

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

NOTICE OF REGULAR MEETING

Date: November 4, 2016

To: Annemarie Randle-Trejo, P.O. Box 3520, Anaheim, CA 92803-3520
Anna L. Piercy, P.O. Box 3520, Anaheim, CA 92803-3520
Katherine H. Smith, P.O. Box 3520, Anaheim, CA 92803-3520
Brian O'Neal, P.O. Box 3520, Anaheim, CA 92803-3520
Al Jabbar, 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
Unidos, 523 N. Grand Avenue, Santa Ana, CA 92701

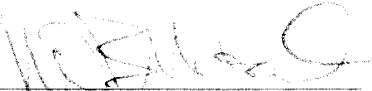
You are hereby notified that a regular meeting of the
Board of Trustees of the Anaheim Union High School District
is called for

Thursday, the 10th day of November 2016

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

Closed Session-3:15 p.m.

Regular Meeting-6:00 p.m.



Michael B. Matsuda
Superintendent

ANAHEIM UNION HIGH SCHOOL DISTRICT

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

BOARD OF TRUSTEES

Agenda

Thursday, November 10, 2016

Closed Session—3:15 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. *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, November 7, 2016.*

Meetings are recorded for use in the official minutes.

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

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

4. **CLOSED SESSION** **ACTION/INFORMATION ITEM**

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

- 4.1 To consider matters pursuant to Government Code Section 54956.9 (d)(2): Conference with legal counsel, anticipated litigation regarding one matter.
- 4.2 To consider matters pursuant to Government Code Section 54957: Public employee discipline/dismissal/release, HR-2015-16-16.
- 4.3 To consider matters pursuant to Government Code Section 54597: Public employee performance evaluation.
- 4.4 To consider matters pursuant to Government Code Section 54957.6: Conference with labor negotiators Dr. Fried, Mrs. Root, and Mr. Jackson 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).

4.5 To consider matters pursuant to Education Code Section 48918: Expulsion of students 16-02, 16-03, 16-04, and 16-05.

5. **RECONVENE MEETING, PLEDGE OF ALLEGIANCE, AND CLOSED SESSION 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 Ruthie Mendez will lead the Pledge of Allegiance to the Flag of the United States of America and provide a moment of silence.

5.3 **Closed Session Report**

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

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

The Board of Trustees would like to recognize our community stakeholders for their interest in the Anaheim Union High School District and for attending our Board meeting. Thank you for your participation and contribution as we create an educational environment that graduates socially aware, civic-minded students who are college and career ready for the 21st century.

In addition, Board of Trustees President Randle-Trejo will introduce dignitaries in attendance.

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

7.1 **Puente Program Leadership Award**

The Board of Trustees will recognize four District students for being recipients of the annual Statewide Academic & Leadership Award by the Puente Project. The Puente Project is a national award-winning program that for more than 30 years has improved the college-going rate of tens of thousands of California's educationally underrepresented students. This year, an impressive 155 students throughout California sent in applications that were thoroughly reviewed for academic achievement, community leadership involvement, and personal statements. The Puente Project Statewide Office recognized 24 students across California for their exemplary Puente leadership, spirit, and outstanding academic achievement; four of these students hail from the Anaheim Union High School District.

Cynthia Guadalupe Reynoso, Anaheim High School
Gabriela Meza, Katella High School
Jacqueline Vanessa Perez, Magnolia High School
Adam Gomez, Savanna High School

7.2 **Perfect Attendance Awards**

The Anaheim Union High School District values and appreciates perfect attendance of employees. It has become the District's tradition to recognize and applaud, on an annual basis, staff members who have perfect attendance.

Consequently, a Red Apple Award will be presented to each employee of the District with perfect attendance for the 2015-16 year. A Gold Apple Award will be presented to each employee with three consecutive years of perfect attendance.

Congratulations to staff who have earned this coveted recognition as indicated on the exhibit. **[EXHIBIT A]**

7.3 **Kindness Matters Awards**

Celebrating kindness is a valued quality and a priority of the Board of Trustees. It is acknowledged that even the smallest acts of kindness by a single person have the power to change the lives of our students and community. With this in mind, the Board of Trustees began this recognition in 2011 honoring students, parents, District employees, and community members for their acts of kindness. All individuals recognized were nominated by a student, staff member, or community member and selected by the Kindness Matters Committee.

The Board of Trustees will honor the following individuals:

Mark Doherty	Community Member	Moose Lodge #1945
Izzi Hernandez	Student, 12 th Grade	Anaheim High School
Robert McKay	Police Officer	Anaheim Police Department
Alfonso Rodriguez	Teacher	Anaheim High School
Marianne Stewart	Teacher	Lexington Junior High School
Andrea Vazquez	Food Service	Sycamore Junior High School

8. **REPORTS**

INFORMATION ITEM

8.1 **Principals' Report**

Ron Hoshi, Oxford Academy principal, will present a report on their school site branding plan.

8.2 **Student Representative's Report**

Ruthie Mendez, student representative to the Board of Trustees, will report on student activities throughout the District.

8.3 **Reports of Associations**

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

8.4 **Parent Teacher Student Association (PTSA) Reports**

PTSA representatives present will be invited to address the Board of Trustees.

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

INFORMATION ITEM

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

each topic or item is limited to a total of 20 minutes. Board Members cannot immediately respond to public comments, as stated on the speaker request form.

10. **PRESENTATION**

INFORMATION ITEM

Funding for the Capital Facilities Projects

Background Information:

Over the course of the past year, the Board of Trustees has received information presentations on managing Certificates of Participation (COPs) and funding the new Central Kitchen. The plans involved prepaying the 2004 COPs and issuing new COPs to fund the new Central Kitchen and complete additional capital facilities projects. On March 1, 2016, the District prepaid the 2004 COPs. On October 13, 2016, the Board approved California Environmental Quality Act (CEQA) measures for the Central Kitchen.

Current Consideration:

The Board will receive an information presentation from the District's financial advisor, Government Financial Strategies, that provides an update on the COPs and funding of the Central Kitchen and additional facilities projects.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

Although this is an information item only, requiring no formal action by the Board of Trustees, it is recommended that the Board officially receive the information.

11. **ITEMS OF BUSINESS**

RESOLUTIONS

11.1 **Resolution No. 2016/17-E-05, Day of the Special Educator**
(Roll Call Vote)

ACTION ITEM

Background Information:

Day of the Special Educator is a day observed throughout the nation to recognize the anniversary of the signing of the nation's first federal special education law by Gerald R. Ford on December 2, 1975. National Special Education Day was first celebrated in 2005, and that year marked the 30th anniversary of the Individuals with Disabilities Education Act (IDEA).

Current Consideration:

The District will acknowledge Day of the Special Educator, December 2, 2016, and will encourage all staff to celebrate the students, families, and educators who ensure that students with disabilities have equal access to a free and appropriate public education.

Budget Implication:

There is no impact on the budget.

Staff Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2016/17-E-05, by a roll call vote. **[EXHIBIT B]**

11.2 **Resolution No. 2016/17-E-06, Great American Smokeout (Roll Call Vote)**

ACTION ITEM

Background Information:

The Great American Smokeout is an annual event held on the third Thursday of November by the American Cancer Society. The event encourages Americans to stop smoking and the use of tobacco, as well as nicotine products. The event challenges people to abstain from these products for 24 hours, hoping their decision will last forever. The first Great American Smokeout was held in San Francisco's Union Square on November 16, 1977.

Current Consideration:

The District will acknowledge the Great American Smokeout on November 17, 2016. The District also encourages all staff and students to help users of tobacco and nicotine products make a plan to quit. The goal of the Great American Smokeout is also to discourage teens from starting the use of these products, while making a visible statement that we are strongly committed to the health and welfare of our staff and students.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2016/17-E-06, by a roll call vote. **[EXHIBIT C]**

11.3 **Resolution No. 2016/17-B-09, Establish Special Reserve 2017 COP Project Fund No. 4041 (Roll Call Vote)**

ACTION ITEM

Background Information:

Education Code Section 42841 allows school districts to establish a Special Reserve Fund for Capital Outlay Projects in order to account separately for the accumulation of funds for capital outlay purposes. The District anticipates selling Certificates of Deposit in the near future and has a need to keep these funds separate. Funds from the Special Reserve 2017 COP Project Fund will provide funds for the new Central Kitchen, and for other capital outlay projects.

The main source of revenue for this fund will be from the proceeds of the issuance of Certificates of Participation (COP).

Current Consideration:

This resolution will create the Special Reserve 2017 COP Project Fund, which will provide the District a method of segregating the proceeds from the 2017 COP issuance. This will be subfund number 4041.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2016/17-B-09, by a roll call vote. **[EXHIBIT D]**

11.4 **Resolution No. 2016/17-B-10, Authorizing the Execution and Delivery of the Anaheim Union High School District 2017 Certificates of Participation (Roll Call Vote)** **ACTION ITEM**

Background Information:

The Board of Trustees has received information presentations considering the issuance of Certificates of Participation (COPs) to fund the new Central Kitchen and complete additional capital facilities projects.

Current Consideration:

This resolution authorizes the sale of the 2017 Certificates of Participation in an amount not to exceed \$39 million. In addition, the resolution:

- Limits the term of the financing to 25 years (ending 2041)
- Authorizes the sale to an underwriter to be selected using a competitive selection process, as well as setting a limit on their compensation at 2 percent and a limit on the interest rate at 6 percent
- Approves various financing documents in draft form, and authorizes certain District officials to execute the final versions of the documents with information from the sale

Budget Implication:

The planned repayment source for the COP debt service payments is redevelopment revenues, held in Fund 2545. The payments are generally structured to coincide with the projected redevelopment revenues, such that revenues will exceed the payments by approximately 110 percent of the payment amounts.

Staff Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2016/17-B-10, by a roll call vote. **[EXHIBIT E]**

11.5 **Resolution No. 2016/17-B-11, Request for Proposals for Managed Print Services (Roll Call Vote)** **ACTION ITEM**

Background Information:

The Purchasing, as well as Education and Information Technology departments are requesting to proceed with a process to procure print management services, including the replacement of existing copiers and printers Districtwide. It would also include the implementation of new technology to manage, direct, and maintain an optimized state for all prints and copies made in the District. The District has been utilizing the print management concept for the last four years and has realized a considerable savings over the traditional copier lease model. Aside from cost savings, other benefits include a streamlined printer and copier fleet, streamlined inventory, lowest cost printing, and improved workflow.

Current Consideration:

Approval of this item will enable the District to proceed with a competitive request for proposal, under Public Contract Code (PCC) 20118.2, print management equipment including new copiers and printers, as well as corresponding technology to manage, direct, and maintain an optimized state for all prints and copies, along with related equipment, software, apparatus, and services (collectively, "Managed Print Services"). PCC 20118.2 states, "Due to the highly specialized and unique nature of technology, telecommunications,

related equipment, software, and services, because products and materials of that nature are undergoing rapid technological changes, and in order to allow for the introduction of new technological changes into the operations of the school district, it is in the public's best interest to allow a school district to consider, in addition to price, factors such as vendor financing, performance reliability, standardization, life-cycle costs, delivery timetables, support logistics, the broadest possible range of competing products and materials available, fitness of purchase, manufacturer's warranties, and similar factors in the award of contracts for technology, telecommunications, related equipment, software, and services."

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees approve Resolution No. 2016/17-B-11, by a roll call vote. **[EXHIBIT F]**

11.6 **Resolution No. 2016/17-B-12, Procurement of Various Telecommunications Equipment, Software, and Other Related Electronic Equipment and Apparatus and Services (Roll Call Vote)** **ACTION ITEM**

Background Information:

The Schools and Libraries Program of the Universal Service Fund, commonly known as E-Rate, is administered by the Universal Service Administrative Company (USAC) under the direction of the Federal Communications Commission (FCC) and provides discounts to assist most schools, as well as libraries in the United States to obtain affordable telecommunication services, equipment, software, and data access.

Current Consideration:

Approval of this item will enable the District to proceed with a competitive request for proposal, under Public Contract Code (PCC) 20118.2, telecommunications and data services; data cabling/cabling services; wireless equipment and services; switching equipment and services; firewall maintenance; and web caching services (collectively, "Telecommunications Equipment and Related Services"). PCC 20118.2 states, "Due to the highly specialized and unique nature of technology, telecommunications, related equipment, software, and services, because products and materials of that nature are undergoing rapid technological changes, and in order to allow for the introduction of new technological changes into the operations of the school district, it is in the public's best interest to allow a school district to consider, in addition to price, factors such as vendor financing, performance reliability, standardization, life-cycle costs, delivery timetables, support logistics, the broadest possible range of competing products and materials available, fitness of purchase, manufacturer's warranties, and similar factors in the award of contracts for technology, telecommunications, related equipment, software, and services."

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees approve Resolution No. 2016/17-B-12, by a roll call vote. **[EXHIBIT G]**

BUSINESS SERVICES

11.7 **Agreement, North Orange County Regional Occupational Program (NOCROP)**

ACTION ITEM

Background Information:

AUHSD has had a long standing partnership with NOCROP, whereby NOCROP agrees to provide teachers and instructional support, including textbooks, consumable supplies, and other required course materials, for ROP studies maintained by NOCROP in the District. Due to the expiration of the State Maintenance of Effort for funding of ROP, a formal agreement is now needed to clarify the specifics of the relationship between AUHSD and NOCROP.

Current Consideration:

NOCROP will provide up to 256 educational classes within the District for ROP studies during the 2016-17 year.

Budget Implication:

The District will pay NOCROP \$23,217 per section for a total of up to \$5,943,552. The per section cost, plus prior ROP generated Adult ADA funding received by the District of \$602,907, results in a total payment from AUHSD to NOCROP of up to \$6,546,459 for the 2016-17 year. (General Funds)

Staff Recommendation:

It is recommended that the Board of Trustees ratify the agreement. **[EXHIBIT H]**

EDUCATIONAL SERVICES

11.8 **Elementary and Secondary Education Act Program Evaluation**

INFORMATION ITEM

Background Information:

The Elementary and Secondary Education Act (ESEA) requires local educational agencies (LEAs) to annually evaluate the effectiveness of federal programs. Specifically, for Title I, Part A and Title III, Part A, the LEA must use academic criteria, including results from state assessments, to determine program effectiveness. The LEA must also publicize the results of the local annual review to all stakeholders.

Current Consideration:

To comply with federal programs regulations, program evaluations for Title I, Part A and Title III, Part A are being shared with the Board of Trustees and publicized through this process.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

Although this is an information item only, requiring no formal action by the Board of Trustees, it is recommended that the Board review the program evaluations for Title I, Part A and Title III, Part A. **[EXHIBIT I]**

11.9 **College Readiness Block Grant Plan**

INFORMATION ITEM

Background Information:

Governor Brown signed Senate Bill (SB) 828 into law in June 2016, which authorizes the allocation of a \$200 million College Readiness Block Grant (CRBG) during the 2016-17 fiscal year. CRBG funds are intended to provide California's high school pupils, particularly low-income pupils, English learners, and foster youth, with additional supports to increase the number of students that enroll at institutions of higher education and complete an undergraduate degree within four years. As a condition of receiving the funding, the District must develop and adopt a plan prior to January 1, 2017. Additionally, by January 1, 2017, the District must report to the state superintendent on how the impact of funds will be measured, in terms of unduplicated pupils' access and successful matriculation to institutions of higher education. The plan must be explained in a public meeting of the governing board and adopted at a subsequent board meeting.

Current Consideration:

Dr. Susan Stocks, director, special programs, will present the College Readiness Block Grant Plan to the Board of Trustees.

Budget Implication:

The District is receiving approximately \$2.2 million to be spent over a three-year period for specific college readiness activities. (CRBG Funds)

Staff Recommendation:

Although this is an information item only, requiring no formal action by the Board of Trustees, it is recommended that the Board officially receive the information. **[EXHIBIT J]**

11.10 **Public Hearing, College Readiness Block Grant Plan**

INFORMATION ITEM

Background Information:

As a condition for receiving College Readiness Block Grant (CRBG) funds, the District must develop and adopt a plan prior to January 1, 2017. Additionally, by January 1, 2017, the District must report to the state superintendent on how the impact of funds will be measured, in terms of unduplicated pupils' access and successful matriculation to institutions of higher education.

Current Consideration:

Notice of the public hearing was posted in three public places in our District, ten days prior to this public hearing. The purpose of the public hearing is to allow the public an additional opportunity to speak on the District's CRBG Plan.

Budget Implication:

The District is receiving approximately \$2.2 million to be spent over a three-year period for specific college readiness activities. (CRBG Funds)

Staff Recommendation:

Although this is an information item only, requiring no formal action by the Board of Trustees, it is recommended that the Board formally open a public hearing to provide the public with an opportunity to speak on the CRBG Plan. **[EXHIBIT K]**

11.11 **Grant Agreement, Orange County Community Foundation**

ACTION ITEM

Background Information:

The District, in partnership with Orange County Human Relations (OCHR), has developed a Partnership to implement restorative practices in Anaheim schools, in alignment with the ACT Anaheim Initiative.

Current Consideration:

The Orange County Community Foundation has agreed to provide a grant to the District to support the District's partnership with OCHR to assist in the implementation of the restorative practice program. The term of the grant is July 1, 2016, through June 30, 2017.

Budget Implication:

The District has received \$50,000 in funding through the Orange County Community Foundation for the Accelerate Change Together (ACT) for Anaheim grant. (ACT Grant Funds)

Staff Recommendation:

It is recommended that the Board of Trustees ratify the grant agreement. **[EXHIBIT L]**

11.12 **Educational Consulting Agreement, Sarah Navarrette**

ACTION ITEM

Background Information:

The District became the lead fiscal agency for a Tobacco Use Prevention Education (TUPE) consortium grant between Anaheim Elementary School District (AESD) and the District, in the amount of \$1,850,094 for a three-year term from 2014-17. The grant is targeted for grades 6-12 and mandates that curriculum, specific to the appropriate grade levels, is taught at participating schools, including 24 AESD elementary sites and all District comprehensive schools sites, as well as Gilbert and Polaris high schools. In addition, youth development activities related to tobacco and e-cigarette cessation and prevention are expected by each participating school, as well as ongoing prevention education for staff, students, and parents. This experience for parents will enhance the TUPE curriculum and provides parents with real world experiences and information related to overall goals of the TUPE program.

Current Consideration:

Sarah Navarrette is a professional make-up artist and a District alumni. She will provide face painting to students and staff at Sycamore Junior High School in conjunction with the Great American Smokeout Day, which is held on the third Thursday of November. The purpose of the event is to paint ghostly faces and visuals to promote the prevention of smoking, vaping, and overall tobacco use. Services will be provided on November 15, 2016.

Budget Implication:

The total cost is not to exceed \$190. (TUPE Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the agreement. **[EXHIBIT M]**

11.13 **School-Sponsored Student Organizations**

ACTION ITEM

Background Information:

The Board of Trustees shall give approval for the establishment of all student organizations. The proposed organizations shall not engage in any activities, other than those that are organizational in nature, until the Board of Trustees has approved its application.

Current Consideration:

The following schools have submitted school-sponsored student organization applications:

- 11.13.1 Asian American Student Association, Cypress High School
- 11.13.2 COEXIST, Cypress High School
- 11.13.3 Cooperation Act (CoAct), Cypress High School
- 11.13.4 Engineering Club, Cypress High School
- 11.13.5 Feminists United, Cypress High School
- 11.13.6 Korean Popular Music (KPOP) Dance Club, Cypress High School
- 11.13.7 LEO, Cypress High School
- 11.13.8 People Helping Others (PHO), Cypress High School
- 11.13.9 Senior Citizen Association (SCA), Cypress High School
- 11.13.10 Spirit Fingers, Cypress High School
- 11.13.11 Students for Life, Cypress High School
- 11.13.12 Vietnamese Student Association, Cypress High School
- 11.13.13 Youth Involvement, Cypress High School
- 11.13.14 LGBTQ/Straight Alliance, Katella High School
- 11.13.15 Paws for a Cause, Katella High School
- 11.13.16 Junior State Assembly (JSA), Kennedy High School
- 11.13.17 BROS, Savanna High School
- 11.13.18 FIDM Fashion Club, Savanna High School
- 11.13.19 Savanna Chinese Club, Savanna High School
- 11.13.20 Oral Expressions Poetry Club, Western High School
- 11.13.21 BROS, Ball Junior High School
- 11.13.22 GEAR UP Club, Ball Junior High School
- 11.13.23 BROS, Brookhurst Junior High School
- 11.13.24 Club Agape, Lexington Junior High School
- 11.13.25 Cosplay Club, Lexington Junior High School
- 11.13.26 Korean Popular Music (KPOP) Club, Lexington Junior High School
- 11.13.27 The Official Fan Club of Yang Yang, Lexington Junior High School
- 11.13.28 Rubik's Cube Club, Lexington Junior High School
- 11.13.29 West African Dance Club, Lexington Junior High School
- 11.13.30 The "Cam Cart" Club, South Junior High School

Budget Implication:

Each school-sponsored student organization offsets operational costs through donations and fundraising efforts.

Staff Recommendation:

It is recommended that the Board of Trustees approve the applications. [EXHIBITS N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, BB, CC, DD, EE, FF, GG, HH, II, JJ, KK, LL, MM, NN, OO, PP, and QQ]

HUMAN RESOURCES

- 11.14 **Memorandum of Understanding (MOU) with ASTA, Health and Welfare Program Changes for 2017** **ACTION ITEM**

Background Information:

Health and Welfare costs for the District make up approximately 11.7 percent of the overall budget. Due to the high costs associated with benefits for employees, the District has maintained an Insurance Committee that meets throughout the year reviewing, monitoring, and analyzing the status of the health and welfare plan for our District employees. The

committee is comprised of representatives from each of the four employee associations/ unions, plus representatives from management, and the Board of Trustees. The committee works closely with our consultant, Gallagher Benefit Services, to review data and trends, as well as explore cost saving measures for the following year. Specific changes to the Preferred Provider Organization (PPO) and Health Maintenance Organization (HMO) plans are discussed, considered, and recommended, which would take effect at the beginning of the new plan year. Each of the collective bargaining groups negotiates the specific changes with the District. The tentative agreement is then written as an MOU, signed by both parties, and brought to the Board of Trustees for approval.

Current Consideration:

The District has negotiated this MOU with the Anaheim Secondary Teachers Association (ASTA) on health and welfare changes for the PPO and HMO plans for the 2017 plan year, which take effect January 1, 2017. The MOU reflects a change to the co-pays for generic prescriptions and preferred brand prescriptions.

Budget Implication:

The projected savings created by these changes for all employee groups, per Gallagher Benefit Services, our consultant, will be \$299,636. (General Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the MOU with ASTA for the 2017 health and welfare program. **[EXHIBIT RR]**

11.15 **Memorandum of Understanding (MOU) with APGA, Health and Welfare Program Changes for 2017** **ACTION ITEM**

Background Information:

Health and Welfare costs for the District make up approximately 11.7 percent of the overall budget. Due to the high costs associated with benefits for employees, the District has maintained an Insurance Committee that meets throughout the year reviewing, monitoring, and analyzing the status of the health and welfare plan for our District employees. The committee is comprised of representatives from each of the four employee associations/ unions, plus representatives from management, and the Board of Trustees. The committee works closely with our consultant, Gallagher Benefit Services, to review data and trends, as well as explore cost saving measures for the following year. Specific changes to the Preferred Provider Organization (PPO) and Health Maintenance Organization (HMO) plans are discussed, considered, and recommended, which would take effect at the beginning of the new plan year. Each of the collective bargaining groups negotiates the specific changes with the District. The tentative agreement is then written as an MOU, signed by both parties, and brought to the Board of Trustees for approval.

Current Consideration:

The District has negotiated this MOU with the Anaheim Personnel and Guidance Association (APGA) on health and welfare changes for the PPO and HMO plans for the 2017 plan year, which take effect January 1, 2017. The MOU reflects a change to the co-pays for generic prescriptions and preferred brand prescriptions.

Budget Implication:

The projected savings created by these changes for all employee groups, per Gallagher Benefit Services, our consultant, will be \$299,636. (General Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the MOU with APGA for the 2017 health and welfare program. [EXHIBIT SS]

11.16 **Memorandum of Understanding (MOU) with CSEA, Health and Welfare Program Changes for 2017** **ACTION ITEM**

Background Information:

Health and Welfare costs for the District make up approximately 11.7 percent of the overall budget. Due to the high costs associated with benefits for employees, the District has maintained an Insurance Committee that meets throughout the year reviewing, monitoring, and analyzing the status of the health and welfare plan for our District employees. The committee is comprised of representatives from each of the four employee associations/ unions, plus representatives from management, and the Board of Trustees. The committee works closely with our consultant, Gallagher Benefit Services, to review data and trends, as well as explore cost saving measures for the following year. Specific changes to the Preferred Provider Organization (PPO) and Health Maintenance Organization (HMO) plans are discussed, considered, and recommended, which would take effect at the beginning of the new plan year. Each of the collective bargaining groups negotiates the specific changes with the District. The tentative agreement is then written as an MOU, signed by both parties, and brought to the Board of Trustees for approval.

Current Consideration:

The District has negotiated this MOU with the California School Employees Association (CSEA) on health and welfare changes for the PPO and HMO plans for the 2017 plan year, which take effect January 1, 2017. The MOU reflects a change to the co-pays for generic prescriptions and preferred brand prescriptions.

Budget Implication:

The projected savings created by these changes for all employee groups, per Gallagher Benefit Services, our consultant, will be \$299,636. (General Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the MOU with CSEA for the 2017 health and welfare program. [EXHIBIT TT]

11.17 **Memorandum of Understanding (MOU) with AFSCME, Health and Welfare Program Changes for 2017** **ACTION ITEM**

Background Information:

Health and Welfare costs for the District make up approximately 11.7 percent of the overall budget. Due to the high costs associated with benefits for employees, the District has maintained an Insurance Committee that meets throughout the year reviewing, monitoring, and analyzing the status of the health and welfare plan for our District employees. The committee is comprised of representatives from each of the four employee associations/ unions, plus representatives from management, and the Board of Trustees. The committee works closely with our consultant, Gallagher Benefit Services, to review data and trends, as well as explore cost saving measures for the following year. Specific changes to the Preferred Provider Organization (PPO) and Health Maintenance Organization (HMO) plans are discussed, considered, and recommended, which would take effect at the beginning of the new plan year. Each of the collective bargaining groups negotiates the specific changes with the District. The tentative agreement is then written as an MOU, signed by both parties, and brought to the Board of Trustees for approval.

Current Consideration:

The District has negotiated this MOU with the American Federation of State, County and Municipal Employees (AFSCME) on health and welfare changes for the PPO and HMO plans for the 2017 plan year, which take effect January 1, 2017. The MOU reflects a change to the co-pays for generic prescriptions and preferred brand prescriptions.

Budget Implication:

The projected savings created by these changes for all employee groups, per Gallagher Benefit Services, our consultant, will be \$299,636. (General Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the MOU with AFSCME for the 2017 health and welfare program. **[EXHIBIT UU]**

11.18 **Memorandum of Understanding (MOU) with CSEA** **ACTION ITEM**

Background Information:

During the spring of 2016, CalPERS conducted a review of the District to verify compliance with various codes and regulations that affect the CalPERS retirement process. The report found that the value of the uniforms that some staff receive should be added to their CalPERS wages. While the District pays for the uniforms, they are considered a taxable benefit to the employee.

Current Consideration:

The MOU with the California School Employees Association (CSEA) states \$230 will be added to the annual earnings for campus safety aides in order to be compliant with CalPERS regulations.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees approve the MOU with CSEA. **[EXHIBIT VV]**

11.19 **Memorandum of Understanding (MOU) with AFSCME** **ACTION ITEM**

Background Information:

During the spring of 2016, CalPERS conducted a review of the District to verify compliance with various codes and regulations that affect the CalPERS retirement process. The report found that the value of the uniforms that some staff receive should be added to their CalPERS wages. While the District pays for the uniforms, they are considered a taxable benefit to the employee.

Current Consideration:

The MOU with the American Federation of State, County and Municipal Employees (AFSCME) states \$230 will be added to the annual earnings for the following classifications in order to be compliant with CalPERS regulations: Athletic Facilities Technician, Athletic Facilities Worker I, Athletic Facilities Worker II, Auditorium Operations Assistant, Auditorium Operations Technician, Bus Driver, Custodian, Equipment Operator, Equipment Repair Mechanic, Food Service Assistant I, Grounds Maintenance Worker, Heavy Equipment Operator, HVAC-Energy Management Control System Technician, Instrument Repair Technician, Inventory Control Specialist, Irrigation Systems Technician, Maintenance Carpenter, Maintenance Electrician, Maintenance Floor/Plaster Worker, Maintenance Glazier,

Maintenance Locksmith, Maintenance Painter, Maintenance Plumber, Maintenance Service Worker, Maintenance Welder/Fabricator, Mechanic, Network Technician, Pool Maintenance Worker, Senior Custodian, Senior Equipment Operator, Senior Warehouse Worker–Central Warehouse, Senior Warehouse Worker–Nutrition Services, Shop Equipment Repair Technician, Technology Services Technician, Transportation Dispatcher, Warehouse Worker–Central Warehouse, and Warehouse Worker–Food Services.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees approve the MOU with AFSCME.

[EXHIBIT WW]

11.20 **Correction to 2015-16 Classified Employee Salary Schedules** ***ACTION ITEM***

Background Information:

The California Public Employees’ Retirement System (CalPERS) requires the Board of Trustees to formally adopt classified salary schedules. The Board of Trustees approved the 2015-16 classified employee salary schedules at their meeting on September 8, 2016. However, an error was discovered on the schedule for the American Federation of State, County and Municipal Employees (AFSCME), as well as the classified management schedule following Board approval.

Current Consideration:

The Board of Trustees is requested to adopt the corrected 2015-16 salary schedules for classified employees.

Budget Implication:

There is no impact to the budget. The salaries reflected on the schedules were previously Board approved as part of the bargaining process.

Staff Recommendation:

It is recommended that the Board of Trustees adopt the 2015-16 salary schedules.

[EXHIBIT XX]

11.21 **Correction to 2014-15 Classified Employee Salary Schedules** ***ACTION ITEM***

Background Information:

The California Public Employees’ Retirement System (CalPERS) requires the Board of Trustees to formally adopt classified salary schedules. The Board of Trustees approved the 2014-15 classified employee salary schedules at their meeting on October 13, 2016. However, an error was discovered on the schedule for the American Federation of State, County and Municipal Employees (AFSCME), as well as the classified management schedule following Board approval.

Current Consideration:

The Board of Trustees is requested to adopt the corrected 2014-15 salary schedules for classified employees.

Budget Implication:

There is no impact to the budget. The salaries reflected on the schedules were previously Board approved as part of the bargaining process.

Staff Recommendation:

It is recommended that the Board of Trustees adopt the 2014-15 salary schedules.

[EXHIBIT YY]

11.22 **Correction to 2013-14 Classified Employee Salary Schedules**

ACTION ITEM

Background Information:

The California Public Employees' Retirement System (CalPERS) requires the Board of Trustees to formally adopt classified salary schedules. The Board of Trustees approved the 2013-14 classified employee salary schedules at their meeting on October 13, 2016. However, an error was discovered on the schedule for classified management following Board approval.

Current Consideration:

The Board of Trustees is requested to adopt the corrected 2013-14 salary schedules for classified employees.

Budget Implication:

There is no impact to the budget. The salaries reflected on the schedules were previously Board approved as part of the bargaining process.

Staff Recommendation:

It is recommended that the Board of Trustees adopt the 2013-14 salary schedules.

[EXHIBIT ZZ]

SUPERINTENDENT'S OFFICE

11.23 **California School Boards Association (CSBA) Delegate Assembly Nominations for Additional Representatives**

ACTION ITEM

Background Information:

CSBA's Delegate Assembly is a vital link in the association's governance structure. Working with local districts and county offices, as well as the Board of Directors and Executive Committee, delegates ensure that the association reflects the interests of school districts and county offices of education throughout the state.

Current Consideration:

As noted on the Board of Trustees' Appointments to Committees list, Anaheim Union High School District automatically has one CSBA Delegate Assembly Representative due to the size of our District.

This agenda item is for the Board of Trustees to consider if it is in the best interest of the Anaheim Union High School District to nominate an additional Trustee to run for election as an additional representative to the Delegate Assembly. All Region 15 Board members will vote on the open seats. The term of office is April 1, 2017, through March 31, 2019.

If it is the consensus of the Anaheim Union High School District Board of Trustees, the Board may submit a letter of nomination for one or more of its own Board members, or for one or more Region 15 Board members to run for election as Delegate Assembly representative(s).

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees determine whether or not to nominate additional Board member(s) to run for election as a representative to the CSBA Delegate Assembly. **[EXHIBIT AAA]**

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 calendar 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

12.1 **Special Services Agreement with Demsey, Filliger & Associates, LLC**

Background Information:

Government Code Section 53060 authorizes public agencies to contract with specially trained, experienced, and competent persons for professional services. In order to comply with Government Accounting Standards Board (GASB), 45 regulations regarding retirement benefit liabilities, specialized actuarial services are needed to prepare a valuation of the District's retiree health insurance program. Demsey, Filliger & Associates, LLC, performed actuarial services on the original study of retirement benefit liabilities as of July 1, 2008, and provided updated valuations of liabilities as of July 1, 2010, July 1, 2012, and July 1, 2014.

Current Consideration:

A valuation of retirement benefit liabilities as of July 1, 2016, is now due. The actuarial valuation is needed by the auditors in order to close the District's financial reports.

Budget Implication:

The total cost is not to exceed \$5,500. (General Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the agreement with Demsey, Filliger & Associates, LLC. **[EXHIBIT BBB]**

12.2 **Award of Bid**

The Board of Trustees is requested to award the bid.

<u>Bid #</u>	<u>Service</u>	<u>Award</u>	<u>Amount</u>
2017-04	New Backflow Device South Junior High School (Maintenance Funds)	Thomas M. Meza Company	\$29,219

Staff Recommendation:

It is recommended that the Board of Trustees award the bid as listed.

12.3 **Run-Off Claims Administration Agreement, Keenan & Associates**

Background Information:

The District workers' compensation program for industrial injuries prior to 1996 was fully self-insured, as permitted by California Education Code Section 17566 and the California Department of Self-Insurance Plans.

Current Consideration:

Claims from this period of self-insurance have been administered by Keenan & Associates since first occurrence of the injuries. The agreement is to renew claims administration services for the period of October 1, 2016, through September 30, 2017.

Budget Implication:

The total cost is not to exceed \$5,525. (Workers Compensation Funds)

Staff Recommendation:

It is recommended that the Board of Trustees ratify the agreement. [EXHIBIT CCC]

12.4 **Agreement, North Orange County Regional Occupational Program, Career Guidance Specialist Personnel**

Background Information:

This is a long standing agreement whereby the District agrees to provide District personnel, as requested by North Orange County Regional Occupational Program (NOCROP), to service programs maintained by NOCROP in the District.

Current Consideration:

The District will provide career guidance specialists to NOCROP to provide guidance functions, as determined by the District. NOCROP will provide a statement of performance objectives for each career guidance specialist to the District and to each high school principal. Services are being provided July 1, 2016, through June 30, 2017.

Budget Implication:

NOCROP reimburses the District for 66.6 percent of one counselor's contracted salary and benefits at each high school, as well as for the counselor at Gilbert High School, Polaris Day School, as well as Polaris Home and Independent Studies. (General Funds)

Staff Recommendation:

It is recommended that the Board of Trustees ratify the agreement with NOCROP. [EXHIBIT DDD]

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, as

well as authorize proper disposal in accordance with Education Code Section 60510 et al. **[EXHIBIT EEE]**

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, as well as authorize staff to dispose of the textbooks and instructional materials in accordance with Education Code Section 60510 et al.

[EXHIBIT FFF]

12.7 **Donations**

Staff Recommendation:

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

[EXHIBIT GGG]

12.8 **Purchase Order Detail Report**

Staff Recommendation:

It is recommended that the Board of Trustees ratify the report October 4, 2016, through October 31, 2016. **[EXHIBIT HHH]**

12.9 **Check Register/Warrants Report**

Staff Recommendation:

It is recommended that the Board of Trustees ratify the report October 4, 2016, through October 31, 2016. **[EXHIBIT III]**

12.10 **SUPPLEMENTAL INFORMATION**

12.10.1 ASB Fund, September 2016 **[EXHIBIT JJJ]**

12.10.2 Cafeteria Fund, August 2016 **[EXHIBIT KKK]**

12.10.3 Enrollment, Month 2 **[EXHIBIT LLL]**

EDUCATIONAL SERVICES

12.11 **Supplemental Documentation, Department of Rehabilitation**

Background Information:

The Department of Rehabilitation (DOR) has recently received funding for high school and adult transition students receiving special education services to provide work experience opportunities. Under the Workforce Innovation and Opportunity Act (WIOA), DOR has been tasked with serving the underserved population of transitional aged youth with pre-employment transition services through the work experience "We Can Work" agreement.

Current Consideration:

The goal of the "We Can Work" agreement is to improve employability for District students who have disabilities. The DOR funds are intended to create a case service agreement with

AMENDED

the District that would allow for extended work experience and training opportunities for students with disabilities. The funds will be used to help support the salaries of the District's vocational education transition counselors and job developers. Student wages for 50 identified students will also be funded through this agreement, including FICA and workers compensation costs. A requirement of the funding is to have the supplemental documentation signed and sent to the DOR prior to receiving the funds. Services are being provided October 14, 2016, through June 30, 2017.

Budget Implementation:

There is no impact on the budget.

Staff Recommendation:

It is recommended that the Board of Trustees ratify the agreement. **[EXHIBIT MMM]**

12.12 **Agreement Amendment, ATvantage Athletic Training**

Background Information:

The Educational Services Department has been working since early 2013 with ATvantage Athletic Training to provide athletic training services to high school sites. ATvantage Athletic Training is an independent contractor designed to provide athletic training services to school sites throughout the District, in which a certified athletic trainer is currently not employed or the position is vacant. A certified athletic trainer is a health care provider recognized by the American Medical Association and defined as an allied health professional who provides education, prevention, emergency care, clinical diagnosis, therapeutic intervention, as well as rehabilitation services for a variety of injuries and medical conditions. Recently a new classification of athletic trainer was created, and Human Resources conducted a thorough search, hiring an athletic trainer for seven of eight open high school sites.

Current Consideration:

On June 16, 2016, the Board of Trustees approved the Educational Consulting agreement with ATvantage Athletic Training to provide as needed substitute services for all athletic trainer absences beginning on the first full day absent during the 2016-17 year. Loara High School has been unable to fill the new position. A substitute has been working the minimal hours needed to provide appropriate medical care to the students of Loara High School. Human Resources is reposting the position to secure the appropriate staff. They estimate that it will take until late-November before an athletic trainer can be hired. An additional \$16,375 is requested to provide a certified athletic trainer, for 240 hours of additional services to Loara High School, requiring an amendment from the previous \$16,000 approved amended amount.

Budget Implication:

The total amended cost is not to exceed \$32,375 for the 2016-17 year. The annual maximum will revert to \$6,000 per year for the remaining two years of the existing contract beginning with the 2017-18 year. (General Funds)

Staff Recommendation:

The Board of Trustees is requested to approve the agreement amendment.
[EXHIBIT NNN]

12.13 **Agreement Amendment, Chapman University Services**

Background Information:

The District and Chapman University are collaborating on the final year of a three-year federally-funded California Mathematics and Science Partnership (CaMSP) research grant. The goals of the grant are to: 1) deepen science teachers' subject matter competency; 2) familiarize teachers with the Next Generation Science Standards (NGSS); and 3) provide instructional pedagogy on performance-based lesson design. The grant requires 60 intensive hours of training and 24 hours of follow-up coaching each year. Currently, 39 District science teachers are participating as a Science Teacher Fellow. The Science Fellows enroll in a Chapman University summer institute each year of the grant and receive three units of university credit (9 units total), \$2,000 honorarium pay each year (\$6,000 total), and Mathematical Engineering Science Achievement (MESA) certification at the completion of the program. The District is the fiscal agent for the grant.

Current Consideration:

The Chapman University amendment to services agreement is for Cycle Three of the three-year (CaMSP) research grant (2014-17). The service agreement covers the cost of the professional development and curriculum development by Chapman University professors for Cycle Three. The Cycle Three grant term is September 1, 2016, through September 30, 2017.

Budget Implication:

The amendment to services agreement reduces the cost for Chapman University expenses for Cycle Three of the grant to \$195,590. (California Mathematics and Science Partnership Program, Cohort 10, Cycle Three)

Staff Recommendation:

It is recommended that the Board of Trustees ratify the amendment to the services agreement. **[EXHIBIT OOO]**

12.14 **Participation Agreement, Orange County Department of Education, Inside the Outdoors School Program**

Background Information:

The Orange County Department of Education (OCDE) offers an annual Traveling Scientist program through their Inside the Outdoors Department. The Traveling Scientist program offers a variety of in-classroom experiences, connects students to the natural world through unforgettable hands-on experiences, and offers a variety of educational field trips. Anaheim High School participated in the program during the 2015-16 year.

Current Consideration:

Anaheim High School is requesting to participate in the Traveling Scientist program. Specifically, Anaheim High School will participate in The Water Effect experience. Inside the Outdoors is partnering with The Ecology Center. The goal of this project is to empower, engage, and educate students, teachers, and the community on water issues, awareness, and conservation to create behavior change. This program is sponsored by the Municipal Water District of Orange County and is funded by local Orange County water agencies. One certificated teacher will participate for each group of 25 students, with no more than 120 students participating in the program. The term of the agreement is November 11, 2016, through August 31, 2017.

Budget Implication:

Inside the Outdoors has secured a sponsor for the expense of the program for Anaheim High School. There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees approve the agreement. **[EXHIBIT PPP]**

12.15 **Agreement Amendment #2, Orange County Career Pathways Partnership (OCCPP) Program**

Background Information:

On September 28, 2014, the District entered into an agreement with the OCCPP Program, which is a regional consortium known as OC Pathways. The consortium connects 14 school districts, two charter schools, nine community colleges, four regional occupational programs (ROP), two state universities, three Workforce Investment Boards (WIB), Orange County Business Council (OCBC), a regional intermediary known as Vital Link, a regional non-profit collaborative known as OC STEM, and more than 100 business partners across three priority sectors. Over the term of the five-year grant, the District will receive \$145,400 to support Career Technical Education (CTE) programs.

Current Consideration:

The OCCPP Program submitted agreement amendment #2 modifying Section 4.0 of the original agreement regarding payments and invoicing, which the Board approved on May 10, 2016. This current amendment supersedes the prior amendment and outlines in greater detail the quarterly invoicing process, and the restrictions for carry-over funding. The term of the agreement remains intact, July 1, 2014, through June 30, 2018.

Budget Implication:

The OCCPP grant award agreement remains at \$145,400 for the full term of the grant. (California Career Pathways Trust)

Staff Recommendation:

It is recommended that the Board of Trustees approve agreement amendment #2.

[EXHIBIT QQQ]

12.16 **Educational Consulting Agreement, Wheels of Freestyle, Inc.**

Background Information:

The District became the lead fiscal agency for a Tobacco Use Prevention Education (TUPE) consortium grant, in the amount of \$1,850,094 for a 3-year term from 2014-17. The District and the Anaheim Elementary School District (AESD) are consortium partners. The grant is targeted for grades 6-12 and mandates that curriculum, specific to the appropriate grade levels, is taught at participating schools, including 24 AESD elementary sites and all District comprehensive school sites, as well as Gilbert and Polaris high schools. In addition, youth development activities related to tobacco and e-cigarette cessation and prevention are expected by each participating school, as well as ongoing prevention education for staff, students, and parents. Action-oriented student assemblies will enhance the TUPE curriculum and provide students with real world experiences and information related to overall goals of the TUPE program.

Current Consideration:

Wheels of Freestyle, Inc., an experienced and highly regarded TUPE consultant, will provide presentations at one school site, Lexington Junior High School. The program is anti-tobacco

themed with professional Bicycle Motocross (BMX) riders. The program focuses on encouraging students to find something they love to do and concentrate on the personal fulfillment they can gain, instead of choosing to engage in negative behaviors such as tobacco, alcohol, and drug use. The BMX extreme sports athletes use an X Games-like show with exhilarating tricks to keep attention and emphasize what you can do if you stay tobacco-free, while instilling self-confidence and positive values. Services will be provided on November 18, 2016.

Budget Implication:

The total cost is not to exceed \$1,798. (TUPE Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the educational consulting agreement. **[EXHIBIT RRR]**

12.17 **Membership, News-2-You**

Background Information:

News-2-You is a curriculum tool utilized in moderate to severe special education programs. It is a symbol-supported, simple text electronic newspaper delivered weekly on the Internet. Its focus is on current events. Each issue is wrapped around a newsworthy and subject appropriate event of interest to readers. For the past nine years, the District's special education teachers have been successfully using News-2-You tools including: online newspapers, differentiated worksheets and templates, structured practice online games and the SymbolStix library of 12,000 picture symbols, which enable teachers to create materials specific to individual student needs.

Current Consideration:

The purpose for renewing the District's membership to News-2-You is to allow students with moderate to severe disabilities to have access to understandable reading activities that are standards-based and age appropriate. The membership will be in effect from December 1, 2016, through November 30, 2017.

Budget Implication:

The cost of weekly online News-2-You newsletter for 25 teachers is not to exceed \$3,887. The amount paid for the 2015-16 year was \$3,657 for 25 teachers. (Special Education Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the annual membership. **[EXHIBIT SSS]**

12.18 **Instructional Materials Submitted for Display**

The Instructional Materials Review Committee approved the selected materials for display for courses in English, career and technical education, science, and math. Before the materials can be approved for adoption, they must be made available for public review. The Board of Trustees will be requested to consider adoption of the materials following the end of the period of public display, November 10, 2016, through December 8, 2016.

Staff Recommendation:

It is recommended that the Board of Trustees approve the display. **[EXHIBIT TTT]**

12.19 **Individual Service Contracts**

Staff Recommendation:

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

12.20 **Field Trip Report**

Staff Recommendation:

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

HUMAN RESOURCES

12.21 **Memorandum of Understanding (MOU), Orange County Department of Education (OCDE), Institute for Leadership Development**

Background Information:

OCDE provides a program for educators with a preliminary education specialist credential to teach at Orange County school sites for the purpose of obtaining a clear education specialist credential. This credential authorizes individuals to teach in either mild/moderate, or moderate/severe special education classrooms. Among other requirements, educators must attend classes at OCDE to obtain the clear credential.

The District has traditionally entered into agreements with OCDE programs to provide opportunities for educators to gain valuable professional experiences. This agreement provides the opportunity for individuals with a preliminary education specialist credential who are seeking their clear education specialist credential to provide services to District students and staff as a paid employee of the District.

Current Consideration:

This agreement with the OCDE Institute for Leadership Development is effective July 1, 2016, through June 30, 2017. Due to the amount of time required to process the agreement, OCDE did not provide the agreement until recently.

Institute for Leadership Development students are employed at AUHSD school sites to fulfill course requirements for their clear credential.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees ratify the MOU. **[EXHIBIT WWW]**

12.22 **2015-16 Williams Settlement Legislation Review Report**

Background Information:

The Orange County Department of Education (OCDE) conducts a semi-annual review of decile 1-3 schools based on the 2012 Academic Performance Index and school sites participating in the Quality Education Investment Act (QEIA) program to ensure compliance with Williams Settlement Legislation requirements. This process is conducted in addition to the District's submission of Williams Uniform Complaints reports, which summarize all complaints relative to the sufficiency of textbooks and instructional materials, maintenance

of facilities, accuracy of data reported on School Accountability Report Cards (SARC), and compliance with teacher assignments.

Current Consideration:

According to Education Code Section 1240(2)(H), the findings of the review by OCDE must be publically shared with the Board of Trustees. The reports, as provided, indicate any deficiencies during the 2015-16 year, which were reported to school administrators for remediation.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

Although this is an information item only, requiring no formal action by the Board of Trustees, it is recommended that the Board officially receive the reports.

[EXHIBITS XXX and YYY]

12.23 **Certificated Personnel Report**

Staff Recommendation:

It is recommended that the Board of Trustees approve/ratify the report as submitted.

[EXHIBIT ZZZ]

12.24 **Classified Personnel Report**

Staff Recommendation:

It is recommended that the Board of Trustees approve/ratify the report as submitted.

[EXHIBIT AAAA]

SUPERINTENDENT'S OFFICE

12.25 **Institutional Membership, Anaheim Chamber of Commerce**

Staff Recommendation:

It is recommended that the Board of Trustees approve the membership with Anaheim Chamber of Commerce, at a cost not to exceed \$373. (General Funds)

12.26 **Board of Trustees' Meeting Minutes**

October 13, 2016, Regular Meeting **[EXHIBIT BBBB]**

Staff Recommendation:

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

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 last meeting for 2016 will be held on Thursday, December 8, 2016, which is also the annual organizational meeting.

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, November 7, 2016.

2015-2016 PERFECT ATTENDANCE AWARDS

EXHIBIT A

NAME	LOCATION
GOLD APPLES	
Baltazar, Susan	Magnolia High
Barnard, Sharon	Information Systems
Bookout, Pamela	Brookhurst Junior High
Carranza, Jaime	Purchasing
Casarubias, Lourdes	Food Serv Elem
Castillo, Marlene	Western High
Cervantes, Melissa	Food Serv Elem
Chan, Jimmy	Information Systems
Chase, Joan	Food Serv Elem
Chinarian, Geraldine	Business Operations
Cullinane, Daniel	Oxford Academy
Delgado, Dean	Cypress High
Draghinas, Onita	Loara Café
Dumas Iii, Willie	Information Systems
Fried, Jaron	Education
Galvez, Mercedes	Special Youth Services
Gonzales, Steve	Magnolia High
Guerrero, Ramon	Maintenance
Hoshi, Ron	Oxford Academy
Lara-De-Gorkin, Sanjuana	Loara Café
Lopez, Debra	Walker Junior High
Luebben-Morrill, David	Walker Junior High
Maerki, Jane	Food Service Office
Mc Donough, John	Garage
Mc Hale, Glenda	Greater Anaheim Selpa
Mc Menamin, Timothy	Katella High
Nakayama, Lynn	Business
Nguyen, Khanh	Cypress High
Noda, Harumi	Oxford Café
Owen, Linda	South Junior High
Patino, Reuben	Instructional Services
Pearce, Jerry	Western High
Perez De Hernandez, Teresa	Brookhurst Café
Reyes, Randall	Anaheim High
Reyes, Charito	Orangeview Café
Ruiz, Anna Marie	Kennedy High
Seltzer, Michael	Western High
Slim, Nabil	Savanna High
Sobhana, Zakeya	Food Serv Elem
Tovar, Maria	Brookhurst Café

2015-2016 PERFECT ATTENDANCE AWARDS

NAME	LOCATION
GOLD APPLES (continued)	
Vallee, Kimberly	Certificated Human Resources
Watrous, Bradley	Information Systems
Yager, Sharon	Magnolia High
RED APPLES	
Altman, Zuhey	Orangeview Junior High
Azevedo, Vicky	Safe Schools
Belenyesi, Ildiko	Transportation
Brown, Gary	Sycamore Junior High
Browne Buss, Autumn	Brookhurst Junior High
Bullard, Leonida	Dale Café
Carbajal, Carey	Food Serv Elem
Carpenter Jr, Benjamin	Katella High
Carrillo, Liliana	Board Of Trustees
Cho, Esther	Dale Junior High
Colin, Ryan	Savanna High
Cortez-Barriga, Sonia	Sycamore Junior High
Crumley, Brooks-Anne	Lexington Junior High
Cruz, Adela	Safe Schools
Dawirs, Marion	Dale Junior High
Dorosky, David	Lexington Junior High
Egans, Shanna	Education
Esquivel, Lucia	Dale Café
Flores-Smith, Yolanda	Ball Junior High
Garcia, Darrick	Certificated Human Resources
Garton, Katelyn	Special Youth Services
Gilbert, Christine	Lexington Junior High
Glorioso, Salvatore	Katella High
Ha, Julie	Anaheim Café
Hanna, Barbara	Gilbert South
Harper, Elizabeth	Instructional Services
Hernandez Jr, Charles	Anaheim High
Hobson, Karl	Magnolia High
Hood, Hali	Katella High
Houston, Amber	Lexington Junior High
Howe, Jeffrey	Orangeview Junior High
Hupka, Christine	Special Youth Services
Jackman, Jeff	Maintenance
Jackson, Brad	Certificated Human Resources
Knight, John	Anaheim High
Konrad, Alison	Safe Schools

2015-2016 PERFECT ATTENDANCE AWARDS

NAME	LOCATION
RED APPLES (continued)	
Labrie, Mary	Cypress High
Lara-Beltran, Carmen	Food Serv Elem
Lavigne, Paul	Greater Anaheim Selpa
Ledterman, Caylin	Kennedy High
Leos, Enrique	Transportation
Lewis, Robert	Transportation
Linden, Gregory	Magnolia High
Lowe II, John	Information Systems
Lozano, Maria	Food Serv Elem
Martinez, Rubicelia	Food Serv Elem
Meneses, Dulce	Katella High
Mikuni, Michael	Cypress High
Miles, Noel	Magnolia High
Millan, Jamie	Education
Miller, Claudia	South Junior High
Muniz-Jones, Kori	Cypress High
Nava, Sofia	Loara Café
Orr, Karen	Accounting
Paniagua, Josue	Loara High
Park, Susan	South Junior High
Parmenter, Richard	Savanna High
Perez, Jessica	Anaheim High
Philip, Carol	Ball Junior High
Pointer, Luther	Anaheim High
Ramirez, Gabriela	South Junior High
Reyes, Pedro	Anaheim High
Rice, Ann	Brookhurst Junior High
Rivas, Ricardo	Anaheim High
Rodriguez, Rebeca	Food Serv Elem
Rodriguez, Luis	Walker Junior High
Rojas, Jose	Loara High
Romero Jr, Enrique	South Junior High
Saltz, Bruce	Accounting
Shuler, Elizabeth	Cypress Café
Slagle, Michael	Savanna High
Suarez, Gema	Katella High
Takacs, Kristy	Cypress High
Tambara-Leviste, Kortney	Savanna High
Tapia-Catalan, Irma	Kennedy Café
Tilden, Joshua	Hope

2015-2016 PERFECT ATTENDANCE AWARDS

NAME	LOCATION
RED APPLES (continued)	
Torres, Victor	Transportation
Tran, Thu Trang	Dale Café
Trujillo, Wendy	Food Serv Elem
Trujillo, Gloria	Food Serv Elem
Tsang, Chi	Anaheim Café
Tsengs, Leona	Magnolia Café
Vangilder, Ruth	Loara High
Ventura-Rivera, Efrain	Dist Food Center
Vincenti, Michael	Kennedy High
Voas, Patricia	Kennedy High
Wagner, Sonja	Loara High
Wei, Wen	Information Systems
Young, Lori	Special Youth Services
Zhang, Zhihong	Ball Junior High

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

Day of the Special Educator

RESOLUTION NO. 2016/17-E-05

November 10, 2016

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

WHEREAS, *Day of the Special Educator* will be observed throughout the nation on Wednesday, December 2nd, in recognition of the anniversary of the signing of the nation's first federal special education law by Gerald R. Ford on December 2, 1975; and

WHEREAS, the original Public Law (P.L.) 94-142, has been reauthorized several times since 1975, most recently as P.L. 101-457, the Individuals with Disabilities Education Improvement Act (IDEA) of 2004; and

WHEREAS, before President Ford signed the nation's first special education law on December 2, 1975, many students with disabilities were denied access to education and opportunities to learn, but this changed with a law that assures a free and appropriate public education to all children with disabilities in states receiving federal funds; and

WHEREAS, approximately 679,000 students with disabilities are supported by the state and local school districts throughout the state of California through a variety of direct services to students with special needs and their parents; and

WHEREAS, the Anaheim Union High School District provides special education and related services to nearly 3,400 students with disabilities, whose needs represent every disabling condition identified in federal law, including autism, specific learning disabilities, speech and language disorders, visual impairments, deaf and hard-of-hearing disabilities,

Resolution No. 2016/17-E-05

emotional disturbances, intellectual disabilities, other health impairments, traumatic brain injuries, orthopedic disabilities, deaf-blindness, and multiple disabilities; and

WHEREAS, the Anaheim Union High School District provides a full continuum of special education and related services, through a highly skilled special education staff of teachers and other specialists; and

WHEREAS, the Anaheim Union High School District also serves as the Responsible Local Agency (RLA) for the Greater Anaheim Special Education Local Plan Area (SELPA), that provides two program specialists dedicated to providing services to the Anaheim Union High School District, and along with a variety of other specialists, assist in providing program supports and services throughout all of the SELPA member districts; and

WHEREAS, the Anaheim Union High School District's general education and district's support staff including principals, assistant principals, teachers, counselors, nurses, bus drivers, food services workers, secretaries and other clerical staff, health services technicians and other site and district staff also provide support and services to students with disabilities;

THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Anaheim Union High School District hereby recognizes December 2, 2016, as Day of the Special Educator, in honor of the 40th Anniversary of the signing of P.L. 94-142, the accomplishments of our nation under IDEA, and celebrate the students, families, and educators who ensure that students with disabilities have equal access to a free and appropriate public education. The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees, on November 10, 2016, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Resolution No. 2016/17-E-05

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

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District of Orange County, California, and secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board of Trustees at the regular meeting thereof held on the 10th day of November 2016, 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 10th day of November, 2016.

Michael B. Matsuda
Superintendent and
Secretary to the Board of Trustees

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

Great American Smokeout Day

RESOLUTION NO. 2016/17-E-06

November 10, 2016

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

WHEREAS, the Great American Smokeout Day will be celebrated in every community, every year in America on the third Thursday of November; and

WHEREAS, tobacco, tobacco products, and nicotine use/abuse has continued to be at epidemic stages, particularly with new and emerging trends/products; and

WHEREAS, it is imperative that a united effort of community members launch visible tobacco, tobacco products and nicotine prevention efforts to reduce the demand for tobacco; and

WHEREAS, business, government, law enforcement, schools, religious institutions, service organizations, youth, medical, senior citizens, military, sports teams, and individuals will demonstrate their commitment to tobacco-free, healthy lifestyles by challenging people to stop using tobacco and help people to learn about the many tools they can use to help them quit on the Great American Smokeout Day;

THEREFORE, BE IT RESOLVED that the Board of Trustees of the Anaheim Union High School District hereby supports November 17, 2016, as the Great American Smokeout Day in the district and encourages its teachers, administrators, classified employees, and all staff to use the date to help people make a plan to quit, or plan in advance and quit smoking that day by publicizing the need to quit, pressing for laws that control tobacco use and, discouraging teens from starting while supporting people who want to quit, making a

Resolution No. 2016/17-E-06

visible statement that, as employees of the district, we are strongly committed to win the war against tobacco, tobacco products, and nicotine.

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees, on November 10, 2016, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District of Orange County, California, and secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board of Trustees at the regular meeting thereof, held on the 10th day of November 2016, and passed, by a roll call vote of all members present of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 10th day of November 2016.

Michael B. Matsuda
Superintendent and Secretary,
Board of Trustees

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

RESOLUTION TO ESTABLISH SPECIAL RESERVE 2017 COP PROJECT FUND NO. 4041

RESOLUTION NO. 2016/17-B-09

November 10, 2016

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

WHEREAS, the Education Code Section 42841 provides that the Governing Board of a school district may establish a separate fund for the purpose of deposit and expenditure of revenues received for the Special Reserve Fund for Capital Outlay Projects; and

WHEREAS, the Board of Trustees has determined the need to establish a separate Special Reserve 2017 COP Project Fund (Subfund 4041) to account for the issuance of Certificates of Participation and related expenditures for various capital outlay projects.

NOW, THEREFORE BE IT RESOLVED that the Board of Trustees authorizes the administration to establish a Special Reserve 2017 COP Project Fund with the County Treasurer effective November 10, 2016.

The foregoing resolution was passed and adopted at the regular meeting of the Board of Trustees on November 10, 2016, by the following roll call vote.

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
)
) SS
)

COUNTY OF ORANGE)

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District of Orange County, California, and secretary to the Board of Trustees therefore, 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 10th day of November 2016, 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 10th day of November 2016.

Michael B. Matsuda
Superintendent and
Secretary to the Board of Trustees

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

Authorizing the Execution and Delivery of the Anaheim Union High School District 2017 Certificates of Participation and in an Aggregate Principal Amount of Not to Exceed \$39,000,000, Authorizing the Distribution of an Official Statement in Connection Therewith, and Authorizing the Execution of Various Documents and Related Actions

Resolution No. 2016/17-B-10

November 10, 2016

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

WHEREAS, the Anaheim Union High School District (the "District") is a school district duly organized and existing under and pursuant to the Constitution and laws of the State of California (the "State"); and

WHEREAS, the District desires to finance the costs of acquiring, constructing, installing, and equipping certain improvements to sites and facilities owned by the District (the "2017 Project") by authorizing the execution and delivery of the Anaheim Union High School District 2017 Certificates of Participation (the "Certificates"); and

WHEREAS, in order to facilitate the execution and delivery of the Certificates, the District will lease certain real property and the improvements described herein (the "Property") to the Anaheim UHSD Facilities Corporation (the "Corporation") pursuant to the Site Lease (the "Site Lease") to be entered into by and between the District and the Corporation, and will sublease the Property back from the Corporation pursuant to the Lease Agreement to be entered into by and between the District and the Corporation (the "Lease Agreement"); and

WHEREAS, the Certificates will evidence direct, fractional undivided interests in the lease payments to be made under the Lease Agreement; and

WHEREAS, the District and the Corporation have determined that it would be in the best interests of the District and the Corporation to provide the funds to finance the 2017 Project through the sale and delivery of the Certificates pursuant to a Trust Agreement (the "Trust Agreement") to be entered into by and between U.S. Bank National Association (the "Trustee"), the Corporation and the District; and

WHEREAS, all rights to receive the lease payments will be assigned, without recourse, by the Corporation to the Trustee pursuant to an Assignment Agreement to be entered into by such parties; and

WHEREAS, in consideration of such assignment and the execution of the Trust Agreement, the Trustee will execute and deliver the Certificates, each evidencing a direct, fractional undivided interest in the lease payments to be paid under the Lease Agreement; and

WHEREAS, a form of Certificate Purchase Agreement (the "Purchase Agreement") relating to the Certificates has been prepared; and

WHEREAS, Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 (“Rule 15c2-12”) requires that, in order to be able to purchase or sell the Certificates, the underwriter thereof must have reasonably determined that the District has undertaken in a written agreement or contract for the benefit of the holders of the Certificates to provide disclosure of certain financial information and certain material events on an ongoing basis; and

WHEREAS, in order to comply with Rule 15c2-12, the District proposes to enter into a Continuing Disclosure Certificate (the “Continuing Disclosure Certificate”); and

WHEREAS, a form of the Preliminary Official Statement (the “Preliminary Official Statement”) to be distributed in connection with the public offering of the Certificates has been prepared; and

WHEREAS, the Board of Trustees of the District (the “Board”) has been presented with the form of each document referred to herein relating to the actions contemplated hereby, and the Board has examined and approved each document and desires to authorize and direct the execution of such documents and the consummation of such actions; and

WHEREAS, all acts, conditions, and things required by the Constitution and laws of the State of California to exist, to have happened, and to have been performed precedent to and in connection with the consummation of the actions authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the District is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such actions for the purpose, in the manner and upon the terms herein provided;

NOW, THEREFORE BE IT RESOLVED, this Board hereby ORDERS, RESOLVES, and DETERMINES, as follows:

SECTION 1. Recitals. All of the recitals herein contained are true and correct and the Board so finds.

SECTION 2. Approval of Site Lease. The form of the Site Lease, on file with the Clerk of the Board, is hereby approved, and each of the President of the Board, and such other members of the Board as the president may designate, the superintendent of the District, the assistant superintendent for Business Services of the District, and such other officers or employees of the District as the superintendent or the assistant superintendent for Business Services may designate (collectively, the “Authorized Officers”), acting alone, is hereby authorized and directed, for and in the name and on behalf of the District, to execute and deliver the Site Lease in substantially said form, 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.

SECTION 3. Approval of Lease Agreement. The form of the Lease Agreement, on file with the Clerk of the Board, is hereby approved, and 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 and deliver the Lease Agreement in substantially said form, 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; provided, however, that the aggregate amount of the principal components of the lease payments payable under the Lease Agreement shall not exceed \$39,000,000, the term of the Lease Agreement shall end on or before September 1, 2041 (provided that such term may be

extended as provided therein) and the rate applicable to any interest component of the lease payments payable under the Lease Agreement shall not exceed 6% per annum. The Property to be leased under the Site Lease and the Lease Agreement shall consist of the District's South Junior High School, Cypress High School, and Ball Junior High School, and/or such other or additional school sites and facilities of the District as are selected by the superintendent or the assistant superintendent for Business Services and are determined by such official to have an annual fair rental value at least equal to the annual lease payments to be made under the Lease Agreement. The Board hereby determines that the lease payments due under the Lease Agreement in each fiscal year are reasonable and will not exceed the fair rental value of the Property to the District in each fiscal year and that each individual lease payment will be accompanied by consideration received by the District corresponding to that payment.

SECTION 4. Approval of Trust Agreement. The form of Trust Agreement, on file with the Clerk of the Board, is hereby approved, and 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 and deliver the Trust Agreement in substantially said form, 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.

SECTION 5. Bond Insurance. Each of the Authorized Officers, acting alone, is hereby authorized (a) to solicit bids for a municipal bond insurance policy and a reserve fund surety policy, (b) to negotiate the terms of such policies, (c) to finalize the form of such policies with a municipal bond insurer (the "Insurer"), and (d) to pay the insurance premium of such policies from the proceeds of the sale of the Certificates provided that such Authorized Officer determines, based on the advice of the District Financial Advisor (defined below), that the net present value savings in interest costs resulting from the municipal bond insurance policy exceeds the premium cost of such policy.

SECTION 6. Approval of Execution and Delivery of Certificates of Participation. The execution and delivery of the Certificates evidencing principal in an aggregate amount not to exceed \$39,000,000, payable in the years and in the amounts, and evidencing interest as specified in the Trust Agreement as finally executed, are hereby authorized and approved.

SECTION 7. Terms and Conditions of Sale; Approval of Certificate Purchase Agreement. The Certificates shall be sold as is determined by the Authorized Officers to be in the best interest of the District. To facilitate the sale, this Board hereby approves and authorizes Government Financial Strategies Inc. (the "Financial Advisor") to conduct an underwriter selection process. The Authorized Officers are authorized and directed to select an underwriter (the "Underwriter") for the Certificates based on recommendations made by the Financial Advisor and to execute any and all agreements and certificates necessary, and to negotiate the final terms of the sale of the Certificates with the Underwriter. The method of sale described above has been selected by the Board because it offers greater flexibility than a legally competitive sale process in setting and changing the time and terms of the sale.

The form of the Purchase Agreement by and between the District and the Underwriter is hereby approved and each of the Authorized Officers, acting alone, is hereby authorized and directed to approve, execute and deliver a Purchase Agreement for the Certificates to be sold, substantially in the form on file with the Clerk of the Board, with such changes therein as the Authorized Officer executing the same may require or approve, with such approval to be conclusively evidenced by the execution and delivery thereof;

provided, however, that the Underwriter's discount, excluding original issue discount or premium on the Certificates, shall not exceed 2% of the aggregate of principal amount of Certificates sold pursuant to the Purchase Agreement. Each Authorized Officer is further authorized to determine the principal amount of the Certificates to be sold pursuant to the Purchase Agreement, up to \$39,000,000.

SECTION 8. Approval of Continuing Disclosure Certificate. The form of Continuing Disclosure Certificate, on file with the Clerk of the Board, is hereby approved, and 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 and deliver the Continuing Disclosure Certificate in substantially said form, 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.

SECTION 9. Approval of Preliminary Official Statement. The form of Preliminary Official Statement, on file with the Clerk of the Board, is hereby approved, together with such changes therein as may be approved by an Authorized Officer as necessary to cause the Preliminary Official Statement, as of its date, not to contain any untrue statement of a material fact or to omit to state a material fact. The Authorized Officers are authorized and directed to make necessary changes to the Preliminary Official Statement to include the most recently Board-approved financial information available at the time the Preliminary Official Statement is finalized. The use of the Preliminary Official Statement in connection with the offering and sale of the Certificates is hereby authorized and approved. Each of the Authorized Officers, acting alone, is hereby authorized to certify on behalf of the District that the Preliminary Official Statement is deemed final as of its date, within the meaning of Rule 15c2-12 (except for the omission of certain final pricing, rating and related information as permitted by Rule 15c2-12).

SECTION 10. Approval of Official Statement. The preparation and delivery of an Official Statement, and its use by the Underwriter in connection with the offering and sale of the Certificates, is hereby authorized and approved. The Official Statement shall be in substantially the form of the Preliminary Official Statement with such changes, insertions and omissions as may be approved by an Authorized Officer, such approval to be conclusively evidenced by the delivery thereof to the Underwriter. The Authorized Officers are each hereby authorized and directed, for and in the name of and on behalf of the District, to execute the final Official Statement and any amendment or supplement thereto and thereupon to cause the final Official Statement and any such amendment or supplement to be delivered to the Underwriter.

SECTION 11. Official Action. Each of the Authorized Officers, acting alone, is hereby authorized and directed to do any and all things which they may deem necessary or advisable in order to consummate the transactions herein authorized, and otherwise to carry out, give effect to and comply with the terms and intent of this resolution.

SECTION 12. Prior Actions. All actions heretofore taken by the officers, employees and agents of the District with respect to the transactions set forth above are hereby approved, confirmed, and ratified.

SECTION 13. Effective Date. This resolution shall take effect immediately upon its passage and adoption.

The foregoing resolution was passed and adopted at the regular meeting of the Board of Trustees on 10th day of November, 2016 by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
)SS
COUNTY OF ORANGE)

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District, of Orange County, of California, and secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regular adopted by the said board at the regular meeting thereof held on the 10th day of November 2016 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 10th day of November 2016.

Michael B. Matsuda
Superintendent and
Secretary of the Board of Trustee



MEMORANDUM

To: Jennifer Root
Bruce Saltz

From: Sirikhwan K. Weaver *SKW*

Date: October 26, 2016

Re: Documents Associated with the 2017 Certificates of Participation

Jennifer and Bruce, in order to assist your Board with a review and understanding of the main documents involved with the 2017 Certificates of Participation (the "COPs"), we have prepared this memorandum summarizing the purpose and contents of the authorizing resolution.

Resolution

In addition to authorizing the sale of the COPs via competitive process, the resolution sets the maximum amount of COPs that can be issued (\$39 million), sets the maximum term of the financing to September 2041, sets the maximum interest rate to 6%, lists the possible collateral school sites for the financing, and approves the forms of various legal documents listed below and authorizes certain District officials to execute the final versions of these documents to be completed after the sale of the COPs.

- Site Lease
- Lease Agreement
- Assignment Agreement
- Trust Agreement
- Certificate Purchase Agreement
- Continuing Disclosure Certificate
- Preliminary Official Statement

Site Lease

Under the Site Lease, the District leases the sites chosen as collateral for the COPs (currently planned to be South Junior High School, Cypress High School and Ball Junior High School) to the Anaheim UHSD Facilities Corporation (the "Corporation").

Lease Agreement

Under the Lease Agreement, the Corporation subleases the collateral back to the District in exchange for lease payments. The lease payments made by the District to the Corporation are assigned to U.S. Bank National Association (the "Trustee") via an Assignment Agreement (see below) and serve as the District's debt service payments. Basic terms of the Lease Agreement include, among other items:

- The duration of the lease and the amount and timing of lease payments
- A provision for the substitution of collateral, in the event the District desires to substitute another school site(s) in place of the original sites chosen as collateral

- A covenant that the District will annually furnish to the Trustee a certificate of the District stating that the District budget for the year includes the rental payments due in that year (the Trustee may send you a formal request for the annual certificate)
- Provisions stating the required minimum levels of insurance for the collateral, and the requirement to furnish to the Trustee certificates confirming the renewal of the policies prior to their expiration (the Trustee may send you a formal request for the annual certificate)
- Provisions regarding prepayment of the lease, including mandatory prepayment from insurance or eminent domain proceeds

Assignment Agreement

Under the Assignment Agreement between the Corporation and the Trustee, the Corporation assigns its rights under the Lease Agreement, including the right to receive lease payments from the District, to the Trustee.

Trust Agreement

The Trust Agreement between the Trustee, the District and the Corporation establishes the terms and conditions upon which the COPs will be delivered and identifies other terms of the COPs including:

- The duration and structure of the COPs and debt service payments
- Provisions for prepayment of the COPs, both optional and mandatory (as in the case of eminent domain, for example)
- The creation of funds and accounts associated with the COPs and the application of the COP proceeds
- Roles and responsibilities of the Trustee
- How and when the legal documents may be amended

Certificate Purchase Agreement

The Certificate Purchase Agreement between the District and the winning Underwriter will be signed on the day of sale. The Certificate Purchase Agreement identifies the purchase price that the District will receive, the interest rates and maturity schedule of the COPs. The Certificate Purchase Agreement also outlines the documents that are required to close the financing and describes conditions under which the agreement can be canceled by the Underwriter.

Continuing Disclosure Certificate

The Continuing Disclosure Certificate outlines the District's responsibilities for updating the municipal market and investors with information after the COPs have been issued. The intent is to inform the market of the annual financial condition of the District, as well as other events that may be significant to investors, as they occur. The required content of the annual report and the list of significant events are outlined in the Continuing Disclosure Certificate.

Preliminary Official Statement

The Preliminary Official Statement (the "POS") is the offering document containing material information for an investor to make an informed investment decision.

Each Board member should review the POS and let District staff know if there are any concerns that the POS fails to provide accurate and complete information that a reasonable investor would consider significant in making a decision to purchase the COPs. In reviewing the POS, please keep in mind that it is written with a certain amount of disclaimer and formality. This style is consistent

October 26, 2016
Jennifer Root
Bruce Saltz
RE: Documents Associated with the 2017 Certificates of Participation
Page 3



with the industry standard for preparing such documents and enables the COPs to be effectively marketed to potential investors. Based on the current schedule of events, it would be very helpful if any questions or comments regarding the preliminary Official Statement could be shared with us by no later than December 29, 2016.

Please note that the POS provided is a draft and is not complete. The completed version of the POS will be distributed to underwriters approximately one week before the currently planned sale date of January 12, 2017, with the final Official Statement incorporating the terms of the sale distributed approximately one week after the sale.

Jennifer and Bruce, we hope that you have found this memorandum helpful. As always, please let us know if you have any questions.

SKW/abm

RECORDING REQUESTED BY:
Anaheim Union High School District

AND WHEN RECORDED MAIL TO:
Stradling Yocca Carlson & Rauth
660 Newport Center Drive, Suite 1600
Newport Beach, California 92660
Attn: Robert J. Whalen, Esq.

[Space above for Recorder's use.]

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11921 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

THE GRANTOR AND THE GRANTEE ARE GOVERNMENTAL AGENCIES.

SITE LEASE

by and between

**ANAHEIM UNION HIGH SCHOOL DISTRICT,
as Lessor**

and

**ANAHEIM UHSD FACILITIES CORPORATION,
as Lessee**

Dated as of _____ 1, 2017

Relating to

§ _____
**ANAHEIM UNION HIGH SCHOOL DISTRICT
2017 CERTIFICATES OF PARTICIPATION**

SITE LEASE

This SITE LEASE, executed and entered into as of _____ 1, 2017, by and between the ANAHEIM UNION HIGH SCHOOL DISTRICT, a school district duly organized and existing under and by virtue of the Constitution and laws of the State of California (the "District"), and the ANAHEIM UHSD FACILITIES CORPORATION, a nonprofit public benefit corporation duly organized and existing under and by virtue of the laws of the State of California (the "Corporation");

WITNESSETH:

WHEREAS, the Corporation is entering into this Site Lease (the "Site Lease") with the District for the purpose of having the District lease the real property described in Exhibit A and any facilities located thereon (the "Property") to the Corporation; and

WHEREAS, the Corporation intends to lease back the Property to the District pursuant to a Lease Agreement to be executed and entered into as of the date hereof (the "Lease"); and

WHEREAS, by resolutions duly adopted by their respective governing boards, the District and the Corporation have agreed to execute this Site Lease, and to deliver it upon performance and compliance by each party with all terms or conditions of this contract to be performed concurrently herewith, including without limitation the delivery of certain certificates of participation designated Anaheim Union High School District 2017 Certificates of Participation (the "Certificates") executed and delivered pursuant to a Trust Agreement, dated as of the date hereof (the "Trust Agreement"), by and among the District, the Corporation and U.S. Bank National Association, as trustee (the "Trustee"); and

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

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

Section 1. Definitions. All terms not otherwise defined herein shall have the definitions given such terms in the Trust Agreement or the Lease.

Section 2. The Property. The District hereby leases the Property to the Corporation and the Corporation hereby leases the Property from the District, on the terms and conditions hereinafter set forth.

Section 3. Term. The term of this Site Lease shall commence as of the date of execution and delivery of the Certificates, which shall be _____, 2017, and shall remain in effect until the last day of the Term (as defined in the Lease); provided, however, that in the event of a default by the District under the Lease and the Corporation's election to terminate the Lease under Section 9.2(b) thereof, the term of this Site Lease shall not terminate until the earlier of such time as

all amounts payable by the District under the Lease and the Trust Agreement have been paid in full or September 1, 2051.

Section 4. Rental. The Corporation, and any assignee or successor in interest of the Corporation under this Site Lease, shall pay to the Trustee on behalf of the District the sum of \$_____ representing the net proceeds of the Certificates remaining after the payment of the Underwriter's fee and the premium for the Insurance Policy and the Reserve Policy as prepayment of rental hereunder.

Section 5. Purpose. The Corporation shall use the Property solely for the purpose of leasing back such Property to the District or others pursuant to the Lease and for such purposes as may be incidental thereto; provided, that in the event of default by the District under the Lease or termination pursuant thereto, the Corporation may exercise the remedies of repossession and re-leasing of the Property, as provided in the Lease.

Section 6. Interest in Property. The District warrants and covenants that it has sufficient interest in the Property to lease it hereunder. In the event of a title defect in the Property that impairs the right to use and occupy the Property, the District covenants that it will exercise its condemnation powers to the extent permitted by law to obtain the necessary rights in the Property to cure such defect and limitation of the right to use and occupancy.

Section 7. Assignments and Subleases. The District acknowledges and affirms the assignment by the Corporation of its rights under this Site Lease to the Trustee, under the terms of the Assignment Agreement dated as of the date hereof, for the benefit of the Owners of the Certificates and any Additional Certificates. This Site Lease may also be assigned and the Property subleased, as a whole or in part, by the Corporation or the Trustee without necessity of obtaining the consent of the District, if any event of default occurs under the Lease. Other than as set forth above, no other subleases may be entered into with respect to the Property without the prior written consent of the Insurer (so long as the Insurer is not in default in its payment obligations under the Insurance Policy).

Section 8. Termination. The Corporation agrees, upon the termination of this Site Lease, to quit and surrender the Property in the same good order and condition as the same was in at the time of commencement of the term hereunder, reasonable wear and tear excepted, and agrees that any permanent improvements and structures existing upon the Property at the time of the termination of this Site Lease shall remain thereon and title thereto shall vest in the District.

Section 9. Quiet Enjoyment. The Corporation at all times during the term of this Site Lease shall peaceably and quietly have, hold and enjoy all of the Property.

Section 10. Default. In the event the Corporation shall be in default in the performance of any obligation on its part to be performed under the terms of this Site Lease, which default continues for 30 days following the District's written notice to and demand for correction thereof by the Corporation, the District may exercise any and all remedies granted by law; provided, however, that no merger of this Site Lease and the Lease shall be deemed to occur as a result of the District's exercise of any remedies hereunder.

Section 11. Taxes. Subject to the provisions of Section 7.7 of the Lease, the District covenants and agrees to pay any and all assessments of any kind or character and also all taxes, including possessory interest taxes, levied or assessed upon the Property.

Section 12. Eminent Domain. In the event the whole or any part of the Property is taken by eminent domain proceedings, the interest of the Corporation shall be recognized and is hereby determined to be the amount of unpaid Lease Payments, Reserve Replenishment Rent and all Additional Payments due the Corporation under the Lease.

Section 13. Partial Invalidity. If any one or more of the terms, provisions, covenants or conditions of this Site Lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Site Lease shall be affected thereby, and each provision of this Site Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 14. Applicable Law. This Site Lease shall be governed by and construed in accordance with the laws of the State of California.

Section 15. Representatives. Whenever under the provisions of this Site Lease the approval of the Corporation or the District is required, or the Corporation or the District is required to take some action at the request of the other, such approval or such request shall be given for the District by the Superintendent or Assistant Superintendent, Business Services and Support as representative, or his or her written designee as representative, and for the Corporation by its President, Secretary or Chief Financial Officer, as representative, or his or her written designee as representative, and any party hereto shall be authorized to rely upon any such approval or request.

Section 16. Captions. The captions or headings in this Site Lease are for convenience only and in no way define, limit or describe the scope or intent of any provision or Section of this Site Lease.

Section 17. Execution in Counterparts. This Site Lease may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 18. Amendments. This Site Lease may be amended in writing as may be mutually agreed by the District, the Corporation and the Insurer (so long as the Insurer is not in default in its payment obligations under the Insurance Policy); provided, however, that, if Certificates or Additional Certificates have been executed and delivered and are Outstanding, no such amendment which materially adversely affects the rights of the Owners of the Certificates or Additional Certificates shall be effective unless it shall have been consented to by the Trustee and the Owners of a majority in aggregate principal amount of the Certificates and Additional Certificates then Outstanding.

Section 19. Warranties of the District as to the Property. The District covenants and warrants to the Corporation:

(a) That the Property is not subject to any dedication, easement, right of way, reservation in patent, covenant, condition, restriction, lien or encumbrance which would prohibit or materially interfere for the financing as contemplated by the Lease;

(b) That all taxes, assessments, or impositions of any kind with respect to the Property, except current taxes, have been paid in full;

(c) That the Property is necessary to the District in order for the District to perform its governmental functions; and

(d) That the Property is properly zoned for its intended purposes.

Section 20. Further Assurances and Corrective Instruments. The Corporation and the District agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Property hereby leased or intended so to be or for carrying out the expressed intention of this Site Lease.

Section 21. Third Party Beneficiary. The Trustee and the Insurer are hereby made third party beneficiaries of this Site Lease.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties have caused this Site Lease to be executed by their duly authorized officers as of the date and year first above written.

ANAHEIM UNION HIGH SCHOOL DISTRICT, as
lessor

By: _____
Superintendent

ANAHEIM UHSD FACILITIES CORPORATION,
as lessee

By: _____
President

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in the Property conveyed under the foregoing to the Anaheim UHSD Facilities Corporation (the "Corporation"), a nonprofit public benefit corporation duly organized under the laws of the State of California, is hereby accepted by the undersigned officer or agent on behalf of the Corporation, pursuant to authority conferred by resolution of the Corporation adopted on _____, 2017 and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 2017

ANAHEIM UHSD FACILITIES CORPORATION

By: _____
President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On _____ before me, _____, Notary Public,

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

SIGNATURE OF NOTARY PUBLIC

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On _____ before me, _____, Notary Public,

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

SIGNATURE OF NOTARY PUBLIC

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

The property constituting the Leased Property consists of the parcels of land and all buildings, improvements and facilities at any time situated thereon, which parcels are located in the City of Anaheim, County of Orange, State of California, and are described as follows:

END OF LEGAL DESCRIPTION

RECORDING REQUESTED BY:
Anaheim Union High School District

AND WHEN RECORDED MAIL TO:
Stradling Yocca Carlson & Rauth
660 Newport Center Drive, Suite 1600
Newport Beach, California 92660
Attn: Robert J. Whalen, Esq.

[Space above for Recorder's use.]

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11921 OF THE CALIFORNIA REVENUE AND TAXATION CODE AND THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE BECAUSE THE ASSIGNOR IS A GOVERNMENTAL AGENCY. LEASE TERM LESS THAN 35 YEARS.

THE GRANTOR AND THE GRANTEE ARE GOVERNMENTAL AGENCIES.

LEASE AGREEMENT

Dated as of _____ 1, 2017

between

**ANAHEIM UHSD FACILITIES CORPORATION,
as Lessor**

and

**ANAHEIM UNION HIGH SCHOOL DISTRICT,
as Lessee**

Relating to

**§ _____
ANAHEIM UNION HIGH SCHOOL DISTRICT,
2017 CERTIFICATES OF PARTICIPATION**

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LEASE AGREEMENT

THIS LEASE AGREEMENT, dated as of _____ 1, 2017 is by and between the ANAHEIM UHSD FACILITIES CORPORATION, a nonprofit public benefit corporation duly organized and existing under the laws of the State of California, including without limitation Section 5110 *et seq.* of the Corporations Code of the State of California, as lessor (the "Corporation"), and the ANAHEIM UNION HIGH SCHOOL DISTRICT, a school district duly organized and existing under the Constitution and laws of said State, as lessee (the "District"):

WITNESSETH:

WHEREAS, the District may enter into leases and agreements relating to real property and buildings to be used by the District; and

WHEREAS, the District and the Corporation desire to cause the execution and delivery of the Anaheim Union High School District 2017 Certificate of Participation (the "Certificates") to finance the costs of the acquisition, construction and installation of certain capital improvements to the District's property as described in Exhibit C hereto (the "Project"); and

WHEREAS, the District has entered into a Site Lease of even date herewith (the "Site Lease") with the Corporation under which the District has agreed to lease the real property described in Exhibit B hereto, and any facilities and improvements located thereon (the "Property") to the Corporation, and which Site Lease provides that the title to the Property shall vest in the District at the expiration of the Site Lease (as provided in Section 8 thereof), and contains other terms and conditions as the governing board of the District deems to be in the best interest of the District; and

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

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS AND EXHIBITS

Section I.1 Definitions and Rules of Construction. Unless the context otherwise requires, the capitalized terms used herein shall, for all purposes of this Lease, have the meanings specified in the Trust Agreement related to the Certificates (the "Trust Agreement"), dated as of the date hereof, by and among U.S. Bank National Association, as Trustee thereunder, the Corporation, and the District, together with any amendments thereof or supplements thereto permitted to be made thereunder; and the additional terms defined in this Section shall, for all purposes of this Lease, have the meanings herein specified. Unless the context otherwise indicates, words importing the singular number shall include the plural number and vice versa. The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms, as used in this Lease, refer to this Lease as a whole.

"Asbestos Containing Materials" shall mean material in friable form containing more than one percent (1%) of the asbestiform varieties of (a) chrysotile (serpentine); (b) crocidolite (ricbeckite); (c) amosite (cumington-itegrinerite); (d) anthophyllite; (e) tremolite; and (f) actinolite.

"Environmental Regulations" shall mean all federal, state and local laws and regulations, now or hereafter in effect, with respect to Hazardous Materials, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended (42 U.S.C. Section 9601, *et seq.*) (together with the regulations promulgated thereunder, "CERCLA"), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 6901, *et seq.*) (together with the regulations promulgated thereunder, "RCRA"), the Emergency Planning and Community Right-to-Know Act, as amended (42 U.S.C. Section 11001, *et seq.*) (together with the regulations promulgated thereunder, "Title III"), the Clean Water Act, as amended (33 U.S.C. Section 1321, *et seq.*) (together with the regulations promulgated thereunder, "CWA"), the Clean Air Act, as amended (42 U.S.C. Section 7401, *et seq.*) (together with the regulations promulgated thereunder, "CAA") and the Toxic Substances Control Act, as amended (15 U.S.C. Section 2601 *et seq.*) (together with the regulations promulgated thereunder, "TSCA"), and any state or local similar laws and regulations and any so-called local, state or federal "superfund" or "superlien" law.

"Interest Component" means the portion of the Lease Payments designated in Exhibit A hereto as the Interest Component.

"Permitted Encumbrances" means, as of any particular time: (i) liens for general ad valorem taxes and assessments, if any, or which the District may, pursuant to provisions of Section 7.7 hereof, permit to remain unpaid; (ii) the Assignment Agreement; (iii) this Lease; (iv) the Site Lease; (v) any contested right or claim of any mechanic, laborer, materialman, supplier or vendor filed or perfected in the manner prescribed by law to the extent permitted under Section 7.8(b) hereof; (vi) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record as of the Closing Date and which the District hereby certifies will not materially impair the use of the Property by the District; and (vii) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions established following the date of recordation of this Lease and to which the District certifies in writing do not affect the intended use of the Property or impair the security granted to the Trustee for the benefit of the owners of the Certificates by the Trust

Agreement and the Assignment Agreement and to which the Corporation and the Insurer consent in writing.

“Principal Component” means the portion of the Lease Payments designated in Exhibit A hereto as the Principal Component.

“Project” means the Project described in Exhibit C which will be financed with the proceeds of the Certificates, and any and all additions thereto made as provided in Section 3.5 hereof.

“Property” means the site or sites described in Exhibit B hereto and all facilities and improvements located thereon; provided, however, that the site or sites comprising the Property may be amended pursuant to the provisions of Section 7.12 herein.

“Reserve Replenishment Rent” means Reserve Replenishment Rent payable pursuant to Section 4.4(d) hereof.

“Term” shall have the meaning given in Section 4.2 hereof.

“Vendors” or “Contractors” means the persons with whom the Corporation, or the District as agent of the Corporation, has contracted for completion of the Project.

Section 1.2 Exhibits. The following Exhibits are attached to, and by reference made a part of, this Lease:

Exhibit A: Schedule of Lease Payments to be paid by the District to the Corporation, showing the dates for each Lease Payment and amount of each Lease Payment.

Exhibit B: Legal Description of the Property.

Exhibit C: General Description of the Project.

Exhibit D: Lease Supplement Form.

Exhibit E: Form of Certificate of Substitution or Addition of Project Component.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section II.1 Representations, Covenants and Warranties of the District. The District represents, covenants and warrants to the Corporation, the Trustee and the Insurer as follows:

(a) Due Organization and Existence. The District is a school district duly organized and existing under the Constitution and laws of the State.

(b) Authorization; Enforceability. The Constitution and laws of the State authorize the District to enter into this Lease, the Site Lease, the Trust Agreement and the Continuing Disclosure Certificate, and to enter into the transactions contemplated by and to carry out its obligations under all of the aforesaid leases and agreements; the District has duly authorized and executed all of the aforesaid leases and agreements. This Lease, the Site Lease, the Trust Agreement and the Continuing Disclosure Certificate constitute the legal, valid and binding obligations of the District enforceable in accordance with their respective terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

(c) No Conflicts or Default; No Liens or Encumbrances. Neither the execution and delivery of this Lease, the Site Lease, the Continuing Disclosure Certificate or the Trust Agreement, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the District is now a party or by which the District is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the District, or upon the Property except for Permitted Encumbrances and the pledges contained in the Trust Agreement.

(d) Execution and Delivery. The District has duly authorized and executed this Lease, the Site Lease, the Continuing Disclosure Certificate and the Trust Agreement in accordance with the Constitution and laws of the State.

(e) Indemnification of Corporation. The District covenants to defend, indemnify and hold harmless the Corporation and its directors, officers, employees, agents, successors and assigns (collectively, the “Indemnified Party”) against any and all losses, claims, damages or liabilities, joint or several, including fees and expenses incurred in connection therewith, to which such Indemnified Party may become subject under any statute or at law or in equity or otherwise in connection with the transactions contemplated by this Lease, and shall reimburse any such Indemnified Party for any legal or other expenses incurred by it in connection with investigating any claims against it and defending any actions, insofar as such losses, claims, damages, liabilities or actions arise out of the transactions contemplated by this Lease. In particular, without limitation, the District shall and hereby agrees to indemnify and save the Indemnified Party harmless from and against all claims, losses and damages, including legal fees and expenses, arising out of (i) the use, maintenance, condition or management of, or from any work or thing done on the Project or the Property by the District, (ii) any breach or default on the part of the District in the performance of any of its obligations under this Lease, (iii) any act of negligence of the District or of any of its agents, contractors, servants, employees or licensees with respect to the Project or the Property, (iv) any act of negligence of any assignee or sublessee of the District with respect to the Project or the Property, or (v) the completion of the Project or the authorization of payment of the Project Costs by the District. No indemnification is made under this Section or elsewhere in this Lease for claims, losses or damages, including legal fees and expenses arising out of the willful misconduct or negligence under this Lease by the Corporation, its directors, officers, agents, employees, successors or assigns.

(f) General Tax and Arbitrage Covenant. The District hereby covenants that, notwithstanding any other provision of this Lease, it shall not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the Interest Component evidenced by the Certificates under Section 103 of the Code. The District shall not, directly or indirectly, use or permit the use of proceeds of the Certificates or the Project, or any portion thereof, by any person other than a governmental unit (as such term is used in Section 141 of the Code), in such manner or to such extent as would result in the loss of exclusion from gross income for federal income tax purposes of the Interest Component evidenced by the Certificates.

The District shall not take any action, or fail to take any action, if any such action or failure to take action would cause the Lease Payments evidenced by Certificates to be “private activity bonds” within the meaning of Section 141 of the Code, and in furtherance thereof, shall not make any use of the proceeds of the Certificates or the Project, or any portion thereof, or any other funds of the District, that would cause the Lease Payments evidenced by Certificates to be “private activity bonds” within the meaning of Section 141 of the Code. To that end, so long as any Certificates are outstanding, the District, with respect to such proceeds and the Project and such other funds, will comply with applicable requirements of the Code and all regulations of the United States Department of the Treasury issued thereunder and under Section 103 of the Code, to the extent such requirements are, at the time, applicable and in effect.

The District shall not, directly or indirectly, use or permit the use of any proceeds of any Certificates or of the Project, or other funds of the District, or take or omit to take any action, that would cause the Lease Payments evidenced by Certificates to be “arbitrage bonds” within the meaning of Section 148 of the Code. To that end, the District shall comply with all requirements of Section 148 of the Code and all regulations of the United States Department of the Treasury issued

thereunder to the extent such requirements are, at the time, in effect and applicable to the Lease Payments evidenced by Certificates.

The District shall not make any use of the proceeds of the Certificates or any other funds of the District, or take or omit to take any other action, that would cause the Lease Payments evidenced by Certificates to be “federally guaranteed” within the meaning of Section 149(b) of the Code.

(g) Essentiality of Property. The District hereby represents that the components of the Property being leased hereunder are essential school district facilities.

Section II.2 Representations, Covenants and Warranties of the Corporation. The Corporation represents, covenants and warrants to the District, the Trustee and the Insurer as follows:

(a) Due Organization and Existence; Enforceability. The Corporation is a nonprofit public benefit corporation duly organized, existing and in good standing under and by virtue of the laws of the State, has the power to enter into this Lease, the Assignment Agreement, the Site Lease and the Trust Agreement; is possessed of full power to own and hold real and personal property, and to lease and sell the same; and has duly authorized the execution and delivery of all of the aforesaid leases and agreements. This Lease, the Assignment Agreement, the Site Lease and the Trust Agreement constitute the legal, valid and binding obligations of the Corporation, enforceable in accordance with their respective terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

(b) No Conflicts or Defaults; No Liens or Encumbrances. Neither the execution and delivery of this Lease, the Assignment Agreement, the Site Lease or the Trust Agreement, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of the Articles of Incorporation or Bylaws of the Corporation or any restriction or any agreement or instrument to which the Corporation is now a party or by which the Corporation is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Corporation, or upon the Property except by Permitted Encumbrances and by the pledge contained in the Trust Agreement.

(c) Execution and Delivery. The Corporation has duly authorized and executed this Lease, the Assignment Agreement, the Site Lease and the Trust Agreement in accordance with the laws of the State.

(d) Maintenance of Corporate Existence. To the extent permitted by law, the Corporation agrees that during the Term hereof it will maintain its existence as a corporation, will not dissolve or otherwise dispose of all or substantially all of its assets, if any, will not become a general or limited partner in any partnership and will not combine or consolidate with or merge into any other entity or permit one or more other entities to consolidate with or merge into it.

(e) Qualification in California. The Corporation agrees that throughout the Term hereof it will be qualified to do business in the State.

(f) General Tax and Arbitrage Covenant. To the extent that the Corporation may control the Project or the proceeds of the Certificates, the Corporation covenants that, notwithstanding any other provision of this Lease, it shall not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the Interest Component evidenced by the Certificates under Section 103 of the Code. To the extent that the Corporation may control the Project or the proceeds of the Certificates, the Corporation shall not, directly or indirectly, use or permit the use of proceeds of the Certificates or the Project, or any portion thereof, by any person other than a governmental unit (as such term is used in Section 141 of the Code), in such manner or to such extent as would result in the loss of exclusion from gross income for federal income tax purposes of the Interest Component evidenced by the Certificates.

To the extent that the Corporation may control the Project or the proceeds of the Certificates, the Corporation shall not take any action, or fail to take any action, if any such action or failure to take action would cause the Lease Payments evidenced by Certificates to be “private activity bonds” within the meaning of Section 141 of the Code. In furtherance thereof, to the extent that the Corporation may control the Project or the proceeds of the Certificates, the Corporation shall not make any use of the proceeds of the Certificates or the Project, or any portion thereof, or any other funds of the District, that would cause the Lease Payments evidenced by Certificates to be “private activity bonds” within the meaning of Section 141 of the Code. To that end, so long as any Certificates evidencing Lease Payments are outstanding, the Corporation, with respect to such proceeds, the Project and such other funds, to the extent of its control thereof, will comply with applicable requirements of the Code and all regulations of the United States Department of the Treasury issued thereunder and under Section 103 of the Code, to the extent such requirements are, at the time, applicable and in effect.

To the extent that the Corporation may control the Project or the proceeds of the Certificates, the Corporation shall not, directly or indirectly, use or permit the use of any proceeds of any Certificates, or of the Project, or other funds of the District, or take or omit to take any action, that would cause the Lease Payments evidenced by Certificates to be “arbitrage bonds” within the meaning of Section 148 of the Code. To that end, the Corporation shall comply with all requirements of Section 148 of the Code and all regulations of the United States Department of the Treasury issued thereunder to the extent such requirements are, at the time, in effect and applicable to the Lease Payments evidenced by Certificates.

To the extent that the Corporation may control the proceeds of the Certificates, the Corporation shall not make any use of the proceeds of the Certificates or any other funds of the Corporation, or take or omit to take any other action, that would cause the Lease Payments evidenced by Certificates to be “federally guaranteed” within the meaning of Section 149(b) of the Code.

ARTICLE III

ACQUISITION, CONSTRUCTION AND INSTALLATION OF THE PROJECT

Section III.1 Deposit of Certificate Proceeds. On the Closing Date for the Certificates, the Corporation agrees to pay or cause to be paid to the District moneys to be deposited with the Trustee and the County as provided in Section 2.07 of the Trust Agreement and in the case of Additional Certificates as provided in any Supplemental Trust Agreement which relates to such Additional Certificates.

Section III.2 Reserved.

Section III.3 Payment of Project Costs and Delivery Costs. Payment of the Project Costs and the Delivery Costs shall be made from the moneys deposited with the County in the Special Reserve 2017 COP Project Fund and with the Trustee in the Delivery Cost Fund, respectively, as provided in Section 3.1 hereof and Section 2.07 of the Trust Agreement. Delivery Costs shall be disbursed in accordance and upon compliance with Article III of the Trust Agreement.

Section III.4 Reserved.

Section III.5 Substitution of or Addition to the Project. The District shall have the right to substitute alternate items for any portion of the Project listed in Exhibit C hereto or provide for additional components of the Project by providing the Trustee with a written certificate in the form contained in Exhibit E hereto and so long as such substitution or addition does not cause, in and of itself, the Interest Component evidenced by the Certificates to be included in gross income for federal income tax purposes.

Section III.6 Compliance with Law.

(a) Public Bidding. The District shall comply with all applicable provisions for bids and contracts prescribed by law, including, without limitation, the Public Contracts Code, the Education Code, and the Government Code of the State.

(b) Wage Rates and Working Hours. The District shall comply with all provisions relating to prevailing wage rates and working hours applicable to it under the laws of the State with respect to the acquisition, construction and installation of additions to the Project.

(c) Field Act Compliance. If applicable, the District shall acquire, construct and install additions to the Project in such manner as to comply with the Field Act, Sections 39140 *et seq.* of the Education Code of the State.

(d) Plans and Specifications. If applicable, the District shall prepare and adopt plans and specifications for the acquisition, construction and installation of additions to the Project pursuant to the Education Code and Public Contracts Code of the State.

Section III.7 Further Assurances and Corrective Instruments. The Corporation and the District agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Property hereby leased or intended so to be or for carrying out the expressed intention of this Lease.

ARTICLE IV

AGREEMENT TO LEASE; TERM OF LEASE; LEASE PAYMENTS

Section IV.1 Lease. The Corporation hereby leases the Property to the District, and the District hereby leases the Property from the Corporation, upon the terms and conditions set forth herein. This Lease shall not operate as a merger of the District's leasehold estate in the Property pursuant to this Lease and its fee estate in the Property and shall not cause the extinguishment of the leasehold interest granted to the Corporation under the Site Lease.

Section IV.2 Term. The Term of this Lease shall commence on the date of the execution and delivery of the Certificates, which shall be _____, 2017, and shall end on September 1, 2041, unless extended pursuant to Section 4.3, or unless terminated prior thereto upon the earliest of any of the following events:

(a) Default and Termination. A default by the District and the Corporation's election to terminate this Lease under Section 9.2(b) hereof;

(b) Payment of All Lease Payments. The payment by the District of all Lease Payments and Reserve Replenishment Rent required under Section 4.4 hereof and any Additional Payments required under Section 4.11 hereof; or

(c) Prepayment. The deposit of funds or Defeasance Securities with the Trustee in amounts sufficient to pay all Lease Payments evidenced by the Outstanding Certificates as the same shall become due, as provided by Section 10.1 hereof and as provided by Section 14.01 of the Trust Agreement.

Section IV.3 Extension of Lease Term. If on September 1, 2041, the Certificates shall not be fully paid, or amounts shall be due hereunder or under the Trust Agreement to the Insurer with respect to the Insurance Policy or to the Reserve Insurer with respect to the Reserve Policy, or if the Lease Payments hereunder shall have been abated at any time and for any reason, then the Term shall be extended until all Certificates, all Reserve Replenishment Rent and all other such amounts due to the Insurer and the Reserve Insurer shall be fully paid, except that the Term shall in no event be extended beyond September 1, 2051.

Section IV.4 Lease Payments.

(a) Time and Amount. Subject to the provisions of Section 4.10 (regarding abatement in event of loss of use of any portion of the Property) and Article X (regarding prepayment of Lease Payments), the District agrees to pay to the Corporation, its successors and assigns, as annual rental for the use and possession of the Property, the Lease Payments (denominated into the Interest Component and Principal Component, the Interest Component of each Lease Payment being paid semiannually) in the amounts specified in Exhibit A, to be due and payable at the times specified in Exhibit A. Each Lease Payment shall be deposited with the Trustee no later than the Lease Payment Deposit Date preceding the Certificate Payment Date on which such Lease Payment is due and shall be for the right to use and occupy the Property for the preceding six-month period.

In the event the District does not make a deposit of the Lease Payment due on the respective Lease Payment Deposit Date, the Trustee shall provide prompt written notice to the District of such failure to pay; provided, however, that failure to give such notice shall not excuse any event of default under such Section 9.1 hereof.

(b) Credits. Any amount held in an Account of the Lease Payment Fund on any Lease Payment Deposit Date (other than amounts received by the Trustee under the Insurance Policy and the Reserve Policy, and other than amounts resulting from the prepayment of the Lease Payments in part but not in whole pursuant to Section 10.2 hereof and other amounts required for payment of principal with respect to any Certificates not presented for payment or interest) shall be credited towards the applicable Lease Payment then due and payable. No Lease Payment need be made on any Lease Payment Deposit Date if the amounts then held in the Lease Payment Fund are at least equal to the Lease Payment then required to be paid.

(c) Rate on Overdue Payments. In the event the District should fail to make any of the Lease Payments required in this Section, the Lease Payment in default shall continue as an obligation of the District until the amount in default shall have been fully paid, and the District agrees to pay the same with interest thereon, to the extent permitted by law, from the date such amount was originally payable at the rate equal to the original interest rate payable with respect to each Certificate then Outstanding evidencing an interest in such Lease Payment, or the applicable rate of any Reserve Facility if there is a draw on such Reserve Facility.

(d) Reserve Replenishment Rent. If

(i) funds have been withdrawn from the Reserve Fund pursuant to a draw on the Reserve Policy in order to pay interest or principal represented by the Certificates,

(ii) Lease Payments are not in abatement pursuant to Section 4.10 hereof, and

(iii) the amount of such Lease Payments and Additional Payments due in each year is less than the annual fair rental value of the Property, according to an appraisal to be filed with the Trustee,

then the District shall pay from its first legally available moneys after payment of Lease Payments, to the Trustee, Reserve Replenishment Rent in the amount required to reimburse the Reserve Insurer for the amounts drawn on the Reserve Policy plus interest thereon at the Late Payment Rate

to the date of payment over a period of not more than twelve months, in twelve (12) substantially equal payments; provided, however if such payments would cause the sum of the Lease Payments and the Reserve Replenishment Rent to exceed the fair rental value in a Fiscal Year, then the amount of the Reserve Replenishment Rent shall be reduced so that such fair rental value amount is not exceeded and the remainder of the Reserve Replenishment Rent shall be paid in equal monthly installments in the subsequent Fiscal Year until fully paid.

Section IV.5 No Withholding. Notwithstanding any dispute between the Corporation and the District, including a dispute as to the failure of any portion of the Property in use by or possession of the District to perform the task for which it is leased, the District shall make all Lease Payments, Additional Payments and Reserve Replenishment Rent when due and shall not withhold any Lease Payments, Reserve Replenishment Rent or Additional Payments pending the final resolution of such dispute.

Section IV.6 Fair Rental Value. The Lease Payments, the Reserve Replenishment Rent and the Additional Payments shall be paid by the District in consideration of the right of possession of, and the continued quiet use and enjoyment of, the Property during each such period for which said Lease Payments, Reserve Replenishment Rent and Additional Payments are to be paid. The parties hereto have agreed and determined that the total rental due in each Fiscal Year does not exceed the fair rental value of the Property in such Fiscal Year. In making such determination, consideration has been given to the current market value of the Property, other obligation of the parties under this Lease (including but not limited to costs of maintenance, taxes and insurance), the uses and purposes which may be served by the Property and the benefits therefrom which will accrue to the District and the general public, and the transfer of the Corporation's leasehold interest in the Property at the end of the Term.

Section IV.7 Budget and Appropriation. The District covenants to take such action as may be necessary to include all Lease Payments, Additional Payments and Reserve Replenishment Rent (to the extent the amounts of such Additional Payments and Reserve Replenishment Rent are known to the District at the time its annual budget is proposed) due hereunder in its annual budget and to make the necessary annual appropriations therefor, and to maintain such items to the extent unpaid for that Fiscal Year in its budget throughout such Fiscal Year. To the extent the amount of such payments becomes known after the adoption of the annual budget, such amounts shall be included and maintained in such budget as amended. During the Term, the District will furnish annually, on or before September 1 of each year, to the Trustee a certificate of the District Representative stating that all Lease Payments, Additional Payments and Reserve Replenishment Rent (to the extent the amounts of such Additional Payments and Reserve Replenishment Rent are known to the District at the time its annual budget is proposed) due hereunder for the applicable Fiscal Year have been included in its annual budget and the amount so included. The covenants on the part of the District herein contained shall be deemed to be and shall be construed to be duties imposed by law and it shall be the ministerial duty of each and every public official of the District to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the District to carry out and perform the covenants and agreements in this Lease agreed to be carried out and performed by the District.

Section IV.8 Assignment of Lease Payments. Certain of the Corporation's rights under this Lease, including the right to receive and enforce payment of the Lease Payments, Prepayments and Reserve Replenishment Rent to be made by the District hereunder, have been absolutely and irrevocably assigned to the Trustee, subject to certain exceptions, pursuant to the Assignment Agreement, to which assignment the District hereby consents. The Corporation hereby directs the District, and the District hereby agrees, to pay to the Trustee at the Trustee's corporate trust office in Los Angeles, California, or to the Trustee at such other place as the Trustee shall direct in writing, all Lease Payments, Prepayments and Reserve Replenishment Rent payable by the District hereunder. The Corporation will not assign or pledge the Lease Payments, Prepayments or Reserve Replenishment Rent or other amounts derived from the Property and from its other rights under this Lease except as provided under the terms of this Lease, the Assignment Agreement and the Trust Agreement, or its duties and obligations except as provided under this Lease and any assignment in contravention hereof shall be void.

Section IV.9 Use and Possession. The total Lease Payments, Reserve Replenishment Rent and Additional Payments due in any Fiscal Year shall be for the District's right to use and possess the Property for such Fiscal Year. During the Term of this Lease, the District shall be entitled to the exclusive use and possession of the Property, subject only to the Permitted Encumbrances.

Section IV.10 Abatement of Lease Payments and Additional Payments in Event of Loss of Use.

(a) Period. The obligation of the District to pay Lease Payments, Reserve Replenishment Rent and Additional Payments shall be abated during any period in which by reason of damage, destruction, title defect or taking by eminent domain or condemnation with respect to any portion of the Property there is substantial interference with the District's right to use and possession of such portion of the Property.

(b) Amount. The amount of such abatement shall be determined by the District such that the resulting Lease Payments, Reserve Replenishment Rent and Additional Payments represent fair consideration for the District's right to use and possession of the portion of the Property not damaged, destroyed, or interfered with as a result of title defect or taking. Such abatement shall commence with such damage, destruction or interference by title defect or taking and end with the substantial completion of the replacement or work or repair, or the end of the interference by title defect; provided, however, that during abatement, available moneys on deposit in the Reserve Fund and the Lease Payment Fund, and other sources of money that constitute a special fund, including without limitation proceeds of rental interruption or use and occupancy insurance, shall be applied to pay the Lease Payments.

(c) Repair or Replacement. In the event of such abatement, the District will use its best efforts to repair or replace the damaged or destroyed or taken portion of the Property, as the case may be, from Net Proceeds, subject to the requirements of Section 6.1 hereof, or special funds of the District or other moneys the application of which would, in the opinion of Special Counsel addressed to the Trustee, the Insurer, the District and the Corporation, not result in the obligations of the District hereunder constituting indebtedness of the District in contravention of the Constitution and laws of the State.

Section IV.11 Additional Payments. In addition to the Lease Payments, the District shall also pay such amounts (“Additional Payments”) as shall be required for the payment of all administrative costs of the Corporation relating to the Property or the Certificates, including without limitation all expenses, compensation and indemnification of the Trustee payable by the District under the Trust Agreement, taxes of any sort whatsoever payable by the Corporation as a result of its ownership of the Property or undertaking of the transactions contemplated herein or in the Trust Agreement, fees of auditors, accountants, attorneys or engineers, any and all amounts due to the Insurer and the Reserve Insurer under the Trust Agreement (other than amounts paid by the Insurer and the Reserve Insurer to Certificate Owners under the Policy and the Reserve Policy), and all other necessary administrative costs of the Corporation or charges required to be paid by it in order to maintain its existence or to comply with the terms of the Certificates or of the Trust Agreement, including premiums on insurance maintained pursuant to Article V hereof or to indemnify the Corporation and its employees, officers and directors, and the Trustee.

Section IV.12 Net-Net-Net Lease. This Lease shall be deemed and construed to be a “net-net-net lease” and the District hereby agrees that the Lease Payments shall be an absolute net return to the Corporation, free and clear of any expenses, taxes, fees, insurance premiums, rebate payments, reserve deposits, costs associated with the Property, charges or set-offs whatsoever, except as expressly provided herein.

ARTICLE V

INSURANCE

Section V.1 Public Liability and Property Damage.

(a) Coverage. The District shall maintain or cause to be maintained, throughout the Term hereof, a standard comprehensive general public liability and property damage insurance policy or policies in protection of the District and the Corporation, their directors, officers, agents and employees. Said policy or policies shall provide for indemnification of said parties against direct or contingent loss or liability for damages for bodily and personal injury, death or property damage occasioned by reason of the use or operation of any District property or portion thereof.

(b) Limits. Said policy or policies shall provide coverage in the minimum liability limits of \$1,000,000 for personal injury or death of each person and \$3,000,000 for personal injury or deaths of two or more persons in each accident or event, and in a minimum amount of \$150,000 (subject to a deductible clause of not to exceed \$75,000) for damage to property resulting from each accident or event. Such public liability and property damage insurance may, however, be in the form of a single limit policy covering all such risks in an amount equal to the liability limits set forth herein. [CONFIRM COVERAGE AMOUNTS]

(c) Joint or Self-Insurance. Such liability insurance, including the deductible, may be maintained as part of or in conjunction with any other insurance coverage carried by the District, and, subject to compliance with Section 5.6(e) hereof, may be maintained in the form of self-insurance by the District.

(d) Payment of Net Proceeds. The net proceeds of such liability insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which the insurance proceeds shall have been paid.

Section V.2 Workers' Compensation. The District shall also maintain workers' compensation insurance issued by a responsible carrier authorized under the laws of the State to insure its employees against liability for compensation under the Workers' Compensation Insurance and Safety Act now in force in the State, or any act hereafter enacted as an amendment or supplement thereto (with provision for self-insurance of no more than \$1,000,000), or may self-insure for such coverage through another self-insurance plan pursuant to Section 5.6(e) hereof.

Section V.3 Casualty and Theft Insurance.

(a) Casualty and Theft Insurance: Coverage. The District shall procure and maintain, or cause to be procured and maintained, throughout the Term of this Lease, insurance against loss or damage to any portion of the Property caused by fire and lightning, with extended coverage and theft, vandalism and malicious mischief insurance. Said extended coverage insurance shall, as nearly as practicable, cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke and such other hazards as are normally covered by such insurance.

(b) Amount. Such insurance shall be in an amount (except that such insurance may be subject to deductible clauses of not to exceed \$50,000 for any one loss) not less than the greater of (i) the replacement cost of the Property and (ii) the aggregate principal amount of the Certificates at the time Outstanding. Full payment of proceeds up to the required policy dollar limit in connection with damage to the Property shall, under no circumstances, be contingent on the degree of damage at other facilities owned or leased by the District. The policy must explicitly waive any co-insurance penalty.

(c) Joint or Self-Insurance. Such insurance may be maintained as part of or in conjunction with any other insurance carried or required to be carried by the District, and, subject to compliance with Section 5.6(e) hereof, may be maintained in the form of self-insurance by the District.

(d) Payment of Net Proceeds. The Net Proceeds of such insurance shall be paid to the Trustee and deposited in the Net Proceeds Fund and applied as provided in Section 6.1.

Section V.4 Rental Interruption or Use and Occupancy Insurance.

(a) Coverage and Amount. The District shall maintain or cause to be maintained rental interruption or use and occupancy insurance in an amount not less than the maximum remaining scheduled Lease Payments in any future 24-month period, to insure against loss of rental income from the Property caused by perils covered by the insurance required to be maintained as provided in Section 5.3 hereof. Such rental interruption or use and occupancy insurance shall name the Trustee as loss payee.

(b) Joint Insurance. Such insurance may be maintained as part of or in conjunction with any other rental income or use and occupancy insurance carried by the District.

(c) Payment of Net Proceeds. The Net Proceeds of such rental interruption or use and occupancy insurance shall be paid to the Trustee and deposited (1) in the Reserve Fund (in payment of any Reserve Replenishment Rent) to make up any deficiencies therein, and (2) in the Lease Payment Fund, to be credited towards the payment of the Lease Payments in the order in which such Lease Payments come due and payable.

(d) Rental Interruption or Use and Occupancy Insurance. Evidence of such rental interruption or use and occupancy insurance policy being in effect shall be sent annually at renewal to the Trustee.

(e) No Self-Insurance. No self-insurance will be permitted with respect to the above requirements for rental interruption or use and occupancy insurance.

Section V.5 Title Insurance. The District shall obtain and, throughout the Term of this Lease, maintain or cause to be maintained title insurance on the Property, in the form of an ALTA title policy (with Western Regional exceptions), in an amount equal to the aggregate principal amount of the Certificates Outstanding, issued by a company of recognized standing, duly authorized to issue the same, payable to the Trustee for the benefit of the Owners, subject only to Permitted Encumbrances. Said policy shall insure (a) the Corporation's ground leasehold estate in the Property under the Site Lease, and (b) the District's leasehold estate hereunder in the Property, subject only to Permitted Encumbrances. The Net Proceeds of such insurance shall be applied as provided in Section 6.1. The Trustee shall be provided with a title insurance policy in an amount equal to principal amount of the Certificates.

Section V.6 General Insurance Provisions.

(a) Form of Policies. All policies of insurance required to be procured and maintained pursuant to this Lease (other than the title insurance required by Section 5.5) and any statements of self-insurance shall be in a form certified by an insurance agent, broker or consultant to the District to comply with the provisions hereof. All such policies shall provide that the District shall give the Trustee thirty (30) days' notice of each expiration, any intended cancellation thereof or reduction of the coverage provided thereby and, for any policy not in effect as of the date of execution and delivery of the Certificates, shall be provided by carriers rated in one of the two highest rating categories, without regard to modifiers, by S&P or Moody's and at least "A" by A.M. Best Company, Inc. unless otherwise consented to by the Insurer. Each policy of insurance required to be procured and maintained pursuant to Section 5.3 (regarding casualty and theft insurance), Section 5.4 (regarding rental interruption or use and occupancy insurance) and Section 5.5 (regarding title insurance) shall provide that all proceeds thereunder shall be payable to the Trustee for the benefit of the Owners.

(b) Payment of Premiums. The District shall pay or cause to be paid when due the premiums for all insurance policies required by this Lease, and shall promptly furnish or cause to be furnished to the Trustee a certificate to such effect, as described in paragraph (d) below.

(c) Protection of the Trustee. The Trustee shall not be responsible for the sufficiency or adequacy of any insurance herein required and shall be fully protected in accepting payment on account of such insurance or any adjustment, compromise or settlement of any loss agreed to by the Trustee.

(d) Evidence of Insurance. The District shall cause to be delivered to the Trustee annually on or before January 1 a certificate stating that the insurance policies required by this Lease are in full force and effect.

(e) Self-Insurance. The District may only elect to self-insure pursuant to Sections 5.1, 5.2 and 5.3 hereof, if and to the extent such self-insurance method or plan of protection shall afford reasonable protection to the Corporation and the Trustee, in light of all circumstances, giving consideration to cost, availability and similar plans or methods of protection adopted by other school districts in the State other than the District. Insurance provided through a California joint powers authority of which the District is a member or with which the District contracts for insurance shall not be deemed to be self-insurance for purposes hereof. Any self-insurance maintained by the District pursuant to this Article V shall comply with the following terms:

(i) The self-insurance program shall be approved in writing by an Independent Insurance Consultant;

(ii) The self-insurance program shall include an actuarially sound claims reserve fund out of which each self-insured claim shall be paid; the adequacy of such fund shall be evaluated on an annual basis by an Independent Insurance Consultant; a certified actuarial statement attesting to the adequacy of such fund shall be delivered to the Trustee on an annual basis and any deficiencies in any self-insured claims reserve fund shall be remedied in accordance with the recommendation of such Independent Insurance Consultant;

(iii) The self-insured claims reserve fund shall be held in a separate trust fund by an independent trustee, which may be the Trustee;

(iv) In the event the self-insurance program shall be discontinued, the actuarial soundness of its claims reserve fund, as determined by an Independent Insurance Consultant, shall be maintained; and

(v) No self-insurance will be permitted with respect to the requirements for title insurance.

Section V.7 Cooperation. The Corporation shall cooperate fully with the District at the expense of the District in filing any proof of loss with respect to any insurance policy maintained pursuant to this Article and in the prosecution or defense of any prospective or pending condemnation proceeding with respect to the Property or any portion thereof.

ARTICLE VI

DAMAGE, DESTRUCTION AND EMINENT DOMAIN; USE OF NET PROCEEDS

Section VI.1 Application of Net Proceeds.

(a) Deposit in Net Proceeds Fund. The District shall remit promptly to the Trustee any Net Proceeds received by the District and the Trustee, pursuant to Section 7.01 of the Trust Agreement, shall deposit in the Net Proceeds Fund Net Proceeds of insurance which it receives as provided in Section 5.3 (regarding casualty and theft insurance) and Section 5.5 (regarding title insurance) promptly upon receipt thereof. The District and/or the Corporation shall transfer to the Trustee any other Net Proceeds received by the District and/or Corporation in the event of any accident, destruction, theft or taking by eminent domain or condemnation with respect to the Property, for deposit in the Net Proceeds Fund.

(b) Disbursement for Replacement or Repair of the Property. Upon receipt of the prior written consent of the Insurer and the certification described in paragraph (i) below and the requisition described in paragraph (ii) below, the Trustee shall disburse moneys in the Net Proceeds Fund to the person, firm or corporation named in the requisition as provided in Section 7.02 of the Trust Agreement.

(i) Certification. The District Representative must certify to the Corporation and the Trustee that:

(A) Sufficiency of Net Proceeds. The Net Proceeds available for such purpose, together with any other funds supplied by the District to the Trustee in a subaccount of the Net Proceeds Fund for such purpose, are expected to equal at least 110% (or such lesser percentage as may be consented to by the Insurer) of the projected costs of replacement or repair, as demonstrated in an attached reconstruction budget, and

(B) Timely Completion. In the event that damage, destruction or interference by title defect or taking results or is expected to result in an abatement of Lease Payments, such replacement or repair can be fully completed within a period not in excess of the period in which rental interruption or use and occupancy insurance proceeds, as described in Section 5.4 together with other identified available moneys, will be available to pay in full all Lease Payments coming due during such period as demonstrated in an attached reconstruction schedule.

(ii) Requisition. The District Representative must state with respect to each payment to be made (1) the requisition number, (2) the name and address of the person, firm or corporation to whom payment is due, (3) the amount to be paid and (4) that each obligation mentioned therein has been properly incurred, is a proper charge against the Net Proceeds Fund, has not been the basis of any previous withdrawal, and specifying in reasonable detail the nature of the obligation. Each such requisition shall be sufficient evidence to the Trustee of the facts stated therein and the Trustee shall have no duty to confirm the accuracy of such facts.

Any balance of the Net Proceeds remaining in the Net Proceeds Fund after such replacement or repair has been completed shall, with the prior written consent of the Insurer, be disbursed to the District. Any amounts remaining in the Net Proceeds Fund after payment or provision for payment of all Certificates shall be paid to the District as provided in Section 7.02 of the Trust Agreement.

(c) Disbursement for Prepayment. If the District Representative notifies the Trustee in writing of the District's determination that the certification provided in Section 6.1(b)(i) cannot be made or that replacement or repair of any portion of the Property is not economically feasible or in the best interest of the District, then the Trustee shall promptly transfer the Net Proceeds to the Prepayment Fund as provided in Section 7.02 of the Trust Agreement and apply them to prepayment of the Certificates as provided in Section 4.02 of the Trust Agreement and prepayment of Lease Payments as provided in Section 10.2 hereof; provided that in the event of damage or destruction in whole of the Property and in the event such Net Proceeds, together with funds then on hand in the Lease Payment Fund and Reserve Fund, are not sufficient to prepay all the Certificates then Outstanding, then the District shall, in accordance with Section 4.10(c) hereof, use its best efforts to repair or replace the Property from Net Proceeds and other lawfully available funds of the District, unless the Insurer consents to a prepayment of a portion of the Certificates from available Net Proceeds.

ARTICLE VII

COVENANTS WITH RESPECT TO THE PROPERTY

Section VII.1 Use of the Property. The District represents and warrants that it has an immediate need for, and expects to make immediate use of, all of the Property, which need is not temporary or expected to diminish in the foreseeable future.

Section VII.2 Interest in the Property and the Lease.

(a) Corporation Holds Leasehold Interest During Term. During the Term of this Lease, the Corporation does and shall hold a leasehold interest in the Property pursuant to the Site Lease. The District shall take any and all actions reasonably required, including but not limited to executing and filing any and all documents reasonably required, to maintain and evidence such title and interest at all times during the Term of this Lease.

(b) Title Transferred to District at End of Term. Upon expiration of the Term as provided in Section 4.2(b) or 4.2(c) hereof, all right, title and interest of the Corporation in and to all of the Property pursuant to this Lease shall be transferred to and vest in the District, without the necessity of any additional document of transfer.

Section VII.3 Reserved.

Section VII.4 Quiet Enjoyment. During the Term, the Corporation shall provide the District with quiet use and enjoyment of the Property, and the District shall during such Term peaceably and quietly have and hold and enjoy the Property, without suit, trouble or hindrance from the Corporation, or any person or entity claiming under or through the Corporation except as expressly set forth in this Lease. The Corporation will, at the request of the District, join in any legal action in which the District asserts its right to such possession and enjoyment to the extent the Corporation may lawfully do so. Notwithstanding the foregoing, the Corporation shall have the right to inspect the Property as provided in Section 7.6 hereof.

Section VII.5 Installation of District's Personal Property. The District may at any time and from time to time, in its sole discretion and at its own expense, install or permit to be installed other items of equipment or other personal property in or upon any portion of the Property. All such items shall remain the sole personal property of the District, regardless of the manner in which the same may be affixed to such portion of the Property, in which neither the Corporation nor the Trustee shall have any interest, and may be modified or removed by the District at any time; provided that the District shall repair and restore any and all damage to such portion of the Property resulting from the installation, modification or removal of any such items of equipment. Nothing in this Lease shall prevent the District from purchasing items to be installed pursuant to this Section, provided that no lien or security interest shall attach to any part of the Property.

Section VII.6 Access to the Property. The District agrees that the Corporation, any Corporation Representative and the Corporation's successors, assigns or designees shall have the right at all reasonable times to enter upon the Property or any portion thereof to examine and inspect the Property. The District further agrees that the Corporation, any such Corporation Representative, and the Corporation's successors, assigns or designees shall have such rights of access to the Property as may be reasonably necessary to cause the proper maintenance of the Property in the event of failure by the District to perform its obligations hereunder.

Section VII.7 Maintenance, Utilities, Taxes and Assessments.

(a) Maintenance; Repair and Replacement. Throughout the Term of this Lease, as part of the consideration for the rental of the Property, all repair and maintenance of the Property shall be the responsibility of the District, and the District shall pay for or otherwise arrange for the payment of the cost of the repair and replacement of the Property resulting from ordinary wear and tear or want of care on the part of the District or any sublessee thereof. In exchange for the Lease Payments herein provided, the Corporation agrees to provide only the Property, as hereinbefore more specifically set forth. The District waives the benefits of subsections 1 and 2 of Section 1932 and subsection 4 of Section 1933 of the California Civil Code, but such waiver shall not limit any of the rights of the District under the terms of this Lease.

(b) Tax and Assessments; Utility Charges. The District shall also pay or cause to be paid all taxes and assessments, including but not limited to utility charges, of any type or nature charged to the Corporation or the District or levied, assessed or charged against any portion of the Property or the respective interests or estates therein; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the District shall be obligated to pay only such installments as are required to be paid during the Term of this Lease as and when the same become due.

(c) Contests. The District may, at its expense and in its name, in good faith contest any such taxes, assessments, utility and other charges upon notice to the Insurer and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom; provided that prior to such nonpayment it shall furnish the Corporation and the Trustee with the opinion of an Independent Counsel acceptable to the Corporation and the Trustee, to the effect that, by nonpayment of any such items, the interest of the Corporation in such portion of the Property will not be materially endangered and that the Property will not be subject to loss or forfeiture. Otherwise, the District shall promptly pay such taxes, assessments or charges or make provisions for the payment thereof in form satisfactory to the Corporation. The Corporation will cooperate fully in such contest, upon the request and at the expense of the District. The District shall pay any contested amount if requested in writing by the Insurer to do so.

Section VII.8 Modification of the Property.

(a) Additions, Modifications and Improvements. The District shall, at its own expense, have the right to make additions, modifications, and improvements to any portion of the Property if such improvements are necessary or beneficial for the use of such portion of the Property. All such additions, modifications and improvements shall thereafter comprise part of the Property and be subject to the provisions of this Lease. Such additions, modifications and improvements shall not in any way cause an abatement of Lease Payments with respect to the Property or cause it to be used for purposes other than those authorized under the provisions of State and federal law or in any way which would impair the State tax-exempt status or the exclusion from gross income for federal income tax purposes of the Interest Component evidenced by the Certificates; and the Property, upon completion of any additions, modifications and improvements made pursuant to this Section, shall be of a value which is not substantially less than the value of the Property immediately prior to the making of such additions, modifications and improvements.

(b) No Liens. Except for Permitted Encumbrances, the District will not permit any mechanic's or other lien to be established or remain against the Property for labor or materials furnished in connection with any additions, modifications or improvements made by the District pursuant to this Section; provided that if any such lien is established and the District shall first notify or cause to be notified the Corporation of the District's intention to do so, the District may in good faith contest any lien filed or established against the Property, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom and shall provide the Corporation with full security against any loss or forfeiture which might arise from the nonpayment of any such item, in form satisfactory to the Trustee (as assignee of the Corporation). The Corporation will cooperate fully in any such contest, upon the request and at the expense of the District.

(c) Replacements, Redevelopment and Renovation. The District shall, at its own expense, have the right to make replacements, redevelopment or renovation, to the extent that such replacement, redevelopment or renovation would result in the temporary abatement of Lease Payments as provided in Section 4.10 hereof, of all or a portion of the Property if the following conditions precedent are satisfied:

(i) The District receives an opinion of Special Counsel, a copy of which the District shall furnish to the Corporation, the Insurer and the Trustee, that (1) such replacement does not adversely affect the exclusion from gross income for federal income tax purposes of the Interest Component evidenced by the Certificates or the State tax-exempt status of the Interest Components evidenced by the Certificates, and (2) the Lease will remain the legal, valid, binding and enforceable obligation of the District;

(ii) The District shall have notified each rating agency then providing a rating on the Certificates and shall deposit moneys with the Trustee in advance for payment of Lease Payments from special funds of the District or other moneys, the application of which would not, in the opinion of Special Counsel (a copy of which shall have been delivered to the Trustee and the Insurer), result in such Lease Payments constituting indebtedness of the District in contravention of the Constitution and laws of the State;

(iii) The District shall certify to the Trustee and the Insurer that it has sufficient funds to complete such replacement, redevelopment or renovation; and

(iv) In the case of replacement or redevelopment, the District, the Insurer and the Trustee shall receive an independent MAI appraisal or documentation of insured/replacement value that can demonstrate that the annual fair rental value of the replacements will be at least equal to the lesser of (1) the annual fair rental value of the Property immediately prior to such replacement or redevelopment, or (2) 150% of the maximum annual Lease Payments under the Lease.

(v) In the case of a replacement of the Property, the Insurer shall have consented in writing to such replacement.

Section VII.9 Encumbrances; Alternative Financing Methods.

(a) Encumbrances. Except as provided in this Article VII (including without limitation Section 7.8 hereof and this Section 7.9), the District shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, liens, charges, encumbrances or claims, as applicable, on or with respect to the Property, other than Permitted Encumbrances and other than the respective rights of the Corporation and the District as herein provided. Except as expressly provided in this Article VII, the District shall promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim, for which it is responsible, if the same shall arise at any time; provided that the District may contest such liens if it desires to do so, if it provides security to the Trustee against any loss or forfeiture. The District shall reimburse the Corporation for any expense incurred by it in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

(b) Alternative Financing Methods. Notwithstanding the foregoing, the District may (with the prior written consent of the Insurer) create or suffer to create any mortgage, pledge, liens, charges, encumbrances or claims upon the Property or any improvements thereto, provided that (1) any such mortgage, pledge, liens, charges, encumbrances or claims shall at any time while any of the Certificates remain Outstanding be and remain subordinate in all respects to the Site Lease and Lease and any security interest given to the Trustee for the benefit of the Owners and (2) the District shall have first delivered to the Trustee and the Insurer an opinion of Special Counsel substantially to the effect that such mortgage, pledge, liens, charges, encumbrances or claims would not result in the inclusion of the Interest Component evidenced by the Certificates in the gross income of the owners of the Certificates for purposes of federal income taxation or impair the State tax-exempt status of such payments.

Section VII.10 Corporation's Disclaimer of Warranties. THE CORPORATION MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE DISTRICT OF THE PROPERTY, OR ANY PORTION THEREOF. THE DISTRICT ACKNOWLEDGES THAT THE CORPORATION IS NOT A MANUFACTURER OF PORTIONS OF THE PROPERTY, AND THAT THE DISTRICT IS LEASING THE PROPERTY AS IS. In no event shall the Corporation be liable for incidental, indirect, special or consequential damages, in connection with or arising out of this Lease, the Site Lease, the Assignment Agreement or the Trust Agreement for the existence, furnishing, functioning or District's use and possession of the Property.

Section VII.11 District's Right to Enforce Warranties of Vendors or Contractors. The Corporation hereby irrevocably appoints the District as its agent and attorney-in-fact during the Term of this Lease, so long as the District shall not be in default hereunder, to assert from time to time whatever claims and rights, including without limitation, warranty claims, claims for indemnification and claims for breach of any representations, respecting the Property which the Corporation may have against any vendor or contractor. The District's sole remedy for the breach of any such warranty, indemnification or representation shall be against the vendor or contractor with respect thereto, and not against the Corporation, nor shall such matter have any effect whatsoever on the rights and obligations of the Corporation with respect to this Lease, including the right to receive full and timely Lease Payments and all other payments due hereunder. The District shall be entitled to retain any and all amounts recovered as a result of the assertion of any such claims and rights. The Corporation shall, upon the District's request and at the District's expense, do all things and take all such actions as the District may request in connection with the assertion of any such claims and rights.

Section VII.12 Substitution or Release of the Property. The District, with the prior written consent of the Insurer, shall have the right to substitute alternate real property for any portion of the Property described in Exhibit B hereto or to release a portion of the Property from the lien of this Lease by providing the Trustee with a supplement to this Lease substantially in the form attached as Exhibit D hereto and by satisfying the conditions set forth in paragraph (a) through (h), inclusively, of this Section 7.12. All costs and expenses incurred in connection with such substitution or release shall be borne by the District. Notwithstanding any substitution or release pursuant to this Section, there shall be no reduction in or abatement of the Lease Payments due from the District hereunder as a result of such substitution or release. No substitution or release shall be permitted hereunder unless:

(a) any substituted property is free from any liens, other than Permitted Encumbrances, as certified by the District in a certificate delivered to the Trustee;

(b) the District provides prior written notice thereof to each rating agency then rating the Certificates;

(c) either: (i) an independent MAI or equivalent certified real estate appraiser selected by the District finds (and delivers a certificate to the District and the Trustee setting forth its findings) or (ii) the District presents documentation of insured/replacement value which demonstrates that the real property remaining after such substitution or release (i) has a fair rental value in each Fiscal Year during the remaining Term greater than or equal to the Lease Payments due in such Fiscal Year such that the Lease Payments payable by the District pursuant to this Lease will not be reduced and (ii) has an equivalent or greater useful life as the Property to be released and that the useful life of the substituted real Property exceeds the remaining Term;

(d) with respect to a substitution, the District obtains or causes to be obtained an ALTA title insurance policy (with Western Regional exceptions) with endorsement so as to be payable to the Trustee for the benefit of the Owners. Such policy shall comply with Section 5.5 hereof, shall be in a form satisfactory to the Insurer and the Corporation, shall be in the amount equal to the Principal Component of Lease Payments attributable to the substituted real property, and shall insure all interests required under Section 5.5, as applicable, to the substituted real property;

(e) the District provides the Corporation, the Insurer and the Trustee with an opinion of Special Counsel that such substitution or release does not cause, in and of itself, the Interest Component evidenced by the Certificates to be included in gross income for federal income tax purposes;

(f) the District shall give, or cause to be given, any notice of the occurrence of such substitution or release required to be given pursuant to the Continuing Disclosure Certificate;

(g) upon any substitution or release, the District, the Corporation and the Trustee shall execute and the District shall record with the office of the County Recorder, County of Orange, California, any document necessary to reconvey to the District the portion of the Property being released and to include the substituted real property and/or improvements thereon as all or a portion of the Property; and

(h) the District shall certify to the Trustee and the Insurer that any substituted real property is of approximately the same degree of essentiality to the District as the Property being released.

Notwithstanding the foregoing, if, on September 1, 2032, the District is not in default hereunder or under the Trust Agreement, and no Additional Payments are then owing, then, and without any further action required, Parcels 1, 2 and 3 shall be released from the definition of Property and no longer secure Lease Payments hereunder. Furthermore, if, on September 1, 2037, the District is not in default hereunder or under the Trust Agreement, and no Additional Payments are then owing, then, and without any further action required, Parcels 5 and 6 shall be released from the definition of Property and no longer secure Lease Payments hereunder.

Section VII.13 Compliance with Law, Regulations, Etc.

(a) The District has, after due inquiry, no knowledge and has not given or received any written notice indicating that the Property or the past or present use thereof or any practice, procedure or policy employed by it in the conduct of its business materially violates any applicable law, regulation, code, order, rule, judgment or consent agreement, including, without limitation, those relating to zoning, building, use and occupancy, fire safety, health, sanitation, air pollution, ecological matters, environmental protection, hazardous or toxic materials, substances or wastes, conservation, parking, architectural barriers to the handicapped, or restrictive covenants or other agreements affecting title to the Property (collectively, "Laws and Regulations"). Without limiting the generality of the foregoing, neither the District nor to the best of its knowledge, after due inquiry, any prior or present owner, tenant or subtenant of the Property has, other than as set forth in subsections (a) and (b) of this Section or as may have been remediated in accordance with Laws and Regulations, (i) used, treated, stored, transported or disposed of any material amount of flammable explosives, polychlorinated biphenyl compounds, heavy metals, chlorinated solvents, cyanide, radon, petroleum products, asbestos or any Asbestos Containing Materials, methane, radioactive materials, pollutants, hazardous materials, hazardous wastes, hazardous, toxic, or regulated substances or related materials, as defined in CERCLA, RCRA, CWA, CAA, TSCA and Title III, and the regulations promulgated pursuant thereto, and in all other Environmental Regulations applicable to the District, the Property or the business operations conducted by the District thereon (collectively, "Hazardous Materials") on, from or beneath the Property, (ii) pumped, spilled, leaked, disposed of, emptied, discharged or released (hereinafter collectively referred to as "Release") any material amount of Hazardous Materials on, from or beneath the Property, or (iii) stored any material amount of petroleum products at the Property in underground storage tanks.

(b) Excluded from the representations and warranties in subsection (a) hereof with respect to Hazardous Materials are those Hazardous Materials in those amounts ordinarily found in the inventory of, or used in the maintenance of school and school related buildings, the use, treatment, storage, transportation and disposal of which has been and shall be in compliance with all Laws and Regulations.

(c) No portion of the Property located in an area of high potential incidence of radon has an unventilated basement or subsurface portion which is occupied or used for any purpose other than the foundation or support of the improvements to the Property.

Section VII.14 Environmental Compliance.

(a) The District shall not use or permit the Property or any part thereof to be used to generate, manufacture, refine, treat, store, handle, transport or dispose of, transfer, produce or process Hazardous Materials, except, and only to the extent, if necessary to maintain the improvements on the Property and then, only in compliance with all Environmental Regulations, and any state equivalent laws and regulations, nor shall it permit, as a result of any intentional or unintentional act or omission on its part or by any tenant, subtenant, licensee, guest, invitee, contractor, employee and agent, the storage, transportation, disposal or use of Hazardous Materials or the Release or threat of Release of Hazardous Materials on, from or beneath the Property or onto any other property excluding, however, those Hazardous Materials in those amounts ordinarily found in the inventory of a unified school district, the use, storage, treatment, transportation and disposal of which shall be in compliance with all Environmental Regulations. Upon the occurrence of any Release or threat of Release of Hazardous Materials, the District shall promptly commence and perform, or cause to be commenced and performed promptly, without cost to the Trustee, all investigations, studies, sampling and testing, and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials so released, on, from or beneath the Property or other property, in compliance with all Environmental Regulations. Notwithstanding anything to the contrary contained herein, underground storage tanks shall only be permitted subject to compliance with subsection (d) and only to the extent necessary to maintain the improvements on the Property.

(b) The District shall comply with, and shall cause all tenants, subtenants, licensees, guests, invitees, contractors, employees and agents on the Property to comply with, all Environmental Regulations, and shall keep the Property free and clear of any liens imposed pursuant thereto; provided, however, that notwithstanding that a portion of this covenant is limited to the District's use of its best efforts, the District shall remain solely responsible for ensuring such compliance and such limitation shall not diminish or affect in any way the District's obligations contained in subsection (c) hereof as provided in subsection (c) hereof. Upon receipt of any notice from any person with regard to the Release of Hazardous Materials on, from or beneath the Property, the District shall give prompt written notice thereof to the Trustee prior to the expiration of any period in which to respond to such notice under any Environmental Regulation.

(c) Irrespective of whether any representation or warranty contained in Section 7.13 is not true or correct, the District shall, to the extent permitted by law, defend, indemnify and hold harmless the Trustee, the Insurer, the Owners, their partners, depositors and each of their respective employees, agents, officers, directors, trustees, successors and assigns, from and against any claims, demands, penalties, fines, attorneys' fees (including, without limitation, attorneys' fees and expenses incurred to enforce the indemnification contained in this Section 7.14, consultants' fees, investigation and laboratory fees, liabilities, settlements (five Business Days' prior notice of which the Trustee or the Insurer shall have delivered to the District), court costs, damages, losses, costs or expenses of whatever kind or nature, known or unknown, contingent or otherwise, occurring in whole or in part, arising out of, or in any way related to, (i) the presence, disposal, release, threat of release, removal, discharge, storage or transportation of any Hazardous Materials on, from or beneath the Property, (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials, (iii) any lawsuit brought or threatened, settlement reached (five Business Days' prior notice of which the Trustee shall have delivered to the District), or governmental order relating to Hazardous Materials on, from or beneath the Property, (iv) any violation of Environmental Regulations or subsection (a) or (b) hereof by it or any of its agents, tenants, employees, contractors, licensees, guests, subtenants or invitees, and (v) the imposition of any governmental lien for the recovery of environmental cleanup or removal costs. To the extent that the District is strictly liable under any Environmental Regulation, its obligation to the Owners and the other indemnitees under the foregoing indemnification shall likewise be without regard to fault on its part with respect to the violation of any Environmental Regulation which results in liability to any indemnitee. The obligations and liabilities under this Section 7.14(c) shall survive the payment and satisfaction of all Certificates, and with regard to the Trustee the resignation and removal of the Trustee.

(d) The District shall conform to and carry out a reasonable program of maintenance and inspection of all underground storage tanks, and shall maintain, repair, and replace such tanks only in accordance with Laws and Regulations, including but not limited to Environmental Regulations.

Section VII.15 Condemnation of Property. The District hereby covenants and agrees, to the extent it may lawfully do so, that so long as any of the Certificates remain outstanding and unpaid, the District will not exercise the power of condemnation with respect to the Property. The District further covenants and agrees, to the extent it may lawfully do so, that if for any reason the foregoing covenant is determined to be unenforceable or if the District shall fail or refuse to abide by such covenant and condemns the Property, then the appraised value of the Property shall not be less than (i) if such Certificates are then subject to prepayment, the Principal Component and Interest Component of the Certificates outstanding through the date of their prepayment, or (ii) if such Certificates are not then subject to prepayment, the amount necessary to defease the Certificates to the first available prepayment date in accordance with the Trust Agreement.

ARTICLE VIII

ASSIGNMENT, SUBLEASING AND AMENDMENT

Section VIII.1 Assignment by the Corporation. Except as provided herein, in the Trust Agreement and the Assignment Agreement, the Corporation will not assign this Lease to any other person, firm or corporation so as to impair or violate the representations, covenants and warranties contained in Section 2.2 hereof and any assignment in contravention hereof shall be void.

Section VIII.2 Subleasing by the District. In the event that the Property is subleased by the District, the obligation to make Lease Payments hereunder shall remain the obligation of the District.

The District may sublease all or any portion of the Property (with the prior written consent of the Insurer), so long as such sublease does not, in the opinion of Special Counsel, adversely affect (i) the exemption from State personal income tax or the exclusion from gross income for federal income tax purposes of the Interest Component evidenced by the Certificates or (ii) affect the validity of this Lease, subject to all of the following conditions:

(a) This Lease and the obligation of the District to make Lease Payments hereunder shall remain obligations of the District, as acknowledged in an officer's certificate delivered to the Trustee and the Insurer; and

(b) The District shall, within thirty (30) days after the delivery thereof, furnish or cause to be furnished to the Corporation, the Insurer, the Trustee and S&P a true and complete copy of such sublease; and

(c) Any sublease of the Property by the District shall expressly provide that such sublease is subject to all rights of the Corporation under this Lease Agreement, including, the right to re-enter and re-let the Property or terminate this Lease Agreement in the event of a default by the District.

Section VIII.3 Amendments and Modifications. This Lease may be amended or any of its terms modified with the written consent of the District, the Insurer and the Trustee (as assignee of the Corporation), in accordance with Article X of the Trust Agreement.

ARTICLE IX

EVENTS OF DEFAULT AND REMEDIES

Section IX.1 Events of Default Defined. The following shall be "events of default" under this Lease and the terms "events of default" and "default" shall mean, whenever they are used in this Lease, any one or more of the following events:

(a) Payment Default.

(i) Lease Payments. Failure by the District to pay any Lease Payment required to be paid hereunder by the corresponding Lease Payment Deposit Date; and

(ii) Reserve Replenishment Rent. Failure by the District to timely pay any Reserve Replenishment Rent, if and when required by Section 4.4(d) hereof.

(b) Covenant Default. Failure by the District to observe and perform any warranty, covenant, condition or agreement on its part to be observed or performed herein or otherwise with respect hereto or in the Trust Agreement or in the Site Lease, other than as referred to in clause (a) of this Section, for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to the District by the Corporation, the Trustee, or the Owners of not less than twenty percent (20%) in aggregate principal amount of Certificates then Outstanding; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Corporation or such Owners, as the case may be, shall not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the District within the applicable period and diligently pursued until the default is corrected, except that such grace period shall not exceed 60 days without the prior written consent of the Insurer.

(c) Bankruptcy or Insolvency. The filing by the District of a case in bankruptcy, or the subjection of any right or interest of the District under this Lease to any execution, garnishment or attachment, or adjudication of the District as a bankrupt, or assignment by the District for the benefit of creditors, or the entry by the District into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the District in any proceedings instituted under the provisions of the federal bankruptcy code, as amended, or under any similar act which may hereafter be enacted.

Section IX.2 Remedies on Default. Whenever any event of default referred to in Section 9.1 hereof shall have happened and be continuing, it shall be lawful for the Corporation to exercise any and all remedies available pursuant to law or granted pursuant to this Lease. Notwithstanding anything herein or in the Trust Agreement to the contrary, THERE SHALL BE NO RIGHT UNDER ANY CIRCUMSTANCES TO ACCELERATE THE LEASE PAYMENTS OR OTHERWISE DECLARE ANY LEASE PAYMENTS NOT THEN IN DEFAULT TO BE IMMEDIATELY DUE AND PAYABLE. After the occurrence of an event of default hereunder, the District will surrender possession of the Property to the Corporation, if requested to do so by the Corporation, the Trustee or the Owners, in accordance with the provisions of this Section 9.2. So long as the Insurer is not in default under the Insurance Policy, the Insurer, acting alone, shall have the right to direct and control all remedies upon an event of default including, without limitation, the election to terminate or not to terminate this Lease.

(a) No Termination; Repossession and Re-Lease on Behalf of District. In the event the Corporation does not elect to terminate this Lease in the manner hereinafter provided for in subparagraph (b) hereof, the Corporation may, with the consent of the District, which consent is hereby irrevocably given, repossess the Property and re-lease it for the account of the District, in which event the District's obligation will accrue from year to year in accordance with this Lease and the District will continue to receive the value of the use of the Property from year to year in the form of credits against its obligation to pay Lease Payments. The obligations of the District shall remain the same as prior to such default, to pay Lease Payments, Additional Payments and Reserve Replenishment Rent whether the Corporation re-enters or not. The District agrees to and shall remain liable for the payment of all Lease Payments, Additional Payments and Reserve Replenishment Rent and the performance of all conditions contained herein and shall reimburse the Corporation for any deficiency arising out of the re-leasing of the Property, or, in the event the Corporation is unable to re-lease the Property, then for the full amount of all Lease Payments, Additional Payments and Reserve Replenishment Rent to the end of the Term of this Lease, but said Lease Payments, Additional Payments and Reserve Replenishment Rent and/or deficiency shall be payable only at the same time and in the same manner as provided above for the payment of Lease Payments, Additional Payments and Reserve Replenishment Rent hereunder, notwithstanding such repossession by the Corporation or any suit brought by the Corporation for the purpose of effecting such repossession of the Property or the exercise of any other remedy by the Corporation.

The District hereby irrevocably appoints the Corporation as the agent and attorney-in-fact of the District to repossess and re-lease the Property in the event of default by the District in the performance of any covenants contained herein to be performed by the District and to remove all personal property whatsoever situated upon the Property, to place such property in storage or other suitable place in the County of Orange, for the account of and at the expense of the District, and the District hereby exempts and agrees to save harmless the Corporation from any costs, loss or damage whatsoever arising or occasioned by any such repossession and re-leasing of

the Property. The District hereby waives any and all claims for damage caused or which may be caused by the Corporation in repossessing the Property as provided herein and all claims for damages that may result from the destruction of or the injury to the Property and all claims for damages to or loss of any property belonging to the District that may be in or upon the Property.

The District agrees that the terms of this Lease constitute full and sufficient notice of the right of the Corporation to re-lease the Property in the event of such repossession without effecting a surrender of this Lease, and further agrees that no acts of the Corporation in effecting such re-leasing shall constitute a surrender or termination of this Lease irrespective of the term for which such re-leasing is made or the terms and conditions of such re-leasing, or otherwise, but that, on the contrary, in the event of such default by the District the right to terminate this Lease shall vest in the Corporation to be effected in the sole and exclusive manner provided for in subparagraph (b) below.

The District shall retain the portion of rental obtained by the Trustee, as assignee of the Corporation, that is in excess of the Lease Payments, Additional Payments and Reserve Replenishment Rent, the fees, expenses and costs of the Trustee of re-leasing the Property, and all amounts payable by the District under this Lease and the Trust Agreement.

In the event that the liability of the District under this subsection (a) is held by a court of competent jurisdiction to constitute indebtedness or liability in any year exceeding in any year the income and revenue provided for such year, the Corporation, or the Trustee or the Owners, as assignees of the Corporation, shall not exercise the remedies provided in this subsection (a).

(b) Termination: Repossession and Re-Lease. In the event of the termination of this Lease by the Corporation at its option and in the manner hereinafter provided on account of default by the District (and notwithstanding any repossession of the Property by the Corporation in any manner whatsoever or the re-leasing of the Property), the District nevertheless agrees to pay to the Corporation all costs, losses or damages howsoever arising or occurring payable at the same time and in the same manner as is provided herein in the case of payment of Lease Payments, Additional Payments and Reserve Replenishment Rent. Any proceeds of the re-lease or other disposition of the Property by the Corporation shall be deposited into the Lease Payment Fund and be applied in accordance with the provisions of Section 5.03 of the Trust Agreement. Any surplus received by the Trustee, as assignee of the Corporation, from such re-leasing over total Lease Payments, Additional Payments and Reserve Replenishment Rent that would have been due hereunder and the fees, expenses and costs of the Trustee as assignee of the Corporation on re-leasing the Property shall be remitted to the District. Neither notice to pay rent or to deliver up possession of the Property given pursuant to law nor any proceeding taken by the Corporation to recover possession of the Property shall of itself operate to terminate this Lease, and no termination of this Lease on account of default by the District shall be or become effective by operation of law, or otherwise, unless and until the Corporation shall have given written notice to the District of the election on the part of the Corporation to terminate this Lease. The District covenants and agrees that no surrender of the Property for the remainder of the Term hereof or any termination of this Lease shall be valid in any manner or for any purpose whatsoever unless stated or accepted by the Corporation by such written notice. No such termination shall be effected either by operation of law or act of the parties hereto, except only in the manner herein expressly provided.

(c) Opinion of Special Counsel. The re-leasing of the Property as provided herein shall be subject to the opinion of Special Counsel that such re-leasing will not cause the Interest Component evidenced by the Certificates to be subject to State personal income tax or adversely affect the exclusion from gross income for federal income tax purposes.

(d) No Termination: Collection of Lease Payments. In the event the Corporation does not elect to terminate this Lease in the manner provided for in subparagraph (b) above or to exercise its right to re-enter and re-lease in subparagraph (a) above, the Corporation may collect each installment of Lease Payments as the same become due and enforce any other terms or provisions hereof to be kept or performed by the District, regardless of whether or not the District has abandoned the Property.

(e) Other Remedies. In addition to the other remedies set forth in this Section, upon the occurrence of an event of default, the Corporation and its assignee shall be entitled to proceed to protect and enforce the rights vested in the Corporation and its assignee by this Lease Agreement or by law. The provisions of this Lease Agreement and the duties of the District and of its board, officers or employees shall be enforceable by the Corporation or its assignee by mandamus or other appropriate suit, action or proceeding in any court of competent jurisdiction. Without limiting the generality of the foregoing, the Corporation and its assignee shall have the right to bring the following actions:

(i) Accounting. By action or suit in equity to require the District and its board, officers and employees and its assigns to account as the trustee of an express trust.

(ii) **Injunction**. By action or suit in equity to enjoin any acts or things which may be unlawful or in violation of the rights of the Corporation or its assignee.

(iii) **Mandamus**. By mandamus or other suit, action or proceeding at law or in equity to enforce the Corporation's or its assignee's rights against the District (and its board, officers and employees) and to compel the District to perform and carry out its duties and obligations under the law and its covenants and agreements with the District as provided herein.

Section IX.3 No Remedy Exclusive. No remedy conferred herein upon or reserved to the Corporation is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Corporation to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article or by law.

Section IX.4 Agreement to Pay Attorneys' Fees and Expenses. In the event either party to this Lease should default under any of the provisions hereof and the nondefaulting party should employ attorneys or incur other expenses for the collection of moneys or the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party contained herein, the defaulting party agrees that it will pay on demand to the nondefaulting party the reasonable fees of such attorneys and such other expenses so incurred by the nondefaulting party.

Section IX.5 No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Lease should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section IX.6 Application of the Proceeds from the Re-Lease of the Property. All amounts received by the Corporation under this Article IX shall, subject to Section 13.03 of the Trust Agreement, be deposited by the Trustee in the Lease Payment Fund and credited towards the Lease Payments in order of Lease Payment Deposit Dates.

Section IX.7 Trustee and Owners to Exercise Rights. Such rights and remedies as are given to the Corporation under this Article IX have been absolutely and irrevocably assigned by the Corporation to the Trustee under the Assignment Agreement, to which assignment the District hereby consents. Such rights and remedies shall be exercised by the Trustee and the Owners as provided in the Trust Agreement. To the extent that this Lease confers upon or gives or grants the Trustee any right, remedy or claim under or by reason of this Lease, the Trustee is hereby explicitly recognized as being a third-party beneficiary hereunder and may enforce any such right, remedy or claim conferred, given or granted hereunder.

Section IX.8 Assignee of Corporation. All references to the Corporation in this Article IX shall refer to its assignee following the Corporation's assignment of its rights hereunder.

ARTICLE X

PREPAYMENT OF LEASE PAYMENTS

Section X.1 Security Deposit. Notwithstanding any other provision of this Lease, the District may, on any date, secure the payment of Lease Payments and Additional Payments by a deposit by it with the Trustee of cash and/or Defeasance Securities as provided in Section 14.01 of the Trust Agreement. In such event, and provided that the District has paid any other amounts due and owing under this Lease and the Trust Agreement, all obligations of the District under this Lease, and all security provided by this Lease for said obligations, shall cease and terminate, excepting only the obligation of the District to make, or cause to be made, Lease Payments and Additional Payments from such deposit. On the date of said deposit title to the Property shall vest in the District automatically and without further action by the District or the Corporation (except as provided herein). Said deposit shall be deemed to be and shall constitute a special fund for the payment of Lease Payments in accordance with the provisions of this Lease. The Corporation shall execute and deliver such further instruments and take such further action as may reasonably be requested by the District for carrying out the title transfer of the Property.

Section X.2 Extraordinary Prepayment From Net Proceeds. The District shall be obligated to prepay the Lease Payments in whole or in part on any date, from and to the extent of any Net Proceeds or other moneys theretofore deposited in the Prepayment Fund (at least 45 days prior to the date fixed for prepayment of the Certificates) pursuant to Section 4.02 of the Trust Agreement. The District and the Corporation hereby agree that such Net Proceeds or other moneys shall be credited towards the District's obligations hereunder (except in the case of such prepayment of the Lease Payments in whole) pro rata among Lease Payments so that following Prepayment, the remaining annual Lease Payments will be proportional to the initial annual Lease Payments.

Section X.3 Optional Prepayment of Lease Payments.

(a) Subject to the terms and conditions of this Section, the Corporation hereby grants an option to the District to prepay the Lease Payments in whole or in part, on the dates and at the prepayment prices set forth in Section 4.03(a) of the Trust Agreement. The District and the Corporation agree that such prepayments shall be credited toward the District's obligations hereunder corresponding to the resulting prepayment of the Certificates in accordance with Section 4.03(a) of the Trust Agreement on the dates and at the prepayment prices provided therein.

(b) The District shall execute said options by giving written notice to the Trustee thereof not less than forty (40) nor more than sixty (60) days' prior to the date of prepayment and depositing with said notice (1) accrued interest on the Principal Component to be prepaid to the date of prepayment, plus (2) any Lease Payments then due but unpaid, plus (3) the prepayment premium described in Section 4.03(a) of the Trust Agreement. In lieu of depositing the amounts set forth above, the District may provide evidence satisfactory to the Trustee that the optional prepayment amounts can be satisfied on the designated prepayment date.

Section X.4 Credit for Amounts on Deposit. In the event of the securing of or prepayment of the Principal Component of the Lease Payments in full under this Article X such that the Trust Agreement shall be discharged by its terms as a result of such security deposit or prepayment, all amounts then on deposit in the Lease Payment Fund and the Reserve Fund shall be credited toward the amounts then required to be so prepaid (other than amounts therein derived from draws under the Policy or Reserve Policy). In the event of a partial securing of or prepayment of the Principal Component of the Lease Payments under this Article X such that a portion of the Certificates shall be defeased under the Trust Agreement as a result of such prepayment, all amounts then on deposit in the Reserve Fund (other than amounts therein derived from draws under the Policy or Reserve Policy), if any, in excess of the Reserve Requirement following such defeasance, shall be credited toward the amounts then required to be so deposited or prepaid.

Section X.5 Effect of Prepayment.

(a) In Whole. In the event that the District pays or prepays all remaining Lease Payments either by making a security deposit with the Trustee as provided in Section 10.1 hereof or from Net Proceeds as provided in Section 10.2 hereof or from cash or other legally available moneys deposited by the District as provided in Section 10.3, and the District has paid all Additional Payments and Reserve Replenishment Rent required hereunder, and all the provisions of Section 14.01 of the Trust Agreement have been complied with, then the District's obligations under this Lease shall thereupon cease and terminate, including but not limited to the District's obligation to continue to pay Lease Payments under this Article X (except as provided in Section 10.1 hereof).

(b) In Part. In the event the District prepays less than all of the remaining Principal Component of the Lease Payments pursuant to Section 10.2 or 10.3 hereof (from cash or other legally available moneys deposited by the District), the amount of such prepayment shall be applied to reduce the Principal Component of the remaining Lease Payments in a manner that corresponds to the resulting prepayment of principal with respect to the Certificates as determined in the Trust Agreement.

ARTICLE XI

MISCELLANEOUS

Section XI.1 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed to have been received on the earlier of the day of actual receipt or five Business Days after deposit in the United States mail in first-class or certified form, postage prepaid, to the District or the Corporation, as the case may be, at the addresses indicated in Section 14.05 of the Trust Agreement. The Corporation, the District and the Trustee, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

Section XI.2 Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the Corporation and the District and their respective successors and assigns.

Section XI.3 Severability. In the event any provision of this Lease shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section XI.4 Execution in Counterparts. This Lease may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section XI.5 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section XI.6 Insurer as Third-Party Beneficiary; Extent of Insurer Rights. The Insurer is a third-party beneficiary of this Lease. Any and all rights of the Insurer to consent or to take or approve any actions hereunder shall be valid only if the Insurer shall not be in default under the terms of the Insurance Policy. So long as the Insurer is in default under the Insurance Policy it shall be entitled to receive notice of certain events as described herein but shall have no other rights hereunder, other than by subrogation.

Section XI.7 No Merger. The parties hereto intend that there shall be no merger of any estate or interest created by this Lease with any other estate or interest in the Property, or any part thereof, by reason of the fact that the same party may acquire or hold all or any part of the estate or interest in the Property created by this Lease as well as another estate or interest in the Property.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Corporation has caused this Lease to be executed in its name by its duly authorized officer, and the District has caused this Lease to be executed in its name by its duly authorized officer, as of the date first above written.

ANAHEIM UHSD FACILITIES CORPORATION, as
Lessor

By:
President

ANAHEIM UNION HIGH SCHOOL DISTRICT, as
Lessee

By:
Superintendent

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in the Property conveyed under the foregoing to the Anaheim Union High School District, a school district duly organized under the laws of the State of California, is hereby accepted by the undersigned officer or agent on behalf of the Board of Trustees of the Anaheim Union High School District, pursuant to authority conferred by resolution of the Board of Trustees adopted on _____, 2017 and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 2017

ANAHEIM UNION HIGH SCHOOL DISTRICT

By:
Superintendent

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On _____ before me, _____, Notary Public,

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

SIGNATURE OF NOTARY PUBLIC

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On _____ before me, _____, Notary Public,

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

SIGNATURE OF NOTARY PUBLIC

EXHIBIT A
SEMI-ANNUAL LEASE PAYMENT SCHEDULE
LEASE PAYMENTS

<i>Date⁽¹⁾</i>	<i>Principal Component</i>	<i>Interest Component</i>	<i>Total Lease Payments</i>
---------------------------	----------------------------	---------------------------	-----------------------------

⁽¹⁾ Each Lease Payment must be deposited with the Trustee on the Lease Payment Deposit Date which is the fifteenth day of the month preceding each of the dates listed.

EXHIBIT B

LEGAL DESCRIPTION OF THE PROPERTY

The property constituting the Leased Property consists of the parcels of land and all buildings, improvements and facilities at any time situated thereon, which parcels are located in the City of Anaheim, County of Orange, State of California, and are described as follows:

END OF LEGAL DESCRIPTION

EXHIBIT C
GENERAL DESCRIPTION OF THE PROJECT

[TO COME]

EXHIBIT D

LEASE SUPPLEMENT FORM

There is hereby [subjected to/released from] the terms of that certain Lease Agreement, dated as of _____ 1, 2017, by and between the Anaheim UHSD Facilities Corporation (the "Corporation") and the Anaheim Union High School District (the "District") the following real property:

Description of [Substituted Property/Released Property]

[Insert Description]

Cost

I, the District Representative, hereby certify that:

(a) [applicable in the case of Substituted Property] the Substituted Property is free from any liens other than Permitted Encumbrances;

(b) the District has provided prior written notice thereof to each rating agency then rating the Certificates evidencing the Lease Payments under the Lease;

(c) (i) an independent MAI or equivalent certified real estate appraiser selected by the District finds (and delivers a certificate to the District and the Trustee setting forth its findings) on (ii) documentation of insured/replacement values which demonstrates that the real property remaining after such substitution or release (i) has a fair rental value in each Fiscal Year during the remaining Term greater than or equal to the Lease Payments due in such Fiscal Year such that the Lease Payments payable by the District pursuant to this Lease will not be reduced and (ii) has an equivalent or greater useful life as the Property to be released and that the useful life of the Substituted Property exceeds the remaining Term;

(d) [applicable in the case of Substituted Property only] the District has obtained or caused to be obtained an ALTA title insurance policy (with Western Regional exceptions) with endorsement so as to be payable to the Trustee for the benefit of the Owners which complies with Section 5.5 of the Lease, is in a form satisfactory to the Trustee and the Corporation, is in the amount equal to the Principal Component of Lease Payments attributable to the Substituted Property, and insures all interest required under Section 5.5, as applicable, to the Substituted Property;

(e) the District has provided the Corporation and the Trustee with an opinion of Special Counsel that such [substitution/release] does not cause, in and of itself, the Interest Component evidenced by the Certificates to be included in gross income for federal income tax purposes;

(f) the District has given, or caused to be given, any notice of the occurrence of such [substitution/release] required to be given pursuant to the Continuing Disclosure Certificate;

(g) the District, the Corporation and the Trustee have executed and the District has recorded with the office of the County Recorder, County of Orange, California, any document necessary to reconvey to the District the portion of the Property being released and to include the Substituted Property and/or improvements thereon as all or a portion of the Property; and

(h) [applicable in the case of Substituted Property only] the Substituted Property is of approximately the same degree of essentiality to the District as the portion of the Property being released.

I, the District Representative, hereby certify that the portion of the Property being acquired, constructed or improved will be owned by the Corporation free and clear of all liens or claims of others, except for the lien of the Trust Agreement referred to in the Lease, the rights of the District under the Lease and other Permitted Encumbrances, and that the Corporation will not encumber title to the substituted portion of the Property while the Certificates remain outstanding.

ANAHEIM UNION HIGH SCHOOL DISTRICT

By: [form only; no signature required]
District Representative

EXHIBIT E

**FORM OF CERTIFICATE OF
ADDITION OF PROJECT COMPONENT**

I, _____, _____ of the
Anaheim Union High School District (the "District") hereby certify that
_____ project is to become a part of the Project as defined under the
Lease Agreement, dated as of _____ 1, 2017, (the "Lease"), by and between the District and
the Anaheim UHSD Facilities Corporation (the "Corporation") [in addition to the components of
the Project as defined in the Lease or in substitution for _____ component of the Project as
defined in the Lease]. This Certificate shall be filed with the Trustee under the Trust Agreement,
dated as of _____ 1, 2017, by and among the District, the Corporation and U.S. Bank
National Association, as trustee thereunder, until such time as the Lease is terminated.

[form only; no signature required]

District Representative

TRUST AGREEMENT

Dated as of _____ 1, 2017

by and among

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

and

ANAHEIM UHSD FACILITIES CORPORATION

and

ANAHEIM UNION HIGH SCHOOL DISTRICT

Relating to

§ _____
**ANAHEIM UNION HIGH SCHOOL DISTRICT
2017 CERTIFICATES OF PARTICIPATION**

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TRUST AGREEMENT

THIS TRUST AGREEMENT is made and entered into as of _____ 1, 2017, by and among U.S. BANK NATIONAL ASSOCIATION, a national banking association organized under the laws of the United States of America, as trustee (the "Trustee"), the ANAHEIM UHSD FACILITIES CORPORATION, a nonprofit public benefit corporation duly organized and existing under the laws of the State of California, including without limitation Sections 5110 *et seq.* of the Corporations Code of the State of California, as lessor under the Lease hereinafter referred to (the "Corporation"), and the ANAHEIM UNION HIGH SCHOOL DISTRICT, a school district duly organized and existing under the Constitution and laws of the State of California, as lessee under the Lease (the "District");

WITNESSETH:

WHEREAS, the District and the Corporation desire to finance the costs of the acquisition, construction and installation of certain capital improvements to the District's property (the "2017 Project");

WHEREAS, to finance the 2017 Project, the District and the Corporation have entered into a Lease Agreement, dated as of the date hereof (the "Lease"), whereby the Corporation has agreed to lease certain real property, as described therein (the "Property"), to the District, and the District has agreed to lease the Property from the Corporation; and

WHEREAS, the Trustee has agreed to execute and deliver the Anaheim Union High School District 2017 Certificates of Participation (the "Certificates"), each evidencing fractional interests in the Lease Payments and Prepayments (each as defined herein) made by the District under the Lease; and

WHEREAS, the District and the Corporation have authorized the preparation, sale and delivery of the Certificates in order to finance the 2017 Project; and

WHEREAS, as security therefor, the Corporation will assign its rights to receive Lease Payments pursuant to the Lease, and the Corporation and District will grant a security interest in all moneys held by the Trustee hereunder (other than the Rebate Fund as described herein) to the Trustee for the benefit of the Owners of the Certificates executed and delivered hereunder;

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

ARTICLE I

DEFINITIONS

Section 1.1 Definitions and Rules of Construction. Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Trust Agreement, have the meanings herein specified. Unless the context otherwise indicates, words importing the singular number shall include the plural number and vice versa. The terms "hereby," "hercof," "hereto," "herein," "hereunder" and any similar terms, as used in this Trust Agreement, refer to this Trust Agreement as a whole.

“Additional Certificates” means certificates of participation authorized by a supplemental Trust Agreement that are executed and delivered by the Trustee under and pursuant to Section 2.15.

“Additional Payments” means all amounts payable by the District as Additional Payments as defined in Section 4.11 of the Lease.

“Assignment Agreement” means the Assignment Agreement related to the Certificates, dated as of the date hereof, by and between the Trustee and the Corporation, and any duly authorized and executed amendments thereto.

“Beneficial Owner” means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Certificates (including persons holding Certificates through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Certificates for federal income tax purposes.

“Business Day” means any day other than (i) a Saturday or Sunday, or (ii) a day on which banking institutions in the State of New York, the State of California or the State of Minnesota are authorized or required by law or executive order to remain closed.

“Certificate” or “Certificates” means the \$_____ aggregate principal amount of Anaheim Union High School District 2017 Certificates of Participation executed and delivered by the Trustee pursuant to this Trust Agreement.

“Certificate Payment Date” means March 1 and September 1 of each year commencing September 1, 2017 with respect to the interest payments evidenced by the Certificates and September 1 of each year commencing September 1, 2017 with respect to the principal payments evidenced by the Certificates.

“Certificate Year” shall have the meaning assigned to such term in the Tax Certificate.

“Closing Date” means the date on which the Certificates, duly executed by the Trustee, are delivered to the Underwriter thereof.

“Code” means the Internal Revenue Code of 1986, and the regulations issued thereunder, as the same may be amended from time to time, and any successor provisions of law. Reference to a particular section of the Code shall be deemed to be a reference to any successor to any such section.

“Continuing Disclosure Certificate” means that certain Continuing Disclosure Certificate dated as of the date hereof, executed by the District.

“Corporation” means the Anaheim UHSD Facilities Corporation, a nonprofit public benefit corporation organized under the laws of the State, its successors and assigns.

“Corporation Representative” means the Chair, Vice Chair, President, Vice President, Secretary or Chief Financial Officer of the Corporation, or any other person authorized to act on behalf of the Corporation under or with respect to the Lease.

“Defeasance Securities” means the securities described in paragraph (a) of the definition of “Permitted Investments.”

“Delivery Cost Fund” means the fund by that name established and held by the Trustee pursuant to Article III hereof.

“Delivery Cost Requisition” means a written requisition substantially in the form attached hereto as Exhibit B.

“Delivery Costs” means and further includes all items of expense directly or indirectly payable by or reimbursable to the District or the Corporation relating to the financing of the 2017 Project with the proceeds of the Certificates and the financing of the Project, including, but not limited to, the premium for any insurance policies purchased to satisfy the Reserve Requirement or to guarantee payment of the Certificates, filing and recording costs, settlement costs, printing costs, word processing costs, reproduction and binding costs, initial fees and charges of the Trustee, including its first annual administration fee and the fees of its counsel, legal fees and charges, financing and other professional consultant fees, costs of rating agencies and costs of providing information to such rating agencies, any computer and other expenses incurred in connection with the Certificates, fees for execution, transportation and safekeeping of the Certificates and charges and fees in connection with the foregoing.

“Depository” means the securities depository acting as Depository pursuant to Section 2.13 hereof, initially The Depository Trust Company, 55 Water Street, New York, New York 10041, Fax (212) 855-7320 or such other securities depositories as the District may designate in writing to the Trustee.

“District” means the Anaheim Union High School District, a school district organized and existing under the laws and Constitution of the State, and its successors and assigns.

“District Representative” means the Superintendent and the Assistant Superintendent, Business Services of the District or any other person authorized by the Superintendent of the District to act on behalf of the District with respect to the Lease or this Trust Agreement.

“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 Certificates.

“Event of Default” means an event of default under the Lease, as defined in Section 9.1 thereof.

“Fiscal Year” means the fiscal year of the District commencing July 1 and ending June 30 of the next year.

“Independent Counsel” means an attorney duly admitted to the practice of law before the highest court of the state in which such attorney maintains an office and who is not an employee of the Corporation, the Trustee or the District.

“Independent Insurance Consultant” means a nationally recognized independent actuary, insurance company or broker that has actuarial personnel experienced in the area of insurance for which the District is to be self-insured, as may from time to time be designated by the District.

“Insurance Policy” or “Policy” means the insurance policy issued by the Insurer that guarantees the scheduled payment of principal of and interest with respect to the Certificates when due.

“Insurer” means _____, or any successor thereto or assignee thereof.

“Lease” means the Lease Agreement related to the Certificates, dated as of the date hereof, by and between the District and the Corporation, and any duly authorized and executed amendments thereto.

“Lease Payment” means any payment required to be paid by the District to the Corporation pursuant to Section 4.4 of the Lease.

“Lease Payment Deposit Date” means the 15th day next preceding the respective Certificate Payment Date (or if such day is not a Business Day, the next succeeding Business Day).

“Lease Payment Fund” means the fund by that name established and held by the Trustee pursuant to Article V hereof.

“Lease Year” means the period extending from September 1 of each calendar year to August 31 of the subsequent calendar year provided that the first Lease Year shall commence on the Closing Date and end on August 31, 2017.

“Lessor” means the Corporation, its successors and assigns.

“Letter of Representations” means the letter of the District delivered to and accepted by the Depository on or prior to delivery of the Certificates as book-entry certificates making reference to the DTC Operational Arrangements memorandum, as it may be amended from time to time, setting forth the basis on which the Depository serves as depository for such book-entry certificates, as such letters were originally executed or as they may be supplemented or revised or replaced by letters from the District delivered to and accepted by the Depository.

“Moody’s” means Moody’s Investors Service or any successors or assigns thereto.

“Net Proceeds” means any proceeds of any insurance, performance bonds or taking by eminent domain or condemnation paid with respect to the Property remaining after payment therefrom of any expenses (including attorneys’ fees) incurred in the collection thereof.

“Net Proceeds Fund” means the fund by that name established and held by the Trustee pursuant to Article VII hereof.

“Nominee” means the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to Section 2.13 hereof.

“Outstanding” when used as of any particular time with respect to Certificates, means (subject to the provisions of Section 10.03 hereof) all Certificates theretofore executed and delivered by the Trustee under this Trust Agreement except:

(1) Certificates theretofore cancelled by the Trustee or surrendered to the Trustee for cancellation;

(2) Certificates for the payment or prepayment of which funds or Defeasance Securities, together with interest earned thereon, in the necessary amount shall have theretofore been deposited with the Trustee (whether upon or prior to the maturity or prepayment date of such Certificates), provided that, if such Certificates are to be prepaid prior to maturity, notice of such prepayment shall have been given as provided in Section 4.05 hereof or provision satisfactory to the Trustee shall have been made for the giving of such notice; and

(3) Certificates in lieu of or in exchange for which other Certificates shall have been executed and delivered by the Trustee pursuant to Sections 2.08 and 2.09 hereof.

“Owner” or “Certificate Owner” or “Owner of a Certificate”, or any similar term, when used with respect to a Certificate means the person in whose name such Certificate is registered on the registration books maintained by the Trustee.

“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.

“Participating Underwriter” has the meaning ascribed thereto in the Continuing Disclosure Certificate.

“Permitted Investments” means any of the following which at the time of investment are legal investments under the laws of the State for the moneys proposed to be invested therein:

(a) For all purposes, including defeasance investments, any of the following which at the time of investment are legal investments under the laws of the State for the moneys proposed to be invested therein:

(i) Direct obligations (other than an obligation subject to variation in principal repayment) of the United States of America (“United States Treasury Obligations”),

(ii) obligations fully and unconditionally guaranteed as to timely payment of principal and interest by the United States of America,

(iii) obligations fully and unconditionally guaranteed as to timely payment of principal and interest by any agency or instrumentality of the United States of America when such obligations are backed by the full faith and credit of the United States of America, or

(iv) evidences of ownership of proportionate interests in future interest and principal payments on obligations described above held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying government obligations are not available to any person claiming through the custodian or to whom the custodian may be obligated.

(b) For all purposes other than defeasance investments, any of the following which at the time of investment are legal investments under the laws of the State for the moneys proposed to be invested therein:

(i) Federal Housing Administration debentures.

(ii) The listed obligations of government-sponsored agencies which are not backed by the full faith and credit of the United States of America:

- Federal Home Loan Mortgage Corporation (FHLMC)
Participation certificates (but not including stripped mortgage securities which are purchased at prices exceeding their principal amounts)
Senior Debt obligations
- Farm Credit Banks (formerly: Federal Land Banks, Federal Intermediate Credit Banks and Banks for Cooperatives)
Consolidated system-wide bonds and notes
- Federal Home Loan Banks (FHL Banks)
Consolidated debt obligations
- Federal National Mortgage Association (FNMA)
Senior debt obligations
Mortgage-backed securities (but not including stripped mortgage securities which are purchased at prices exceeding their principal amounts)

(iii) Unsecured certificates of deposit (including those placed by a third party pursuant to an agreement between the Trustee and the Corporation), time deposits, trust accounts, trust funds, interest bearing deposits, overnight bank deposits, interest bearing money market accounts and bankers' acceptances (having maturities of not more than 365 days) of any bank the short-term obligations of which are rated 'A-1+' or better by S&P and "Prime-1" by Moody's, which may include the Trustee and its affiliates.

(iv) Deposits the aggregate amount of which are fully insured by the Federal Deposit Insurance Corporation (FDIC), in banks which have capital and surplus of at least \$15 million.

(v) Commercial paper (having original maturities of not more than 270 days) rated at the time of purchase 'A-1+' by S&P and 'Prime-1' by Moody's.

(vi) Money market mutual funds rated 'AAM' or 'AAM-G' by S&P, or better, and if rated by Moody's rated "Aa2" or better, including mutual funds for which the Trustee, its parent company, if any, or any affiliates or subsidiaries of the Trustee provide investment advising or other management services or serves as investment administrator, shareholder servicing agent, and/or custodian or subcustodian, notwithstanding that (i) the Trustee or an affiliate of the Trustee receives and retains a fee for services provided to the fund, whether as a custodian, transfer agent, investment advisor or otherwise, (ii) the Trustee collects fees for services rendered, which fees are separate from the fees received from such funds, and (iii) services performed for such funds may at times duplicate those provided to such funds by the Trustee or an affiliate of the Trustee.

(vii) Direct general obligations of any state of the United States of America or any subdivision or agency thereof to which is pledged the full faith and credit of a state the unsecured general obligation debt of which is rated 'A3' by Moody's and 'A-' by S&P, or better, or any obligation fully and unconditionally guaranteed by any state, subdivision or agency whose unsecured general obligation debt is so rated.

(viii) Direct general short-term obligations of any state agency or subdivision or agency thereof described in (vii) above and rated 'A-1+' by S&P and 'MIG-1' by Moody's.

(ix) Special Revenue Bonds (as defined in the United States Bankruptcy Code) of any state, state agency or subdivision described in (vii) above and rated 'AA-' or better by S&P and 'Aa3' or better by Moody's.

(x) Pre-refunded municipal obligations rated in the highest rating category then assigned to the United States of America by S&P and Moody's meeting the following requirements:

1. such municipal obligations are (1) not subject to redemption prior to maturity or (2) the trustee for such municipal obligations has been given irrevocable instructions concerning their call and redemption and the issuer of such municipal obligations has covenanted not to redeem such municipal obligations other than as set forth in such instructions;

2. such municipal obligations are secured by cash or United States Treasury Obligations which may be applied only to payment of the principal of, interest and premium on such municipal obligations;

3. the principal of and interest on the United States Treasury Obligations (plus any cash in the escrow) has been verified by the report of independent certified public accountants to be sufficient to pay in full all principal of, interest, and premium, if any, due and to become due on such municipal obligations ("Verification");

4. the cash or United States Treasury Obligations serving as security for such municipal obligations are held by an escrow agent or trustee in trust for owners of the municipal obligations;

5. no substitution of a United States Treasury Obligation shall be permitted except with another United States Treasury Obligation and upon delivery of a new Verification; and

6. the cash or United States Treasury Obligations are not available to satisfy any other claims, including those by or against the trustee or escrow agent.

(xi) Repurchase agreements entered into with (1) any domestic bank, or domestic branch of a foreign bank, the long term debt of which is rated at least "A-" by S&P and 'A3' by Moody's including the Trustee and any of its affiliates; or (2) any broker-dealer with "retail customers" or a related affiliate thereof which broker-dealer has, or the parent company (which guarantees the provider) of which has, long-term debt rated at least "A-" by S&P and 'A3' by Moody's, which broker-dealer falls under the jurisdiction of the Securities Investors Protection Corporation; or (3) any other entity rated at least "A-" by S&P and 'A3' by Moody's and acceptable to the Insurer (each an "Eligible Provider"), provided that:

1. (i) permitted collateral shall include U.S. Treasury Obligations, or senior debt obligations of GNMA, FNMA or FHLMC (no collateralized mortgage obligations shall be permitted for these providers), and (ii) collateral levels must be at least 102% of the total principal when the collateral type is U.S. Treasury Obligations, 103% of the total principal when the collateral type is GNMA's and 104% of the total principal when the collateral type is FNMA and FHLMC ("Eligible Collateral");

2. the trustee or a third party acting solely as agent therefore or for the District (the "Custodian") has possession of the collateral or the collateral has been transferred to the Custodian in accordance with applicable state and federal laws (other than by means of entries on the transferor's books) and such collateral shall be marked to market;

3. the collateral shall be marked to market on a daily basis and the provider or Custodian shall send monthly reports to the Trustee, the District and the Insurer setting forth the type of collateral, the collateral percentage required for that collateral type, the market value of the collateral on the valuation date and the name of the Custodian holding the collateral;

4. the repurchase agreement (or guaranty, if applicable) may not be assigned or amended without the prior written consent of the Insurer;

5. the repurchase agreement shall state and an opinion of counsel shall be rendered at the time such collateral is delivered that the Custodian has a perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof;

6. the repurchase agreement shall provide that if during its term the provider's rating by either Moody's or S&P is withdrawn or suspended or falls below "A-" by S&P or "A3" by Moody's, as appropriate, the provider must notify the District, the Trustee and the Insurer within five (5) days of receipt of such notice. Within ten (10) days of receipt of such notice, the provider shall either: (i) provide a written guarantee acceptable to the Insurer, (ii) post Eligible Collateral, or (iii) assign the agreement to an Eligible Provider. If the provider does not perform a remedy within ten (10) business days, the provider shall, at the direction of the Trustee (who shall give such direction if so directed by the Insurer) repurchase all collateral and terminate the repurchase agreement, with no penalty or premium to the District or the Trustee.

(xii) Investment agreements: with a domestic or foreign bank or corporation the long-term debt of which, or, in the case of a guaranteed corporation the long-term debt, or, in the case of a monoline financial guaranty insurance company, claims paying ability, of the guarantor is rated at least "AA-" by S&P and "Aa3" by Moody's, and acceptable to the Insurer, each of which shall be an Eligible Provider, provided that:

1. interest payments are to be made to the Trustee at times and in amounts as necessary to pay debt service;

2. the invested funds are available for withdrawal without penalty or premium, at any time upon not more than seven (7) days' prior notice; the District and the Trustee hereby agree to give or cause to be given notice in accordance with the terms of the investment agreement so as to receive funds thereunder with no penalty or premium paid;

3. the provider shall send monthly reports to the Trustee, the District and the Insurer setting forth the balance the District or Trustee has invested with the provider and the amounts and dates of interest accrued and paid by the provider;

4. the investment agreement shall state that is an unconditional and general obligation of the provider, and is not subordinated to any other obligation of, the provider thereof or, if the provider is a bank, the agreement or the opinion of counsel shall state that the

obligation of the provider to make payments thereunder ranks pari passé with the obligations of the provider to its other depositors and its other unsecured and unsubordinated creditors;

5. the investment agreement (or guaranty, if applicable) may not be assigned or amended without the prior written consent of the Insurer;

6. the District, the Trustee and the Insurer shall receive an opinion of domestic counsel to the provider that such investment agreement is legal, valid, binding and enforceable against the provider in accordance with its terms;

7. the District, the Trustee and the Insurer shall receive an opinion of foreign counsel to the provider (if applicable) that (1) the investment agreement has been duly authorized, executed and delivered by the provider and constitutes the legal, valid and binding obligation of the provider, enforceable against the provider in accordance with its terms, (b) the choice of law of the state set forth in the investment agreement is valid under that country's laws and a court in such country would uphold such choice of law, and (c) any judgment rendered by a court in the United States would be recognized and enforceable in such country;

8. the investment agreement shall provide that if during its term:

(i) the provider's rating by either S&P or Moody's falls below "AA-" or "Aa3", the provider shall, at its option, within ten (10) days of receipt of publication of such downgrade, either (i) provide a written guarantee acceptable to the Insurer, (ii) post Eligible Collateral with the District, the Trustee or a third party acting solely as agent therefore (the "Custodian") free and clear of any third party liens or claims, or (iii) assign the agreement to an Eligible Provider, or (iv) repay the principal of and accrued but unpaid interest on the investment;

(ii) the provider's rating by either S&P or Moody's is withdrawn or suspended or falls below "A-" or "A3", the provider must, at the direction of the District or the Trustee (who shall give such direction if so directed by the Insurer), within ten (10) days of receipt of such direction, repay the principal of and accrued but unpaid interest on the investment, in either case with no penalty or premium to the District or Trustee.

9. in the event the provider is required to collateralize, permitted collateral shall include U.S. Treasury Obligations, or senior debt obligations of GNMA, FNMA or FHLMC (no collateralized mortgage obligations shall be permitted for these providers) and collateral levels must be 102% of the total principal when the collateral type is U.S. Treasury Obligations, 103% of the total principal when the collateral type is GNMA's and 104% of the total principal when the collateral type is FNMA and FHLMC ("Eligible Collateral"). In addition, the collateral shall be marked to market on a daily basis and the provider or Custodian shall send monthly reports to the Trustee, the District and the Insurer setting forth the type of collateral, the collateral percentage required for that collateral type, the market value of the collateral on the valuation date and the name of the Custodian holding the collateral;

10. the investment agreement shall state and an opinion of counsel shall be rendered, in the event collateral is required to be pledged by the provider under the terms of the investment agreement, at the time such collateral is delivered, that the Custodian has a perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof;

11. the investment agreement must provide that if during its term: (i) the provider shall default in its payment obligations, the provider's obligations under the investment agreement shall, at the direction of the District or the Trustee (who shall give such direction if so directed by the Insurer), be accelerated and amounts invested and accrued but unpaid interest thereon shall be repaid to the District or Trustee, as appropriate, and (ii) the provider shall become insolvent, not pay its debts as they become due, be declared or petition to be declared bankrupt, etc. ("event of insolvency"), the provider's obligations shall automatically be accelerated and amounts invested and accrued but unpaid interest thereon shall be repaid to the District or Trustee, as appropriate; and

(xiii) Deposits in the Local Agency Investment Fund of the California State Treasurer or the Orange County pooled investment program, to the extent the Trustee is authorized to register such investments in its name.

"Prepayment" means any payment made by the District pursuant to Article X of the Lease as a prepayment of Lease Payments.

"Prepayment Fund" means the fund by that name established and held by the Trustee pursuant to Article IV hereof.

"Principal Office" means the principal corporate trust office of the Trustee in Los Angeles, California, or such other address as the Trustee may inform the District, or the principal office of any successor trustee pursuant hereto except that with respect to presentation of Certificates for payment or for registration of transfer and exchange such term shall mean the office or agency of the Trustee at which, at any particular time, its corporate trust agency business shall be conducted.

"Project" means the Project, as defined in the Lease.

"Project Costs" means, with respect to any item or portion of the Project, the contract price paid or to be paid therefor upon acquisition, construction, procurement or improvement thereof, in accordance with a purchase order or contract therefor. Project Costs include, but are not limited to, the administrative, engineering, legal, financial and other costs incurred by the District and the Corporation in connection with the acquisition, construction, procurement, remodeling or improvement of the Project, all applicable sales taxes and other charges resulting from such construction, procurement, remodeling or improvement of the Project.

"Property" means the Property, as defined in the Lease.

"Record Date" means the close of business on the fifteenth day of the month preceding each Certificate Payment Date, whether or not such fifteenth day is a Business Day.

"Reserve Facility" means any line of credit, letter of credit, insurance policy, surety bond or other credit, including the Reserve Policy, deposited with the Trustee pursuant to Article VI.

"Reserve Fund" means the fund by that name established and held by the Trustee pursuant to Article VI hereof.

"Reserve Insurer" means _____, or any successor thereto or assignee thereof.

“Reserve Policy” means the financial guaranty insurance policy issued by the Reserve Insurer under which claims may be made in order to provide moneys in the Reserve Fund available for the purposes thereof.

“Reserve Replenishment Rent” means Reserve Replenishment Rent payable pursuant to Section 4.4(d) of the Lease.

“Reserve Requirement” means, as of any calculation date, the lesser of (1) the maximum aggregate annual Lease Payments (in any Certificate Year) then payable under the Lease with respect to the Certificates and Additional Certificates, (2) 125% of the average annual aggregate Lease Payments (calculated based on Certificate Years) then payable under the Lease with respect to the Certificates and Additional Certificates, or (3) 10% of the original face amount of the Certificates and the Additional Certificates (less original issue discount if in excess of two percent (2%) of the stated Principal Component amount at maturity).

“S&P” means Standard & Poor’s Ratings Services or any successors or assigns thereto.

“Site Lease” means the Site Lease related to the Certificates, dated the date hereof, by and between the Corporation and the District, and any duly authorized and executed amendments thereto.

“Special Counsel” means Stradling Yocca Carlson & Rauth, a Professional Corporation, or any other attorney or firm of attorneys of nationally recognized standing in matters pertaining to the tax-exempt status of interest on obligations issued by states and their political subdivisions and acceptable to the District.

“State” means the State of California.

“Tax Certificate” means the Tax Certificate dated as of the Closing Date, concerning matters pertaining to the use and investment of proceeds of the Certificates executed and delivered to the District on the date of execution and delivery of the Certificates, including any and all exhibits attached thereto.

“Term” means the time during which the Lease is in effect, as provided in Section 4.2 of the Lease.

“Trustee” means U.S. Bank National Association, a national banking association duly organized and existing under the laws of the United States of America, and any successor trustee.

“Trust Agreement” or “Agreement” means this Trust Agreement, together with any amendments hereof or supplements hereto permitted to be made hereunder.

“Underwriter” means _____, as original purchaser of the Certificates on the Closing Date.

Section I.2 Authorization. Each of the parties hereby represents and warrants that it has full legal authority and is duly empowered to enter into this Trust Agreement, and has taken all actions necessary to authorize the execution of this Trust Agreement by the officers and persons signing it.

Section I.3 Equal Security. In consideration of the acceptance of the Certificates by the Owners, this Trust Agreement shall be deemed to be and shall constitute a contract between the Trustee and the Owners to secure the full and final payment of the interest, if any, and principal evidenced by the Certificates which may be executed and delivered hereunder, subject to each of the agreements, conditions, covenants and terms contained herein; and all agreements, conditions, covenants and terms contained herein required to be observed or performed by or on behalf of the Trustee shall be for the equal and proportionate benefit, protection and security of all Owners without distinction, preference or priority as to security or otherwise of any Certificates over any other Certificates by reason of the number or date thereof or the time of execution or delivery thereof or for any cause whatsoever, except as expressly provided herein or therein. All of the Certificates are equally secured as provided in this Section 1.03, except as may be otherwise expressly provided in this Trust Agreement.

ARTICLE II

THE CERTIFICATES OF PARTICIPATION

Section II.1 Authorization. Upon written request of the District Representatives the Trustee will execute and deliver to the Underwriter, through the facilities of DTC, Certificates in an aggregate principal amount of \$_____ representing proportionate ownership interests in the Lease Payments and the Prepayments. Such Certificates shall not be deemed a debt or obligation of the Trustee, and shall only be paid with funds received by the Trustee for such purposes hereunder or pursuant to the Lease.

Section II.2 Date. Each Certificate shall be dated the Closing Date, and interest evidenced thereby shall be payable from the Certificate Payment Date next preceding the date of execution thereof, unless:

(i) it is executed as of a Certificate Payment Date, in which event interest with respect thereto shall be payable from the date thereof; or

(ii) it is executed after a Record Date and before the following Certificate Payment Date, in which event interest with respect thereto shall be payable from such following Certificate Payment Date; or

(iii) it is executed on or prior to August 15, 2017 in which event interest evidenced thereby shall be payable from the date of delivery; provided however, that if, as of any date, interest has not been paid when due with respect to any Outstanding Certificate, interest evidenced thereby shall be payable from the Certificate Payment Date to which interest has previously been paid or made available for payment with respect to Outstanding Certificates.

Section II.3 Maturity; Interest Rates. The Certificates shall become due and payable, subject to prior prepayment, on September 1 of the following years and shall evidence interest at the following rates:

<i>Maturity (September 1)</i>	<i>Principal Amount</i>	<i>Interest Rate</i>
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Section II.4 Registration; Interest. The Certificates shall be delivered in fully registered form, without coupons, in denominations of \$5,000 and any integral multiple thereof. The Certificates shall be numbered from “R-1” upwards in consecutive numerical order.

Interest evidenced by the Certificates shall be payable semiannually on March 1 and September 1, of each year, commencing September 1, 2017, to the date of maturity or prepayment, whichever is earlier. Said interest shall represent the portion of Lease Payments designated as interest and coming due during the six month period (and with respect to the first Certificate Payment Date for the period from the Closing Date) preceding each Certificate Payment Date with respect to the Certificates computed on the basis of a 360-day year of twelve 30-day months. The proportionate share of the portion of Lease Payments designated as interest evidenced by any Certificate shall be computed by multiplying the portion of Lease Payments designated as principal evidenced by such Certificate by the rate of interest applicable to such Certificate.

Section II.5 Form of Certificates. The Certificates and the assignment to appear thereon shall be substantially in the form set forth in Exhibit A attached hereto and by this reference incorporated herein with such appropriate additions, modifications and insertions as are permitted or required by this Trust Agreement. Pending the preparation of definitive Certificates, the Certificates may be executed and delivered in temporary form exchangeable for definitive Certificates when ready for delivery. If the Trustee delivers temporary Certificates, it shall execute and deliver definitive Certificates in an equal aggregate principal amount of authorized denominations, when available, without additional charge, and thereupon the temporary Certificates shall be surrendered to the Trustee at its Principal Office. Until so exchanged, the temporary Certificates shall be entitled to the same benefits under this Trust Agreement as definitive Certificates.

Section II.6 Execution. The Certificates shall be executed by and in the name of the Trustee by the manual signature of any authorized signatory of the Trustee. The Trustee shall insert the date of execution of each Certificate in the place provided thereon.

Section II.7 Application of Proceeds and Other Amounts. The proceeds from the sale of the Certificates in the amount of \$_____ (representing the par amount of the Certificates of \$_____, [plus/less] the net original issue [premium/discount] of \$_____, less the Underwriter’s discount of \$_____, less the Insurance Policy premium of \$_____ and less

the Reserve Policy premium of \$_____, which premiums shall be wired directly to the Insurer and the Reserve Insurer, respectively, by the Underwriter), shall be deposited with the Trustee and then be deposited or transferred by the Trustee as follows:

(a) The Trustee shall transfer the amount of \$_____ to the Treasurer of Orange County to be held in the Special Reserve 2017 COP Project Fund relating to the District in order to pay Project Costs; and

(b) The Trustee shall deposit the amount of \$_____ in the Delivery Cost Fund, to be applied to pay Delivery Costs.

The Trustee may, in its discretion, establish a temporary fund or account in its books or records to facilitate such deposits and transfers.

Section II.8 Transfer and Exchange.

(a) Transfer of Certificates. Any Certificate may, in accordance with its terms, be transferred upon the books required to be kept pursuant to the provisions of Section 2.12 by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Certificate for cancellation at the Principal Office accompanied by delivery of a written instrument of transfer in a form acceptable to the Trustee, duly executed. Whenever any Certificate or Certificates shall be surrendered for transfer, the Trustee shall execute and deliver a new Certificate or Certificates of the same series, maturity and interest rate, for like aggregate principal amount in authorized denominations. The Trustee may require the payment by the Certificate Owner requesting such transfer of any tax or other governmental charge required to be paid with respect to such exchange. The cost of printing Certificates and any services rendered or expenses incurred by the Trustee in connection with any transfer and exchange shall be paid by the District.

(b) Exchange of Certificates. Certificates may be exchanged at the Principal Office for a like aggregate principal amount of Certificates of other authorized denominations of the same maturity and interest rate. The Trustee may require the payment by the Certificate Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange. All Certificates surrendered pursuant to the provisions of this Section shall be cancelled and destroyed by the Trustee and shall not be redelivered.

(c) Time for Transfer or Exchange. The Trustee shall not be obligated to transfer or exchange any Certificate during the period in which it is selecting Certificates for prepayment, or after notice of prepayment has been given as provided in Section 4.05.

Section II.9 Certificates Mutilated, Lost, Destroyed or Stolen. If any Certificate shall become mutilated, the Trustee, at the expense of the Owner of said Certificate, shall execute and deliver a new Certificate of like tenor and maturity in exchange and substitution for the Certificate so mutilated, but only upon surrender to the Trustee of the Certificate so mutilated. Every mutilated Certificate so surrendered to the Trustee shall be cancelled by it. If any Certificate shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trustee, and, if such evidence is satisfactory to the Trustee and, if an indemnity, satisfactory to the Trustee indemnifying the Trustee, the Corporation and the District, shall be given, the Trustee, at the expense of the Certificate Owner, shall execute and deliver a new Certificate of like tenor and maturity and numbered as the Trustee shall determine in lieu of and in substitution for the Certificate so lost,

destroyed or stolen. The Trustee may require payment of an appropriate fee for each new Certificate delivered under this Section and of the expenses which may be incurred by the Trustee in carrying out the duties under this Section. Any Certificate executed under the provisions of this Section in lieu of any Certificate alleged to be lost, destroyed or stolen shall be equally and proportionately entitled to the benefits of this Trust Agreement with all other Certificates secured by this Trust Agreement. The Trustee shall not be required to treat both the original Certificate and any replacement Certificate as being Outstanding for the purpose of determining the principal amount of Certificates which may be executed and delivered hereunder or for the purpose of determining any percentage of Certificates Outstanding hereunder, but both the original and replacement Certificate shall be treated as one and the same. Notwithstanding any other provision of this Section, in lieu of delivering a new Certificate in place of one which has been mutilated, lost, destroyed or stolen, and which has matured, or has been called for prepayment, the Trustee may make payment with respect to such Certificate upon receipt of the above-mentioned indemnity.

Section II.10 Payment. Subject to the provisions of the Letter of Representation, payment of interest evidenced by any Certificate on any Certificate Payment Date or prepayment date shall be made to the person appearing on the registration books of the Trustee as the Owner thereof as of the Record Date immediately preceding such Certificate Payment Date or prepayment date, as the case may be, such interest to be paid by check mailed, on the applicable Certificate Payment Date, by first class mail to such Owner on the Certificate Payment Date at his address as it appears on such registration books. Interest evidenced by the Certificates may, at the option of any Owner of Certificates in an aggregate principal amount of One Million Dollars (\$1,000,000) or more evidenced by the written request of such Owner to the Trustee, be paid to such Owner by wire transfer to the bank and account number within the United States on file with the Trustee as of the Record Date. Payments of defaulted interest shall be paid by check of the Trustee mailed by first class mail to the registered Owners as of a special record date to be fixed by the Trustee in its sole discretion, notice of which shall be given to the Owners not less than 15 days prior to such special record date. Subject to the provisions of the Letter of Representation, the principal payable upon maturity or prepayment with respect to the Certificates shall be payable upon surrender at the Principal Office. Said amounts shall be payable in lawful money of the United States of America. The Trustee is hereby authorized to pay or prepay the Certificates when duly presented for payment at maturity or on prepayment and to cancel all Certificates upon payment thereof.

Section II.11 Execution of Documents and Proof of Ownership. Any request, direction, consent, revocation of consent, or other instrument in writing required or permitted by this Trust Agreement to be signed or executed by Certificate Owners may be in any number of concurrent instruments of similar tenor, and may be signed or executed by such Owners in person or by their attorneys or agents appointed by an instrument in writing for that purpose, or by any bank, trust company or other depository for such Certificates. Proof of the execution of any such instrument, or of any instrument appointing any such attorney or agent, and of the ownership of Certificates shall be sufficient for any purpose of this Trust Agreement (except as otherwise herein provided), if made in the following manner:

(a) The fact and date of the execution by any Owner or his attorney or agent of any such instrument and of any instrument appointing any such attorney or agent, may be proved by a certificate, which need not be acknowledged or verified, of an officer of any bank or trust company located within the United States of America, or of any notary public, or other officer authorized to take acknowledgments of deeds to be recorded in such jurisdictions, that the persons signing such instruments acknowledged before him the execution thereof. Where any such instrument is executed

by an officer of a corporation or association or a member of a partnership on behalf of such corporation, association or partnership, such certificate shall also constitute sufficient proof of his authority.

(b) The fact of the ownership of Certificates by any person, the amount and numbers of such Certificates and the date of execution shall be proved by the registration books maintained pursuant to Section 2.12 hereof.

Nothing contained in this Article II shall be construed as limiting the Trustee to such proof, it being intended that the Trustee may accept any other evidence of the matters herein stated which the Trustee may deem sufficient. Any request or consent of the Owner of any Certificate shall bind every future Owner of the same Certificate in respect of anything done or to be done by the Trustee in pursuance of such request or consent.

Section II.12 Certificate Register. The Trustee will keep or cause to be kept at its Principal Office sufficient books for the registration and transfer of the Certificates which shall, during normal working hours and upon reasonable notice, be open to inspection by the District and the Corporation; and, upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, Certificates as hereinbefore provided. The District, the Corporation and the Trustee shall be entitled to treat the registered owner of a Certificate as the absolute owner thereof for all purposes, whether or not a Certificate shall be overdue, and the District, the Corporation and the Trustee shall not be affected by any notice to the contrary.

Section II.13 Book-Entry System.

(a) Election of Book-Entry System. Prior to the execution and delivery of the Certificates, the District may provide that such Certificates shall be initially executed and delivered as book-entry Certificates. If the District shall elect to deliver any Certificates in book-entry, then the District shall cause the delivery of a separate single fully registered Certificate (which may be typewritten) for each maturity date of such Certificates in an authorized denomination corresponding to that total principal amount of the Certificates designated to mature on such date. Upon initial execution and delivery, the ownership of each such Certificate shall be registered in the Certificate register in the name of the Nominee, as nominee of the Depository and ownership of the Certificates, or any portion thereof may not thereafter be transferred except as provided in Section 2.13(e).

With respect to book-entry Certificates, the District and the Trustee shall have no responsibility or obligation to any Participant or to any person on behalf of which such a Participant holds an interest in such book-entry Certificates. Without limiting the immediately preceding sentence, the District and the Trustee shall have no responsibility or obligation with respect to (i) the accuracy of the records of the Depository, the Nominee, or any Participant with respect to any ownership interest in book-entry Certificates, (ii) the delivery to any Participant or any other person, other than an Owner as shown in the Certificate register, of any notice with respect to book-entry Certificates, including any notice of prepayment, (iii) the selection by the Depository and its Participants of the beneficial interests in book-entry Certificates to be prepaid in the event the District prepays the Certificates in part, or (iv) the payment by the Depository or any Participant or any other person, of any amount with respect to principal, premium, if any, or interest evidenced and represented by book-entry Certificates. The District and the Trustee may treat and consider the person in whose name each book-entry Certificate is registered in the Certificate register as the

absolute Owner of such book-entry Certificate for the purpose of payment of principal, premium and interest evidenced by such Certificate, for the purpose of giving notices of prepayment and other matters with respect to such Certificate, for the purpose of registering transfers with respect to such Certificate, and for all other purposes whatsoever. The Trustee shall pay all principal, premium, if any, and interest evidenced by the Certificates only to or upon the order of the respective Owner, as shown in the Certificate 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, premium, if any, and interest evidenced by the Certificates to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Certificate register, shall receive a Certificate evidencing the obligation to make payments of principal, premium, if any, and interest evidenced by the Certificates. Upon delivery by the Depository to the Owner and the Trustee, 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 Trust Agreement shall refer to such nominee of the Depository.

(b) Delivery of Letter of Representations. In order to qualify the book-entry Certificates for the Depository's book-entry system, the District shall execute and deliver to the Depository a Letter of Representations. The execution and delivery of a Letter of Representations shall not in any way impose upon the District any obligation whatsoever with respect to persons having interests in such book-entry Certificates other than the Owners, as shown on the Certificate register. In addition to the execution and delivery of a Letter of Representations, the District shall take such other actions, not inconsistent with this Trust Agreement, as are reasonably necessary to qualify book-entry Certificates for the Depository's book-entry program.

(c) Selection of Depository. In the event (i) the Depository determines not to continue to act as securities depository for book-entry Certificates, or (ii) the District determines that continuation of the book-entry system is not in the best interest of the beneficial owners of the Certificates or the District, then the District will discontinue the book-entry system with the Depository. If the District determines to replace the Depository with another qualified securities depository, the District shall prepare or direct the preparation of a new single, separate, fully registered Certificate for each of the maturity dates of such book-entry Certificates, registered in the name of such successor or substitute qualified securities depository or its Nominee as provided in subsection (e) hereof. If the District fails to identify another qualified securities depository to replace the Depository, then the Certificates shall no longer be restricted to being registered in such Certificate register in the name of the Nominee, but shall be registered in whatever name or names the Owners transferring or exchanging such Certificates shall designate, in accordance with the provisions of Section 2.08 hereof.

(d) Payments to Depository. Notwithstanding any other provision of this Trust Agreement to the contrary, so long as all Outstanding Certificates are held in book-entry and registered in the name of the Nominee, all payments with respect to principal, prepayment premium, if any, and interest evidenced and represented by such Certificate and all notices with respect to such Certificate shall be made and given, respectively to the Nominees, as provided in the Letter of Representations or as otherwise instructed by the Depository and agreed to by the Trustee notwithstanding any inconsistent provisions herein.

(e) Transfer of Certificates to Substitute Depository.

(i) The Certificates shall be initially executed and delivered as provided in Section 2.01 hereof. If such Certificates are initially registered in the name of the Nominee, then registered ownership of such Certificates, or any portions thereof, may not thereafter be transferred except:

(A) to any successor of DTC or its nominee, or of any substitute depository designated pursuant to clause (B) of subsection (i) of this Section 2.13(e) (“Substitute Depository”); provided that any successor of DTC or Substitute Depository shall be qualified under any applicable laws to provide the service proposed to be provided by it;

(B) to any Substitute Depository, upon (1) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (2) a determination by the District that DTC (or its successor) is no longer able to carry out its functions as depository; provided that any such Substitute Depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(C) to any person as provided below, upon (1) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (2) a determination by the District that DTC or its successor (or Substitute Depository or its successor) is no longer able to carry out its functions as depository.

(ii) In the case of any transfer pursuant to clause (A) or clause (B) of subsection (i) of this Section 2.13(e), upon receipt of all Outstanding Certificates by the Trustee, together with a written request of the District to the Trustee designating the Substitute Depository, a single new Certificate, which the District shall prepare or cause to be prepared, shall be executed and delivered for each maturity of Certificates then Outstanding, registered in the name of such successor or such Substitute Depository or their Nominees, as the case may be, all as specified in such written request of the District. In the case of any transfer pursuant to clause (C) of subsection (i) of this Section 2.13(e), upon receipt of all Outstanding Certificates by the Trustee, together with a written request of the District to the Trustee, new Certificates, which the District shall prepare or cause to be prepared, shall be executed and delivered in such denominations and registered in the names of such persons as are requested in such written request of the District, subject to the limitations of Section 2.01 hereof, provided that the Trustee shall not be required to deliver such new Certificates within a period of less than sixty (60) days from the date of receipt of such written request from the District.

(iii) In the case of a partial prepayment or an advance refunding of any Certificates evidencing a portion of the principal maturing in a particular year, DTC or its successor (or any Substitute Depository or its successor) shall make an appropriate notation on such Certificates indicating the date and amounts of such reduction in principal, in form acceptable to the Trustee, all in accordance with the Letter of Representations. The Trustee shall not be liable for such Depository’s failure to make such notations or errors in making such notations.

(iv) The District and the Trustee shall be entitled to treat the person in whose name any Certificate is registered as the Owner thereof for all purposes of this Trust Agreement and any applicable laws, notwithstanding any notice to the contrary received by the Trustee or the District; and the District and the Trustee shall not have responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any beneficial owners of the Certificates. Neither the District nor the Trustee shall have any responsibility or obligation, legal or

otherwise, to any such beneficial owners or to any other party, including DTC or its successor (or Substitute Depository or its successor), except to the Owner of any Certificates, and the Trustee may rely conclusively on its records as to the identity of the Owners of the Certificates.

Section II.14 Destruction of Cancelled Certificates. Whenever in this Trust Agreement provision is made for the surrender or cancellation by the Trustee and the delivery to the District of any Certificates, the Trustee will cancel and destroy such Certificates and deliver a certificate of such destruction to the District upon its request.

Section II.15 Additional Certificates. Subsequent to the execution and delivery by the Trustee of the Certificates, the Trustee shall, with the written consent of the Insurer, upon written request or requests of the District Representative and of the Corporation Representative, execute and deliver from time to time one or more series of Additional Certificates in such aggregate principal amount as may be set forth in such written request or requests, provided that there shall have been compliance with all of the following conditions, which are hereby made conditions precedent to the preparation, execution and delivery of such Additional Certificates:

(a) The parties to this Trust Agreement shall have executed a supplemental agreement setting forth the terms and provisions of such Additional Certificates, including the establishment of such funds and accounts, separate and apart from the funds and accounts established hereunder for the Certificates executed and delivered on the Closing Date, as shall be necessary or appropriate, which supplemental agreement shall require that prior to the delivery of such Additional Certificates there shall be on deposit in the Reserve Fund established hereunder or in a reserve fund established under such supplemental agreement an amount equal to the Reserve Requirement upon the execution and delivery of the Additional Certificates;

(b) The principal and interest payable with respect to such Additional Certificates and any premium payable upon prepayment of such Additional Certificates shall be payable only on Certificate Payment Dates applicable to the Certificates;

(c) The Lease shall have been amended by the parties thereto if necessary to (i) increase or adjust the Lease Payments due and payable on each Lease Payment Deposit Date to an amount sufficient to pay the principal, premium (if any) and interest payable with respect to all Outstanding Certificates, including all Additional Certificates as and when the same mature or become due and payable (except to the extent such principal, premium and interest may be payable out of moneys then in the Reserve Fund or otherwise on deposit with the Trustee in accordance with this Trust Agreement), (ii) if appropriate, amend the definition of "Property" to include as part of the Property all or any portion of additions, betterments, extensions, improvements or replacements, or such other real or personal property (whether or not located upon the Property as such Property is constituted as of the date of this Trust Agreement), to be financed, acquired or constructed by the preparation, execution and delivery of such Additional Certificates, and (iii) make such other revisions to the Lease as are necessitated by the execution and delivery of such Additional Certificates (provided, however, that such other revisions shall not prejudice the rights of the Owners of Outstanding Certificates as granted them under the terms of this Trust Agreement);

(d) The District and the Corporation shall have determined that the Lease Payments to be paid by the District (including those evidenced by the Additional Certificates) do not exceed the fair rental value of the Property pursuant to Section 4.6 of the Lease.

(e) There shall have been delivered to the Trustee a counterpart of the amendments required by subsection 2.15(c) hereof;

(f) The Trustee shall have received a certificate of the Corporation Representative that there exists on the part of the Corporation no Event of Default (or any event which, once all notice or grace periods have passed, would constitute an Event of Default);

(g) The Trustee shall have received a certificate of the District Representative that (i) there exists on the part of the District no Event of Default (or any event which, once all notice or grace periods have passed, would constitute an Event of Default) and (ii) the Lease Payments as increased or adjusted do not exceed in any year the fair rental value of the Property (as such term is defined in the amended Lease);

(h) The Trustee shall have received an opinion of Special Counsel substantially to the effect that (i) said supplemental agreement and said amendments to the Lease comply in all respects with the requirements of this Section 2.15 and Section 10.01 hereof, (ii) said supplemental agreement and said amendments to the Lease have been duly authorized, executed and delivered by each of the respective parties thereto (provided that said opinion of Special Counsel, in rendering the opinions set forth in this clause (ii), shall be entitled to rely upon one or more other opinions of counsel, including counsel to any of the respective parties to said supplemental agreement or said amendments to the Lease), (iii) assuming that no Event of Default has occurred and is continuing, this Trust Agreement, as amended by said supplemental agreement, and the Lease, as amended by the respective amendments thereto, constitute the legal, valid and binding obligations of the respective parties thereto, enforceable against said parties in accordance with their respective terms (except to the extent that enforcement thereof may be limited by bankruptcy, insolvency, moratorium, debt adjustment or other laws affecting creditors' rights generally, and except to the extent that enforcement thereof may be limited by general principles of equity, regardless of whether enforcement is sought in a legal or equitable proceeding) and (iv) the execution of such supplemental agreement and said amendments to the Lease, and performance by the parties thereunder, will not result in the inclusion of the Interest Component of any Lease Payments evidenced by any Certificates, including Additional Certificates, theretofore prepared, executed and delivered, in the gross income of the Owners of the Certificates for purposes of federal income taxation;

(i) The District shall have provided each rating agency then rating the Certificates written notice of the proposed execution and delivery of such Additional Certificates at the addresses indicated in Section 14.05 and shall receive a rating confirmation that the current rating or ratings of the Outstanding Certificates will not be reduced, withdrawn or suspended as a result of the execution and delivery of such Additional Certificates from each rating agency then rating the Certificates.

(j) There shall have been delivered to the Trustee an endorsement to or reissuance of the title insurance policy delivered under Section 5.5 of the Lease providing that the insured amount is at least equal to the aggregate principal amount of all of the Certificates and Additional Certificates outstanding upon the execution and delivery of such Additional Certificates;

(k) Upon the execution and delivery of such Additional Certificates, there shall have been delivered to the Trustee cash or a Reserve Facility sufficient to increase the amount on deposit in the Reserve Fund, or a reserve fund established under the supplemental agreement, to the

Reserve Requirement (calculated with respect to all Outstanding Certificates and Additional Certificates);

(l) Such other conditions shall have been satisfied, and such other instruments shall have been duly executed and delivered to the Trustee (with a copy to each rating agency then rating the Certificates), as the District or the Corporation shall have reasonably requested.

Upon delivery to the Trustee of the foregoing instruments, the Trustee shall cause to be executed and delivered Additional Certificates representing the aggregate principal amount specified in such supplemental agreement, and such Additional Certificates shall be equally and ratably secured with all Certificates, including any Additional Certificates, theretofore prepared, executed and delivered, all without preference, priority or distinction (other than with respect to maturity, payment, prepayment or sinking fund payment (if any)) of any one Certificate, including Additional Certificates, over any other; provided, however, that no provision of this Trust Agreement shall require the District to consent to or otherwise permit the preparation, execution and delivery of Additional Certificates, it being understood and agreed that any such consent or other action of the District to permit the preparation, execution and delivery of Additional Certificates, or lack thereof, shall be in the sole discretion of the District.

ARTICLE III

DELIVERY COST FUND

Section III.1 Establishment of the Delivery Cost Fund. There is hereby established a separate fund to be known as the "Delivery Cost Fund," which shall be held by the Trustee in trust. The moneys in the Delivery Cost Fund shall be used and withdrawn by the Trustee from time to time to pay the Delivery Costs upon submission of a Delivery Cost Requisition stating (a) the person to whom payment is to be made, (b) the amount to be paid, (c) the purpose for which the obligation was incurred, (d) that such payment is a proper charge against the Delivery Cost Fund, and (e) that such amounts have not been the subject of a prior Delivery Cost Requisition. On the earlier of (i) May 1, 2016, or (ii) the date of receipt by the Trustee of a Delivery Cost Requisition therefor, all amounts (if any) remaining in the Delivery Cost Fund shall be withdrawn therefrom by the Trustee and transferred to the Lease Payment Fund. Thereafter, the Delivery Cost Fund shall be closed. Each such Delivery Cost Requisition shall be sufficient evidence to the Trustee of the facts stated therein and the Trustee shall have no duty to confirm the accuracy of such facts.

ARTICLE IV

PREPAYMENT OF CERTIFICATES

Section IV.1 Establishment of Prepayment Fund. The Trustee shall establish a special fund designated as the "Anaheim Union High School District Prepayment Fund," referred to herein as the "Prepayment Fund"; shall keep such fund separate and apart from all other funds and moneys held by it; and shall administer such fund as herein provided. Moneys to be used for prepayment of the Certificates shall be deposited into the Prepayment Fund and used solely for the purpose of prepaying the Certificates in advance of their maturity on the date designated for prepayment and upon presentation and surrender of such Certificates to the Trustee.

Section IV.2 Extraordinary Prepayment. The Certificates are subject to prepayment prior to their respective maturity dates on any date, in whole or in part, from Net Proceeds which the Trustee shall transfer to the Prepayment Fund as provided in Section 6.1(c) of the Lease at least 45 days prior to the date set for prepayment and credited towards the prepayment made by the District pursuant to Section 10.2 of the Lease, at a prepayment price equal to the Principal Component of the Lease Payments to be prepaid, together with accrued interest to the date fixed for prepayment, without premium.

Section IV.3 Optional and Mandatory Prepayment.

(a) Optional Prepayment of Certificates. The Certificates maturing on or after September 1, 2027, are subject to optional prepayment prior to their stated maturities on any date on or after September 1, 2026, in whole or in part, at the option of the District, from any lawfully available source in the event the District exercises its option under the Lease to prepay the Principal Component of the Lease Payments (in integral multiples of \$5,000), at the prepayment price of the Principal Component of the Lease Payments to be prepaid, plus accrued interest to the date fixed for prepayment, without premium.

In the event the District gives notice to the Trustee of its intention to exercise such option, but fails to deposit with the Trustee on or prior to the prepayment date an amount equal to the prepayment price, the District will continue to pay the Lease Payments as if no such notice had been given. The Trustee will notify all Certificate Owners that were notified pursuant to Section 4.05 of the District's election to optionally prepay the Certificates that such prepayment will not occur and that the District will continue to pay the Lease Payments as if no notice of optional prepayment had been given.

(b) Mandatory Prepayment of Certificates. The Certificates maturing on September 1, _____ are subject to mandatory prepayment in part, by lot, on September 1, _____, and each September 1 thereafter, at a prepayment price equal to the principal amount thereof, together with accrued interest to the date fixed for prepayment, without premium. The principal amount represented by such Certificates to be so prepaid and the date therefor and the principal amount represented by such Certificates to be paid on the final principal payment date is as indicated in the following table:

Term Certificates Due on September 1, _____

<i>Year</i>	<i>Principal Amount</i>
<i>(September 1)</i>	

(Maturity)

If prior to one of the mandatory prepayment dates specified above the District purchases any Certificates maturing on September 1, _____, then at least 45 days prior to the prepayment date, the District shall notify the Trustee as to the principal amount purchased, and the amount of Certificates so purchased shall be credited at the time of purchase, to the extent of the full principal amount

thereof to reduce the upcoming scheduled payment for the Certificates so purchased. All such Certificates purchased pursuant to the Trust Agreement shall be cancelled pursuant thereto

Section IV.4 Selection of Certificates for Prepayment. Whenever provision is made in this Trust Agreement for the optional prepayment of Certificates and less than all Outstanding Certificates are called for optional prepayment, the Trustee shall select Certificates for optional prepayment, from among maturities selected by the District and by lot within any maturity. For extraordinary prepayment of the Certificates, pursuant to Section 4.02 hereof, the Trustee shall select Certificates for prepayment pro rata among maturities of all Certificates Outstanding and by lot within any maturity.

The Trustee shall promptly notify the District and the Corporation in writing of the Certificates so selected for prepayment by mailing to the District and the Corporation copies of the notice of prepayment provided for in Section 4.05.

Section IV.5 Notice of Prepayment.

(a) Content. When prepayment is authorized or required pursuant to this Article IV, the Trustee shall give notice of the prepayment of the Certificates. Such notice shall specify: (a) the prepayment date, (b) the prepayment price, (c) if less than all of the Outstanding Certificates are to be prepaid, the Certificate numbers (and in the case of partial prepayment, the respective principal amounts), (d) the CUSIP numbers of the Certificates to be prepaid, (e) the place or places where the prepayment will be made, (f) the original date of execution and delivery of the Certificates, (g) the rate of interest payable with respect to each Certificate being prepaid, and (h) any other descriptive information regarding the Certificates needed to identify accurately the Certificates being prepaid. Such notice shall further state that on the specified date there shall become due and payable upon each Certificate to be prepaid, the portion of the principal amount of such Certificate to be prepaid, together with interest accrued to said date, and that from and after such date, provided that moneys therefor have been deposited with the Trustee, interest with respect thereto shall cease to accrue and be payable. Such prepayment notices may state that no representation is made as to the accuracy or correctness of the CUSIP numbers printed therein or on the Certificates.

Any notice of prepayment for an optional prepayment of the Certificates pursuant to Section 4.03(a) may be conditional, and, if any condition stated in the notice of prepayment shall not have been satisfied on or prior to the prepayment date: (i) the notice of prepayment shall be of no force and effect, (ii) the Trustee shall not be required to prepay such Certificates, (iii) the prepayment shall not be made, and (iv) the Trustee shall within a reasonable time thereafter give notice to the persons in the manner in which the conditional notice of prepayment was given that such condition or conditions were not met and that the prepayment was canceled.

(b) Recipients; Timing. Notice of such prepayment shall be sent by first class mail or delivery service postage prepaid, or by telecopy, facsimile or electronically, to the Depository on the date of mailing of notice to the Owners by first class mail and by first class mail, postage prepaid, to the Corporation and the respective Owners of any Certificates designated for prepayment at their addresses appearing on the Certificate registration books, at least thirty (30) days, but not more than sixty (60) days, prior to the prepayment date; provided that neither failure to receive such notice nor any defect in any notice so mailed shall affect the sufficiency of the proceedings for the prepayment of such Certificates. Notwithstanding the foregoing, so long as the Certificates are held

in book-entry form by the Depository, notice of prepayment shall be given to the Depository in the manner agreed to by the Depository and the Trustee.

In addition, notice of such prepayment shall also be sent to the Municipal Securities Rulemaking Board through its Electronic Municipal Market Access system simultaneously with the mailing of notices required by the first paragraph above; provided, that neither failure to provide such notice nor any defect in any notice shall affect the sufficiency of the proceedings for the prepayment of such Certificates.

Section IV.6 Partial Prepayment of Certificates. Upon surrender by the Owner of a Certificate for partial prepayment at the Principal Office, payment of such partial prepayment of the principal amount of a Certificate will be paid to such Owner. Upon surrender of any Certificate prepaid in part only, the Trustee shall execute and deliver to the registered Owner thereof, at the expense of the District, a new Certificate or Certificates which shall be of authorized denominations equal in aggregate principal amount to the unprepaid portion of the Certificate surrendered and of the same interest rate and the same maturity. Such partial prepayment shall be valid upon payment of the amount thereby required to be paid to such Owner, and the District, the Corporation and the Trustee shall be released and discharged from all liability to the extent of such payment.

Section IV.7 Effect of Notice of Prepayment. Notice having been given to the Owners of the Certificates as aforesaid, and the moneys for the prepayment (including the interest to the applicable date of prepayment), having been set aside in the Prepayment Fund, the Certificates shall become due and payable on said date of prepayment, and, upon presentation and surrender thereof at the Principal Office, said Certificates shall be paid at the prepayment price with respect thereto, plus interest accrued and unpaid to said date of prepayment.

If, on said date of prepayment, moneys for the prepayment of all the Certificates to be prepaid, together with interest to said date of prepayment, shall be held by the Trustee so as to be available therefor on such date of prepayment, and, if notice of prepayment thereof shall have been given as aforesaid, then, from and after said date of prepayment, interest evidenced by the Certificates to be prepaid shall cease to accrue and become payable. All moneys held by or on behalf of the Trustee for the prepayment of Certificates shall be held in trust for the account of the Owners of the Certificates so to be prepaid, without liability for interest thereon.

All Certificates paid at maturity or prepaid prior to maturity pursuant to the provisions of this Article shall be cancelled upon surrender thereof and destroyed.

Section IV.8 Surplus. Any funds remaining in the Prepayment Fund after prepayment and payment of all Certificates Outstanding, including payment of any applicable fees and expenses to the Trustee pursuant to Sections 9.06 and 9.07 hereof and any other Additional Payments payable under the Lease or provision made therefor satisfactory to the Trustee, and provision for any amounts required to be transferred to the Rebate Fund pursuant to Sections 8.07 and 8.08 hereof, shall be withdrawn by the Trustee and remitted to the District.

ARTICLE V

LEASE PAYMENTS; LEASE PAYMENT FUND

Section V.1 Security Provisions.

(a) Assignment of Rights in Lease. The Corporation has, pursuant to the Assignment Agreement, assigned and set over to the Trustee certain of its rights in the Lease, including but not limited to all of the Corporation's rights to receive and collect all of the Lease Payments, Prepayments, Reserve Replenishment Rent and all other amounts required to be deposited in the Lease Payment Fund pursuant to the Lease or pursuant hereto. All Lease Payments, Prepayments, Reserve Replenishment Rent and such other amounts to which the Corporation may at any time be entitled (other than amounts due to the Corporation under Section 4.11 of the Lease) shall be paid directly to the Trustee, and all of such Lease Payments, Prepayments, Reserve Replenishment Rent collected or received by the Corporation shall be deemed to be held and to have been collected or received by the Corporation as the agent of the Trustee and if received by the Corporation at any time shall be deposited by the Corporation with the Trustee within one Business Day after the receipt thereof, and all such Lease Payments shall be forthwith deposited by the Trustee upon the receipt thereof in the Lease Payment Fund, all such Prepayments shall be forthwith deposited by the Trustee upon the receipt thereof in the Prepayment Fund, and all such Reserve Replenishment Rent shall be forthwith deposited by the Trustee upon the receipt thereof in the Reserve Fund.

(b) Security Interest in Moneys and Funds. The Corporation and the District, as their interests may appear, hereby grant to the Trustee for the benefit of the Owners a lien on and a security interest in all moneys in the funds held by the Trustee under this Trust Agreement (excepting only the Rebate Fund and any moneys to be deposited into the Rebate Fund), including without limitation, the Lease Payment Fund, the Reserve Fund (including the Reserve Policy), the Prepayment Fund and the Net Proceeds Fund, and all such moneys shall be held by the Trustee in trust and applied to the respective purposes specified herein and in the Lease.

(c) Pledge of Lease Payments and Proceeds. The Lease Payments and any proceeds from the re-letting or any other disposition of the Property pursuant to Article IX of the Lease (the "Lease Proceeds") are hereby irrevocably pledged to and shall be used for the punctual payment of the interest and principal represented by the Certificates and, except as permitted under Section 2.15 hereof with respect to Additional Certificates, the Lease Payments and Lease Proceeds shall not be used for any other purpose while any of the Certificates remain Outstanding. This pledge shall constitute a first lien on the Lease Payments and Lease Proceeds in accordance with the terms hereof, subject to Section 9.06 hereof.

Section V.2 Establishment of Lease Payment Fund. The Trustee shall establish a special fund designated as the "Anaheim Union High School District Lease Payment Fund" and shall establish an Interest Account therein. All moneys at any time deposited by the Trustee in the Lease Payment Fund shall be held by the Trustee in trust for the benefit of the Owners of the Certificates. So long as any Certificates are Outstanding, neither the District nor the Corporation shall have any beneficial right or interest in the Lease Payment Fund or the moneys deposited therein, except only as provided in this Trust Agreement, and such moneys shall be used and applied by the Trustee as hereinafter set forth.

Section V.3 Application of Moneys. Except as provided in this Section 5.03 and in Section 5.04, all amounts in the Lease Payment Fund shall be used and withdrawn by the Trustee solely for the purpose of paying the principal and interest evidenced by the Certificates as the same shall become due and payable, in accordance with the provisions of Article II and Article IV hereof, subject to the requirement that certain investment earnings may be transferred to the Rebate Fund, as provided in Section 8.08 hereof. If the District fails to deposit with the Trustee a Lease Payment on

the applicable Lease Payment Deposit Date, the Trustee will, within two Business Days after such Lease Payment Deposit Date, notify the Insurer of such failure. The Insurance Policy will be held by the Trustee and will be deemed to be held in the Lease Payment Fund.

On each Certificate Payment Date, the Trustee first shall set aside in the Interest Account an amount sufficient to pay the interest evidenced by the Certificates becoming due and payable on such date, and mail such amount (or wire transfer as provided in this Trust Agreement) to the Owners; and second shall set aside an amount sufficient to pay the principal evidenced by the Certificates becoming due and payable on such Certificate Payment Date.

Section V.4 Surplus. Any funds remaining in the Lease Payment Fund after payment of all Certificates Outstanding, including payment of any applicable fees, expenses or other amounts owed to the Trustee pursuant to Sections 9.06 and 9.07 hereof and any other Additional Payments due under the Lease, or provision made therefor satisfactory to the Trustee, and provision for any amounts required to be transferred to the Rebate Fund pursuant to Section 8.08 hereof, shall be withdrawn by the Trustee and remitted to the District.

ARTICLE VI

RESERVE FUND

Section VI.1 Establishment of Reserve Fund. The Trustee shall establish a special fund designated as the "Anaheim Union High School District Reserve Fund," referred to herein as the "Reserve Fund." All moneys at any time on deposit in the Reserve Fund (including the Reserve Policy and any Reserve Facility hereafter provided to satisfy the Reserve Requirement in whole or in part) shall be held in trust for the benefit of the Owners of the Certificates, as a reserve for the payment when due of all the Lease Payments to be paid pursuant to the Lease and of all payments on the Certificates and applied solely as provided herein.

Section VI.2 Funding.

(a) Reserve Requirement. On the Closing Date, there shall be deposited in the Reserve Fund the Reserve Policy. The Reserve Requirement may thereafter be satisfied by the District crediting to the Reserve Fund cash or with notice to S&P, a Reserve Facility or Facilities or any combination thereof, which in the aggregate make funds available in the Reserve Fund in an amount equal to the Reserve Requirement; however, the long-term unsecured debt or claim-paying ability, as the case may be, of the provider of any such Reserve Facility other than the Reserve Policy, must be rated in one of the two highest rating categories by Moody's or S&P, but only at the time of purchase of the Reserve Facility.

The term of any Reserve Facility shall either be equal to the term of the Lease or a rollover of the Reserve Facility or other equivalent replacement shall be required such that the aggregate term of all Reserve Facilities shall equal the term of the Lease.

(b) Reserve Facility. Any amounts paid pursuant to the Reserve Policy and any other Reserve Facility shall be deposited in the Reserve Fund, as appropriate. The District may substitute moneys for all or part of the amount available to be drawn under the Reserve Policy and any other Reserve Facility so long as, at the time of such substitution, the amount on deposit in the Reserve Fund, together with the amount available the Reserve Facilities credited thereto (taking into

account any reduction in the amount available under such Reserve Facility to be made in connection with said substitution) shall be at least equal to the Reserve Requirement. The District shall not substitute any Reserve Facility in lieu of all or any portion of the Reserve Policy or moneys on deposit in the Reserve Fund without the prior written consent of the Insurer (so long as the Insurer is not in default in its payment obligations under the Insurance Policy or the Reserve Policy).

Amounts on deposit in the Reserve Fund which were not derived from payments under the Reserve Policy or another Reserve Facility credited thereto to satisfy a portion of the Reserve Requirement shall be used and withdrawn by the Trustee prior to using and withdrawing any amounts derived from payments under the Reserve Policy or other Reserve Facility. In order to accomplish such use and withdrawal of such amounts not derived from payments under the Reserve Policy or another Reserve Facility, the Trustee shall, as and to the extent necessary, liquidate any investments purchased with such amounts.

Section VI.3 Transfers of Excess. The Trustee shall, on or before February 15 and August 15 of each year, provide written notice to the District of any moneys which are estimated to be on hand in the Reserve Fund (including investment earnings) in excess of the Reserve Requirement on the next succeeding March 1 or September 1, as the case may be, and one Business Day immediately preceding any Lease Payment Deposit Date, the Trustee shall transfer such excess moneys to the Lease Payment Fund to be applied to the Lease Payment then due from the District. In the event of the partial Prepayment of Lease Payments the District may instruct the Trustee to reduce the amounts on deposit in the Reserve Fund to the Reserve Requirement as of such date and may direct the Trustee to transfer excess amounts from the Reserve Fund for any lawful purpose.

The transfers described above are in each case subject to the requirement that if the Certificate proceeds shall have become subject to the arbitrage rebate provisions of Section 148(f) of the Code as described in Section 8.08 hereof then certain investment earnings are to be transferred to the Rebate Fund at the direction of the District as provided in Section 8.08 hereof.

Section VI.4 Application of Reserve Fund in Event of Deficiency in Lease Payment Fund.

(a) At least five (5) Business Days immediately preceding any Certificate Payment Date, the Trustee shall ascertain the necessity for a claim under the Reserve Policy or other Reserve Facility in accordance with the terms hereof, and shall provide notice to the Reserve Insurer and the provider of any other Reserve Facility at least five (5) Business Days prior to each date upon which interest or principal is due on the Certificates.

(b) Whether or not Lease Payments are then in abatement, if five (5) Business Days immediately preceding any Certificate Payment Date, the moneys available in the Lease Payment Fund do not equal the amount of the principal and interest with respect to the Certificates then coming due and payable, the Trustee first shall apply the moneys available in the Reserve Fund to make delinquent Lease Payments on behalf of the District by transferring the amount necessary for such purpose to the Lease Payment Fund. All cash and investments in the Reserve Fund shall be transferred to the Lease Payment Fund before any drawing shall be made on the Reserve Policy or any other Reserve Facility. The Trustee shall take whatever action is necessary to liquidate or draw upon investments of funds held in the Reserve Fund or draw upon the Reserve Policy or other Reserve Facility to make such funds available for application as provided hereunder on the Certificate Payment Date.

(c) Draws on all Reserve Facilities (including the Reserve Policy) on which there is available coverage shall be made on a pro-rata basis (calculated by reference to the coverage then available thereunder) after applying all available cash and investments in the Reserve Fund. "Available coverage" means the coverage then available for disbursement pursuant to the terms of the applicable Reserve Facilities without regard to the legal or financial ability or willingness of the provider of such instrument to honor a claim or draw thereon or the failure of such provide to honor any such claim or draw.

(d) The Trustee shall repay the Reserve Insurer any draws under the Reserve Policy together with interest thereon at the Late Payment Rate (defined below) from Reserve Replenishment Rent paid by the District pursuant to Section 4.4(d) of the Lease. The Trustee shall also pay all related reasonable expenses incurred by the Reserve Insurer together with interest thereon at the Late Payment Rate from Additional Payments made by the District pursuant to Section 4.11 of the Lease. "Late Payment Rate" means, as calculated by the Reserve Insurer, the lesser of (a) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in the City of New York, as its prime or base lending rate ("Prime Rate") (any change in such Prime Rate to be effective on the date such change is announced by JPMorgan Chase Bank) plus 3%, and (ii) the then applicable highest rate of interest due with respect to the Certificates, and (b) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. In the event JPMorgan Chase Bank ceases to announce its Prime Rate publicly, the Prime Rate shall be the publicly announced prime or base lending rate of such national bank as the Reserve Insurer shall specify.

Repayment of draws under the Reserve Policy and payment of expenses and accrued interest thereon at the Late Payment Rate (collectively, "Policy Costs") shall commence in the first month following each draw, and each such monthly payment shall be in an amount at least equal to 1/12 of the aggregate of Policy Costs related to such draw. Payment of any Policy Costs and reimbursements of amounts with respect to other Reserve Facilities shall be made on a pro-rata basis prior to replenishment of any cash drawn from the Reserve Fund.

Amounts in respect of Policy Costs paid to the Reserve Insurer shall be credited first to interest due, then to the expenses due and then to principal due. As and to the extent that payments are made to the Reserve Insurer on account of principal drawn on the Reserve Policy, the coverage under the Reserve Policy will be increased by a like amount, subject to the terms of the Reserve Policy.

If the District shall fail to pay any Policy Costs in accordance with the requirements hereof, the Reserve Insurer shall be entitled to exercise any and all legal and equitable remedies available to it, including those provided hereunder, other than remedies which would adversely affect owners of the Certificates. This Agreement and the Lease shall not be discharged or terminated until all Policy Costs owing the Reserve Insurer shall have been paid in full. The District's obligation to pay such amounts shall expressly survive payment in full of the Certificates.

Section VI.5 Trustee to Make All Lease Payments. If on any Certificate Payment Date the moneys on deposit in the Reserve Fund and the Lease Payment Fund (excluding amounts required for payment of principal or interest evidenced by the Certificates not presented for payment) are sufficient to pay all Outstanding Certificates, including all principal, interest and prepayment premiums (if any), the Trustee shall, upon the written direction of the District Representative,

transfer all amounts in the Reserve Fund to the Lease Payment Fund to be applied to the payment of the Lease Payments or Prepayments on behalf of the District and such moneys shall be distributed to the Owners of Certificates in accordance with Article II of this Trust Agreement. Any amounts remaining in the Reserve Fund upon payment in full of all Outstanding Certificates and the Trustee's fees and expenses pursuant to Sections 9.06 and 9.07 hereof and any other Additional Payments due under the Lease, or upon provision for such payments as provided in Section 14.01 hereof and provisions for any amounts required to be transferred to the Rebate Fund pursuant to Section 8.08 hereof, shall at the written direction of the District be withdrawn by the Trustee and paid to the District.

ARTICLE VII

NET PROCEEDS FUND

Section VII.1 Establishment of Net Proceeds Fund; Deposits. The Trustee shall establish when required a special fund designated as the "Anaheim Union High School District Net Proceeds Fund," referred to herein as the "Net Proceeds Fund," to be maintained and held in trust for the benefit of the Owners, subject to disbursement therefrom as provided herein. The Trustee shall deposit Net Proceeds in the Net Proceeds Fund as provided in Section 6.1(a) of the Lease.

Section VII.2 Disbursements.

(a) Casualty Insurance. The Trustee shall disburse Net Proceeds for replacement or repair of the Property as provided in Section 6.1(b) of the Lease, or transfer such proceeds to the Prepayment Fund upon notification of the District Representative as provided in Section 6.1(b) or 6.1(c) of the Lease. Pending such application, such Net Proceeds may be invested by the Trustee as directed by the District in Permitted Investments that mature not later than such times moneys are expected to be needed to pay such costs of repair or replacement. Any amounts remaining in the Net Proceeds Fund following the repair or replacement of the Property shall, with the prior written consent of the Insurer, be disbursed to the District. After all of the Certificates have been paid and the entire amount of principal and interest evidenced by the Certificates has been paid in full, or provision made for payment satisfactory to the Trustee, including provision for all amounts required to be transferred to the Rebate Fund pursuant to Section 8.08 hereof, the Trustee shall pay any remaining moneys in the Net Proceeds Fund to the District after payment of any amounts due to the Trustee pursuant to Sections 9.06 and 9.07 hereof and any other Additional Payments due under the Lease.

(b) Title Insurance. Proceeds of any policy of title insurance received by the Trustee with respect to the Property shall be applied and disbursed by the Trustee upon the Written Request of the District as follows:

(i) If the District determines that the title defect giving rise to such proceeds has not substantially interfered with its use and occupancy of the Property and will not result in an abatement of Lease Payments and Additional Payments payable by the District under the Lease (such determination to be certified by the District in writing), such proceeds shall be remitted to the District and used for any lawful purpose thereof; or

(ii) If the District determines that the title defect giving rise to such proceeds has substantially interfered with its use and occupancy of the Property and will result in an

abatement of Lease Payments and Additional Payments payable by the District under the Lease, then the Trustee shall, with the prior consent of the Insurer, immediately deposit such proceeds in the Prepayment Fund and such proceeds shall be applied to the prepayment of Certificates in the manner provided in Section 4.02 hereof.

Section VII.3 Cooperation. The Corporation and the Trustee shall cooperate fully with the District at the expense of the District in filing any proof of loss with respect to any insurance policy maintained pursuant to Article V of the Lease and in the prosecution or defense of any prospective or pending condemnation proceeding with respect to the Property or any item or portion thereof; provided, however, the Trustee shall not be obligated to take any action hereunder if it is not indemnified to its satisfaction from and against any liability or expense arising therefrom.

ARTICLE VIII

MONEYS IN FUNDS; INVESTMENT

Section VIII.1 Held in Trust. The moneys and investments held by the Trustee under this Trust Agreement are irrevocably held in trust for the benefit of the Owners and, in the case of the Rebate Fund, for payment as required to the United States Treasury, and for the purposes herein specified, and such moneys, and any income or interest earned thereon, shall be expended only as provided in this Trust Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of the Corporation, the Trustee or the District, or any of them.

Section VIII.2 Investments Authorized.

(a) By Trustee. Subject to the further provisions of this Article VIII, moneys held by the Trustee hereunder shall be invested and reinvested on maturity by the Trustee pursuant to Section 8.02(b). The Trustee will report any such investments to the District on a monthly basis in its regular statements. Such investments and reinvestments shall be made giving full consideration for the time at which funds are required to be available hereunder based upon information supplied by the District, as at, among other things, scheduled completion of the various components of the Project.

Investments purchased with funds on deposit in the Lease Payment Fund and Prepayment Fund shall mature not later than the Certificate Payment Date or prepayment date, as appropriate, immediately succeeding the investment. Notwithstanding anything to the contrary contained herein, investments purchased with funds on deposit in the Reserve Fund should have an average aggregate weighted term to maturity of not greater than five years unless invested in the Permitted Investments described in paragraph (b)(vi) of the definition thereof contained in Section 1.01 pursuant to which funds may be withdrawn, without penalty, to make payments.

(b) Upon Direction of District. The District Representative shall direct by telefacsimile or email such investment in specific Permitted Investments not less than two Business Days prior to the date that such Permitted Investment is to take effect, confirmed by written order filed with the Trustee. In the event that the District Representative does not so direct the Trustee, the Trustee shall invest in the Permitted Investments described in paragraph (b)(vi) of the definition thereof contained in Section 1.01; provided, however, that any such investment shall be made by the Trustee only if, prior to the date on which such investment is to be made, the Trustee shall have received a written order of the District specifying a specific money market fund and, if no such

written order of the District is so received, the Trustee shall hold such moneys uninvested. The Trustee may rely on the investment direction of the District as to the suitability and legality of the directed investments. In making investments, the Trustee may act as principal or agent.

(c) Registration. Such investments, if registrable, shall be registered in the name of the Trustee for the benefit of the Owners and held by the Trustee or its nominee.

(d) Trustee as Purchaser or Agent. The Trustee may purchase or sell to itself or any affiliate, as principal or agent, investments authorized by this Section. The Trustee may act as purchaser or agent in the making or disposing of any investment. The Trustee or any of its affiliates may act as a sponsor of, or as an advisor to any provider of, Permitted Investments hereunder. 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, at no additional cost, the District specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the District periodic cash transaction statements which include detail for all investment transactions made by the Trustee hereunder.

(e) Trustee Standard of Care. Except as otherwise provided in Section 9.05, the Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds or sale of such investment made by it in accordance with this Section or disposition made by it in accordance with Section 8.05(b).

Section VIII.3 Disposition of Investments. Any income, profit or loss on the investment of moneys held by the Trustee hereunder shall be credited to the respective fund for which it is held, except as otherwise provided herein.

Section VIII.4 Accounting. The Trustee shall furnish to the District, not less than monthly, an accounting (which may be in the form of its regular statements) of all investments made by the Trustee and all funds and amounts held by the Trustee; provided, that the Trustee shall not be obligated to deliver an accounting for any fund or account that (i) has a balance of zero and (ii) has not had any activity since the last reporting date. The Trustee shall keep accurate records of all funds administered by it and of all Certificates paid and discharged.

Section VIII.5 Valuation and Disposition of Investments.

(a) Valuation. Subject to the provisions of Section 8.08 hereof, for the purpose of determining the amount in any fund, all Permitted Investments (except investment agreements) credited to such fund shall be valued at the lower of the cost or the market price, exclusive of accrued interest. With respect to all funds and accounts, investments shall be valued by the Trustee (i) as frequently as deemed necessary by the Insurer but not less often than annually nor more often than monthly, and (ii) upon any draw upon the Reserve Fund. In making any such valuations, the Trustee may utilize, and conclusively rely upon such valuation services as may be available to the Trustee (including brokers and dealers in securities), including those within its regular accounting system.

(b) Disposition. Subject to the provisions of Section 8.08 hereof, the Trustee shall sell, or present for prepayment, any Permitted Investment so purchased by the Trustee whenever it shall be necessary in order to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund to which such Permitted Investment is credited.

Section VIII.6 Commingling of Moneys in Funds. The Trustee may, and upon the written request of the District Representative shall, commingle any of the funds held by it pursuant to this Trust Agreement into a separate fund or funds for investment purposes only; provided, however, that all funds or accounts held by the Trustee hereunder shall be accounted for separately notwithstanding such commingling by the Trustee. The District shall ensure that any such commingling complies with Section 1.148-4 of the Treasury Regulations, and shall provide direction to the Trustee accordingly.

Section VIII.7 Tax Covenants.

(a) General. The District and the Corporation hereby covenant with the holders of the Certificates that, notwithstanding any other provisions of this Trust Agreement, they shall not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the Interest Component evidenced by the Certificates under Section 103 of the Code. The District and the Corporation (to the extent that the Corporation may have control over the Project or the proceeds of the Certificates) shall not, directly or indirectly, use or permit the use of proceeds of the Certificates or the Project, or any portion thereof, by any person other than a governmental unit (as such term is used in Section 141 of the Code), in such manner or to such extent as would result in the loss of exclusion from gross income for federal income tax purposes of the Interest Component evidenced by the Certificates.

(b) Use of Proceeds. The District and the Corporation (to the extent that the Corporation may have control over the Project or the proceeds of the Certificates) shall not take any action, or fail to take any action, if any such action or failure to take action would cause the Lease Payment evidenced by the Certificates to be “private activity bonds” within the meaning of Section 141 of the Code, and in furtherance thereof, shall not make any use of the proceeds of the Certificates or the Project, or any portion thereof, or any other funds of the District, that would cause the Lease Payments evidenced by the Certificates to be “private activity bonds” within the meaning of Section 141 of the Code. To that end, so long as any Certificates evidencing Lease Payments are outstanding, the District and the Corporation, with respect to such proceeds and the Project, will comply with applicable requirements of the Code and all regulations of the United States Department of the Treasury issued thereunder and under Section 103 of the Code, to the extent such requirements are, at the time, applicable and in effect. The District shall establish reasonable procedures necessary to ensure continued compliance with Section 141 of the Code and the continued qualification of the Lease Payments evidenced by the Certificates as “governmental bonds.”

(c) Arbitrage. The District and the Corporation (to the extent that the Corporation may have control over the Project or the proceeds of the Certificates) shall not, directly or indirectly, use or permit the use of any proceeds of any Certificates, or of the Project, or other funds of the District, or take or omit to take any action, that would cause the Lease Payments evidenced by the Certificates to be “arbitrage bonds” within the meaning of Section 148 of the Code. To that end, the District and the Corporation shall comply with all requirements of Section 148 of the Code and all regulations of the United States Department of the Treasury issued thereunder to the extent such requirements are, at the time, in effect and applicable to the Lease Payments evidenced by the Certificates.

(d) Federal Guarantee. The District and the Corporation (to the extent that the Corporation may have control over the proceeds of the Certificates) shall not make any use of the proceeds of the Certificates or any other funds of the District, or take or omit to take any other action,

that would cause the Lease Payments evidenced by the Certificates to be “federally guaranteed” within the meaning of Section 149(b) of the Code.

(e) Compliance with Tax Certificate. In furtherance of the foregoing tax covenants of this Section, the District covenants that it will comply with the provisions of the Tax Certificate, which is incorporated herein as if fully set forth herein. These covenants shall survive payment in full or defeasance of the Certificates.

Section VIII.8 Rebate Fund.

(a) General. The Trustee shall establish a special fund designated the “Anaheim Union High School District Rebate Fund” (the “Rebate Fund”). Absent an opinion of Special Counsel that the exclusion from gross income for federal income tax purposes of the Interest Component evidenced by the Certificates will not be adversely affected, the District shall cause to be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to this Section and the Tax Certificate. All amounts at any time on deposit in the Rebate Fund shall be held by the Trustee in trust, to the extent required to satisfy the requirement to make rebate payments to the United States (the “Rebate Requirement”) pursuant to Section 148 of the Code and the Treasury Regulations promulgated thereunder (the “Treasury Regulations”). Such amounts shall be free and clear of any lien under this Trust Agreement and shall be governed by this Section and Section 8.07 of this Trust Agreement and by the Tax Certificate executed by the District. The Trustee shall be deemed conclusively to have complied with the Rebate Requirement and the Tax Certificate if it follows the directions of the District, and shall have no independent responsibility to, or liability resulting from its failure to, enforce compliance by the District with the Rebate Requirement.

(b) Deposits.

(i) Within 45 days of the end of the fifth Certificate Year and each fifth Certificate Year thereafter, (1) the District shall calculate or cause to be calculated with respect to the Certificates the amount that would be considered the “rebate amount” within the meaning of Section 1.148-3 of the Treasury Regulations, and (2) the District shall transfer to the Trustee for deposit in the Rebate Fund, 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 preceding sentence if the amount on deposit in the Rebate Fund prior to the deposit required to be made under this subsection (b) equals or exceeds the “rebate amount” calculated in accordance with the preceding sentence. Such excess may be withdrawn from the Rebate Fund to the extent permitted under subsection (g) of this Section.

(iii) The District shall not be required to calculate the “rebate amount,” and shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b), with respect to all or a portion of the proceeds of the Certificates (including amounts treated as proceeds of the Certificates) (1) to the extent such proceeds satisfy the expenditure requirements of Section 148(f)(4)(B) or Section 148(f)(4)(C) of the Code or Section 1.148-7(d) of the Treasury Regulations, whichever is applicable, and otherwise qualify for the exception to the Rebate Requirement pursuant to whichever of said sections is applicable, (2) to the extent such proceeds are subject to an election by the District under Section 148(f)(4)(C)(vii) of the Code to pay a 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.”

(c) Withdrawal Following Payment of Certificates. Any funds remaining in the Rebate Fund after prepayment of all the Certificates and any amounts described in paragraph (ii) of subsection (d) of this Section, or provision made therefor satisfactory to the Trustee, including accrued interest and payment of any applicable fees and expenses to the Trustee, shall be withdrawn by the Trustee and remitted to the District.

(d) Withdrawal for Payment of Rebate. Upon the District’s written direction, but 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 Trustee shall pay to the United States, from amounts on deposit in the Rebate Fund,

(i) not later than 60 days after the end of (1) the fifth Certificate Year, and (2) each fifth Certificate 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 Certificate Year in accordance with Section 1.148-3 of the Treasury Regulations; and

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

(e) 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, which shall be completed by the arbitrage rebate consultant for execution by the District and provided to the Trustee.

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

(g) Withdrawals of Excess Amounts. 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, upon written instructions from the District, the Trustee shall withdraw the excess from the Rebate Fund and credit such excess to the Lease Payment Fund.

(h) Record Keeping. The District shall retain records of all determinations made hereunder until six years after the complete retirement of the Certificates.

(i) Survival of Defeasance. Notwithstanding anything in this Trust Agreement to the contrary, the Rebate Requirement shall survive the payment in full or defeasance of the Certificates.

ARTICLE IX

THE TRUSTEE

Section IX.1 Appointment of Trustee.

(a) Appointment. U.S. Bank National Association, a national banking association organized under the laws of the United States of America, is hereby appointed Trustee by the Corporation and the District.

(b) Qualifications. The Corporation and the District agree that they will maintain a Trustee having an office in New York, New York, San Francisco, California, or Los Angeles, California capable of exercising trust powers in the State of California, with a combined capital (exclusive of borrowed capital) and a surplus of at least Seventy-Five Million Dollars (\$75,000,000), or be a member of a bank holding company system, which shall have a combined capital and surplus of at least Seventy-Five Million Dollars (\$75,000,000), and subject to supervision or examination by federal or state authority, so long as any Certificates are Outstanding. If such bank, corporation or trust company publishes a report of condition at least annually pursuant to law or to the requirements of any supervising or examining authority above referred to then for the purpose of this Section the combined capital and surplus of such bank, national banking association, corporation or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

(c) Removal. The Insurer and, so long as there is no Event of Default, the District (with the prior consent of the Insurer), may remove the Trustee initially appointed, and any successor thereto, and may appoint a successor or successors thereto.

(d) Resignation. The Trustee may, upon prior written notice to the District, the Insurer and the Corporation, resign; provided that such resignation shall not take effect until the successor Trustee is appointed as provided in this Section. Upon receiving such notice of resignation, the District shall promptly appoint a successor Trustee. In the event the District does not name a successor Trustee within thirty (30) days of receipt of notice of the Trustee's resignation, then the Trustee may petition a court of suitable jurisdiction to seek the immediate appointment of a successor Trustee.

(e) Successor. Any successor Trustee shall be a bank, association, corporation or trust company meeting the qualifications as set forth in Subsection (b) above and acceptable to the Insurer. Any resignation or removal of the Trustee and appointment of a successor Trustee shall become effective upon acceptance of appointment by the successor Trustee. Upon such acceptance, the successor Trustee shall mail notice thereof to the Owners at their respective addresses set forth on the Certificate registration books maintained pursuant to Section 2.12.

Section IX.2 Merger or Consolidation. Any company or banking association into which the Trustee 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 Trustee may sell or transfer all or substantially all of its corporate trust business, provided that such company shall be eligible under Section 9.01, shall be the successor to the Trustee without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

Section IX.3 Protection of the Trustee.

(a) Reliance Upon Papers or Documents. The Trustee shall be protected and shall incur no liability in acting or proceeding in good faith upon any resolution, notice, telegram, facsimile, request, consent, direction, waiver, certificate, statement, affidavit, voucher, bond, requisition or other paper or document which it shall in good faith believe to be genuine and to have been passed or signed by the proper board or person or to have been prepared and furnished pursuant to any of the provisions of this Trust Agreement, and the Trustee shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument, but may, in the absence of bad faith on its part, accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements.

(b) Reliance Upon Opinions of Counsel. The Trustee may consult with counsel, who may be counsel to the District, with regard to legal questions and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith in accordance therewith. Before being required to take any action, the Trustee may require an opinion of Independent Counsel acceptable to the Trustee which opinion shall be made available to the other parties hereto upon request, which counsel may be counsel to any of the parties hereto, or a verified certificate of any party hereto, or both, concerning the proposed action. If it does so in good faith, Trustee shall be absolutely protected in relying thereon.

(c) Reliance Upon Requested Certificates. Whenever in the administration of its duties under this Trust Agreement, the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed), in the absence of bad faith on its part, shall be deemed to be conclusively proved and established by the certificate of the District Representative or the Corporation Representative and such certificate shall be full warranty to the Trustee, in the absence of bad faith on its part, for any action taken or suffered under the provisions of this Trust Agreement upon the faith thereof, but in its discretion the Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

Section IX.4 Rights of the Trustee.

(a) Ownership of Certificates. The Trustee may become the Owner with the same rights it would have if it were not Trustee; may acquire and dispose of other bonds or evidence of indebtedness of the District with the same rights it would have if it were not the Trustee; and may act as a depository for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Owners, whether or not such committee shall represent the Owners of the majority in principal amount of the Certificates then Outstanding.

(b) Attorneys, Agents, Receivers. The Trustee may execute any of the trusts or powers hereof and perform the duties required of it hereunder by or through attorneys, agents, or receivers, shall not be responsible for the actions or omissions of such attorneys, agents or receivers if appointed by it with reasonable care, and shall be entitled to advice of counsel concerning all matters of trust and its duty hereunder; provided that the Trustee shall not assign any of its trust responsibilities without the prior written consent of the District.

(c) Funds and Accounts. In addition to the funds and accounts established or required to be established pursuant to this Trust Agreement, the Trustee may establish such additional funds and accounts as it deems necessary or appropriate to perform its duties hereunder.

Section IX.5 Standard of Care. So long as there is no Event of Default, (a) the Trustee shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful misconduct, and (b) the Trustee shall only perform those duties specifically set forth herein and no implied duties, covenants or obligations shall be read into this Trust Agreement. In the event of and during the continuance of an Event of Default, the Trustee shall exercise such care in performing its duties hereunder as a prudent person would exercise in the conduct of his affairs.

Section IX.6 Compensation of the Trustee. As an Additional Payment under Section 4.11 of the Lease, the District shall from time to time on demand, pay to the Trustee reasonable compensation and reimbursement for its services and the services of any accountants, consultants, attorneys and other experts as may be engaged by the Trustee to provide services under this Trust Agreement pursuant to a written agreement between the District and the Trustee. The District's obligation hereunder shall remain valid and binding notwithstanding maturity and payment of the Certificates and resignation or removal of the Trustee. Upon an Event of Default, and only upon an Event of Default, the Trustee as set forth in Section 13.03 shall have a first right of payment prior to payment on account of principal of and premium, if any, and interest evidenced by any Certificate, for the foregoing fees, charges and expenses incurred by it. When the Trustee incurs expenses or renders services after the occurrence of an Event of Default, such expenses and the compensation for such services are intended to constitute expenses of administration under any federal or state bankruptcy, insolvency, arrangement, moratorium, reorganization or other debtor relief law.

Section IX.7 Indemnification of Trustee. The District shall, to the extent permitted by law, indemnify and save the Trustee and its officers, directors, agents, and employees harmless from and against all claims, losses, costs, expenses, liability and damages, including legal fees and expenses, arising out of (i) the use, maintenance, condition or management of, or from any work or thing done on, the Property or the Project by the District, (ii) any breach or default on the part of the District in the performance of any of its obligations under this Trust Agreement and any other agreement made and entered into for purposes of the Property or the Project, (iii) any act of negligence of the District or of any of its agents, contractors, servants, employees or licensees with respect to the Property or the Project, (iv) any act of negligence of any assignee of, or purchaser from, the District or of any of its or their agents, contractors, servants, employees or licensees with respect to the Property or the Project, (v) the construction or acquisition of the Project, or (vi) the exercise and performance by the Trustee of its powers and duties hereunder or any related document, (vii) the sale of the Certificates and the carrying out of any of the transactions contemplated by the Certificates or this Agreement or (viii) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements made in light of the circumstances in which they were made, not misleading in any official statement or other disclosure document utilized in connection with the sale of the Certificates. The indemnification set forth in this Section 9.07 shall extend to the Trustee's officers, agents, employees, successors and assigns. No indemnification will be made under this Section or elsewhere in this Trust Agreement or other agreements for willful misconduct or negligence by the Trustee, its officers, agents, employees, successors or assigns. The District's obligations hereunder shall remain

valid and binding notwithstanding maturity and payment of the Certificates, or the resignation or removal of the Trustee.

In accepting the trust hereby created, the Trustee acts solely as Trustee for the Owners and not in its individual capacity, and all persons, including, without limitation, the Owners, Corporation and District, having any claim against the Trustee arising from the Trust Agreement shall look only to the funds and accounts held by the Trustee hereunder for payment, except as otherwise provided herein or where the Trustee has breached its standard of care as described in Section 9.05 hereof. Under no circumstances shall the Trustee be liable in its individual capacity for the obligations evidenced by the Certificates.

No provision of this Trust Agreement shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of its duties hereunder or in the exercise of any of its rights or powers.

The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Insurer or the Owners of not less than a majority in aggregate principal amount of the Certificates at the time Outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee or in the exercise of any right hereunder.

The Trustee is authorized and directed to execute in its capacity as Trustee the Assignment Agreement.

Every provision of this Trust Agreement, the Lease, the Site Lease and the Assignment Agreement relating to the conduct or liability of the Trustee shall be subject to the provisions of this Trust Agreement, including without limitation, this Article IX.

The Trustee shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Certificates.

The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Trust Agreement at the request, order or direction of any of the Certificate Owners or the Insurer pursuant to the provisions of this Trust Agreement unless such Certificate Owners or the Insurer shall have offered to the Trustee security or indemnity satisfactory to it against the costs, expenses and liabilities, including, without limitation, liabilities arising under any Environmental Regulation (as defined in the Lease) which may be incurred therein or thereby.

The Trustee shall not be deemed to have knowledge of any Event of Default hereunder or under the Lease unless it has actual knowledge thereof at its Principal Office.

The Trustee shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Indenture and delivered using Electronic Means ("Electronic Means" means the following communications methods: S.W.I.F.T., e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder); provided, however, that the District, shall provide to the Trustee an incumbency certificate listing officers with the authority to

provide such Instructions (“Authorized Officers”) and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the District whenever a person is to be added or deleted from the listing. If the District elects to give the Trustee Instructions using Electronic Means and the Trustee in its discretion elects to act upon such Instructions, the Trustee’s understanding of such Instructions shall be deemed controlling. The District understands and agrees that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The District shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee and that the District and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the District. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee’s reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The District agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the District; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

The Trustee shall not be liable to the parties hereto or deemed in breach or default hereunder if and to the extent its performance hereunder is prevented by reason of force majeure. The term “force majeure” means an occurrence that is beyond the control of the Trustee and could not have been avoided by exercising due care. Force majeure shall include, but not be limited to, acts of God, terrorism, war, riots, strikes, fire, floods, earthquakes, epidemics or other similar occurrences.

The Trustee shall not be concerned with or accountable to anyone for the subsequent use or application of any moneys which shall be released or withdrawn in accordance with the provisions hereof.

The permissive right of the Trustee to do things enumerated in this Trust Agreement shall not be construed as a duty and it shall not be answerable for other than its negligence or willful misconduct.

Section IX.8 Trustee’s Disclaimer of Warranties. THE TRUSTEE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE DISTRICT OF THE PROPERTY, OR ANY PORTION THEREOF. THE DISTRICT ACKNOWLEDGES THAT THE TRUSTEE IS NOT A MANUFACTURER OF PORTIONS OF THE PROPERTY, AND THAT THE DISTRICT IS LEASING THE PROPERTY AS IS. In no event shall the Trustee be liable for incidental, indirect, special or consequential damages, in connection with or arising out of the Lease, the Site Lease, the Assignment Agreement or this Trust Agreement for the existence, furnishing, functioning or District’s use and possession of the Project or the Property.

ARTICLE X

MODIFICATION OR AMENDMENT OF AGREEMENTS

Section X.1 Amendments Permitted.

(a) With Consent. This Trust Agreement and the rights and obligations of the Owners, and the Lease and the rights and obligations of the parties thereto, may be modified or amended at any time, with notice to any rating agency then rating the Certificates by a supplemental agreement or amendment thereto which shall become effective when the prior written consents of the Insurer (so long as the Insurer is not in default in its payment obligations under the Insurance Policy) and the Owners of a majority in aggregate principal amount of the Certificates then Outstanding, exclusive of Certificates disqualified as provided in Section 10.03 hereof, shall have been filed with the Trustee. No such modification or amendment shall:

(i) extend or have the effect of extending the fixed maturity of any Certificate or reducing the interest rate with respect thereto or extending the time of payment of interest, or reducing the amount of principal thereof or reducing any premium payable upon the prepayment thereof, or diminish the security afforded by the Insurance Policy without the prior written consent of the Owner of each Certificate so affected and the Insurer (so long as the Insurer is not in default in its payment obligations under the Insurance Policy), or

(ii) reduce the percentage of Owners whose consent is required for the execution of any amendment hereof or supplement hereto without the prior written consent of the Owners of all Certificates then Outstanding and the Insurer (so long as the Insurer is not in default in its payment obligations under the Insurance Policy), or

(iii) modify any of the rights or obligations of the Trustee without its written assent thereto, or

(iv) amend this Section 10.01 without the prior written consent of the Owners of all Certificates then outstanding and the Insurer (so long as the Insurer is not in default in its payment obligations under the Insurance Policy).

The Trustee shall be provided such opinions of counsel under this Article X concerning (i) the lack of material adverse effect of the amendment on Owners, (ii) the amendment not affecting the tax status of the Interest Component evidenced by the Certificates and (iii) that such amendment is authorized or permitted under the terms of this Trust Agreement (and, if applicable, the Lease) and complies with the provisions of this Article X. Any such supplemental agreement or amendments thereto shall become effective as provided in Section 10.02 hereof.

(b) Without Consent. This Trust Agreement and the rights and obligations of the Owners, and the Lease and the rights and obligations of the parties thereto, may be modified or amended at any time by a supplemental agreement or amendments thereto, upon prior written notice to the Insurer, with notice to any rating agency then rating the Certificates but without the consent of any such Owners, but only to the extent permitted by law and only:

(i) to add to the covenants and agreements of the District and the Corporation hereunder,

(ii) to cure, correct or supplement any ambiguous or defective provision contained herein or therein,

(iii) in regard to matters arising hereunder or thereunder, as the parties hereto or thereto may deem necessary or desirable (which may be based upon opinions as provided in Section 9.03(b)), shall not materially adversely affect the interest of the Owners or the Insurer (unless the Insurer has consented, in writing, to such amendment),

(iv) to substitute the Property or add to the Project, or a portion thereof, in accordance with Sections 3.5 and 7.12 of the Lease, with the consent of the Insurer,

(v) to make such additions, deletions or modifications as may be necessary or appropriate to assure the exclusion from gross income for federal income tax purposes of the Interest Component evidenced by the Certificates,

(vi) to add to the rights of the Trustee,

(vii) to maintain the rating or ratings assigned to the Certificates, or

(viii) to provide for the execution and delivery of Additional Certificates in accordance with the provisions of Section 2.15 hereof.

No such modification or amendment, however, shall modify any of the rights or obligations of the Trustee or the Insurer without its written assent thereto. Any such supplemental agreement shall become effective upon execution and delivery by the parties hereto or thereto as the case may be.

The Insurer shall be provided by the District with a full original transcript of all proceedings relating to the amendment of or supplement to this Trust Agreement or the Lease pursuant to this Section 10.01.

Section X.2 Procedure for Amendment with Written Consent of the Owners. This Trust Agreement or the Lease may be amended by supplemental agreement as provided in this Section 10.02 in the event the consent of the Owners is required pursuant to Section 10.01(a) hereof. A copy of such supplemental agreement, together with a request to the Owners for their consent thereto, shall be mailed by the Trustee to each Owner of a Certificate at his address as set forth in the Certificate registration books maintained pursuant to Section 2.12 hereof, but failure to receive copies of such supplemental agreement and request so mailed shall not affect the validity of the supplemental agreement when assented to as in this Section provided.

Such supplemental agreement shall not become effective unless there shall be filed with the Trustee the written consent of the Owners of at least a majority in aggregate principal amount of the Certificates then Outstanding (exclusive of Certificates disqualified as provided in Section 10.03 hereof) and notices shall have been mailed as hereinafter in this Section provided. Any such consent shall be binding upon the Owner of the Certificate giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof) unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Trustee prior to the date when the notice hereinafter in this Section provided for has been mailed.

After the Owners of the required percentage of Certificates shall have filed their consent to such supplemental agreement, the Trustee shall mail a notice to the Owners of the Certificates in the manner hereinbefore provided in this Section for the mailing of such supplemental agreement, stating in substance that such supplemental agreement has been consented to by the Owners of the required percentage of Certificates and will be effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of such supplemental agreement or consents thereto). A record, consisting of the papers required by this Section to be filed with the Trustee, shall be proof of the matters therein stated until the contrary is proved. The Trustee may obtain and conclusively rely on an opinion of counsel with regard to such matters.

Any amendment under this Section 10.02 requiring the consent of the Owners shall require the prior written consent of the Insurer (so long as the Insurer is not in default in its payment obligations under the Insurance Policy). The Insurer shall be provided prior written notice of all proposed amendments subject to its approval. All such Notices under this Section shall be sent to the addresses shown in Section 14.05 hereof.

Section X.3 Disqualified Certificates. Certificates owned or held by or for the account of the District or the Corporation or by any person directly or indirectly controlled or controlled by, or under direct or indirect common control with the District or the Corporation (except any Certificates held in any pension or retirement fund) shall not be deemed Outstanding for the purpose of any vote, consent, waiver or other action or any calculation of Outstanding Certificates provided for in this Trust Agreement, and shall not be entitled to vote upon, consent to, or take any other action provided for in this Trust Agreement; except that in determining whether the Trustee shall be protected in relying upon any such approval or consent of an Owner, only Certificates which the Trustee actually knows to be owned or held by or for the account of the District or the Corporation or by any person directly or indirectly controlled or controlled by, or under direct or indirect common control with the District or the Corporation (except any Certificates held in any pension or retirement fund) shall be disregarded unless all Certificates are so owned or held by or for the account of the District or the Corporation or by any person directly or indirectly controlled or controlled by, or under direct or indirect common control with the District or the Corporation, in which case such Certificates shall be considered Outstanding for the purpose of such determination.

The District or the Trustee may adopt appropriate regulations to require each Owner, before his consent provided for in this Article X shall be deemed effective, to reveal if the Certificates as to which such consent is given are disqualified as provided in this Section 10.03 hereof.

Upon request of the Trustee, the District and Corporation shall specify in a certificate to the Trustee those Certificates disqualified pursuant to this Section and the Trustee may conclusively rely on such certificate.

Section X.4 Effect of Supplemental Agreement. From and after the time any supplemental agreement becomes effective pursuant to this Article X, this Trust Agreement or the Lease, as the case may be, shall be deemed to be modified and amended in accordance therewith, the respective rights, duties and obligations of the parties hereto or thereto and all Owners of Certificates Outstanding, as the case may be, shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modification and amendment, and all the terms and conditions of any supplemental agreement shall be deemed to be part of the terms and conditions of this Trust Agreement or the Lease, as the case may be, for any and all purposes.

Section X.5 Endorsement or Replacement of Certificates Delivered After Amendments. The Trustee may determine that Certificates delivered after the effective date of any action taken as provided in this Article X shall bear a notation, by endorsement, in form approved by the District, as to such action. In that case, upon demand of the Owner of any Outstanding Certificate at such effective date and presentation of his Certificate for such purpose at the Principal Office, a suitable notation shall be made on such Certificate. The District may determine that new Certificates, so modified as in the opinion of the District is necessary to conform to such Owner's action, shall be prepared, executed and delivered. In that case, upon demand of the Owner of any Certificate then Outstanding, such new Certificate shall be exchanged in the Principal Office without cost to such Owner, for a Certificate of the same character then Outstanding, upon surrender of such Certificate.

Section X.6 Amendatory Endorsement of Certificates. Subject to Section 10.01 hereof, the provisions of this Article X shall not prevent an Owner from accepting any amendment as to the particular Certificates held by him, provided that due notification thereof is made on such Certificates.

Section X.7 Copies of Amendments Delivered to Rating Agencies. Copies of any modifications or amendments to this Agreement, the Lease, the Site Lease, this Trust Agreement or the Assignment Agreement shall be delivered by the District to each rating agency then rating the Certificates at least 10 days prior to the effective date thereof.

ARTICLE XI

COVENANTS; NOTICES

Section XI.1 Compliance With and Enforcement of the Lease. The District covenants and agrees with the Owners to perform all obligations and duties imposed on it under the Lease. The Corporation covenants and agrees with the Owners to perform all obligations and duties imposed on it under the Lease.

The District will not do or permit anything to be done, or omit or refrain from doing anything, in any case where any such act done or permitted to be done, or any such omission of or refraining from action, would or might be a ground for cancellation or termination of the Lease by the Corporation thereunder. The Corporation and the District, immediately upon receiving or giving any notice, communication or other document in any way relating to or affecting their respective estates, or either of them, in the Property, which may or can in any manner affect such estate of the District, will deliver the same, or a copy thereof, to the Trustee.

Section XI.2 Payment of Taxes. The District shall pay all taxes as provided in Section 7.7(b) of the Lease.

Section XI.3 Observance of Laws and Regulations. The District will well and truly keep, observe and perform all valid and lawful obligations or regulations now or hereafter imposed on it by contract, or prescribed by any law of the United States, or of the State, or by any officer, board or commission having jurisdiction or control, as a condition of the continued enjoyment of any and every right, privilege or franchise now owned or hereafter acquired by the District, including its right to exist and carry on business as a school district, to the end that such rights, privileges and

franchises shall be maintained and preserved, and shall not become abandoned, forfeited or in any manner impaired.

Section XI.4 Prosecution and Defense of Suits. The District shall promptly, and also upon request of the Trustee, the Insurer or any Owner, from time to time take such action as may be necessary or proper to remedy or cure any defect in or cloud upon the title to the Property, whether now existing or hereafter developing and shall prosecute all such suits, actions and other proceedings as may be appropriate for such purpose and shall indemnify and save the Trustee and every Owner harmless from all loss, cost, damage and expense including attorneys' fees, which they or any of them may incur by reason of any such defect, cloud, suit, action or proceeding.

Section XI.5 District Budgets. In accordance with Section 4.7 of the Lease, the District Representative shall certify to the Trustee on or before September 1 of each year that the District has included all Lease Payments, Additional Payments and Reserve Replenishment Rent due under the Lease in the Fiscal Year covered by its annual budget and the amount so included. If the District fails to certify that it has included all such Lease Payments, Additional Payments and Reserve Replenishment Rent in such annual budget, the Trustee shall promptly provide the District written notice specifying that the District has failed to observe and perform its covenant and agreement in such Section 4.7 and requesting that such failure be remedied within 30 days, or such failure shall constitute an Event of Default under Section 9.1(b) of the Lease. Upon receipt of such notice, the District shall notify the Trustee of the proceedings proposed to be taken by the District, and shall keep the Trustee advised of all proceedings thereafter taken by the District.

Section XI.6 Further Assurances. The Corporation and the District will make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Trust Agreement, and for the better assuring and confirming unto the Owners the rights and benefits provided herein.

Section XI.7 Continuing Disclosure. The District hereby covenants that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Trust Agreement, failure of the District to comply with the Continuing Disclosure Certificate shall not be considered an Event of Default or an event of default hereunder; however, any Owner or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Section and the Continuing Disclosure Certificate.

ARTICLE XII

LIMITATION OF LIABILITY

Section XII.1 Limited Liability of the District. Except for the payment of Lease Payments, Additional Payments, Reserve Replenishment Rent and Prepayments when due in accordance with the Lease and the performance of the other covenants and agreements of the District contained herein and in the Lease, the District shall have no obligation or liability to any of the other parties or to the Owners with respect to this Trust Agreement or the terms, execution, delivery or transfer of the Certificates, or the distribution of Lease Payments to the Owners by the Trustee.

Section XII.2 No Liability of the District or Corporation for Trustee Performance. Except as expressly provided herein, neither the District nor the Corporation shall have any

obligation or liability to any other parties or to the Owners with respect to the performance by the Trustee of any duty imposed upon it under this Trust Agreement.

Section XII.3 Limited Liability of Trustee.

(a) No Investment Advice. The Trustee shall have no obligation or responsibility for providing information to the Owners concerning the investment character of the Certificates.

(b) Sufficiency of this Trust Agreement or Lease Payments. The Trustee makes no representations as to the validity or sufficiency of the Certificates, shall incur no responsibility in respect thereof, other than in connection with the duties or obligations herein or in the Certificates assigned to or imposed upon it. The Trustee shall not be responsible for the sufficiency or enforceability of the Lease, the Site Lease or the Assignment Agreement. The Trustee shall not be liable for the sufficiency or collection of any Lease Payments or other moneys required to be paid to it under the Lease (except as provided in this Trust Agreement), its right to receive moneys pursuant to said Lease, or the value of or title to the Property.

(c) Actions of Corporation and District. The Trustee shall have no obligation or liability to any of the other parties or the Owners with respect to this Trust Agreement or failure or refusal of any other party to perform any covenant or agreement made by any of them under this Trust Agreement or the Lease, but shall be responsible solely for the performance of the duties and obligations expressly imposed upon it hereunder as provided in Section 9.05.

(d) Recitals and Agreements of Corporation and District. The recitals of facts, covenants and agreements herein and in the Certificates shall be taken as statements, covenants and agreements of the District or the Corporation (as the case may be), and the Trustee assumes no responsibility for the correctness of the same.

Section XII.4 Limitation of Rights to Parties and Certificate Owners. Nothing in this Trust Agreement or in the Certificates expressed or implied is intended or shall be construed to give any person other than the District, the Corporation, the Trustee and the Owners, any legal or equitable right, remedy or claim under or in respect of this Trust Agreement or any covenant, condition or provision hereof; and all such covenants, conditions and provisions are and shall be for the sole and exclusive benefit of the District, the Corporation, the Trustee and the Owners.

ARTICLE XIII

EVENTS OF DEFAULT AND REMEDIES OF CERTIFICATE OWNERS

Section XIII.1 Assignment of Rights. The parties hereto acknowledge that pursuant to the Assignment Agreement the Corporation has transferred, assigned and set over to the Trustee for the benefit of the Owners, certain of the Corporation's rights under the Lease.

Section XIII.2 Events of Default.

(a) Remedies. If an Event of Default shall happen, then, and in each and every such case during the continuance of such Event of Default, the Trustee may exercise any and all remedies available pursuant to law or granted pursuant to the Lease; provided, however, that notwithstanding anything herein or in the Lease to the contrary, THERE SHALL BE NO RIGHT

UNDER ANY CIRCUMSTANCES TO ACCELERATE THE MATURITIES OF THE CERTIFICATES OR OTHERWISE TO DECLARE ANY LEASE PAYMENTS NOT THEN IN DEFAULT TO BE IMMEDIATELY DUE AND PAYABLE; provided further that so long as the Insurer shall not be in default in its payment obligations under the Insurance Policy, the Insurer, acting alone, shall control and direct all remedies upon an Event of Default. Section 9.2 of the Lease is hereby incorporated by reference.

(b) Actual Knowledge. The Trustee shall not be deemed to have knowledge of any Event of Default unless and until it shall have actual knowledge thereof, or shall have received written notice thereof at its Principal Office.

(c) Action on Default. If an Event of Default (within the meaning of Article IX of the Lease) shall happen, then such Event of Default shall constitute an Event of Default hereunder. The Trustee may give notice, as assignee of the Corporation, of an Event of Default under the Lease or hereunder to the District, and shall do so if directed to do so by the Insurer or, with the consent of the Insurer and the Owners of not less than a majority of the aggregate principal evidenced by Certificates then Outstanding. In each and every case during the continuance of an Event of Default, subject to Section 9.07, the Trustee (a) may, with the prior written consent of the Insurer, at the direction of the Owners of not less than a majority of the aggregate principal evidenced by Certificates then Outstanding, and (b) upon being indemnified to its satisfaction, shall, so long as the Insurer is not in default in its payment obligations under the Insurance Policy, at the direction of the Insurer, upon notice in writing to the District and the Corporation, exercise any of the remedies granted to the Corporation under the Lease and, in addition, with the written consent or at the written direction of, the Insurer, take whatever action at law or in equity may appear necessary or desirable to enforce its rights as assignee pursuant to the Assignment Agreement or to protect and enforce any of the rights vested in the Trustee or the Owners by this Trust Agreement or by the Certificates, either at law or in equity or in bankruptcy or otherwise, whether for the specific enforcement of any covenant or agreement or for the enforcement of any other legal or equitable right, including any one or more of the remedies set forth in Section 13.04 hereof.

Section XIII.3 Application of Funds. All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article XIII or of Article IX of the Lease, and any funds then held by the Trustee, shall be deposited into the Lease Payment Fund and be applied by the Trustee after payment of all amounts due and payable under Section 9.06 hereof and Section 4.11 of the Lease in the following order upon presentation of the several Certificates, and the stamping thereon of the payment if only partially paid, or upon the surrender thereof if fully paid -

First, Costs and Expenses: to the payment of the costs, fees and expenses of the Trustee and then of the Owners in declaring such Event of Default and in performing its duties under the Trust Agreement, Lease and Assignment Agreement, including reasonable compensation to its or their agents, attorneys and counsel;

Second, Interest: to the payment to the persons entitled thereto of all installments of interest then due in the order of the maturity of such installment, and, if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably according to the amounts due thereon, to the persons entitled thereto, without any discrimination or preference;

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

Fourth, Insurer: to the extent not included in clauses First, Second or Third above, to the payment of all amounts then due to the Insurer or the Reserve Insurer, as certified in writing to the Trustee.

Section XIII.4 Institution of Legal Proceedings. If one or more Events of Default shall happen and be continuing, the Trustee shall, at the direction of the Insurer, or may, with the prior written consent of the Insurer, upon the written request of the Owners of a majority in principal amount of the Certificates then Outstanding, and upon being indemnified to its satisfaction therefor, proceed to protect or enforce its rights or the rights of the Owners by a suit in equity or action at law, either for the specific performance of any covenant or agreement contained herein or in the Lease, or in aid of the execution of any power herein granted, or by mandamus or other appropriate proceeding for the enforcement of any other legal or equitable remedy as the Trustee shall deem most effectual in support of any of its rights or duties hereunder; provided that such written request shall not be otherwise than in accordance with provisions of law and this Trust Agreement and that the Trustee shall have the right to decline to follow any such written request if the Trustee shall be advised by counsel that the action or proceeding so requested may not be taken lawfully or if the Trustee in good faith shall determine that the action or proceeding so requested would be unjustly prejudicial to the Certificate Owners not a party to such written request or expose the Trustee to liability.

Section XIII.5 Non-Waiver. Nothing in this Article XIII or in any other provision of this Trust Agreement or in the Certificates shall affect or impair the obligation of the District to pay or prepay the Lease Payments as provided in the Lease. So long as the Insurer is not in default in its payment obligations under the Insurance Policy, the Trustee shall not waive any default or breach of duty or contract hereunder without the prior written consent of the Insurer. No delay or omission of the Trustee or of any Owner of any of the Certificates to exercise any right or power arising upon the happening of any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or an acquiescence therein, and every power and remedy given by this Article XIII to the Trustee or to the Owners may be exercised from time to time and as often as shall be deemed expedient by the Trustee or the Owners.

Section XIII.6 Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Trustee or to the Owners is intended to be exclusive of any other remedy, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing, at law or in equity or by statute or otherwise.

Section XIII.7 Power of Trustee to Control Proceedings. Subject to the Insurer's right to control all remedies in the Event of a Default, in the event that the Trustee, upon the happening of an Event of Default, shall have taken any action, by judicial proceedings or otherwise, pursuant to its duties hereunder, whether upon its own discretion or upon the request of the Insurer, or the Owners of a majority in principal amount of the Certificates then Outstanding, it shall have full power, in the exercise of its discretion for the best interest of the Owners of the Certificates, with respect to the

continuance, discontinuance, withdrawal, compromise, settlement or other disposal of such action; provided, however, that the Trustee shall not, unless there no longer continues an Event of Default, discontinue, withdraw, compromise or settle, or otherwise dispose of any litigation pending at law or in equity, if at the time there has been filed with it a written request signed by the Owners of at least a majority in principal amount of the Outstanding Certificates hereunder opposing such discontinuance, withdrawal, compromise, settlement or other disposal of such litigation. Nothing herein shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Owner any plan of reorganization, arrangement, adjustment, or composition affecting the Certificates or the rights of any Owner thereof, or to authorize the Trustee to vote in respect of the claim of any Owner in any such proceeding without the approval of the Owners so affected.

Section XIII.8 Limitation on Certificate Owners' Right to Sue. No Owner of any Certificate executed hereunder shall have the right to institute any suit, action or proceeding at law or in equity, for any remedy under or upon this Trust Agreement, unless (a) such Owner shall have previously given to the Trustee written notice of the occurrence of an Event of Default under the Lease; (b) so long as the Insurer is not in default in its payment obligations under the Insurance Policy, such Owner shall have obtained the Insurer's consent to such institution or appointment; (c) the Owners of a majority in aggregate principal amount of all the Certificates then Outstanding shall have made written request upon the Trustee to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name; (d) said Owners shall have tendered to the Trustee reasonable indemnity against the costs, expenses and liabilities to be incurred in compliance with such request; (e) the Trustee shall have refused or omitted to comply with such request for a period of 60 days after such written request shall have been received by, and said tender of indemnity shall have been made to, the Trustee; and (f) there shall have been a default in the payment of such Owner's proportionate interest in the Lease Payments as the same become due.

Such notification, request, tender of indemnity, refusal or omission, and default are hereby declared, in every case, to be conditions precedent to the exercise by any Owner of any remedy hereunder; it being understood and intended that no one or more Owners shall have any right in any manner whatever by his or their action to enforce any right under this Agreement, except in the manner herein provided and for the equal benefit of all Owners of the Outstanding Certificates.

The right of any Owner of any Certificate to receive payment of said Owner's proportionate interest in the Lease Payments as the same become due, or to institute suit for the enforcement of such payment, shall not be impaired or affected without the consent of such Owner, notwithstanding the foregoing provisions of this Section or any other provision of this Trust Agreement.

ARTICLE XIV

MISCELLANEOUS

Section XIV.1 Defeasance.

(a) Methods. If and when any Outstanding Certificates shall be paid and discharged in any one or more of the following ways -

(i) Payment or Prepayment: by well and truly paying or causing to be paid the principal, interest and prepayment premiums (if any) with respect to such Certificates Outstanding, as and when the same become due and payable;

(ii) Cash: if prior to maturity and having given at least forty (40) days prior written notice of prepayment by depositing with the Trustee, in trust, concurrent with the giving of such notice, an amount of cash which (together with cash then on deposit in the Lease Payment Fund and the Reserve Fund together with the interest to accrue thereon, in the event of payment or provision for payment of all Outstanding Certificates) is sufficient to pay such Certificates Outstanding, including all principal and interest and premium, if any; or

(iii) Defeasance Securities: by irrevocably depositing with the Trustee, in trust, Defeasance Securities 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, in the event of payment or provision for payment of all Outstanding Certificates, moneys then on deposit in the Lease Payment Fund and the Reserve Fund together with the interest to accrue thereon), be fully sufficient to pay and discharge such Certificates (including all principal and interest represented thereby and prepayment premiums if any) at or before their maturity date;

and all other amounts due hereunder have been paid in full, then, notwithstanding that any Certificates shall not have been surrendered for payment, all obligations of the Corporation, the Trustee and the District with respect to such Certificates shall cease and terminate, except only the obligation of the Trustee to pay or cause to be paid, from Lease Payments paid by or on behalf of the District from funds deposited pursuant to paragraphs (ii) and (iii) of this Section, to the Owners of the Certificates not so surrendered and paid all sums due with respect thereto, and in the event of deposits pursuant to paragraphs (ii) and (iii) of this Section, the Certificates shall continue to represent direct and proportionate interests of the Owners thereof in Lease Payments under the Lease.

(b) Surplus Moneys. Any funds held by the Trustee, at the time of payment or provision for payment of all Outstanding Certificates pursuant to the one of the procedures described in paragraphs (a)(i) through (a)(iii) of this Section, which are not required for the payment to be made to Owners, shall be paid over to the District, after the payment of any amounts due to the Trustee pursuant to Sections 9.06 and 9.07 hereof, any amounts due and owing to the Insurer, and any other Additional Payments due under the Lease.

(c) Surviving Provisions. Notwithstanding the satisfaction and discharge hereof, the Trustee shall retain such rights, powers and privileges under Section 9.06 and 9.07 hereof and hereunder as may be necessary or convenient for the payment of the principal, interest and prepayment premium, if any, on the Certificates and for the registration, transfer and exchange of the Certificates.

(d) Opinions and Reports. Prior to any defeasance becoming effective under this Section, (A) all amounts currently due to the Insurer under the Insurance Policy and Reserve Policy shall have been paid in full, and (B) the District shall cause to be delivered (i) an executed copy of a report, addressed to the Trustee, the District and the Insurer, in form and substance acceptable to the Trustee, the District and the Insurer of a nationally recognized firm of certified public accountants, verifying that the Defeasance Securities and cash, if any, satisfy the requirements of Section 14.01(a) above, (ii) a copy of the escrow deposit agreement entered into in connection with such defeasance, which escrow deposit agreement shall be in form and substance acceptable to the Insurer, and (iii) a copy of an opinion of Special Counsel, dated the date of such defeasance and addressed to the Trustee, the District and the Insurer, in form and substance acceptable to the Trustee, the District and the Insurer, to the effect that such Certificates are no longer Outstanding under the Trust Agreement.

In the event a forward purchase agreement will be employed in the refunding, such agreement shall be subject to the approval of the Insurer and shall be accompanied by such opinions of counsel as may be require by the Insurer. The Insurer shall be provided with final drafts of the above-referenced documentation not less than five Business Days prior to the funding of the escrow.

(e) Amounts paid by the Insurer under the Insurance Policy shall not be deemed paid for purposes of this Trust Agreement and the Certificates relating to such payments shall remain Outstanding and continue to be due and owing until paid by the Corporation in accordance with this Trust Agreement. This Trust Agreement shall not be discharged unless all amounts due or to become due to the Insurer have been paid in full or duly provided for.

Section XIV.2 Non-Presentation of Certificates. In the event any Certificate shall not be presented for payment when the principal with respect thereto becomes due, either at maturity, or at the date fixed for prepayment thereof, if moneys sufficient to pay such Certificate shall have been deposited in the Prepayment Fund or Lease Payment Fund, as applicable, all liability of the District to the Owner thereof for payment of such Certificate shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such moneys, without liability for interest thereon, for the benefit of the Owner of such Certificate who shall thereafter be restricted exclusively to such moneys, for any claim of whatever nature on his or her part under this Trust Agreement or on, or with respect to, said Certificate.

Any moneys so deposited with and held by the Trustee not so applied to the payment of Certificates within two (2) years after the date on which the same shall have become due shall be paid by the Trustee to the District (without liability for interest), free from the trusts created by this Trust Agreement. In addition, Trustee shall be indemnified from and against any and all liabilities to third parties resulting from its actions under this Section. Thereafter, Owners shall be entitled to look only to the District for payment, and then only to the extent of the amount so repaid by the Trustee. The District shall not be liable for any interest on the sums paid to it pursuant to this section and shall not be regarded as a trustee or trustees of such money.

Section XIV.3 Acquisition of Certificates by District. All Certificates acquired by the District, whether by purchase, gift or otherwise, shall be surrendered by the District to the Trustee for cancellation.

Section XIV.4 Records. The Trustee shall keep complete and accurate records of all moneys received and disbursed by it under this Trust Agreement, which shall be available for inspection by the District, the Corporation and any Owner, or the agent of any of them, at any time during regular business hours upon reasonable prior notice.

Section XIV.5 Notices. Except as specifically provided otherwise in this Trust Agreement, all written notices to be given under this Trust Agreement shall be given by mail or personal delivery to the party entitled thereto at its address set forth below, or at such address as the party may provide to the other party in writing from time to time. Notice shall be deemed to have been received upon actual receipt after deposit in the United States mail, postage prepaid or, in the case of personal delivery, upon delivery to the address set forth below:

If to the District: Anaheim Union High School District
 501 North Crescent Way
 Anaheim, California 92801
 Attention: Assistant Superintendent, Business Services

If to the Corporation: Anaheim UHSD Facilities Corporation
501 North Crescent Way
Anaheim, California 92801
Attention: President

If to the Trustee: U.S. Bank National Association
633 West 5th Street, 24th Floor
Los Angeles, California 90071
Attention: Global Corporate Trust Services

If to the Insurer: [TO COME]

If to S&P: Standard & Poor's Corporation
55 Water Street
New York, New York 10041
Attention: Public Finance Rating Desk

Section XIV.6 Governing Law. This Trust Agreement shall be construed and governed in accordance with the laws of the State.

Section XIV.7 Binding Effect; Successors. This Trust Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Whenever in this Trust Agreement either the Corporation, the District or the Trustee is named or referred to, such reference shall be deemed to include the successors or assigns thereof and all the covenants and agreements in this Trust Agreement contained by or on behalf of the Corporation, the District or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section XIV.8 Execution in Counterparts. This Trust Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

Section XIV.9 Headings. The headings or titles of the several Articles and Sections hereof, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Trust Agreement. All references herein to "Articles", "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Trust Agreement; and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Trust Agreement as a whole and not to any particular Article, Section or subdivision hereof.

Section XIV.10 Waiver of Notice. Whenever in this Trust Agreement the giving of notice by mail or otherwise is required, the giving of such notice may be waived in writing by the person entitled to receive such notice and in any case the giving or receipt of such notice shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Section XIV.11 Separability of Invalid Provisions. In case any one or more of the provisions contained in this Trust Agreement or in the Certificates shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision of this Trust Agreement, and this Trust Agreement shall be

construed as if such invalid or illegal or unenforceable provision had never been contained herein. The parties hereto hereby declare that they would have entered into this Trust Agreement and each and every other section, paragraph, sentence, clause or phrase hereof and authorized the delivery of the Certificates pursuant thereto irrespective of the fact that any one or more sections, paragraphs, sentences, clauses or phrases of this Trust Agreement may be held illegal, invalid or unenforceable.

Section XIV.12 Payment on Business Day. In any case where the date of the payment of interest on or of principal (and premium, if any) of the Certificates or the date fixed for prepayment is other than a Business Day, the payment of interest or principal need not be made on such date but may be made on the next succeeding day which is a Business Day with the same force and effect as if made on the date required, and no interest shall accrue for the period from and after such date.

Section XIV.13 Provisions Relating to Certificate Insurance. Notwithstanding anything to the contrary herein:

(a) Any notice that is required to be given to any Owners, Information Services, or Securities Depositories shall be given to the Insurer.

(b) Notwithstanding any other provision herein, in determining whether the rights of the Owners will be adversely affected by an action taken pursuant to the terms and provisions hereof, the effect on the Owners shall be considered as if there were no Insurance Policy.

(c) The Insurer shall be deemed to be the holder of all of the Certificates for purposes of:

(i) exercising all remedies and directing the Trustee to take actions or for any other purposes following an Event of Default (as defined in the Lease), and

(ii) granting any consent, direction or approval or taking any action permitted by or required hereunder, as the case may be, to be granted or taken by the Owners of the Certificates.

(d) Any provision herein expressly recognizing or granting rights in and to the Insurer may not be amended in any manner that affects the rights of the Insurer without the prior written consent of the Insurer.

(e) Whenever the consent of the Owners is required pursuant to the provisions herein, the Insurer's consent shall also be required.

(f) Any reorganization or liquidation plan with respect to the District must be acceptable to the Insurer. In the event of any reorganization or liquidation, the Insurer shall have the right to vote on behalf of all Owners who hold Certificates guaranteed by the Insurer (so long as the Insurer is not in default of its obligations under the Policy). In furtherance thereof and as a term of this Trust Agreement and each Certificate, the Trustee and each Owner of a Certificate appoint the Insurer as their agent and attorney-in-fact and agree that the Insurer may at any time during the continuation of any proceeding by or against the District under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an "Insolvency Proceeding") direct all matters relating to such Insolvency Proceeding, including

without limitation, (A) all matters relating to any claim or enforcement proceeding in connection with an Insolvency Proceeding (a "Claim"), (B) the direction of any appeal of any order relating to any Claim, (C) the posting of any surety, supersedeas or performance bond pending any such appeal, and (D) the right to vote to accept or reject any plan of adjustment. In addition, the Trustee and each Owner of a Certificate delegate and assign to the Insurer, to the fullest extent permitted by law, the rights of the Trustee and each Owner of a Certificate in the conduct of any Insolvency Proceeding, including, without limitation, all rights of any party to an adversary proceeding or action with respect to any court order issued in connection with any such Insolvency Proceeding.

(g) Payment Procedures Under the Insurance Policy.

(i) If, on the third Business Day prior to the related scheduled interest payment date or principal payment date ("Payment Date") there is not on deposit with the Trustee, after making all transfers and deposits required under the Trust Agreement, moneys sufficient to pay the principal of and interest on the Certificates due on such Payment Date, the Trustee shall give notice to the Insurer and to its designated agent (if any) (the "Insurer's Fiscal Agent") by telephone or teletype of the amount of such deficiency by 12:00 noon, New York City time, on such Business Day. If, on the second Business Day prior to the related Payment Date, there continues to be a deficiency in the amount available to pay the principal of and interest on the Certificates due on such Payment Date, the Trustee shall make a claim under the Insurance Policy and give notice to the Insurer and the Insurer's Fiscal Agent (if any) by telephone of the amount of such deficiency, and the allocation of such deficiency between the amount required to pay interest on the Certificates and the amount required to pay principal of the Certificates, confirmed in writing to the Insurer and the Insurer's Fiscal Agent by 12:00 noon, New York City time, on such second Business Day by filling in the form of Notice of Claim and Certificate delivered with the Insurance Policy.

(ii) The Trustee shall designate any portion of payment of principal on Certificates paid by the Insurer, whether by virtue of mandatory sinking fund prepayment, maturity or other advancement of maturity, on its books as a reduction in the principal amount of Certificates registered to the then current Owner, whether DTC or its nominee or otherwise, and shall issue a replacement Certificate to the Insurer, registered in the name of _____, in a principal amount equal to the amount of principal so paid (without regard to authorized denominations); provided that the Trustee's failure to so designate any payment or issue any replacement Certificate shall have no effect on the amount of principal or interest payable by the Corporation on any Certificate or the subrogation rights of the Insurer.

(iii) The Trustee shall keep a complete and accurate record of all funds deposited by the Insurer into the Policy Payments Account (defined below) and the allocation of such funds to payment of interest on and principal of any Certificate. The Insurer shall have the right to inspect such records at reasonable times upon reasonable notice to the Trustee.

(iv) Upon payment of a claim under the Insurance Policy, the Trustee shall establish a separate special purpose trust account for the benefit of Owners referred to herein as the "Policy Payments Account" and over which the Trustee shall have exclusive control and sole right of withdrawal. The funds in such Policy Payments Account shall be held uninvested. The Trustee shall receive any amount paid under the Insurance Policy in trust on behalf of Owners and shall deposit any such amount in the Policy Payments Account and distribute such amount only for purposes of making the payments for which a claim was made. Such amounts shall be disbursed by the Trustee to Owners in the same manner as principal and interest payments are to be made with

respect to the Certificates under the sections hereof regarding payment of Certificates. It shall not be necessary for such payments to be made by checks or wire transfers separate from the check or wire transfer used to pay debt service with other funds available to make such payments. Notwithstanding anything herein to the contrary, the District agrees to pay to the Insurer (i) a sum equal to the total of all amounts paid by the Insurer under the Insurance Policy (the "Insurer Advances"); and (ii) interest on such Insurer Advances from the date paid by the Insurer until payment thereof in full, payable to the Insurer at the Late Payment Rate per annum (collectively, the "Insurer Reimbursement Amounts"). The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. The District hereby covenants and agrees that the Insurer Reimbursement Amounts are secured by a lien on and pledge of the funds on deposit with the Trustee and payable from such funds on a parity with interest and principal due on the Certificates.

(h) The Insurer shall, to the extent it makes any payment of principal or interest evidenced by the Certificates, become subrogated to the rights of the recipients of such payments in accordance with the terms of the Insurance Policy. Each obligation of the District to the Insurer under this Trust Agreement, the Lease, the Site Lease and the Assignment Agreement (each, a "Related Document") shall survive discharge or termination of such Related Document.

(i) The District shall pay or reimburse the Insurer, to the extent permitted by law and subject solely to annual appropriation by the District, any and all charges, fees, costs and expenses that the Insurer may reasonably pay or incur in connection with (i) the administration, enforcement, defense or preservation of any rights or security in any Related Document; (ii) the pursuit of any remedies under this Trust Agreement or any other Related Document or otherwise afforded by law or equity, (iii) any amendment, waiver or other action with respect to, or related to, this Trust Agreement or any other Related Document whether or not executed or completed, or (iv) any litigation or other dispute in connection with this Trust Agreement or any other Related Document or the transactions contemplated thereby, other than costs resulting from the failure of the Insurer to honor its obligations under the Insurance Policy. The Insurer reserves the right to charge a reasonable fee as a condition to executing any amendment, waiver or consent proposed in respect of this Trust Agreement or any other Related Document.

(j) The Insurer shall be entitled to pay principal or interest evidenced by the Certificates that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the District (as such terms are defined in the Insurance Policy), whether or not the Insurer has received a Notice of Nonpayment or a claim upon the Insurance Policy.

(k) The rights granted to the Insurer under this Trust Agreement or any other Related Document to request, consent to or direct any action are rights granted to the Insurer in consideration of its issuance of the Insurance Policy. Any exercise by the Insurer of such rights is merely an exercise of the Insurer's contractual rights and shall not be construed or deemed to be taken for the benefit, or on behalf, of the Owners and such action does not evidence any position of the Insurer, affirmative or negative, as to whether the consent of the Owners or any other person is required in addition to the consent of the Insurer.

(l) The Insurer shall have the right to receive such additional information as it may reasonably request.

(m) The Corporation and the District will permit the Insurer to discuss the affairs, finances and accounts of the Corporation and the District or any information the Insurer may

reasonably request regarding the security for the Certificates with appropriate officers of the Corporation and the District and will use commercially reasonable efforts to enable the Insurer to have access to the facilities, books and records of the Corporation and the District on any Business Day upon reasonable prior notice.

(n) Any interest rate exchange agreement (“Swap Agreement”) entered into by the Corporation on behalf of the District or the District shall meet the following conditions: (i) the Swap Agreement must be entered into to manage interest costs related to, or a hedge against (a) assets then held, or (b) debt then outstanding, or (iii) debt reasonably expected to be issued within the next twelve (12) months, and (ii) the Swap Agreement shall not contain any leverage element or multiplier component greater than 1.0x unless there is a matching hedge arrangement which effectively off-sets the exposure from any such element or component. Unless otherwise consented to in writing by the Insurer, any uninsured net settlement, breakage or other termination amount then in effect shall be subordinate to the payment of the Lease Payments evidenced by on the Certificates and on any debt on parity with the Certificates. Neither the Corporation nor the District shall terminate a Swap Agreement unless it demonstrates to the satisfaction of the Insurer prior to the payment of any such termination amount that such payment will not cause the Corporation or the District to be in default under the Related Documents, including but not limited to, any monetary obligations thereunder. All counterparties or guarantors to any Swap Agreement must have a rating of at least “A-” and “A3” by S&P and Moody’s. If the counterparty or guarantor’s rating falls below “A-” or “A3” by either S&P or Moody’s, the counterparty or guarantor shall execute a credit support annex to the Swap Agreement, which credit support annex shall be acceptable to the Insurer. If the counterparty or the guarantor’s long term unsecured rating falls below “Baa1” or “BBB+” by either Moody’s or S&P, a replacement counterparty or guarantor, acceptable to the Insurer, shall be required.

Section XIV.14 Information to be Provided to the Insurer. The District or the Trustee shall furnish to the Insurer the following, as the case may be:

(a) Annual audited financial statements of the District within 180 days after the end of the District’s fiscal year (together with a certification of the District that it is not aware of any default or Event of Default under the Trust Agreement or the Lease), and the District’s annual budget within 30 days after the approval thereof together with such other information, data or reports as the Insurer shall reasonably request from time to time;

(b) Notice of any draw upon the Reserve Fund within two Business Days after knowledge thereof other than (i) withdrawals of amounts in excess of the Reserve Requirement and (ii) withdrawals in connection with a refunding of Certificates;

(c) Notice of any default actually known to the Trustee or District within five Business Days after knowledge thereof;

(d) Prior notice of the advance refunding or prepayment of any of the Certificates, including the principal amount, maturities and CUSIP numbers thereof;

(e) Notice of the resignation or removal of the Trustee and the Registrar for the Certificates and the appointment of, and acceptance of duties by, any successor thereto;

(f) Notice of the commencement of any proceeding by or against the Corporation or the District commenced under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an “Insolvency Proceeding”);

(g) Notice of the making of any claim in connection with any Insolvency Proceeding seeking the avoidance as a preferential transfer of any payment of principal of, or interest evidenced by, the Certificates;

(h) A full original transcript of all proceedings relating to the execution of any amendment, supplement, or waiver to the Related Documents; and

(i) All reports, notices and correspondence to be delivered to Owners under the terms of the Related Documents.

Section XIV.15 Interested Parties.

(a) The Insurer as Third Party Beneficiary. The Insurer is hereby deemed a third party beneficiary of this Trust Agreement.

(b) Parties Interested Herein. Nothing in this Trust Agreement expressed or implied is intended or shall be construed to confer upon, or to give grant to any person or entity, other than the District, the Trustee, the Insurer, the Reserve Insurer and the Owners of the Certificates, any right, remedy or claim under or by reason of this Trust Agreement or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Trust Agreement contained by and on behalf of the District shall be for the sole and exclusive benefit of the District, the Corporation, the Trustee, the Insurer, the Reserve Insurer and the registered owners of the Certificates.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By: _____
Authorized Officer

ANAHEIM UHSD FACILITIES CORPORATION

By: _____
President

ANAHEIM UNION HIGH SCHOOL DISTRICT

By: _____
Superintendent

EXHIBIT A

FORM OF CERTIFICATE OF PARTICIPATION

R-__

\$_____

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

UNITED STATES OF AMERICA
STATE OF CALIFORNIA
COUNTY OF ORANGE

ANAHEIM UNION HIGH SCHOOL DISTRICT
2017 CERTIFICATE OF PARTICIPATION

Evidencing the Fractional Interest of the Owner Hereof
In Lease Payments to be Made by
ANAHEIM UNION HIGH SCHOOL DISTRICT
As rental for a certain property
Pursuant to a Lease Agreement with the
ANAHEIM UHSD FACILITIES CORPORATION

Interest Rate Maturity Date Dated Date CUSIP
% September 1, 20_____, 2017 _____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ AND NO/100 DOLLARS

THIS IS TO CERTIFY THAT the registered owner named above, or registered assigns, as the registered owner (the "Registered Owner") of this Certificate of Participation (the "Certificate") is the owner of a fractional and undivided interest in the right to receive certain Lease Payments and Prepayments thereof under and as defined in that certain Lease Agreement, dated as of _____ 1, 2017 (the "Lease"), by and between the ANAHEIM UHSD FACILITIES CORPORATION, a nonprofit public benefit corporation duly organized and existing under the laws of the State of California (the "Corporation") and the ANAHEIM UNION HIGH SCHOOL DISTRICT, a school district organized and existing under and by virtue of the laws and Constitution

of the State of California (the "District"), which Lease Payments and Prepayments and certain other rights and interests under the Lease have been assigned to U.S. Bank National Association, as trustee (the "Trustee"), having a corporate trust office in Los Angeles, California.

The Registered Owner of this Certificate is entitled to receive, subject to the terms of the Lease, on the Maturity Date specified above, the Principal Amount specified above, representing a portion of the Lease Payments designated as principal coming due during the preceding twelve months, and to receive semiannually on March 1 and September 1 of each year, commencing September 1, 2017 (the "Payment Dates"), until payment in full of the Principal Amount, the Registered Owner's portion of the Lease Payments designated as interest coming due during the six months immediately preceding each of the Payment Dates; provided that interest with respect hereto shall be payable from the Payment Date next preceding the date of execution of this Certificate (unless (i) this Certificate is executed on a Payment Date in which event it should be payable from the date thereof, (ii) this Certificate is executed after the close of business on the fifteenth day of the month preceding a Payment Date (the "Record Date") and prior to the following Payment Date, in which event interest shall be payable from such Payment Date, or (iii) it is executed on or prior to August 15, 2017 in which event interest evidenced thereby shall be payable from the Dated Date specified above; provided however, that if, as of any date, interest has not been paid when due with respect to any Outstanding Certificate, interest evidenced thereby shall be payable from the Payment Date to which interest has previously been paid or made available for payment with respect to Outstanding Certificates). The portion of the Lease Payments designated as interest is computed on the basis of a 360-day year of twelve 30-day months and is the result of the multiplication of the aforesaid portion of the Lease Payments designated as principal by the rate per annum identified above. Said amounts are payable in lawful money of the United States of America. The amount representing principal payable at maturity or upon prepayment in whole or in part is payable to the Registered Owner upon presentation and surrender of this Certificate at the Principal Office. The amounts representing interest are payable by check mailed by the Trustee on each Payment Date by first class mail to the Registered Owner hereof as of the Record Date preceding the Payment Date at the Registered Owner's address as it appears on the registration books of the Trustee. Interest evidenced by any Certificates may, at the option of any Owner of Certificates in an aggregate principal amount of \$1,000,000 or more evidenced by the written request of such Owner to the Trustee, be paid to such Owner by wire transfer to the bank and account number on file with the Trustee as of the Record Date.

This Certificate is one of the \$_____ aggregate principal amount of 2017 Certificates of Participation (the "Certificates") which have been executed and delivered by the Trustee pursuant to the terms of a Trust Agreement, dated as of _____ 1, 2017 (the "Trust Agreement"), by and among the Trustee, the Corporation and the District. The District is authorized to enter into the Lease and the Trust Agreement under the Constitution and laws of the State of California. Reference is hereby made to the Lease and the Trust Agreement (copies of which are on file at the Principal Office) for a description of the terms on which the Certificates are delivered, the rights thereunder of the Owners of the Certificates, the rights, duties and immunities of the Trustee and the rights and obligations of the District under the Lease, to all of the provisions of which Lease and Trust Agreement the Registered Owner of this Certificate, by acceptance hereof, assents and agrees.

The District is obligated to pay Lease Payments from any source of legally available funds, and the District has covenanted in the Lease to make the necessary annual appropriations therefor. The obligation of the District to pay the Lease Payments does not constitute an obligation of the District for which the District is obligated to levy or pledge any form of taxation or for which the

District has levied or pledged any form of taxation. The obligation of the District to pay Lease Payments does not constitute a debt of the District, the State of California or any of its political subdivisions within the meaning of any Constitutional or statutory debt limitation or restriction. The District's obligation to pay Lease Payments may be completely or partially abated during any period in which, by reason of material damage, destruction, title defect, or taking eminent domain or condemnation there is substantial interference with the use and right of possession by the District of the Property. Failure of the District to pay Lease Payments during any such period shall not constitute a default under the Lease, the Trust Agreement or this Certificate.

To the extent and in the manner permitted by the terms of the Trust Agreement, the provisions of the Trust Agreement may be amended by the parties thereto with the written consents of the Insurer (so long as the Insurer is not in default on its payment obligations under the Insurance Policy) and the Owners of at least a majority in aggregate principal amount of the Certificates then Outstanding, and may be amended, without the consent of the Owners under certain circumstances, but in no event such that the interests of the Owners of the Certificates are adversely affected. No such modification or amendment shall (i) extend or have the effect of extending the fixed maturity of any Certificate or reducing the interest rate with respect thereto or extending the time of payment of interest, or reducing the amount of principal thereof or reducing any premium payable upon the prepayment thereof, or diminish the security provided by the Insurance Policy without the express consent of the Owner of such Certificate, or (ii) reduce or have the effect of reducing the percentage of Certificates required for the affirmative vote or written consent to an amendment or modification of the Lease, (iii) modify any of the rights or obligations of the Trustee without its written assent thereto, or (iv) amend the section of the Trust Agreement dealing with permitted amendments thereof without the prior written consent of the Owners of all Certificates and the Insurer (so long as the Insurer is not in default on its payment obligations under the Insurance Policy).

This Certificate is transferable by the Registered Owner hereof, in person or by his duly authorized attorney, at the Principal Office, but only in the manner, subject to the limitations and upon payment of the charges provided in the Trust Agreement and upon surrender and cancellation of this Certificate. Upon such transfer a new Certificate or Certificates, of an authorized denomination or denominations, for the same aggregate principal amount, maturity and interest rate, will be delivered to the transferee. This Certificate also may be exchanged for a like aggregate principal amount of Certificates of other authorized denominations as prescribed in the Trust Agreement. The District, the Corporation and the Trustee may treat the Registered Owner hereof as the absolute owner hereof for all purposes whether or not this Certificate shall be overdue, and the District, the Corporation and the Trustee shall not be affected by any notice to the contrary.

The Trustee shall not be required to transfer any Certificate selected for prepayment or be required to transfer any Certificate during the period in which the Trustee is selecting Certificates for prepayment.

Extraordinary Prepayment. The Certificates are subject to prepayment prior to their respective maturity dates on any date, in whole or in part, from Net Proceeds which the Trustee shall transfer to the Prepayment Fund as provided in the Lease at least 45 days prior to the date set for prepayment and credited towards the prepayment made by the District pursuant to the Lease, at a prepayment price equal to the Principal Component of the Lease Payments to be prepaid, together with accrued interest to the date fixed for prepayment, without premium.

Optional Prepayment. The Certificates maturing on or after September 1, 2027, are subject to optional prepayment prior to their stated maturities on any date on or after September 1, 2026, in whole or in part, at the option of the District, from any lawfully available source in the event the District exercises its option under the Lease to prepay the Principal Component of the Lease Payments (in integral multiples of \$5,000), at the prepayment price of the Principal Component of the Lease Payments to be prepaid, plus accrued interest to the date fixed for prepayment, without premium.

Mandatory Prepayment. The Certificates maturing on September 1, _____ are subject to mandatory prepayment in part, by lot, on September 1, _____, at a prepayment price equal to the principal amount thereof, together with accrued interest to the date fixed for prepayment, without premium. The principal amount represented by such Certificates to be so prepaid and the date therefor and the principal amount represented by such Certificates to be paid on the final principal payment date is as indicated in the following table:

Term Certificates Due on September 1, _____

<i>Year (September 1)</i>	<i>Principal Amount</i>
-------------------------------	-------------------------

(Maturity)

As provided in the Trust Agreement, notice of optional or extraordinary prepayment shall be mailed by first class mail, not less than 30 nor more than 60 days before the prepayment date, to the Owners of the Certificates to be prepaid, but neither failure to receive such notice nor any defect in the notice so mailed shall affect the sufficiency of the proceedings for prepayment. Any notice of prepayment for an optional prepayment may be conditional as described in the Trust Agreement. If this Certificate is called for prepayment and payment is duly provided therefor as specified in the Trust Agreement, interest shall cease to accrue with respect hereto from and after the date fixed for prepayment.

The District has certified that all acts, conditions and things required by the laws of the State of California and the Trust Agreement to exist, to have happened and to have been performed precedent to and in connection with the execution and delivery of this Certificate do exist, have happened and have been performed in regular and due time, form and manner as required by law, and that the Trustee is duly authorized to execute and deliver this Certificate, and that the amount of this Certificate, together with all other Certificates executed and delivered under the Trust Agreement, is not in excess of the amount of Certificates authorized to be executed and delivered thereunder.

Terms used herein which are not otherwise defined shall have the respective meanings assigned thereto in the Trust Agreement.

The Trustee has no obligation or liability to the Registered Owner of this Certificate to make payments of principal or interest evidenced by this Certificate except from Lease Payments paid to the Trustee and from the various funds and accounts established under the Trust Agreement. The Trust Agreement provides that the recitals of facts, covenants and agreements in this Certificate shall

[FORM OF STATEMENT OF INSURANCE]

[TO COME]

[FORM OF ASSIGNMENT]

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

(print or typewrite name, address, including postal zip code,
and social security or other identifying number of Transferee)

the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints

to transfer the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed

NOTICE: Signature guarantee should be made by a guarantor institution participating in the Securities Transfer Agents Medallion Program or in such other guarantee program acceptable to the Trustee.

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

EXHIBIT B

FORM OF WRITTEN DELIVERY COST REQUISITION

U.S. Bank National Association
633 West 5th Street, 24th Floor
Los Angeles, CA 90017

RE: Disbursement from the Delivery Cost Fund pursuant to Section 3.01 of the Trust Agreement related to the Anaheim Union High School District 2017 Certificates of Participation, dated as of _____ 1, 2017 (the "Agreement"), by and among U.S. BANK NATIONAL ASSOCIATION, as trustee (the "Trustee"), ANAHEIM UHSD FACILITIES CORPORATION (the "Corporation") and the ANAHEIM UNION HIGH SCHOOL DISTRICT (the "District")

REQUISITION NO. _____

You are hereby instructed to pay to the District, or to _____ at _____ \$ _____ as a Delivery Cost from the Delivery Cost Fund as provided in Section 3.04 of the Agreement. This Delivery Cost has been properly incurred, is a proper charge against the Delivery Cost Fund and has not been the basis of any previous disbursements.

The amount remaining in the Delivery Cost Fund, together with interest earnings on the Delivery Cost Fund plus investment earnings will, after payment of the amount set forth in this requisition, be sufficient to pay all remaining Delivery Costs as presently estimated.

Very truly yours,

[form only; no signature required] _____
District Representative

§ _____
**Anaheim Union High School District
2017 Certificates of Participation**

CERTIFICATE PURCHASE AGREEMENT

_____, 2017

Anaheim Union High School District
501 North Crescent Way
Anaheim, California 92801

Ladies and Gentlemen:

The undersigned, _____ (the "Underwriter"), hereby offers to enter into this Certificate Purchase Agreement (the "Purchase Agreement") with the Anaheim Union High School District (the "District") for the purchase by the Underwriter of the \$ _____ aggregate principal amount of Anaheim Union High School District 2017 Certificates of Participation (the "Certificates"). Upon acceptance of this offer by the District, this Purchase Agreement will be binding upon the District and the Underwriter. The offer made hereby is made subject to acceptance by the District (by delivery to the Underwriter of an executed counterpart hereof by the District) at or before 11:59 p.m., Pacific Daylight Time, on the date hereof or at such later time and date as shall have been consented to by the Underwriter.

The Certificates are being executed and delivered pursuant to a Trust Agreement, dated as of _____ 1, 2017 (the "Trust Agreement"), among U.S. Bank National Association, as trustee (the "Trustee"), the Anaheim UHSD Facilities Corporation (the "Corporation") and the District. All terms used herein and not otherwise defined herein shall have the respective meanings assigned thereto in the Trust Agreement.

1. Purchase and Purchase Price; Terms of Certificates. Upon the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the District agrees to cause the Trustee to execute and deliver to the Underwriter, and the Underwriter agrees to purchase, all (but not less than all) of the Certificates at an aggregate purchase price of \$ _____ (representing the aggregate principal amount of \$ _____, [plus/less] a net original issue [premium/discount] of \$ _____, less an Underwriter's discount of \$ _____).

The Certificates shall be dated the date of their delivery. The Certificates shall have the maturities and evidence interest at the rates per annum set forth on Exhibit B hereto, and the prepayment provisions of the Certificates shall be as set forth in Exhibit B hereto.

The Certificates shall be substantially in the form described in, shall be executed, delivered and secured under and pursuant to, and shall be payable and subject to prepayment as provided in, the Trust Agreement.

The proceeds of the Certificates will be used to finance capital facilities of the District, purchase a municipal bond insurance policy (the "Insurance Policy") for the Certificates, purchase a

reserve policy (the "Reserve Policy") for the Certificates, and pay the costs incurred in connection with the execution and delivery of the Certificates, all as set forth in the Trust Agreement.

Payment of the principal and interest evidenced by the Certificates shall be insured by _____ (the "Bond Insurer"), which shall issue the Insurance Policy guaranteeing such payment.

The District hereby ratifies, confirms and approves the use by the Underwriter, prior to the date hereof, of the Preliminary Official Statement of the District, dated _____, 2017, which Preliminary Official Statement the District deemed final and so certified as of its date for purposes of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended ("Rule 15c2-12"), except for information permitted to be omitted therefrom by Rule 15c2-12. The District hereby agrees to deliver or cause to be delivered to the Underwriter an electronic version of the final Official Statement of the District, dated _____, 2017, relating to the Certificates (the "Official Statement") within seven business days after the execution of this Purchase Agreement so as to allow the Underwriter to comply with paragraph (b)(4) of Rule 15c2-12 and all rules of the Municipal Securities Rulemaking Board. The District hereby approves of the use and distribution by the Underwriter of the Official Statement in connection with the offer and sale of the Certificates. The District will undertake, pursuant to the Trust Agreement and the Continuing Disclosure Certificate, to provide certain annual financial information and notices of the occurrence of certain events, if material. A description of such undertaking is set forth in the Official Statement.

The District hereby further authorizes the Underwriter to use, in connection with the offer and sale of Certificates, the Trust Agreement, the Lease Agreement, the Site Lease, the Assignment Agreement and the Continuing Disclosure Certificate (collectively, the "Certificate Documents").

The Underwriter agrees to make a bona fide public offering of the Certificates; provided, however, that the Underwriter reserves the right to make concessions to dealers and to change such initial offering price as the Underwriter shall deem necessary in connection with the marketing of the Certificates. The Underwriter agrees that, in connection with the public offering and initial delivery of the Certificates to the purchasers thereof from the Underwriter, the Underwriter will deliver or cause to be delivered to each purchaser a copy of the Official Statement.

2. Closing; Certificates. At 8:00 a.m. Pacific Daylight Time, on _____, 2017, or at such other time or on such earlier or later date as the Underwriter and the District mutually agree upon (the "Closing Date"), the District will, subject to the terms and conditions hereof, deliver or cause the Certificates to be delivered through the book-entry system maintained by The Depository Trust Company ("DTC"), duly executed in accordance with the provisions of the Trust Agreement. Subject to the terms and conditions hereof, upon receipt of proof of such delivery to DTC, the Underwriter will pay the purchase price of the Certificates as set forth in Section 1 hereof, less the premiums for the Insurance Policy and the Reserve Policy totaling \$_____ which the Underwriter agrees to wire directly to the Bond Insurer, in federal or other immediately available funds. The Certificates shall be delivered as to the Trustee pursuant to the FAST program of DTC in New York, New York, or at such other place as the Underwriter and the District mutually agree upon. On the Closing Date, the District will deliver or cause to be delivered the Certificate Documents and the other documents set forth in Section 4(e) hereof at the offices of Stradling Yocca Carlson & Rauth, a Professional Corporation, in Newport Beach, California, Special Counsel, or at such other place as shall have been mutually agreed upon by the Underwriter and the District.

The Certificates (bearing CUSIP numbers) shall be in fully registered form, initially registered in the name of Cede & Co., as nominee of DTC, and shall be subject to a book-entry system of registration and transfer as described in the Official Statement. The Certificates shall be made available to the Underwriter for purposes of inspection for a reasonable period prior to the Closing Date at the offices of Special Counsel, or at such other place as shall have been mutually agreed upon by the District and the Underwriter.

3. Covenants, Representations and Warranties of the District. The District hereby covenants, represents and warrants to the Underwriter that:

(a) The District is a school district duly organized and validly existing under the constitution and laws of the State of California. The District has all necessary power and authority and has taken all official actions necessary to execute and deliver the Official Statement and to execute, deliver and perform its duties under this Purchase Agreement and each of the Certificate Documents to which it is a party, and this Purchase Agreement and each of the Certificate Documents to which the District is a party has been duly authorized, executed and delivered by the District and, assuming the due authorization, execution and delivery by the other respective parties thereto, will constitute legally valid and binding obligations of the District enforceable against the District in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or limiting creditors' rights generally or principles of equity involving judicial discretion.

(b) The District is not in material breach of, or default under, any applicable constitutional provision, law or administrative rule or regulation of the State of California or the United States of America material to the conduct of its governmental or financial functions or any applicable judgment or decree or any loan agreement, indenture, bond, certificate, note, resolution or other agreement or instrument to which the District is a party or to which the District or any of its properties is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any of the foregoing; and the authorization, execution and delivery of this Purchase Agreement, the Certificate Documents to which the District is a party and the Certificates, and compliance with the provisions hereof and thereof, will not conflict with or constitute a material breach of or default under any constitutional provision, law, administrative rule or regulation, or any judgment, decree, license, permit, loan agreement, indenture, bond, certificate, note, resolution, agreement or other instrument to which the District (or any of its officers in their respective capacities as such) is subject or by which it or any of its properties is bound, nor will any such authorization, execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of its assets or properties or under the terms of any such law, regulation or instrument except as may be provided by the Certificates or the Certificate Documents.

(c) To the best knowledge of the District, there is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory entity having jurisdiction over the District required for the execution and delivery of this Purchase Agreement or the Certificate Documents to which the District is a party, or the execution and sale of the Certificates or the consummation by the District of the transactions contemplated herein, in the Official Statement or in the Certificate Documents, which has not been duly obtained or made on or prior to the date hereof.

(d) Except as described in the Preliminary Official Statement, at the time of execution hereof, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court or governmental or public entity pending or, to the best knowledge of the District, threatened against the District which affects or seeks to prohibit, restrain or enjoin the execution or delivery of the Certificates or the Certificate Documents, or contesting the validity of this Purchase Agreement, the Certificates or any of the Certificate Documents to which the District is party or the powers of the District to enter into or perform its obligations under this Purchase Agreement or the Certificate Documents to which it is a party or the existence or powers of the District, or which, if determined adversely to the District, would materially impair the District's ability to meet its obligations under the Lease Agreement or materially and adversely affect the District's financial condition.

(e) The financial statements of, and other financial information regarding the District, in the Official Statement fairly present the financial position and results of the District as of the dates and for the periods therein set forth. The District is not a party to any litigation or other proceeding pending or, to its knowledge, threatened which, if decided adversely to the District, would have a materially adverse effect on the financial condition of the District.

(f) The preparation and distribution of the Preliminary Official Statement and the Official Statement has been duly authorized by the District and the statements and information contained therein (except for statements and information regarding DTC, the Bond Insurer, the Insurance Policy and the Reserve Policy) are true and correct in all material respects and such statements and information do not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(g) The District agrees that, from the date hereof until the earlier of 25 days after the "end of the underwriting period" (as defined in Rule 15c2-12 promulgated under the Securities and Exchange Act of 1934, as amended) or the date when all of the Certificates have been sold by the Underwriter, if any event of which it has actual knowledge occurs as a result of which the information in the Official Statement as then in existence would include any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein not misleading, the District shall promptly prepare, or cooperate in the preparation of, an amendment or supplement to the Official Statement which will correct such statement or omission. The District shall advise the Underwriter promptly of any proposal to so amend or supplement the Official Statement and shall effect such amendment or supplement in a form and manner approved by the Underwriter. For the period of time that this paragraph remains operative, the District shall promptly advise the Underwriter of the commencement of any action, suit, proceeding, inquiry or investigation seeking to prohibit, restrain or otherwise affect the use of the Official Statement in connection with the offering, sale or distribution of the Certificates. Unless otherwise notified in writing by the Underwriter on the Closing Date that the end of the underwriting period shall be another specified date or that it has unsold Certificates, the end of the underwriting period shall be the Closing Date and the District shall have no further obligations under this paragraph.

(h) The proceeds from the sale to the Underwriter of the Certificates will be applied in the manner and for the purposes specified in the Trust Agreement.

(i) Any certificate signed by any official of the District and delivered in connection with the transactions contemplated by the Official Statement and this Purchase

Agreement shall be deemed to be a representation by the District to the Underwriter as to the statements made therein.

(j) The District agrees to cooperate with the Underwriter in endeavoring to qualify the Certificates for offer and sale under the securities or Blue Sky laws of such jurisdictions of the United States as the Underwriter may reasonably request; provided, however, that the District will not be required to consent to service of process in any such jurisdiction or to qualify as a foreign corporation in connection with any such qualification in any jurisdiction and that the Underwriter shall be solely responsible for the cost of such qualification.

(k) Between the date hereof and the Closing Date, without the prior written consent of the Underwriter, the District will not 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.

(l) At or prior to the Closing Date, 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 E.

4. Conditions to the Obligations of the Underwriter. The obligation of the Underwriter to accept delivery of and pay for the Certificates on the Closing Date shall be subject, at the option of the Underwriter, to the accuracy in all material respects of the representations, warranties and agreements on the part of the District contained herein as of the date hereof and as of the Closing Date, to the accuracy in all material respects of the statements of the officers and other officials of the District, the Corporation and the Trustee made in any certificates or other documents furnished pursuant to the provisions hereof or the Certificate Documents, and to the performance by the District, the Corporation and the Trustee of their respective obligations to be performed hereunder and the performance by the District under the Certificate Documents at or prior to the Closing Date, and to the following additional conditions:

(a) At the Closing Date, the Certificates, the Certificate Documents and the Official Statement shall have been duly authorized, executed and delivered by the respective parties thereto, in substantially the forms heretofore submitted to the Underwriter with only such changes as shall have been agreed to by the Underwriter, and said documents shall not have been amended, modified or supplemented, except as may have been agreed to by the Underwriter, and there shall have been taken in connection therewith, with the execution and delivery of the Certificates and with the transactions contemplated thereby and by this Purchase Agreement, all such actions as Stradling Yocca Carlson & Rauth, a Professional Corporation, Special Counsel, shall deem to be necessary and appropriate;

(b) The representations and warranties of the District contained in this Purchase Agreement shall be true, correct and complete in all material respects on the date hereof and on the Closing Date, as if made again on the Closing Date, and the Official Statement (as the same may be supplemented or amended with the written approval of the Underwriter) shall be true, correct and complete in all material respects and such information shall not contain any untrue statement of fact or omit to state any fact required to be stated therein or necessary to make the statements therein relating to the District, in light of the circumstances under which such statements were made, not misleading;

(c) No decision, ruling or finding shall have been entered by any court or governmental authority since the date of this Purchase Agreement (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 3(d) hereof or contesting in any way the completeness or accuracy of the Official Statement;

(d) Between the date hereof and the Closing Date, neither the market price nor marketability, at the initial offering prices set forth in the Official Statement, of the Certificates shall have been materially adversely affected, in the judgment of the Underwriter, 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 Tax Court of the United States, or an order, ruling, regulation (final, temporary or proposed) or official statement issued or made:

(i) by or on behalf of the Treasury Department of the United States or the Internal Revenue Service with the purpose or effect, directly or indirectly (except as described in the Official Statement), of imposing federal income taxation upon such interest as would be received by the owners of the Certificates, or

(ii) by or on behalf of the Securities and Exchange Commission, or any other governmental entity having jurisdiction of the subject matter, to the effect that obligations of the general character of the Certificates, or the Certificates, including any or all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended, or that the Trust Agreement is not exempt from qualification under the Trust Indenture Act of 1939, 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 of 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 or other national securities exchange, or any governmental entity, of any material restrictions not now in force with respect to the Certificates or obligations of the general character of the Certificates 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 entity having jurisdiction of the subject matter, issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Certificates, or the execution, delivery, offering or sale of the Certificates, including any or all underlying obligations, as contemplated hereby or by the Official Statement, is or would be in violation of the federal securities laws as then in effect;

(6) and amendment shall have been made to the federal or State Constitution or action by any federal or State court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the District, its property, income securities (or interest thereon) or the validity or enforceability of the levy of taxes to pay principal and interest with respect to the Certificates;

(7) the occurrence of any adverse change of a material nature of the financial condition, results of operation or properties of the District; or

(8) 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 material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(e) At or prior to the Closing Date, the Underwriter shall have received the following documents, in each case satisfactory in form and substance to the Underwriter:

(1) the Official Statement and each Certificate Document, duly executed and delivered by the respective parties thereto, with such amendments, modifications or supplements as may have been agreed to by the Underwriter;

(2) an unqualified approving opinion, dated the Closing Date and addressed to the District, of Stradling Yocca Carlson & Rauth, a Professional Corporation, Special Counsel, in substantially the form attached to the Official Statement as Appendix [C], and a letter of such counsel, dated the Closing Date and addressed to the Underwriter and the Trustee, to the effect that such opinion may be relied upon by the Underwriter and the Trustee to the same extent as of such opinion were addressed to such entities;

(3) the supplemental opinion, dated the Closing Date and addressed to the Underwriter, of Special Counsel, substantially to the effect that (i) this Purchase Agreement has been duly authorized, executed and delivered by the District and is a valid and binding agreement of the District enforceable in accordance with its 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 public agencies in the State of California; provided, however, that Special Counsel expresses no opinion as to indemnification, penalty, contribution, choice of law, choice of forum or waiver provisions contained therein; (ii) the Certificates are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Trust Agreement is exempt from qualification under the Trust Indenture Act of 1939, as amended, and (iii) the statements contained in the Official Statement under the captions ["INTRODUCTION," "THE CERTIFICATES," "SECURITY AND SOURCES OF PAYMENT FOR THE CERTIFICATES" and "TAX MATTERS," and in APPENDIX A — "SUMMARY OF PRINCIPAL LEGAL DOCUMENTS" and APPENDIX C — "PROPOSED FORM OF OPINION OF SPECIAL COUNSEL,"] insofar as such statements purport to summarize certain provisions of the Certificates, the Certificate Documents and Special Counsel's opinion concerning certain federal tax matters relating to the Certificates, are accurate in all material respects;

(4) reserved;

(5) an opinion of counsel to the District, in substantially the form of Exhibit A attached hereto, dated the Closing Date and addressed to the District, the Underwriter, the Trustee and the Bond Insurer, in form and substance satisfactory to Special Counsel and the Underwriter;

(6) an opinion of counsel to the Corporation, dated the Closing Date, addressed to the Corporation, the District, the Underwriter, the Trustee and the Bond Insurer, in form and substance satisfactory to Special Counsel, the Bond Insurer, the Trustee and the Underwriter;

(7) an opinion of the Counsel to the Bond Insurer, dated the Closing Date and addressed to the District, the Trustee and the Underwriter, in form and substance satisfactory to Special Counsel and the Underwriter;

(8) an opinion of in-house counsel to the Trustee, dated the Closing Date, addressed to the District, the Underwriter, and the Bond Insurer, in form and substance satisfactory to Special Counsel, the Underwriter and the Bond Insurer;

(9) a certificate of the Trustee dated the Closing Date, signed by a duly authorized officer of the Trustee, to the effect that (i) the Trustee is a national banking association organized and existing under and by virtue of the laws of the United States, having the full power and being qualified to enter into and perform its duties under the Trust Agreement and the Assignment Agreement and to execute and deliver the Certificates to the Underwriter pursuant to the Trust Agreement, (ii) when delivered to and paid for by the Underwriter on the Closing Date, the Certificates will have been duly executed and delivered by the Trustee, (iii) the execution and delivery of the Trust Agreement and the Assignment Agreement, and compliance with the provisions on the Trustee's part contained therein, will not conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree, material agreement or material instrument to which the Trustee is a party or is otherwise subject (except that no representation, warranty or agreement is made with respect to any federal or state securities or blue sky laws or regulations), nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or assets held by the Trustee pursuant to the lien created by the Trust Agreement under the terms of any such law, administrative regulation, judgment, decree, material agreement or material instrument, except as provided by the Trust Agreement, and (iv) to the knowledge of the Trustee, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental or public entity pending or threatened against the Trustee, affecting the existence of the Trustee, or the titles of its officers to their respective offices or seeking to prohibit, restrain or enjoin the execution and delivery of the Certificates, or in any way contesting or affecting the validity or enforceability of the Trust Agreement and the Assignment Agreement against the Trustee, or contesting the powers of the Trustee or its authority to enter into, adopt or perform its obligations under any of the foregoing to which it is a party, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Trust Agreement or the Assignment Agreement against the Trustee or the ability of the Trustee to perform its obligations thereunder;

(10) a certificate of the District, dated the Closing Date, signed by an authorized officer thereof, to the effect that (i) such official is authorized to execute and has executed

this Purchase Agreement and the Certificate Documents, (ii) the representations and warranties of the District contained in this Purchase Agreement and in the Certificate Documents to which it is a party are true and correct in all material respects as of the Closing Date as if made on the Closing Date, and (iii) to the best of the District's knowledge, no event affecting the District has occurred since the date of the Official Statement which either makes untrue or incorrect in any material respect as of the Closing Date the statements or information (except for statements and information regarding DTC, the Bond Insurer, the Insurance Policy or the Reserve Policy as to which no view is expressed) contained in the Official Statement or is not reflected in the Official Statement but should be reflected therein in order to make the statements and information (except for statements and information regarding DTC, the Bond Insurer, the Insurance Policy or the Reserve Policy as to which no view is expressed) therein not misleading in any material respect;

(11) a certificate of the Corporation, dated the Closing Date, signed by an authorized officer thereof, to the effect that (i) the Corporation is a nonprofit public benefit corporation duly organized and validly existing under the laws of the State of California, (ii) the Corporation has all necessary power and authority and has taken all official actions necessary to execute, deliver and perform its duties under each of the Certificate Documents to which it is a party, and each of the Certificate Documents to which the Corporation is a party has been duly authorized, executed and delivered by the Corporation and, assuming the due authorization, execution and delivery by the other respective parties thereto, will constitute legally valid and binding obligations of the Corporation enforceable against the Corporation in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or limiting creditors' rights generally or principles of equity involving judicial discretion, (iii) the Corporation is not in material breach of, or default under, any applicable constitutional provision, law or administrative rule or regulation of the State of California or the United States of America material to the conduct of its functions or any applicable judgment or decree or any loan agreement, indenture, bond, certificate, note, resolution or other agreement or instrument to which the Corporation is a party or to which the Corporation or any of its properties is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any of the foregoing; and the authorization, execution and delivery of the Certificate Documents to which the Corporation is a party, and compliance with the provisions thereof, will not conflict with or constitute a breach of or default under any constitutional provision, law, administrative rule or regulation, or any judgment, decree, license, permit, loan agreement, indenture, bond, certificate, note, resolution, agreement or other instrument to which the Corporation (or any of its officers in their respective capacities as such) is subject or by which it or any of its properties is bound, nor will any such authorization, execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of its assets or properties or under the terms of any such law, regulation or instrument except as may be provided by the Certificate Documents, (iv) there is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory entity having jurisdiction over the Corporation required for the execution and delivery of the Certificate Documents to which the Corporation is a party, or the consummation by the Corporation of the transactions contemplated in the Official Statement or in the Certificate Documents, which has not been duly obtained or made on or prior to the date hereof, (v) there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court or governmental or public entity pending or, to the best knowledge of the Corporation, threatened against the Corporation which affects or seeks to prohibit, restrain or enjoin the execution or delivery of the Certificates or any of the Certificate Documents, or contesting the validity of the Certificates or any of the Certificate Documents or the powers of the Corporation to enter into or

perform its obligations under the Certificate Documents to which it is a party or the existence or powers of the Corporation, and (vi) to the best of the Corporation's knowledge, no event affecting the Corporation has occurred since the date of the Official Statement which either makes untrue or incorrect in any material respect as of the Closing Date the statements or information regarding the Corporation contained in the Official Statement or is not reflected in the Official Statement but should be reflected therein in order to make the statements and information therein regarding the Corporation not misleading in any material respect;

(12) a certificate of the Bond Insurer, dated the Closing Date, signed by an authorized officer thereof as to such matters as the Underwriter may reasonably request;

(13) a certified copy of the resolution of the governing board of the District authorizing the execution and delivery of the Certificate Documents to which the District is a party and other matters pertaining thereto;

(14) a certified copy of the resolution of the governing board of the Corporation authorizing the execution and delivery of the Certificate Documents to which the Corporation is a party and other matters pertaining thereto;

(15) a certified copy of the general resolution of the Trustee authorizing the execution and delivery of the Certificate Documents to which the Trustee is a party;

(16) evidence that any ratings described in the Official Statement are in full force and effect as of the Closing Date;

(17) a tax certificate of the District in form and substance acceptable to Special Counsel;

(18) a copy of the report of final sale required to be delivered to the California Debt Advisory Commission pursuant to Section 8855(j) of the California Government Code;

(19) a copy of the "deemed final" certificate of the appropriate official of the District evidencing his determination respecting the Preliminary Official Statement in accordance with the Rule;

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

(21) evidence of arrangements for the issuance of a binder for an ALTA title insurance policy (with Western Regional Exceptions) providing the title insurance required by the Lease Agreement, in form and substance acceptable to the Bond Insurer and Special Counsel;

(22) a copy of the Insurance Policy issued by the Bond Insurer, which policy guarantees the payment when due of the principal and interest evidenced by the Certificates, and a copy of the Reserve Policy, both as described in the Official Statement; and

(23) such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter or Special Counsel may reasonably request to evidence compliance by the Trustee, the Bond Insurer, the Corporation and the District with legal

requirements, the truth and accuracy, as of the Closing Date, of the representations of the Trustee, the Bond Insurer, the Corporation and the District, and the due performance or satisfaction by the Trustee, the Bond Insurer, the Corporation and the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Trustee, the Bond Insurer, the Corporation and the District.

If the District shall be unable to satisfy the conditions to the Underwriter's obligations contained in this Purchase Agreement or if the Underwriter's obligations shall be terminated for any reason permitted herein, all obligations of the Underwriter hereunder may be terminated by the Underwriter at, or at any time prior to, the Closing Date by written notice to the District and the Underwriter nor the Corporation shall not have any further obligations hereunder, except with respect to the obligations of the District and the Underwriter under section 6 hereof.

5. 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 Date by persons and entities other than the District.

6. Fees and Expenses. Except as provided in the following paragraph, the District shall pay all costs and expenses incurred in connection with or relating to the execution and sale of the Certificates, including but not limited to: (a) all fees and expenses of Stradling Yocca Carlson & Rauth, a Professional Corporation, for services rendered as Special Counsel, (b) all expenses and costs of the District incident to the performance of its obligations hereunder and in connection with the authorization, execution and sale of the Certificates to the Underwriter, (c) the costs of printing the Preliminary Official Statement and the Official Statement, (d) the fees and expenses of the Trustee and its counsel, (e) the fees of Standard & Poor's for rating the Certificates, (f) the fees and expenses of the Bond Insurer, and (g) all other fees and expenses incident to the sale of the Certificates other than those to be paid by the Underwriter pursuant to the next paragraph.

The Underwriter shall pay the California Debt and Investment Advisory Commission and other regulatory bond fees and all other expenses incurred by the Underwriter in connection with the public offering and sale of the Certificates.

7. Survival of Certain Representations and Obligations. The agreements, covenants, representations, warranties and other statements of the District and its officials or officers set forth in or made pursuant to this Purchase Agreement shall survive delivery of and payment for the Certificates, regardless of any investigation, or statements as to the results thereof, made by or on behalf of the Underwriter.

8. Notices. All notices, certificates and other communications provided for hereunder shall be in writing and, if to the District, mailed, certified, return receipt requested, or delivered to it, addressed to it at:

Anaheim Union High School District
501 North Crescent Way
Anaheim, California 92801
Attention: Assistant Superintendent, Business Services

and if to the Underwriter, mailed, certified, return receipt requested, or delivered to it, addressed to it at:

[TO COME]

or such other address as shall be designated by any such party in a written notice to each of the other parties.

9. Survival of Representations, Warranties and Agreements. All representations, warranties and agreements in this Purchase Agreement shall remain operative and in full force and effect regardless of any investigation made by or on behalf of the Underwriter and shall survive the delivery of the Certificates hereunder.

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

11. Effectiveness. This Purchase Agreement shall become effective upon its execution by duly authorized officers of the Underwriter and the District and shall be valid and enforceable from and after the time of such execution.

12. Counterparts. This Purchase Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[UNDERWRITER]

By: _____
Authorized Representative

ACCEPTED:

**ANAHEIM UNION HIGH SCHOOL
DISTRICT**

By: _____
Assistant Superintendent for Business
Services

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

EXHIBIT A

**FORM OF OPINION
OF COUNSEL TO THE DISTRICT**

_____, 2017

Anaheim Union High School District
Anaheim, California

[Underwriter]

U.S. Bank National Association
Los Angeles, California

[Insurer]

Re: \$_____ Anaheim Union High School District 2017 Certificates of Participation

Ladies and Gentlemen:

We have acted as counsel to the Anaheim Union High School District (the "District") in connection with the execution and delivery of \$_____ aggregate principal amount of Anaheim Union High School District 2017 Certificates of Participation (the "Certificates").

In connection with rendering this opinion, we have examined documents, obtained certificates and undertaken other actions as we have determined necessary to render this opinion. We have examined the following documents: a Lease Agreement, dated as of _____ 1, 2017 (the "Lease"), by and between the District and the Anaheim UHSD Facilities Corporation (the "Corporation"); a Site Lease, dated as of _____ 1, 2017 (the "Site Lease"), by and between the District and the Corporation; a Trust Agreement, dated as of _____ 1, 2017 (the "Trust Agreement"), by and among U.S. Bank National Association, as trustee (the "Trustee"), the Corporation and the District; a Continuing Disclosure Certificate, dated _____, 2017 (the "Continuing Disclosure Certificate"), executed by the District; a Certificate Purchase Agreement, dated _____, 2017 (the "Purchase Agreement"), by and between the District and _____, as underwriter (the "Underwriter"); a resolution adopted by the District's Board of Trustees on _____, 2017 (the "Resolution"); an Official Statement, dated _____, 2017 (the "Official Statement"), which describes, among other things, the Certificates and the District; the Certificates; and the certificates and certifications of the District, the Trustee, the Corporation and others as to certain factual matters and such other documents and matters to the extent we deemed necessary to render the opinions set forth herein. Based on the foregoing and without having made independent inquiry, we are of the opinion that:

1. The District is a public agency of the State of California duly organized and validly existing under the Constitution and laws of the State of California with full legal right, power and authority to execute, deliver and perform all of its obligations under the Purchase Agreement, the Trust Agreement, the Lease Agreement, the Site Lease and the Continuing Disclosure Certificate (collectively, the "District Documents"), and to participate in the transactions contemplated by the Official Statement.

2. The Resolution was duly adopted at a meeting of the Board of Trustees of the District, which was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and the Resolution is in full force has not been modified, amended or rescinded.

3. The District Documents have been duly authorized, executed and delivered and, assuming due authorization, execution and delivery by the other parties thereto, constitute the legally valid and binding obligations of the District enforceable against the District in accordance with their respective terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforcement of Creditors' rights generally and by the application of equitable principles, if equitable remedies are sought.

4. There is no action, suit, proceeding, inquiry or investigation at law or in equity, before or by any court, government agency, public board or body, pending or, to our knowledge, threatened: (a) which would materially adversely affect the financial position of the District; (b) affecting, contesting or seeking to prohibit, restrain or enjoin the execution and delivery of the Certificates or in any way contesting or affecting the validity of or security of the Certificates or the District Documents or the consummation of the transactions contemplated thereby, or contesting the powers of the District or its authority to execute and deliver the District Documents or perform its obligations thereunder; or (c) contesting the completeness or accuracy of the Official Statement, or any supplement or amendment thereto or asserting that the Official Statement contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstance under which they were made, not misleading.

5. The District is not in material breach of or default under any applicable constitutional provision, law or administrative regulation of the State of California or the United States of America or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the District is a party or to which it or any of its property or assets is otherwise subject; no event has occurred or is continuing which with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any such instrument; and the execution and delivery by the District of the District Documents, and compliance with the provisions thereof, under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute on the part of the District a breach of or default under any agreement or other instrument to which the District is a party or by which it is bound or any existing law, regulation, court order or consent decree to which the District is subject.

6. No authorization, approval, consent or order of the State of California or any other governmental authority or agency within the State of California, other than the Board of Trustees of the District, is required for the valid authorization, execution and delivery by the District of the District Documents and the performance by the District of its obligations thereunder or for the approval of the Official Statement.

7. As of the date hereof, nothing has come to our attention causing us to believe that the information contained in the Official Statement relating to the District and under the headings [“INTRODUCTION — The District,” “THE DISTRICT,” “DISTRICT FINANCIAL MATTERS” and “ABSENCE OF MATERIAL LITIGATION”] (except for financial and statistical data included therein, as to which no opinion is expressed) as of its date or as of the date hereof contained any untrue statement of material fact or omitted 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.

Respectfully submitted,

[Counsel to the District]

EXHIBIT B

MATURITY SCHEDULE

<i>Maturity Date (September 1)</i>	<i>Amount</i>	<i>Rate</i>	<i>Yield</i>	<i>Price</i>
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Prepayment

Optional Prepayment. The Certificates maturing on or before September 1, _____, are not subject to prepayment prior to their respective maturity dates. The Certificates maturing on or after September 1, _____ may be prepaid before maturity at the option of the District, from any source of available funds, in whole, or in part, at the direction of the District, on any day on or after September 1, _____ at a prepayment price equal to the principal amount thereof, together with accrued interest to the date of prepayment, without premium.

Extraordinary Prepayment. The Certificates are subject to prepayment prior to their respective maturity dates on any date, in whole or in part, from Net Proceeds which the Trustee shall transfer to the Prepayment Fund as provided in the Lease at least 45 days prior to the date set for prepayment, at a prepayment price equal to the Principal Component of the Lease Payments to be prepaid, together with accrued interest to the date fixed for prepayment, without premium.

Mandatory Prepayment. The Certificates maturing on September 1, _____ are subject to mandatory prepayment in part, by lot, on September 1, _____, at a prepayment price equal to the principal amount thereof, together with accrued interest to the date fixed for prepayment, without premium. The principal amount represented by such Certificates to be so prepaid and the date therefor and the principal amount represented by such Certificates to be paid on the final principal payment date is as indicated in the following table:

Term Certificates Due on September 1, _____

Year
(September 1)

Principal Amount

(Maturity)

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate"), dated _____, 2017, is executed and delivered by the Anaheim Union High School District (the "Issuer") in connection with the execution and delivery of the Issuer's \$_____ 2017 Certificates of Participation (the "Certificates"). The Certificates are being executed and delivered pursuant to a Trust Agreement dated as of _____ 1, 2017 by and among the Issuer, the Anaheim UHSD Facilities Corporation, and U.S. Bank National Association (the "Trust Agreement"). The Issuer covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being entered into for the benefit of the Owners of the Certificates 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 Trust Agreement, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

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

"Disclosure Representative" shall mean either of the Superintendent or the Assistant Superintendent, Business Services 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, the Issuer, acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Issuer and there 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.

"Official Statement" shall mean the Official Statement for the Certificates dated _____, 2017.

"Participating Underwriter" shall mean _____ as the original purchaser of the Certificates.

"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 nine months after the end of the Issuer's fiscal year (which is March 31, based on fiscal year ending June 30), commencing with the report for the fiscal year ending June 30, 2017, provide to the MSRB an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. The first Annual Report shall consist of the Official Statement. 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 of a change in the fiscal year dates. The Issuer shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by it hereunder. The Dissemination Agent may conclusively rely upon such certification of the Issuer and shall have no duty or obligation to review such Annual Report.

(b) If the Dissemination Agent is other than the Issuer, 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) 1. The audited financial statements of the Issuer for the prior fiscal year, 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 Issuer's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

2. Average daily attendance for the last completed fiscal year.

3. The adopted budget of the Issuer for the current fiscal year and, if available, the First Interim Report for the current fiscal year.

(b) 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 Certificates 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 Certificates, 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 Certificates or other material events affecting the tax status of the Certificates;
- (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 Certificates;
- (6) notices of prepayment; and
- (7) release, substitution or sale of property securing repayment of the Certificates.

(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 Certificates pursuant to the Trust Agreement. 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 Certificates. If such termination occurs prior to the final maturity of the Certificates, 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 (if other than the Issuer) 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 Certificates, upon obtaining consent of Owners at least 25% in aggregate principal of the Certificates 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 Certificates then outstanding or the 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 Certificates 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 Trust Agreement, 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. 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 Certificate 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 Certificates. 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 Certificates, 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 Services
Anaheim Union High School District
501 North Crescent Way
Anaheim, CA 92803

ANAHEIM UNION HIGH SCHOOL DISTRICT

By: _____
Superintendent

NEW ISSUE
FULL BOOK-ENTRY

S&P Insured Rating: “_”
S&P Underlying Rating: “_”
See “RATINGS” herein

In the opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California, Special Counsel, under existing statutes, regulations, rulings and judicial decisions, and assuming certain representations and compliance with certain covenants and requirements described herein, the interest (and original issue discount) with respect to the Certificates is excluded from gross income for federal income tax purposes. In the further opinion of Special Counsel, such interest (and original issue discount) is exempt from State of California personal income tax. Special Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of, or the accrual or receipt of interest with respect to, the Certificates. See “LEGAL MATTERS—Tax Matters” herein with respect to tax consequences relating to the Certificates.



\$____,____,000*

2017 CERTIFICATES OF PARTICIPATION

Evidencing the Fractional Interests of the Owners Thereof In Lease Payments to be Made by the
ANAHEIM UNION HIGH SCHOOL DISTRICT
(Orange County, California)

DATED: Date of Delivery

DUE: September 1, as shown on the inside cover

The Anaheim Union High School District 2017 Certificates of Participation (the “Certificates”) are being executed and delivered by the Anaheim Union High School District (the “District”) to (i) finance the costs of acquiring, constructing, installing and equipping certain improvements to sites and facilities owned by the District and (ii) pay certain delivery costs of the Certificates, including premiums for a municipal bond insurance policy and debt service reserve insurance policy. See “PLAN OF FINANCE” herein.

The Certificates evidence fractional interests of the registered owners thereof in Lease Payments to be made by the District to Anaheim UHSD Facilities Corporation (the “Corporation”) for the use and occupancy of certain real property (the “Property”), as described herein, under and pursuant to a lease agreement dated February 1, 2017 between the District and the Corporation (the “Lease”). The Corporation has assigned its right to receive Lease Payments from the District under the Lease and its right to enforce payment of the Lease Payments when due or otherwise protect its interest in the event of a default by the District thereunder to U.S. Bank National Association as trustee (the “Trustee”) for the benefit of the registered owners of the Certificates. See “THE PROPERTY” herein and “APPENDIX A—SUMMARY OF PRINCIPAL LEGAL DOCUMENTS” attached hereto.

The Certificates will be executed and delivered in book-entry form only, and will be initially executed and registered in the name of Cede & Co., or its registered assigns, as nominee of The Depository Trust Company (“DTC”). Purchasers of the Certificates (the “Beneficial Owners”) will not receive physical certificates representing their interest in the Certificates. See “APPENDIX F—BOOK-ENTRY SYSTEM” attached hereto. Interest with respect to the Certificates is payable semiannually on March 1 and September 1 of each year, commencing September 1, 2017. The Certificates are subject to prepayment prior to maturity as described herein. See “THE CERTIFICATES—Prepayment Provisions” herein.

The District has covenanted in the Lease to make all Lease Payments due under the Lease, subject to abatement during any period in which by reason of damage, destruction, title defect or taking by eminent domain or condemnation with respect to any portion of the Property there is substantial interference with the District’s right to use and possession of such portion of the Property. The District has covenanted in the Lease to take such action as may be necessary to include all Lease Payments in its annual budgets and to make the necessary annual appropriations for all such Lease Payments. See “SPECIAL RISK FACTORS” herein.

The obligation of the District to make Lease Payments does not constitute an obligation of the District for which the District is obligated to levy or pledge any form of taxation. Neither the Certificates nor the obligation of the District to make Lease Payments under the Lease constitutes a debt or indebtedness of the Corporation, the District, the State of California or any political subdivision thereof within the meaning of any Constitutional or statutory debt limitation or restriction or an obligation for which the Corporation or the District is obligated to levy or pledge any form of taxation.

The scheduled payment of principal of and interest with respect to the Certificates when due will be guaranteed under a municipal bond insurance policy to be issued concurrently with the delivery of the Certificates by _____. See “BOND INSURANCE” herein and “APPENDIX E—SPECIMEN MUNICIPAL BOND INSURANCE POLICY” attached hereto.

THIS COVER PAGE CONTAINS CERTAIN INFORMATION FOR GENERAL REFERENCE ONLY. IT IS NOT A SUMMARY OF ALL PROVISIONS OF THE CERTIFICATES. PROSPECTIVE INVESTORS MUST READ THE ENTIRE OFFICIAL STATEMENT TO OBTAIN INFORMATION ESSENTIAL TO THE MAKING OF AN INFORMED INVESTMENT DECISION. CAPITALIZED TERMS USED ON THIS COVER PAGE NOT OTHERWISE DEFINED WILL HAVE THEIR MEANINGS SET FORTH HEREIN.

MATURITY SCHEDULE

See Inside Cover

The Certificates are being purchased for re-offering by _____ as Underwriter of the Certificates. The Certificates will be offered when, as and if executed and delivered and received by the Underwriter, subject to the approval as to their legality by Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California, Special Counsel. It is anticipated that the Certificates, in definitive form, will be available for delivery through the facilities of DTC on or about February 2, 2017.

This Official Statement is dated _____, 2017.

* Preliminary; subject to adjustment.

The information contained in this Preliminary Official Statement has been deemed by the District to be final as of the date hereof; however, the information contained herein is subject to completion or amendment. These securities may not be sold, nor may offers to buy be accepted, prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of these securities, in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.

\$____,____,000*

ANAHEIM UNION HIGH SCHOOL DISTRICT
(ORANGE COUNTY, CALIFORNIA)
2017 CERTIFICATES OF PARTICIPATION

MATURITY SCHEDULE

Maturity Date September 1	Principal Amount*	Coupon Interest Rate	Reoffering Yield	Price	CUSIP+
2017	\$____,____	____%	____%	____%	032594 ____
2018	____,____	____	____	____	032594 ____
2019	____,____	____	____	____	032594 ____
2020	____,____	____	____	____	032594 ____
2021	____,____	____	____	____	032594 ____
2022	____,____	____	____	____	032594 ____
2023	____,____	____	____	____	032594 ____
2024	____,____	____	____	____	032594 ____
2025	____,____	____	____	____	032594 ____
2026	____,____	____	____	____	032594 ____
2027	____,____	____	____	____	032594 ____
2028	____,____	____	____	____	032594 ____
2029	____,____	____	____	____	032594 ____
2030	____,____	____	____	____	032594 ____
2031	____,____	____	____	____	032594 ____
2032	____,____	____	____	____	032594 ____
2033	____,____	____	____	____	032594 ____
2034	____,____	____	____	____	032594 ____
2035	____,____	____	____	____	032594 ____
2036	____,____	____	____	____	032594 ____
2037	____,____	____	____	____	032594 ____
2038	____,____	____	____	____	032594 ____
2039	____,____	____	____	____	032594 ____
2040	____,____	____	____	____	032594 ____
2041	____,____	____	____	____	032594 ____

* Preliminary; subject to adjustment.

+ CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed by S&P Capital IQ on behalf of The American Bankers Association. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Services. Neither the District nor the Underwriter is responsible for the selection or correctness of the CUSIP numbers set forth herein.

Use of Official Statement. This Official Statement is submitted with respect to the sale of the Certificates referred to herein and may not be reproduced or used, in whole or in part, for any other purpose. This Official Statement is not to be construed as a contract with the purchasers of the Certificates.

No Securities Laws Registration. The Certificates have not been registered under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, in reliance upon exceptions therein for the issuance and sale of municipal securities. The Certificates have not been registered or qualified under the securities law of any state.

No Unlawful Offers of Solicitations. This Official Statement does not constitute an offer to sell nor the solicitation of an offer to buy nor shall there be any sale of the Certificates by a person in any jurisdiction in which it is unlawful for such person to make an offer, solicitation or sale.

No Offering Except by This Official Statement. No dealer, broker, salesperson or other person has been authorized by the District to give any information or to make any representations, other than those contained herein, and if given or made, such other information or representations must not be relied upon as having been authorized by the District.

Information in Official Statement. The information set forth herein has been furnished by the District, and other sources that are believed to be reliable, but is not guaranteed as to accuracy or completeness. The information and expressions of opinion herein are subject to change without notice and neither delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the District since the date hereof.

Estimates and Projections. Certain statements included or incorporated by reference in this Official Statement constitute “forward-looking statements” within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as “plan,” “expect,” “estimate,” “project,” “budget” or similar words. The achievement of certain results or other expectations contained in such forward-looking statements involves known and unknown risks, uncertainties and other factors which may cause actual results, performance or achievements described to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. The District does not plan to issue any updates or revisions to those forward-looking statements if or when its expectations or events, conditions or circumstances on which such statements are based change.

Website. The District maintains a website; however, the information presented there is not a part of this Official Statement and should not be relied upon in making an investment decision with respect to the Certificates.

Statement of Underwriter. The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities under federal securities laws, as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

Stabilization of and Changes to Offering Prices. In connection with the offering, the Underwriter may over-allot or effect transactions that stabilize or maintain the market price of the Certificates offered hereby at a level above that which might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time. The Underwriter may offer and sell the Certificates to certain dealers, institutional investors, banks or others at prices lower or higher than the public offering prices stated on the inside cover page hereof and said public offering prices may be changed from time to time by the Underwriter.

Bond Insurance. _____ (“Insurer”) makes no representation regarding the Certificates or the advisability of investing in the Certificates. In addition, Insurer has not independently verified, makes no representation regarding, and does not accept any responsibility for the accuracy or completeness of this Official Statement or any information or disclosure contained herein, or omitted herefrom, other than with respect to the accuracy of the information regarding Insurer, supplied by Insurer and presented under the heading “BOND INSURANCE” herein and “APPENDIX E—SPECIMEN MUNICIPAL BOND INSURANCE POLICY” attached hereto.

\$ __, ____, 000^{*}
ANAHEIM UNION HIGH SCHOOL DISTRICT
(ORANGE COUNTY, CALIFORNIA)
2017 CERTIFICATES OF PARTICIPATION

DISTRICT BOARD OF TRUSTEES

Annemarie Randle-Trejo, President
Anna L. Piercy, Clerk
Katherine H. Smith, Assistant Clerk
Brian O'Neal, Member
Al Jabbar, Member

DISTRICT ADMINISTRATION

Michael B. Matsuda, Superintendent
Jennifer Root, Assistant Superintendent, Business Services
Jaron E. Fried, Ed.D., Assistant Superintendent, Educational Services
Brad Jackson, Assistant Superintendent, Human Resources

Anaheim Union High School District
501 North Crescent Way
Anaheim, California 92801
(714) 999-3511

MUNICIPAL ADVISOR

Government Financial Strategies inc.
1228 N Street, Suite 13
Sacramento, California 95814
(916) 444-5100

SPECIAL COUNSEL

Stradling Yocca Carlson & Rauth, a Professional Corporation
660 Newport Center Drive, Suite 1600
Newport Beach, California 92660
(949) 725-4000

TRUSTEE

U.S. Bank National Association
633 West Fifth Street, 24th Floor
Los Angeles, California 90071
(213) 615-6051

^{*} Preliminary; subject to adjustment.

\$ __, ____, 000 *

ANAHEIM UNION HIGH SCHOOL DISTRICT
(ORANGE COUNTY, CALIFORNIA)
2017 CERTIFICATES OF PARTICIPATION

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OFFICIAL STATEMENT

\$ __, ____, 000*

2017 CERTIFICATES OF PARTICIPATION

Evidencing the Fractional Interests of the Owners Thereof in Lease Payments to be Made by the
ANAHEIM UNION HIGH SCHOOL DISTRICT
(ORANGE COUNTY, CALIFORNIA)
As the Rental for Certain Property Pursuant to a Lease with the
ANAHEIM UHSD FACILITIES CORPORATION

INTRODUCTORY STATEMENT

The purpose of this Official Statement, which includes the cover page, inside cover page, table of contents and attached appendices (the "Official Statement"), is to provide certain information concerning the sale and delivery of the Anaheim Union High School District 2017 Certificates of Participation (the "Certificates").

This INTRODUCTORY STATEMENT is not a summary of this Official Statement. It is only a brief description of and guide to this Official Statement. This INTRODUCTORY STATEMENT is qualified by more complete and detailed information contained in the entire Official Statement, including the cover page, inside cover page and appendices attached hereto, and the documents summarized or described herein. A full review of the entire Official Statement should be made by prospective investors in the Certificates. The offering of the Certificates to potential investors is made only by means of the entire Official Statement.

The District

Anaheim Union High School District (the "District"), a political subdivision of the State of California (the "State") established in 1898, occupies approximately 46 square miles in Orange County (the "County"). The District operates 21 schools serving approximately 31,000 students in seventh through twelfth grade. A five-member Board of Trustees (the "District Board") governs the District. See "THE DISTRICT" and "DISTRICT FINANCIAL INFORMATION" herein.

The Corporation

Anaheim UHSD Facilities Corporation (the "Corporation") is a non-profit public benefit corporation duly organized and existing under the laws of the State. The Corporation was previously established for the purpose of providing financial assistance to the District, including acquiring, constructing and developing certain facilities for the use and benefit of the public. The Corporation has no liability to the owners of the Certificates.

Purpose of Issue

The Certificates are being executed and delivered by the District in the aggregate principal amount of \$ __, ____, 000* to (i) finance the construction of and improvement upon certain real property of the District and (ii) pay certain delivery costs of the Certificates, including the premiums for a municipal bond insurance policy and debt service reserve insurance policy. Proceeds from the sale and delivery of the Certificates will be deposited into the funds and accounts as established under a trust agreement dated February 1, 2017 (the "Trust Agreement") by and among the District, the Corporation and the U.S. Bank National Association ("Trustee"). See "PLAN OF FINANCE" herein and "APPENDIX A—SUMMARY OF PRINCIPAL LEGAL DOCUMENTS" attached hereto.

* Preliminary; subject to adjustment.

Authority for Delivery

The Certificates are executed and delivered pursuant to the provisions of the California Government Code (the “Government Code”) and other applicable law, and pursuant to a resolution adopted by the District on November 10, 2016 (the “Resolution”) and the Trust Agreement. The Certificates evidence fractional interests of the registered owners thereof (the “Registered Owners”) in lease payments (the “Lease Payments”) to be made by the District as the rental for the use and possession of certain property (the “Property,” described herein), leased from the Corporation pursuant to a lease agreement dated February 1, 2017 (the “Lease”). See “THE PROPERTY” herein and “APPENDIX A—SUMMARY OF PRINCIPAL LEGAL DOCUMENTS—THE LEASE” attached hereto.

Form and Registration

The Certificates are executed and delivered as fully registered Certificates, without coupons, in book-entry form only, and are initially executed and delivered and registered in the name of Cede & Co., or its registered assigns, as nominee of The Depository Trust Company (“DTC”). Payments of the principal of and interest with respect to the Certificates will be made by the Trustee to DTC for subsequent disbursement to the Beneficial Owners (as defined herein). See “APPENDIX F—BOOK-ENTRY SYSTEM” attached hereto.

Payment of Principal and Interest

The Certificates are dated their date of delivery and mature on September 1 in each of the years and in the amounts set forth on the inside cover page hereof. The Certificates are executed and delivered in denominations of \$5,000 principal amount or any integral multiple thereof. Interest with respect to the Certificates is computed on the basis of a 360-day year comprised of twelve 30-day months and is payable on March 1 and September 1 of each year, commencing September 1, 2017. The Certificates are subject to prepayment prior to maturity. See “THE CERTIFICATES” herein.

Security and Source of Repayment

Under the terms of a site lease dated February 1, 2017 between the District and the Corporation (the “Site Lease”), the District will lease the Property to the Corporation. Under the terms of the Lease, the District will lease back the Property from the Corporation and is required (i) to pay Lease Payments from any source of legally available funds for the use and possession of the Property, which amounts are sufficient in both time and aggregate amount to pay the principal of and interest with respect to the Certificates, (ii) to replenish the Reserve Fund (as defined herein) as may be required (“Reserve Replenishment Rent”) and (iii) to pay the fees, costs and expenses of the Corporation and the Trustee, and amount due to the issuer of the bond insurance policy and debt service reserve insurance policy under such policies and any associated costs (the “Additional Payments”) in performance of the Lease and Trust Agreement.

Pursuant to the terms of an assignment agreement dated February 1, 2017 between the Corporation and the Trustee (the “Assignment Agreement”), the Corporation will assign to the Trustee, for the benefit of the Registered Owners of the Certificates, substantially all of its rights under the Lease and the Site Lease, including its rights to receive and collect Lease Payments, Reserve Replenishment Rent and Prepayments from the District under the Lease and rights as may be necessary to enforce payment of Lease Payments, Reserve Replenishment Rent and Prepayments and to exercise all rights and remedies under the Lease following a default. All rights assigned by the Corporation pursuant to the Assignment Agreement will be administered by the Trustee in accordance with the provisions of the Trust Agreement. See “THE CERTIFICATES—Sources of Payment of the Certificates” herein.

Special Risk Factor—Abatement

The District has covenanted under the Lease to take such action as may be necessary to include all Lease Payments, Reserve Replenishment Rent and Additional Payments in its annual budgets and make the necessary annual appropriations therefor, subject to abatement due to damage, destruction, title defect or taking by eminent domain or condemnation with respect to any portion of the Property there is substantial interference with the District’s right to use and possession of such portion of the

Property. See “SPECIAL RISK FACTORS—Abatement” herein and “APPENDIX A—SUMMARY OF PRINCIPAL LEGAL DOCUMENTS-THE LEASE” attached hereto.

Neither the Certificates nor the obligation of the District to make Lease Payments under the Lease constitutes a debt or indebtedness of the Corporation, the District, the State or any political subdivision thereof within the meaning of any Constitutional or statutory debt limitation or restriction or an obligation for which the Corporation or the District is obligated to levy or pledge any form of taxation.

Bond Insurance

The scheduled payment of principal of and interest with respect to the Certificates when due will be guaranteed under a municipal bond insurance policy (the “Policy”) to be issued concurrently with the delivery of the Certificates by _____ (“Insurer”). See “BOND INSURANCE” herein and “APPENDIX E—SPECIMEN MUNICIPAL BOND INSURANCE POLICY” attached hereto.

Debt Service Reserve Insurance

The District has elected to purchase from Insurer a debt service reserve insurance policy (the “Reserve Policy”) to satisfy the initial reserve requirement for the Certificates. See “THE CERTIFICATES—Reserve Fund” herein.

Tax Matters

In the opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California (“Special Counsel”), under existing statutes, regulations, rulings and judicial decisions, and assuming certain representations and compliance with certain covenants and requirements described herein, the interest (and original issue discount) with respect to the Certificates is excluded from gross income for federal income tax purposes. In the further opinion of Special Counsel, such interest (and original issue discount) is exempt from State personal income tax. Special Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of, or the accrual or receipt of interest with respect to, the Certificates. See “LEGAL MATTERS—Tax Matters” herein. A complete copy of the proposed opinion of Special Counsel is included with this Official Statement. See “APPENDIX D—FORM OF OPINION OF SPECIAL COUNSEL” attached hereto.

Continuing Disclosure

The District will covenant for the benefit of the Registered Owners and Beneficial Owners (as defined herein) to make available certain financial information and operating data relating to the District and to provide notices of the occurrence of certain enumerated events in compliance with Securities and Exchange Commission (the “SEC”) Rule 15c2-12(b)(5). The specific nature of the information to be made available and of the notices of certain enumerated events are set forth in “APPENDIX C—FORM OF CONTINUING DISCLOSURE CERTIFICATE” attached hereto. See also “CONTINUING DISCLOSURE” herein.

Professionals Involved

Government Financial Strategies inc., Sacramento, California, has acted as municipal advisor (the “Municipal Advisor”) to the District with respect to the sale and delivery of the Certificates. See “MUNICIPAL ADVISOR” herein. All proceedings in connection with the sale and delivery of the Certificates are subject to the approving legal opinion of Stradling Yocca Carlson & Rauth, Special Counsel to the District with respect to the Certificates. U.S. Bank National Association will act as trustee, registrar, and transfer agent with respect to the Certificates. Stradling Yocca Carlson & Rauth, Special Counsel, and U.S. Bank National Association will receive compensation contingent upon the execution and delivery of the Certificates.

Other Information

This Official Statement may be considered current only as of its dated date affixed to the cover page hereof, and the information contained herein is subject to change. Brief descriptions of the Certificates, the security for the Certificates and the District are included in this Official Statement, together with summaries of certain provisions relating to the Site Lease, the Lease, the

Assignment Agreement and the Trust Agreement (collectively, the "Legal Documents"). Such descriptions do not purport to be comprehensive or definitive, and all references made herein to the Legal Documents approved by the District are qualified in their entirety by reference to such document, and all references herein to the Certificates are qualified in their entirety by reference to the form thereof included in the Legal Documents.

Information concerning this Official Statement, the Certificates, the District, the Legal Documents or any other information relating to the sale and delivery of the Certificates is available for public inspection and may be obtained by contacting the Anaheim Union High School District, 501 North Crescent Way, Anaheim, California 92801, telephone (714) 999-3511, Attention: Assistant Superintendent, Business Services, or by contacting the Municipal Advisor, Government Financial Strategies inc., 1228 N Street, Suite 13, Sacramento, California 95814-5609, telephone (916) 444-5100.

THE CERTIFICATES

Amount and Purpose of the Certificates

The Certificates are being executed and delivered in the principal amount of \$____,____,000* to (i) finance the costs of acquiring, constructing, installing and equipping certain improvements to sites and facilities owned by the District (the "Project") and (ii) pay certain delivery costs of the Certificates, including the premiums for the Policy and the Reserve Policy. See "PLAN OF FINANCE" herein.

Form and Registration

The Certificates are dated their date of delivery and are executed and delivered as fully registered certificates, without coupons, in book-entry form only. Pursuant to the Trust Agreement, the Trustee will keep and maintain for and on behalf of the District at the Trustee's principal office, books (the "Certificate Register") for recording the Registered Owners, the transfer, exchange, and replacement of the Certificates, and the payment of the principal of and interest with respect to the Certificates to the Registered Owners. All transfers, exchanges, and replacement of the Certificates will be noted in the Certificate Register.

The Certificates will be initially executed and delivered and registered in the name of Cede & Co., or its registered assigns, as nominee of DTC. Purchases of Certificates under the DTC book-entry system must be made by or through a DTC participant, and ownership interests in Certificates will be recorded as entries on the books of said participants. Except in the event that use of this book-entry system is discontinued for the Certificates, purchasers of the Certificates (the "Beneficial Owners") will not receive physical certificates representing their ownership interests in the Certificates. See "APPENDIX F—BOOK-ENTRY SYSTEM" attached hereto.

So long as the Certificates are registered in the name of Cede & Co., or its registered assigns, as nominee for DTC, references in this Official Statement to the Registered Owners shall mean Cede & Co., or its registered assigns, and shall not mean the purchasers or Beneficial Owners of the Certificates.

Payment of Principal and Interest

The Certificates are executed and delivered in denominations of \$5,000 principal amount, or any integral multiple thereof, and mature on September 1 in each of the years and in the amounts set forth on the inside cover page hereof. Interest with respect to the Certificates is payable on March 1 and September 1 of each year (each, a "Certificate Payment Date"), commencing September 1, 2017. Interest with respect to the Certificates is computed on the basis of a 360-day year comprised of twelve 30-day months.

The principal of the Certificates is payable in lawful money of the United States of America by wire transfer on each principal and prepayment date to Cede & Co., or its registered assigns, so long as Cede & Co., or its registered assigns, is the sole Registered Owner, or if the book-entry system is no longer in use, to the Registered Owner thereof upon surrender thereof at the principal office of the Trustee.

* Preliminary; subject to adjustment.

Interest with respect to the Certificates is payable in lawful money of the United States of America by wire transfer on each Certificate Payment Date to Cede & Co., or its registered assigns, so long as Cede & Co., or its registered assigns, is the sole Registered Owner. In the event the book-entry system is no longer in use, interest with respect to each Certificate due on any Certificate Payment Date is payable by check of the Trustee mailed to the Registered Owner thereof at the address shown in the Certificate Register as of the close of business on the fifteenth day of the month preceding such Certificate Payment Date (the "Record Date"); or, at the option of any Registered Owner in an aggregate principal amount of \$1,000,000 or more evidenced by the written request of such Registered Owner to the Trustee, payable to such Registered Owner by wire transfer to the bank and account number within the United States on file with the Trustee as of the Record Date.

Transfer and Exchange

If the book-entry system as described herein is no longer used with respect to the Certificates, the provisions in the Trust Agreement summarized below will govern the transfer and exchange of the Certificates.

Any Certificate may, in accordance with its terms, be transferred upon the Certificate Register by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Certificate for cancellation at the principal office of the Trustee accompanied by delivery of a written instrument of transfer in a form acceptable to the Trustee, duly executed. Whenever any Certificate or Certificates are surrendered for transfer, the Trustee will execute and deliver a new Certificate or Certificates of the same series, maturity and interest rate, for like aggregate principal amount in authorized denominations. The Trustee may require the payment by the Registered Owner requesting such transfer of any tax or other governmental charge required to be paid with respect to such exchange. The cost of printing Certificates and any services rendered or expenses incurred by the Trustee in connection with any transfer and exchange will be paid by the District.

Certificates may be exchanged at the principal office of the Trustee for a like aggregate principal amount of Certificates of other authorized denominations of the same maturity and interest rate. The Trustee may require the payment by the Registered Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange. All Certificates surrendered for transfer or exchange will be cancelled and destroyed by the Trustee and will not be redelivered.

The Trustee will not be obligated to transfer or exchange any Certificate during the period in which it is selecting Certificates for prepayment, or after notice of prepayment has been given.

Prepayment Provisions

Optional Prepayment. The Certificates maturing on or before September 1, 2026 are not subject to optional prepayment prior to their respective maturity dates. The Certificates maturing on or after September 1, 2027 are subject to optional prepayment prior to their respective maturity dates on any date on or after September 1, 2026, in whole or in part, at the option of the District, from any lawfully available source of funds, at a prepayment price equal to the principal component of the Lease Payments to be prepaid, plus accrued interest to the date fixed for prepayment, without premium.

Mandatory Prepayment. The Certificate maturing by its term on September 1, 20__ (the "20__ Term Certificate") is subject to mandatory prepayment in part, by lot, on September 1 in the years and in the amounts set forth in the following table, together with accrued interest to the date fixed for prepayment, without premium.

Mandatory Payments
\$_____ 20__ Term Certificate

September 1	Principal Amount
20__	\$_____
20__	\$_____ ¹

¹Indicates maturity of the \$_____ 20__ Term Certificate.

Extraordinary Prepayment From Net Proceeds of Insurance and Condemnation. The Certificates are subject to prepayment prior to their respective maturity dates on any date, in whole or in part, from proceeds of any insurance, performance bonds or taking by eminent domain or condemnation paid with respect to the Property remaining after payment therefrom of any expenses

(including attorneys' fees) incurred in the collection thereof ("Net Proceeds") which the Trustee transfers to the Prepayment Fund as provided in the Lease at least 45 days prior to the date set for prepayment, at a prepayment price equal to the principal component of the Lease Payments to be prepaid, together with accrued interest to the date fixed for prepayment, without premium.

Selection of Certificates for Prepayment. Whenever provision is made for the optional prepayment of Certificates and less than all outstanding Certificates are called for optional prepayment, the Trustee will select Certificates for optional prepayment, from among maturities selected by the District and by lot within any maturity. For extraordinary prepayment of the Certificates, the Trustee will select Certificates for prepayment *pro rata* among maturities of all outstanding Certificates and by lot within any maturity.

Notice of Prepayment. So long as DTC is the Registered Owner, all notices will be provided only to DTC as the Registered Owner, and will not be mailed by the Trustee to the Beneficial Owners of the Certificates. See "APPENDIX F—BOOK-ENTRY SYSTEM" attached hereto.

Notice of prepayment will be mailed by first-class mail, postage prepaid, not less than 30 nor more than 60 days before the prepayment date, to the respective Registered Owners designated for prepayment at their addresses appearing on the Certificate Register, or, so long as the Certificates are held by DTC, or its nominee, in such manner as is approved by DTC; provided that neither failure to receive such notice nor any defect in any notice so delivered will affect the sufficiency of the proceedings for prepayment. In addition, a copy of such notice of prepayment will be sent to the Municipal Securities Rulemaking Board (the "MSRB") through its Electronic Municipal Market Access System ("EMMA"). Neither failure to send such notice nor any defect in any notice so sent will affect the sufficiency of the proceedings for the prepayment of the Certificates. Such notice will specify: (a) the prepayment date, (b) the prepayment price, (c) if less than all of the outstanding Certificates are to be prepaid, the Certificate numbers (and in the case of partial prepayment, the respective principal amounts), (d) the CUSIP numbers of the Certificates to be prepaid, (e) the place or places where the prepayment will be made, (f) the original date of execution and delivery of the Certificates, (g) the rate of interest payable with respect to each Certificate being prepaid, (h) any other descriptive information regarding the Certificates needed to identify accurately the Certificates being prepaid, and (i) if the notice is conditional, a statement to that effect. Such notice will further state that on the specified date there shall become due and payable upon each Certificate to be prepaid, the portion of the principal amount of such Certificate to be prepaid, together with interest accrued to said date and that from and after such date, provided that moneys therefor have been deposited with the Trustee, interest with respect thereto shall cease to accrue and be payable.

Effect of Prepayment. Notice of prepayment having been given to the Registered Owners in accordance with the Trust Agreement, and the moneys for the prepayment (including the interest to the applicable date of prepayment) having been set aside in the prepayment fund held by the Trustee (the "Prepayment Fund"), the Certificates shall become due and payable on the date of prepayment, and upon presentation and surrender thereof at the principal office of the Trustee, said Certificates shall be paid at the prepayment price with respect thereto, plus interest accrued and unpaid to said date of prepayment.

If, on the date of prepayment, moneys for the prepayment of all the Certificates to be prepaid, together with interest to the date of prepayment, is held by the Trustee so as to be available therefor on such date of prepayment, and, if notice of prepayment thereof has been given as provided in the Trust Agreement, then, from and after the date of prepayment, interest with respect to the Certificates to be prepaid will cease to accrue and become payable. All moneys held by or on behalf of the Trustee for the prepayment of Certificates will be held in trust for the account of the Registered Owners of the Certificates so to be prepaid, without liability for interest thereon.

Lease Payments

Subject to the provisions of the Lease regarding abatement in the event of loss of use and possession of any portion of the Property (see "RISK FACTORS—Abatement" herein) and prepayment of Lease Payments (see "—Prepayment Provisions" above), the District agrees to pay to the Corporation, its successors and assigns, as annual rental for the use and possession of the Property, the Lease Payments to be due and payable on March 1 and September 1 of each year. Under the Lease, the District is required to deposit the Lease Payments with the Trustee for deposit in a special fund (the "Lease Payment Fund") on February 15 and August 15 of each year, or, if such day is not a business day, the next succeeding business day (each, a "Lease Payment Deposit Date").

Any amounts held in the Lease Payment Fund on any Lease Payment Deposit Date (other than amounts received by the Trustee under the Policy, amounts resulting from the prepayment of the Lease Payments in part but not in whole pursuant to the Lease and

amounts required for payment of past due principal or interest with respect to any Certificates not presented for payment) shall be credited to the payment of Lease Payments due and payable on such Lease Payment Deposit Date.

The Trust Agreement requires that Lease Payments be deposited in the Lease Payment Fund maintained by the Trustee. Pursuant to the Trust Agreement, on each Certificate Payment Date, the Trustee will apply such amounts in the Lease Payment Fund as are necessary to make interest and principal payments, respectively, with respect to the Certificates as the same shall become due and payable, as shown in the following table.

Lease Payments Schedule^{*}
Certificates of Participation

Interest Payment Date	Principal	Interest	Semiannual Debt Service	Annual Debt Service
September 1, 2017	\$	\$	\$	\$
March 1, 2018				
September 1, 2018				
March 1, 2019				
September 1, 2019				
March 1, 2020				
September 1, 2020				
March 1, 2021				
September 1, 2021				
March 1, 2022				
September 1, 2022				
March 1, 2023				
September 1, 2023				
March 1, 2024				
September 1, 2024				
March 1, 2025				
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March 1, 2035				
September 1, 2035				
March 1, 2036				
September 1, 2036				
March 1, 2037				
September 1, 2037				
March 1, 2038				
September 1, 2038				
March 1, 2039				
September 1, 2039				
March 1, 2040				
September 1, 2040				
March 1, 2041				
September 1, 2041				
Total	\$	\$	\$	\$

^{*} Preliminary; subject to adjustment.

Source of Payment for the Certificates

Each Certificate represents a fractional interest of the Registered Owners thereof in the Lease Payments and Prepayments to be made by the District to the Corporation as rental for the use and possession of the Property. The Corporation, pursuant to the Trust Agreement, will assign its rights under the Lease (excepting certain rights as specified therein) to the Trustee for the benefit of the Registered Owners, including its rights to receive and collect Lease Payments, Reserve Replenishment Rent and Prepayments from the District under the Lease and rights as may be necessary to enforce payment of Lease Payments, Reserve Replenishment Rent and Prepayments and to exercise all rights and remedies under the Lease following a default.

The District is obligated to pay Lease Payments from any source of legally available funds, and will covenant in the Lease, subject to the abatement provisions therein, to include all Lease Payments, Reserve Replenishment Rent and Additional Payments coming due in its annual budgets and to make the necessary annual appropriations therefor. By the fifteenth day of each February and August (if such day is not a business day, the next succeeding business day), the District must pay to the Trustee a Lease Payment (to the extent required under the Lease) which is equal to the amount necessary to pay the principal, if any, and interest due with respect to the Certificates on the next succeeding Certificate Payment Date.

Under the Lease, the District will agree to pay certain taxes, assessments, utility charges, and insurance premiums due with respect to the Property and the Certificates and fees and expenses of the Trustee. The District is responsible for repair and maintenance of the Property during the term of the Lease. The District may at its own expense in good faith contest such taxes, assessments and utility and other charges if certain requirements set forth in the Lease are satisfied, including obtaining an opinion of counsel that the Property will not be subjected to loss or forfeiture.

In accordance with the Lease, the District will certify to the Trustee on or before September 1 of each year that the District has included all Lease Payments, Reserve Replenishment Rent and Additional Payments (known as of the date of budget adoption) due under the Lease in the fiscal year covered by its annual budget and the amount so included. If the District fails to certify that it has included all such Lease Payments, Reserve Replenishment Rent and Additional Payments in its annual budget, the Trustee will promptly provide the District written notice specifying that the District has failed to observe and perform its covenant and agreement in the Lease and requesting that such failure be remedied within 30 days, or such failure shall constitute an event of default under the Lease.

The District's obligation to make Lease Payments will be abated in the event of, and to the extent of, substantial interference with use and possession of the Property arising from damage, destruction, title defect, or taking by eminent domain or condemnation of the Property. Abatement does not constitute a default under the Lease and the Trustee will not be entitled in such event to pursue remedies against the District. See "RISK FACTORS—Abatement" herein.

Should the District default under the Lease, the Trustee, as assignee of the Corporation, may terminate the Lease and re-lease the Property or may continue the Lease in effect and hold the District liable for all Lease Payments thereunder on an annual basis. So long as it is not in default under its Policy, the Insurer shall have the right to control the exercise of all remedies following an event of default by the District. Under no circumstances will the Trustee or the Insurer have the right to accelerate Lease Payments. See "RISK FACTORS—No Acceleration Upon Default" herein.

Neither the Certificates nor the obligation of the District to make Lease Payments under the Lease constitutes a debt or indebtedness of the Corporation, the District, or the State or any political subdivision thereof within the meaning of any Constitutional or statutory debt limitation or restriction or an obligation for which the Corporation or the District is obligated to levy or pledge any form of taxation.

Reserve Fund

A reserve fund (the "Reserve Fund") will be established under the Trust Agreement for the Certificates and any additional certificates issued pursuant to a supplement to the Trust Agreement ("Additional Certificates") in an amount equal to the least of (i) maximum aggregate annual Lease Payments then payable under the Lease in any Certificate year with respect to the Certificates and any Additional Certificates, (ii) 125 percent of the average annual aggregate Lease Payments then payable under the Lease (calculated based on Certificate years) with respect to the Certificates and any Additional Certificates, or (iii) 10 percent of the original face amount of the Certificates and any Additional Certificates (less original issue discount of in excess of two percent of the stated principal components at maturity) (collectively, the "Reserve Requirement").

The full amount available in the Reserve Fund may be used by the Trustee in the event that amounts in the Lease Payment Fund are not sufficient to pay the principal of or interest with respect to the Certificates when due as a result of abatement or failure by the District to make Lease Payments.

The Reserve Fund initially will be funded with the Reserve Policy in the amount of \$_____, the initial Reserve Requirement, issued by Insurer upon the closing of the Certificates. Under the Trust Agreement, the Trustee is obligated to draw on the Reserve Policy in the event the amounts held under the Trust Agreement are insufficient to pay the principal of and interest with respect to the Certificates when due. The amounts available to be drawn under the Reserve Policy will be automatically reduced by the amount of any payment on the Reserve Policy and will be reinstated only to the extent that Reserve Replenishment Rent is paid to the Insurer to reimburse it for previous draws together with interest thereon and expenses. See "APPENDIX A—SUMMARY OF PRINCIPAL LEGAL DOCUMENTS—THE TRUST AGREEMENT—Reserve Fund" attached hereto.

Subject to the requirements and restrictions contained in the Trust Agreement, the District may substitute a line of credit, letter of credit, an insurance policy, surety bond or any other comparable credit facility (each, a "Reserve Facility") or combination thereof in lieu of all or a portion of the Reserve Policy, which, in the aggregate, makes funds available in the Reserve Fund in an amount equal to the Reserve Requirement; provided, however, other than the Reserve Policy, the long-term unsecured debt or claim-paying ability, as the case may be, of the provider of any such Reserve Facility, must be rated in one of the two highest rating categories by S&P Global Ratings ("S&P") and/or Moody's Investors Service ("Moody's") (without regard to qualifiers), but only at the time of purchase of the Reserve Facility.

Additional Payments

The District will pay Additional Payments as required for the payment of all administrative costs of the Corporation relating to the Property or the Certificates, including, without limitation, all expenses, assessments, compensation and indemnification of the Trustee payable by the District under the Trust Agreement, taxes of any sort whatsoever payable by the Corporation as a result of its leasehold interest in the Property or undertaking of the transactions contemplated in the Lease or in the Trust Agreement, fees of auditors, accountants, attorneys or engineers, any and all amounts due to the Insurer under the Trust Agreement (other than amounts paid by the Insurer to Registered Owners under the Policy and the Reserve Policy), and all other necessary administrative costs of the Corporation or charges required to be paid by it in order to maintain its existence or to comply with the terms of the Certificates or of the Trust Agreement, including premiums on insurance required to be maintained by the Lease or to indemnify the Corporation and its officers and directors and any fees, expenses and other amounts due to the Insurer as described in the Lease.

Insurance

Pursuant to the Lease, the District will obtain an ALTA leasehold title insurance policy (with certain exceptions) on the Property in an amount equal to the aggregate principal component of unpaid Lease Payments. The Lease also requires that the District maintain rental interruption insurance to insure against loss of Lease Payments from the Property in an amount not less than the maximum remaining scheduled Lease Payments in any future two-year period. The District is obligated to obtain a standard comprehensive general public liability and property damage insurance policy or policies and workers' compensation insurance or to self-insure against such risks as permitted by the Lease. See "APPENDIX A—SUMMARY OF PRINCIPAL LEGAL DOCUMENTS—THE LEASE—Insurance" attached hereto.

The proceeds of any rental interruption or use and occupancy insurance will be deposited to (i) the Reserve Fund to make up any deficiency therein, and (ii) in the Lease Payment Fund to be credited towards the payment of the Lease Payments in the order in which such Lease Payments become due and payable. The Lease requires the District to apply the Net Proceeds of any insurance or condemnation award either to replace or repair the Property or to prepay Certificates if certain certifications with respect to the adequacy of the Net Proceeds to make repairs, and the timing thereof, cannot be made. See "APPENDIX A—SUMMARY OF PRINCIPAL LEGAL DOCUMENTS—THE LEASE—Application of Net Proceeds" attached hereto. The amount of Lease Payments will be abated and Lease Payments due under the Lease reduced during any period in which a title defect, condemnation, material damage or destruction to all or part of the Property substantially interferes with the District's use and possession thereof. See "RISK FACTORS — Abatement" herein.

Remedies on Default

If the District defaults in performance of its obligations under the Lease, the Trustee, as assignee of the Corporation, may, among other things, elect either (i) to terminate the Lease and re-enter and relet the Property, or (ii) without terminating the Lease enforce the Lease and hold the District liable for all Lease Payments on an annual basis whether or not it has re-entered and relet the Property. So long as the Insurer is not in default under the Policy, it will have the right to control all remedies under the Lease and the Trust Agreement. See “RISK FACTORS—Limited Recourse on Default; Insurer Right to Control Remedies” herein and “APPENDIX A—SUMMARY OF PRINCIPAL LEGAL DOCUMENTS—THE TRUST AGREEMENT—Events of Default and Remedies” attached hereto.

Additional Certificates

Pursuant to the Trust Agreement, the District may cause Additional Certificates to be executed and delivered without the consent of the Registered Owners if certain conditions precedent are satisfied. See “RISK FACTORS—Additional Certificates” and “APPENDIX A—SUMMARY OF PRINCIPAL LEGAL DOCUMENTS—THE TRUST AGREEMENT—Additional Certificates” attached hereto.

BOND INSURANCE

[To Come]

THE PROPERTY

Pursuant to the Site Lease and the Lease, respectively, the District will lease the Property to the Corporation and the Corporation will, in turn, lease the Property to the District. See “APPENDIX A—SUMMARY OF PRINCIPAL LEGAL DOCUMENTS” attached hereto. During the period the Certificates are outstanding, the District will retain title to the Property and all structural additions thereto, and the Corporation will have a leasehold estate in the Property.

The Property consists of the real property (the legal description of which is included in the Lease) and the improvements located thereon at 2320 East South Street, Anaheim, California 92806, known as South Junior High School, the real property and improvements located thereon at 9801 Valley View Street, Cypress, California 90630, known as Cypress High School, and the real property and improvements located thereon at 1500 West Ball Road, Anaheim, California 92802, known as Ball Junior High School (collectively, the “Property”).

The property known as South Junior High School, originally constructed in 1964 and most recently modernized in 2006, has an insured value, exclusive of the value of the land, of \$28,869,505. The site includes nine portable classrooms, 40 regular classrooms, 16 of which have labs, a cafeteria, gymnasium, multi-purpose room and a variety of sports fields. In fiscal year 2015-16, total enrollment at South Junior High School was approximately 1,542 students in seventh through eighth grade.

The property known as Cypress High School, originally constructed in 1973 and most recently modernized in 2015, has an insured value, exclusive of the value of the land, of \$51,379,073. The site includes 70 regular classrooms, seven specialized classrooms for culinary arts, music, dance, pre-school and athletic weight training, 15 modernized labs for science and computer technology. The site also includes a cafeteria and library/ media center, auditorium, two gymnasiums, a pool and various sports fields. In fiscal year 2015-16, total enrollment at Cypress High School was approximately 2,749 students in ninth through twelfth grade.

The property known as Ball Junior High School, originally constructed in 1962 and most recently modernized in 2002, has an insured value, exclusive of the value of the land, of \$22,996,485. The site includes 40 regular classrooms, 15 of which have labs, and 4 portable classrooms, a cafeteria, media center, gymnasium and a variety of sports fields. In fiscal year 2015-16, total enrollment at Ball Junior High School was approximately 1,019 students in seventh through eighth grade.

PLAN OF FINANCE

Application and Investment of Certificate Proceeds

A portion of the proceeds from the sale of the Certificates will be paid to Insurer for the premiums of the Policy and the Reserve Policy. The remaining proceeds from the sale of the Certificates will be paid to the Trustee who will: (i) transfer a portion of such proceeds to the Orange County Treasurer-Tax Collector (the "County Treasurer") for deposit into a fund established and maintained on behalf of the District for the payment of the costs of the Project (the "Project Fund") and (ii) deposit into a fund established with the Trustee proceeds sufficient to pay certain delivery costs of the Certificates (the "Delivery Costs Fund").

Moneys deposited in the Project Fund and Delivery Costs Fund, as well as moneys in the Lease Payment Fund and Reserve Fund, will be invested in any one or more investments generally permitted to school districts under the laws of the State. Interest earned on the investment of the moneys in the Lease Payment Fund and the Delivery Costs Fund will be retained within the respective fund.

Sources and Uses of Funds

The sources and uses of funds in connection with the sale and delivery of the Certificates are set forth in the following schedule.

**Sources and Uses of Funds
Certificates of Participation**

SOURCES OF FUNDS	
Par Amount of the Certificates	\$
Net Original Issue Premium	
TOTAL SOURCES OF FUNDS	\$
USES OF FUNDS	
Project Fund	
Delivery Costs Fund ¹	
Underwriting Discount	
TOTAL USES OF FUNDS	\$

¹Delivery Costs include the fees and expenses of Special Counsel, the Municipal Advisor, the Trustee, the rating agency, the premiums for the Policy and the Reserve Policy, and other costs.

The Project

Moneys deposited in the Project Fund from the sale of the Certificates will be used by the District to finance the costs of acquiring, constructing, installing and equipping certain improvements to sites and facilities owned by the District, including but not limited to the construction of a central food service facility consisting of approximately 40,000 square feet of improvements known as the Central Kitchen Project.

Payment Plan for the Certificates

The Lease Payments are payable from any source of legally available funds, including but not limited to unrestricted moneys of the District, the majority of which are deposited in the District's general fund (the "General Fund"). See "SPECIAL RISK FACTORS—Payments Not District Debt" and "DISTRICT FINANCIAL INFORMATION" herein.

SPECIAL RISK FACTORS

The following factors, which represent major risk factors that have been identified at this time, should be considered along with all other information in this Official Statement by potential investors in evaluating the credit quality of the Certificates. There can be no assurance that other major risk factors do not exist or will not become evident at any future time regarding the credit quality of the Certificates. The discussion below does not purport to be, nor should it be construed to be, complete nor a summary of all factors which may affect the financial condition of the District, the District's ability to make Lease Payments in the future, the effectiveness of any remedies that the Trustee may have or the circumstances under which Lease Payments may be abated. Furthermore, no representations are made as to the future financial condition of the District. Payment of the Lease Payments is a General Fund obligation of the District and the ability of the District to make Lease Payments may be adversely affected by its financial condition as of any particular time.

Payments Not District Debt

The full faith and credit of the District, the State and other political subdivisions thereof have not been pledged to the payment of the Lease Payments or any other payments due under the Lease. The District is not obligated to levy any form of taxation to pay Lease Payments. Neither Lease Payments nor the Certificates constitute a debt of the District, the State, or any other political subdivision thereof.

The Lease Payments and other payments due under the Lease (including payment of costs of repair and maintenance of the Property, utility charges, taxes and other governmental charges and assessments levied against the Property) are not secured by any pledge of taxes or other revenues of the District. In the event that the General Fund revenues are less than its total obligations, the District may choose to fund other costs or expenses before making Lease Payments.

The District is obligated under the Lease to pay Lease Payments from any source of legally available funds (subject to the exceptions under which the Lease Payments may be abated) from within the unrestricted moneys of the General Fund. The General Fund finances the legally authorized activities of the District not provided for by other funds of the District that are restricted to the specific purposes for which those moneys were received. The District has covenanted in the Lease that, for as long as the Property is available for its use, it will make the necessary annual appropriations within its budget for all Lease Payments, Reserve Replenishment Rent and Additional Payments (known as of the date of budget adoption). See "SPECIAL RISK FACTORS—Abatement" herein.

Abatement

The obligation of the District under the Lease to pay Lease Payments is in consideration for the use and possession of the Property. The obligation of the District to make Lease Payments (other than to the extent that funds to make Lease Payments are available in the Lease Payment Fund and the Reserve Fund) may be abated in whole or in part if the District does not have full use and possession of the Property. An abatement of Lease Payments is not an event of default and no remedy is available under the Lease or the Trust Agreement to the Registered Owners under such circumstances.

The amount of Lease Payments due under the Lease will be adjusted or abated during any period in which by reason of damage, destruction, title defect or taking by eminent domain or condemnation, there is substantial interference with the use and possession of any portion of the Property. The amount of such abatement shall be determined by the District such that the resulting Lease Payments and Additional Payments represent fair consideration for the District's right to use and possession of the portion of the Property not damaged, destroyed or interfered with as a result of title defect or taking. The Reserve Fund will be funded on the date of execution and delivery of the Certificates with the Reserve Policy, in an amount equal to the Reserve Requirement, and amounts available in the Reserve Fund shall be used by the Trustee to make payments in the event Lease Payments received by the Trustee are insufficient to pay principal and interest with respect to the Certificates as such amounts become due.

If damage or destruction, title defect or taking of the Property results in abatement or adjustment of Lease Payments and the resulting Lease Payments, together with moneys in the Reserve Fund, are insufficient to make all payments of principal of and interest with respect to the Certificates during the period that the Property is being replaced, repaired or reconstructed, then such payments of principal and interest may not be made and the only source of funds available to the Trustee or Registered Owners will be any proceeds of rental interruption insurance. Such insurance is required to provide coverage of Lease Payments for up to

two years following damage or destruction of the Property with respect to an insured loss. Rental interruption insurance does not cover a loss of use due to uninsured events such as earthquake and flood.

Notwithstanding the provisions of the Lease and the Trust Agreement specifying the extent of abatement in the event of the District's failure to have use and possession of the Property, such provisions may be superseded by operation of law and, in such event, the resulting Lease Payments of the District may not be sufficient to pay all of the remaining principal of and interest with respect to the outstanding Certificates.

Additional Obligations

The District may enter into additional obligations that constitute charges against its general revenues. To the extent that additional obligations are incurred by the District, the funds available to make Lease Payments may be decreased.

Substitution of or Removal from the Property

The Lease provides that, upon satisfaction of certain conditions, the District may substitute other real property, improvements and/or equipment for all or a portion of the Property or remove real property, improvements and/or equipment from the definition of Property. Although the Lease requires that the fair rental value of the Property after substitution is in each fiscal year during the remaining term greater than or equal to the Lease Payments due in such fiscal year, it does not require that such property have an annual fair rental value equal to the annual fair rental value of the Property at the time of substitution or removal. Thus, the Property could be replaced with property having less annual fair rental value than the Property. Such a replacement could have an adverse impact on the security for the Certificates, particularly if an abatement of Lease Payments were to occur subsequent to such substitution or removal. Furthermore, the Lease does not require that the substituted property be of any particular type other than it has the same essentiality of use as the property being substituted. Consequently, property could be substituted that, upon the occurrence of an event of default under the Lease, could be more difficult to re-let than the Property.

No Earthquake Insurance Coverage

The District is not obligated under the Lease to procure and maintain, or cause to be procured and maintained, earthquake insurance on the Property for the duration of the Lease term. Should an earthquake cause damage to the Property such that there results substantial interference with the use and occupancy of the Property, Lease Payments would be abated but the policy of rental interruption insurance would not cover the abatement. See "SPECIAL RISK FACTORS" herein and "APPENDIX A—SUMMARY OF PRINCIPAL LEGAL DOCUMENTS—THE LEASE" attached hereto. The District would, however, promptly apply for federal disaster aid or State disaster aid, if available, in the event that the Property is damaged or destroyed as a result of an earthquake. Any money received as a result of such disaster aid will be used to repair, reconstruct, restore or replace the damaged or destroyed portions of the Property or, at the option of the District, to prepay all outstanding Certificates if such use of such disaster aid is permitted. See "THE CERTIFICATES—Prepayment Provisions" herein.

Hazardous Substances

Owners and operators of real property may be required by law to remedy conditions of the property relating to releases or threatened releases of hazardous substances. The federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, referred to as "CERCLA" or the "Superfund Act," is the most well-known and widely applicable of these laws. In addition, State laws impose particular requirements with regard to hazardous substances. Under many of these laws, the owner (or operator) is obligated to remedy a hazardous substance condition of property whether or not the owner (or operator) has anything to do with creating or handling the hazardous substance. Further, such liabilities may arise not simply from the existence of a hazardous substance but from the method of handling it. All of these possibilities could significantly affect the value of the affected property or adjacent property.

The valuation of the Property did not take into account the possible reduction in marketability and value of the Property by reason of the possible existence of a hazardous substance condition of the parcel. While the District is not aware of any such condition, it is possible that such hazardous substance conditions do currently exist and that the District is not aware of them.

Further, it is possible that liabilities may arise in the future with respect to the Property resulting from the existence, currently, on the parcel of a substance presently classified as hazardous but which has not been released or the release of which is not presently

threatened, or may arise in the future resulting from the existence, currently, on the parcel of a substance not presently classified as hazardous but which may in the future be so classified. Further, such liabilities may arise not simply from the existence of a hazardous substance but from the method of handling it. All of these possibilities could significantly affect the value of the Property.

No Acceleration Upon Default

In the case of an Event of Default as defined in the Lease, there is no available remedy of acceleration of the total Lease Payments due over the term of the Lease. The District will only be liable for Lease Payments on an annual basis, and the Trustee would be required to seek a separate judgment each year for that year's Lease Payments. Any such suit for money damages would be subject to limitations on legal remedies against school districts in the State, including a limitation on enforcement of judgments against funds needed to serve the public welfare and interest. See "APPENDIX A—SUMMARY OF PRINCIPAL LEGAL DOCUMENTS—THE LEASE" attached hereto.

Limited Recourse on Default; Insurer Right to Control Remedies

If the District defaults on its obligation to make Lease Payments, the Trustee, as assignee of the Corporation, may retain the Lease and hold the District liable for all Lease Payments on an annual basis and will have the right to re-enter and re-let the Property. Such re-entry and re-letting will not automatically effect a surrender of the Lease. In the event the Property are re-entered by reason of a default in Lease Payments or for any other reason, there can be no assurance that the Property can be re-let for a net amount equal to the then-due Lease Payments.

The enforcement of any remedies provided in the Lease and Trust Agreement could prove both expensive and time-consuming. In addition to the limitation on remedies contained in the Lease and the Trust Agreement, the rights and remedies provided in the Lease and the Trust Agreement may be limited by and are subject to provisions of federal bankruptcy laws, as now or hereafter enacted, and to other laws or equitable principals that may affect the enforcement of creditors' rights and the limitation on remedies against public agencies in the State. Moreover, due to the essential nature of the governmental function of the Property, it is not certain whether a court would permit the exercise of the remedies of repossession and leasing with respect thereto.

There can be no assurance that any such re-letting of the Property will not adversely affect the exclusion of the portion of each Lease Payment constituting interest, and the amounts thereof distributable in respect of the Certificates, from the gross income of the owners thereof for federal income tax purposes.

Further, after any termination of the Lease, transfer of the Certificates may be subject to the registration provisions of the applicable federal and state securities laws. Accordingly, there is no assurance that the market for the Certificates will not be impaired following any termination of the Lease.

So long as the Policy remains in effect and the Insurer is not in default of its obligations thereunder, the Insurer shall have the right to control all remedies for default under the Lease and the Trust Agreement and shall not be required to obtain the consent of the Registered Owners or Beneficial Owners with respect to the exercise of remedies.

The Trustee is not empowered to sell the Property for the benefit of the owners of the Certificates. See "APPENDIX A—SUMMARY OF PRINCIPAL LEGAL DOCUMENTS" attached hereto.

Bankruptcy

The District is a unit of State government and therefore is not subject to the involuntary procedures of the United States Bankruptcy Code (the "Bankruptcy Code"). However, pursuant to Chapter 9 of the Bankruptcy Code, the District may seek voluntary protection from its creditors for purposes of adjusting its debts.

In the event the District were to become a debtor under the Bankruptcy Code, the District would be entitled to all of the protective provisions of the Bankruptcy Code as applicable in a Chapter 9 proceeding and a Registered Owner would be treated as a creditor in a municipal bankruptcy. Among the adverse effects of such a bankruptcy would be: (i) the application of the automatic stay provisions of the Bankruptcy Code, which, until relief is granted, would prevent collection of payments from the District or the commencement of any judicial or other action for the purpose of recovering or collecting a claim against the District; (ii) the avoidance of preferential transfers occurring during the relevant period prior to the filing of a bankruptcy petition; (iii) the

incurrence of unsecured or court-approved secured debt which may have a priority of payment superior to that of secured debt which may have a priority of payment superior to that of Registered Owners; and (iv) the possibility of the adoption of a plan for the adjustment of the District's debt (a "Plan") without the consent of all of the Registered Owners, which Plan may restructure, delay, compromise or reduce the amount of the claim of the Registered Owners if the Bankruptcy Court finds that the Plan is fair and equitable. In addition, the Bankruptcy Code would invalidate any provision of the Certificates of which makes the bankruptcy or insolvency of the District an Event of Default. With the exception of the provisions contained in the Plan, a Bankruptcy Court could not impose restrictions on the District's power or its property without the consent of the District.

Special Counsel has limited its opinion as to the enforceability of the Certificates and of the Trust Agreement to the extent that enforceability may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium, or others similar laws affecting generally the enforcement of creditors' rights, by equitable principles and by the exercise of judicial discretion. Additionally, the Certificates are not subject to acceleration in the event of the breach of any covenant or duty under the Trust Agreement. The lack of availability of certain remedies or the limitation of remedies may entail risks of delay, limitation or modification of the rights of the Certificate Owners.

Loss of Tax Exemption

In the opinion of Special Counsel, the Certificates constitute governmental obligation under the Internal Revenue Code of 1986, as amended (the "Code"). The District has covenanted to comply with restrictions under the Code relating to use of Certificate proceeds, Reserve Fund funding requirements, investment yield limitations, rebate requirements, federal guarantee prohibitions and registration requirements so that interest paid with respect to the Certificates is excludable from gross income for federal income tax purposes. However, in the event the District fails to comply with any of these covenants, interest paid with respect to the Certificates would be includable in gross income for federal income tax purposes, possibly retroactive to the date of Certificate delivery.

State Finances

A significant source of unrestricted revenue for the District consists of revenues it receives from the State. This State revenue is utilized by the District in its normal course of operation, including the discharging of obligations, such as will be the case for the payment of Lease Payments. Changes to the economic conditions within the State or the State's funding priorities could substantially alter the general fund revenues available to the District in any fiscal year. The District cannot predict whether such changes may occur or how such changes may affect the District's finances. See "STATE FUNDING OF PUBLIC EDUCATION" herein.

THE DISTRICT

General Information

The District, established in 1898, occupies approximately 46 square miles in the County and serves a population of approximately 404,000 people. The District provides education to approximately 31,000 students in grades seven through twelve from five feeder elementary districts located in the cities of Anaheim, Cypress, La Palma, Buena Park, and Stanton. The District operates eight junior high schools, nine comprehensive senior high schools, one academy, one special education school, one alternative high school, and one community day school.

The District Board of Trustees and Key Administrative Personnel

The District Board governs all activities related to public education within the jurisdiction of the District. The District Board has decision-making authority, the power to designate management, the responsibility to significantly influence operations and is accountable for all fiscal matters relating to the District.

The District Board consists of five members. Each District Board member is elected by the public for a four-year term of office. Elections for the District Board are held every two years, alternating between two and three positions available. A president of the District Board is elected by members each year.

The current members of the District Board, together with their office and the date their term expires, are set forth in the following table.

**District Board of Trustees
Anaheim Union High School District**

<u>Name</u>	<u>Title</u>	<u>Term Expires</u>
Annemarie Randle-Trejo	President	December 2018
Anna L. Piercy	Clerk	December 2018
Katherine H. Smith	Assistant Clerk	December 2016 ¹
Brian O'Neal	Member	December 2016 ¹
Al Jabbar	Member	December 2018

¹ Candidate is running unopposed at the election to be held on November 8, 2016.

The Superintendent of the District is appointed by and reports to the District Board. The Superintendent is responsible for managing the District's day-to-day operations and supervising the work of other key District administrators. The current members of the District's administration and positions held are set forth on page "iv" of this Official Statement.

Enrollment

Student enrollment determines to a large extent the amount of funding a State public school district receives for program, facilities and staff needs. Average daily attendance ("ADA") is a measurement of the number of pupils attending classes of the District. The purpose of attendance accounting from a fiscal standpoint is to provide the basis on which apportionments of State funds are made to school districts. See "STATE FUNDING OF PUBLIC EDUCATION" herein.

Enrollment can fluctuate due to factors such as population growth, competition from private, parochial, and public charter schools, inter-district transfers in or out, and other causes. Losses in enrollment will cause a school district to lose operating revenues, without necessarily permitting the school district to make adjustments in fixed operating costs. The ADA as of the last day of the last full attendance month concluding prior to April 15 ("P-2 ADA"), is used by the State as the basis for State apportionments.

Set forth in the following table is the historical and budgeted P-2 ADA for the District.

**Average Daily Attendance
Anaheim Union High School District**

	2012-13	2013-14	2014-15	2015-16 ¹	2016-17 ²
Total P-2 ADA	30,558	30,339	30,047	29,829	29,517

¹Unaudited.

²Budgeted.

Charter Schools

To the extent charter schools draw students from school district schools and reduce school district enrollment, charter schools can adversely affect school district revenues. However, certain per-pupil expenditures of a school district also decrease based upon the number of students enrolled in charter schools. Pursuant to Proposition 39, school districts are required to provide facilities comparable to those provided to regular district students for charter schools having a projected average daily attendance of at least 80 or more students from that district.

There are no charter schools operating in the District.

Pupil-to-Teacher Ratios

Set forth in the following table are the pupil-to-teacher ratios of the District in fiscal year 2016-17.

**Pupil-to-Teacher Ratios
Anaheim Union High School District**

<u>Level</u>	<u>Pupil-to-Teacher Ratio</u>
Grades 7-8	___ : 1
Grades 9-12	___ : 1

Employee Relations

State law provides that employees of public school districts of the State are to be divided into appropriate bargaining units which then may be represented by an exclusive bargaining agent. The District has four recognized bargaining units representing its non-management employees. The Anaheim Secondary Teachers Association (“ASTA”) is the exclusive bargaining unit for the non-management certificated personnel of the District. The American Federation of State, County and Municipal Employees (“AFSCME”), the Anaheim Personnel and Guidance Association (“APGA”), and the California School Employees Association, Chapter 74 (“CSEA”) are the bargaining units for certain classified, non-management employees of the District.

Set forth in the following table are the District’s bargaining units, number of full-time equivalents (“FTEs”) budgeted for fiscal year 2016-17, and contract status.

**Bargaining Units, Number of Employees and Contract Status
Anaheim Union High School District**

<u>Bargaining Unit</u>	<u>Full-Time Equivalents</u>	<u>Contract Status</u>
ASTA	1,335	Not settled for fiscal year 2016-17
AFSCME	___	Not settled for fiscal year 2016-17
APGA	___	Not settled for fiscal year 2016-17
CSEA	___	Not settled for fiscal year 2016-17

The District has budgeted for fiscal year 2016-17 an additional 161 FTEs not represented by a bargaining unit.

Pension Plans

All full-time employees of the District, as well as certain part-time employees, are eligible to participate under defined benefit retirement plans maintained by agencies of the State. Qualified certificated employees are eligible to participate in the cost-sharing multiple-employer State Teachers’ Retirement System (“STRS”). Qualified classified employees are eligible to participate in the cost-sharing multiple-employer Public Employees’ Retirement Fund of the Public Employees’ Retirement System (“PERS”), which acts as a common investment and administrative agent for participating public entities within the State.

The District accounts for its pension costs and obligations pursuant to *Governmental Accounting Standards Board (“GASB”) Statement No. 67, Financial Reporting for Pension Plans (“GASB 67”)* and *Statement No. 68, Accounting and Financial Reporting for Pensions (“GASB 68”)* which replaced GASB Statements Nos. 25 and 27, respectively. GASB 68 requires an employer that provides a defined benefit pension, such as the District, to recognize and report its long-term obligation for pension benefits as a liability as it is earned by employees. The District implemented the new reporting standards as reflected in the

District’s financial statements for fiscal year 2014-15. See “APPENDIX B—THE FINANCIAL STATEMENTS OF THE DISTRICT AS OF AND FOR THE YEAR ENDED JUNE 30, 2015” attached hereto.

STRS—Description and Contributions. STRS operates under the California Education Code (the “Education Code”) sections commonly known as the State Teachers’ Retirement Law. Membership is mandatory for all certificated employees of State public schools meeting the eligibility requirements. STRS provides retirement, disability and death benefits based on an employee’s years of service, age and final compensation. Employees vest after five years of service and may receive early retirement benefits as early as age 50 or normal retirement either at age 60 or 62 depending on their hire date. Except as required for employees hired after January 1, 2013, STRS employee contribution rates are established by the State Legislature. The fiscal year 2016-17 contribution requirement for active plan members with an enrollment date prior to January 1, 2013 is 10.25 percent of salary. For active plan members with an enrollment date on or after January 1, 2013, the employee contribution rate is at least 50 percent of the total annual normal cost of their pension benefit each year as determined by an actuary (9.205 percent in fiscal year 2016-17). Because STRS contribution rates are established by statute, unlike typical defined benefit programs, the District’s contribution rate does not vary annually to make up funding shortfalls or assess credits based on actuarial determinations.

State Assembly Bill 1469, signed into law as part of the fiscal year 2014-15 State budget (the “2014-15 State Budget”), established a plan to eliminate the unfunded STRS liability over a period of approximately 30 years through a combination of State funding and increased school district and employee payments. Employee contributions increase to 10.25 percent of pay by fiscal year 2016-17, employer contributions increase to 19.1 percent of eligible pay by fiscal year 2020-21, and State contributions increase by 4.311 percent by fiscal year 2016-17.

The District’s STRS contributions for the past six years and budgeted contribution for fiscal year 2016-17 are set forth in the following table.

**STRS Employer Contributions
Anaheim Union High School District**

<u>Fiscal Year</u>	<u>District Contribution Rate</u>	<u>District Contributions¹</u>	<u>Total District Governmental Funds Expenditures</u>	<u>District Contributions as Percentage of Total Governmental Funds Expenditures</u>
2010-11	8.25%	\$10,893,422	\$341,996,553	3.19%
2011-12	8.25	11,108,199	335,845,201	3.30
2012-13	8.25	10,933,016	326,805,457	3.35
2013-14	8.25	11,251,744	335,959,027	3.35
2014-15	8.88	12,514,432	391,189,931	3.20
2015-16 ²	10.73	25,340,012 ³	404,449,751	6.27
2016-17 ⁴	12.58	19,202,615	460,583,654	4.17

¹In each instance equal to 100 percent of the required contribution.

²Unaudited.

³Includes State on-behalf payment of \$____,____,____.

⁴Budgeted.

PERS—Description and Contributions. All full-time classified employees of the District as well as certain part-time classified employees participate in PERS, which provides retirement and disability benefits, annual cost-of-living adjustments and death benefits to plan members and beneficiaries based on an employee’s years of service, age and final compensation. Employees hired before January 1, 2013 fully vest after five years of service and may receive retirement benefits at age 50; employees hired after that date fully vest at age 52. These benefit provisions and all other requirements are established by State statute and District resolution. Active plan members with an enrollment date prior to January 1, 2013 are required to contribute seven percent of their salary, while active plan members with an enrollment date on or after January 1, 2013 are required to contribute the greater of 50 percent of normal costs or six percent of their salary. The District is required to pay an actuarially determined rate.

The District's PERS contributions for the past six years and budgeted contribution for fiscal year 2016-17 are set forth in the following table.

**PERS Employer Contributions
Anaheim Union High School District**

Fiscal Year	District Contribution Rate	District Contributions ¹	Total District Governmental Funds Expenditures	District Contributions as Percentage of Total Governmental Funds Expenditures
2010-11	10.707%	\$5,224,682	\$341,996,553	1.53%
2011-12	10.923	5,525,821	335,845,201	1.65
2012-13	11.417	5,682,538	326,805,457	1.74
2013-14	11.442	5,987,071	335,959,027	1.78
2014-15	11.771	6,422,048	391,189,931	1.64
2015-16 ²	11.847	7,110,970	404,449,751	1.76
2016-17 ³	13.888	8,543,368	460,583,654	1.85

¹In each instance equal to 100 percent of the required contribution.

²Unaudited.

³Budgeted.

Unfunded Liabilities and Pension Expense Reporting. Both STRS and PERS have substantial statewide, unfunded liabilities. The amount of these liabilities will vary depending on actuarial assumptions, returns on investment, salary scales and participant contributions. The actuarial funding method used in the STRS Actuarial Valuation as of June 30, 2015 is the entry age normal cost method, and assumes, among other things, a 7.5 percent investment rate of return, 4.5 percent interest on member accounts, projected 3.0 percent inflation, and projected payroll growth of 3.75 percent.

The following table shows the statewide funding progress of the STRS plan for the last six years. Actuarial valuation data as of June 30, 2016 is not yet available.

**Funding Progress
California State Teachers' Retirement System (STRS)¹**

Actuarial Valuation Date as of June 30	Actuarial Value of Plan Assets	Actuarial Accrued Liability	Total Unfunded Actuarial Liability	Funded Ratio	Covered Payroll	Unfunded Liability as a Percentage of Payroll
2010	\$140,291	\$196,315	\$56,024	71%	\$26,275	213%
2011	143,930	208,405	64,475	69	26,592	242
2012	144,232	215,189	70,957	67	26,404	269
2013	148,614	222,281	73,667	67	26,483	278
2014	158,495	231,213	72,718	69	26,398	275
2015	165,553	241,753	76,200	69	n/a	n/a

¹Dollars in millions.

Source: California State Teachers' Retirement System, Comprehensive Annual Financial Report for the Fiscal Year Ended June 30, 2015; California State Teachers' Retirement System, Defined Benefit Program Actuarial Evaluation for Fiscal Year Ended June 30, 2015.

The actuarial funding method used in the PERS Schools Pool Actuarial Valuation as of June 30, 2015 is the individual entry age normal cost method, and assumes, among other things, a 7.5 percent investment rate of return and projected 2.75 percent inflation; projected payroll growth varies by entry age and service.

The following table shows the statewide funding progress of the PERS plan for the past six years. Actuarial valuation as of June 30, 2016 is not yet available.

**Funding Progress
Public Employees' Retirement System (PERS)¹**

Actuarial Valuation Date as of June 30	Market Value of Plan Assets	Actuarial Accrued Liability	Total Unfunded Actuarial Liability	Funded Ratio	Covered Payroll	Unfunded Liability as a Percentage of Payroll
2010	\$38,435	\$55,307	\$16,872	70%	\$11,283	150%
2011	45,901	58,358	12,457	79	10,540	118
2012	44,854	59,439	14,585	76	10,242	142
2013	49,482	61,487	12,005	81	10,424	115
2014	56,838	65,600	8,761	87	11,294	78
2015	56,814	73,325	16,510	78	n/a	n/a

¹Dollars in millions.

Source: California Public Employees' Retirement System, Schools Pool Actuarial Valuation as of June 30, 2015.

For the year ended June 30, 2015, the District's recognized pension expense was \$15,365,108. The District's net pension liability ("NPL") as of June 30, 2015 was \$234,168,164. The District's recognized pension expenses and NPL as reported financial statements for fiscal year 2014-15 are set forth in the following table.

**Recognized Pension Expenses as of June 30, 2015
Anaheim Union High School District**

Plan	Proportion of Statewide Liability	Proportionate Share of Statewide Liability	Covered Employee Payroll	Proportionate Share of Statewide Liability as Percentage of Covered Employee Payroll	Fiduciary Net Position as Percentage of Total Pension Liability
STRS	0.3034%	\$177,288,550	\$136,384,781	129.99%	77%
PERS	0.5010	56,879,614	52,325,287	108.70	83

The District is unable to predict future amount of State pension liabilities and amount of required District contributions. Pension plan, annual contribution requirements and liabilities are more fully described in "APPENDIX B—THE FINANCIAL STATEMENTS OF THE DISTRICT AS OF AND FOR THE YEAR ENDED JUNE 30, 2015" attached hereto.

Other Postemployment Benefits (OPEB)

In addition to the pension benefits described above, the District provides postemployment health care benefits (known as "other post-employment benefits," or "OPEB"), in accordance with District employment contracts, to retirees meeting certain eligibility requirements through the Postemployment Benefit District Plan (the "Plan"), a single-employer defined benefit healthcare plan. The District provides medical and dental benefits to retirees from the District for five years from the age of 60 to 65. In fiscal year 2015-16, 293 retirees and beneficiaries are budgeted to receive such benefits. Contribution requirements of Plan members and the District are established and may be amended by the District and ASTA, CSEA, APGA, AFSCME and unrepresented groups.

The GASB *Statement No. 45, Accounting and Financial Reporting by Employers for Post Employment Benefits Other Than Pensions* ("GASB 45") requires public agency employers providing healthcare benefits to retirees to recognize and account for the costs for providing these benefits on an accrual basis and provide footnote disclosure on the progress toward funding the benefits, in order to quantify a government agency's current liability for future benefit payments. GASB 45 is directed at quantifying and disclosing OPEB obligations, and does not impose any requirement on public agencies to fund such obligations.

The District completed an actuarial study assessing the District's OPEB liability as of July 1, 2014. Based on the study, the District's actuarial accrued liability (the "AAL"), which can also be considered to be the present value of all benefits earned to date assuming that an employee accrues retiree healthcare benefits ratably over his career, was \$57,636,453. The AAL is an actuarial estimate that depends on a variety of assumptions about future events, such as health care costs and beneficiary mortality. Every year, active employees earn additional future benefits, an amount known as the "normal cost," which is added to the AAL. To the extent that the District has not set aside moneys in an irrevocable trust with which to pay these accrued and accruing future liabilities, there is an unfunded actuarial accrued liability ("UAAL"). As of July 1, 2014, the District had not set aside any funds in an irrevocable trust to fund its future obligations; as a result, the District's UAAL was \$57,636,453.

The annual required contribution ("ARC") is the amount required if the District were to fund each year's normal cost plus an annual amortization of the unfunded actuarial accrued liability, assuming the UAAL will be fully funded over a 30-year period. If the amount budgeted and funded in any year is less than the ARC, the difference reflects the amount by which the UAAL is growing. The actuarial study calculated the ARC to be \$6,095,335 in fiscal year 2014-15.

The District funds its OPEB liability on a "pay-as-you go" basis. The District contributed \$1,952,758 to the Plan towards OPEB expenditures in fiscal year 2014-15, contributed \$2,113,110 in fiscal year 2015-16 (unaudited), and has budgeted a contribution of \$2,071,287 in fiscal year 2016-17.

See "APPENDIX B—THE FINANCIAL STATEMENTS OF THE DISTRICT AS OF AND FOR THE YEAR ENDED JUNE 30, 2015" for additional information regarding the District's OPEB.

DISTRICT FINANCIAL INFORMATION

Accounting Practices

The District accounts for its financial transactions in accordance with the policies and procedures of the State Department of Education's *California School Accounting Manual*, which, pursuant to Section 41010 of the Education Code, is to be followed by all school districts in the State. The accounting policies of the District conform to accounting principles generally accepted in the United States of America as prescribed by the Governmental Accounting Standards Board and the American Institute of Certified Public Accountants.

The District's financial statements consist of government-wide statements and fund-based financial statements. Government-wide statements, consisting of a statement of net assets and a statement of activities, report all the assets, liabilities, revenue and expenses of the District and are accounted for using the economic resources measurement focus and accrual basis of accounting. The fund-based financial statements consist of a series of statements that provide information about the District's major and non-major funds. Governmental funds, including the District's General Fund, special revenues funds, capital project funds and debt service funds, are accounted for using the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recognized in the accounting period in which they become measurable and available, while expenditures are recognized in the period in which the liability is incurred, if measurable. Proprietary funds and fiduciary funds are accounted for using the economic resources measurement focus and accrual basis of accounting. See "NOTE 1" in "APPENDIX B" attached hereto for a further discussion of applicable accounting policies.

The independent auditor for the District in fiscal year 2014-15 was Vavrinek, Trine, Day & Co., LLP, Rancho Cucamonga, California (the "Auditor"). The financial statements of the District as of and for the year ended June 30, 2015, are set forth in "APPENDIX B" attached hereto. The District has not requested nor did the District obtain permission from the Auditor to include the audited financial statements as an appendix to this Official Statement. The Auditor has not performed any subsequent events review or other procedures relative to these audited financial statements since the date of its letter.

Budget and Financial Reporting Process

The District's General Fund finances the legally authorized activities of the District for which restricted funds are not provided. General Fund revenues are derived from such sources as federal and State school apportionments, taxes, use of money and property, and aid from other governmental agencies.

The District is required by provisions of the Education Code to maintain a balanced budget each year, where the sum of expenditures plus the ending fund balance cannot exceed revenues plus the carry-over fund balance from the previous year. The State Department of Education imposes a uniform budgeting format for all school districts.

The fiscal year for all State school districts is July 1 to June 30. The same calendar applies to county offices of education, although their budgets and reports are reviewed by the State Superintendent of Public Instruction (the "State Superintendent"). Because most school districts depend on State funds for a substantial portion of revenue, the State budget is an extremely important input in the school district budget preparation process. However, there is very close timing between final approval of the State budget (legally required by June 15), the adoption of the associated school finance legislation, and the adoption of local school district budgets. In some years, the State budget is not approved by the legal deadline which forces school districts to begin the new fiscal year with only estimates of the amount of funding they will actually receive.

The school district budgeting process involves continuous planning and evaluation. Within the deadlines, school districts work out their own schedules for considering whether or not to hire or replace staff, negotiating contracts with all employees, reviewing programs, and assessing the need to repair existing or acquire new facilities. Decisions depend on the critical estimates of enrollment, fixed costs, commitments in contracts with employees as well as best guesses about how much money will be available for elementary and secondary education. The timing of some decisions is forced by legal deadlines. For example, preliminary layoff notices to teachers must be delivered in March, with final notices in May. This necessitates projecting enrollments and determining staffing needs long before a school district will know either its final financial position for the current year or its revenue for the next year.

School districts must adopt an annual budget on or before July 1 of each year. The budget must be submitted to the county superintendent within five days of adoption or by July 1, whichever occurs first. The governing board of the school district must not adopt a budget before the governing board adopts a local control and accountability plan (the "LCAP") for that budget year. See "STATE FUNDING OF PUBLIC EDUCATION" herein.

The county superintendent will examine the adopted budget for compliance with the standards and criteria adopted by the State Board of Education and identify technical corrections necessary to bring the budget into compliance, will determine if the budget allows the school district to meet its current obligations, will determine if the budget is consistent with a financial plan that will enable the school district to meet its multi-year financial commitments, and will determine if the budget ensures the fiscal solvency and accountability for the goals outlined in the LCAP. On or before September 15, the county superintendent will approve or disapprove the adopted budget for each school district within its jurisdiction based on these standards. The school district board must be notified by September 15 of the county superintendent's recommendations for revision and reasons for the recommendations. The county superintendent may assign a fiscal advisor or appoint a committee to examine and comment on the superintendent's recommendations. The committee must report its findings no later than September 20. Any recommendations made by the county superintendent must be made available by the school district for public inspection. The law does not provide for conditional approvals: budgets must be either approved or disapproved. No later than October 22, the county superintendent must notify the State Superintendent of all school districts whose budget may be disapproved, and no later than November 8, the county superintendent must notify the State Superintendent of all school district budgets that have been disapproved or budget committees waived.

For school districts whose budgets have been disapproved, the school district must revise and readopt its budget by October 8, reflecting changes in projected income and expense since July 1, and responding to the county superintendent's recommendations. The county superintendent must determine if the budget conforms with the standards and criteria applicable to final school district budgets and not later than November 8, will approve or disapprove the revised budgets. If the budget is disapproved, the county superintendent will call for the formation of a budget review committee pursuant to Education Code Section 42127.1. Until a school district's budget is approved, the school district will operate on the lesser of its proposed budget for the current fiscal year or the last budget adopted and reviewed for the prior fiscal year.

Under the provisions of State Assembly Bill 1200, each school district is required to file interim certifications with the county office of education as to its ability to meet its financial obligations for the remainder of the then-current fiscal year and, based on current forecasts, for the subsequent two fiscal years. Each school district is required by the Education Code to file two interim reports each year—the first report for the period ending October 31 by not later than December 15, and the second report for the period ending January 31 by not later than March 15. Each interim report shows fiscal year-to-date financial operations and the current budget, with any budget amendments made in light of operations and conditions to that point. The county office of education reviews the certification and issues either a positive, negative or qualified certification. A positive certification is assigned to any school district that will meet its financial obligations for the current fiscal year and subsequent two fiscal years. A negative certification is assigned to any school district that will be unable to meet its financial obligations for the remainder of the fiscal year or subsequent fiscal year. A qualified certification is assigned to any school district that may not meet its financial

obligations for the current fiscal year or subsequent two fiscal years. If either the first or second interim report is not positive, the county superintendent may require the school district to provide a third interim report by June 1 covering the period ending April 30. If not required, a third interim report is generally not prepared (though may be at the election of the school district).

The county superintendent must annually present a report to the governing board of the school district and the State Superintendent of Public Instruction regarding the fiscal solvency of any school district with a disapproved budget, qualified interim certification, or negative interim certification, or that is determined at any time to be in a position of fiscal uncertainty pursuant to Education Code Section 42127.6. Any school district with a qualified or negative certification must allow the county office of education at least 10 working days to review and comment on any proposed agreement made between its bargaining units and the school district before it is ratified by the school district board (or the state administrator). The county superintendent will notify the school district, the county board of education, the school district governing board and the school district superintendent (or the state administrator), and each parent and teacher organization of the school district within those 10 days if, in his or her opinion, the agreement would endanger the fiscal well-being of the school district. Also, pursuant to Education Code Section 42133, a school district that has a qualified or negative certification in any fiscal year may not issue, in that fiscal year or the next succeeding fiscal year, non-voter approved debt unless the county superintendent of schools determines that the repayment of that debt by the school district is probable.

The filing status of the District’s interim reports for the past five years appears in the following table.

**Certifications of Interim Financial Reports
Anaheim Union High School District**

<u>Fiscal Year</u>	<u>First Interim</u>	<u>Second Interim</u>
2011-12	Positive	Positive
2012-13	Positive	Positive
2013-14	Positive	Positive
2014-15	Positive	Positive
2015-16	Positive	Positive

Financial Statements

Figures presented in summarized form herein have been gathered from the District’s financial statements. The audited financial statements of the District for the fiscal year ending June 30, 2015, have been included in the appendix to this Official Statement. See “APPENDIX B” attached hereto. Audited financial statements and other financial reports for prior fiscal years are on file with the District and available for public inspection during normal business hours. Copies of financial statements relating to any year are available to prospective investors and or their representatives upon request by contacting the Anaheim Union High School District, 501 North Crescent Way, Anaheim, California 92801, telephone (714) 999-3511, Attention: Assistant Superintendent, Business Services, or by contacting the Municipal Advisor, Government Financial Strategies inc., 1228 N Street, Suite 13, Sacramento, California 95814-5609, telephone (916) 444-5100.

The following table sets forth the District's audited General Fund balance sheet data for fiscal years 2011-12 through 2014-15.

**General Fund Balance Sheet
Anaheim Union High School District**

	2011-12 <u>Audited</u>	2012-13 <u>Audited</u>	2013-14 <u>Audited</u>	2014-15 <u>Audited</u>
ASSETS				
Deposits and Investments	\$35,066,112	\$60,100,419	\$35,680,370	\$34,013,215
Receivables	85,582,702	43,654,883	43,472,032	14,885,559
Due from Other Funds	3,606,823	2,324,446	2,271,234	1,188,985
Prepaid Expenditures	407,972	3,799	10,064	0
Stores Inventories	392,475	443,174	388,151	394,237
TOTAL ASSETS	\$125,056,084	\$106,526,721	\$81,821,851	\$50,481,996
LIABILITIES AND FUND BALANCES				
LIABILITIES				
Accounts Payable	\$17,878,734	\$18,429,546	\$20,434,712	\$19,439,625
Due to Other Funds	17,782,449	13,213,279	3,734,122	3,661,162
Other Current Liabilities	55,000,000	47,000,000	26,000,000	0
Deferred Revenues	331,160	473,589	208,117	702,427
TOTAL LIABILITIES	\$90,992,343	\$79,116,414	\$50,376,951	\$23,803,214
FUND BALANCES				
Nonspendable	\$955,447	\$601,973	\$553,215	\$549,237
Restricted	14,857,678	12,325,831	16,151,549	10,897,387
Assigned	6,329,970	4,890,367	3,175,551	3,958,142
Unassigned	11,920,646	9,592,136	11,564,585	11,274,016
TOTAL FUND BALANCES	\$34,063,741	\$27,410,307	\$31,444,900	\$26,678,782
TOTAL LIABILITIES AND FUND BALANCES	\$125,056,084	\$106,526,721	\$81,821,851	\$50,481,996

The following table sets forth the District's audited General Fund activity for fiscal years 2012-13 through 2014-15, unaudited activity for fiscal year 2015-16 and budgeted activity for fiscal year 2016-17.

General Fund Activity¹
Anaheim Union High School District

	2012-13 <u>Audited</u>	2013-14 <u>Audited</u>	2014-15 <u>Audited</u>	2015-16 <u>Unaudited¹</u>	2016-17 <u>Budgeted¹</u>
BEGINNING BALANCE	\$34,063,741	\$27,410,307	\$31,444,900	\$26,678,782	\$42,431,741
GASB 54 Adjustment ¹	0	0	0	(1,500,000)	0
ADJUSTED BEGINNING BALANCE	\$34,063,741	\$27,410,307	\$31,444,900	\$25,178,782	\$42,431,741
REVENUES					
Revenue Limit/LCFF	\$190,685,191	\$236,344,019	\$259,276,085	\$287,388,003	\$299,635,459
Federal Revenue	16,823,482	17,176,202	17,817,012	17,759,932	19,789,163
Other State Revenues	71,962,253	46,220,279	44,282,979	55,198,787	44,173,709
Other Local Revenues	<u>3,106,642</u>	<u>4,948,195</u>	<u>6,141,221</u>	<u>7,205,643</u>	<u>5,465,967</u>
TOTAL REVENUES	\$282,577,568	\$304,688,695	\$327,517,297	\$367,552,365	\$369,064,298
EXPENDITURES					
Certificated Salaries	\$134,725,680	\$139,747,424	\$145,898,275	\$149,170,985	\$155,066,152
Classified Salaries	44,368,611	47,138,827	50,200,766	54,615,250	56,160,995
Employee Benefits	70,070,688	64,996,109	78,554,196	88,073,389	85,200,736
Books and Supplies	7,430,860	10,145,288	14,348,454	15,802,207	19,722,714
Contracts and Operating Expenses	19,411,773	21,326,266	22,557,109	25,049,669	23,937,424
Capital Outlay	1,005,561	971,576	4,296,787	2,840,443	10,621,087
Other Outgo	<u>12,217,829</u>	<u>16,328,612</u>	<u>16,427,828</u>	<u>13,640,834</u>	<u>13,685,754</u>
TOTAL EXPENDITURES	\$289,231,002	\$300,654,102	332,283,415	\$349,192,777	\$364,394,862
OTHER FINANCING SOURCES	\$0	\$0	0	(\$1,106,628)	(\$1,500,000)
NET INCREASE (DECREASE)	(\$6,653,434)	\$4,034,593	(\$4,766,118)	\$17,252,959	\$3,169,436
ENDING BALANCE	\$27,410,307	\$31,444,900	\$26,678,782	\$42,431,741	\$45,601,177
Balance, Deferred Maintenance ¹	n/a	n/a	n/a	<u>2,131,610</u>	<u>1,633,360</u>
ENDING BALANCE, GAAP BASIS	\$27,410,307	\$31,444,900	\$26,678,782	\$44,563,351	\$47,234,537

¹The District has implemented *Government Accounting Standard Board Statement No. 54, Fund Balance Reporting and Government Type Definitions* ("GASB 54"), the effect of which was to reclassify and restate District's Deferred Maintenance Fund within the General Fund. However, the District's internal reporting, including the fiscal year 2015-16 unaudited actuals and 2016-17 budget, does not reflect the implementation of GASB 54, and therefore does not include activity within the Deferred Maintenance Fund.

Totals may not foot due to rounding.

Revenues

The District categorizes its General Fund revenues into four primary sources: revenue limit / LCFF sources, federal revenues, other State revenues and other local revenues.

Revenue Limit / Local Control Funding Formula (LCFF). For nearly half a century, State school districts operated under general purpose revenue limit funding based on a district's average daily student attendance, much of which was restricted by category as

to how each dollar could be spent. Revenue limit funding was calculated by multiplying a school district's ADA (using the greater of the current or prior year P-2 ADA) by the school district's revenue limit funding per ADA, with certain adjustments.

In landmark legislation effective fiscal year 2013-14, the State introduced a new formula, the local control funding formula ("LCFF"), to be phased in through fiscal year 2020-21. LCFF consolidates most categorical programs in order to give school districts more control over how to spend their revenues. At full implementation of LCFF, school districts will receive a uniform base grant per student based on grade span, a supplemental grant based on an unduplicated count of the targeted disadvantaged students ("unduplicated students") in the school district, and an additional concentration grant based on the number of unduplicated students in the school district above 55 percent, with qualifying schools receiving an additional necessary small school allowance. Approximately 72.6 percent of the District's students were unduplicated students as of the fiscal year 2015-16 second period report. The base, supplemental, and concentration grant amounts per student were set in fiscal year 2012-13 and are subject to cost-of-living adjustments thereafter. School districts that would otherwise receive less funding at full implementation of LCFF than they did under the revenue-limit system are also guaranteed an additional Economic Recovery Target ("ERT") grant to restore funding to at or above their pre-recession funding, adjusted for inflation. The ERT add-on is paid incrementally over the LCFF implementation period. In fiscal year 2015-16, the District's LCFF funding at full implementation is calculated to be \$315,624,333, comprised of \$254,107,840 in base grant funding, \$36,896,458 in supplemental grant funding, \$22,361,490 in concentration grant funding, and \$2,258,545 in add-on funding.

To calculate LCFF funding during the phase-in period, school districts calculate their "funding gap," the difference between LCFF funding calculated at full implementation and their "funding floor," an amount based on fiscal year 2012-13 funding levels under the revenue limit system adjusted for prior LCFF phase-in adjustments. School districts receive their funding floor plus a percentage of their funding gap as specified in the State budget. In fiscal year 2016-17, the State has budgeted funding 54 percent of the remaining funding gap, and the District is calculated to receive \$256,091,147 as its floor entitlement and \$31,289,223 in gap funding under LCFF. See "STATE FUNDING OF PUBLIC EDUCATION" herein for more information about LCFF.

Set forth in the following table is the District's actual LCFF funding per ADA for fiscal years 2013-14 through 2015-16 and budgeted LCFF funding per ADA for fiscal year 2016-17.

**LCFF Funding per ADA
Anaheim Union High School District**

Fiscal Year	<u>Funded ADA¹</u>	<u>Average LCFF Funding per ADA²</u>	<u>Average LCFF Funding per ADA at Full Implementation</u>
2013-14	_____	\$_____	\$_____
2014-15	_____	_____	_____
2015-16 ³	_____	_____	_____
2016-17 ⁴	_____	_____	_____

¹Funded ADA is the greater of current year P-2 ADA and prior year P-2 ADA.

²Represents average LCFF funding per ADA across grade spans.

³Unaudited.

⁴Budgeted.

Funding of the District's revenue limit and LCFF is accomplished by a mix of a) local taxes (composed predominantly of property taxes, and including miscellaneous taxes and community redevelopment funds, if any) and b) State apportionments. The majority of the District's revenue limit / LCFF funding comes from State apportionments.

LCFF revenues were 79.2 percent of General Fund revenues in fiscal year 2014-15, were 78.2 percent of General Fund revenues in fiscal year 2015-16 (unaudited) and are budgeted to be 81.2 percent of General Fund revenues in fiscal year 2016-17.

Federal Revenues. The federal government provides funding for several District programs. These federal revenues, most of which historically have been restricted, were 5.4 percent of General Fund revenues in fiscal year 2014-15, were 4.8 percent of General Fund revenues in fiscal year 2015-16 (unaudited) and are budgeted to be 5.4 percent of General Fund revenues in fiscal year 2016-17.

Other State Revenues. In addition to apportionment revenues, the State provides funding to the District for categorical programs. Many categorical programs previously classified as other State revenues were incorporated under LCFE in fiscal year 2013-14, causing a reduction in other State revenues. These other State revenues were 13.5 percent of General Fund revenues in fiscal year 2014-15, were 15.0 percent of General Fund revenues in fiscal year 2015-16 (unaudited) and are budgeted to be 12.0 percent of General Fund revenues in 2016-17. Included in other State revenues are proceeds received from the State from the State lottery. The District received pass-through payments from the dissolution of redevelopment agencies in the amount of \$2,541,453 in fiscal year 2015-16 (unaudited) and is budgeted to receive \$1,964,200 in pass-through payments in fiscal year 2016-17.

Other Local Revenues. Revenues from other local sources were 1.9 percent of General Fund revenues in fiscal year 2014-15, were 2.0 percent of General Fund revenues in fiscal year 2015-16 (unaudited) and are budgeted to be 1.5 percent of General Fund revenues in fiscal year 2016-17.

Expenditures

The largest components of a school district's general fund expenditures are certificated and classified salaries and employee benefits. Changes in salary and benefit expenditures from year to year are generally based on changes in staffing levels, negotiated salary increases, and the overall cost of employee benefits. Even with no negotiated salary increases or changes in staffing levels, normal "step and column" advancements on the salary scale result in increased salary expenditures.

The District has not completed negotiations with its certificated or classified bargaining units to finalize salary and benefit increases for fiscal year 2016-17 [To Confirm]. As a result, the District did not include certificated, classified and management employee salary and benefit increases in its fiscal year 2016-17 budget. Each one percent increase in salary for certificated, classified and management staff is budgeted to increase fiscal year 2016-17 expenditures by \$1,418,787, \$525,479 and \$159,179 respectively.

Employee salaries and benefits were 82.7 percent of General Fund expenditures in fiscal year 2014-15, were 83.6 percent of General Fund expenditures in fiscal year 2015-16 (unaudited) and are budgeted to be 81.3 percent of General Fund revenues in fiscal year 2016-17.

Short-Term Borrowings

The District has no short-term debt outstanding.

The District has in the past issued short-term tax and revenue anticipation notes. Proceeds from the issuance of notes by the District have been used to reduce inter-fund dependency and to provide the District with greater overall efficiency in the management of its funds. The District has never defaulted on any of its short-term borrowings.

Capitalized Lease Obligations

The District has made use of various capital lease arrangements in the past under agreements that provide for title of items and equipment being leased to pass to the District upon expiration of the lease period. As of June 30, 2015, the District had no such capital lease arrangements outstanding.

The District's outstanding certificates of participation are set forth in the following table.

**Outstanding Certificates of Participation
Anaheim Union High School District**

<u>Issue</u>	<u>Date Issued</u>	<u>Amount Issued</u>	<u>Final Maturity</u>	<u>Outstanding as of December 31, 2016</u>	<u>Debt Service in Fiscal Year 2016-17</u>
COP 2004 Series A	August 27, 2004	\$15,000,000	September 1, 2024	\$8,295,000	\$1,239,078
2003 QZAB COP	December 23, 2003	<u>5,000,000</u>	December 23, 2018	<u>5,000,000</u>	<u>0</u>
	Total	\$20,000,000		\$13,295,000	\$1,239,078

Long-Term Borrowings

The 2002 Election. On March 5, 2002 (the "2002 Election"), voters in the District authorized the issuance of not to exceed \$132,000,000 of general obligation bonds for authorized school purposes ("Measure Z"). Pursuant to Measure Z, the District issued three series of bonds: (i) on June 19, 2002, the District issued the Anaheim Union High School District, Orange County, California, Election of 2002 Series A General Obligation Bonds (the "Series 2002A Bonds") in the aggregate principal amount of \$91,999,603; (ii) on December 17, 2003, the District issued the Anaheim Union High School District, Orange County, California, Election of 2002, Series 2003 General Obligation Bonds (the "Series 2003B Bonds") in the aggregate principal amount of \$26,999,352; and (iii) on May 24, 2006, the District issued the Anaheim Union High School District (Orange County, California) General Obligation Bonds, 2002 Election, Series C (the "Series 2006C Bonds") in the aggregate principal amount of \$13,000,000. There is less than \$1,100 of authorization remaining under Measure Z.

On January 27, 2005, the District issued the Anaheim Union High School District, Orange County, California, 2005 Refunding General Obligation Bonds (the "2005 Refunding Bonds") in the aggregate principal amount of \$70,590,000 to refund the current interest portion of the Series 2002A Bonds. On October 30, 2012, the District issued the Anaheim Union High School District, (Orange County, California) 2012 General Obligation Refunding Bonds (the "2012 Refunding Bonds") in the aggregate principal amount of \$21,225,000 to refund the current interest portion of the Series 2003B Bonds. On May 27, 2015 the District issued the Anaheim Union High School District (Orange County, California) 2015 General Obligation Refunding Bonds (the "2015 Refunding Bonds") in the aggregate principal amount of \$57,455,000 to refund portions of the 2005 Refunding Bonds and 2006C Bonds.

The 2014 Election. On November 4, 2014 (the "2014 Election"), voters in the District authorized the issuance of not to exceed \$249,000,000 of general obligation bonds for authorized school purposes ("Measure H"). Pursuant to Measure H, the District issued the Anaheim Union High School District (Orange County, California) General Obligation Bonds, Election of 2014, Series 2015 (the "2015 Bonds") in the aggregate principal amount of \$63,455,000 on May 27, 2015. There is \$185,545,000 remaining authorization under Measure H.

The following table summarizes the District's outstanding long-term indebtedness as of December 31, 2016.

**Outstanding General Obligation Bonds
Anaheim Union High School District**

<u>Authorization</u>	<u>Issue</u>	<u>Final Maturity</u>	<u>Principal Amount Issued</u>	<u>Principal Outstanding as of December 1, 2016</u> ¹	<u>Debt Service in Fiscal Year 2016-17</u>
2002 Election	Series 2002A	August 1, 2026	\$91,999,603	\$2,209,603	\$0
2002 Election	Series 2003B	August 1, 2028	26,999,352	2,979,352	0
2002 Election	Series 2006C	August 1, 2022	13,000,000	0	891,750
Refunding	2012 Refunding	August 1, 2027	21,225,000	17,865,000	1,693,119
2014 Election	Series 2015	August 1, 2040	63,455,000	54,605,000	11,351,625
Refunding	2015 Refunding	August 1, 2025	57,455,000	53,005,000	6,155,750
Total			\$274,133,955	\$130,663,955	\$20,092,244

¹Excludes accreted value of capital appreciation bonds.

The District has never defaulted on the payment of principal of or interest on any of its long-term indebtedness.

Direct and Overlapping Bonded Debt

The statement of direct and overlapping bonded debt relating to the District, which is set forth in the following table, was prepared by California Municipal Statistics, Inc. It has been included for general information purposes only. The District has not reviewed the statement for completeness or accuracy and makes no representations in connection with the statement.

Contained within the District's boundaries are numerous overlapping local entities providing public services. These local entities may have outstanding bonds issued in the form of general obligation, lease revenue and special assessment bonds. The first column in the table names each public agency which has outstanding debt as of December 1, 2016, and whose territory overlaps the District in whole or in part. The second column shows the percentage of each overlapping agency's assessed value located within the boundaries of the District. This percentage, multiplied by the total outstanding debt of each overlapping agency (which is not shown in the table) produces the amount shown in the third column, which is the apportionment of each overlapping agency's outstanding debt to taxable property in the District.

The table generally includes long-term obligations sold in the public credit markets by the public agencies listed. Such long-term obligations generally are not payable from revenues of the District (except as indicated) nor are they necessarily obligations secured by land within the District. In many cases, long-term obligations issued by a public agency are payable only from the general fund or other revenues of such public agency. In addition, property owners within the District may be subject to other special taxes and assessments levied by other taxing authorities that provide services within the District. Such special taxes and assessments are not represented in the statement of direct and overlapping bonded debt.

**Statement of Direct and Overlapping Bonded Debt (As of December 1, 2016)
Anaheim Union High School District**

[To Come]

Source: California Municipal Statistics, Inc.

PROPERTY TAXATION SYSTEM

The State Constitution permits the levy of an *ad valorem* tax on taxable property not to exceed one percent of the full cash value of the property, a portion of which is provided to local school districts for general operating purposes. The levy of special *ad*

valorem property taxes in excess of the one percent levy is permitted as necessary to provide for debt service payments on school bonds and other voter-approved indebtedness.

Various County officers are responsible for the performance of each function in the property taxation system. Property tax revenues result from the application of the appropriate tax rate to the total net assessed value of taxable property in the District. All property, including real, personal and intangible property, is taxable, unless granted an exemption by the State Constitution or United States law. Under the State Constitution, exempt classes of property include household and personal effects, intangible personal property (such as bank accounts, stocks and bonds), business inventories, and property used for religious, hospital, scientific and charitable purposes. The State Legislature may create additional exemptions for personal property, but not for real property. Taxes on property in a school district with boundaries extending into more than one county are administered separately by each county in which the property is located (the District is located solely in the County).

Taxes on real property located within the District are assessed and collected by the County in the same manner, at the same time, and in the same installments as other *ad valorem* taxes on real property located in the County. Such taxes have the same priority, become delinquent at the same times and in the same proportionate amounts, and bear the same proportionate penalties and interest after delinquency, as do the other *ad valorem* taxes on real property located in the County. See “—Assessed Valuation of Property,” “—Tax Rates,” “—Tax Collections and Delinquencies,” and “—Deposit and Investment of Tax Revenues” herein.

Assessed Valuation of Property

The Orange County Assessor (the “County Assessor”) must annually assess all taxable property in the County (except for “utility” property, assessed by the State) to the person, business or legal entity owning, claiming, possessing or controlling the property on January 1, the lien date. The duties of the County Assessor are to discover all assessable property, to inventory and list all taxable property, to value the property, and to enroll the property on the local assessment roll. Locally assessed taxable property is classified as either “secured” or “unsecured” and is listed accordingly on separate parts of the assessment roll. The “secured roll” contains real property sufficient, in the opinion of the County Assessor, to secure the payment of the taxes as a lien on real property. All other property is unsecured and assessed on the “unsecured roll.”

Property assessed by the County is subject to the provisions of Proposition 13 (1978). The County Assessor, annually as of 12:01 a.m. January 1, computes the assessed value, also termed the “full cash value,” defined as its enrolled value as of March 1, 1975, adjusted annually for inflation in an amount not to exceed two percent, or, thereafter, its reappraised value at the time of a change in ownership or any new construction. The law, as amended, exempts from reappraisal certain changes in ownership and types of new construction and allows for reductions in assessed value in certain cases of decline in property value. An appeal process is available to any property owner who disagrees with the County Assessor’s valuation under Article XIII of the State Constitution and Section 1601, *et seq.*, of the California Revenue and Taxation Code.

If the current market value of a property is less than its assessed value, the County Assessor will temporarily enroll the property at its reduced market value under Proposition 8 (1978) upon either application by the property owner or review by the County Assessor. Following such a reduction, the County Assessor may increase the assessed value of the property each lien date by more than the two percent maximum increase allowed for properties assessed under Proposition 13 until restored to assessed value, at which point the property will once again be subject to assessment under the provisions of Proposition 13.

The District can make no predictions as to the changes in assessed values that might result from pending or future appeals of assessed valuation by taxpayers or temporary reductions in assessed valuation under Proposition 8. Any reduction in aggregate District assessed valuation will cause the tax rate necessary to repay the Bonds to increase accordingly. Any refund of paid taxes triggered by a successful assessment appeal will be debited by the County Treasurer against all taxing agencies receiving tax revenues, including the District.

The secured roll also includes the “utility roll,” a property tax assessment roll for property (also referred to as “unitary” property) located in the County but assessed by the State Board of Equalization (“SBE”) rather than by the County Assessor. Utility property includes property owned or used by State-regulated transportation and communications utilities such as railways, telephone and telegraph companies, companies transmitting or selling gas or electricity, and pipelines, flumes, canals and aqueducts lying within two or more counties. Property assessed by the SBE is not subject to the provisions of Proposition 13 and is annually reappraised at its market value as of 12:01 a.m. January 1. The property is then shared by formula among all the taxing jurisdictions in the County, including the District. The growth or decline in the assessed valuation of utility property is shared by all jurisdictions in the County. As for taxes assessed by the County Assessor, the County Tax Collector prepares and mails the tax bills and collects the taxes, and the County Treasurer holds and invests the tax revenue in the same manner as for locally assessed tax revenue. The District can make no predications regarding the impact of the reorganization of regulated

utilities and the transfer of electricity-generating property to non-utility companies on the amount of tax revenue collected. In general, the transfer of State-assessed property located in the District to non-utility companies will increase the assessed value of property in the District, since the property's value will no longer be divided among taxing jurisdictions in the County; the transfer of property located and taxed in the District to a State-assessed utility will, in general, reduce the assessed value in the District, as the value is shared among the other jurisdictions in the County.

The greater the total assessed value of all taxable property in the District, the lower the tax rate necessary to generate taxes sufficient to pay scheduled debt service on the Bonds. Shown in the following table are 10 years of the District's historical assessed valuation. Total secured assessed values include net local secured, secured homeowner exemption and utility values. Total unsecured assessed values include net local unsecured and unsecured homeowner exemption values.

**Historical Total Secured and Unsecured Assessed Valuation
Anaheim Union High School District**

Year Ended June 30	Total Secured Assessed Value	Total Utility Assessed Value	Total Unsecured Assessed Value	Total Assessed Value	Percentage Change
2008	\$30,873,418,510	\$3,347,424	\$1,565,808,239	\$32,442,574,173	--
2009	31,978,210,123	6,931,075	1,585,165,299	33,570,306,497	3.48%
2010	31,421,998,193	7,308,922	1,563,723,987	32,993,031,102	(1.72)
2011	31,282,150,043	7,308,922	1,591,683,744	32,881,142,709	(0.34)
2012	31,710,338,173	12,240,588	1,481,610,381	33,204,189,142	0.98
2013	32,550,587,900	1,633,743	1,497,592,459	34,049,814,102	2.55
2014	33,695,300,533	1,633,743	1,517,299,604	35,214,233,880	3.42
2015	35,229,717,378	1,633,743	1,821,844,403	37,053,195,524	5.22
2016	36,977,456,233	1,125,731	1,550,111,203	38,528,693,167	3.98
2017	38,893,017,746	1,125,731	1,449,885,411	40,344,028,888	4.71

Source: Orange County Assessor.

Shown in the following table is a distribution of taxable real property located in the District by principal purpose for which the land is used along with the local secured assessed valuation (excludes homeowners' exemption) and number of parcels for each use for fiscal year 2016-17.

**Assessed Valuation and Parcels by Land Use
Anaheim Union High School District**

[To Come]

Source: California Municipal Statistics, Inc.

Tax Rates

The State Constitution permits the levy of an *ad valorem* tax on taxable property not to exceed one percent of the property's full cash value, plus the amount necessary to make annual payments due on general obligation bonds or other indebtedness incurred prior to July 1, 1978, any bonded indebtedness for the acquisition or improvement of real property approved by a two-thirds majority of voters on or after July 1, 1978, and certain bonded indebtedness for school facilities approved by 55 percent of the voters. The County Auditor-Controller computes the additional rate of tax necessary to pay such scheduled debt service and presents the tax rates for all taxing jurisdictions in the County to the County Board.

The tax rate necessary to pay debt service in a given year largely depends on the net assessed value of taxable property in that year. The net assessed value of taxable property may be affected by several factors, such as a general market decline in land values, reclassification of property to a class exempt from taxation, such as property owned by State and local agencies, or property used for certain educational, hospital, charitable or religious purposes, or the destruction of taxable property caused by natural or manmade disaster, such as earthquake, flood, fire, drought, toxic dumping, etc. Any of these instances could cause a

reduction in the net assessed value of taxable property within the District, necessitating a corresponding increase in the annual tax rate to be levied to pay the principal of and interest on the Bonds. Issuance of additional authorized bonds in the future might also cause the tax rate to increase.

One factor in the ability of taxpayers to pay additional taxes for general obligation bonds is the cumulative rate of tax. The following table shows *ad valorem* property tax rates per \$100 of assessed value for the last five years in a typical tax rate area of the District (TRA ___-___). The fiscal year 2016-17 assessed valuation of TRA ___-___ is \$____, approximately ___ percent of the total assessed value of taxable property in the District.

Typical Total Tax Rates per \$100 of Assessed Valuation
TRA ___-___
Anaheim Union High School District

[To Come]

Source: California Municipal Statistics, Inc.

The more property (by assessed value) that is owned by a single taxpayer, the more tax collections are exposed to weakness in the taxpayer's financial situation and their ability or willingness to pay property taxes. In fiscal year 2016-17, no single taxpayer owned more than ___ percent of the total secured taxable property in the District. However, each taxpayer listed is a unique name on the tax rolls. The District cannot determine from assessment records whether individual persons, corporations or other organizations are liable for tax payments with respect to multiple properties held in various names that in aggregate may be larger than is suggested by the table.

The 20 taxpayers in the District with the greatest combined secured assessed valuation of taxable property on the fiscal year 2016-17 tax roll own property that comprises ___ percent of the local assessed valuation of secured property in the District. These taxpayers, ranked by aggregate assessed value of taxable property as shown on the fiscal year 2016-17 secured tax roll and the amount of each owner's assessed valuation for all taxing jurisdictions within the District are shown in the following table.

Largest Taxpayers
Anaheim Union High School District

[To Come]

Source: California Municipal Statistics, Inc.

Tax Collections and Delinquencies

Property taxes are levied for each fiscal year on taxable real and personal property situated in the taxing jurisdiction assessed as of January 1, at which time the tax lien attaches. The County Tax Collector is presented with a tax roll created from the combined rolls of the County Assessor and the SBE. The County Tax Collector prepares and mails tax bills to taxpayers and collects the taxes.

Property taxes on the regular secured roll are due in two equal installments. The first installment is due on November 1, and becomes delinquent at 5:00 p.m. on December 10, after which time a 10 percent penalty attaches. The second installment is due on February 1 and becomes delinquent at 5:00 p.m. on April 10, after which time a 10 percent penalty and \$23 cost attach. If taxes remain unpaid by 12:00 a.m. on July 1, the tax is deemed to be in default and a \$15 redemption fee is immediately added and the delinquent bill accrues redemption penalties of 1.5 percent per month until paid. After five years, generally, the County generally has the power to sell tax-defaulted property that is not redeemed; proceeds from such sale are applied to the payment of the delinquent taxes.

Property taxes on the unsecured roll are due annually. The bill is mailed no later than August 1; taxes on the unsecured roll as of July 31, if unpaid are delinquent at 5:00 p.m. on August 31, and thereafter subject to a 10 percent penalty as well as an additional \$75 fee. Taxes on property added to the unsecured roll after July 31, if unpaid on the last day of the month succeeding the month of enrollment, are delinquent and subject to a penalty at 5:00 p.m. or the close of business, whichever is later. The County has several methods of collecting delinquent taxes due on unsecured personal property: a civil action against the taxpayer, a judgment

lien on certain property belonging to the taxpayer, or seizure and sale of personal property, improvements, or possessory interests belonging or assessed to the taxpayer.

The following table shows a five-year history of real property tax collections and delinquencies in the District. As long as the Teeter Plan (described below) remains in effect in the County, the District will be credited with the full amount of the tax levy no matter the delinquency rate within the District. See “— Alternative Method of Tax Apportionment” herein.

**Secured Tax Charges and Delinquencies
Anaheim Union High School District**

Fiscal Year	Secured Tax Charge ¹	Amount Delinquent as of June 30	Percent Delinquent as of June 30
2009-10	\$49,636,668.12	\$1,270,447.04	2.56%
2010-11	49,404,819.53	913,148.76	1.85
2011-12	49,303,231.78	797,085.77	1.62
2012-13	51,945,807.22	704,953.20	1.36
2013-14	55,090,799.48	730,880.22	1.33
2014-15			

¹One percent General Fund apportionment.
Source: California Municipal Statistics, Inc.

Alternative Method of Tax Apportionment (Teeter Plan)

The County Board of Supervisors (the “County Board”) approved implementation of the Alternative Method of Distribution of Tax Levies and Collections and of Tax Sale Proceeds (the “Teeter Plan”) pursuant to Sections 4701 through 4717 of the California Revenue & Taxation Code. The Teeter Plan guarantees distribution to each local agency an amount equal to 100 percent of the taxes levied on their behalf on the secured *ad valorem* roll within the County, with the County retaining all penalties and interest affixed upon delinquent properties and redemptions of subsequent collections.

The cash position of the County Treasurer is protected by a special fund, known as the “Tax Loss Reserve Fund,” which accumulates moneys from interest and penalty collections. In any given fiscal year, when the amount in the Tax Loss Reserve Fund exceeds a specified amount as prescribed by law, such excess amounts may be credited for the remainder of that fiscal year to the County’s general fund. Amounts required to be maintained in the Tax Loss Reserve Fund may be drawn on to the extent of the amount of uncollected taxes credited to each agency in advance of receipt.

The Teeter Plan is to remain in effect unless the County Board orders its discontinuance or unless, prior to the commencement of any fiscal year of the County (which commences on July 1), the County Board receives a petition for its discontinuance from two-thirds of the participating revenue districts in the County. The County Board may also, after holding a public hearing on the matter, discontinue the procedures with respect to any tax levying agency or assessment levying agency in the County if the rate of secured tax delinquency in that agency in any year exceeds three percent of the total of all taxes and assessments levied on the secured rolls in that agency.

If the Teeter Plan were discontinued, only those secured property taxes actually collected would be allocated to political subdivisions, including the District. Further, the District’s tax revenues would be subject to taxpayer delinquencies, and the District would realize the benefit of interest and penalties collected from delinquent taxpayers, pursuant to law.

CITY AND COUNTY ECONOMIC PROFILE

General Information

The County, founded in 1889, is located on the State's southern coast between the counties of San Diego to the south, Los Angeles to the north, and San Bernardino and Riverside to the east. Comprised of approximately 798 square miles, the County has 34 incorporated cities, several of which are situated on the Pacific coast. The County's principal industries include tourism at its beaches and amusement parks, business and professional services, and technology and biomedical industries. Based on data compiled by CoreLogic Inc., the median sale price of a single-family home in the County was \$649,000 in August 2016, an increase of approximately 6.4 percent from \$610,000 in August 2015.

The City was founded in 1857 and incorporated in 1876. The City is located in the northwestern portion of the County, approximately 28 miles southeast of the City of Los Angeles and 90 miles north of the City of San Diego. The oldest and most populous city in the County, it is home to Disneyland, opened in 1955. The City is now the tenth largest city in the State. Based on data compiled by CoreLogic, Inc., the median sale price of a single-family home in the City was \$522,500 in August 2016, an increase of approximately 8.4 percent from \$482,000 in August 2015.

Population

The following table displays estimated population data as of January 1 for the past five years for the City, County and the State.

**Historical Population
City of Anaheim, Orange County and the State of California**

	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
City of Anaheim	346,613	351,611	353,104	355,497	358,136
Orange County	3,069,454	3,103,654	3,127,403	3,151,910	3,183,011
State of California	37,881,357	38,239,207	38,567,459	38,907,642	39,255,883

Data as of May 1, 2016.

Source: State Department of Finance.

Personal Income

Personal income is a significant indicator of future consumer demand. Total personal income includes income from all sources including net earnings, dividends, interest and rent, and personal current transfer receipts received by residents in the region. *Per capita* personal income ("PCPI") was \$55,096 in the County in 2014, an increase of 3.7 percent from 2013 levels, compared to an increase of 3.9 percent Statewide and 3.6 percent nationally. The following table shows PCPI for the County as well as for the State for the past five years data is available. Data for the County for 2015 is not yet available.

**Per Capita Personal Income
Orange County and the State of California**

	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Orange County	\$50,547	\$53,390	\$53,128	\$55,096	n/a
State of California	44,852	47,614	48,125	49,985	\$52,651

Source: U.S. Department of Commerce, Bureau of Economic Analysis.

Labor Force and Employment

The following table contains a summary of the City's historical unemployment data for the past four years and for the current year as of the most recent month available, not seasonally adjusted.

**Historical Unemployment
City of Anaheim**

	Annual 2012	Annual <u>2013</u>	Annual 2014	Annual <u>2015</u>	September <u>2016</u> ¹
Total Labor Force	170,200	169,400	169,200	170,700	174,700
Number of Employed	153,400	155,400	157,400	161,000	165,700
Number of Unemployed	16,800	14,100	11,700	9,700	9,000
Unemployment Rate	9.9%	8.3%	6.9%	5.7%	5.2%

¹Preliminary.

Source: State Employment Development Department.

The following table contains a summary of the County's historical unemployment data for the past four years and for the current year as of the most recent month available, not seasonally adjusted.

**Historical Unemployment
Orange County**

	Annual <u>2012</u>	Annual 2013	Annual <u>2014</u>	Annual 2015	September <u>2016</u> ¹
Total Labor Force	1,564,500	1,569,200	1,578,200	1,597,100	1,636,400
Number of Employed	1,441,400	1,465,900	1,491,800	1,525,600	1,570,100
Number of Unemployed	123,100	103,300	86,400	71,500	66,400
Unemployment Rate	7.9%	6.6%	5.5%	4.5%	4.1%

¹Preliminary.

Source: State Employment Development Department.

Employment by Industry

The following table shows the County's labor patterns by type of industry from 2011 through 2015.

Historical Employment by Industry¹ Orange County²

<u>Title</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Total, All Industries	1,389,600	1,425,600	1,464,100	1,498,200	1,545,200
Total Farm	3,200	2,800	2,900	2,800	2,500
Total Nonfarm	1,386,400	1,422,800	1,461,200	1,495,500	1,542,700
Total Private	1,237,100	1,274,900	1,312,500	1,343,200	1,386,400
Goods Producing	224,100	230,300	235,500	240,100	248,000
Mining, Logging, and Construction	69,800	71,900	77,500	82,700	91,100
Manufacturing	154,300	158,300	158,000	157,400	156,900
Service Providing	1,162,300	1,192,500	1,225,700	1,255,300	1,294,700
Private Service Providing	1,013,000	1,044,700	1,077,000	1,103,100	1,138,500
Trade, Transportation & Utilities	247,300	249,200	252,400	255,900	259,100
Information	23,800	24,300	25,000	24,500	25,500
Financial Activities	104,800	108,300	113,100	113,600	116,800
Professional & Business Services	247,700	260,600	267,300	276,600	285,400
Educational & Health Services	172,000	177,000	186,000	190,800	198,800
Leisure & Hospitality	174,000	180,600	187,800	194,500	204,000
Other Services	43,200	44,600	45,600	47,300	48,800
Government	149,300	147,900	148,700	152,200	156,200
Federal Government	11,600	11,100	11,000	10,900	11,100
State & Local Government	137,700	136,800	137,700	141,300	145,100

¹By annual average, not seasonally adjusted; March 2015 Benchmark.

²Anaheim-Santa Ana-Irvine MD.

Figures may not foot due to rounding.

Source: State Employment Development Department, Labor Market Division.

Major Employers

The following table provides a list of the 10 largest employers in the City, corresponding number of employees and percent of total employment in the City for fiscal year 2014-15.

**Major Employers
City of Anaheim**

<u>Rank</u>	<u>Employer</u>	<u>Number of Employees</u>	<u>Percent of Total County Employment</u>
1	Disneyland Resort	26,550	16.4%
2	Kaiser Foundation Hospital	6,040	3.7
3	Anaheim Regional Medical Center	1,300	0.8
4	Angels Baseball	1,139	0.7
5	L-3 Communications	1,070	0.7
6	Hilton Anaheim	975	0.6
7	Time Warner Cable Business Class	900	0.6
8	Carrington Mortgage Services LLC (CMS)	800	0.5
9	West Anaheim Medical Center	750	0.5
10	Honda Center	700	0.4
	Total	40,224	24.9%

Source: City of Anaheim, Comprehensive Annual Financial Report for the Year Ended June 30, 2015.

The following table provides a list of the ten largest employers and corresponding percent of total employment in the County for fiscal year 2013-14. Data for fiscal year 2014-15 is not yet available.

**Major Employers
Orange County**

<u>Employer</u>	<u>Number of Employees</u>	<u>Percent of Total County Employment</u>
1 Walt Disney Co.	25,000	1.56%
2 University of California, Irvine	22,253	1.39
3 County of Orange	18,053	1.12
4 St. Joseph Health System	12,062	0.75
5 Boeing Co.	6,890	0.43
6 Kaiser Permanent	6,040	0.38
7 Bank of America Corporation	6,000	0.37
8 Walmart	6,000	0.37
9 Memorial Health Care System	5,635	0.35
10 Target Corporation	5,400	0.34
Total		14.86%

Source: County of Orange, Comprehensive Annual Financial Report for the Fiscal Year Ended June 30, 2014.

Commercial Activity

Total taxable sales reported during calendar year 2014 in the City were reported to be \$6,163,023,000, a 6.1 percent increase from the total taxable sales of \$5,806,581,000 reported during calendar year 2013.

The number of establishments selling merchandise subject to sales tax and the valuation of taxable transactions in the City for the past five years is presented in the following table. Data for calendar year 2015 is not yet available.

**Taxable Retail Sales
City of Anaheim**

	<u>2010</u>	2011	<u>2012</u>	<u>2013</u>	2014
Sales Tax Permits	8,207	7,969	8,427	8,977	9,373
Taxable Sales (000's)	\$4,702,967	\$5,144,214	\$5,548,091	\$5,806,581	\$6,163,023

Source: State Board of Equalization

Total taxable sales reported during calendar year 2014 in the County were reported to be \$60,097,128,000, a 4.4 percent increase from the total taxable sales of \$57,591,217,000 reported during calendar year 2013.

The number of establishments selling merchandise subject to sales tax and the valuation of taxable transactions in the County for the past five years is presented in the following table. Data for calendar year 2015 is not yet available.

**Taxable Retail Sales
Orange County**

	<u>2010</u>	<u>2011</u>	2012	<u>2013</u>	2014
Sales Tax Permits	92,047	92,207	93,183	94,862	97,943
Taxable Sales (000's)	\$47,667,179	\$51,731,139	\$55,230,612	\$57,591,217	\$60,097,128

Source: State Board of Equalization.

Construction Activity

The number of residential building permits, which are required for all new residential construction, is an indicator of residential building activity in the near future. Estimated new residential building permits and total construction costs in the County for the past five years are shown in the following table.

**New Residential Building Permits
Orange County**

	<u>2011</u>	<u>2012</u>	2013	<u>2014</u>	2015
Single Family Residential Units	1,822	2,271	3,670	3,714	3,809
Multi-Family Residential Units	<u>2,530</u>	<u>3,811</u>	<u>6,752</u>	<u>5,577</u>	<u>6,962</u>
Total New Building Permits	4,352	6,082	10,422	9,291	10,771
Total Construction Costs	\$820,240,781	\$1,143,571,418	\$2,288,094,326	\$1,923,310,682	\$2,227,918,712

Data is for new privately-owned residential housing units authorized by building permits.

Source: U.S. Bureau of the Census, Building Permit Estimates.

CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND EXPENDITURES

Article XIII A of the State Constitution

Article XIII A, added to the State Constitution by Proposition 13 and amended over time, limits the *ad valorem* tax rate that can be levied on real property to one percent of its “full cash value” except to pay debt service, discussed below. “Full cash value” is defined as the property’s assessed value as of the fiscal year 1975-76 tax bill, annually increased by the lesser of either two percent or the rate of inflation. Subsequently, the property is reappraised for tax purposes upon a change in ownership or new construction. Several types of changes in ownership and construction have been exempted from the reassessment requirement by amendment, including improvements for seismic retrofit, solar energy, fire prevention, disability access, certain purchases of replacement dwellings for persons over age 55 and by property owners whose original property is destroyed in a declared disaster, and certain transfers of property between family members.

Any increase or decrease in assessed valuation is allocated among the various jurisdictions. In most years, the market value of a property increases at a rate greater than the two percent increase a county is allowed to calculate. As amended by Proposition 8 (1978), Article XIII A allows for the county to temporarily reduce the assessed value to current market value when the market value of the property falls below the property’s adjusted acquisition value due to an economic recession, natural disaster or other cause of damage. In years in which reduced reassessments are widespread, property tax revenue available to local governments such as school districts is reduced. Pursuant to interpretation of the California Revenue and Taxation Code and upheld by State courts, once the market has rebounded or the property has been repaired to substantially its original condition, a county may recapture the loss from the decreased value by increasing the assessed value of the property at a rate greater than two percent annually until it has regained the property’s pre-decline assessed value.

The one percent tax is levied and collected by each county, and the revenue is apportioned by the county to each local government agency in the taxing area roughly in proportion to the relative shares of taxes as levied prior to 1979. Local government agencies, including school districts, may not directly levy any *ad valorem* tax, unless the tax is levied to repay voter-approved indebtedness.

Tax May Exceed One Percent Only to Pay Voter-Approved Debt Service. As enacted by Proposition 13, the one percent limit on *ad valorem* taxes on real property does not apply to taxes levied to pay debt service (interest and redemption charges) on a local government’s indebtedness approved by the voters prior to July 1, 1978, or, thereafter, as amended by Proposition 46 (1986), bonded indebtedness for the acquisition or improvement of real property approved by a two-thirds majority. In addition, Proposition 39 (2000) added a provision allowing for a lowered voter approval rate specifically for bonds to fund school facilities projects. A school district or community college district may levy *ad valorem* taxes in excess of one percent with 55 percent voter approval if the bonds will be used for the construction, reconstruction, rehabilitation or replacement of school facilities or the acquisition or lease of real property for school facilities. The measure must include the specific list of projects to be funded and certification that the school district’s governing board has evaluated safety, class size reduction, and information technology needs in developing the list, and must conduct annual, independent financial and performance audits until all bond funds have been spent to ensure that the bond funds have been used only for the projects listed in the measure. Pursuant to legislation, the projected tax rate per \$100,000 of taxable property value levied as the result of any single election may be no more than \$60 in a unified school district, \$30 in a high school or elementary school district, or \$25 in a community college district.

Protection For Owners of Municipal Securities. State law imposes a duty on the county treasurer-tax collector to levy a property tax sufficient to pay debt service on voter-approved indebtedness as discussed above. The initiative power cannot be used to reduce or repeal the authority and obligation of a local government, such as a school district, to levy taxes pledged as security for payment of general obligation bonds or to otherwise interfere with performance of the duty of a local government, such as a school district, and the county with respect to such taxes. Although the initiative power may be used to reduce or repeal other types of charges or taxes imposed by local governments under Article XIII C, discussed below, the law may not be construed to mean that any owner or beneficial owner of a municipal security assumes the risk of or consents to any initiative measure that would constitute an impairment of contractual rights under the contracts clause of the U.S. Constitution.

Articles XIII C and XIII D of the State Constitution

Articles XIII C and XIII D, added to the State Constitution by Proposition 218 (1996) and amended over time, limit the ability of local governments, including school districts, to levy and collect other non-*ad valorem* taxes, assessments, fees and charges. The law established that every tax must be either a “general tax,” the proceeds of which can only be used for general government purposes, requiring the approval of a simple majority of voters, or a “special tax,” if the proceeds will be used for a specific purpose or if it is levied by a special-purpose government agencies, including school districts, requiring the approval of two-thirds

of voters. Special purpose government agencies, such as school districts, cannot levy general taxes. Any tax levied on property, other than the *ad valorem* tax governed by Article XIII A, is a special tax that must be approved by two-thirds of voter approval. The initiative power can be used to reduce or repeal local taxes, assessments, fees and charges. Article XIII D deals with assessments and property-related fees and charges and expressly cautions that its provisions shall not be construed to affect existing laws relating to the imposition of fees or charges as a condition of property development; however it is not clear whether the initiative power is available to repeal or reduce developer and mitigation fees imposed by the District.

Any Charge Imposed By Government Is A Tax. As amended by Proposition 26 (2010), the law defines any levy, charge, or exaction of any kind imposed by a local government as a tax. The following exceptions do not require voter approval: a reasonable charge for a specific benefit, privilege, product or service that is received only by the payor of the charge; a reasonable charge for regulatory costs of issuing a license or permit, performing an inspection or audit, or enforcing an order; a charge for use, rental, or purchase of government property; a charge, fine or penalty for violation of law; and assessments and property-related fees imposed as a condition of property development. Although such fees and charges levied by one taxing jurisdiction do not directly impact the amount of revenue available to another taxing jurisdiction from *ad valorem* property taxes, if the ability to impose the fee or charge is restricted, it could have an indirect affect on such revenues. For instance, if a school district shares taxing jurisdiction with another local government that charges certain properties for a benefit that increases the assessed value of the property, but then must discontinue the benefit, the lowered property values could impact the school district's share of the available revenues.

Limits on Government Appropriation

Article XIII B, added to the State Constitution by Proposition 4 (1979) (the "Gann Limit"), later amended by Proposition 111 (1990), limits the amount of tax revenue that may be spent each year by the State, counties, cities, and special districts, including school districts, to the amount appropriated by that entity in the prior year, adjusted for change in population and inflation (modified by Proposition 111, see below). Among other amendments made by Proposition 111, the spending limit is also adjusted when responsibility for the provision of a service is transferred from one government entity to another. The appropriation limit was initially to be calculated from the base year of fiscal year 1986-87; as amended by Proposition 111, it is calculated using fiscal year 1990-91.

As a result of several amendments, certain types of payments are exempted from the appropriations limit calculation, including debt service payments on indebtedness existing prior to January 1, 1979, or thereafter as approved by voters; certain benefit payments; court- or federally-mandated expenses; subventions, including certain State payments to K-12 school districts and community college districts (together, "K-14 school districts"); certain increases in revenues gained from fuel, vehicle and tobacco taxes; certain emergency appropriations; and qualified capital outlay projects (projects involving fixed assets such as land or construction that have an expected life of more than 10 years and a value greater than \$100,000).

Adjustments to Government Spending Limits. The method by which annual adjustments to the appropriation limit are made has significant impact. Initially tied to the rate of inflation, the adjustment is now more closely linked to the rate of economic growth by measuring the change in *per capita* personal income in the State, as amended by Proposition 111. Change in cost of living for the State and K-14 school districts is measured by the percentage change over the prior year in State *per capita* personal income. Change in population for K-14 school districts is measured by the prior year's average daily attendance; the State uses a complex formula that takes into account both changes in State population and changes in public school enrollment.

Taxpayer Rebates. As initially enacted, Article XIII B required that any tax revenues received by the State in excess of its appropriation limit be returned to taxpayers. As amended by Proposition 111, the excess tax revenues are now divided between increased education funding and taxpayer rebates. Calculated over two years so that government does not have to return excess tax revenues from one year if in the following year its appropriations are below its limit, half of any excess is transferred to K-14 school districts and half is returned to taxpayers through a revision of tax rates within two fiscal years. All excess tax revenues received by any local government entity must be returned to taxpayers. Any such excess revenues transferred to K-14 school districts are not counted as part of the school districts' base expenditures for calculating their entitlement for State aid in the next year, nor is the State's appropriations limit increased by this amount. If a K-14 school district's revenues exceed its appropriations limit, the school district may increase its appropriations limit to equal its spending by borrowing from the State's appropriations limit.

State Funding for Public Education

Article XVI, added to the State Constitution by Proposition 98 (1988), requires that “from all State revenues there shall first be set apart the moneys to be applied by the State for support of the public school system and higher education.” Known as the Proposition 98 minimum guarantee, funding for K-14 school districts, made up of a combination of State general fund income tax revenues and local property tax revenues, must be the greater of either the same percentage of State general fund revenues as was appropriated in fiscal year 1986-87, or the amount actually appropriated to such districts from the State general fund in the previous fiscal year, adjusted for increases in enrollment and changes in the cost of living. Each year, the exact amount allocated as the minimum guarantee, which is approximately equal to 40 percent or more of State general fund revenues, is determined by a set of tests.

Test 1 (“Share of the State General Fund”). Test 1 allocates approximately 41 percent of the State general fund revenue to K-14 school districts. Test 1 only applies if Test 2 or Test 3 does not result in additional funding for K-14 school districts. Test 1 has been used 4 times in the last 29 years, including fiscal year 2014-15.

Test 2 (“Personal Income”). Test 2 provides that K-14 school districts shall receive at least the same amount of combined State aid and local tax dollars as was received in the prior year, adjusted for the statewide growth in K-12 ADA and an inflation factor equal to the annual percentage change in *per capita* personal income. Test 2 is used if it results in more funding for K-14 school districts than Test 1 (unless Test 3 applies instead). Test 2 has been used in 14 of the past 29 years, including fiscal year 2015-16.

Test 3 (“Available Revenues”). Test 3 only applies in years in which the annual percentage change in *per capita* State general fund tax revenues plus one-half percent is lower than the “Test 2” inflation factor (*i.e.*, the change in *per capita* personal income), in which case the inflation factor is reduced to the annual percentage change in *per capita* State general fund tax revenues plus one-half percent. Test 3 has been used 9 of the past 29 years, including fiscal year 2016-17.

Maintenance Factor. In any year in which Test 3 is used, the difference between the amount appropriated under Test 3 and the amount that would have been appropriated under Test 2 is considered a credit to K-14 school districts (the “maintenance factor”) to be restored in future years when State revenue growth rebounds to exceed personal income. In fiscal year 2016-17, the State is projected to reduce the outstanding maintenance factor obligation to approximately \$548 million. In years of economic hardship, the State Legislature can suspend the minimum guarantee for a year by a two-thirds vote, which also triggers the maintenance factor obligation, to be restored in later years. Such suspension has only occurred twice, in fiscal years 2004-05 and 2010-11. The State Legislature has the authority to spend more than the minimum guarantee, although any increase creates a higher minimum floor for the following year; this has occurred from time to time. At times, the State also has had outstanding one-time Proposition 98 obligations known as “settle-up” obligations. A settle-up obligation is created when the minimum guarantee increases midyear and the State does not make an additional payment within that fiscal year to meet the higher guarantee. The increased amount is used as the base for the following year’s minimum guarantee. Settle-up funds can be used for any educational purpose, including paying off other state one-time obligations, such as deferrals and mandates.

Temporary Tax Increase To Fund Education and Repay Debt. From 2008 to 2012, the State eliminated more \$56 billion from State and local funding of services including education, police, fire, and health care. The passage of Proposition 30 (2012) allowed the State to levy a temporary sales tax (lasting four years) and income tax (lasting seven years), the revenues of which would be used to support increased funding for education and to help balance the State budget. Existing law requires that in years in which the State’s general fund revenues grow by a large amount funding for education must also be increased by a large amount. The tax revenues allocated to education as part of the minimum guarantee are deposited into the Education Protection Account (the “EPA”) and distributed quarterly to K-14 school districts (89 percent to K-12 school districts and 11 percent to community college districts) as a continuing appropriation not subject to budget adoption. The funds are distributed to school districts and community college districts in the same manner as existing unrestricted per-student funding, except that no school district receives less than \$200 per unit of ADA, and no community college district receives less than \$100 per full time equivalent student. The \$200 per ADA minimum funding guarantee of Proposition 30 is in addition to the \$120 ADA constitutional guarantee under Proposition 98. Each fiscal year, every school district’s proportionate share of the EPA will be recalculated four times. K-14 school districts have discretion to determine how the funding is spent as long as it is for any educational purpose and not for administrative costs, salaries or benefits. The Proposition 30 tax revenue is included in the Proposition 98 calculation, raising the guarantee by billions each year. The remaining Proposition 30 tax revenues will be used to balance the budget.

Community Redevelopment Agencies and Dissolution: Reduced Revenues For Local Governments and Increased State Education Costs. Beginning with the enactment of the Community Redevelopment Act (1945), superseded by the Community Redevelopment Law (1951) under Article XVI of the State Constitution, until the termination of the program by the State in 2011, a local government could improve an economically depressed area by creating a redevelopment agency (an “RDA”). The

mechanism allowed the RDA to pay for development projects with the future increase in property tax revenue, or “tax increment,” attributable to the growth in assessed value of taxable property within the project area when the project was complete. However, the allocation of the tax increment to the local RDA caused a reduction in the one percent countywide property tax levy for other local taxing agencies, including school districts, although *ad valorem* property taxes in excess of the one percent property tax levy collected for payment of debt service on school district bonds were not affected. To recover some of the lost tax revenue, school districts could negotiate with the RDA for “pass-through” payments of local tax revenues. However, because property tax revenues redirected to redevelopment agencies were replaced by increased State aid to the school district, in some cases there was little incentive for school districts to negotiate for greater amounts of pass-through from the RDAs; thus, the State’s share of reimbursements to such school districts soared into the hundreds of millions of dollars per year. However, basic aid school districts, in which there are unusually high property tax revenues per pupil, sustained property tax revenue losses unless pass-through payments were negotiated.

In 2011, the State Legislature approved Assembly Bill, First Extended Session 26 (“AB1X 26”) dissolving the more than 400 RDAs in the State to preserve core public services at the local level. The State Supreme Court upheld the legislation against legal challenges, ruling in *California Redevelopment Association v. Matosantos* (2011) that Proposition 22 did not prevent the State from ending the redevelopment program. RDAs were officially dissolved as of February 1, 2012 and successor agencies were established to facilitate the dissolution by managing projects underway, making payments on enforceable obligations, and disposing of assets and properties. Property taxes that would have been allocated to each RDA were deposited into a “redevelopment property tax trust fund” created and held for each former RDA by the county auditor-controller. Amounts in the redevelopment property tax fund, after payment of the county auditor-controller administrative costs, are applied each January 2 and June 1 in the following priority: (i) to pay pass-through payments to affected tax entities in the amounts that would have been owed had the former redevelopment agency not been dissolved; provided however that if a successor agency determines that insufficient funds will be available to make payments on the recognized obligation payment schedule and the county auditor controller verifies such determination, pass-through payments that had previously been subordinated to debt service may be reduced; (ii) to the former redevelopment agency’s successor agency for payments listed on the successor agency’s recognized obligation payment schedule for the ensuing six month period; (iii) to the former redevelopment agency’s successor agency for payment of administrative costs; and (iv) to school entities and local taxing agencies any remaining balance.

AB1X 26 contained language stating that agreements between an RDA and the city or county that created it were not enforceable obligations. However, Senate Bill 107, signed into law by the Governor on September 22, 2015, enacted to help give local governments more economic development tools to help improve struggling communities by streamlining the current dissolution process, enhance affordable housing by providing increased statewide funding and improving transparency, and expand types of loans for which cities and counties can seek reimbursement, defines the following agreements as enforceable obligations: (i) agreements between a city and RDA entered into at the time an indebtedness obligation to refund an obligation existing prior to January 1, 2011 is issued, or no later than June 27, 2011; (ii) agreements regarding certain highway infrastructure improvement projects entered into prior to June 28, 2011 or (iii) certain agreements regarding federal grants or loans.

Some school districts receive pass-through payments during the dissolution process. See “DISTRICT FINANCIAL INFORMATION—Revenues” herein.

Disbursement of State Funds Without Enacted Budget-- Jarvis v. Connell. In years in which the State Legislature has not been able to enact a budget by the deadline, the fiscal year begins without an enacted budget, and the State has, in some cases, issued registered warrants, or IOUs, to pay certain State employees’ wages and State debts. In 1988, during such a budgetary impasse, a taxpayers’ association sued the State Controller over these payments, arguing they were not authorized without an enacted budget. In the case, known as *Jarvis v. Connell*, the State Court of Appeal held that without an enacted budget, State funds may not be disbursed unless the payment is authorized by the State Constitution, as a continuing appropriation, or by federal mandate. This could affect school district budgets to the extent that, if there is neither an enacted budget nor emergency appropriation, State payments owed to school districts could be delayed unless they are required as a continuing appropriation or federal mandate. As upheld by the State Supreme Court in 2003, the State is not authorized to disburse funds without an enacted budget or other appropriation, but under federal law is required to pay State employees who are protected by federal wage laws under the Fair Labor Standards Act.

Local Property Tax Revenue May Not Be Diverted From Local Governments. State and local governments’ funding and responsibilities are interrelated. Both levels of government share revenues raised by certain taxes such as sales and fuel taxes, and both also share in the costs for some programs such as health and social services. Although the State does not receive local property tax revenue, it has had authority over the distribution of these revenues among local agencies and school districts. Under Article XIII A, the State had the authority to permanently shift property taxes among local governments. At times, the State fulfilled some portion of the Proposition 98 minimum guarantee by shifting some of the property tax revenues share belonging to cities, counties, other special districts and redevelopment agencies, to K-14 school districts through an Educational Revenue

Augmentation Fund (the “ERAF”) established in each county; conversely shifting costs for courts to the State, which reduced court costs for local governments. The passage of Proposition 1A (2004), amending Articles XI and XIII, reduced the State’s authority over major local government revenue sources by preventing the State from reducing the property tax share allocated to cities, counties, and special districts—changing the allocation of property tax revenues between local governments now required two-thirds approval of the State Legislature. However, Proposition 1A did not prevent the State from transferring property taxes to schools in the case of severe fiscal hardship and a two-thirds vote by the State Legislature.

The passage of Proposition 22 (2010) amended Articles XIII and XIX of the State Constitution to prevent the State government, even during times of severe fiscal hardship, from taking revenue derived from locally imposed taxes, such as parcel taxes, hotel taxes, utility taxes, and sales taxes, the revenues of which are dedicated to local cities, counties, school districts or other special districts and are used to fund public safety, emergency response, and other local services, or from taking local public transit or transportation funds, such as funds from certain fuel taxes, for State uses. The measure also prevented the State from delaying distribution of tax revenues to local governments, redirecting redevelopment agency property tax revenue to other local governments such as school districts, or shifting money to the school districts under the ERAF program. One objective of the measure was to stabilize local government revenue sources by restricting the State’s control over local property taxes. As a result of Proposition 22, the State would have to take other actions to balance its budget in some years, such as reducing State spending or increasing State taxes. Proposition 22’s restriction of the State’s ability to shift local funds made K-14 school districts more directly dependent on the State general fund for Proposition 98 funding.

Deferrals of Payments Owed to K-14 School Districts. Beginning fiscal year 2001-02, as a temporary budget solution, the State postponed, or deferred, payments owed to K-14 school districts for a few weeks, allowing the State to save money while school districts continued to operate by borrowing money or dipping into reserves. Because the deferral lasted only a matter of weeks, there was little impact on school district finances or operations. However, especially during the last recession, the State came to rely excessively on deferrals of payments to K-14 school districts to balance the State budget. As both the length and the amount of deferrals increased, the State withheld several billions of dollars from school districts, resulting in a financial crisis for K-14 school districts which could no longer borrow enough or find reserves to cover the funding shortfall, and program reduction and teacher layoffs ensued. State reliance on payment deferrals peaked in fiscal year 2011–12 when the State deferred approximately 20 percent of all K-14 school district funding. Increasing deferrals authorize school districts to spend at a level of programming the State cannot afford, making the State budget less transparent, and create large future obligations of the State to repay the deferrals. However, as the economy has rebounded, the State has made the repayment of deferrals a priority, and repayment of current deferrals is budgeted to be complete in fiscal year 2015-16.

State and School District Budgetary Reserves

Proposition 58 (2004) amended Article IV of the State Constitution to require that the State enact a balanced budget in which estimated revenues would meet or exceed estimated expenditures in each year, and that mid-year adjustments be made if the budget falls out of balance if estimates are incorrect. The law also established the Budget Stabilization Account (the “BSA”) in the State’s general fund, which required a deposit of three percent of the general fund each year, although rules regarding how money would be deposited to the BSA and how such deposits may be spent were amended by Proposition 2, discussed below.

New Formula to Build State Reserves and Repay Debt. The passage of Proposition 2 (2014) addressed the need for long-term financial stability in the State in the face of economic volatility by devoting funds to paying down the State’s debt and changing the State’s reserve policies, revising the rules for the State’s existing BSA and creating a new budget reserve for K-14 school districts called the Public School System Stabilization Account (the “PSSSA”). The law reduced legislative discretion over certain budget decisions regarding how quickly to repay State debts and when reserve funds are needed, requiring that 1.5 percent of the State general fund be deposited into the BSA annually, plus an additional amount when the State receives spikes in capital gains tax revenue exceeding eight percent of State general fund revenues. The PSSSA, which would also be funded with the capital gains spikes, would be drawn on when the State support required by Proposition 98 exceeded available general fund and property tax revenues. The new law requires that for the following 15 years, half of the funds deposited each year into the BSA must be used to pay fiscal obligations such as budget loans and unfunded State level pension plans. After 15 years, half of the deposited amount must be saved, and the other half will be used to pay debt payments or for further savings. Funds may be withdrawn from BSA only for a disaster or if, over three years, spending does not rise above the highest level of spending. In the case of a recession, only half of the funds can be withdrawn. As a result of Propositions 98 and 2, a large amount of incremental gains in the State’s general fund revenues are allocated to building reserves and repaying debt. The law also requires multi-year budgetary forecasting. However, these calculations depend largely on estimates of capital gains taxes, a variable that is largely unknown for two years after a budget is enacted for a fiscal year. The law also included trailing legislation providing that in the event of the PSSSA receiving large enough deposits, individual school districts would not be allowed to keep as much of their own funds set aside in reserves.

Limits On School District Reserves—Minimum and Maximum Amounts. The State has a constitutional obligation to ensure that school districts continue to operate even in times of financial difficulty so that the education of students in the State is not disrupted. To prevent a school district from entering into a financial crisis that would require an emergency loan from the State, the State requires school districts to maintain a minimum reserve in its general fund's Reserve for Economic Uncertainties to help school districts manage cash flow, address unexpected costs, save for large purchases, reduce costs of borrowing money, and mitigate the volatility in funding produced by the reliance on tax revenue funding sources. The minimum reserve amount required depends on the size of the school district's enrollment. Smaller school districts are required to keep a higher percentage of reserves because they are more easily overwhelmed by unexpected costs, such as a single major facility repair, which could deplete most of its reserves in a single year. School districts with enrollment of 300 or fewer students, which represent 25 percent of school districts, must keep a minimum reserve of five percent of expenditures. School districts with enrollment of 301 to 1,000 students, which represent 17 percent of school districts, must keep a minimum reserve of four percent. School districts with enrollment of 1,001 to 30,000 students, which represent 55 percent of school districts, must keep a minimum reserve of three percent. School districts with enrollment of 30,001 to 400,000 students, which represent three percent of school districts, must keep a minimum reserve of two percent. The one school district in the State with an enrollment of 400,001 or more students must keep a minimum reserve of one percent. Many school districts attempt to keep their reserve levels higher than State minimum requirements, from five percent to as much as 25 percent of expenditures. A 17 percent reserve is equal to approximately two months of expenditures and is a standard reserve level for local public agencies.

However, Proposition 2 included trailing legislation that would cap the maximum amount a school district could keep in its reserve in a year following one in which the State makes a deposit into the PSSSA. The State would make a PSSSA deposit if all of the following conditions were met: in a Test 1 year, wherein Proposition 98 has not been suspended by a vote of the State Legislature, the Proposition 98 maintenance factor is completely restored and no new maintenance factor is created, and State capital gains tax revenue is more than eight percent of State general fund revenues. In a year following a PSSSA deposit, a school district could not adopt a budget with total ending assigned and unassigned reserves of more than twice the applicable State minimums for reserves, with such minimums ranging from one to five percent of expenditures depending on the size of the school district. County education officials could exempt a school district from the cap if the school district demonstrates that it faces extraordinary fiscal circumstances, including undertaking multi-year infrastructure or technology projects. In anticipation of a future maximum cap on reserves, some school districts may start to spend reserves on teacher pay, books, and other costs in the next few years. Other school districts may wait until after a PSSSA deposit occurs to either spend large amounts all at once or seek exemptions from county education officials to keep their reserves above the maximum levels. If a school district has a smaller reserve as a result, it could affect the school district's financial condition at the time of an economic downturn.

Impact of Future Legislation.

Laws affecting school district funding and the power of State and local governments to raise and spend revenue have been subject to many changes as voters and lawmakers react to economic and political cycles. The complex patchwork of the many different provisions at times results in uncertainty regarding their operation or interpretation. Many of the laws discussed above were enacted through the State's initiative process. Initiative constitutional amendments may be changed only by another statewide initiative. Legislative constitutional provisions may be changed by a majority vote of both houses of the State Legislature and approval by the Governor, if the change furthers the purposes of the provision. The District cannot predict whether or when the voters in the State or the State Legislature will approve further legislation that could restrict the District's sources of revenue or its ability to spend that revenue, or require the District to appropriate additional revenue.

STATE FUNDING OF PUBLIC EDUCATION

Sources of Revenue for Public Education

There are four general sources of funding for K-12 school districts in the State: the federal government, local property taxes, other local funding sources and State funding, the principal source of funding for most school districts.

Federal Funds. In fiscal year 2014-15, federal revenues accounted for approximately 10 percent of K-12 public education funding within the State. Approximately 95 percent of these funds are designated for particular purposes such as special education, the Every Student Succeeds Act, Drug Free Schools, and Title I programs for economically or otherwise disadvantaged students.

Local Property Taxes. In fiscal year 2014-15, local property taxes accounted for approximately 19 percent of K-12 public education funding within the State. Property taxes are constitutionally limited to one percent of a property's value, except as needed to repay voter-approved debt. Approximately 10 percent of school districts in the State receive more from local property tax revenue than they would under the State formulas; these "basic aid" districts may retain property tax revenue exceeding the amount of funding calculated under LCFF they must still comply with the State accountability requirements. The District is not a basic aid district.

Other Local Funds. In fiscal year 2014-15, miscellaneous local sources are expected to account for approximately five percent of K-12 public education funding within the State. There are several types of revenue a school district may receive from other local sources, including developer fees on new residential or commercial development within the school district's boundaries to finance the construction or renovation of school facilities; parcel taxes to fund specific programs within the school district, requiring the approval of two-thirds of voters; property lease revenues from the lease or sale of unused sites or facilities; and private donations. In addition, a significant number of school districts have secured voter approval to sell general obligation bonds or to establish special taxing districts for the construction of school facilities. Use of such taxes is restricted by law. Such taxes are expected to account for approximately five percent of K-12 public education funding in the State in fiscal year 2014-15.

State Funds. Most school districts in the State receive the majority of their funds from the State. In fiscal year 2014-15, State funds are expected to account for approximately 61 percent of K-12 public education funding in the State. State funds for K-12 public education is almost entirely comprised (88 percent in fiscal year 2014-15) of the Proposition 98 minimum guarantee of combined State general fund and local property tax revenues. The remainder of State funding comes from targeted programs such as facilities improvement and the few remaining specified categorical programs, such as special education, nutrition, afterschool programs, and home-to-school transportation; and State lottery funds, a portion of which may only be used for instructional purposes. Because the State's funding for education on the amount of money available in the State general fund, more than sixty percent of which comes from personal income taxes, and more than 10 percent of which comes from capital gains taxes, a downturn in the stock market may significantly impact the amount of funding available for education. For instance, during the recession in fiscal year 2011-12, State general fund revenues available for education funding were approximately eight percent less than the amount available four years prior. Provisions added to the State Constitution and statutes in 2013 and 2014 attempted to provide funding stability to public education by capturing spikes in capital gains revenue to use for paying down debts and obligations and to create reserves. See "CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND EXPENDITURES—State and School District Reserves" and "—State Budget Process" herein.

The State Revenue Limit. From fiscal years 1973-74 through 2012-13, school districts received State funding through the "revenue limit" system, which allocated a revenue limit amount of total funding to each school district, per average daily attendance, annually adjusted for cost-of-living increases. The revenue limit for each school district was funded first by the amount of available property tax revenue, and the remaining balance was met by State funds. Basic aid districts, in which the revenue limit was met solely from local property tax revenue, received no general purpose revenue limit funding from the State although such districts did continue to receive the constitutionally required minimum funding of "basic aid" per pupil and categorical State and federal aid for specific programs and purposes.

Local Control Funding Formula (LCFF). In fiscal year 2013-14, the State Legislature replaced the existing revenue limit system with a new formula called the Local Control Funding Formula ("LCFF"), transferring control over spending to local school districts with community input. As under the revenue limit system, LCFF is funded with available local property tax revenue, with the remaining balance funded by the State. Under the "hold harmless" provision, no school district will receive less State aid than it received in fiscal year 2012-13. The core components of the LCFF for each school district are its floor entitlement, target entitlement, Minimum State Aid ("MSA") and ERT entitlement, if eligible. For some school districts, their per-pupil undeficitated fiscal year 2012-13 funding was higher than their LCFF entitlement at full implementation. Such districts will have their undeficitated funding level restored through a supplemental ERT add-on payment. School districts that are eligible for ERT funding will receive the difference between their LCFF target and their LEA's fiscal year 2012-13 undeficitated funding, adjusted for cost of living increases. The ERT add-on will be paid incrementally over the LCFF implementation period. See "DISTRICT FINANCIAL INFORMATION—Revenues" herein.

Under LCFF, all public school districts in the State receive the same base grant for each grade span, based on ADA. In fiscal year 2016-17, the base grants are \$7,820 for kindergarten through third grade, \$7,189 for fourth through sixth grade, \$7,403 for seventh through eighth grade, and \$8,801 for ninth through twelfth grade, which include adjustment increases for class size reduction for kindergarten through third grade and career technical education for ninth through twelfth grade. School districts receive a supplemental grant of 20 percent of the base grant for each unduplicated student in the school district, defined as low-income, English-learner, or foster youth. Enrollment counts are unduplicated, such that students may not be counted as both English-learner and low-income (foster youth automatically meet the eligibility requirements for free or reduced-price meals, and are therefore not discussed separately). School districts with more than 55 percent enrollment of unduplicated students receive

concentration funding. The concentration grant is an additional 50 percent of the base grant for each unduplicated student above the threshold. The concentration grants are intended to address the additional academic challenges faced by such students when their peers are similarly disadvantaged. The supplemental and concentration factors are allocated so that as a school district's proportion of unduplicated students increases, so does its total funding allocation. A school district in which 100 percent of enrollment is unduplicated students will receive 42.5 percent more total funding than a school district with no unduplicated students. For accounting purposes, all LCFF funds will be accounted for as an unrestricted resource. School districts have broad discretion to decide how to spend the base grant. The supplemental and concentration grants must be used to increase or improve services to the population they are intended to serve, although some services may be provided district- or site-wide. The supplemental and concentration grant amounts are based on the unduplicated count of pupils divided by the total enrollment in the school district, based on the fall P-1 certified enrollment report.

Approximately 10 percent of school districts in the State receive the full amount of more of their State floor entitlement from local property tax revenue. Such school districts are called "basic aid districts." Although these districts receive more from local property tax revenue than their calculated State funding level, they continue to receive Minimum State Aid or "hold harmless" funding provision (the "MSA") from fiscal year 2012-13 levels. The transition entitlement for such school districts is comprised of its floor entitlement, gap funding, ERT, and MSA funding amounts. Because the amount that school districts are entitled to receive under LCFF is, generally, greater than under the previous revenue limit allotment, some school districts that were basic aid districts under the previous system will no longer be if the property tax revenue available to the school district no longer funds or exceeds the amount the school district is entitled to receive under LCFF.

The implementation of LCFF began in fiscal year 2013-14, with full implementation planned within eight years, by fiscal year 2020-21. Until full implementation has occurred, the difference between the actual amount districts receive in a year and the target amount they will receive as of full implementation is referred to as the "funding gap." The funding gap is determined by the difference between the "funding floor," or amount of funding a school district received the prior year, and the target amount of funding the school district will receive at full implementation. The funding floor consists of fiscal year 2012-13's deficit revenue limit divided by ADA multiplied by current year ADA, plus the sum of any categorical funding. Sufficient funding was available to fund 12 percent of the funding gap in fiscal year 2013-14, 33 percent of the gap in fiscal year 2014-15, and 52 percent of the gap in fiscal year 2015-16; projected funding of 54 percent of the gap in fiscal year 2016-17, the fourth year of implementation of LCFF, will bring LCFF to 96 percent of full implementation.

The LCFF does not alter the budget adoption process for school districts. The State funds school districts in monthly installments based on calculations made in a series of three apportionments throughout the fiscal year. Each apportionment includes funding for the LCFF and for other State programs. The amount of each apportionment is based on calculations made by each school district and reviewed by its county office of education. The Advance Principal Apportionment ("Advance Apportionment"), certified by July 20, sets forth the amount the school district will receive for the year, paid in a series of installments from August through January. The First Principal Apportionment ("P-1 Apportionment"), certified by February 20, set forth a new calculation based on the school district's first period ADA determined as of December, for installments that will be paid to the school district from February through June. The Second Principal Apportionment ("P-2 Apportionment"), certified July 2, based on second period ADA determined as of April, recalculates the amount of the final installment for the fiscal year paid to the school district in July. At the close of the fourth quarter, a final annual recalculation ("Annual Apportionment") provides an updated estimate of the prior year's adjustment. In addition, under the EPA, districts receive a quarterly allocation of the tax revenue received from the temporary tax increase under Proposition 30. The funds in the EPA are allocated between K-14 school districts by 89 percent and 11 percent, respectively, in quarterly allocations made in September, December, March and June each year. The amount received by a school district under EPA is a reduction to the aid the school district receives from the State applied at each principal apportionment certification.

Each school district must demonstrate that its spending decisions are producing the desired results of increased student performance as stated in each school district's own LCAP. Each school district must create its own annually updated LCAP with input from teachers, parents and the community, including the parents or guardians of unduplicated students. School districts must review and share the results to determine whether spending achieved the goals stated in the LCAP, for each school site and for the school district as a whole. All school districts must use the State's LCAP template beginning fiscal year 2014-15. The LCAP of each school district is overseen and approved by the county superintendent. Charter schools must comply with LCFF and generally receive the same funds as public schools, although calculation of targeted disadvantaged students differs somewhat to prevent abuse of the system. There are also differences in the process of LCAP adoption and assessment. In the case of a charter school that fails to perform according to its LCAP, the State is not required to provide the same support that a public school district or county office of education receives, and its charter can be revoked.

The State Budget Process

Under the State Constitution, money may be drawn from the State Treasury only through an appropriation authorized by law. The primary source of annual appropriations authorizations is the Budget Act approved by the State Legislature and signed by the Governor, which can provide for projected expenditures only to the amount of projected revenues and balances available from prior fiscal years.

The annual budget cycle begins when the Governor releases a proposed budget in January for the next fiscal year, which starts each July 1 and ends June 30. The Governor releases a revised budget in May based on new projections regarding State revenues and feedback from the State Legislature and other constituents. The State Constitution requires that the State Legislature pass the Budget Act by June 15 by majority approval from both Houses. The Governor may reduce or eliminate specific line items in the Budget Act or any other appropriations bill without vetoing the entire bill. Such individual line-item vetoes are subject to override by a two-thirds majority vote of each House of the State Legislature.

Appropriations may also be included in legislation other than the Budget Act. Bills containing appropriations (including for K-14 education) must be approved by a majority vote in each House of the State Legislature, unless such appropriations require tax increases, in which case they must be approved by a two-thirds vote of each House of the State Legislature, and be signed by the Governor. The State Constitution or a State statute may also provide for continuing appropriations that are available without regard to fiscal year. Funds necessary to meet an appropriation need not be in the State Treasury at the time such appropriation is enacted; revenues may be appropriated in anticipation of their receipt.

The 2015-16 State Budget

On June 24, 2015, the Governor signed the 2015 Budget Act and associated trailer bills to enact the fiscal year 2015-16 State budget (the "2015-16 State Budget"). The 2015-16 State Budget includes State general fund revenues of \$115.0 billion, representing a 3.3 percent increase from fiscal year 2014-15 levels, and State general fund expenditures of \$115.4 billion, representing a 0.8 percent increase from fiscal year 2014-15 levels. The State's general fund balance is budgeted to be \$2.1 billion at the end of fiscal year 2015-16, with total reserves of \$4.6 billion, including \$1.1 billion in the traditional general fund reserve and \$3.5 billion in the BSA. The 2015-16 State Budget projects that State general fund tax revenues in fiscal years 2014-15 and 2015-16 will be \$2 billion and \$1 billion, respectively, more than projected in the prior year budget for fiscal year 2014-15 due to the strong economy and additional revenues from temporary taxes.

Major features of the 2015-16 State Budget include paying down debt, funding reserves, counteracting the effects of poverty, increasing spending on education and health care, workforce development, drought assistance, and creating the State's first earned income tax credit. The 2015-16 State Budget also includes funding to address the State's significant continuing liabilities in deferred maintenance of infrastructure and retiree benefits.

The following table from the State Legislative Analyst’s Office identifies historical and budgeted State general fund revenues, expenditures and fund balances.

**State General Fund
2015-16 State Budget**

	2014-15 State Budget (Millions)	2015-16 State Budget (Millions)
Prior-year Fund Balance	\$5,590	\$2,423
Revenues and Transfers	111,307	115,033
Expenditures	<u>114,473</u>	<u>115,370</u>
Ending Fund Balance	\$2,423	\$2,086
Encumbrances	971	971
Special Reserve for Economic Uncertainties	1,453	1,116
Reserves		
Special Reserve for Economic Uncertainties	\$1,453	\$1,116
Pre-Proposition 2 Budget Stabilization Account	1,606	1,606
Proposition 2 Budget Stabilization Account	-	<u>1,854</u>
Total Reserves	\$3,059	\$4,576

Totals may not foot due to rounding.

Source: The State Legislative Analyst’s Office.

Education Funding. The Proposition 98 minimum guarantee funding for K-14 education continues to increase, due to the rebounding economy, after reaching a low of \$47.3 billion in fiscal year 2011-12. The 2015-16 State Budget provides a minimum guarantee for K-14 Proposition 98 funding of \$68.4 billion. This figure is \$2.1 billion (3.2 percent) more than the revised fiscal year 2014-15 level.

The 2015-16 State Budget reduces the State’s outstanding obligations to K-14 education by paying \$3.8 billion on the K-14 mandates reimbursement backlog (\$3.2 billion of which pays down K-12 mandates), reducing the total backlog to \$1.5 billion, and retires all K-14 payment deferrals with a payment of \$1 billion (\$897 million of which pays K-12 deferrals), representing the first budget since fiscal year 2000-01 to make all K-14 payments on time. The 2015-16 State Budget also retires the \$273 million owed under the terms of a legal settlement for the Emergency Repair Program (“ERP”) obligation.

The Proposition 98 maintenance factor payment, adjusted annually for changes in K-12 attendance and *per capita* personal income, was an estimated \$2.6 billion at the end of fiscal year 2014-15. Constitutionally obligated to make additional payments when State revenue grows more than *per capita* personal income, under the 2015-16 State Budget the State will make a large maintenance factor payment that will eliminate most of the maintenance factor obligation, leaving \$772 million in outstanding maintenance factor obligation at the end of fiscal year 2015-16.

Of the \$68.4 billion minimum guarantee to K-14 school districts in the State, K-12 public education is budgeted to receive \$59.5 billion, which is \$5.3 billion (9.9 percent) more than the prior year budget for fiscal year 2014-15, and \$1.2 billion (2.1 percent) more than the revised fiscal year 2014-15 funding level. The 2015-16 State Budget provides an increase of \$7.6 billion for K-12 LCFF spending, bringing total LCFF funding to \$52 billion and closing approximately 52 percent of the remaining gap to full implementation. This equals a 13 percent year-over-year increase in LCFF funding, funding 90 percent of the estimated full LCFF implementation cost. Per-pupil spending for K-12 public education under Proposition 98 is budgeted to be \$9,942 in fiscal year 2015-16, an increase of \$1,011 (11 percent) per-pupil from the prior year budget for fiscal year 2014-15 and more than \$3,000 per pupil higher than fiscal year 2011-12 levels. The 2015-16 State Budget also provides \$455 million for technical adjustments and changes to the fiscal year 2014-15 Proposition 98 funding levels for K-12 public education.

In addition, the 2015-16 State Budget provides for Proposition 98 general funds for certain K-12 programs, as well as certain preschool and adult education programs listed below.

Career Technical Education: \$900 million in one-time funds to support a transitional CTE Incentive Grant Program spread over three years (\$400 million in fiscal year 2015-16, \$300 million in fiscal year 2016-17, and \$200 million in fiscal year 2017-18).

Educator Support: \$500 million in one-time funds to promote teacher quality and effectiveness aligned with current content standards available for spending over three years.

Special Education: \$60 million (\$50 million ongoing and \$10 million one-time funds) for a package of measures for special education that emphasize early childhood education.

Internet Infrastructure: \$50 million for the second phase of ensuring Internet infrastructure for on-line academic testing.

Quality Education Investment Act Transition Funding: \$4.6 million in one-time expenditures to provide half of the final apportionment of Quality Education Investment Act funding to selected school districts in fiscal year 2015-16 that do not qualify for concentration grant funding under LCFF.

Adult Education: \$500 million for projects collaboratively developed by a consortium at the local level of school districts, county offices of education, community college districts, local workforce investment boards, social services agencies and employers to provide more effective education and workforce training.

Child Care and State Preschool: \$423 million (an 18 percent increase) for 7,000 additional full-day State preschool slots for children of low-income families and almost 3,000 part-day preschool slots.

The following table identifies historical and proposed Proposition 98 funding.

**Proposition 98 Funding
2015-16 State Budget**

	2013-14 Revised (Millions)	2014-15 Revised (Millions)	2015-16 Budget Act (Millions)
By Segment			
K-12 Schools			
General Fund	\$38,162	\$43,888	\$43,151
Local Property Tax Revenue	13,736	14,432	16,380
Subtotal	\$51,898	\$58,321	\$59,530
Community Colleges			
General Fund	\$4,248	\$4,975	\$5,301
Local Property Tax Revenue	2,182	2,263	2,613
Subtotal	\$6,431	\$7,238	\$7,914
Preschool	\$507	\$664	\$885 ¹
Other Agencies	78	80	80
Total	\$58,914	\$66,303	\$68,409
By Fund Source			
General Fund	\$42,996	\$49,608	\$49,416
Local Property Tax Revenue	15,918	16,695	18,993
Total	\$58,914	\$66,303	\$68,409

¹Includes \$145 million for existing wraparound childcare formerly funded with non-Proposition 98 general fund. Excluding this accounting shift, growth is \$75 million, or 11 percent.
Source: The State Legislative Analyst's Office.

The 2016-17 State Budget

On June 27, 2016, the Governor signed the 2016 Budget Act and associated trailer bills to enact the fiscal year 2016-17 State budget (the “2016-17 State Budget”), a \$170.9 billion spending plan that continues the effort to prepare the State for an expected recession by increasing investment in reserves and limiting spending increases. The 2016-17 State Budget features an additional \$2 billion investment in the reserve fund as well as limited one-time spending initiatives that implement the State minimum wage increase, build affordable housing, repair infrastructure and address effects of the drought.

The 2016-17 State Budget includes State general fund revenues of \$123.6 billion, representing a four percent increase from fiscal year 2015-16, and State general fund expenditures of \$122.5 billion, representing a six percent increase from fiscal year 2015-16. The State’s general fund balance is budgeted to be \$2.7 billion at the end of fiscal year 2016-17. The 2016-17 State Budget funds the BSA to a total balance of \$6.7 billion by the end of fiscal year 2016-17, representing 54 percent of the funding goal.

The following table identifies historical and budgeted State general fund revenues, expenditures and fund balances.

**State General Fund
2016-17 State Budget**

	2014-15 <u>Revised</u> (Millions)	2015-16 <u>Revised</u> (Millions)	2016-17 <u>Budget</u> (Millions)
Prior-year Fund Balance	\$5,103	\$3,444	\$4,874
Revenues and Transfers	111,789	117,000	120,310
Expenditures	113,448	<u>115,571</u>	122,468
Ending Fund Balance	\$3,444	\$4,874	\$2,716
Encumbrances	966	966	966
Special Reserve for Economic Uncertainties	2,478	3,908	1,750
Reserves			
Special Reserve for Economic Uncertainties	\$2,478	\$3,908	\$1,750
Budget Stabilization Account	1,606	3,420	6,714
Total Reserves	\$4,084	\$7,328	\$8,464

Source: The State Department of Finance.

Education Funding – The Proposition 98 minimum guarantee for K-14 education funding continues to increase after reaching a low of \$47.3 billion in fiscal year 2011-12. The 2016-17 State Budget provides a minimum guarantee of \$71.9 billion to K-14 education, an increase of \$3.5 billion from fiscal year 2015-16 levels. Combined with increases of \$1.5 billion and other one-time savings and adjustments in fiscal years 2014-15 and 2015-16, the 2016-17 State Budget provides a total increase of \$5.9 billion for K-14 education. K-12 education is budgeted to receive \$63.5 billion of the \$71.9 billion Proposition 98 minimum guarantee to K-14 education. Proposition 98 K-12 expenditures are budgeted to be \$10,657 per-pupil in fiscal year 2016-17, an increase of \$440 per-pupil, or 4.3 percent, from revised fiscal year 2015-16 levels. Since fiscal year 2011-12, Proposition 98 funding for K-12 education has grown by more than \$21.7 billion, representing an increase of more than \$3,600 per student.

The Proposition 98 maintenance factor, created in years in which revenue growth is slow or decreases, is the difference between the funding level that would have been budgeted had revenue growth been stronger and the lesser amount that is actually budgeted. The maintenance factor is carried over from year to year until the State’s economy is strong enough to restore the difference by accelerating Proposition 98 funding and adjusted annually for changes in K-12 attendance and *per capita* personal income. The maintenance factor, which was approximately \$11 billion in fiscal year 2011-12, is budgeted to be reduced to an estimated \$908 million as of the end of fiscal year 2016-17.

LCFF Implementation: The 2016-17 State Budget provides an additional \$2.9 billion for LCFF spending, bringing total LCFF funding to \$55.8 billion, reaching approximately 96 percent of full implementation.

K-12 Mandates Backlog: The 2016-17 State Budget provides for \$1.3 billion to reimburse school districts for the costs of implementing State-mandated programs to substantially reduce outstanding mandate debt, for discretionary uses such as deferred

maintenance, professional development or instructional materials. According the Legislative Analyst's Office, this reduces the fiscal year 2016-17 K-12 mandates backlog to approximately \$987 million.

The 2016-17 State Budget also provides for certain one-time increases in Proposition 98 general funds for preschool and K-12 educational programs, including:

Proposition 39 Energy Efficiency: \$398.8 million in grants for improved energy efficiency in schools.

College Readiness: \$200 million in block grants over three years to improve eligibility for college admission, allocated based on unduplicated student count in grades 9-12, with a minimum grant per district or charter school of \$75,000.

Child Care and State Preschool: \$137.5 million for increased childcare provider rates; \$7.8 million for almost 3,000 additional full-day State Preschool slots for children of low-income families.

Teacher Workforce: \$25 million (plus \$10 million in non-Proposition 98 funds) to fund teacher recruitment and training.

California Collaborative for Educational Excellence: \$24 million for the agency to assist local educational agencies in implementing individual LCAP priorities.

Charter School Start-Up: \$20 million in grants to offset loss of federal funds.

Multi-tiered Systems of Support: \$20 million to improve student outcomes by providing layers of support that address students' academic, behavioral, social and emotional needs.

Proposition 47 Safe Neighborhoods and Schools Act: \$18 million in grants for restorative justice programs to prevent truancy and dropout rates.

Safe Drinking Water In Schools: \$9.5 million for a grant program to improve access to safe drinking water for isolated and economically disadvantaged schools.

The following table identifies historical and proposed Proposition 98 funding.

**Proposition 98 Funding
2016-17 State Budget**

	2014-15 <u>Actual</u> (Millions)	2015-16 <u>Revised</u> (Millions)	2016-17 <u>Budget Act</u> (Millions)
By Segment			
K-12 Schools			
General Fund	\$44,251	\$43,340	\$44,465
Local Property Tax Revenue	14,810	<u>16,759</u>	<u>18,057</u>
Subtotal	\$59,061	\$60,099	\$62,522
Community Colleges			
General Fund	\$5,025	\$5,415	\$5,528
Local Property Tax Revenue	<u>2,306</u>	<u>2,569</u>	<u>2,767</u>
Subtotal	\$7,331	\$7,983	\$8,295
Preschool ¹	\$664	\$885	\$975
Other Agencies ²	90	82	83
Total	\$67,146	\$69,050	\$71,874
By Fund Source			
General Fund	\$50,029	\$49,722	\$51,050
Local Property Tax Revenue	<u>17,117</u>	<u>19,328</u>	<u>20,824</u>
Total	\$67,146	\$69,050	\$71,874

¹Beginning in fiscal year 2015-16, includes \$145 million for wraparound care formerly funded with non-Proposition 98 General Fund.

²Includes State agencies providing direct instruction to K-12 students. Consists entirely of General Fund.

Source: The State Legislative Analyst's Office.

Future Budgets

The District cannot predict what actions will be taken in the future by the State Legislature and the Governor to address changing State revenues and expenditures or the impact such actions will have on State revenues available in the current or future years for education. The State budget will be affected by national and State economic conditions and other factors over which the District will have no control. Certain actions could result in a significant shortfall of revenue and cash, and could impair the State's ability to fund schools as budgeted. State budget shortfalls in future fiscal years could have an adverse financial impact on the District.

For more information on the State budget, please refer to the State Department of Finance's website at www.dof.ca.gov and to the Legislative Analyst's Office's website at www.lao.ca.gov. The District takes no responsibility for the continued accuracy of this Internet address or for the accuracy, completeness or timeliness of the information presented therein, and such information is not incorporated herein by such reference.

LEGAL MATTERS

No Litigation

There is no action, suit or proceeding known to be pending or threatened that seeks to restrain or enjoin the execution or delivery of the Certificates, the Lease or the Trust Agreement or in any way contesting or affecting the validity of the foregoing or any

proceeding of the District taken with respect to the foregoing. There are no lawsuits or claims pending against the District that would impair the ability of the District to make Lease Payments or otherwise meet its outstanding lease or debt obligations.

Legal Opinion

Stradling Yocca Carlson & Rauth, Special Counsel, will render its opinion with respect to the validity and enforceability of the Site Lease, Lease and Trust Agreement. Copies of such approving opinion will be available at the time of delivery of the Certificates. The form of the legal opinion to be delivered by Special Counsel is included in this Official Statement. See "APPENDIX D—FORM OF OPINION OF SPECIAL COUNSEL" attached hereto. The opinion is based on existing laws, regulations, rulings and court decisions. Special Counsel has not undertaken a review of this Official Statement on behalf of Certificate owners and makes no representation as to the accuracy or completeness hereof.

Tax Matters

In the opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California, Special Counsel, under existing statutes, regulations, rulings and judicial decisions, interest with respect to the Certificates is excluded from gross income for federal income tax purposes, and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals and corporations. In the further opinion of Special Counsel, interest with respect to the Certificates is exempt from State of California personal income tax. Special Counsel notes that, with respect to corporations, interest with respect to the Certificates may be included as an adjustment in the calculation of alternative minimum taxable income which may affect the alternative minimum tax liability of such corporations.

The difference between the issue price of a Certificate (the first price at which a substantial amount of the Certificates of the same series and maturity is to be sold to the public) and the stated payment price at maturity with respect to the Certificate constitutes original issue discount. Original issue discount accrues under a constant yield method, and original issue discount will accrue to an owner of a Certificate (the "Certificate Owner") before receipt of cash attributable to such excludable income. The amount of original issue discount deemed received by a Certificate Owner will increase the Certificate Owner's basis in the applicable Certificate. In the opinion of Special Counsel, original issue discount that accrues to a Certificate Owner is excluded from gross income of such owner for federal income tax purposes, is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations, and is exempt from State of California personal income tax.

Special Counsel's opinion as to the exclusion from gross income of interest (and original issue discount) with respect to the Certificates is based upon certain representations of fact and certifications made by the District and others and is subject to the condition that the District complies with all requirements of the Internal Revenue Code of 1986, as amended (the "Code"), that must be satisfied subsequent to the execution and delivery of the Certificates to assure that the interest (and original issue discount) with respect to the Certificates will not become includable in gross income for federal income tax purposes. Failure to comply with such requirements of the Code might cause interest (and original issue discount) with respect to the Certificates to be included in gross income for federal income tax purposes retroactive to the date of execution and delivery of the Certificates. The District will covenant to comply with all such requirements.

The amount by which a Certificate Owner's original basis for determining loss on sale or exchange in the applicable Certificate (generally, the purchase price) exceeds the amount payable on maturity (or on an earlier call date) constitutes amortizable Certificate premium, which must be amortized under Section 171 of the Code; such amortizable Certificate premium reduces the Certificate Owner's basis in the applicable Certificate (and the amount of tax-exempt interest received), and is not deductible for federal income tax purposes. The basis reduction as a result of the amortization of Certificate premium may result in a Certificate Owner realizing a taxable gain when a Certificate is sold by the Owner for an amount equal to or less (under certain circumstances) than the original cost of the Certificate to the Owner. Purchasers of the Certificates should consult their own tax advisors as to the treatment, computation and collateral consequences of amortizable Certificate premium.

The Internal Revenue Service (the "IRS") has initiated an expanded program for the auditing of tax-exempt bond issues, including both random and targeted audits. It is possible that the Certificates will be selected for audit by the IRS. It is also possible that the market value of the Certificates might be affected as a result of such an audit of the Certificates (or by an audit of similar certificates). No assurance can be given that in the course of an audit, as a result of an audit, or otherwise, Congress or the IRS might not change the Code (or interpretation thereof) subsequent to the execution delivery of the Certificates to the extent that it adversely affects the exclusion from gross income for federal income tax purposes of interest (and original issue discount) with respect to the Certificates or their market value.

SUBSEQUENT TO THE EXECUTION AND DELIVERY OF THE CERTIFICATES, THERE MIGHT BE FEDERAL, STATE OR LOCAL STATUTORY CHANGES (OR JUDICIAL OR REGULATORY INTERPRETATIONS OF FEDERAL, STATE OR LOCAL LAW) THAT AFFECT THE FEDERAL, STATE OR LOCAL TAX TREATMENT OF THE INTEREST DUE WITH RESPECT TO THE CERTIFICATES OR THE MARKET VALUE OF THE CERTIFICATES. LEGISLATIVE CHANGES HAVE BEEN PROPOSED IN CONGRESS, WHICH, IF ENACTED, WOULD RESULT IN ADDITIONAL FEDERAL INCOME TAX BEING IMPOSED ON CERTAIN OWNERS OF TAX-EXEMPT STATE OR LOCAL OBLIGATIONS, SUCH AS THE CERTIFICATES. THE INTRODUCTION OR ENACTMENT OF ANY OF SUCH CHANGES COULD ADVERSELY AFFECT THE MARKET VALUE OR LIQUIDITY OF THE CERTIFICATES. NO ASSURANCE CAN BE GIVEN THAT, SUBSEQUENT TO THE EXECUTION AND DELIVERY OF THE CERTIFICATES, SUCH CHANGES (OR OTHER CHANGES) WILL NOT BE INTRODUCED OR ENACTED OR INTERPRETATIONS WILL NOT OCCUR. BEFORE PURCHASING ANY OF THE CERTIFICATES, ALL POTENTIAL PURCHASERS SHOULD CONSULT THEIR TAX ADVISORS REGARDING POSSIBLE STATUTORY CHANGES OR JUDICIAL OR REGULATORY CHANGES OR INTERPRETATIONS, AND THEIR COLLATERAL TAX CONSEQUENCES RELATING TO THE CERTIFICATES.

Special Counsel's opinions may be affected by actions taken (or not taken) or events occurring (or not occurring) after the date hereof. Special Counsel has not undertaken to determine, or to inform any person, whether any such actions or events are taken or do occur. The Trust Agreement and the Tax Certificate relating to the Certificates permit certain actions to be taken or to be omitted if a favorable opinion of Special Counsel is provided with respect thereto. Special Counsel expresses no opinion as to the effect on the exclusion from gross income for federal income tax purposes of interest (and original issue discount) with respect to the Certificates if any such action is taken or omitted based upon the advice of counsel other than Stradling Yocca Carlson & Rauth, a Professional Corporation.

Although Special Counsel will render an opinion that interest (and original issue discount) with respect to the Certificates is excluded from gross income for federal income tax purposes provided that the District continues to comply with certain requirements of the Code, the ownership of the Certificates and the accrual or receipt of interest (and original issue discount) with respect to the Certificates may otherwise affect the tax liability of certain persons. Special Counsel expresses no opinion regarding any such tax consequences. Accordingly, before purchasing any of the Certificates, all potential purchasers should consult their tax advisors with respect to collateral tax consequences relating to the Certificates.

Should interest (and original issue discount) with respect to the Certificates become includable in gross income for federal income tax purposes, the Certificates are not subject to early prepayment and will remain outstanding until maturity or until prepaid in accordance with the Trust Agreement.

A copy of the proposed form of opinion of Special Counsel is attached hereto as Appendix D.

Legality for Investment

Under provisions of the California Financial Code, the Certificates are legal investments for commercial banks in the State to the extent that the Certificates, in the informed opinion of the investing bank, are prudent for the investment of funds of depositors. Under provisions of the Government Code, the Certificates are eligible security deposits of public moneys in the State.

RATINGS

S&P is expected to assign its municipal bond rating of “__” to the Certificates with the understanding that upon delivery of the Certificates, a municipal bond insurance policy insuring the payment when due of the principal of and interest with respect to the Certificates will be issued by Insurer. S&P has assigned an underlying municipal bond rating of “__” to the Certificates. Such ratings reflect only the views of S&P, and an explanation of the significance of such ratings may be obtained from S&P. There is no assurance that any such rating will continue for any given period of time or that it will not be revised downward or withdrawn entirely by S&P, if in the judgment of S&P, circumstances so warrant. Any such downward revision or withdrawal of such rating may have an adverse effect on the market price of the Certificates.

MUNICIPAL ADVISOR

Government Financial Strategies inc. has been employed by the District to perform municipal advisory services in relation to the sale and delivery of the Certificates. Government Financial Strategies inc., in its capacity as Municipal Advisor, has read and participated in drafting this Official Statement. Government Financial Strategies inc. has not, however, independently verified nor confirmed all of the information contained within this Official Statement. Government Financial Strategies inc. will not participate in the underwriting of the Certificates. Fees charged by Government Financial Strategies inc. are not contingent upon the sale of the Certificates.

INDEPENDENT AUDITOR

The financial statements of the District as of and for the year ending June 30, 2015 have been audited by Vavrinek, Trine, Day & Co., LLP, Rancho Cucamonga, California. The audited financial statements of the District as of and for the year ended June 30, 2015, are set forth in "APPENDIX B—THE FINANCIAL STATEMENTS OF THE DISTRICT AS OF AND FOR THE YEAR ENDING JUNE 30, 2015" attached hereto. The District has not requested nor did the District obtain permission from the Auditor to include the audited financial statements as an appendix to this Official Statement. The Auditor has not performed any subsequent events review or other procedures relative to these audited financial statements since the date of its letter. Complete copies of past and current financial statements may be obtained from the District.

UNDERWRITING AND INITIAL OFFERING PRICE

The Certificates were sold to _____ (the "Underwriter"), pursuant to a certificate purchase agreement, at a price of \$_____, being the principal amount of the Certificates of _____, plus a net original issue premium to the District of \$_____, less an underwriting discount of \$_____, at a true interest cost (TIC) to the District of ___ percent.

The Underwriter has certified the initial offering prices or yields stated on the inside cover page to this Official Statement. The Underwriter may offer and sell the Certificates to certain dealers (including dealers depositing Certificates into investment trusts), dealer banks, banks acting as agents and others at prices lower than such public offering prices. The reoffering prices may be changed from time to time by the Underwriter.

CONTINUING DISCLOSURE

The District has covenanted for the benefit of the holders and Beneficial Owners of the Certificates to provide certain financial information and operating data relating to the District (the "Annual Report"), by not later than nine months after the end of the fiscal year, commencing with the report for fiscal year 2016-17 due March 31, 2018, and to provide notices of the occurrence of certain enumerated events. The Annual Report and notices of certain enumerated events will be filed by the District with EMMA. The specific nature of the information to be contained in the Annual Report or the notices are set forth in "APPENDIX C—FORM OF CONTINUING DISCLOSURE CERTIFICATE" attached hereto. These covenants have been made in order to assist the Underwriter in complying with SEC Rule 15c2-12(b)(5) (the "Rule").

In the past five years, the District has not complied in all respects with its previous undertakings with regard to said Rule to provide annual reports and notices of significant events. The following notice of significant events were posted more than 10 business days after its occurrence.

- On March 18, 2014, S&P upgraded the ratings of the insurers of the Series 2002A Bonds, Series 2003B Bonds, 2005 Refunding Bonds and Series 2006C Bonds, resulting in an upgrade of the ratings of the Series 2002A Bonds, Series 2003B Bonds, 2005 Refunding Bonds and Series 2006C Bonds. Notices of the upgrades were not posted until April 25, 2014 for the Series 2003B Bonds, 2005 Refunding Bonds and Series 2006C Bonds, and until November 1, 2014 for the Series 2002A Bonds.

Procedures have been implemented to prevent the administrative oversight from recurring. As of the date of this Official Statement, the District has made all required filings in the past five years for currently outstanding issues in connection with prior undertakings under the Rule.

ADDITIONAL INFORMATION

Additional information concerning the District, the Certificates or any other matters concerning the sale and delivery of the Certificates may be obtained from the District by contacting the Anaheim Union High School District, 501 North Crescent Way, Anaheim, California 92801, telephone (714) 999-3511, Attention: Assistant Superintendent, Business Services, or by contacting the Municipal Advisor, Government Financial Strategies inc., 1228 N Street, Suite 13, Sacramento, California 95814-5609, telephone (916) 444-5100.

All of the preceding summaries of the Certificates, the Legal Documents and other documents are made subject to the provisions of such documents respectively, and do not purport to be complete statements of any or all of such provisions. Reference is hereby made to such documents on file with the District for further information in connection therewith. Further, this Official Statement does not constitute a contract with the purchasers of the Certificates, and any statements made in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized.

The execution and delivery of this Official Statement by the District has been duly authorized by its District Board.

Anaheim Union High School District

By: _____
Michael B. Matsuda
Superintendent

APPENDIX A
SUMMARY OF PRINCIPAL LEGAL DOCUMENTS

APPENDIX B

THE FINANCIAL STATEMENTS OF THE DISTRICT
AS OF AND FOR THE YEAR ENDING JUNE 30, 2015

APPENDIX C
FORM OF CONTINUING DISCLOSURE CERTIFICATE

APPENDIX D
FORM OF OPINION OF SPECIAL COUNSEL

APPENDIX E
SPECIMEN MUNICIPAL BOND INSURANCE POLICY

APPENDIX F
BOOK-ENTRY SYSTEM

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The following information concerning The Depository Trust Company, New York, New York ("DTC") and DTC's book-entry-only system has been provided by DTC for use in securities disclosure documents. The District takes no responsibility for the accuracy or completeness thereof. There can be no assurance that DTC will abide by its procedures or that such procedures will not be changed from time to time.

The following description includes the procedures and record-keeping with respect to beneficial ownership interests in the Certificates payment of principal and interest, other payments with respect to the Certificates to Direct Participants or Beneficial Owners, confirmation and transfer of beneficial ownership interests in such Certificates, notices to beneficial owners and other related transactions by and between DTC, the Participants, and the Beneficial Owners. However, DTC, the Participants, and the Beneficial Owners should not rely on the following information with respect to such matters, but should instead confirm the same with DTC or the Direct Participants, as the case may be.

DTC will act as securities depository for the Certificates. The Certificates will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered certificate will be issued for the Certificates, in the aggregate principal amount of such issue, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of the Certificates under the DTC system must be made by or through Direct Participants, which will receive a credit for the Certificates on DTC's records. The ownership interest of each actual purchaser of each Certificate ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Certificates are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Certificates, except in the event that use of the book-entry system for the Certificates is discontinued.

To facilitate subsequent transfers, all Certificates deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Certificates with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Certificates; DTC's records reflect only the identity of the Direct Participants to whose accounts such Certificates are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Certificates may wish to take certain steps to augment transmission to them of notices of significant events with respect to the Certificates, such as prepayments, tenders, defaults, and proposed amendments to the security documents. For example, Beneficial Owners of Certificates may wish to ascertain that the nominee holding the Certificates for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Trustee

and request that copies of the notices be provided directly to them.

Prepayment notices shall be sent to DTC. If less than all of the Certificates within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Certificates unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Certificates are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Prepayment proceeds, distributions, and dividend payments on the Certificates will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Trustee or the District, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Direct and Indirect Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Direct or Indirect Participant and not of DTC, the Trustee, or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of prepayment proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District or Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Certificates at any time by giving reasonable notice to the District or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, certificates are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, certificated securities representing the Certificates will be printed and delivered.

1228 N Street, Suite 13
Sacramento, CA 95814
(916) 444-5100



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

Resolution for Procurement of Managed Print Services

RESOLUTION No. 2016/17-B-11

November 10, 2016

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

WHEREAS, the Board of Trustees of the Anaheim Union High School District ("District") intends on expending funds to procure print management equipment including new copiers and printers and corresponding technology to manage, direct and maintain an optimized state for all prints and copies, along with related equipment, software, apparatus and services (collectively, "Managed Print Services") throughout the District; and

WHEREAS, due to the highly specialized and unique nature of the Managed Print Services, and due to the fact that such services, products and materials of such nature are undergoing rapid technological changes, and in order to allow for the introduction of new technological changes into the operations, it is in the District's best interest to procure the Managed Print Services in accordance with Public Contract Code Section 20118.2; and

WHEREAS, Public Contract Code Section 20118.2 further states that it is in the District's best interest to consider, in addition to price, factors such as vendor financing, performance reliability, standardization, life-cycle costs, delivery timetables, support logistics, the broadest possible range of competing products and materials available, fitness of purchase, manufacturer's warranties, and similar factors in the award of contracts for technology, telecommunications, related equipment, software, and services; and

WHEREAS, the District finds that the Managed Print Services being procured by the District are not available in substantial quantities to the general public in accordance with Public Contract Code Section 20118.2(b), and therefore, qualifies for procurement through competitive negotiations; and

WHEREAS, in accordance with Public Contract Code Section 20118.2(d), the District will engage in competitive negotiations for the procurement of Managed Print Services which will include, but not be limited to, all of the following requirements:

1. Requests for proposals will be prepared and submitted to an adequate number of qualified sources, as determined by the District, to permit reasonable competition consistent with the nature and requirement of the procurement.
2. Notice of the requests for proposals will be published at least twice in a newspaper of general circulation, at least 10 days before the date for receipt of the proposals.
3. The District will make every effort to generate the maximum feasible number of proposals from qualified sources and shall make a finding to that effect before proceeding to negotiate if only a single response to the request for proposals is received.

4. The requests for proposals will identify all significant evaluation factors, including price, and their relative importance.
5. The District will provide reasonable procedures for the technical evaluation of the proposals received, the identification of qualified sources, and the selection for the award of the contract.
6. Award will be made to the qualified bidder whose proposal meets the evaluation standards and will be most advantageous to the District with price and all other factors considered.
7. If award is not made to the bidder whose proposal contains the lowest price, the District shall make a finding setting forth the basis for the award.

NOW, THEREFORE, THE BOARD OF TRUSTEES DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. That the above recitals are all true and correct.

Section 2. That the District intends on procuring the Managed Print Services described above and finds that they meet the requirements set forth in Public Contract Code Section 20118.2 and therefore, qualify for procurement in accordance with Public Contract Code Section 20118.2(d).

Section 3. That the District's Board of Trustees hereby approves the delegation of authority and appoints Jennifer Root, assistant superintendent, Business Services, who is hereby authorized and directed, pursuant to a majority of the vote of the Board of Trustees and Education Code Section 17604 and similar statutes, to do any and all things that may be deemed necessary or advisable in order to effectuate the purpose and intent of this Resolution, all subject to ratification of the Board of Trustees.

Section 4. That the District will engage in competitive negotiations and comply with the requirements set forth in Public Contract Code Section 20118.2(d).

Section 5. That the District will award a contract for the procurement of the Managed Print Services described above based on evaluation factors set forth in the requests for proposals and other factors including those set forth in Public Contract Code Section 20118.2(a).

Section 6. That this resolution shall be effective as of the date of its adoption.

PASSED AND ADOPTED by the Board of Trustees of the Anaheim Union High School District this 10th day of November 2016, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

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

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District, of Orange County, California, and the 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 10th day of November 2016 and passed by a roll call vote of all members of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of this 10th day of November 2016.

Michael B. Matsuda
 Superintendent and
 Secretary to the Board of Trustees

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

**Resolution for Procurement of Various Telecommunications
Equipment, Software, and Other Related Electronic Equipment and
Apparatus and Services**

RESOLUTION No. 2016/17-B-12

November 10, 2016

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

WHEREAS, the Board of Trustees the Anaheim Union High School District ("District") intends on expending funds to procure various telecommunications equipment, software, and other related electronic equipment and apparatus and services throughout the District; and

WHEREAS, due to the highly specialized and unique nature of technology, telecommunications, related equipment, software, and services, and due to the fact that such services, products and materials of such nature are undergoing rapid technological changes, and in order to allow for the introduction of new technological changes into the operations, it is in the District's best interest to procure various telecommunications equipment, software and other related electronic equipment and apparatus and services in accordance with Public Contract Code Section 20118.2; and

WHEREAS, Public Contract Code Section 20118.2 further states that it is in the District's best interest to consider, in addition to price, factors such as vendor financing, performance reliability, standardization, life-cycle costs, delivery timetables, support logistics, the broadest possible range of competing products and materials available, fitness of purchase, manufacturer's warranties, and similar factors in the award of contracts for technology, telecommunications, related equipment, software, and services; and

WHEREAS, the District intends on procuring telecommunications and data services; data cabling/cabling services; wireless equipment and services; switching equipment and services; firewall maintenance; and web caching services (collectively, "Telecommunications Equipment and Related Services"); and

WHEREAS, the procurement of the Telecommunications Equipment and Related Services will be funded in part by the Schools and Libraries Division of the Federal Communications Commission as part of the "E-Rate" Universal Service Fund; and

WHEREAS, the District finds that the Telecommunications Equipment and Related Services being procured by the District are not available in substantial quantities to the general public in accordance with Public Contract Code Section 20118.2(b), and therefore, qualifies for procurement through competitive negotiations; and

WHEREAS, in accordance with Public Contract Code Section 20118.2(d), the District will engage in competitive negotiations for the procurement of the Telecommunications Equipment and Related Services which will include, but not be limited to, all of the following requirements:

1. Requests for proposals will be prepared and submitted to an adequate number of qualified sources, as determined by the District, to permit reasonable competition consistent with the nature and requirement of the procurement.
2. Notice of the requests for proposals will be published at least twice in a newspaper of general circulation, at least 10 days before the date for receipt of the proposals.
3. The District will make every effort to generate the maximum feasible number of proposals from qualified sources and shall make a finding to that effect before proceeding to negotiate if only a single response to the request for proposals is received.
4. The requests for proposals will identify all significant evaluation factors, including price, and their relative importance.
5. The District will provide reasonable procedures for the technical evaluation of the proposals received, the identification of qualified sources, and the selection for the award of the contract.
6. Award will be made to the qualified bidder whose proposal meets the evaluation standards and will be most advantageous to the District with price and all other factors considered.
7. If award is not made to the bidder whose proposal contains the lowest price, the District shall make a finding setting forth the basis for the award.

NOW, THEREFORE, THE BOARD OF TRUSTEES DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

- Section 1. That the above recitals are all true and correct.
- Section 2. That the District intends on procuring the Telecommunications Equipment and Related Services described above and finds that they meet the requirements set forth in Public Contract Code Section 20118.2 and therefore, qualify for procurement in accordance with Public Contract Code Section 20118.2(d).
- Section 3. That the District's Board of Trustees hereby approves the delegation of authority and appoints Jennifer Root, assistant superintendent, Business Services, who is hereby authorized and directed, pursuant to a majority of the vote of the Board of Trustees and Education Code Section 17604 and similar statutes, to do any and all things that may be deemed necessary or advisable in order to effectuate the purpose and intent of this resolution, all subject to ratification of the Board of Trustees.
- Section 4. That the District will engage in competitive negotiations and comply with the requirements set forth in Public Contract Code Section 20118.2(d).
- Section 5. That the District will award a contract for the procurement of Telecommunications Equipment and Related Services described above

based on evaluation factors set forth in the requests for proposals and other factors including those set forth in Public Contract Code Section 20118.2(a).

Section 6. That this resolution shall be effective as of the date of its adoption.

PASSED AND ADOPTED by the Board of Trustees of the Anaheim Union High School District this 10th day of November 2016, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

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

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District of Orange County, California, and the 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 10th day of November 2016, and passed by a roll call vote of all members of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of this 10th day of November 2016.

Michael B. Matsuda
Superintendent and
Secretary to the Board of Trustees

AGREEMENT
BETWEEN THE
NORTH ORANGE COUNTY REGIONAL OCCUPATIONAL PROGRAM
AND THE
ANAHEIM UNION HIGH SCHOOL DISTRICT

THIS AGREEMENT, made and entered into this 10th day of November, 2016, by and between the North Orange County Regional Occupational Program (NOCROP) with principal offices located at 385 N. Muller Street, Anaheim, California 92801, hereinafter referred to as "ROP," and the Anaheim Union High School District with principal offices located at 501 N. Crescent Way, Anaheim, California 92801, hereinafter referred to as the "DISTRICT."

WITNESSETH:

WHEREAS, pursuant to plans developed with the ROP for the ongoing provision of up to 256 educational classes within the DISTRICT for ROP studies during the 2016-17 school year, and

WHEREAS, a written agreement is needed:

1. To clarify the contractual relationship between ROP and the DISTRICT with regard to the funding of such classes due to the expiration of the State Maintenance of Effort for funding of the ROP;
2. To establish the timeline for charges for said funds;
3. To provide the DISTRICT with necessary information of the billing to be provided;
4. To establish procedures for the responsibility of payment terms during the fiscal year; and
5. To provide clear liability insurance and hold harmless language regarding the running of ROP classes at the DISTRICT sites.

NOW, THEREFORE, the DISTRICT and ROP agree as follows:

I. SCHEDULE OF CHARGES

A schedule of charges for the funding of classes for 2016-17 is as follows:

	<u># of Sections</u>
I.1 <u>Classes</u>	
Regular sections to be provided on DISTRICT Campuses	up to 256

The cost per section includes instructor compensation and benefits and required instructional materials to support the curriculum, including, but not limited to: textbooks, consumable supplies, and other required course materials.

Included in the provided services are Career Guidance Specials position(s) that are covered under a separate contract. Use of facilities owned by the DISTRICT and used by the ROP are also covered under a separate contract.

Additional sections, requested in writing, by amendment to this contract, will be invoiced at the same amount per section of \$23,217.

I.2 **Funding for Classes**

DISTRICT shall be charged \$23,217 per section, or up to a total of \$5,943,552. The per section cost, plus prior ROP generated Adult ADA funding received by the district of \$602,907 results in a total funding of up to \$6,546,459 for the 2016-2017 school year.

II. RESPONSIBILITIES AND PROCEDURES

II.1 The ROP shall be responsible for invoicing the DISTRICT ten (10) equal monthly amounts of the funding agreed to above at up to \$654,646 per month September 2016 to June 2017.

II.2 The DISTRICT shall be responsible for payment within 30 days of receipt of said invoices above.

III. LIABILITY INSURANCE AND HOLD HARMLESS

III.1 **Liability Insurance**: The ROP shall provide general liability insurance and all other necessary insurance to provide all appropriate insurance coverage of \$5,000,000 for each single occurrence, including liability insurance, in accordance with the laws of this State for all liability of its members, and of the administrators, employees and agents of the ROP while acting in the scope of their authority.

Hold Harmless: The ROP shall defend, indemnify, save and hold harmless the DISTRICT, its officers, directors and employees from and against all obligations, claims or liabilities of any kind, including costs and attorneys' fees that may arise out of any negligent or intentional acts or omissions of any agent or employee of the ROP. This shall include any acts of sexual abuse alleged against any agent or employee of the ROP.

THIS AGREEMENT is effective for the period beginning July 1, 2016, and ending June 30, 2017.

ANAHEIM UNION
HIGH SCHOOL DISTRICT

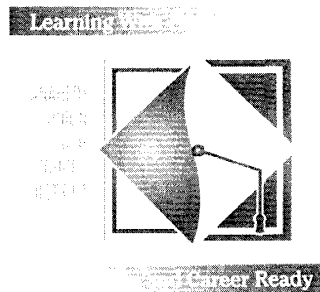
NORTH ORANGE COUNTY REGIONAL
OCCUPATIONAL PROGRAM

Jennifer Root
Assistant Superintendent, Business Services

Howard Burkett
Assistant Superintendent, Administrative
Services

Date: _____

Date: _____



Anaheim Union High School District Title I Program Evaluation 2015-16

Title I program evaluations are conducted at the end of a program year and are intended to measure the efficacy and impact of a school district's entire Title I program. For the Anaheim Union High School District, the evaluation of the District's Title I program has been embedded in the District's Local Control Accountability Plan (LCAP) stakeholder engagement process.

In addition to conducting surveys to determine District needs, five stakeholder engagement meetings were held in the spring of 2016, in which more than 200 stakeholders from the following groups participated: superintendent, assistant superintendents, directors, coordinators, principals, assistant principals, counselors, curriculum specialists, teachers, classified staff, students, parents, and community members. All five meetings had high-levels of participation.

Three steering committee meetings were also held to debrief the findings from the stakeholder engagement meetings and to plan next steps. The steering committee was comprised of Educational Services Chief Academic Officer, and representatives from the following groups: directors, coordinators, principals, assistant principals, counselors, curriculum specialists, teachers, classified staff, students, parents, and community members, including representatives from the District's four local bargaining units.

Throughout the process, data was shared with stakeholders to help determine gaps in educational services. Stakeholders were also placed in focus groups and asked to recommend metrics to help annually gauge the effectiveness of educational services. Student achievement data that was presented at the meetings included graduation rates, A-G completion rates, and standardized testing results for all students and for the following subgroups: Low-Income Pupils, English learners, McKinney-Vento, Foster Youth, and Students With Disabilities. Data sets pertaining to school attendance rates, suspension rates, expulsion rates, and dropout rates were also shared with stakeholders. Additionally, senior-survey data from the 2014-15 year was reviewed to help capture the student voice as related to which educational services should be improved and/or expanded. As part of this process, program effectiveness as related to educational services for Low-Income Pupils was also reviewed.

Based on the identified needs, stakeholders participating in this process determined appropriate actions to improve and/or expand educational services for students who have the greatest academic needs. For example, at one of the stakeholder engagement meetings, these proposed actions were presented to stakeholders, and then a gallery walk was conducted to rank the importance of each of the actions.

Four primary questions have also guided the process of determining Title I program effectiveness.

- (1) Has the Title I program produced positive growth and achievement?
- (2) What aspects of the Title I program have been effective?
- (3) What aspects of the Title I program have not been as effective?
- (4) What needs to be refined?

To help answer these questions, data sets referenced earlier were analyzed as part of the District’s LCAP stakeholder engagement process. Some of the data is also summarized in this document.

1. Has the Title I program produced positive growth and achievement?

The District’s Title I program has produced positive achievement outcomes for students. Student achievement data supports this conclusion.

The District has 13 Title I schools that operate Title I Schoolwide programs. The District’s Title I schools and the percentage of Low-Income Pupils are listed below in order of greatest socio-economic need.

School	% Low-Income
Sycamore Junior High School	91.5%
Ball Junior High School	90.8%
South Junior High School	86.5%
Brookhurst Junior High School	85.4%
Dale Junior High School	84.5%
Anaheim High School	83.3%
Orangeview Junior High School	80.0%
Katella High School	78.7%
Savanna High School	76.8%
Loara High School	76.8%
Magnolia High School	75.7%
Gilbert High School	71.0%
Western High School	70.4%

Data Analysis

Stakeholders examined multiple sources of data to verify student achievement results, and the data confirms that Title I schools are making steady progress each year. Gains in student literacy results are occurring more quickly than in math. This summary of the evaluation process does not contain the entire data portfolio that was examined, because it is too vast. However, a couple of metrics are included in this report to make the case for steady growth in literacy, and steady growth in mathematics, but at a slower rate.

In 2014, the state transitioned from the Standardized Testing and Reporting (STAR) assessment system to the California Assessment of Student Performance and Progress (CAASPP) assessment system to measure student academic progress. Longitudinal data from the new assessment system is not yet available. Therefore, longitudinal data from the state’s former STAR-testing system is included in this report to illustrate the District’s academic growth over time. The following table illustrates Academic Performance Index (API) growth by subgroup, based upon STAR testing results. District-wide student achievement results improved by 5.4% over a four-year period. (The API is a numeric index/scale that ranges from 200 to 1000 points.) Not included in the table is growth over a 10-year period, which indicates a gain of 16.5%. The District’s API increased from 645 in 2003 to 777 in 2013.

Subgroups	2010 API Growth	2011 API Growth	2012 API Growth	2013 API Growth	3-Year API Average
All Students	734	763	779	777	773
Black or African American	727	735	762	752	750
American Indian or Alaskan Native	^	772^	788^	759	773
Asian	905	916	927	927	923
Filipino	859	866	889	882	879
Hispanic or Latino	698	715	733	734	727
Native Hawaiian or Pacific Islander	746	759	795	793	782
White	805	820	834	819	824
Two or More Races	^	^	^	804	804
Socioeconomically Disadvantaged	706	723	742	746	737
English Learners	681	683	698	685	689
Students with Disabilities	493	501	555	554	537

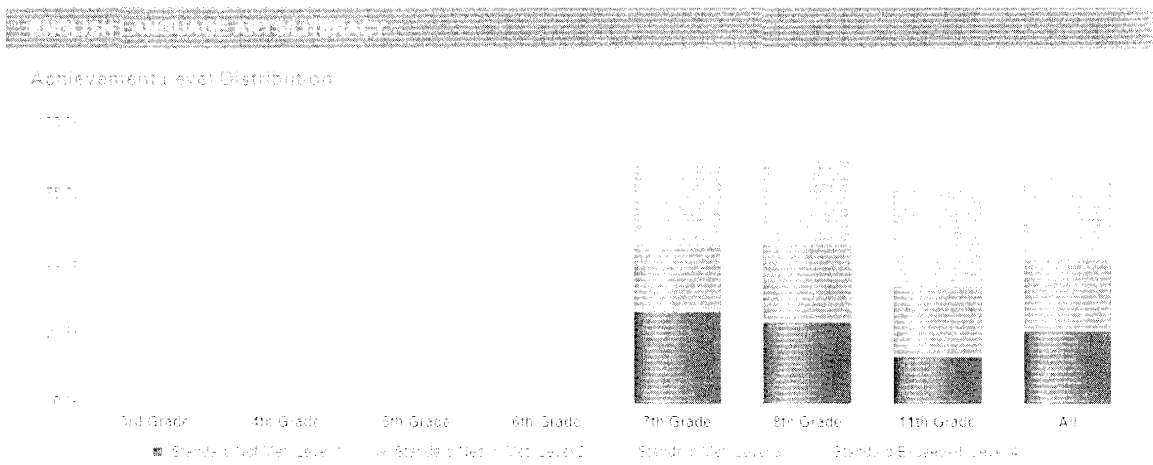
Current indicators of academic progress in English Language Arts (ELA)/literacy and mathematics are captured by Smarter Balanced Assessment Consortium (SBAC) tests results, which are part of the CAASPP system. The preceding table indicates a two-year comparison of District-wide and school-level SBAC tests results in ELA/literacy and mathematics. The results for the 2015-16 year indicate that the District experienced a 3% increase in ELA/literacy, and a 2% increase in mathematics. Individual school results vary. Title I schools have been tagged with an asterisk to make it easier to compare the District’s Title I schools with the District’s non-Title I schools.

District SBAC Scores: Two-Year Comparison

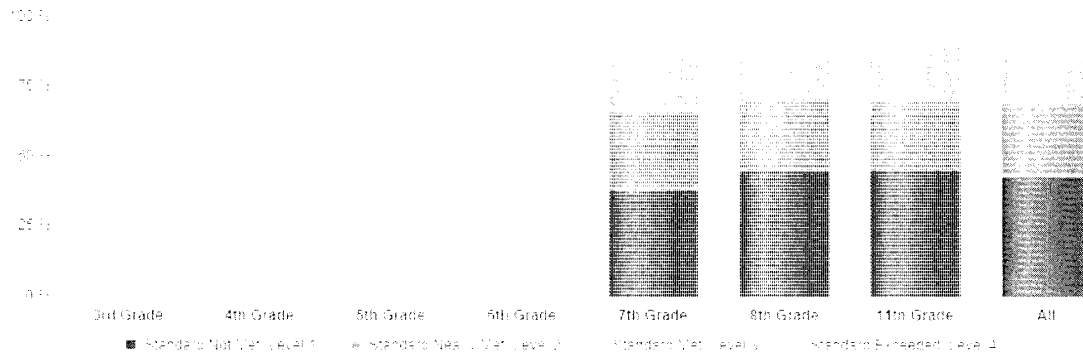
	% Met/Exceeded Standard					
	2015 ELA	2016 ELA	Gain/Loss	2015 Math	2016 Math	Gain/Loss
AUHSD	44	47	+3	28	30	+2
*Anaheim	39	42	+3	16	16	no change
Cypress	84	73	-11	55	47	-8
*Katella	53	57	+4	18	17	-1
Kennedy	75	72	-3	45	46	+1
*Loara	52	58	+6	18	24	+6
*Magnolia	47	48	+1	17	16	-1
*Savanna	56	55	-1	20	16	-4
*Western	55	63	+8	25	35	+10
Oxford	100	100	=	97	95	-2
*Gilbert	12	15	+3	1	2	+1
Polaris	33	46	+13	5	6	+1
*Ball	27	28	+1	18	18	no change
*Brookhurst	28	36	+8	23	26	+3
*Dale	32	35	+3	23	25	+2
Lexington	59	66	+7	50	54	+4
*Orangeview	34	43	+9	19	22	+3
*South	27	30	+3	16	17	+1
*Sycamore	21	26	+5	18	18	no change
Walker	54	56	+2	39	38	-1

SBAC grade-level results are also available for the 2015-16 year as indicators of academic progress in ELA/literacy and mathematics. The preceding tables indicate District-wide results in ELA/literacy and mathematics. These results indicate that during the 2015-16 year, approximately 47% of students in grade-levels that were tested met or exceeded standards in ELA/literacy, and approximately 30% of students met or exceeded standards in mathematics.

District-Wide Results



Achievement Level Distribution



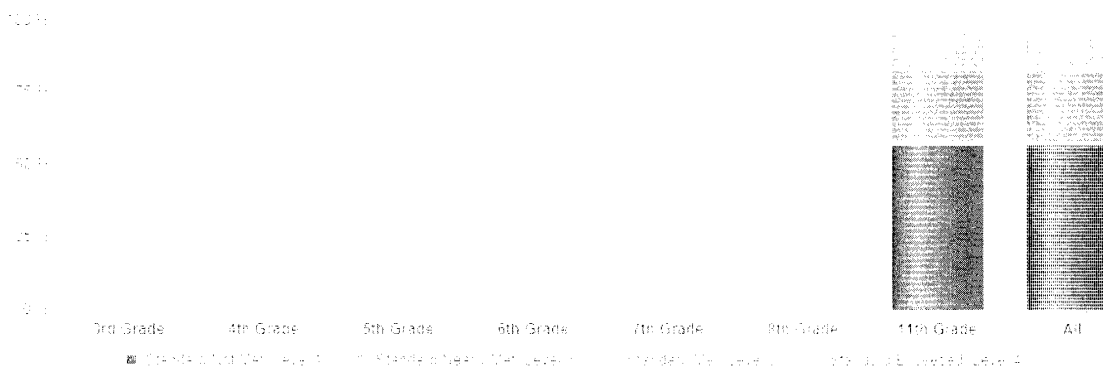
Current indicators of academic progress in ELA/literacy and mathematics are also captured by SBAC results for each of the District’s Title I schools. The preceding tables only include schoolwide results. However, the majority of students at these schools are Low-Income Pupils, as evidenced by the table on page two that indicates the percentage of Low-Income Pupils at each of the District’s Title I schools. A comparison of the District’s Title I schools to similar schools across Orange County suggests that our students are demonstrating comparable student achievement results in ELA/literacy. The data also suggests that students at our Title I schools face greater challenges in mathematics.

Anaheim High School

Achievement Level Distribution

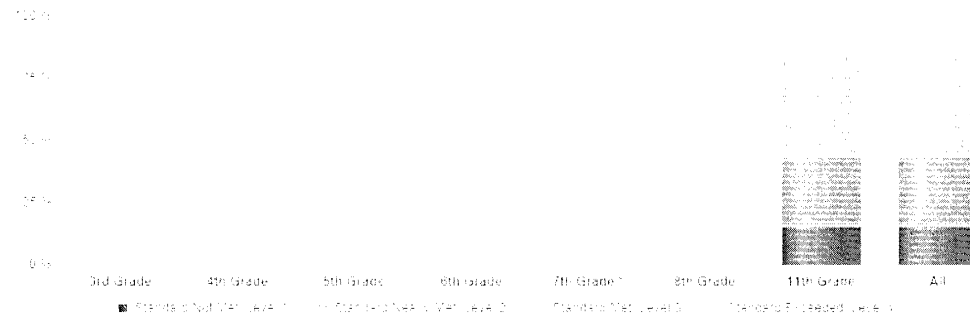


Achievement Level Distribution



Katella High School

Achievement Level Distribution



PAINTER PARK

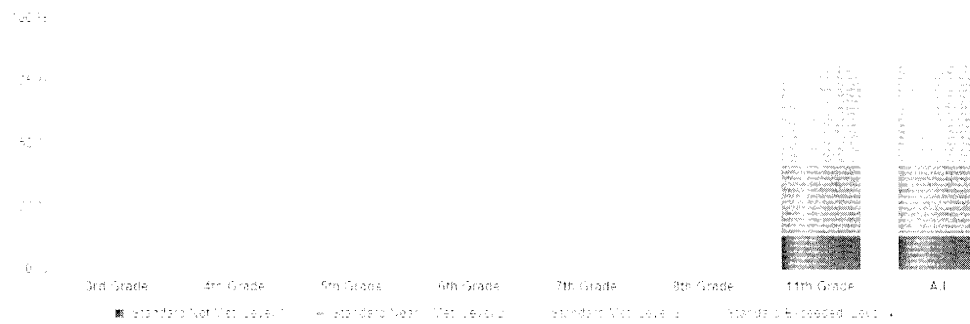
Achievement Level Distribution



Loara High School

ENGLISH LANGUAGE ARTS (ELA)

Achievement Level Distribution



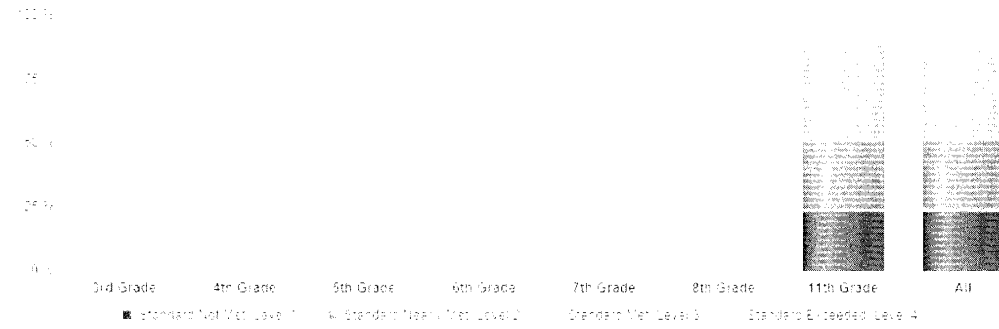
PAINTER PARK

Achievement Level Distribution

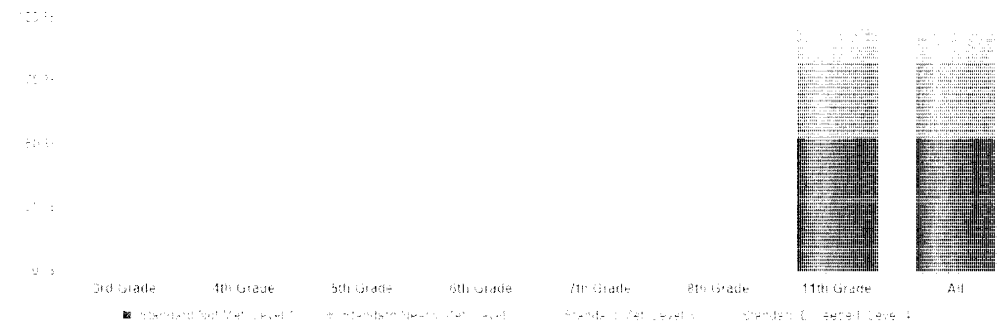


Magnolia High School

Achievement Level Distribution



Achievement Level Distribution



Savanna High School

Achievement Level Distribution

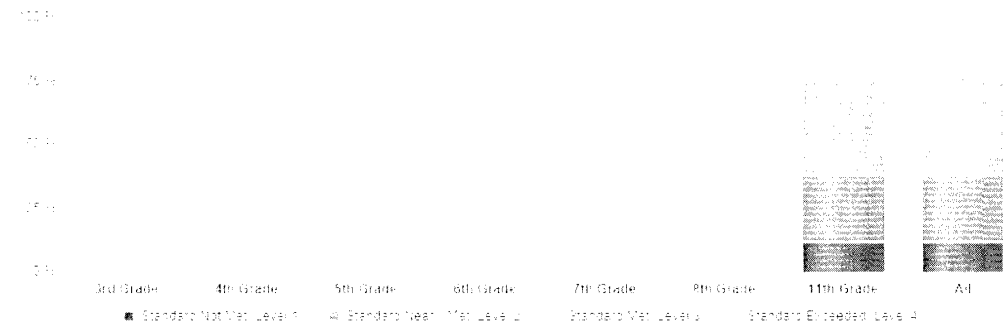


Achievement Level Distribution

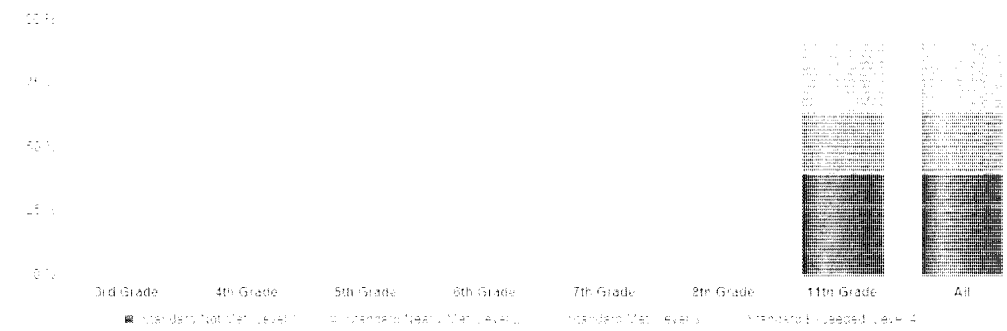


Western High School

Achievement Level Distribution

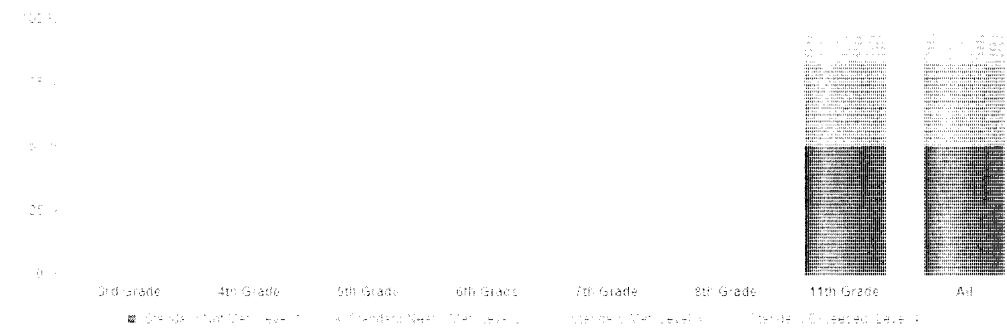


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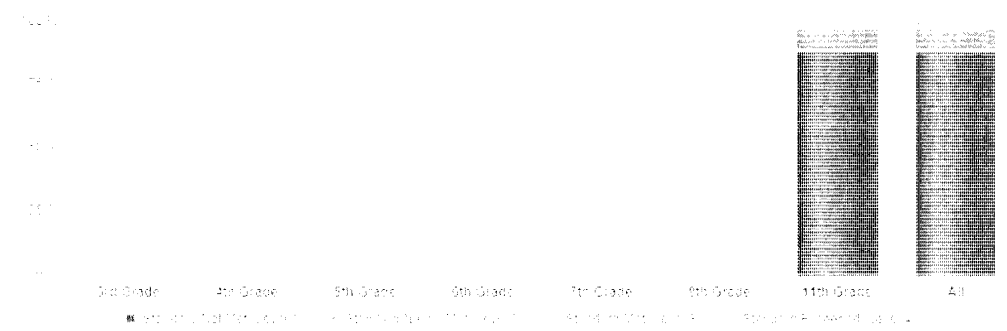


Gilbert High School

Achievement Level Distribution



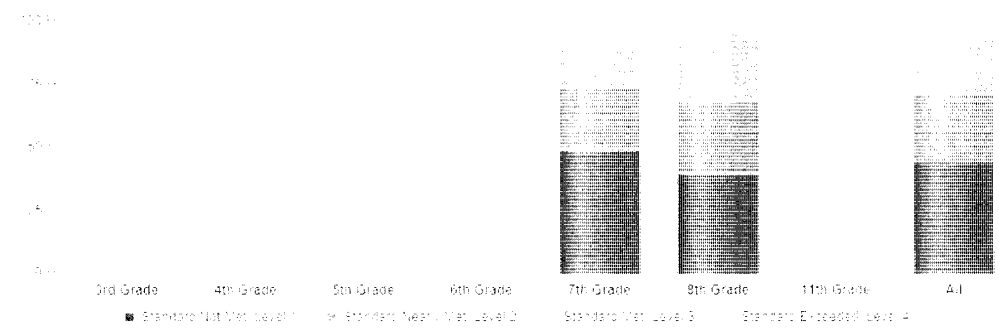
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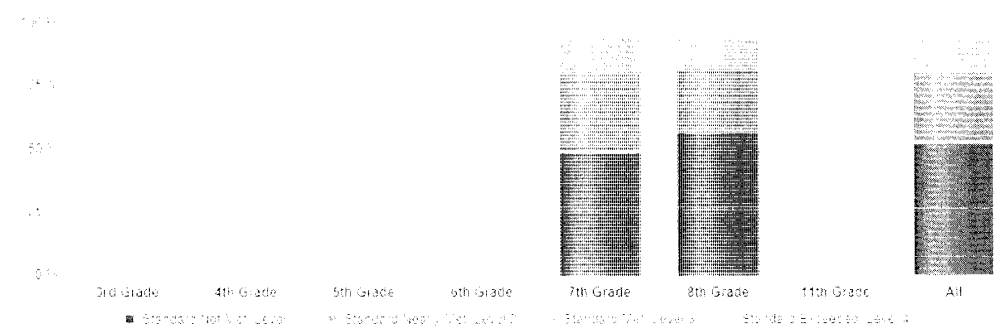
WINDYBROOK MIDDLE SCHOOL

Achievement Level Distribution



WINDYBROOK MIDDLE SCHOOL

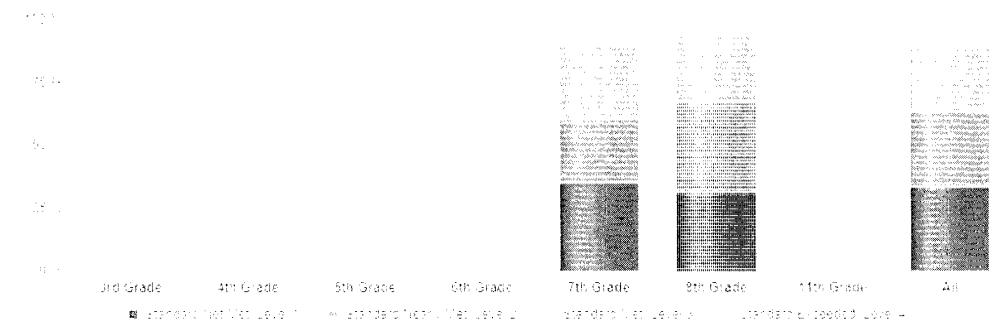
Achievement Level Distribution



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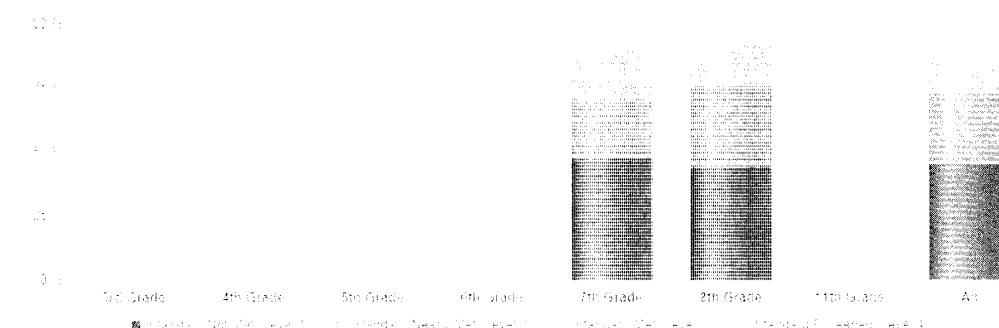
WINDYBROOK MIDDLE SCHOOL

Achievement Level Distribution



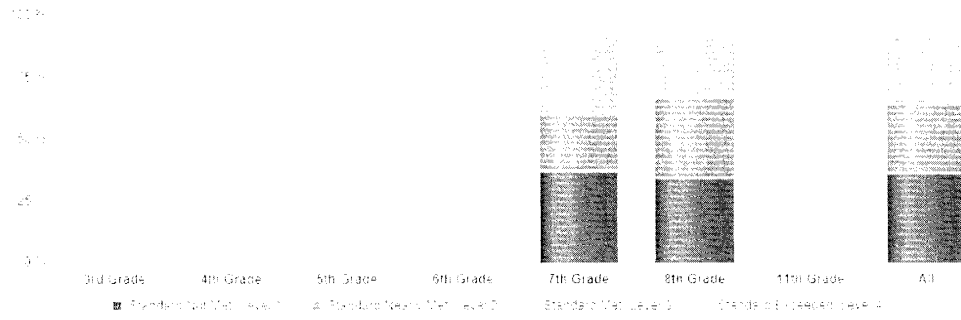
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Achievement Level Distribution

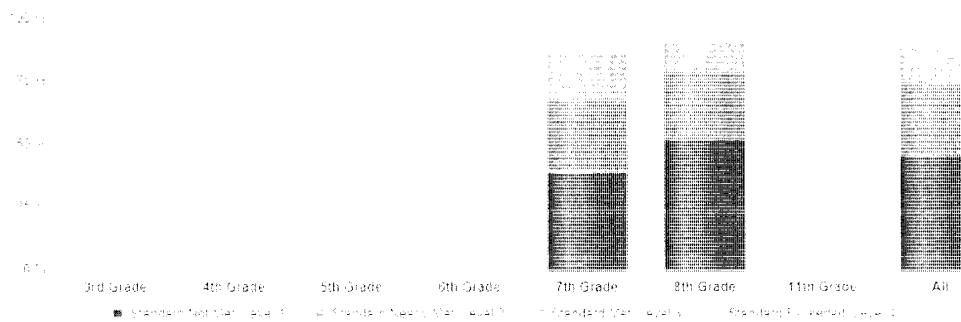


Dale Junior High School

Achievement Level Distribution

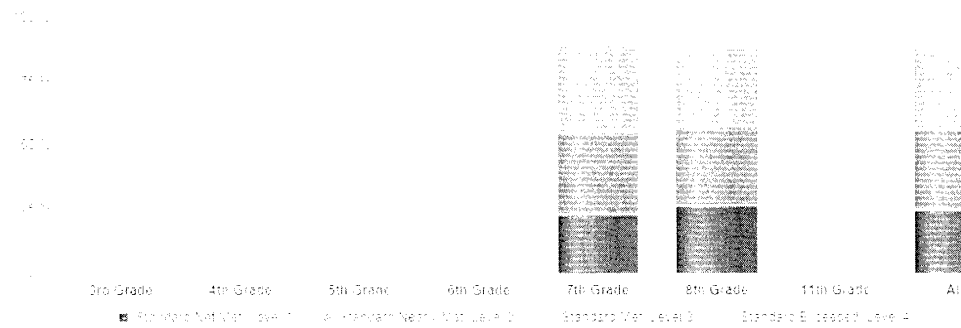


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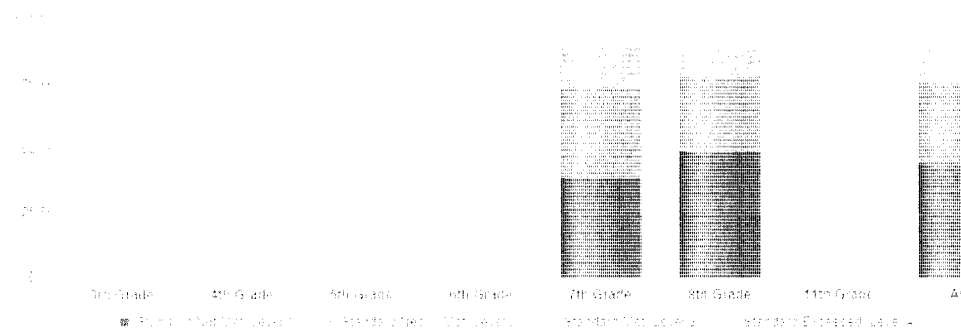


Orangeview Junior High School

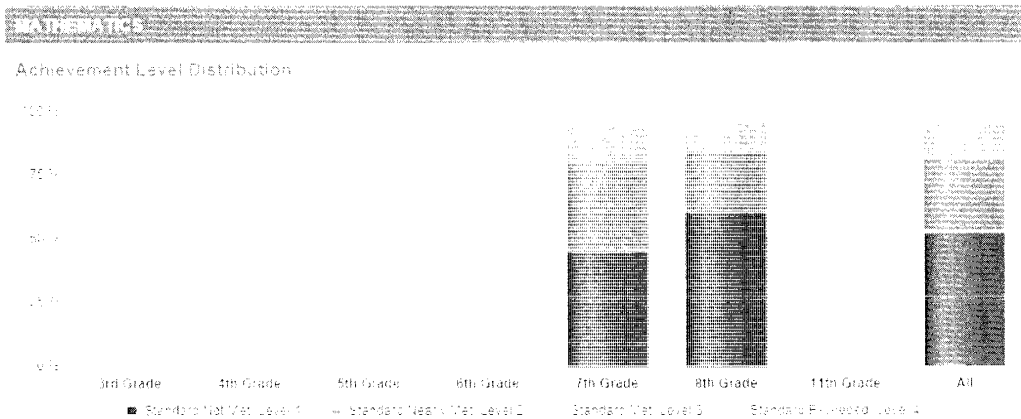
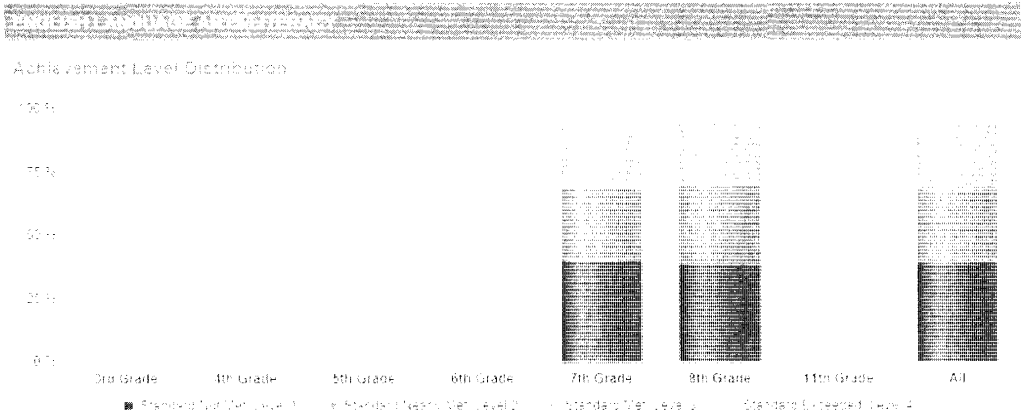
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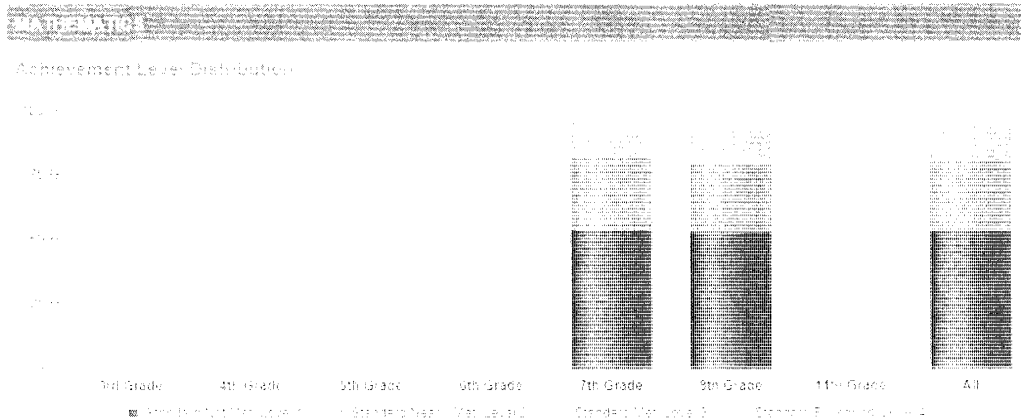
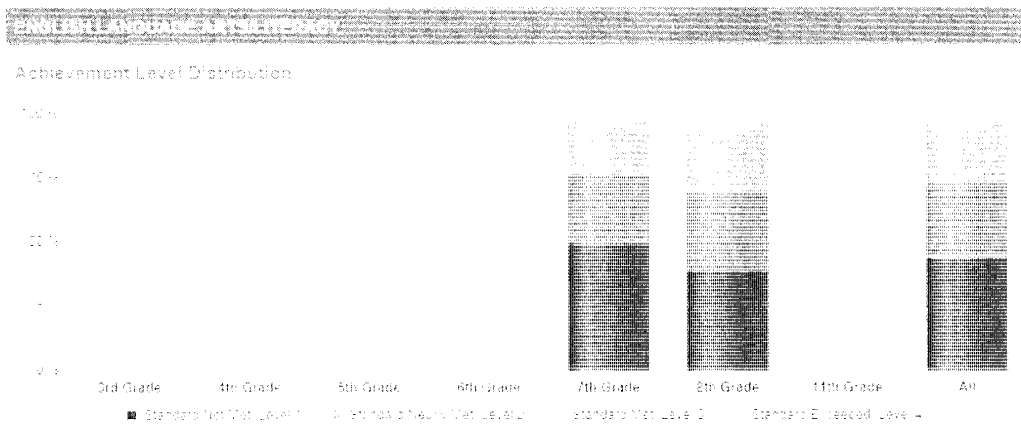
Achievement Level Distribution



South Junior High School



Sycamore Junior High School



Title I Program General Information

As noted previously in this report, the District's Title I schools operate Title I Schoolwide programs. Title I funding helps to support several positions that are intended to expand or improve services for students, in an effort to better prepare students for college, career, and/or other post-secondary opportunities. The goal of Title I Schoolwide programs is to improve academic outcomes for all students; however, the greatest emphasis is placed on providing the support for students who demonstrate the greatest degree of academic need. To that end, principals of Title I schools will often use Title I funding to hire an additional ELA/literacy teacher and/or a mathematics teacher to serve students with the greatest academic need, as well as instructional aides, depending upon the needs of each individual school community.

There are also District-wide Title I reservations that are to be used for a specific purpose, such as the District's reservation for Local Educational Agency (LEA) Program Improvement. (The 2016-17 year is the final year of the No Child Left Behind Act (NCLB), and under this legislation the District is still designated as being in Program Improvement.) The LEA Program Improvement reservation is to be used to implement professional learning to improve student learning results. The District has used LEA Program Improvement reservation to support the District's Lesson Design Coach (LDC) program at Title I schools. The program has served to improve instructional practices at all of the District's Title I schools.

The LDC position at each of these schools provides support in the following ways:

- Develop sustaining and thoughtful peer coaching relationships with participating LDC teachers characterized by openness, sharing, and reflection.
- Provide on-site support to participating teachers by providing guidance, assistance, and information that leads to reflective professional practice based on the AUHSD lesson design model, which includes content objective, language objective, and formative assessment.
- Attend and be actively involved in all LDC training to acquire the skills necessary for using observation-based formative assessment to develop increasingly positive performances in the skills, abilities, and knowledge outlined in the AUHSD lesson design model.
- Participate in all professional development activities for LDC.
- Meet with LDC site cohort teachers on a regular basis either through Professional Learning Communities or other dedicated time.
- Train site LDC cohort on elements of the AUHSD lesson design model.
- Conduct the AUHSD lesson design model application, consisting of pre-conferences, classroom observations, and closure conferences, requiring approximately one day of work per assessment.
- Model and demonstrate effective teaching using the AUHSD lesson design model and current CSTP.
- Submit monthly reports documenting total hours and also submit separate monthly narrative journals.
- Communicate frequently with District LDC administrator.
- Provide feedback on program effectiveness to LDC administrator.
- Participate frequently in online LDC blogs.
- Participate in LDC coaching cohorts.
- Align support/coaching with state and District content area standards, benchmarks, and assessments.
- Work collaboratively with District curriculum specialists.

Another District-wide Title I reservation is being used to support the Multi-Tiered System of Supports (MTSS) program. The MTSS Specialist is responsible for the following activities:

- Ensure the development, implementation, and monitoring of the MTSS model at the school sites consistent with achieving District and site initiatives.
- Attends regularly scheduled District meetings as a part of the District MTSS Task Force.
- Attend District-level meetings and trainings.
- Assists in identifying and implementing clear processes for universal screening, and placement of identified students who need additional support.
- Assists in analyzing student achievement data to identify achievement gaps by subgroup and provide targeted academic interventions and enrichment resources for deficient students.
- Assists in implementing appropriate processes for movement between tiers of prevention and interventions using data.
- Develop and implement data management training on the use of MTSS assessment measures to inform student placement, instruction, and intervention.
- Facilitates the Instructional Support Teams (IST) at the site to provide support for MTSS implementation.
- Ensure the development, implementation, and monitoring of a multi-tiered support system at the school site.
- Plans and implements MTSS teacher in-service and staff development at the school site.
- Assist staff in analyzing student needs and linking student needs to appropriate supports.
- Collaborate and support site LDC with implementation of best instructional practices.
- Provide in-classroom coaching for teachers working with Tier II and Tier III students.
- Establish connections for MTSS framework and philosophy to other District initiatives.
- Develop, implement, and monitor site-based academic/behavior interventions and supports to reduce student suspensions and to improve student learning.
- Assist site staff with implementation of inclusive services for special needs students.
- Serve as the site Positive Behavioral Interventions and Supports (PBIS) Coordinator.
- Coordinate, plan, and implement schoolwide training and professional development in the implementation of PBIS.
- Utilize monthly discipline reports to identify discipline trends by student subgroup to provide appropriate student behavior interventions and resources.
- Assist school site in analyzing PBIS implementation data; interpret data related to student behavior and social emotional needs and supports.
- Work collaboratively with site Tobacco Use Prevention Education program advisor to implement prevention and intervention activities.
- Work collaboratively with Anaheim Achieves liaison and site supervisor to ensure academic and enrichment support for students.
- Work flexible hours to ensure availability with after-school programs and parent involvement activities.

Each Title I school also has a Title I Specialist who makes sure that all Title I program legislative requirements are implemented with fidelity, which is reviewed bi-annually through the Federal Program Monitoring (FPM) process. Their duties also include the following:

- Involvement in school improvement efforts by providing leadership in the development of the Single Plan for Student Achievement (SPSA). The Title I Specialist is a major partner in the development of the SPSA working closely with the principal, school leadership team, department chairpersons, School Site Council, other campus program coordinators, and District personnel.

- Identifies and monitors progress of students receiving Title I services, both direct and indirect. Title I Specialist monitors information generated from Aeries and Illuminate programs throughout the year for all students receiving direct Title I services.
- Coordinates the Title I budget to provide funding for appropriate staffing, materials and equipment, professional development, and parent involvement through utilization of the program funding sources.
- Maintains time-keeping records and documentation for teachers and staff within the Title I program.
- Through SPSA process, works with LDC to identify, organize, and coordinate appropriate staff development activities. The Title I Specialist works closely with the reading, math, English language arts, English language development teachers, and other staff to provide ongoing support related to Title I supplementary services.
- Coordinates identified activities related to low-performing students with administration, counseling, and department chairs.
- Coordinates the planning and implementation of parenting activities, parent compacts, communications, and follow-up, integrating with the District-wide parenting program. Provides parent training and opportunities for increasing parent involvement through coordination with counseling and administration. (This responsibility is shared with the School Community Liaison.)
- Oversees and works closely with the Family Center staff and operations. (This responsibility is shared with the School Community Liaison.)
- Coordinates efforts with school leadership to maintain and support all programs, equipment, and computer applications utilized by students, teachers, and staff, to provide ongoing support and remediation for students in the Title I program. This includes the computer labs, library, classrooms, and offices.
- Monitors Federal Program Monitoring (FPM) of the Compensatory Education Instrument.

Two other positions that help to support improved student achievement outcomes, are the Educational Technology Coach who helps teachers learn to wield educational technology in order to implement 21st century instructional practices, and the School Community Liaison who works to support parents in their efforts to become more involved in their child's educational process, and also to strengthen the parents' connection with the school. The School Community Liaison also helps to connect families with appropriate school and community resources.

2. What aspects of the Title I program have been effective?

All of the previously named positions have helped to shift the culture at our Title I schools to become more inclusive of low-income and/or academically challenged students, and to improve expectations in terms of students' educational outcomes. The LDC program has very positively helped to reform instructional/teaching practices across all of the District's Title I schools, and there is still more work to be completed in this area.

Setting/defining expectations for schools through the District's "Writing Journey" with an emphasis on "First Best Instruction" has been an effective means of shifting the culture at our Title I Schools to one of college and career readiness.

The District's Single Plan for Student Achievement (SPSA) review process has also created opportunities for honest conversations regarding the curricular and instructional needs at each Title I school. The conversations also include how well aligned schools are with the District's educational learning initiatives, and the next steps that schools could take to ensure the continuance of improved student achievement outcomes, as well as how to expand vertical articulation opportunities between feeder pattern schools.

As a result of these efforts, and more specifically the efforts of the teachers who work with educationally disadvantaged students every day, all Title I schools have seen steady growth in ELA/literacy academic achievement outcomes.

3. What aspects of the Title I program have not been as effective?

The District's Title I schools have also experienced some improved educational outcomes in mathematics, but growth in this area is not happening at the same rate as with ELA/literacy. The transition to the District's integrated mathematics curriculum, which is aligned with common core state standards, has been challenging. Additionally, students who have attended elementary schools that have not implemented the most current state adopted standards in mathematics, may be lacking some of the mathematical skills needed for the successful acquisition of the new mathematics curriculum at the secondary level.

4. What needs to be refined?

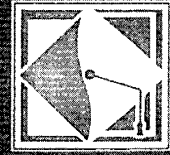
1. With regards to improving student achievement results in mathematics, the District has been working with the University of California, Irvine, for the past few years to refine mathematics curriculum and to improve mathematics instructional practices; and, there has been a tremendous effort by teachers and all support staff to reform daily instructional practices. Progress is being made and students are receiving improved curriculum and instruction; however, there is always room for more refinement in this area.
2. To address current professional learning needs, the following actions have been identified through the District's LCAP process as part of Goal 1, "All students will demonstrate college and career readiness," in actions 1.1. and 1.2.
 - 1.1. The District will continue to recruit (as needed), retain, and support highly qualified teachers, support staff, and administrators, who provide First Best Instruction and/or 21st Century Learning experiences to all students.
 - Continue to support 18 full-time equivalent (FTE) Lesson Design Coach (LDC) with a focus on Students With Disabilities and English Learners: \$2.16 million annually (Title I, Title II, Title III, and Local Control Funding Formula [LCFF]).
 - Continue to support 5.5 FTE curriculum specialists with a focus on Students With Disabilities and English Learners and/or instructional coaches: \$695,000 annually for salaries and benefits (Title I, Title II, Title III, and LCFF).
 - Continue to support 19 FTE Educational Technology Coaches added in 2015-16: approximately \$625,000 annually for one release period per Educational Technology Coach (site funds).
 - Add math coach(es) in 2016-17 if funding becomes available. (Coaching model and costs are still being determined.)
 - Continue to refine and implement District Professional Learning Plan (aka District Professional Development Plan) to increase staff's capacity/understanding of college and career readiness skills and how to fully implement all state adopted standards, including ELD standards: \$750,000 annually (Title I, Title II, Title III, LCFF, Educator Effectiveness Funds).
 - Refine plan, with appropriate timelines, for all teachers to meet state mandated credentialing requirements, and also provide opportunities and support for teachers to complete this work outside of the school day and/or school year: costs are included in District Professional Learning Plan.
 - Provide professional learning/training that addresses cultural proficiency/competency, including cross-cultural interactions, cultural differences, and culturally responsive curriculum and instruction: costs are included in District Professional Learning Plan.
 - Provide professional learning/training on instructional strategies to better support the needs of Newcomer English Learners and Long-Term English Learners (LTEL).
 - 1.2. Instructional design and delivery is aligned with all California State Standards, including Common Core State Standards (CCSS), ELD standards, and all other state adopted standards.

- Provide centralized training necessary for the implementation of all California State Standards, including ELD standards, and all other state adopted, standards-aligned lesson study models, which support close reading of complex text, using complex text in speech, and demonstrating competency with evidence-based writing. Costs are included in District Professional Learning Plan: \$750,000 annually (Title I, Title II, Title III, LCFF, Educator Effectiveness Funds—duplicated amount from Action 1.1.).
- Continue to support teachers in the completion and/or refinement of all CCSS aligned units of study, Performance Task Assessments (PTA), and other lesson study models. Costs are included in District Professional Learning Plan: \$750,000 annually (Title I, Title II, Title III, LCFF, Educator Effectiveness Funds—duplicated amount from Action 1.1.).
- Provide professional learning/training on strategies to develop skills that are part of the Framework for 21st Century Learning (aka P21 Framework) and non-cognitive skills. Among the skills included are critical thinking, creativity, communication, collaboration, and character, often referred to as the 5-Cs. In addition, provide civic learning across all content areas, with the expectation that what is learned in the classroom will apply to the larger community.
- Implementation of Next Generation Science Standards (NGSS) in 2017-18. Costs are included in District Professional Learning Plan: \$750,000 annually (Title I, Title II, Title III, LCFF, Educator Effectiveness Funds—duplicated amount from Action 1.1.).
- Through the library/media center, develop a universal instructional model for incorporating student inquiry and research skills into units of study across all content areas, as well as service learning projects: No cost.
- Provide ongoing professional learning for teachers with an emphasis on deepening their understanding of excellence through equity and cultural relevancy. Costs are included in District Professional Learning Plan: \$750,000 annually (Title I, Title II, Title III, LCFF, Educator Effectiveness Funds—duplicated amount from Action 1.1.).

AUHSD

Anaheim Union High School District

Learning With Purpose



College and Career Ready

**Title III English Learner
Program Evaluation Report
2015-2016**

Introduction

The Anaheim Union High School District conducts an annual evaluation of programs and services for English Learners (ELs) for the purposes of providing evidence of program effectiveness and for planning for program improvement. The primary goal of all programs for English Learners is, as effectively and efficiently as possible, to ensure that each student develops fluency in English and maintains grade-level appropriate achievement in core content curriculum. This report will objectively assist the schools and in determining the effectiveness of the District's and each school's programs.

The District is committed to providing quality and equitable educational programs for all students, including the more than 6,000 English learners (ELs) it serves each year. The District has engaged in a number of important initiatives to continue strengthening its EL programming and narrow the opportunity gap between all students and EL students. In 2013-14 and 2014-15, the District expanded services and support with the formation of the English Learner and Multilingual Services department in the Education Division. The department includes the Language Assessment Center, Translation/Interpretation Services, and Curriculum and Instruction for ELs supported by a curriculum specialist, an instructional coach and bilingual instructional assistants. In terms of programs, the District has continued to provide a variety of services and is implementing a number of instructional models to address the varied needs of ELs, including Designated English Language Development (ELD), push-in (collaborative model), co-teaching and clustering classes. In addition, in 2010-11, the District created the Dual Language Academy at Sycamore Junior High to build upon the language assets students bring. The Seal of Biliteracy was promoted throughout the District beginning in 2011-12 to recognize the importance of a biliterate citizenry. The advent of the newly adopted ELD standards and English Language Art/ELD state framework has steered the District on a new pathway of improving programs, aligning courses, and providing access to the District's EL students.

The report data consist of language demographics, results from the California English Language Development Test, English Progress and Proficiency measures, Smarter Balanced Assessment results, graduation rates, A-G completion rates, and reclassification trends.

The report also presents a summary of program effectiveness utilizing all of these data sources, implementation successes and challenges, and a brief description of the District's continued focus and vision for English learner success.

Glossary of Terms

English Learner Progress and Proficiency Report	<p>The Every Child Succeeds Act (ESSA) requires that state and local educational agencies (LEAs) receiving Title III funds report on English Learner progress and proficiency, which in part are based on CELDT results. The information is used by LEAs to assist local educational agencies (LEAs) in preparing their Local Control Accountability Plans (LCAP). Reports and information about Title III Accountability are available on the California Department of Education (CDE) Title III Accountability Web page at http://www.cde.ca.gov/sp/ei/t3/index.asp</p>
California English Language Development Test (CELDT)	<p>The CELDT measures limited English proficient students' achievement of California English Language Development (ELD) Standards in kindergarten through grade twelve. Three purposes for the CELDT are specified in state law, including: (1) identifying students as limited English proficient, (2) determining the level of English language proficiency (ELP) for students who are limited English proficient, and (3) assessing the progress of limited English proficient students in acquiring the skills of listening, speaking, reading, and writing in English.</p>
English Language Development (ELD)	<p>Instruction that is designed to help English learners learn and acquire English to a level of proficiency that maximizes their capacity to engage successfully in academic studies taught in English.</p>
English Learner (EL)	<p>An EL is a student in kindergarten through grade twelve who, based on objective assessment, has not developed listening, speaking, reading, and writing proficiencies in English sufficient for participation in the regular school program. State and federal law require that LEAs administer a state test of English language proficiency to newly enrolled students whose primary language is not English and to ELs as an AA. Since 2001, this test for California's public school students has been the CELDT.</p>
Initial Fluent English Proficient (IFEP)	<p>Students with a primary language other than English who took the CELDT within 30 days of enrollment in a U.S. public school and who met the LEA criterion for English language proficiency are identified as IFEP.</p>
Long Term English Learner (LTEL)	<p>Students who are enrolled in any of grades 6 to 12, inclusive, who have been enrolled in schools in the United States for six or more years, have remained at the Intermediate English language proficiency level for two or more consecutive years, or are not making progress as determined by the CELDT, are considered to be Long Term English Learners.</p>
Reclassification	<p>Reclassification is the local process used by LEAs to determine if a student has acquired sufficient English language fluency to perform successfully in academic subjects without ELD support. EC Section 313(d) specifies the four criteria that must be used when making reclassification decisions locally.</p>
Reclassified Fluent English Proficient (RFEP)	<p>Students with a primary language other than English who were initially classified as English learners, but who have subsequently met the LEA criteria for English language proficiency are determined to be RFEP.</p>
Specifically Designed Academic Instruction in English (SDAIE)	<p>SDAIE is a teaching approach intended for teaching various academic content to English learners. The instruction is carefully prepared in such a manner so that English learners gain skills in both the subject material and in using English.</p>

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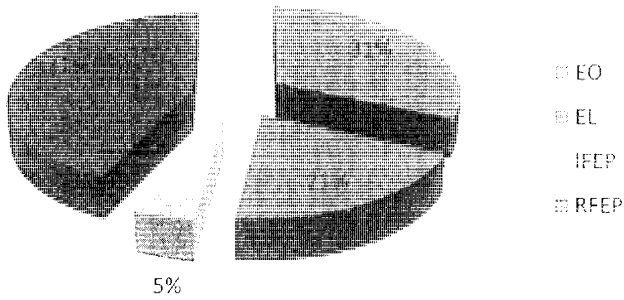
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Demographics

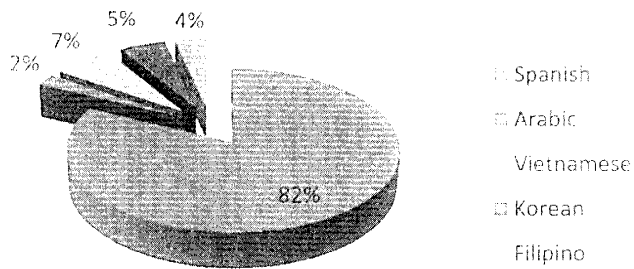
English Language Acquisition

EO = English Only EL = English Learner
IFEP = Initially Fluent English Proficient RFEP = Reclassified Fluent English Proficient



Source: DataQuest

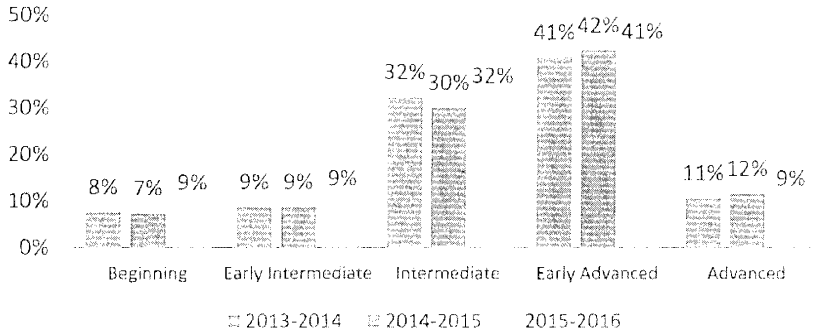
Top Five Primary Languages Other Than English



Source: Eagle Aeries

California English Language Development Test

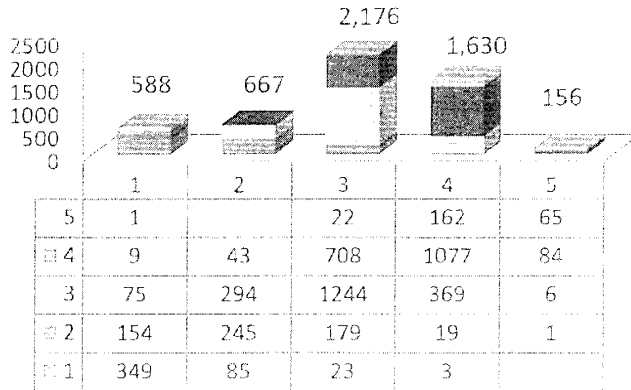
Anaheim Union High School District CELDT Results by Performance Level



The chart shows the CELDT overall performance level comparison for three academic school years. It is a year to year comparison.

Source: DataQuest

CELDT Overall Matched Performance Level Comparison 2014-15 to 2015-16



The stack chart shows the CELDT overall performance level comparison between 2014-2015 and 2015-2016 academic school years. These are matched data. For example in 2014-2015, there were 588 students who were at the beginning level. When matched to the 2015-16 academic school year, 349 remained in beginning; 154 moved up a level to early intermediate; 75 moved up two levels to intermediate; 9 moved up three levels to early advanced and 1 moved up four levels to advanced.

Source: Eagle Aeries

CELDT Levels:

1 = Beginning 2 = Early Intermediate 3 = Intermediate 4 = Early Advanced 5 = Advanced

2015-2016 CELDT Overall Performance Levels Number of students by Years in US Schools

	B	EI	I	EA	A	Total
6	10	16	40	26	7	99
7	88	125	438	289	58	998
8	57	115	393	385	46	996
9	56	86	297	350	27	816
10	64	71	299	295	33	762
11	31	68	237	314	36	686
12	34	33	165	244	41	517
Grand Total	340	514	1869	1903	248	4874

The table shows the number of EL students CELDT Overall performance levels by the number of years in US Schools

Note: 6 plus years in US Schools Source: Eagle Aeries

2015-2016 CELDT Overall Performance Levels % of students by Years in US Schools

	B	EI	I	EA	A
6	10%	16%	40%	26%	7%
7	9%	13%	44%	29%	6%
8	6%	12%	39%	39%	5%
9	7%	11%	36%	43%	3%
10	8%	9%	39%	39%	4%
11	5%	10%	35%	45%	5%
12	7%	6%	32%	47%	8%
Grand Total	7%	11%	38%	39%	5%

The table shows the percent of EL students CELDT Overall performance levels by the number of years in US Schools.

Note: 6 plus years in US Schools Source: Eagle Aeries

Brief Description of English Learner Progress and Proficiency

The California Department of Education (CDE) developed the English Learner Progress and Proficiency Report to provide local educational agencies (LEAs) with information on English learner (EL) performance to use with Local Control Accountability Plans.

Making Annual Progress in Learning English: Progress is defined upon the overall performance on the previous California English Language Development Test (CELDT). ELs at the Beginning, Early Intermediate, and Intermediate levels must gain one proficiency level per year. ELs at the Early Advanced or Advanced level, who are not yet proficient, are expected to achieve English proficient level on the CELDT in the following year. English proficient on the CELDT is overall proficiency level of Advanced or Early Advanced and must score Intermediate level in listening, speaking, reading and writing. The following table illustrates the Annual Growth Target:

Previous CELDT Overall Performance Level	Annual Growth Progress
Beginning	Early Intermediate
Early Intermediate	Intermediate Overall
Intermediate	Early Advanced
Early Advanced or Advanced, but not at the English proficient level. One or more domains are below Intermediate in listening, speaking, reading or writing.	Achieve the English proficient level. Overall proficiency level needs to remain at the Early Advanced or Advanced level, and all domains need to be at the Intermediate level or above
Early Advanced or Advanced, and at the English proficient level	Maintain English proficient level.

Attaining English Proficient Level on the CELDT: English proficient is defined as overall performance level of Early Advanced or Advanced and domain performance level scores of Intermediate and above in listening, speaking, reading and writing. Students in this cohort include Initial CELDT test takers during the Annual Assessment window from July 1 through October 31. There are two cohorts that have been established to determine the percentage of ELs attaining the English proficient on the CELDT:

1. **Less Than Five Years Cohort**
This cohort contains all ELs who have been in language instruction educational programs for less than five years.
2. **Five Year or More Cohort**
This cohort contains all ELs who have been in language instruction educational programs for five years or more.

Source: DataQuest

**2015-16 English Learner Progress and Proficiency Report
Local Educational Agency (LEA) Level Data**

Release Date: August 19, 2016
 School: Anaheim Union High School District
 County: Orange
 CDS Code: 30-66431-0000000

The English Learner (EL) Progress and Proficiency Reports is provided to assist local educational educational agencies (LEAs) in preparing their Local Control Accountability Plans.

Percentage of ELs Making Annual Progress in Learning English

Number of 2015-16 Annual CELDT Takers	5,971
Number with Required Prior CELDT Scores	5,966
Percentage with Required Prior CELDT Scores	99.9%
Number in Cohort Making Annual Progress	3,455
Percentage in Cohort Making Annual Progress	57.9%

Percentage of ELs Attaining the English Proficient Level on the CELDT

Less than 5 Years Cohort

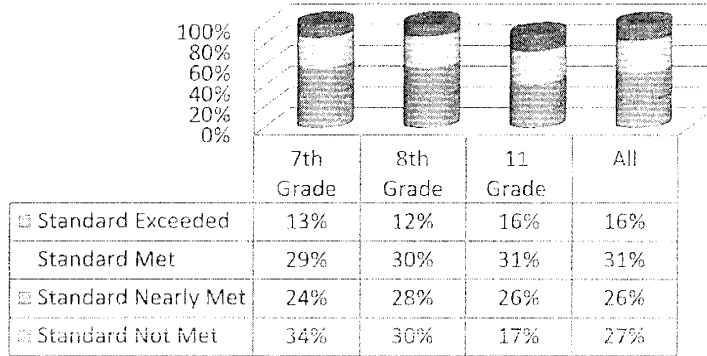
Number of 2015-16 English Learners Cohort	884
Number in Cohort Attaining the English Proficient Level	193
Percentage in Cohort Attaining the English Proficient Level	21.8%

5 Years or More Cohort

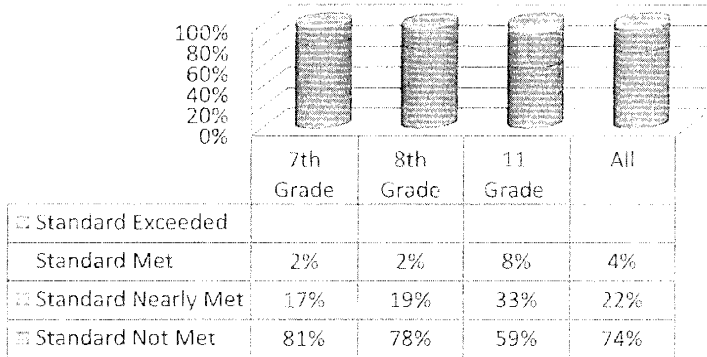
Number of 2015-16 English Learners in Cohort	5,361
Number in Cohort Attaining the English Proficient Level	2,643
Percentage in Cohort Attaining the English Proficient Level	49.3%

Smarter Balanced Summative Assessments

All Students English Language Arts/Literacy



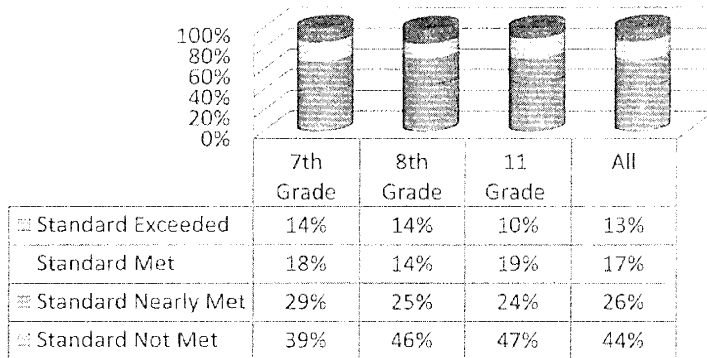
English Learners English Language Arts/Literacy



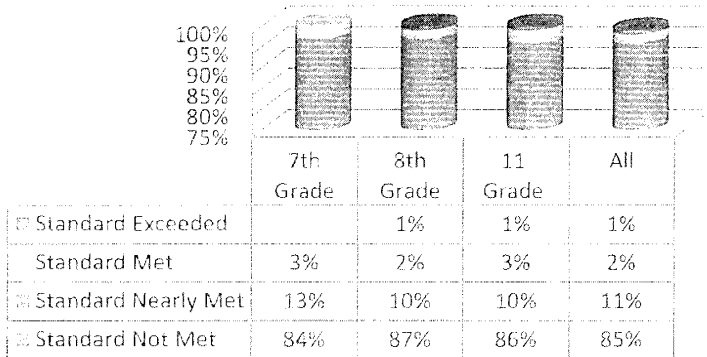
Source: DataQuest

Smarter Balanced Summative Assessments

All Students Mathematics



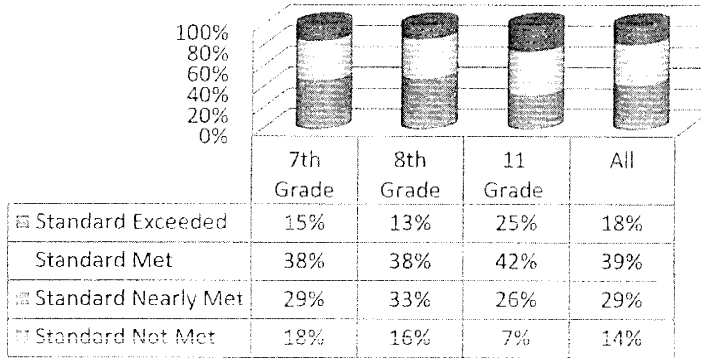
English Learners Mathematics



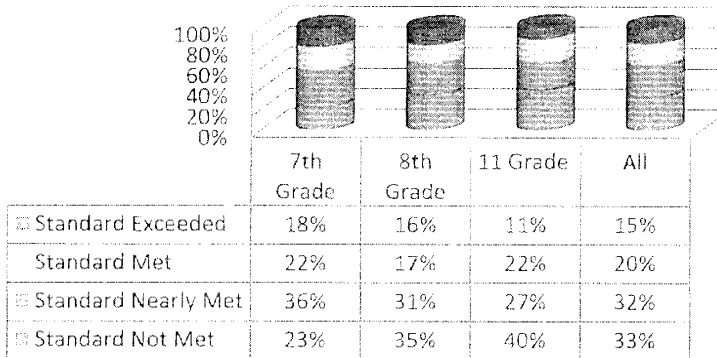
Source: DataQuest

Smarter Balanced Summative Assessments

Reclassified Fluend English Proficient English Language Arts/Literacy



Reclassified Fluend English Proficient Mathematics



Source: DataQuest

Graduation Rates

Anaheim Union High School District Graduation Comparison by Program for 2013-14 and 2014-15

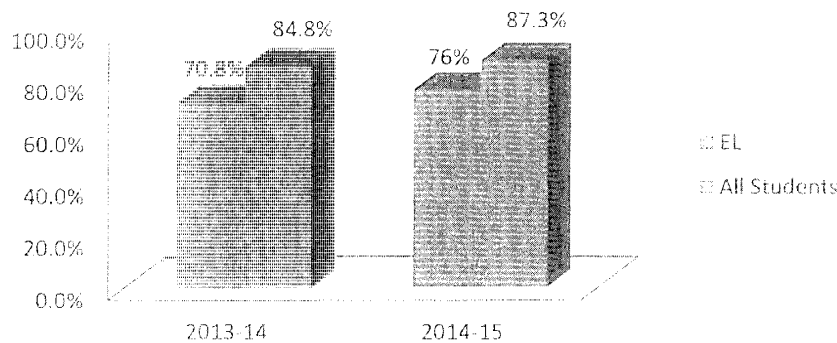
Graduation Data for 2014-15 by Program

	Cohort Students	Cohort Graduates	Cohort Graduation Rate	Cohort Dropouts	Cohort Dropouts Rate	Cohort Special Ed Completers	Cohort Special Ed Completers Rate	Cohort Still Enrolled	Cohort Still Enrolled Rate	Cohort GED Completer	Cohort GED Completer Rate
English Learners	1,352	1,027	76	189	14	39	2.9	97	7.2	*	0
Migrant Education	12	*	66.7	*	25	*	0	*	8.3	*	0
Special Education	502	327	65.1	47	9.4	52	10.4	76	15.1	*	0
Socioeconomically Disadvantaged	4,034	3,444	85.4	344	8.5	49	1.2	197	4.9	*	0
All Students	5,138	4,486	87.3	373	7.3	53	1	225	4.4	*	0

Graduation Data for 2013-14 by Program

Program Name	Cohort Students	Cohort Graduates	Cohort Graduation Rate	Cohort Dropouts	Cohort Dropouts Rate	Cohort Special Ed Completers	Cohort Special Ed Completers Rate	Cohort Still Enrolled	Cohort Still Enrolled Rate	Cohort GED Completer	Cohort GED Completer Rate
English Learners	1,437	1,018	70.8	242	16.8	15	1	161	11.2	*	0.1
Migrant Education	*	*	66.7	*	22.2	*	0	*	11.1	*	0
Special Education	516	323	62.4	70	13.5	25	4.8	99	19.1	*	0.2
Socioeconomically Disadvantaged	3,885	3,188	82.1	398	10.2	18	0.5	280	7.2	*	0
All Students	5,189	4,401	84.8	447	8.6	28	0.5	314	6.1	*	0

Cohort Graduation Rate

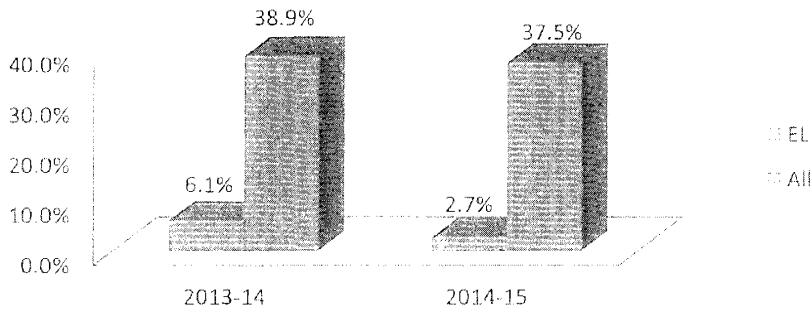


Graduates Completing A-G Required Courses for UC and/or CSU Entrance

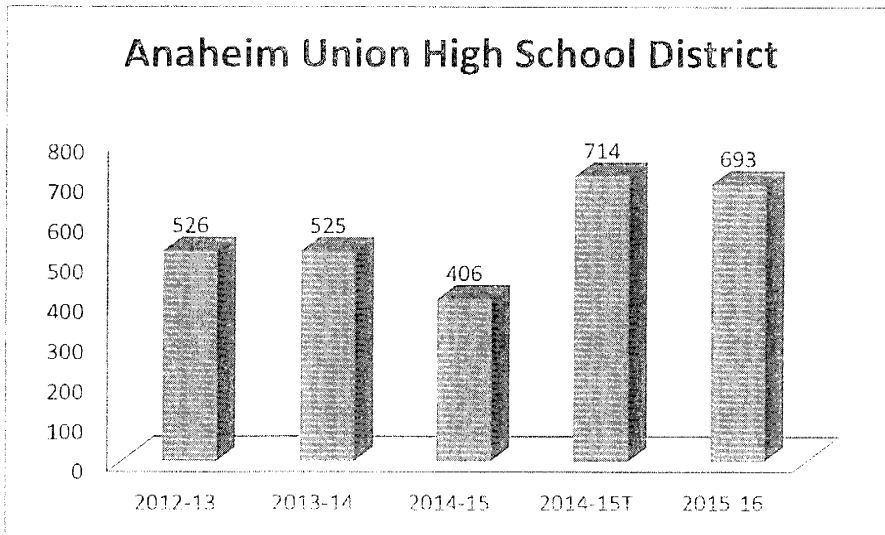
Local Districts

Demographics	Male			Female			Hispanic			LEP			SED			Total		
	2013	2014	2015	2013	2014	2015	2013	2014	2015	2013	2014	2015	2013	2014	2015	2013	2014	2015
Anaheim Union High	30.2	33.8	33.7	38.7	43.8	41.0	25.5	29.6	28.1	4.2	6.1	2.7	28.8	33.9	32.9	34.5	38.9	37.5
Fullerton Joint Union High	42.9	48.1	45.8	52.6	56.6	56.6	31.3	36	35.2	2	4.5	4.5	31.2	36.8	36.0	47.7	52.4	51.4
Garden Grove Unified	44.4	47.1	44.5	59.2	61.1	58.9	37.9	39.2	39.3	12.8	13.9	11.8	48.7	51.3	51.7	51.9	54.4	51.7
Orange Unified	33.5	33.7	30.2	43.2	45.2	36.7	22.2	24.5	17.5	0.6	2.3	0.0	20.3	22.6	10.8	38.2	39.3	33.4
Placentia-Yorba Linda Unified	45.1	44	47.2	52.7	54.9	57.9	29.5	28.4	33.4	0	0	2.5	25.3	25	24.3	48.9	49.3	52.4
Santa Ana Unified	32.6	36.7	37.2	47.8	51.6	55.7	36.5	40.2	42.1	5.9	9.9	4.1	37.3	40.1	39.6	40.6	44.5	47.1
County Total	41.2	43.3	44.9	52.1	54.4	55.9	30.6	33.6	34.1	5.8	7.3	6.2	33.5	36.1	37.5	46.6	48.9	50.4
State Total	34.6	36.7	38.0	44.1	46.9	48.6	29.1	32.4	34.6	8.9	9.9	9.2	30	32.7	34.2	39.4	41.9	43.4

AUHSD Grads with UC/CSU Required Course



Reclassification Trend



Note: In 2014-15, the California Longitudinal Pupil Achievement Data System (CALPADS) collected the number of reclassified fluent English proficient students during the Fall 1 submission which is in October of each year. In the past, the number of reclassified fluent English proficient count was collected during the Spring Language Census which was on March 1st of each year; therefore, there are two counts for the above graph. AUHSD reclassified 714 students during the 2014-15T academic school year. The bar graph shows that for the 2014-15T, the number of reclassified students increased compared to the two previous years.

2014-2015 -- Data collected in October through the California Longitudinal Pupil Achievement System (CALPADS).
2014-2015T -- "T" stands for traditional data collection in March of the respective academic school year.

Summary of English Learner Program Effectiveness

The District will continue to analyze state and local data to look for trends in academic and language development progress of English learner (EL) students. A deeper analysis of local measures will be scheduled for the 2016-17 school year, including longitudinal and cohort data and a review of Long Term English Learners (LTELs) progress to help the district understand how to narrow the gap between ELs and non-ELs. An EL Task force will be formed the 2016-17 school year to analyze these data and to make recommendations for implementation strategies that support the goals for ELs in the Local Control Accountability Plan (LCAP). The district will continue to provide professional development for designated English Language Development (ELD) and integrated ELD instruction so that teachers can support these goals and strategies set forth in the LCAP. The District will continue to focus on the following to support EL students' progress and proficiency in attaining English:

- Strategically placing students in an ELD program until they meet criteria to be placed in mainstream classes. ELD classes will continue to be leveled by proficiency levels. These courses will be taught by appropriately credentialed teachers.
- Providing continued support for daily instruction in ELD focusing on listening, speaking, reading and writing and utilizing ELD and English language arts/Literacy standards.
- Ensuring that the sites provide access to core content instruction through Specially Designed Academic Instruction in English (SDAIE) /integrated ELD and ensuring teachers are properly certified. The District and site administrators and curriculum specialists will monitor the scaffolding of instruction in core courses.
- Implementing professional learning that informs counselors and administrators of research-based methods used to assess and properly place students in appropriate courses, especially ELs with disabilities and Long-Term English learners (LTELs). Optimizing placements will ensure EL students have access to the core along with continued language development in appropriate setting.
- Continuing to review the implementation of the District's EL program and to ensure that ELs receive effective ELD instruction, have access to the core and are achieving in all areas. We will continue to develop an instructional pathway to effectively address the needs of LTELs and ELs with disabilities that have been in US schools for five or more years.

The graduation rate of ELs increased considerably from 71% to 76% though the A-G completion rate decreased across the district and also across local similar districts. A local, deeper longitudinal analysis of LTEL progress is a recommended study by the newly formed 2016-17 EL Task Force to see what variables are affecting this outcome. More intentional professional development for teachers, specialists and coaches, through the Lesson Design Coaches (LDC), is also a preliminary recommendation of the task force. This, in tandem with the continued focus on First Best Instruction and the district's Writing Journey, will continue to elevate the lesson design and practices that support LTELs and newcomer student achievement.

Per the recommendation of EL and Multilingual Services, the counselors have intentionally clustered newcomer/emerging level students in mainstream core classes (some with bilingual instructional assistants for primary language support). Before and after school tutoring are also available to students who need more support. For the newcomer students, the District now offers a Summer Language Academy for 75-100 newcomer students. Preliminary data from the pilot from student writing samples and student and teacher reflections indicate increment levels of language growth and cultural proficiency for both the students and teachers who participated. Progress monitoring of all newcomers is scheduled for the 2016-17 school year.

Two additional courses are in place for LTEL students: Language and Literacy for ELs (high school) and AVID Excel (junior high school). Students in the Language and Literacy course fulfill the "g" college prep elective requirement upon successful completion of the course. Teachers assigned to these courses will receive curriculum and instructional support. Curriculum specialists will monitor these classes for proper instruction and application of curriculum. Cohort data is scheduled to be analyzed the 2016-17 school year.

Enrollment of ELs and Reclassified students (former ELs) in the World Languages courses and Spanish for Spanish speakers has promoted more pride in home language and the numbers of Seal of Biliteracy diploma seals has increased significantly over the years, reaching over 1000 students this year. The Dual Language Academy at Sycamore and Anaheim is expected to grow in the coming years as the elementary programs continue to expand. Articulation with the feeder elementary schools is on-going in anticipation of this growth. Bilingual authorized teachers are increasing in the District due to the efforts between the District and the local universities.

The District will continue to work with teachers of English learners including long-term English learners and English learners with disabilities, on instruction in ELA and other core content areas that is differentiated to meet the language needs of their students.

The District will also continue to increase the numbers of teachers and parents who participate in Classroom Learning Walks. We have seen more collaboration and sharing of strategies among teachers as the number of teacher participants increases. The teachers develop a continuous feedback loop to better inform site based professional development activities supporting development of academic language and literacy across all content areas. Parents also have a better understanding of the standards and how instructions should look. They also have more to talk about with their students regarding their school experiences.

The District will continue to provide community participation programs, parent outreach and training activities, and extended services to parents of English learner students so that they become an integral part of the District and community and to ensure academic success for their students. Connecting families with needed educational and social services resources is an essential part of creating an atmosphere conducive to academic success. EL parent leaders are encouraged to attend state and local conferences to learn about program and services for English learners with the expectation that they in turn will train other parents. The Parent Leadership Academy (PLA) continues to expand and a Korean PLA is scheduled for the fall of 2016.

The importance of reclassification of English learners is an area the District will focus on by ensuring parents and staff have a deeper understanding and are part of the reclassification process. The data demonstrates that when EL students meet the reclassification criteria and are reclassified to Fluent

English Proficient (RFEP), they outperform their English Only peers in academic achievement measures. The District recognizes that this is a goal that should be celebrated at the school level by the entire community. For the past five years, the superintendent has awarded a certificate annually to all students who meet the District's reclassification criteria.

Anaheim Union High School District
College Readiness Block Grant Plan
2016-17 through 2018-19

Introduction:

Governor Brown signed Senate Bill (SB) 828 into law in June 2016, which authorizes the allocation of a \$200 million College Readiness Block Grant (CRBG) funds in the 2016-17 fiscal year. CRBG funds are intended to provide California's high school pupils, particularly low-income pupils, English learners, and foster youth, with additional supports to increase the number of students that enroll at institutions of higher education and complete an undergraduate degree within four years. The calculated funding rate is approximately \$149 per unduplicated pupil (low-income pupils, English learners, and foster youth) in grades 9-12, as reported in the California Longitudinal Pupil Achievement Data System (CALPADS) for the 2015-16 fiscal year. The funding is to be spent over a three-year period, starting with the 2016-17 fiscal year and ending with the 2018-19 fiscal year. As a condition of receiving CRBG funds, the District must develop and adopt a plan prior to January 1, 2017. Additionally, by January 1, 2017, the District must also report to the state superintendent on how the impact of the funds will be measured, in terms of unduplicated pupils' access and successful matriculation to institutions of higher education.

Per California Education Code 41580, CRBG funds shall be used for activities that directly support pupil access and successful matriculation to institutions of higher education. Eligible activities may include, but are not limited to, the following:

Professional Learning (PL):

Provide teachers, administrators, and counselors with professional learning opportunities to improve pupil A–G course completion rates, pupil college-going rates, and college readiness of pupils, including providing for the development of Honors courses and Advanced Placement courses.

Counseling Services (CS):

Increase counseling services to pupils and their families regarding college admission requirements and financial aid programs.

Assessment Related Materials and Fees (ARMF):

Develop or purchase materials that support college readiness, including materials that support high performance on assessments required for admittance to a post-secondary educational institution. Also, provide subsidies to unduplicated pupils (low-income pupils, English learners, and foster youth) to pay fees for taking advanced placement exams.

Comprehensive Advising Plans (CAP):

Develop comprehensive advising plans to support pupil completion of A–G course requirements.

Collaborative Partnerships (CP):

Implement collaborative partnerships between high schools and post-secondary educational institutions that support pupil transition to post-secondary education, including, but not limited to, strengthening existing partnerships with the University of California and the California State University to establish early academic outreach and college preparatory programs.

**Anaheim Union High School District
College Readiness Block Grant Plan
2016-17 through 2018-19**

Expand Access to A–G Courses (EAAGC):

Expand access to coursework or other opportunities to satisfy A–G course requirements, including, but not limited to, pupils enrolled in schools with 75 percent or greater enrollment of unduplicated pupils. These opportunities may include, and shall not be limited to, new or expanded partnerships with other secondary or post-secondary educational institutions.

The plan shall also include a description of the extent to which all pupils within the school district, county office of education, or charter school, particularly unduplicated pupils, as defined in California Education Code Sections 42238.01 and 42238.02, will have access to A–G courses approved by the University of California. In order to ensure community and stakeholder input, the plan shall be discussed at a regularly scheduled meeting by the governing board of the school district, county board of education, or governing body of the charter school and adopted at a subsequent regularly scheduled meeting.

Alignment with Local Control and Accountability Plan (LCAP):

The Anaheim Union High School District College Readiness Block Grant (CRBG) Plan is aligned with the District's Local Control Accountability Plan (LCAP), which has been developed to improve or expand programs and services for students. Although the District is already focused on providing high quality college readiness opportunities for students, this block grant allocation of approximately \$2.2 million will further support such efforts.

Metrics Used to Measure the Impact of CRBG Funds:

The following metrics have been identified to measure the impact of CRBG funds, in terms of unduplicated pupils' access and successful matriculation to institutions of higher education.

- California Assessment of Student Performance and Progress (CAASPP) achievement test results in English language arts/literacy and mathematics
- A-G course completion rates
- Graduation rates
- Advanced Placement (AP) exam participation rates, and AP exam pass rates

Anaheim Union High School District
College Readiness Block Grant Plan
2016-17 through 2018-19

Allowable Use Category	Local Control Accountability Plan (LCAP) Action, as stated in District's 2016-17 LCAP	College Readiness Block Grant (CRBG) Actions	CRBG Estimated Costs and Fiscal Year Spending
PL	CRBG-1. (From LCAP 1.7.) District and schools will continue to refine the vertical alignment of all courses, including A-G courses, courses that precede A-G courses, Honors courses, and Advanced Placement (AP) courses.	CRBG-1.1. <ul style="list-style-type: none"> • Provide additional A-G, Honors, and AP course offerings, and increase the number of sections for existing courses as needed. • Provide teachers with the training and resources to better vertically-align A-G courses, including Honors courses and AP courses. • Continue training in Universal Design for Learning and in co-teaching models to increase access to A-G classes for unduplicated pupils. 	AP professional learning/training cost approximately \$25,000 annually and is supported by Title I, Title II, and Local Control Funding Formula (LCFF) funds. <ul style="list-style-type: none"> • No cost to CRBG funds.
CS CAP	CRBG-2. (From LCAP 1.7.) District and schools will continue to refine the vertical alignment of all courses, including A-G courses, courses that precede A-G courses, Honors courses, and Advanced Placement (AP) courses.	CRBG-2.1. <ul style="list-style-type: none"> • Schools provide each student with an individualized six-year, student academic plan that is college and career aligned. • Support intensive college and career planning programs, such as "Junior Push" and "Senior Push" programs. 	Each high school will receive \$5,000 to help support intensive college and career planning programs. (\$5,000 X 9 high schools = \$50,000) <ul style="list-style-type: none"> • \$45,000 X 3 years = total of \$135,000 CRBG funds (fiscal years 2016-17, 2017-18, and 2018-19).
EAAGC	CRBG-3. (From LCAP 1.7.) District and schools will continue to refine the vertical alignment of all courses, including A-G courses, courses that precede A-G courses, Honors courses, and Advanced Placement (AP) courses.	CRBG-3.1. <ul style="list-style-type: none"> • Provide A-G enrichment opportunities: <ul style="list-style-type: none"> ○ Continue to support summer programs that focus on the development of academic skills and include credit recovery opportunities (piloted in 2015-16). 	Summer enrichments programs for unduplicated pupils cost approximately \$275,000 annually and are supported by Title I and LCFF funds. <ul style="list-style-type: none"> • No cost to CRBG funds.
CS CAP CP EAAGC	CRBG-4. (From LCAP 1.7.) District and schools will continue to refine the vertical alignment of all courses, including A-G courses, courses that precede A-G courses, Honors courses, and Advanced Placement (AP) courses.	CRBG-4.1. <ul style="list-style-type: none"> • Provide multi-tiered systems of support (MTSS) to students who are struggling in A-G courses, by continuing to support Director of Guidance and Student Services position. <ul style="list-style-type: none"> ○ Director of Guidance and Student Services oversees MTSS Specialists. Each school has a MTSS Specialist, who coordinates academic and behavioral supports for struggling students, in an effort to make all students college and career 	50% of Director of Guidance and Student Services position (salary and benefits) is approximately \$96,000 annually and will be supported by College Readiness Block Grant (CRBG) funds.

**Anaheim Union High School District
College Readiness Block Grant Plan
2016-17 through 2018-19**

<p>PL CS ARMF CAP CP EAAGC</p>	<p>CRBG-5. (From LCAP 1.7.) District and schools will continue to refine the vertical alignment of all courses, including A-G courses, courses that precede A-G courses, Honors courses, and Advanced Placement (AP) courses.</p>	<p>CRBG-5.1.</p> <ul style="list-style-type: none"> • Continue to ensure that all students, including unduplicated pupils, are enrolled in appropriate academic programs provided by the District, including credit recovery programs, A-G courses, Honors courses, AP courses, after-school programs, summer school, academic tutoring resources, and remediation services. • Expand programs such as the Advancement Via Individual Determination (AVID), and People United to Enrich the Neighborhood Through Education (PUENTE) programs. • Support specialized academic programs that connect students with local colleges and universities and programs that offer dual credit, whereby students enroll in a college course and simultaneously earn college credit and high school credit for the course. 	<ul style="list-style-type: none"> • \$96,000 X 3 years = total of \$288,000 CRBG funds (fiscal years 2016-17, 2017-18, and 2018-19). <p>AVID summer training costs approximately \$75,000 and is supported by GEAR UP, Title III, and LCFF funds. AVID Tutors cost approximately \$230,000 annually (Title I, LCFF-site funds). PUENTE counselor and ancillary costs: \$180,000 annually (LCFF, Puente funds). Specialized academic programs are estimated to cost \$100,000 annually.</p> <ul style="list-style-type: none"> • \$100,000 X 3 years = total of \$300,000 CRBG funds (fiscal years 2016-17, 2017-18, and 2018-19).
<p>PL</p>	<p>CRBG-6. (From LCAP 1.8.) Improve instructional model for English Learners (EL) to increase access to, and completion of, A-G courses.</p>	<p>CRBG-6.1.</p> <ul style="list-style-type: none"> • Continue to provide professional learning/training for teachers, counselors, administrators, instructional assistants, and other paraprofessionals to better support an improved EL instructional model and improved A-G completion rates for long-term English learners. <ul style="list-style-type: none"> ○ Professional Learning Program Administrator coordinates District's Professional Learning (PL) Plan and District professional learning activities. <ul style="list-style-type: none"> – District PL Plan includes training on English Language Development (ELD) Standards, and English Language Arts 	<p>PL activities cost approximately \$750,000, and are supported by Title I, Title II, Title III, LCFF, and Educator Effectiveness (EE) funds. 50% of Professional Learning Program Administrator position (salary and benefits) is approximately \$85,000</p>

**Anaheim Union High School District
College Readiness Block Grant Plan
2016-17 through 2018-19**

(ELA)/ELD Framework

		<p align="center">annually and will be supported by College Readiness Block Grant (CRBG) funds.</p> <ul style="list-style-type: none"> • \$85,000 X 3 years = total of \$255,000 CRBG funds (fiscal years 2016-17, 2017-18, and 2018-19). 	
EAAGC	CRBG-7. (From LCAP 1.9.) Expand college and career enrichment programs, which also promote biliteracy.	<p>CREG-7.1.</p> <ul style="list-style-type: none"> • Expand World Languages and Dual Language Academy programs. <ul style="list-style-type: none"> ○ Increase World Languages and Dual Language Academy course offerings. ○ Provide for appropriate instructional materials for students. ○ Provide professional learning for teachers as needed (supported by site funds). 	<p>Purchase of new World Languages instructional materials in 2015-16 cost approximately \$600,000, and will cost an estimated additional \$500,000 in 2016-17. Purchase of new instructional materials is supported by Lottery funds.</p> <ul style="list-style-type: none"> • No cost to CRBG funds.
EAAGC	CRBG-8. (From LCAP 1.10.) Each school has implemented services/programs and/or a multi-tiered system of supports (MTSS), which provides additional opportunities to support all students with the completion of A-G requirements, and high school graduation requirements.	<p>CREG-8.1.</p> <ul style="list-style-type: none"> • Expand basic services/programs for students to remediate credit deficiencies, which includes the expansion of services and programs that support unduplicated pupils. <ul style="list-style-type: none"> ○ Support programs that help struggling students earn a high school diploma through targeted services, such as APEX Learning (credit recovery) program: approximately \$152,000 annually. ○ Teacher supplemental hourly pay to support APEX Learning program, which occurs outside of the school day: approximately \$250,000 annually to be supported by LCFE funds. 	<p>APEX Learning licenses cost approximately \$152,000 annually.</p> <ul style="list-style-type: none"> • \$152,000 X 3 years = total of \$456,000 CRBG funds (fiscal years 2016-17, 2017-18, and 2018-19). <p>Teacher hourly pay to support APEX Learning program is approximately \$250,000 annually (LCFF funds.)</p>
CS ARMF CAP CP EAAGC	CRBG-9. (From LCAP 1.15.) Create post-secondary transition opportunities that support students' matriculation to post-secondary programs and build college and career readiness skills.	<p>CRBG-9.1.</p> <ul style="list-style-type: none"> • Strengthen and/or expand community partnerships to provide robust post-secondary transition opportunities for students. <ul style="list-style-type: none"> ○ Nurture existing community partnerships with Gaining Early Awareness and Readiness for Undergraduate Programs (GEAR UP), Tiger Woods Learning Center (TWLC), Chapman University, California State University, Fullerton (CSUF), University of California, Irvine (UCI), and North Orange County Community College District (NOCCCD). 	<p>Most of the items cited in CRBG-9.1. do not have definitive costs associated with them. The exceptions are:</p> <ul style="list-style-type: none"> • District College and Career Fair (also referenced in CRBG-4.1.); \$25,000

**Anaheim Union High School District
College Readiness Block Grant Plan
2016-17 through 2018-19**

		<ul style="list-style-type: none"> o Continue to refine Anaheim Collaborative as a means to effectively co-create post-secondary transition opportunities. o Expand mentoring and volunteering opportunities that are civic minded and support students completing the community-based service learning graduation requirement. o Continue to provide District and site college and career fairs: <ul style="list-style-type: none"> -- District College and Career Fair (also referenced in CRBG-4.1); \$25,000 (AUHSD Foundation, United Way Funds). -- Site college/career fairs: approximately \$10,000 (site funds). o Increase opportunities for dual enrollment with community colleges and universities. o Increased access to career inventories, e.g. Armed Services Vocational Aptitude Battery (ASVAB), or career interest inventory software such as California College Guidance Initiative (CCGI); \$58,000 (LCFF). o Provide subsidies for unduplicated pupils to pay fees for taking Advanced Placement (AP) and International Baccalaureate (IB) exams. o Provide opportunity for all 10th grade students to take the Preliminary SAT/National Merit Scholarship Qualifying Test (PSAT/NMSQT). o Develop partnerships with local colleges and universities to assist undocumented students in navigating the AB540 and Deferred Action for Childhood Arrivals (DACA) application process. <ul style="list-style-type: none"> -- Increase awareness and opportunities for AB540 and DACA students. -- Provide training and resources for school counselors to increase awareness and understanding of AB540 and DACA, so that they may inform and assist undocumented students who are ready to attend college/university. 	<p>(AUHSD Foundation, United Way Funds).</p> <ul style="list-style-type: none"> • Site college/career fairs: approximately \$10,000 (site funds). • California College Guidance Initiative (CCGI): \$58,000 (LCFF funds). <p>Provide subsidies for unduplicated pupils to pay fees for taking AP and IB exams is estimated to cost \$189,000 annually.</p> <p>PSAT test for 10th grades students is \$69,000 annually.</p> <ul style="list-style-type: none"> • \$189,000 + \$70,000 = \$259,000; and • \$259,000 X 3 years = total of \$777,000 <p>CRBG funds (fiscal years 2016-17, 2017-18, and 2018-19).</p>
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*******PLEASE POST*******

ANAHEIM UNION HIGH SCHOOL DISTRICT
EDUCATIONAL SERVICES
501 N. Crescent Way
Anaheim, California 92801

BOARD OF TRUSTEES MEETING

Thursday, November 10, 2016

6:00 p.m.

Board Room–District Office

**NOTICE OF PUBLIC HEARING
COLLEGE READINESS
BLOCK GRANT PLAN**

College Readiness Block Grant funds shall be used for activities that directly support pupil access and successful matriculation to institutions of higher education, as outlined in Section 9 of Senate Bill (SB) 828, Chapter 29, statutes of 2016, and added to the California Education Code as Section 41580. The funding is to be spent over a three year period, starting with the 2016-17 year and ending with the 2018-19 year. The plan must be explained in a public meeting of the governing board and adopted at a subsequent board meeting.

*******PLEASE POST*******

Orange County Community Foundation phone 949.553.4202
 4041 MacArthur Blvd., Suite 510 facsimile 949.553.4211
 Newport Beach, CA 92660 website www.oc-cf.org

GRANT AGREEMENT

NUMBER: BD1738803

The grant to **Anaheim Union High School District** (hereafter referred to as “grantee”) from the **Henry W. and Ellen R. Warne Family Endowment Fund** grant program of the Orange County Community Foundation (hereafter referred to as “OCCF”) is for the explicit purpose described below and is subject to your acceptance of the following conditions.

GRANTEE: Anaheim Union High School District
 501 N Crescent Way
 P.O. Box 3520
 Anaheim, CA 92801

STAFF RESPONSIBLE FOR ACHIEVING GRANT PURPOSE: Jaron Fried

AMOUNT OF GRANT: \$50,000.00

GRANT PERIOD: **July 1, 2016 – June 30, 2017**

GRANT PURPOSE: This grant is to develop and implement restorative practices in Anaheim schools, in alignment with the ACT Anaheim Initiative as described in the proposal to OCCF. The proposal and budget are part and parcel to this agreement. A request for re-direction of any grants funds must be submitted to the Foundation in writing and approval is subject to the Foundation’s sole discretion.

PAYMENT SCHEDULE: Paid upon receipt by OCCF of a signed copy of this agreement.

GRANT CONDITIONS: See pages 2-3

REPORTS: **One progress report and one final report are required.** Please use the grant reporting guidelines specific to your grant program which you will find online at www.oc-cf.org. You may request an electronic copy of these guidelines at any time. Failure to submit complete reports on time and in the format provided will jeopardize your grant status and future funding opportunities. If at any time throughout your grant period you are unable to fulfill your grant agreement, or if you have questions or concerns regarding reporting requirements, please contact Austin Muckenthaler at (949) 553-4202 ext. 48 or amuckenthaler@oc-cf.org.

- The progress report is due by **December 31, 2016**
- The final report is due by **June 30, 2017**

Please assign responsibility for these reports immediately. Our records reflect the above contact as the responsible party for reporting. Should this change during the grant period, you must notify Austin Muckenthaler.

SPECIAL PROVISIONS:

All grants are made in accordance with current and applicable laws and pursuant to the Internal Revenue Code as amended and the regulations issued thereunder.

Please read the following carefully:

I. ANNOUNCING GRANTS

Announcements by the grantee of the grant award, indicating OCCF's participation in the program funding, are encouraged. Grantees are asked to fax the text of any planned announcements to OCCF's Program Officer for review and response regarding accuracy. Please also forward copies of any published accounts that mention the project or OCCF.

The grantee will allow the Foundation to include information about this grant in the Foundation's periodic public reports, newsletter, news releases, social media postings, and on the Foundation's website. This includes the amount and purpose of the grant, any photographs you have provided, your logo or trademark, and other information and materials about your organization and its activities.

II. EXPENDING OF FUNDS

This grant is to be used only for the purpose described in the grant proposal and in accordance with the approved budget. The program is subject to modification only with OCCF's prior written approval. If the amount granted is less than what was originally requested in the grant proposal and you need to modify the objectives from your proposal, please contact Austin Muckenthaler at (949) 553-4202 ext. 48 or amuckenthaler@oc-cf.org.

A. The grantee shall return to OCCF any unexpended funds:

1. At the end of the grant period, or
2. If OCCF determines that the grantee has not performed in accordance with this agreement and approved program budget, or
3. If the grantee loses its exemption from Federal income taxes under Section 501(c)(3) of the Internal Revenue Code.

B. No funds provided by OCCF may be used for any political campaign, lobbying activity or to support attempts to influence legislation by any governmental body, other than through making available the results of nonpartisan analysis, study and research or for any purpose other than one specified in section 170(c)(2)(b) of the Code.

C. Expenses charged against this grant may not be incurred prior to the effective date of the grant or subsequent to the termination date, and may be incurred only as necessary to carry out the purpose and activities of the approved program.

- D. The grantee is responsible for the expenditure of funds and for maintaining adequate supporting records. Books and records must be adequately maintained to demonstrate that the grant funds were used for the purpose for which the grant is made, and to maintain records of expenditures adequate to identify the purposes for which, and manner in which, grant funds have been expended. The grantee shall give the Foundation reasonable access to the grantee's files and records for the purpose of making such financial audits, verifications, and investigations as it deems necessary concerning the grant, and to maintain such files and records for a period of at least four years after completion or termination of the project.
- E. Equipment or property purchased with grant funds shall be the property of the grantee so long as it is not diverted from the purposes for which the grant was made. If the purpose of the organization or the use of grant funds is changed, the equipment or property reverts to OCCF at its option.
- F. Reports, materials, books and articles resulting from this grant may be copyrighted by the grantee or by the author, in accordance with the policies of the grantee toward the goal of obtaining the widest dissemination of such reports, materials, books and articles. OCCF reserves the royalty-free license to use such publications. For projects involving possibility of patents, the grantee should request further information from OCCF.

III. REQUIRED NOTIFICATION

You are required to provide OCCF with immediate written notification of: (a) any changes in your organization's legal or tax-exempt status; (b) changes in the key staff responsible for achieving the grant purposes, and (c) ability to expend the grant for the intended purpose.

IV. NO ASSIGNMENT OR DELEGATION

You may not assign, or otherwise transfer, your rights or delegate any of your obligations under this grant without prior written approval from OCCF.

V. INDEMNIFICATION

The grantee agrees to defend, hold harmless, and indemnify OCCF, its officers, agents, employees, and assigns against any and all expense, liability, loss, damages or claims (including attorneys' fees, judgments, fines, excise taxes or penalties and amounts to be paid in settlement) arising from or allegedly arising from the grantee's performance or activities. OCCF assumes no liability concerning persons or property associated with OCCF's sponsorship contemplated under this Agreement.

VI. LIMIT OF COMMITMENT

Unless otherwise stipulated in writing, this grant is made with the understanding that OCCF has no obligation to provide other or additional support to the grantee. Notwithstanding the foregoing provisions to the contrary, the Donor shall not be obligated on any Disbursement Date

to disburse an amount greater than the balance on that date in the donor-advised fund standing in the name of Henry W. and Ellen R. Warne Family Endowment Fund on the Donor's books.

VII. RIGHT TO MODIFY OR REVOKE

The Foundation reserves the right to discontinue, modify or withhold any payments under this grant award or to require a total or partial refund of any grant funds if, in the Foundation's sole discretion, such action is necessary: (a) because you have not fully complied with the terms and conditions of this grant; (b) to protect the purpose and objectives of the grant or any other charitable activities of the Foundation; or (c) to comply with the requirements of any law or regulation applicable to you, the Foundation, or this grant.

FOR THE GRANTEE:

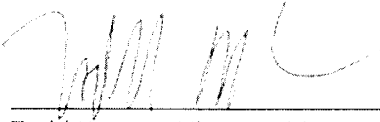
Signature of Authorized Representative

Name, printed

Title

Date

**ORANGE COUNTY
COMMUNITY FOUNDATION:**



Todd Hanson, Vice President

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

EDUCATIONAL CONSULTING AGREEMENT

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

10 th	day of	November	2016
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by and between

Sarah Navarrette

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

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

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

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

WHEREAS such services are needed on a limited basis.

NOW, THEREFORE, the parties hereto agree as follows:

1. Services to be provided by Consultant:

Sarah Navarrette of SUPER NAVA art will conduct a face painting event at one (1) District school site, Sycamore junior high school, in conjunction with the Great American Smokeout (G.A.S.O.) Day. Every year, on the third Thursday of November, smokers across the nation take part in the American Cancer Society Great American Smokeout (G.A.S.O.) event. They may use the date to make a plan to quit, or they may plan in advance and quit smoking that day. Faces will be painted with ghostly faces and visuals to promote the prevention of smoking vaping and overall tobacco use. Her event/activity includes face and arm painting for as many students and enhances the TUPE curriculum and provides students with real world experiences and information related to overall goals of the Tobacco-Use Prevention Education (TUPE) program.

Site/School:	2016 11/15 – Face Painting for Great American Smoke Out Day (3 hours-1 hour free as Alumni Gift)	Funds (Cost Center):	TUPE Grant 4895
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2. List of Other Supportive Staff or Consultants:

No other support staff is required.

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

Date:	November 15, 2016
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and shall diligently perform as specified and complete performance by:

Date:	November 15, 2016
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Consultant shall perform said services as an independent contractor and not as an employee of the District. Consultant shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.

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

Student Support Services will provide consultant with current TUPE information.

5. District shall pay Consultant the maximum amount of

\$190

for services rendered

to # of people:	1,400 students @ SYCAMORE JHS In addition to an unknown number of site teachers and staff participants.	# hours per day:	3.0	# of days:	1
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pursuant to this AGREEMENT. Payment shall be made 15 to 30 days after receipt of invoice. Consultant shall submit an invoice to District Accounting Department via U.S. Mail.

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

any person, firm, or corporation employed by Consultant upon or in connection with the services called for in this AGREEMENT except for liability for damages referred to above which result from the sole negligence or willful misconduct of District, its officers, employees, or agents.

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

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

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

As a result of this activity, students and adults will have the opportunity to be painted by a professional make-up artist on faces and arms for the Great American Smokeout (G.A.S.O.) Day to influence the perception of smoking/vaping by creating ghostly graphics in the form of walking human statistics/visuals. The Tobacco Use Prevention Education (TUPE) program focuses on making tobacco, tobacco products, and nicotine less desirable, acceptable and accessible to students as well as staff, parents, and within our local community.

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

Sarah Navarrette is a former student of our district and is a professional make-up artist.

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

None necessary.

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

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

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

Anaheim Union High School District
 Education Division
**APPLICATION FOR STUDENT-INITIATED,
 NON-CURRICULUM RELATED ORGANIZATION**
 CLICK AND ENTER DATA

School:	Cypress High School	Date of Application:	5/3/16
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

1. The meetings may not interfere with the orderly operation of the school.
2. The meetings must be open to all students without regard to gender, ethnicity, religion or national origin.
3. School employees may not promote, lead or participate in the meetings.
4. Non-school persons may not direct, conduct, control, or regularly attend the meetings of the student groups.
5. No school system funds may be spent on behalf of the student groups, except for the cost of providing space for the group meetings.

To apply for status as a student-initiated, non-curriculum group, complete the following:

Name of proposed group:

Asian American Student Association

Purpose of the group (Please describe thoroughly):

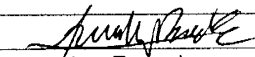
The purpose of the club shall be to unify students with an interest in Asian American matters with a goal to enrich, educate and share issues. We strive to share our collective experiences, create an inclusive environment and fulfill the purpose to represent the needs of our members.
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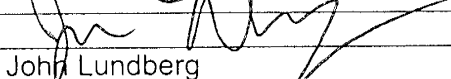
Frequency of group meetings:


weekly

Proposed meeting day, time and location:

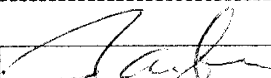
Day:	Thursday	Time:	Lunch	Location:	Room 215
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Applicant's Signature:		Date:	5/3
Printed Name:	Anusha Basak		

Advisor's Signature:		Date:	5/7
Printed Name:	John Lundberg		

Principal's Signature:		Date:	9/8
Printed Name:	Jodie Wales		

Send signed form to #15, Assistant Superintendent/Education, for approval.

Assistant Superintendent's Signature:		Date:	NOV 01 2016
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Following approval, the completed application will be returned to the school principal.

Anaheim Union High School District
Education Division
**APPLICATION FOR STUDENT-INITIATED,
NON-CURRICULUM RELATED ORGANIZATION**

CLICK AND ENTER DATA

School:	Cypress	Date of Application:	4/29/16
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

1. The meetings may not interfere with the orderly operation of the school.
2. The meetings must be open to all students without regard to gender, ethnicity, religion or national origin.
3. School employees may not promote, lead or participate in the meetings.
4. Non-school persons may not direct, conduct, control, or regularly attend the meetings of the student groups.
5. No school system funds may be spent on behalf of the student groups, except for the cost of providing space for the group meetings.

To apply for status as a student-initiated, non-curriculum group, complete the following:

Name of proposed group:

COEXIST

Purpose of the group (Please describe thoroughly):

The purpose of this club is to gather students of all backgrounds and to try to benefit society. We also plan to bring awareness to problems in our community and to fundraise money for charity organizations

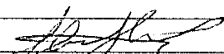
Frequency of group meetings:

weekly

Proposed meeting day, time and location:

Day: Tuesday Time: Lunch Location: Room 202

Applicant's Signature:

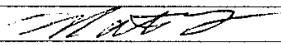


Date: 4/29

Printed Name:

Alaai Ahamed

Advisor's Signature:



Date: 4/29

Printed Name:

Matt Ryan

Principal's Signature:



Date:

9/8/16

Printed Name:

Jodie Wales

Send signed form to #15, Assistant Superintendent/Education, for approval.

Assistant Superintendent's Signature:



Date: NOV 01 2016

Following approval, the completed application will be returned to the school principal.

Anaheim Union High School District
 Education Division
**APPLICATION FOR STUDENT-INITIATED,
 NON-CURRICULUM RELATED ORGANIZATION**
 CLICK AND ENTER DATA

School:	Cypress High School	Date of Application:	5/10/16
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

1. The meetings may not interfere with the orderly operation of the school.
2. The meetings must be open to all students without regard to gender, ethnicity, religion or national origin.
3. School employees may not promote, lead or participate in the meetings.
4. Non-school persons may not direct, conduct, control, or regularly attend the meetings of the student groups.
5. No school system funds may be spent on behalf of the student groups, except for the cost of providing space for the group meetings.

To apply for status as a student-initiated, non-curriculum group, complete the following:

Name of proposed group:

Cooperation Act (CoAct)

Purpose of the group (Please describe thoroughly):

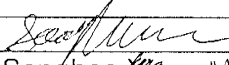
CoAct aims to provide relief to students around the world who are struggling through disasters. Currently, CoAct is supporting poor children in Africa, Central America, and South America with annual exhibitions held for donations, fundraisers. We will also be collecting used books for the children.

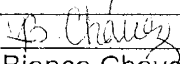
Frequency of group meetings:

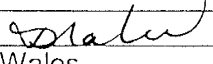
weekly

Proposed meeting day, time and location:

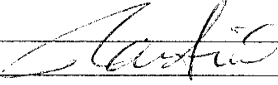
Day:	Friday	Time:	Lunch	Location:	Room 408
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Applicant's Signature:		Date:	5/10/16
Printed Name:	Songhee Min Min		

Advisor's Signature:		Date:	5/10/16
Printed Name:	Bianca Chavez		

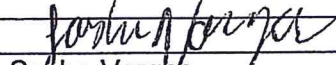

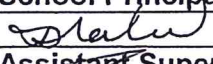
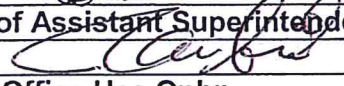
Principal's Signature:		Date:	9/8/16
Printed Name:	Jodie Wales		

Send signed form to #15, Assistant Superintendent/Education, for approval.

Assistant Superintendent's Signature:		Date:	NOV 01 2016
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Anaheim Union High School District
 Education Division
APPLICATION FOR CURRICULUM-RELATED STUDENT ORGANIZATION

CLICK AND ENTER DATA IN THE APPROPRIATE AREAS (DOUBLE CLICK SHADED BOXES)

Name of Organization:		School:	
Engineering Club		Cypress	
Name(s) of student(s) making application:			
Sasha Vargas			
Staff Sponsor(s):			
Mr. Dwyer			
List purposes, objectives, and activities of organization (attach copy of Constitution and By-Laws)			
To explore engineering through activities, experiments and competitions			
Proposed meetings:			
Day(s):	Thursday	Time(s):	Lunch & afterschool
Location:	Room 209		
Special equipment? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes – Describe:			
Qualifications for membership, if any:			
Students of Cypress High school who are committed to attend all events and meetings			
How are officers elected?		Term?	
Nominations and election by members		One academic year	
State relationship to curriculum and/or instructional program of the district, and describe how the organization will serve as an extension of or adjunct to the curriculum. Include specific reference to the courses of study, classes, or programs which the organization is intended to supplement; the instructional materials or learning resources which will be used; the skills, concepts, or attitudes which are planned to be developed; and the evaluation techniques which will be used to assess whether or not the objectives have been achieved:			
The club will assist students and young kids interested in Engineering explore career choices			
Describe the function of the staff adviser in the promotion, supervision, and leadership of the organization:			
Committed for a year to provide classrooms for meetings and monitor activities & events			
Will this organization be raising funds for any purpose? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes – Describe how funds will be raised and for what purpose:			
Fundraisers and bake sales and money will be used to cover materials needed for educating students.			
The undersigned agree to comply with all applicable district policies, school guidelines, and rules, as adopted and amended:			
Signature of student making application:			
Printed name of student making application:	Sasha Vargas		
Signature of faculty sponsor:			
Printed name of faculty sponsor:	Kevin Dwyer		
Faculty sponsor: I have reviewed this application and			
<input checked="" type="checkbox"/> the application is complete <input checked="" type="checkbox"/> the Constitution/By-Laws are attached <input type="checkbox"/> the application is not complete (explain):			
Signature of School Principal:		Date:	
		9/8/16	
Signature of Assistant Superintendent of Education:		Date:	
		NOV 01 2016	
Education Office Use Only:			
Board of Trustees action:	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	Date:

Submit completed form to the Assistant Superintendent of Education (mail location #15).

Anaheim Union High School District
Education Division
**APPLICATION FOR STUDENT-INITIATED,
NON-CURRICULUM RELATED ORGANIZATION**
CLICK AND ENTER DATA

School:	Cypress High School	Date of Application:	10/12/16
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

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4. Non-school persons may not direct, conduct, control, or regularly attend the meetings of the student groups.
5. No school system funds may be spent on behalf of the student groups, except for the cost of providing space for the group meetings.

To apply for status as a student-initiated, non-curriculum group, complete the following:

Name of proposed group:

Feminists United

Purpose of the group (Please describe thoroughly):

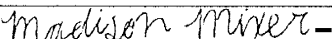
To civically raise opportunities for women, incorporating civic engagement, 5 C's. The purpose of this club is to provide opportunities for girls to become actively involved in civic organizations and activities striving to make a positive impact in the local community.

Frequency of group meetings:

1st Tuesday of the month

Proposed meeting day, time and location:

Day:	Tuesday	Time:	Lunch	Location:	Room 410
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Applicant's Signature:		Date:	11-1-16
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Printed Name:	Madison Mixer	
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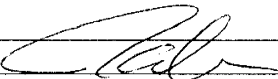
Advisor's Signature:		Date:	11-1-16
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Printed Name:	Teresa Shimogawa	
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Principal's Signature:		Date:	11-1-16
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Printed Name:	Jodie Wales	
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Send signed form to #15, Assistant Superintendent/Education, for approval.

Assistant Superintendent's Signature:		Date:	11-1-16
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Following approval, the completed application will be returned to the school principal.

Anaheim Union High School District
 Education Division
**APPLICATION FOR STUDENT-INITIATED,
 NON-CURRICULUM RELATED ORGANIZATION**
 CLICK AND ENTER DATA

School:	Cypress High School	Date of Application:	8/13/16
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

1. The meetings may not interfere with the orderly operation of the school.
2. The meetings must be open to all students without regard to gender, ethnicity, religion or national origin.
3. School employees may not promote, lead or participate in the meetings.
4. Non-school persons may not direct, conduct, control, or regularly attend the meetings of the student groups.
5. No school system funds may be spent on behalf of the student groups, except for the cost of providing space for the group meetings.

To apply for status as a student-initiated, non-curriculum group, complete the following:

Name of proposed group:

KPOP Dance Club (KDC) new 2016

Purpose of the group (Please describe thoroughly):

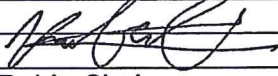
The purpose of this club is for students who listen to Korean pop to come together and dance to their favorite songs and for others to try something new and embrace Korean culture.
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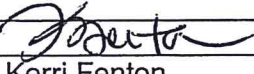
Frequency of group meetings:

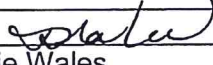
weekly

Proposed meeting day, time and location:

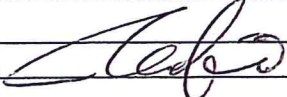
Day:	Tues	Time:	Lunch	Location:	Dance room
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Applicant's Signature:		Date:	8/13/16
Printed Name:	Robin Choi		

Advisor's Signature:		Date:	8/13/16
Printed Name:	Kerri Fenton		

Principal's Signature:		Date:	9/8/16
Printed Name:	Jodie Wales		

Send signed form to #15, Assistant Superintendent/Education, for approval.

Assistant Superintendent's Signature:		Date:	NOV 01 2016
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Following approval, the completed application will be returned to the school principal.

APPLICATION FOR CURRICULUM-RELATED STUDENT ORGANIZATION

CLICK AND ENTER DATA IN THE APPROPRIATE AREAS (DOUBLE CLICK SHADED BOXES)

Name of Organization: LEO	School: Cypress
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Name(s) of student(s) making application:
Gina Le

Staff Sponsor(s):
Mr. Case

List purposes, objectives, and activities of organization (attach copy of Constitution and By-Laws)
Purpose of Leo Club is to give youth in high school the opportunity to serve their communities and make a positive impact while developing leadership skills.

Proposed meetings:

Day(s): Thursday	Time(s): Lunch	Location: 324
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Special equipment? No Yes – Describe:

Qualifications for membership, if any:
Student at Cypress High School

How are officers elected? Application process and election for Pres., VP, , Secy, Tres	Term? 1 year
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State relationship to curriculum and/or instructional program of the district, and describe
how the organization will serve as an extension of or adjunct to the curriculum. Include specific reference to the courses of study, classes, or programs which the organization is intended to supplement; the instructional materials or learning resources which will be used; the skills, concepts, or attitudes which are planned to be developed; and the evaluation techniques which will be used to assess whether or not the objectives have been achieved:

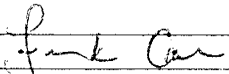
Leo Club is a youth orientated part of the National Lions Club and the students work with the Lions club in serving their community which in turn teaches our students leadership while having a positive impact in our student's lives.

Describe the function of the staff adviser in the promotion, supervision, and leadership of the organization:
Supervises on campus activities. Members of Lions Club serve as mentors and chaperones during community service activities and at leadership workshops.

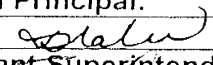
Will this organization be raising funds for any purpose? No Yes – Describe how funds will be raised and for what purpose:

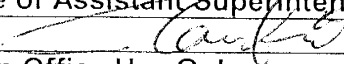
Various fundraising opportunities help in paying for training for officers and budget items, like t-shirts. The majority of their fundraising money is donated to various charities.

The undersigned agree to comply with all applicable district policies, school guidelines, and rules, as adopted and amended:

Signature of student making application:	
Printed name of student making application:	Gina Le
Signature of faculty sponsor:	
Printed name of faculty sponsor:	Frank Case

Faculty sponsor: I have reviewed this application and
 the application is complete the Constitution/By-Laws are attached
 the application is not complete (explain):

Signature of School Principal: 	Date: 9/8/16
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Signature of Assistant Superintendent of Education: 	Date: NOV 01 2016
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Education Office Use Only:

Anaheim Union High School District
 Education Division
**APPLICATION FOR STUDENT-INITIATED,
 NON-CURRICULUM RELATED ORGANIZATION**
 CLICK AND ENTER DATA

School:	Cypress High School	Date of Application:	5/1/16
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

1. The meetings may not interfere with the orderly operation of the school.
2. The meetings must be open to all students without regard to gender, ethnicity, religion or national origin.
3. School employees may not promote, lead or participate in the meetings.
4. Non-school persons may not direct, conduct, control, or regularly attend the meetings of the student groups.
5. No school system funds may be spent on behalf of the student groups, except for the cost of providing space for the group meetings.

To apply for status as a student-initiated, non-curriculum group, complete the following:

Name of proposed group:

People Helping Others (PHO)

Purpose of the group (Please describe thoroughly):

The purpose of this club is to help a wide range of people both within and outside of Cypress High School. The purpose of this club is also to aid students within Cypress High School in acquiring community service and volunteer hours.
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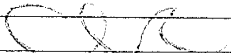
Frequency of group meetings:

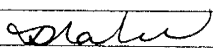
Every other week

Proposed meeting day, time and location:

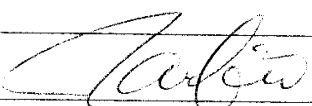
Day:	Thursday	Time:	Lunch	Location:	Room 102
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Applicant's Signature:		Date:	5/1/16
Printed Name:	Lea El Haddad		

Advisor's Signature:		Date:	5/1/16
Printed Name:	Gabriella Rubio		

Principal's Signature:		Date:	9/8/16
Printed Name:	Jodie Wales		

Send signed form to #15, Assistant Superintendent/Education, for approval.

Assistant Superintendent's Signature:		Date:	NOV 01 2016
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Anaheim Union High School District
 Education Division
**APPLICATION FOR STUDENT-INITIATED,
 NON-CURRICULUM RELATED ORGANIZATION**
 CLICK AND ENTER DATA

School:	Cypress	Date of Application:	5/2/16
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

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3. School employees may not promote, lead or participate in the meetings.
4. Non-school persons may not direct, conduct, control, or regularly attend the meetings of the student groups.
5. No school system funds may be spent on behalf of the student groups, except for the cost of providing space for the group meetings.

To apply for status as a student-initiated, non-curriculum group, complete the following:

Name of proposed group:

Senior Citizen Association (SCA)

Purpose of the group (Please describe thoroughly):


The purpose of this group is to address senior loneliness, within centers. Through the creation of this club, we are able to create activities that interact and communicate with elders. We strive to create a stronger bond between elders and teenagers and be involved in the community as well as creating memorable memories for our elders.
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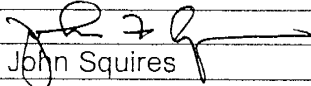
Frequency of group meetings:

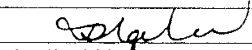
Every other week

Proposed meeting day, time and location:

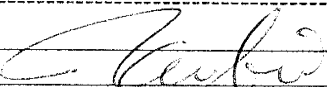
Day:	Thurs	Time:	Lunch	Location:	Room 302
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Applicant's Signature:		Date:	5/3/16
Printed Name:	Tien Chau		

Advisor's Signature:		Date:	5/3/16
Printed Name:	John Squires		

Principal's Signature:		Date:	9/8/16
Printed Name:	Jodie Wales		

Send signed form to #15, Assistant Superintendent/Education, for approval.

Assistant Superintendent's Signature:		Date:	NOV 01 2016
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Anaheim Union High School District
 Education Division
APPLICATION FOR CURRICULUM-RELATED STUDENT ORGANIZATION

CLICK AND ENTER DATA IN THE APPROPRIATE AREAS (DOUBLE CLICK SHADED BOXES)

Name of Organization: Spirit Fingers	School: Cypress
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Name(s) of student(s) making application:
Ashley Gyooyeon

Staff Sponsor(s):
Mr. Johnson

List purposes, objectives, and activities of organization (attach copy of Constitution and By-Laws)
 Members must have an interest in the arts and be willing to help preserve the art community. They must be willing to learn about the different aspects of art and beauty of creation, All Members must be committed to participation in all club activities and events.

Proposed meetings:

Day(s): Wednesday	Time(s): lunch	Location: Room 322
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Special equipment? No Yes – Describe:
Pencils and paper

Qualifications for membership, if any:
Students at Cypress who LOVE art and are interested in expanding their knowledge of art.

How are officers elected? Application and interview	Term? 2 years
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State relationship to curriculum and/or instructional program of the district, and describe how the organization will serve as an extension of or adjunct to the curriculum. Include specific reference to the courses of study, classes, or programs which the organization is intended to supplement; the instructional materials or learning resources which will be used; the skills, concepts, or attitudes which are planned to be developed; and the evaluation techniques which will be used to assess whether or not the objectives have been achieved:

Explore deeper into the curriculum of the subject of art.


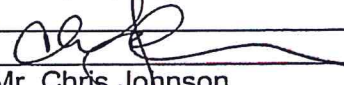
Describe the function of the staff adviser in the promotion, supervision, and leadership of the organization:

Lead the students to evolve and learn more about art and other people

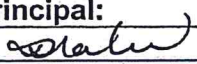
Will this organization be raising funds for any purpose? No Yes – Describe how funds will be raised and for what purpose:

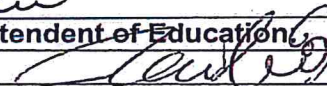
We will be selling artworks, drawing portraits, food, holiday cards and crafts.

The undersigned agree to comply with all applicable district policies, school guidelines, and rules, as adopted and amended:

Signature of student making application:	
Printed name of student making application:	Ashley Gyooyeon Kim
Signature of faculty sponsor:	
Printed name of faculty sponsor:	Mr. Chris Johnson

Faculty sponsor: I have reviewed this application and
 the application is complete the Constitution/By-Laws are attached
 the application is not complete (explain):

Signature of School Principal: 	Date: 9/8/16
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Signature of Assistant Superintendent of Education: 	Date: NOV 01 2016
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Education Office Use Only:

Board of Trustees action:	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	Date:
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Anaheim Union High School District
Education Division
**APPLICATION FOR STUDENT-INITIATED,
NON-CURRICULUM RELATED ORGANIZATION**

CLICK AND ENTER DATA

School:	Cypress High School	Date of Application:	5/10/16
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

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2. The meetings must be open to all students without regard to gender, ethnicity, religion or national origin.
3. School employees may not promote, lead or participate in the meetings.
4. Non-school persons may not direct, conduct, control, or regularly attend the meetings of the student groups.
5. No school system funds may be spent on behalf of the student groups, except for the cost of providing space for the group meetings.

To apply for status as a student-initiated, non-curriculum group, complete the following:

Name of proposed group:

Students for Life

Purpose of the group (Please describe thoroughly):

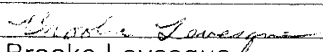
The purpose of Students for Life is to compassionately educate our peers about the value and dignity of human life and offer support and resources to girls on our campus who are facing crisis pregnancies.

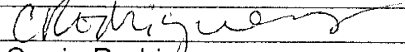
Frequency of group meetings:

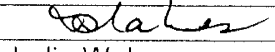
weekly

Proposed meeting day, time and location:

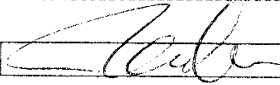
Day:	Wed.	Time:	lunch	Location:	Room 105
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Applicant's Signature:		Date:	10.11.16
Printed Name:	Brooke Levesque		

Advisor's Signature:		Date:	10/11/16
Printed Name:	Carrie Rodriguez		

Principal's Signature:		Date:	10/12/16
Printed Name:	Jodie Wales		

Send signed form to #15, Assistant Superintendent/Education, for approval.

Assistant Superintendent's Signature:		Date:	NOV 01 2016
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Following approval, the completed application will be returned to the school principal.

Anaheim Union High School District
Education Division

**APPLICATION FOR STUDENT-INITIATED,
NON-CURRICULUM RELATED ORGANIZATION**

CLICK AND ENTER DATA

School:	Cypress High School	Date of Application:	4/29/16
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

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2. The meetings must be open to all students without regard to gender, ethnicity, religion or national origin.
3. School employees may not promote, lead or participate in the meetings.
4. Non-school persons may not direct, conduct, control, or regularly attend the meetings of the student groups.
5. No school system funds may be spent on behalf of the student groups, except for the cost of providing space for the group meetings.

To apply for status as a student-initiated, non-curriculum group, complete the following:

Name of proposed group:

Vietnamese Student Association

Purpose of the group (Please describe thoroughly):

Purpose of this club is to bring Vietnamese students together to help volunteer in our community and to promote Vietnamese culture.

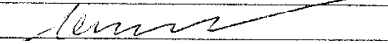
Frequency of group meetings:

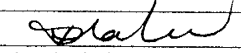
weekly

Proposed meeting day, time and location:

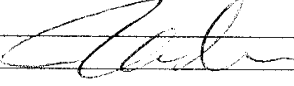
Day:	Thursday	Time:	lunch	Location:	Room 202 220
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Applicant's Signature:		Date:	10/12/16
Printed Name:	Amy Nguyen		

Advisor's Signature:		Date:	10/12/16
Printed Name:	Terri Vu		

Principal's Signature:		Date:	10/12/16
Printed Name:	Jodie Wales		

Send signed form to #15, Assistant Superintendent/Education, for approval.

Assistant Superintendent's Signature:		Date:	NOV 01 2016
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Following approval, the completed application will be returned to the school principal.

Anaheim Union High School District
 Education Division
**APPLICATION FOR STUDENT-INITIATED,
 NON-CURRICULUM RELATED ORGANIZATION**
 CLICK AND ENTER DATA

School:	Cypress High School	Date of Application:	5/17/16
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

1. The meetings may not interfere with the orderly operation of the school.
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3. School employees may not promote, lead or participate in the meetings.
4. Non-school persons may not direct, conduct, control, or regularly attend the meetings of the student groups.
5. No school system funds may be spent on behalf of the student groups, except for the cost of providing space for the group meetings.

To apply for status as a student-initiated, non-curriculum group, complete the following:

Name of proposed group:

Youth Involvement

Purpose of the group (Please describe thoroughly):

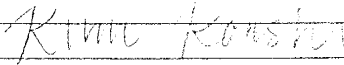
A housing shelter in Los Alamitos has a group of kids who are troubled. Our goal is to come up with ways to relieve the stress and give a sense of normal life.

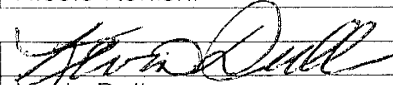
Frequency of group meetings:

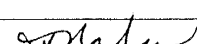
monthly

Proposed meeting day, time and location:

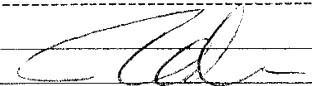
Day:	Thursday	Time:	Lunch	Location:	Room 303
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Applicant's Signature:		Date:	5/9
Printed Name:	Nicole Konishi		

Advisor's Signature:		Date:	5/17
Printed Name:	Kevin Dull		

Principal's Signature:		Date:	9/8/16
Printed Name:	Jodie Wales		

Send signed form to #15, Assistant Superintendent/Education, for approval.

Assistant Superintendent's Signature:		Date:	NOV 01 2016
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Following approval, the completed application will be returned to the school principal.

Anaheim Union High School District
Education Division
**APPLICATION FOR STUDENT-INITIATED,
NON-CURRICULUM RELATED ORGANIZATION**

School:	Katella High	Date of Application:	May 1, 2016
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

1. The meetings may not interfere with the orderly operation of the school.
2. The meetings must be open to all students without regard to gender, ethnicity, religion or national origin.
3. School employees may not promote, lead or participate in the meetings.
4. Non-school persons may not direct, conduct, control, or regularly attend the meetings of the student groups.
5. No school system funds may be spent on behalf of the student groups, except for the cost of providing space for the group meetings.

To apply for status as a student-initiated, non-curriculum group, complete the following:

Name of proposed group:

LGBTQ/Straight Alliance

Purpose of the group (Please describe thoroughly):

1. The purpose of the LGBTQ/Straight Alliance is to help the LGBTQ students negotiate their identity and offer support and provide a Safe Place for students to share and be themselves as they navigate through their unique challenges. It is designed to take away the stigma of being LGBTQ and to encourage more acceptance in the community.
2. The club can acknowledge and create awareness about bullying against LGBTQ students in our school and elsewhere.
3. The club can give back to the community in every way, here, at Katella and outside in the community.
4. The club can become like a family with members knowing there is always someone that they can trust, talk to, and who will understand and identify with the challenges of being LGBTQ.
5. The club can help students connect to the larger community in conjunction with the Orange County LGBTQ center.

Frequency of group meetings:

Bi-monthly

Proposed meeting day, time and location:

Day:	Friday	Time:	Lunch	Location:	Room 2-204
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Applicant's Signature:	<i>Julie Garcia</i>	Date:	5/2/16
Printed Name:	Julie Garcia		

Advisor's Signature:	<i>Jamey Flynn</i>	Date:	5/2/16
Printed Name:	Jamey Flynn		

Principal's Signature:	<i>Ba</i>	Date:	5/3/16
Printed Name:	Dr. Ben Carpenter		

Send signed form to #15, Assistant Superintendent/Education, for approval.

Assistant Superintendent's Signature:	<i>[Signature]</i>	Date:	NOV 01 2016
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Following approval, the completed application will be returned to the school principal.

Anaheim Union High School District
Education Division
**APPLICATION FOR STUDENT-INITIATED,
NON-CURRICULUM RELATED ORGANIZATION**
CLICK AND ENTER DATA

School:	KATELLA HIGH SCHOOL	Date of Application:	8/24/16
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

1. The meetings may not interfere with the orderly operation of the school.
2. The meetings must be open to all students without regard to gender, ethnicity, religion or national origin.
3. School employees may not promote, lead or participate in the meetings.
4. Non-school persons may not direct, conduct, control, or regularly attend the meetings of the student groups.
5. No school system funds may be spent on behalf of the student groups, except for the cost of providing space for the group meetings.

To apply for status as a student-initiated, non-curriculum group, complete the following:

Name of proposed group:

Paws for a Cause

Purpose of the group:

The purpose to have Paws for a Cause at Katella High School is to help raise awareness/funds and help support animals in kill-shelters, specifically those at the OC Animal Care Shelter. There are many animals in our community that are being "disposed of" because of miss informed owners and general lack of empathy. Paws for a Cause would like to raise awareness of the conditions of our local shelters and the problems that these shelters face daily. We have been volunteers for our local shelter for a few months now. They lack in funds to keep animals fed, to have bedding, and to have proper care. Because of this, animals are euthanized. Here at Katella, we would like to have a chance to have a club that gives back to our community, specifically in the shelters. Our plan is to have a Walk for Paws, once a year. This major event will allow other clubs and Katella and the local community to come together and support the local shelters. All proceeds will be donated to the OC Animal Care Shelter. With this event as a ground breaker, we would also like to learn more from vets, and Non-kill shelters, like Long Beach as to how we can help OCACS become a non-kill shelter.

Frequency of group meetings:

Once a week


Proposed meeting day, time and location:

Day:	Thursday	Lunch	Location:	Mrs. Gonzalez's room 2-200
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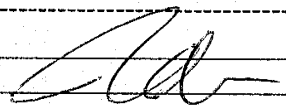
Applicant's Signature:	<i>Samantha Barrios</i>	Date:	8/24/2016
Printed Name:	Samantha Barrios		

Advisor's Signature:	<i>Michele Gonzalez</i>	Date:	8/24/2016
Printed Name:	Michele Gonzalez		

Principal's Signature:	<i>[Signature]</i>	Date:	NOV 01 2016
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Printed Name:	Ben Carpenter, Principal	
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Send signed form to #15, Assistant Superintendent/Education, for approval.

Assistant Superintendent's Signature:		Date:	NOV 01 2016
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Following approval, the completed application will be returned to the school principal.

Anaheim Union High School District
 Education Division
**APPLICATION FOR STUDENT-INITIATED,
 NON-CURRICULUM RELATED ORGANIZATION**

School:	John F. Kennedy	Date of Application:	09/28/2016
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

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4. Non-school persons may not direct, conduct, control, or regularly attend the meetings of the student groups.
5. No school system funds may be spent on behalf of the student groups, except for the cost of providing space for the group meetings.

To apply for status as a student-initiated, non-curriculum group, complete the following:

Name of proposed group:

Junior State of America (JSA)

Purpose of the group (Please describe thoroughly):

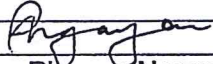

To educate and encourage high school students to be politically active. Also to promote leadership and public speaking skills. JSA allows for an exchange of ideas through stimulating student debates, thought talks, problem solving and a variety of simulations.
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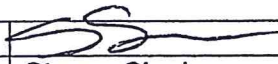
Frequency of group meetings:

Once every two weeks

Proposed meeting day, time and location:

Day:	Friday	Time:	Lunch	Location:	Room 405
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Applicant's Signature:		Date:	9-29-16
Printed Name:	Nam Phuong Nguyen		
Applicant's Signature:		Date:	9-29-16
Printed Name:	Eunice Hannah Niere		

Advisor's Signature:		Date:	9-29-16
Printed Name:	Steven Singley		

Principal's Signature:		Date:	10/3/16
Printed Name:	Russell Earnest		

Send signed form to #15, Assistant Superintendent/Education, for approval.

Assistant Superintendent's Signature:		Date:	NOV 11 2016
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Following approval, the completed application will be returned to the school principal.

Anaheim Union High School District
 Education Division
**APPLICATION FOR STUDENT-INITIATED,
 NON-CURRICULUM RELATED ORGANIZATION**
 CLICK AND ENTER DATA

School:	Savanna	Date of Application:	September 8, 2016
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

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4. Non-school persons may not direct, conduct, control, or regularly attend the meetings of the student groups.
5. No school system funds may be spent on behalf of the student groups, except for the cost of providing space for the group meetings.

To apply for status as a student-initiated, non-curriculum group, complete the following:

Name of proposed group:

BROS.

Purpose of the group:

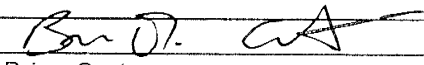
To increase community awareness in Anaheim through community service, service learning and education.

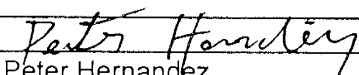
Frequency of group meetings:

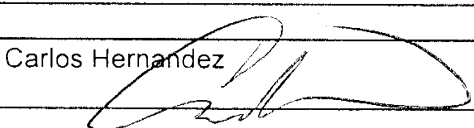
The club will meet no more than 2x per month
--

Proposed meeting day, time and location:

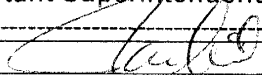
Day:	Tuesday	Time:	12:01	Location:	Rooms 20 and 22
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Applicant's Signature:		Date:	9/8/16
Printed Name:	Brian Cortes		

Advisor's Signature:		Date:	9/8/16
Printed Name:	Peter Hernandez		

Principal's Signature:		Date:	
Printed Name:	Carlos Hernandez		

Send signed form to #15, Assistant Superintendent/Education, for approval.

Assistant Superintendent's Signature:		Date:	NOV 01 2016
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Following approval, the completed application will be returned to the school principal.

Anaheim Union High School District
 Education Division
**APPLICATION FOR STUDENT-INITIATED,
 NON-CURRICULUM RELATED ORGANIZATION**
 CLICK AND ENTER DATA

School:	Savanna	Date of Application:	September 8, 2016
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To apply for status as a student-initiated, non-curriculum group, complete the following:

Name of proposed group:

Fidm Fashion Club

Purpose of the group:

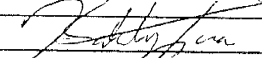
Sew, sketch, photography, and put together fashion shows .
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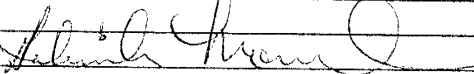
Frequency of group meetings:

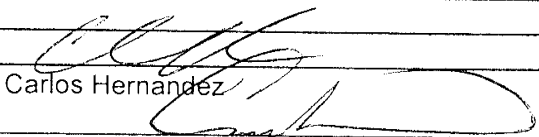
Weekly

Proposed meeting day, time and location:

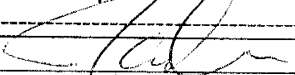
Day:	Monday	Time:	12:01	Location:	Rooms 62
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Applicant's Signature:		Date:	9/12/16
Printed Name:	Katelyn Tran		

Advisor's Signature:		Date:	9/12/16
Printed Name:	Gabriela Moreno		

Principal's Signature:		Date:	9/12/16
Printed Name:	Carlos Hernandez		

Send signed form to #15, Assistant Superintendent/Education, for approval.

Assistant Superintendent's Signature:		Date:	NOV 01 2016
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Following approval, the completed application will be returned to the school principal.

Anaheim Union High School District
 Education Division
**APPLICATION FOR STUDENT-INITIATED,
 NON-CURRICULUM RELATED ORGANIZATION**
 CLICK AND ENTER DATA

School:	Savanna	Date of Application:	8/23/16
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To apply for status as a student-initiated, non-curriculum group, complete the following:

Name of proposed group:

Savanna Chinese Club

Purpose of the group:

To promote the study of Mandarin Chinese and Chinese culture. To build strong relationships with parents, students, and communities. To develop the interest in learning about Chinese language and culture.
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Frequency of group meetings:

Every other week on Mondays from 2:40pm-3:30pm
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Proposed meeting day, time and location:

Day:	Mondays	Time:	2:40-3:30	Location:	Room 62, Savanna High School
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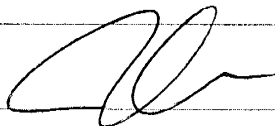
Applicant's Signature:	<i>Mia Alvarado</i>	Date:	8/23/16
Printed Name:	Mia Alvarado		

Advisor's Signature:	<i>Xi Ren</i>	Date:	8/23/16
Printed Name:	Xi Ren		

Principal's Signature:	<i>Carlos Hernandez</i>	Date:	10/24/16
Printed Name:	Carlos Hernandez		

Send signed form to #15, Assistant Superintendent/Education, for approval.

Assistant Superintendent's
Signature



Date:

10/25/14

Following approval, the completed application will be returned to the school principal.

Anaheim Union High School District
 Education Division
**APPLICATION FOR STUDENT-INITIATED,
 NON-CURRICULUM RELATED ORGANIZATION**
 CLICK AND ENTER DATA

School:	Western High School	Date of Application:	9/26/2016
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

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To apply for status as a student-initiated, non-curriculum group, complete the following:

Name of proposed group:

Oral Expressions Poetry Club

Purpose of the group:

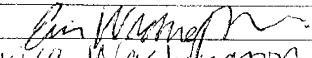
Read, write, and perform spoken word poetry, take field trips, produce poetry shows, and compete in regional poetry slams

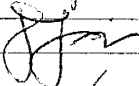
Frequency of group meetings:

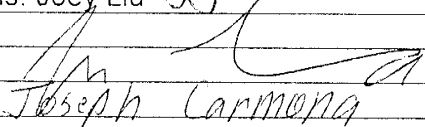
Weekly

Proposed meeting day, time and location:

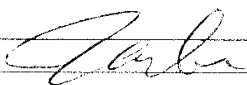
Day:	Thursday	Time:	2:45pm	Location:	Room 909
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Applicant's Signature:		Date:	9/28/2016
Printed Name:	Erica Washington		

Advisor's Signature:		Date:	9/28/2016
Printed Name:	Ms. Joey Liu		

Principal's Signature:		Date:	9/28/16
Printed Name:	Joseph Carmena		

Send signed form to #15, Assistant Superintendent/Education, for approval.

Assistant Superintendent's Signature:		Date:	NOV 01 2016
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Following approval, the completed application will be returned to the school principal.

Anaheim Union High School District
 Education Division
**APPLICATION FOR STUDENT-INITIATED,
 NON-CURRICULUM RELATED ORGANIZATION**

CLICK AND ENTER DATA

School:	Ball Junior High	Date of Application:	09/30/2016
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

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5. No school system funds may be spent on behalf of the student groups, except for the cost of providing space for the group meetings.

To apply for status as a student-initiated, non-curriculum group, complete the following:

Name of proposed group:

BROs

Purpose of the group (Please describe thoroughly):

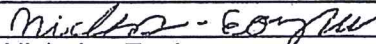
Purpose is to inspire peers, do community service, show school spirit, and make members eligible for college
--

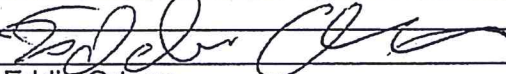
Frequency of group meetings:

One Thursday a month

Proposed meeting day, time and location:

Day:	Thursdays	Time:	12:10	Location:	Room 33
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Applicant's Signature:		Date:	09/30/16
Printed Name:	Nicholas Espinoza		

Advisor's Signature:		Date:	09/30/16
Printed Name:	Eddie Ortega		

Principal's Signature:		Date:	10/4/16
Printed Name:	Karen Dabney		

Send signed form to #15, Assistant Superintendent/Education, for approval.

Assistant Superintendent's Signature:		Date:	NOV 01 2016
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Following approval, the completed application will be returned to the school principal.

Anaheim Union High School District
Education Division

**APPLICATION FOR STUDENT-INITIATED,
NON-CURRICULUM RELATED ORGANIZATION**

School:	Ball Junior High School	Date of Application:	9/28/16
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5. No school system funds may be spent on behalf of the student groups, except for the cost of providing space for the group meetings.

To apply for status as a student-initiated, non-curriculum group, complete the following:

Name of proposed group:

GEAR UP CLUB

Purpose of the group (Please describe thoroughly):

To promote college-awareness and college-going culture, to develop students leadership skills, and to identify potential GEAR UP leaders to assist with sustainability of GEAR UP activities and services at Ball Junior High School.

Frequency of group meetings:

Once a month at lunch (monthly)

Proposed meeting day, time and location:

Day:	Tuesday (first Tues. in month)	Time:	12:24pm- 12:54pm	Location:	TBA – Possibly Room 18
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Applicant's Signature:	<i>Mashonda Salsberry</i>	Date:	9/23/16
Printed Name:	Mashonda Salsberry		

Advisor's Signature:	<i>Mary Ellen Tank</i>	Date:	9/30/16
Printed Name:	Mary Ellen Tank		

Principal's Signature:	<i>Karen Deane</i>	Date:	10/4/16
Printed Name:			

Send signed form to #15, Assistant Superintendent/Education, for approval.

Assistant Superintendent's Signature:	<i>[Signature]</i>	Date:	NOV 01 2016
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Following approval, the completed application will be returned to the school principal.

Anaheim Union High School District
 Education Division
**APPLICATION FOR STUDENT-INITIATED,
 NON-CURRICULUM RELATED ORGANIZATION**

CLICK AND ENTER DATA

School:	Brookhurst JHS	Date of Application:	8/29/16
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

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5. No school system funds may be spent on behalf of the student groups, except for the cost of providing space for the group meetings.

To apply for status as a student-initiated, non-curriculum group, complete the following:

Name of proposed group:

BROS

Purpose of the group (Please describe thoroughly):

Inspire young Hispanic men to work harder in school and the community in order to kame them eligible for college. Make sure their positive attitude reflects school spirit
--

Frequency of group meetings:

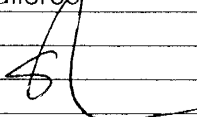
Every third Wednesday of the month, during lunch
--

Proposed meeting day, time and location:

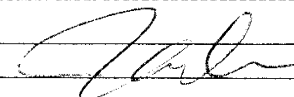
Day:	Wed	Time:	11:15	Location:	Room 36
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Applicant's Signature:		Date:	8/29/16
Printed Name:	Ruben Calleros		

Advisor's Signature:		Date:	8/29/16
Printed Name:	Ruben Calleros		

Principal's Signature:		Date:	9/20/16
Printed Name:	Sam Joo		

Send signed form to #15, Assistant Superintendent/Education, for approval.

Assistant Superintendent's Signature:		Date:	NOV 01 2016
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Following approval, the completed application will be returned to the school principal.

Anaheim Union High School District
 Education Division
**APPLICATION FOR STUDENT-INITIATED,
 NON-CURRICULUM RELATED ORGANIZATION**
 CLICK AND ENTER DATA

School:	LEXINGTON JHS	Date of Application:	8/12/16
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To apply for status as a student-initiated, non-curriculum group, complete the following:

Name of proposed group:

Club Agape

Purpose of the group (Please describe thoroughly):

Club Agape is to provide a safe area for students to enjoy games, reading, videos, fellowship that is Christian in nature, the club is open to any and all students. The club will also provide students the ability to learn leadership and teamwork skills.

Frequency of group meetings:

Once a week

Proposed meeting day, time and location:

Day:	Wednesday	Time:	Lunch	Location:	Room 801
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Applicant's Signature:	<i>Ethan Wiersma</i>	Date:	8/12/16
Printed Name:	Ethan Wiersma		

Advisor's Signature:	<i>David Wardle</i>	Date:	8/12/16
Printed Name:	David Wardle		

Principal's Signature:	<i>Amber Houston</i>	Date:	8/12/16
Printed Name:	Amber Houston		

Send signed form to #15, Assistant Superintendent/Education, for approval.

Assistant Superintendent's Signature:	<i>[Signature]</i>	Date:	NOV 01 2016
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Following approval, the completed application will be returned to the school principal.

Anaheim Union High School District
 Education Division
**APPLICATION FOR STUDENT-INITIATED,
 NON-CURRICULUM RELATED ORGANIZATION**
 CLICK AND ENTER DATA

School:	LEXINGTON JHS	Date of Application:	9/20/16
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To apply for status as a student-initiated, non-curriculum group, complete the following:

Name of proposed group:

Cosplay Club

Purpose of the group (Please describe thoroughly):

The purpose of the Cosplay Club is to explore our interest in cosplay and costume design. It is an opportunity to explore our creativity and work collaboratively.
--

Frequency of group meetings:

Once a week

Proposed meeting day, time and location:

Day:	Friday	Time:	Lunch	Location:	Room 508
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Applicant's Signature:	<i>Scarlet Ellis</i>	Date:	9/20/16
Printed Name:	Scarlet Ellis		

Advisor's Signature:	<i>Mandy Johnson</i>	Date:	9/20/16
Printed Name:	Mandy Johnson		

Principal's Signature:	<i>Amber Houston</i>	Date:	9/20/16
Printed Name:	Amber Houston		

Send signed form to #15, Assistant Superintendent/Education, for approval.

Assistant Superintendent's Signature:	<i>[Signature]</i>	Date:	NOV 01 2016
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Following approval, the completed application will be returned to the school principal.

Anaheim Union High School District
 Education Division
**APPLICATION FOR STUDENT-INITIATED,
 NON-CURRICULUM RELATED ORGANIZATION**

CLICK AND ENTER DATA

School:	LEXINGTON JHS	Date of Application:	9/26/16
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

1. The meetings may not interfere with the orderly operation of the school.
2. The meetings must be open to all students without regard to gender, ethnicity, religion or national origin.
3. School employees may not promote, lead or participate in the meetings.
4. Non-school persons may not direct, conduct, control, or regularly attend the meetings of the student groups.
5. No school system funds may be spent on behalf of the student groups, except for the cost of providing space for the group meetings.

To apply for status as a student-initiated, non-curriculum group, complete the following:

Name of proposed group:

Kpop Club – Korean popular music

Purpose of the group (Please describe thoroughly):

The purpose of the group is to dance and have fun. The educational aspect is to teach music appreciation and Idol appreciation.

Frequency of group meetings:

Once a week

Proposed meeting day, time and location:

Day:	Friday	Time:	After-school	Location:	MPR
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Applicant's Signature:	<i>Laila Hassouneh & Rhea Empleo</i>	Date:	9/26/16
Printed Name:	Laila Hassouneh & Rhea Empleo		

Advisor's Signature:	<i>Doug Coombs</i>	Date:	9/26/16
Printed Name:	Doug Coombs		

Principal's Signature:	<i>Amber Houston</i>	Date:	9/26/16
Printed Name:	Amber Houston		

Send signed form to #15, Assistant Superintendent/Education, for approval.

Assistant Superintendent's Signature:	<i>Clayton</i>	Date:	NOV 01 2016
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Following approval, the completed application will be returned to the school principal.

Anaheim Union High School District
 Education Division
**APPLICATION FOR STUDENT-INITIATED,
 NON-CURRICULUM RELATED ORGANIZATION**
 CLICK AND ENTER DATA

School:	LEXINGTON JHS	Date of Application:	10-5-16
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

1. The meetings may not interfere with the orderly operation of the school.
2. The meetings must be open to all students without regard to gender, ethnicity, religion or national origin.
3. School employees may not promote, lead or participate in the meetings.
4. Non-school persons may not direct, conduct, control, or regularly attend the meetings of the student groups.
5. No school system funds may be spent on behalf of the student groups, except for the cost of providing space for the group meetings.

To apply for status as a student-initiated, non-curriculum group, complete the following:

Name of proposed group:

The Official Fan Club of Yang Yang

Purpose of the group (Please describe thoroughly):

Purpose of the group is to introduce Yang Yang (Chinese singer, dancer & actor, to students and discuss similar actors and actresses. Students who favor guys from K-pop and drama are encouraged to join. Also, students who feel a need for a great stress reliever are welcome. We will be watching one of the newly released drama featuring Yang Yang: A Smile is Beautiful. Like the Sci-Fi club, we will occasionally have fun trivia's and activities based on past discussions. Of course all Lions are free to come and go as they please.
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Frequency of group meetings:

Once a week

Proposed meeting day, time and location:

Day:	Wednesday	Time:	Lunch	Location:	Room 203
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Applicant's Signature:	<i>Emily Loi</i>	Date:	10-5-16
Printed Name:	Emily Loi		

Advisor's Signature:	<i>Carol Chai</i>	Date:	10-5-16
Printed Name:	Carol Chai		

Principal's Signature:	<i>Amber Houston</i>	Date:	10-5-16
Printed Name:	Amber Houston		

Send signed form to #15, Assistant Superintendent/Education, for approval.

Assistant Superintendent's Signature:	<i>Amber Houston</i>	Date:	NOV 01 2016
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Following approval, the completed application will be returned to the school principal.

Anaheim Union High School District
 Education Division
**APPLICATION FOR STUDENT-INITIATED,
 NON-CURRICULUM RELATED ORGANIZATION**
 CLICK AND ENTER DATA

School:	LEXINGTON JHS	Date of Application:	9/23/16
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

1. The meetings may not interfere with the orderly operation of the school.
2. The meetings must be open to all students without regard to gender, ethnicity, religion or national origin.
3. School employees may not promote, lead or participate in the meetings.
4. Non-school persons may not direct, conduct, control, or regularly attend the meetings of the student groups.
5. No school system funds may be spent on behalf of the student groups, except for the cost of providing space for the group meetings.

To apply for status as a student-initiated, non-curriculum group, complete the following:

Name of proposed group:

Rubik's Cube Club

Purpose of the group (Please describe thoroughly):

The purpose of the Rubik cube club is to teach and learn beginning and advance Rubik Cubing to meet other cubers and dominate the colors.

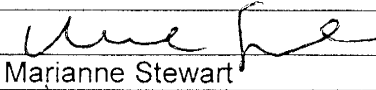
Frequency of group meetings:

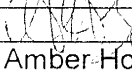
Once a week

Proposed meeting day, time and location:


Day:	Wednesday	Time:	Lunch	Location:	Room 503
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Applicant's Signature:		Date:	9/23/16
Printed Name:	Lampson Dinn		

* Advisor's Signature:		Date:	9/23/16
Printed Name:	Marianne Stewart		

Principal's Signature:		Date:	9/23/16
Printed Name:	Amber Houston		

Send signed form to #15, Assistant Superintendent/Education, for approval.

Assistant Superintendent's Signature:		Date:	NOV 01 2016
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Following approval, the completed application will be returned to the school principal.

Anaheim Union High School District
 Education Division
**APPLICATION FOR STUDENT-INITIATED,
 NON-CURRICULUM RELATED ORGANIZATION**
 CLICK AND ENTER DATA

School:	LEXINGTON JHS	Date of Application:	9/23/16
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

1. The meetings may not interfere with the orderly operation of the school.
2. The meetings must be open to all students without regard to gender, ethnicity, religion or national origin.
3. School employees may not promote, lead or participate in the meetings.
4. Non-school persons may not direct, conduct, control, or regularly attend the meetings of the student groups.
5. No school system funds may be spent on behalf of the student groups, except for the cost of providing space for the group meetings.

To apply for status as a student-initiated, non-curriculum group, complete the following:

Name of proposed group:

West African Dance Club

Purpose of the group (Please describe thoroughly):

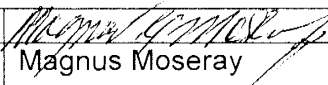
The purpose is to establish a community of international dance/music at the school. The West African dance club was born out of the World Dance Group in the South East Region of Seattle, WA. The purpose of the dance club at Lexington Jr. High, is to establish a community of international music and dance with a West African beat and rhythm giving the participants (students) the opportunity to experience a different musical culture and enables them to perfect their musical and dance ambitions. This opportunity introduces them to another venue of music out of the normal hip hop culture. The West African dance and music is educational and therapeutic, a great source of release of stress and anxiety, a physical health work out, a demonstration of tradition, story, and poetry. An opportunity to be introduced to another culture not of the USA. A refreshing and educational experience!

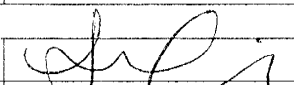
Frequency of group meetings:

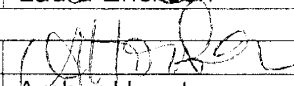
Once a week

Proposed meeting day, time and location:

Day:	Thursday	Time:	2:30 pm	Location:	MPR
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Applicant's Signature:		Date:	9/23/16
Printed Name:	Magnus Moseray		

Advisor's Signature:		Date:	9/23/16
Printed Name:	Laura Erickson		

Principal's Signature:		Date:	9/23/16
Printed Name:	Amber Houston		

Send signed form to #15, Assistant Superintendent/Education, for approval.

Assistant Superintendent's Signature:		Date: NOV 01 2016
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Following approval, the completed application will be returned to the school principal.

Anaheim Union High School District
 Education Division
**APPLICATION FOR STUDENT-INITIATED,
 NON-CURRICULUM RELATED ORGANIZATION**
 CLICK AND ENTER DATA

School:	South JHS	Date of Application:	09/28/16
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

1. The meetings may not interfere with the orderly operation of the school.
2. The meetings must be open to all students without regard to gender, ethnicity, religion or national origin.
3. School employees may not promote, lead or participate in the meetings.
4. Non-school persons may not direct, conduct, control, or regularly attend the meetings of the student groups.
5. No school system funds may be spent on behalf of the student groups, except for the cost of providing space for the group meetings.

To apply for status as a student-initiated, non-curriculum group, complete the following:

Name of proposed group:

The "Cam Cart" Club

Purpose of the group (Please describe thoroughly):

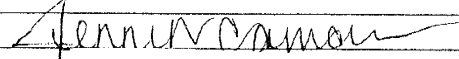
To teach students daily living skills such as time/money management, appropriate/professional conversation, grocery shopping, organization, etc.
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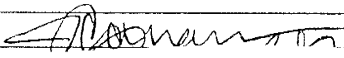
Frequency of group meetings:

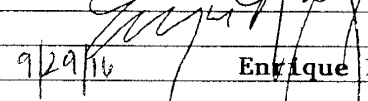
1-2 days per week

Proposed meeting day, time and location:


Day:	Wed	Time:	Lunch	Location:	Room 203
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Applicant's Signature:		Date:	9/29/16
Printed Name:	Jenni Camarena		

Advisor's Signature:		Date:	9/28/16
Printed Name:	Jenni Camarena		

Principal's Signature:		Date:	
Printed Name:	Enrique Romero		

Send signed form to #15, Assistant Superintendent/Education, for approval.

Assistant Superintendent's Signature:		Date:	NOV 01 2016
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Following approval, the completed application will be returned to the school principal.

MEMORANDUM OF UNDERSTANDING**Between the****Anaheim Union High School District (AUHSD)****and the****Anaheim Secondary Teachers Association (ASTA)****Health and Welfare Plan Changes for 2017 Plan Year**

The Anaheim Union High School District (AUHSD) and Anaheim Secondary Teachers Association (ASTA) agree to the following changes in health and welfare that were recommended by the Insurance Committee on October 4, 2016. The changes are effective on January 1, 2017:

Medical InsurancePPO

- Co-pays for generic prescriptions will increase from \$5 to \$7
- Co-pays for preferred brand prescriptions will increase from \$15 to \$25

HMO

- Co-pays for generic prescriptions will increase from \$5 to \$7
- Co-pays for preferred brand prescriptions will increase from \$15 to \$25

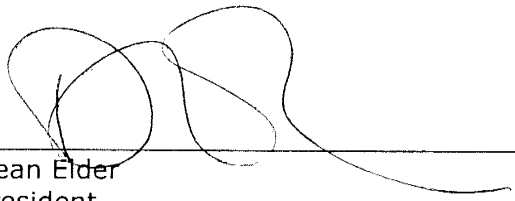
This MOU has no effect on any other portion of the District's benefit plan.

If an agreement is reached with any other collective bargaining group on health and welfare that contains a greater benefit than the current plan or a higher maximum District contribution, the District or ASTA may request, and the other party will agree, to re-open negotiations on health and welfare for 2017.

This MOU is dated:

NOVEMBER 10, 2016

Brad Jackson
Assistant Superintendent
Human Resources



Dean Elder
President
Anaheim Secondary Teacher's Association

MEMORANDUM OF UNDERSTANDING**Between the****Anaheim Union High School District (AUHSD)****and the****Anaheim Personnel and Guidance Association (APGA)****Health and Welfare Program Change for 2017**

The Anaheim Union High School District (AUHSD) and Anaheim Personnel and Guidance Association (APGA) agree to the following changes in health and welfare that were recommended by the Insurance Committee on October 4, 2016. The change is effective on January 1, 2017:

Medical InsurancePPO

- Co-pays for generic prescriptions will increase from \$5 to \$7
- Co-pays for preferred brand prescriptions will increase from \$15 to \$25

HMO

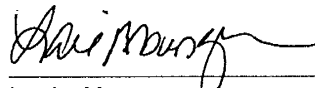
- Co-pays for generic prescriptions will increase from \$5 to \$7
- Co-pays for preferred brand prescriptions will increase from \$15 to \$25

This MOU has no effect on any other portion of the District's benefit plan.

If an agreement is reached with any other collective bargaining group on health and welfare that contains a greater benefit than the current plan or a higher maximum District contribution, the District or APGA may request, and the other party will agree, to re-open negotiations on health and welfare for 2017.

This MOU is dated: NOVEMBER 10, 2016

Brad Jackson
Assistant Superintendent
Human Resources



Lacie Mounger
Co-President
APGA



Steve Gonzales
Co-President
APGA

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

and the

California School Employees Association (CSEA) and its Chapter 74**Health and Welfare Program Change for 2017**

The Anaheim Union High School District (AUHSD) and the California School Employees Association (CSEA) agree to the following changes in health and welfare that were recommended by the Insurance Committee on October 4, 2016. The changes are effective on January 1, 2017:

Medical InsurancePPO

- Co-pays for generic prescriptions will increase from \$5 to \$7
- Co-pays for preferred brand prescriptions will increase from \$15 to \$25

HMO

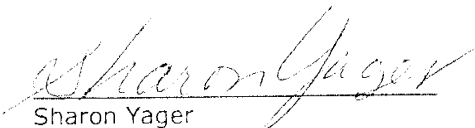
- Co-pays for generic prescriptions will increase from \$5 to \$7
- Co-pays for preferred brand prescriptions will increase from \$15 to \$25

This MOU has no effect on any other portion of the District's benefit plan.


If an agreement is reached with any other collective bargaining group on health and welfare that contains a greater benefit than the current plan or a higher maximum District contribution, the District or CSEA may request, and the other party will agree, to re-open negotiations on health and welfare for 2017.

This MOU is dated: 10/13/16

Brad Jackson
Assistant Superintendent
Human Resources



Sharon Yager
President
CSEA, Chapter 74



Anthony Solis
Labor Relations Representative
CSEA

MEMORANDUM OF UNDERSTANDING**Between the****Anaheim Union High School District (AUHSD)****and the****American Federation of State County and Municipal Employees, Local 3112
(AFSCME)****Health and Welfare Plan Changes for 2017 Plan Year**

The Anaheim Union High School District (AUHSD) and the American Federation of State County and Municipal Employees, Local 3112 (AFSCME) agree to the following changes in health and welfare that were recommended by the Insurance Committee on October 4, 2016. The changes are effective on January 1, 2017:

Medical InsurancePPO

- Co-pays for generic prescriptions will increase from \$5 to \$7
- Co-pays for preferred brand prescriptions will increase from \$15 to \$25

HMO

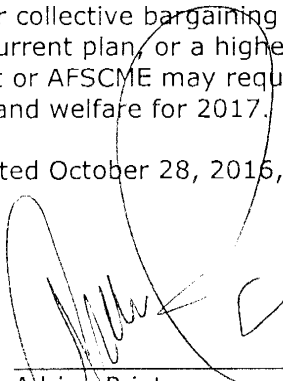
- Co-pays for generic prescriptions will increase from \$5 to \$7
- Co-pays for preferred brand prescriptions will increase from \$15 to \$25

This MOU has no effect on any other portion of the District's benefit plan.

If an agreement is reached with any other collective bargaining group on health and welfare that contains a greater benefit than the current plan, or a higher maximum District Contribution, or plan changes, the District or AFSCME may request, and the other party will agree, to re-open negotiations on health and welfare for 2017.

This Memorandum of Understanding is dated October 28, 2016, and is subject to ratification by the Board of Trustees.

Brad Jackson
Assistant Superintendent
Human Resources



Adrian Prieto
President
Local 3112, AFSCME

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE ANAHEIM UNION HIGH SCHOOL DISTRICT
AND
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER #74**

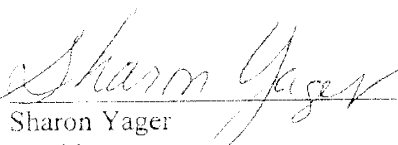
The Anaheim Union High School District ("District") and the California School Employees Association, Chapter #74 ("CSEA"), have entered into this Memorandum of Understanding ("MOU") that is deemed effective July 1, 2016, and shall remain in effect until otherwise modified in writing between the parties:

1. This MOU shall pertain to all unit members in the classified bargaining unit represented by CSEA who were hired by the District on or before December 31, 2012, or who are defined as CalPERS Classic Employees.
2. The District may provide uniforms (including shirts) for the following classifications: Campus Safety Personnel.
3. The District reports to CalPERS on a biannual basis the monetary value for the purchase of required clothing for District-covered CalPERS Classic Members, i.e., employees hired on or before December 31, 2012. The parties analyzed the value and determined it shall not exceed \$230.00 per fiscal year, unless an additional uniform authorization is necessary. The parties agree that, to the extent permitted by law, this is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(5) Statutory Items. The parties also agree that the District has no additional obligation or costs should the State of California or the IRS determine otherwise.


For the District:

Brad Jackson
Assistant Superintendent, Human Resources

For CSEA:



Sharon Yager
President



Anthony Solis
Labor Relations Representative

MEMORANDUM OF UNDERSTANDING
BETWEEN THE ANAHEIM UNION HIGH SCHOOL DISTRICT
AND
THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYERS, AFL-CIO, LOCAL 3112

The Anaheim Union High School District ("District") and the American Federation of State, County and Municipal Employees, AFL-CIO, Local 3112 ("AFSCME") have entered into this Memorandum of Understanding ("MOU") that is deemed effective July 1, 2016, and shall remain in effect until otherwise modified in writing between the parties.

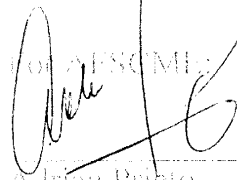
1. This MOU shall pertain to all unit members in the classified bargaining unit represented by AFSCME who were hired by the District on or before December 31, 2012, or who are defined as CalPERS Classic Employees.
2. The District may provide uniforms (including shirts) for the following classifications: Athletic Facilities Technician, Athletic Facilities Worker I, Athletic Facilities Worker II, Auditorium Operations Assistant, Auditorium Operations Technician, Bus Driver, Custodian, Custodian Athletic Facilities, Driver Instructor, Electronics Technician, Equipment Operator, Equipment Repair Mechanic, Food Services Equipment Tech, Food Service Assistant I, Grounds Maintenance Worker, Heavy Equipment Operator, HVAC Energy Management Control System Technician, Instrument Repair Technician, Inventory Control Specialist, Irrigation Systems Technician, Maintenance Carpenter, Maintenance Electrician, Maintenance Floor/Plaster Worker, Maintenance Glazier, Maintenance Locksmith, Maintenance Painter, Maintenance Plumber, Maintenance Service Worker, Maintenance Welder/Fabricator, Mechanic, Network Technician, Pool Maintenance Worker, Senior Custodian, Senior Equipment Operator, Senior Warehouse Worker - Central Warehouse, Senior Warehouse Worker - Nutrition Services, Shop Equipment Repair Technician, Technology Services Technician, Transportation Dispatcher, Warehouse Worker - Central Warehouse, Warehouse Worker - Food Services.
3. The District reports to CalPERS on a biannual basis the monetary value for the purchase of required clothing for District-covered CalPERS Classic Members, i.e., employees hired on or before December 31, 2012. The parties analyzed the value and determined it shall not exceed \$230.00 per fiscal year, unless an additional uniform authorization is necessary. The parties agree that, to the extent permitted by law, this is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(5) Statutory Items. The parties also agree that the District has no additional obligation or costs should the State of California or the IRS determine otherwise.

For the District

Brad Jackson
Assistant Superintendent
Human Resources

Date

For AFSCME:



Adrian Puerto
President
AFSCME 3112

Date

11/2/16

**ANAHEIM UNION HIGH SCHOOL DISTRICT
MANAGEMENT**

2015/2016 SALARY SCHEDULE

Effective 7/1/2015 - BOT Approved on 4/14/16 - REVISED 11/10/16

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	Monthly
1	** CATERING MANAGER	4,165.00	4,322.00	4,492.00	4,669.00	4,846.00	5,029.00	5,135.00	5,229.00	5,337.00	5,440.00	Monthly
2	PLANT MANAGER I	4,276.00	4,433.00	4,604.00	4,779.00	4,957.00	5,141.00	5,246.00	5,341.00	5,449.00	5,551.00	Monthly
3	** FOOD SERVICE SITE MGR I	4,367.00	4,537.00	4,709.00	4,893.00	5,083.00	5,283.00	5,385.00	5,489.00	5,597.00	5,704.00	Monthly
4	PLANT MANAGER II	4,478.00	4,648.00	4,821.00	5,003.00	5,196.00	5,395.00	5,495.00	5,600.00	5,707.00	5,816.00	Monthly
5	** FOOD SERVICE MGR II	4,574.00	4,756.00	4,939.00	5,134.00	5,332.00	5,537.00	5,649.00	5,759.00	5,871.00	5,986.00	Monthly
6	MAINTENANCE FOREMAN	4,555.00	4,733.00	4,916.00	5,112.00	5,312.00	5,516.00	5,627.00	5,738.00	5,850.00	5,965.00	Monthly
7	PERFORMING ARTS SUPERVISOR WAREHOUSE SUPERVISOR	4,776.00	4,960.00	5,154.00	5,363.00	5,570.00	5,786.00	5,903.00	6,018.00	6,135.00	6,254.00	Monthly
8	* OPERATIONS SUPERVISOR	4,909.00	5,096.00	5,288.00	5,494.00	5,705.00	5,917.00	6,033.00	6,150.00	6,268.00	6,389.00	Monthly
9	* ACCOUNTANT BUDGET ANALYST EMPLOYEE RELATIONS ANALYST GARAGE SUPERVISOR GRAPHIC PRODUCTION MANAGER HR ANALYST PAYROLL SUPERVISOR	5,006.00	5,204.00	5,409.00	5,621.00	5,844.00	6,068.00	6,188.00	6,311.00	6,434.00	6,560.00	Monthly
11	FOOD SERVICES SUPERVISOR	5,255.00	5,460.00	5,672.00	5,898.00	6,127.00	6,367.00	6,496.00	6,623.00	6,751.00	6,886.00	Monthly
12	LAC SUPERVISOR	5,384.00	5,594.00	5,812.00	6,043.00	6,280.00	6,525.00	6,656.00	6,787.00	6,920.00	7,056.00	Monthly
13	* COMMUNITY USE OF FACILITIES SUPV * EDUCATION TECHNOLOGY SUPERVISOR PROJECT MANAGER * MAINTENANCE MANAGER	5,513.00	5,728.00	5,952.00	6,187.00	6,431.00	6,683.00	6,814.00	6,949.00	7,087.00	7,225.00	Monthly
14		5,661.00	5,882.00	6,113.00	6,354.00	6,605.00	6,864.00	6,998.00	7,137.00	7,278.00	7,421.00	Monthly
15		5,810.00	6,037.00	6,274.00	6,522.00	6,779.00	7,044.00	7,182.00	7,325.00	7,469.00	7,616.00	Monthly
16	ACCOUNTING MANAGER	5,958.00	6,191.00	6,435.00	6,689.00	6,953.00	7,225.00	7,366.00	7,513.00	7,660.00	7,812.00	Monthly
17		6,117.00	6,358.00	6,608.00	6,869.00	7,140.00	7,421.00	7,566.00	7,716.00	7,867.00	8,024.00	Monthly
18		6,277.00	6,525.00	6,782.00	7,049.00	7,328.00	7,616.00	7,767.00	7,919.00	8,075.00	8,235.00	Monthly

**ANAHEIM UNION HIGH SCHOOL DISTRICT
MANAGEMENT**

2015/2016 SALARY SCHEDULE

Effective 7/1/2015 - BOT Approved on 4/14/16 - REVISED 11/10/16

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
19	RISK MANAGER	6,436.00	6,692.00	6,955.00	7,229.00	7,515.00	7,812.00	7,967.00	8,122.00	8,282.00	8,447.00	Monthly
20	* ASSIST. DIRECTOR, FOOD SERVICES	6,549.00	6,811.00	7,081.00	7,361.00	7,655.00	7,959.00	8,118.00	8,278.00	8,442.00	8,611.00	Monthly
21	ENERGY MANAGER OCCUPATIONAL THERAPIST	6,662.00	6,929.00	7,206.00	7,492.00	7,794.00	8,105.00	8,268.00	8,434.00	8,602.00	8,774.00	Monthly
26	ASST DIRECTOR-MAINT & OPERATIONS	7,260.00	7,551.00	7,853.00	8,167.00	8,494.00	8,833.00	9,010.00	9,190.00	9,374.00	9,561.00	Monthly

Each longevity step stands on its own and is not cumulative nor compounded. Longevity:
 2% plus \$519 after ten (10) years of service with AUHSD
 4% plus \$1543 additional after fifteen (15) years of service with AUHSD
 7% plus \$2,840 additional after twenty (20) years of service with AUHSD
 10% plus \$3,705 additional after twenty-five (25) years of service with AUHSD
 12% plus \$3,705 additional after thirty (30) years of service with AUHSD

* Overtime Exempt

** Ten Month Employees

**ANAHEIM UNION HIGH SCHOOL DISTRICT
CONFIDENTIAL
2015/2016 SALARY SCHEDULE**

Effective 7/1/2015 - BOT Approved on BOT 11/10/16

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
60	GF SR ADMINISTRATIVE ASSISTANT	4,444.00	4,623.00	4,806.00	5,002.00	5,206.00	5,405.00	5,516.00	5,628.00	5,739.00	5,855.00	Monthly
61		4,685.00	4,866.00	5,049.00	5,244.00	5,448.00	5,649.00	5,758.00	5,870.00	5,981.00	6,096.00	Monthly
63	EXECUTIVE ASSISTANT HUMAN RESOURCES ASSISTANT	4,929.00	5,114.00	5,309.00	5,513.00	5,721.00	5,938.00	6,051.00	6,169.00	6,288.00	6,408.00	Monthly
67	SR EXECUTIVE ASSISTANT	5,405.00	5,610.00	5,824.00	6,049.00	6,280.00	6,519.00	6,644.00	6,774.00	6,903.00	7,039.00	Monthly

Each longevity step stands on its own and is not cumulative nor compounded. Longevity:

- 2% plus \$519 after ten (10) years of service with AUHSD
- 4% plus \$1543 additional after fifteen (15) years of service with AUHSD
- 7% plus \$2,840 additional after twenty (20) years of service with AUHSD
- 10% plus \$3,705 additional after twenty-five (25) years of service with AUHSD
- 12% plus \$3,705 additional after thirty (30) years of service with AUHSD

**ANAHEIM UNION HIGH SCHOOL DISTRICT
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME)
2015/2016 SALARY SCHEDULE**

Effective 7/1/2015 - BOT Approved on 6/16/16 - REVISED 11/10/16

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	Monthly Hourly
41	FOOD SERV ASST I	2,728.00 15.49	2,837.00 16.11	2,946.00 16.79	3,070.00 17.44	3,192.00 18.13	3,323.00 18.89	3,386.00 19.24	3,455.00 19.64	3,525.00 20.02	3,594.00 20.42	Monthly Hourly
48	CUSTODIAN AUDITORIUM OPER. ASSIST. CUSTODIAN-ATHLETIC FACIL	3,311.00 18.81	3,442.00 19.55	3,567.00 20.28	3,716.00 21.12	3,856.00 21.92	4,015.00 22.82	4,076.00 23.15	4,172.00 23.70	4,250.00 24.15	4,322.00 24.57	Monthly Hourly
49	ATH FAC WORKER I FOOD SERV ASST II GROUNDS MAINT WKR	3,320.00 18.86	3,454.00 19.64	3,584.00 20.36	3,753.00 21.21	3,884.00 22.06	4,041.00 22.97	4,115.00 23.38	4,203.00 23.89	4,283.00 24.34	4,365.00 24.82	Monthly Hourly
50	FOOD SERV ASST III SENIOR CUSTODIAN	3,451.00 19.60	3,586.00 20.38	3,717.00 21.13	3,868.00 21.97	4,017.00 22.84	4,175.00 23.72	4,250.00 24.15	4,337.00 24.64	4,417.00 25.08	4,500.00 25.57	Monthly Hourly
51	FOOD SERV ASST IV PREP WHSE WKR-CENTRAL SERV WHSE WKR-NUTR SERV NUTRITION SERVICES PROD ASST	3,484.00 19.79	3,620.00 20.58	3,772.00 21.42	3,919.00 22.28	4,078.00 23.16	4,238.00 24.08	4,320.00 24.56	4,414.00 25.07	4,496.00 25.56	4,593.00 26.10	Monthly Hourly
52	ATHL FAC WORKER II FOOD SERV ASST III-BI	3,510.00 19.94	3,662.00 20.82	3,800.00 21.59	3,942.00 22.40	4,115.00 23.38	4,279.00 24.32	4,364.00 24.81	4,444.00 25.25	4,538.00 25.79	4,631.00 26.32	Monthly Hourly
53	AUDITORIUM OPERATIONS TECH EQUIPMENT OPERATOR LIGHT DUTY MECHANIC MAINTENANCE SERVICE WORKER TECHNOLOGY AERVICES ASSISTANT	3,662.00 20.82	3,802.00 21.60	3,954.00 22.47	4,113.00 23.36	4,281.00 24.33	4,453.00 25.30	4,538.00 25.79	4,631.00 26.32	4,720.00 26.83	4,817.00 27.38	Monthly Hourly
55	BUS DRIVER EQUIPMENT REPAIR MECHANIC HEAVY EQUIPMENT OPERATOR INVENTORY CONTROL SPECIALIST NUTRITION SERVICES SOUS CHEF SR EQUIP OPERATOR SR WHSE WKR-CENT WHSE SR WHSE WKR-NUTR SERV	3,843.00 21.85	3,993.00 22.69	4,153.00 23.60	4,320.00 24.56	4,494.00 25.55	4,673.00 26.55	4,763.00 27.07	4,860.00 27.61	4,956.00 28.17	5,059.00 28.75	Monthly Hourly

**ANAHEIM UNION HIGH SCHOOL DISTRICT
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME)
2015/2016 SALARY SCHEDULE**

Effective 7/1/2015 - BOT Approved on 6/16/16 - REVISED 11/10/16

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	Monthly Hourly
57	DRIVER INSTRUCTOR IRRIGATION SYSTEM TECH MAINTENANCE GLAZIER MAINTENANCE PAINTER POOL MAINTENANCE TECH TECHNOLOGY SERVICES TECH ATHLETIC FACILITIES TECHNICIAN	4,040.00 22.97	4,192.00 23.81	4,362.00 24.80	4,536.00 25.78	4,717.00 26.82	4,903.00 27.86	5,006.00 28.44	5,108.00 29.04	5,209.00 29.60	5,312.00 30.20	Monthly Hourly
59	ELECTRONICS TECH GRAPHIC ARTS TECH MAINTENANCE CARPENTER MAINTENANCE FLR/PLAS WKR MAINTENANCE LOCKSMITH MAINTENANCE PLUMBER OFFSET PRESS OPERATOR SHOP EQUIPMENT REPAIR TECH TRANSPORTATION DISPATCHER	4,235.00 24.07	4,406.00 25.04	4,578.00 26.01	4,762.00 27.06	4,953.00 28.16	5,152.00 29.27	5,254.00 29.86	5,360.00 30.46	5,467.00 31.08	5,573.00 31.67	Monthly Hourly
61	ATHLETIC FACILITIES TECH AUDIO-VISUAL TECH FOOD SERVICES EQUIPMENT TECH HVAC ENERGY MAINT CONT SYS TECH INSTRUMENT REPAIR TECH MAINTENANCE ELECTRICIAN MAINTENANCE WELDER-FABRICATOR MECHANIC TRANSPORTATION OPERATIONS SPEC	4,444.00 25.25	4,623.00 26.29	4,806.00 27.31	5,002.00 28.41	5,206.00 29.58	5,405.00 30.72	5,516.00 31.33	5,627.00 31.97	5,739.00 32.60	5,855.00 33.27	Monthly Hourly
62		4,631.00 26.32	4,822.00 27.40	5,013.00 28.48	5,214.00 29.63	5,420.00 30.80	5,640.00 32.05	5,757.00 32.71	5,873.00 33.37	5,996.00 34.08	6,113.00 34.74	Monthly Hourly
63	SR GRAPH ARTS TECH	4,670.00 26.53	4,852.00 27.58	5,047.00 28.69	5,253.00 29.84	5,462.00 31.02	5,677.00 32.26	5,793.00 32.92	5,908.00 33.58	6,027.00 34.25	6,149.00 34.95	Monthly Hourly
67	NETWORK TECHNICIAN	5,148.00 29.24	5,352.00 30.41	5,564.00 31.62	5,791.00 32.90	6,020.00 34.21	6,259.00 35.57	6,386.00 36.29	6,516.00 37.02	6,642.00 37.74	6,778.00 38.50	Monthly Hourly

Unit members will be eligible for long service recognition (longevity) upon the completion of ten (10) years of service in the Anaheim Union High School District under the following plan:

- 2% plus \$519 after ten (10) years of service with AUHSD
- 4% plus \$1,543 additional after fifteen (15) years of service with AUHSD
- 7% plus \$2,840 additional after twenty (20) years of service with AUHSD
- 10% plus \$3,705 additional after twenty-five (25) years of service with AUHSD
- 12% plus \$3,705 additional after thirty (30) years of service with AUHSD

Percentages and flat rates stand alone. They are not added together or compounded.

Bilingual stipend and Nightwork differential: \$135.00

**ANAHEIM UNION HIGH SCHOOL DISTRICT
CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION (CSEA)
2015/2016 SALARY SCHEDULE**

Effective 7/1/2015 - BOT Approved on 4/14/16 - REVISED 11/10/16

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	Monthly Hourly
41	CAMPUS SAFETY AIDE	2,728.00 15.49	2,837.00 16.12	2,956.00 16.79	3,070.00 17.43	3,192.00 18.14	3,323.00 18.88	3,386.00 19.25	3,455.00 19.62	3,525.00 20.02	3,594.00 20.42	Monthly Hourly
43	INSTR ASSISTANT INSTR ASSIST-SPECIALIZED ACADEMIC INSTR. OFFICE ASSISTANT	2,862.00 16.27	2,983.00 16.95	3,105.00 17.64	3,226.00 18.33	3,355.00 19.06	3,494.00 19.85	3,560.00 20.24	3,628.00 20.61	3,702.00 21.03	3,776.00 21.45	Monthly Hourly
47	INSTR ASST-BILING (SPANISH) INSTR ASST-BILING (VIETNAMESE) INSTR ASST-BILING (KOREAN) INSTR ASST-BILING (ARABIC) INSTR ASST-BILING (ROMANIAN) INSTR ASST-SPEC ACAD. INSTRUCTION-BIL OFFICE ASST-BIL SCHOOL COMMUNITY LIAISON COMPUTER LAB ASSIST	3,156.00 17.92	3,285.00 18.66	3,412.00 19.38	3,557.00 20.21	3,696.00 21.00	3,844.00 21.86	3,921.00 22.28	3,997.00 22.70	4,082.00 23.19	4,156.00 23.63	Monthly Hourly
49	DISTRICT RECEPTIONIST FACILITIES PLANNING ASSISTANT HEALTH SRV TECH I INSTR ASST - ADULT TRANS. INSTR ASST - BEHAVIORAL SUPPORT INSTR ASST - MATHEMATICS INSTR ASST - MED FRAGILE/ORTHO IMPAIRED INSTR ASST - SPECIAL ABILITIES INSTR ASST - SPEC. (D/HH or VI) INST ASST - STU/PAR LIA/BIL LANG TESTING ASST CHILD WELFARE & ATTENDANCE LIAISON PUBLICATIONS TECH SCHOOL LIBRARY/MEDIA TECHNICIAN SECRETARY - ATTENDANCE SECRETARY - PROGRAM SUPPORT SECRETARY - REGISTRAR/RECORDS SECRETARY - SCHOOL SUPPORT WORKABILITY PLACEMENT ASST	3,320.00 18.86	3,454.00 19.62	3,584.00 20.36	3,733.00 21.21	3,884.00 22.07	4,041.00 22.97	4,115.00 23.39	4,203.00 23.90	4,283.00 24.34	4,365.00 24.81	Monthly Hourly
51	DISTRICT RECEPTIONIST FACILITIES PLANNING ASSISTANT HEALTH SRV TECH I INSTR ASST - ADULT TRANS. INSTR ASST - BEHAVIORAL SUPPORT INSTR ASST - MATHEMATICS INSTR ASST - MED FRAGILE/ORTHO IMPAIRED INSTR ASST - SPECIAL ABILITIES INSTR ASST - SPEC. (D/HH or VI) INST ASST - STU/PAR LIA/BIL LANG TESTING ASST CHILD WELFARE & ATTENDANCE LIAISON PUBLICATIONS TECH SCHOOL LIBRARY/MEDIA TECHNICIAN SECRETARY - ATTENDANCE SECRETARY - PROGRAM SUPPORT SECRETARY - REGISTRAR/RECORDS SECRETARY - SCHOOL SUPPORT WORKABILITY PLACEMENT ASST	3,484.00 19.79	3,620.00 20.59	3,772.00 21.43	3,919.00 22.27	4,078.00 23.18	4,238.00 24.09	4,320.00 24.54	4,414.00 25.07	4,496.00 25.55	4,593.00 26.10	Monthly Hourly
53	SECRETARY-BILING/PROGRAM SUPPORT SECRETARY-BILING/SCHOOL SUPPORT SECRETARY-BILING/ATTENDANCE SECRETARY-BILING/REGISTRAR-RECORDS TRANSLATOR	3,662.00 20.80	3,802.00 21.60	3,954.00 22.47	4,113.00 23.38	4,281.00 24.33	4,453.00 25.30	4,538.00 25.79	4,631.00 26.32	4,720.00 26.82	4,817.00 27.39	Monthly Hourly

**ANAHEIM UNION HIGH SCHOOL DISTRICT
CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION (CSEA)
2015/2016 SALARY SCHEDULE**

Effective 7/1/2015 - BOT Approved on 4/14/16 - REVISED 11/10/16

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	Monthly Hourly
54	ASB ACCOUNT TECH BRAILLE TRANSCRIBER INFO SYSTEMS TECH JOB DEVELOPER / JOB COACH LICENSED VOCATIONAL NURSE SIGN LANG INTERP	3,762.00 21.39	3,921.00 22.28	4,078.00 23.18	4,248.00 24.13	4,416.00 25.08	4,596.00 26.11	4,685.00 26.64	4,785.00 27.19	4,880.00 27.74	4,985.00 28.33	Monthly Hourly
55	ACCOUNTING TECH ASSESS/EVAL TECH BENEFITS TECH BUSINESS TECH CREDENTIALS TECH HUMAN RESOURCES TECH PAYROLL TECH RISK MANAGEMENT TECH SPEECH LANGUAGE PATHOLOGY ASST ADMINISTRATIVE ASST	3,843.00 21.85	3,993.00 22.69	4,153.00 23.60	4,320.00 24.54	4,494.00 25.55	4,673.00 26.55	4,763.00 27.07	4,860.00 27.61	4,956.00 28.16	5,059.00 28.74	Monthly Hourly
57	INFORMATION SYSTEMS SPECIALIST I SR ACCOUNTING TECH SR PAYROLL TECH ADMIN ASST BILINGUAL SENIOR BUDGET TECHNICIAN LEGAL ADMIN ASST. SR ADMIN ASST PROGRAM SUPPORT SR ADMIN ASST SCHOOL SUPPORT SR ADMIN PROCUREMENT ASST. SR CREDENTIAL TECH	4,040.00 22.95	4,192.00 23.81	4,362.00 24.80	4,536.00 25.78	4,717.00 26.79	4,903.00 27.86	5,006.00 28.44	5,108.00 29.04	5,209.00 29.60	5,312.00 30.18	Monthly Hourly
59	WEB MASTER SR ADMIN ASST SCHOOL SUP / BIL SR ADMIN ASST PROG SUP / BIL FOOD SERVICES TECH PARENT INVOLVEMENT SPECIALIST	4,235.00 24.07	4,406.00 25.05	4,578.00 26.02	4,762.00 27.06	4,953.00 28.15	5,152.00 29.27	5,254.00 29.86	5,360.00 30.46	5,467.00 31.08	5,573.00 31.67	Monthly Hourly
61	BUYER INFORMATION SYSTEMS SPECIALIST II FOOD SERV ACCOUNTING SPECIALIST BEHAVIOR INTERVENTION SPECIALIST	4,444.00 25.25	4,623.00 26.28	4,806.00 27.32	5,002.00 28.41	5,206.00 29.58	5,405.00 30.72	5,516.00 31.34	5,627.00 31.98	5,739.00 32.61	5,855.00 33.27	Monthly Hourly
62	ART DESIGNER	4,631.00 26.32	4,822.00 27.40	5,013.00 28.48	5,253.00 29.63	5,420.00 30.80	5,640.00 32.05	5,757.00 32.71	5,873.00 33.37	5,996.00 34.08	6,113.00 34.74	Monthly Hourly
63		4,670.00 26.53	4,852.00 27.57	5,047.00 28.69	5,253.00 29.86	5,462.00 31.05	5,677.00 32.26	5,793.00 32.92	5,908.00 33.58	6,027.00 34.25	6,149.00 34.95	Monthly Hourly
65		4,906.00 27.86	5,103.00 28.95	5,307.00 30.12	5,519.00 31.35	5,739.00 32.60	5,969.00 33.88	6,088.00 34.57	6,210.00 35.25	6,335.00 35.96	6,461.00 36.69	Monthly Hourly

**ANAHEIM UNION HIGH SCHOOL DISTRICT
CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION (CSEA)
2015/2016 SALARY SCHEDULE**

Effective 7/1/2015 - BOT Approved on 4/14/16 - REVISED 11/10/16

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
66	CONTRACT PROCUREMENT SPECIALIST	5,041.00	5,242.00	5,452.00	5,670.00	5,897.00	6,133.00	6,256.00	6,381.00	6,508.00	6,638.00	Monthly
75	NETWORK ANALYST PROGRAMMER ANALYST	6,254.00 35.54	6,500.00 36.94	6,765.00 38.44	7,037.00 39.98	7,319.00 41.58	7,610.00 43.24	7,758.00 44.06	7,913.00 44.96	8,075.00 45.89	8,236.00 46.80	Monthly Hourly
76	SYSTEMS ADMIN	6,573.00 37.35	6,830.00 38.81	7,102.00 40.36	7,385.00 41.96	7,678.00 43.62	7,991.00 45.40	8,147.00 46.29	8,313.00 47.23	8,483.00 48.20	8,651.00 49.15	Monthly Hourly

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- 2% plus \$519 additional after ten (10) years of service with the AUHSD
- 4% plus \$1,543 additional after fifteen (15) years of service with the AUHSD
- 7% plus \$2,840 additional after twenty (20) years of service with AUHSD
- 10% plus \$3,705 additional after twenty-five (25) years of service with AUHSD
- 12% plus \$3,705 additional after thirty (30) years of service with AUHSD

Percentages and flat rates stand alone. They are not added together or compounded.

Bilingual stipend and Nightwork differential: \$135.00

**ANAHEIM UNION HIGH SCHOOL DISTRICT
MANAGEMENT**

2014/2015 SALARY SCHEDULE

Effective 7/1/2014 - Approved on 1/15/15 - REVISED 11/10/16

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	Monthly
1	** CATERING MANAGER	4,044.00	4,196.00	4,361.00	4,533.00	4,705.00	4,883.00	4,985.00	5,077.00	5,182.00	5,282.00	Monthly
2	PLANT MANAGER I	4,151.00	4,304.00	4,470.00	4,640.00	4,813.00	4,991.00	5,093.00	5,185.00	5,290.00	5,389.00	Monthly
3	** F S SITE MGR I	4,240.00	4,405.00	4,572.00	4,750.00	4,935.00	5,129.00	5,228.00	5,329.00	5,434.00	5,538.00	Monthly
4	PLANT MANAGER II	4,348.00	4,513.00	4,681.00	4,857.00	5,045.00	5,238.00	5,335.00	5,437.00	5,541.00	5,647.00	Monthly
5	** FOOD SERV MGR II	4,441.00	4,617.00	4,795.00	4,984.00	5,177.00	5,376.00	5,484.00	5,591.00	5,700.00	5,812.00	Monthly
6	MAINTENANCE FOREMAN	4,422.00	4,595.00	4,773.00	4,963.00	5,157.00	5,355.00	5,463.00	5,571.00	5,680.00	5,791.00	Monthly
7	ACCOUNTING SUPV PERFORMING ARTS SUPV WAREHOUSE SUPV	4,637.00	4,816.00	5,004.00	5,207.00	5,408.00	5,617.00	5,731.00	5,843.00	5,956.00	6,072.00	Monthly
8	* OPERATIONS SUPV	4,766.00	4,948.00	5,134.00	5,334.00	5,539.00	5,745.00	5,857.00	5,971.00	6,085.00	6,203.00	Monthly
9	* ACCOUNTANT BUDGET ANALYST COMMUNITY USE OF FACILITIES SUPV EMPLOYEE RELATIONS ANALYST GARAGE SUPERVISOR GRAPHIC PRODUCTION MANAGER HR ANALYST PAYROLL SUPERVISOR LAC SUPERVISOR	4,860.00	5,052.00	5,251.00	5,457.00	5,674.00	5,891.00	6,008.00	6,127.00	6,247.00	6,369.00	Monthly
11	FOOD SERVICES SUPV	5,102.00	5,301.00	5,507.00	5,726.00	5,949.00	6,182.00	6,307.00	6,430.00	6,554.00	6,685.00	Monthly
13	* EDUCATION TECHNOLOGY SUPERVISOR * PROJECT MANAGER ENERGY MANAGER	5,352.00	5,561.00	5,779.00	6,007.00	6,244.00	6,488.00	6,616.00	6,747.00	6,881.00	7,015.00	Monthly
16	MAINTENANCE MANAGER ACCOUNTING MANAGER	5,784.00	6,011.00	6,248.00	6,494.00	6,750.00	7,015.00	7,151.00	7,294.00	7,437.00	7,584.00	Monthly
19	RISK MANAGER * ASSIST. DIRECTOR, FOOD SERVICES	6,249.00	6,497.00	6,752.00	7,018.00	7,296.00	7,584.00	7,735.00	7,885.00	8,041.00	8,201.00	Monthly
21	OCCUPATIONAL THERAPIST	6,468.00	6,727.00	6,996.00	7,274.00	7,567.00	7,869.00	8,027.00	8,188.00	8,351.00	8,518.00	Monthly

* OVERTIME EXEMPT
** TEN MONTH EMPLOYEES

Each longevity step stands on its own and is not cumulative nor compounded. Longevity:
2% plus \$480 after ten (10) years of service with AUHSD
4% plus \$1,051 additional after fifteen (15) years of service with AUHSD
6% plus \$2,256 additional after twenty (20) years of service with AUHSD
9% plus \$3,334 additional after twenty-five (25) years of service with AUHSD
12% plus \$3,334 additional after thirty (30) years of service with AUHSD

**ANAHEIM UNION HIGH SCHOOL DISTRICT
CONFIDENTIAL**

2014/2015 SALARY SCHEDULE

Effective 7/1/2014 - Approved on 1/15/15 - REVISED 11/10/16

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	Monthly
60	GF SR ADMINISTRATIVE ASSISTANT	4,315.00	4,488.00	4,666.00	4,856.00	5,054.00	5,248.00	5,355.00	5,464.00	5,572.00	5,684.00	Monthly
61		4,549.00	4,724.00	4,902.00	5,091.00	5,289.00	5,484.00	5,590.00	5,699.00	5,807.00	5,918.00	Monthly
63	EXECUTIVE ASSISTANT	4,785.00	4,965.00	5,154.00	5,352.00	5,554.00	5,765.00	5,875.00	5,989.00	6,105.00	6,221.00	Monthly
67	HUMAN RESOURCES ASSISTANT SR EXECUTIVE ASSISTANT	5,248.00	5,447.00	5,654.00	5,873.00	6,097.00	6,329.00	6,450.00	6,577.00	6,702.00	6,834.00	Monthly

Each longevity step stands on its own and is not cumulative nor compounded. Longevity:

- 2% plus \$480 after ten (10) years of service with AUHSD
- 4% plus \$1071 additional after fifteen (15) years of service with AUHSD
- 6% plus \$2,250 additional after twenty (20) years of service with AUHSD
- 9% plus \$3,334 additional after twenty-five (25) years of service with AUHSD
- 12% plus \$3,334 additional after thirty (30) years of service with AUHSD

**ANAHEIM UNION HIGH SCHOOL DISTRICT
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME)
2014/2015 SALARY SCHEDULE**

Effective 7/1/2014 - BOT Approved on 7/16/15 - REVISED 11/10/16

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	Monthly Hourly
41	FOOD SERV ASST I	2,649.00 15.04	2,754.00 15.64	2,870.00 16.30	2,981.00 16.93	3,099.00 17.50	3,226.00 18.34	3,287.00 18.68	3,354.00 19.07	3,422.00 19.44	3,489.00 19.83	Monthly Hourly
48	CUSTODIAN AUDITORIUM OPER. ASSIST. CUSTODIAN-ATHLETIC FACIL	3,215.00 18.26	3,342.00 18.98	3,463.00 19.69	3,608.00 20.50	3,744.00 21.28	3,898.00 22.16	3,957.00 22.48	4,050.00 23.01	4,126.00 23.45	4,196.00 23.85	Monthly Hourly
49	ATH FAC WORKER I FOOD SERV ASST II GROUNDS MAINT WKR	3,223.00 18.31	3,353.00 19.07	3,480.00 19.77	3,624.00 20.59	3,771.00 21.42	3,923.00 22.30	3,995.00 22.70	4,081.00 23.19	4,158.00 23.63	4,238.00 24.10	Monthly Hourly
50	FOOD SERV ASST III SENIOR CUSTODIAN	3,350.00 19.03	3,482.00 19.79	3,609.00 20.51	3,755.00 21.33	3,900.00 22.17	4,053.00 23.03	4,126.00 23.45	4,211.00 23.92	4,288.00 24.35	4,369.00 24.83	Monthly Hourly
51	FOOD SERV ASST IV PREP WHSE WKR-CENTRAL SERV WHSE WKR-NUTR SERV NUTRITION SERVICES PROD ASST	3,383.00 19.21	3,515.00 19.98	3,662.00 20.80	3,805.00 21.63	3,959.00 22.49	4,115.00 23.38	4,194.00 23.84	4,285.00 24.34	4,365.00 24.82	4,459.00 25.34	Monthly Hourly
52	ATHL FAC WORKER II FOOD SERV ASST III-BI	3,408.00 19.36	3,555.00 20.21	3,689.00 20.96	3,827.00 21.75	3,995.00 22.70	4,154.00 23.61	4,237.00 24.09	4,315.00 24.51	4,406.00 25.04	4,496.00 25.55	Monthly Hourly
53	AUDITORIUM OPERATIONS TECH EQUIPMENT OPERATOR LIGHT DUTY MECHANIC MAINTENANCE SERVICES WORKER TECHNOLOGY SERVICES ASSISTANT	3,555.00 20.21	3,691.00 20.97	3,839.00 21.82	3,993.00 22.68	4,156.00 23.62	4,323.00 24.56	4,406.00 25.04	4,496.00 25.55	4,583.00 26.06	4,677.00 26.58	Monthly Hourly
55	BUS DRIVER EQUIPMENT REPAIR MECHANIC HEAVY EQUIPMENT OPERATOR INVENTORY CONTROL SPECIALIST SR EQUIP OPERATOR SR WHSE WKR-CENT WHSE SR WHSE WKR-NUTR SERV ATHLETIC FACILITIES TECHNICIAN NUTRITION SERVICES SOUS CHEF	3,731.00 21.21	3,877.00 22.03	4,032.00 22.91	4,194.00 23.84	4,363.00 24.81	4,537.00 25.78	4,624.00 26.28	4,718.00 26.81	4,812.00 27.35	4,912.00 27.91	Monthly Hourly

**ANAHEIM UNION HIGH SCHOOL DISTRICT
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME)
2014/2015 SALARY SCHEDULE**

Effective 7/1/2014 - BOT Approved on 7/16/15 - REVISED 11/10/16

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	Monthly Hourly
57	DRIVER INSTRUCTOR IRRIGATION SYSTEM TECH MAINTENANCE GLAZIER MAINTENANCE PAINTER POOL MAINTENANCE TECH TECHNOLOGY SERVICES TECH	3,922.00 22.30	4,070.00 23.12	4,235.00 24.08	4,404.00 25.03	4,580.00 26.04	4,760.00 27.05	4,860.00 27.61	4,959.00 28.19	5,057.00 28.74	5,157.00 29.32	Monthly Hourly
59	ELECTRONICS TECH GRAPHIC ARTS TECH MAINTENANCE CARPENTER MAINTENANCE FLR/PLUS WKR MAINTENANCE LOCKSMITH MAINTENANCE PLUMBER OFFSET PRESS OPERATOR SHOP EQUIPMENT REPAIR TECH TRANSPORTATION DISPATCHER	4,112.00 23.37	4,278.00 24.31	4,445.00 25.25	4,623.00 26.27	4,809.00 27.34	5,002.00 28.42	5,101.00 28.99	5,204.00 29.57	5,308.00 30.17	5,411.00 30.75	Monthly Hourly
61	AUDIO-VISUAL TECH FOOD SERVICES EQUIPMENT TECH HVAC ENERGY MAINT CONT SYS TECH INSTRUMENT REPAIR TECH MAINTENANCE ELECTRICIAN MAINTENANCE WELDER-FABRICATOR MECHANIC TRANSPORTATION OPERATIONS SPEC	4,315.00 24.51	4,488.00 25.52	4,666.00 26.51	4,856.00 27.58	5,054.00 28.72	5,248.00 29.83	5,355.00 30.42	5,463.00 31.04	5,572.00 31.65	5,684.00 32.30	Monthly Hourly
62		4,496.00 25.55	4,682.00 26.60	4,867.00 27.65	5,062.00 28.77	5,262.00 29.90	5,476.00 31.12	5,589.00 31.76	5,702.00 32.40	5,821.00 33.09	5,935.00 33.73	Monthly Hourly
63	SR GRAPH ARTS TECH	4,534.00 25.76	4,711.00 26.78	4,900.00 27.85	5,100.00 28.97	5,303.00 30.12	5,512.00 31.32	5,624.00 31.96	5,736.00 32.60	5,851.00 33.25	5,970.00 33.93	Monthly Hourly
67	NETWORK TECHNICIAN	4,998.00 28.39	5,196.00 29.52	5,402.00 30.70	5,622.00 31.94	5,845.00 33.21	6,077.00 34.53	6,200.00 35.23	6,326.00 35.94	6,449.00 36.64	6,581.00 37.38	Monthly Hourly

Unit members will be eligible for long service recognition (longevity) upon the completion of ten (10) years of service in the Anaheim Union High School District under the following plan:

- 2% plus \$441 after ten (10) years of service with AUHSD
- 4% plus \$1,163 additional after fifteen (15) years of service with AUHSD
- 6% plus \$2,457 additional after twenty (20) years of service with AUHSD
- 9% plus \$3,426 additional after twenty-five (25) years of service with AUHSD
- 12% plus \$3,426 additional after thirty (30) years of service with AUHSD

Percentages and flat rates stand alone. They are not added together or compounded

Bilingual stipend and Nightwork differential: \$131.00

**ANAHEIM UNION HIGH SCHOOL DISTRICT
CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION (CSEA)
2014/2015 SALARY SCHEDULE**

Effective 7/1/2014 - Approved on 12/11/14 - REVISED 11/10/16

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	Monthly Hourly
41	CAMPUS SAFETY AIDE	2,649.00 15.04	2,754.00 15.65	2,870.00 16.30	2,981.00 16.92	3,099.00 17.61	3,226.00 18.33	3,287.00 18.69	3,354.00 19.05	3,422.00 19.44	3,489.00 19.83	Monthly Hourly
43	INSTR ASSISTANT INSTR ASSIST-SPECIALIZED ACADEMIC INSTR. OFFICE ASSISTANT	2,779.00 15.80	2,895.00 16.46	3,015.00 17.13	3,132.00 17.80	3,257.00 18.50	3,392.00 19.27	3,456.00 19.65	3,522.00 20.01	3,594.00 20.42	3,666.00 20.83	Monthly Hourly
47	INSTR ASST-BILING (SPANISH) INSTR ASST-BILING (VIETNAMESE) INSTR ASST-BILING (KOREAN) INSTR ASST-BILING (ARABIC) INSTR ASST-BILING (ROMANIAN) INSTR ASST-SPEC ACAD. INSTRUCTION-BIL OFFICE ASST-BIL SCHOOL COMMUNITY LIAISON COMPUTER LAB ASSIST	3,064.00 17.40	3,189.00 18.12	3,313.00 18.82	3,453.00 19.62	3,588.00 20.39	3,732.00 21.22	3,807.00 21.63	3,881.00 22.04	3,963.00 22.51	4,035.00 22.94	Monthly Hourly
49	DISTRICT RECEPTIONIST FACILITIES PLANNING ASSISTANT HEALTH SERVICES TECH I INSTR ASST - ADULT TRANS. INSTR ASST - BEHAVIORAL SUPPORT INSTR ASST - MATHEMATICS INSTR ASST - MED FRAGILE/ORTHO IMPAIRED INSTR ASST - SPECIAL ABILITIES INSTR ASST - SPEC. (D/HH or VJ) INSTR ASST - STU/PAR LIA/BIL LANG TESTING ASST CHILD WELFARE & ATTENDANCE LIAISON PUBLICATIONS TECH SCHOOL LIBRARY/MEDIA TECH SECRETARY - ATTENDANCE SECRETARY - PROGRAM SUPPORT SECRETARY - REGISTRAR/RECORDS SECRETARY - SCHOOL SUPPORT WORKABILITY PLACEMENT ASST	3,223.00 18.31	3,353.00 19.05	3,480.00 19.77	3,624.00 20.59	3,771.00 21.43	3,923.00 22.30	3,995.00 22.71	4,081.00 23.20	4,158.00 23.63	4,238.00 24.09	Monthly Hourly
51	DISTRICT RECEPTIONIST FACILITIES PLANNING ASSISTANT HEALTH SERVICES TECH I INSTR ASST - ADULT TRANS. INSTR ASST - BEHAVIORAL SUPPORT INSTR ASST - MATHEMATICS INSTR ASST - MED FRAGILE/ORTHO IMPAIRED INSTR ASST - SPECIAL ABILITIES INSTR ASST - SPEC. (D/HH or VJ) INSTR ASST - STU/PAR LIA/BIL LANG TESTING ASST CHILD WELFARE & ATTENDANCE LIAISON PUBLICATIONS TECH SCHOOL LIBRARY/MEDIA TECH SECRETARY - ATTENDANCE SECRETARY - PROGRAM SUPPORT SECRETARY - REGISTRAR/RECORDS SECRETARY - SCHOOL SUPPORT WORKABILITY PLACEMENT ASST	3,383.00 19.21	3,515.00 19.99	3,662.00 20.81	3,805.00 21.62	3,959.00 22.50	4,115.00 23.39	4,194.00 23.83	4,285.00 24.34	4,365.00 24.81	4,459.00 25.34	Monthly Hourly
53	SECRETARY-BILING/PROGRAM SUPPORT SECRETARY-BILING/SCHOOL SUPPORT SECRETARY-BILING/ATTENDANCE SECRETARY-BILING/REGISTRAR-RECORDS TRANSLATOR	3,555.00 20.19	3,691.00 20.97	3,839.00 21.82	3,993.00 22.70	4,156.00 23.62	4,323.00 24.56	4,406.00 25.04	4,496.00 25.55	4,583.00 26.04	4,677.00 26.59	Monthly Hourly
54	SECRETARY-BILING/REGISTRAR-RECORDS TRANSLATOR	3,652.00	3,807.00	3,959.00	4,124.00	4,287.00	4,462.00	4,549.00	4,646.00	4,738.00	4,840.00	Monthly

**ANAHEIM UNION HIGH SCHOOL DISTRICT
CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION (CSEA)
2014/2015 SALARY SCHEDULE**

Effective 7/1/2014 - Approved on 12/11/14 - REVISED 11/10/16

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	Hourly
		20.77	21.63	22.50	23.43	24.35	25.35	25.86	26.40	26.93	27.50	Hourly
55	ASB ACCOUNT TECH BRAILLE TRANSCRIBER INFO SYSTEMS TECH JOB DEVELOPER / JOB COACH LICENSED VOCATIONAL NURSE SIGN LANG INTERP	3,731.00 21.21	3,877.00 22.03	4,032.00 22.91	4,194.00 23.83	4,363.00 24.81	4,537.00 25.78	4,624.00 26.28	4,718.00 26.81	4,812.00 27.34	4,912.00 27.90	Monthly Hourly
57	ACCOUNTING TECH ASSESS/EVAL TECH BENEFITS TECH BUSINESS TECH CREDENTIALS TECH FOOD SERV TECH HUMAN RESOURCES TECH PAYROLL TECH RISK MANAGEMENT TECH SPEECH LANGUAGE PATHOLOGY ASST ADMINISTRATIVE ASST	3,922.00 22.28	4,070.00 23.12	4,235.00 24.08	4,404.00 25.03	4,580.00 26.01	4,760.00 27.05	4,860.00 27.61	4,959.00 28.19	5,057.00 28.74	5,157.00 29.30	Monthly Hourly
59	INFORMATION SYSTEMS SPECIALIST I SR ACCOUNTING TECH SR PAYROLL TECH ADMIN ASST BILINGUAL SENIOR BUDGET TECHNICIAN LEGAL ADMIN ASST. SR ADMIN ASST PROGRAM SUPPORT SR ADMIN ASST SCHOOL SUPPORT SR ADMIN PROCUREMENT ASST. SR CREDENTIAL TECH	4,112.00 23.37	4,278.00 24.32	4,445.00 25.26	4,623.00 26.27	4,809.00 27.33	5,002.00 28.42	5,101.00 28.99	5,204.00 29.57	5,308.00 30.17	5,411.00 30.75	Monthly Hourly
61	WEB MASTER SR ADMIN ASST SCHOOL SUP / BIL SR ADMIN ASST PROG SUP / BIL	4,315.00 24.51	4,488.00 25.51	4,666.00 26.52	4,856.00 27.58	5,054.00 28.72	5,248.00 29.83	5,355.00 30.43	5,463.00 31.05	5,572.00 31.66	5,684.00 32.30	Monthly Hourly
62	PARENT INVOLVEMENT SPECIALIST	4,496.00 25.55	4,682.00 26.60	4,867.00 27.65	5,100.00 28.77	5,262.00 29.90	5,476.00 31.12	5,589.00 31.76	5,702.00 32.40	5,821.00 33.09	5,935.00 33.73	Monthly Hourly
63	BUYER INFORMATION SYSTEMS SPECIALIST II FOOD SERV ACCOUNTING SPECIALIST PROCUREMENT CONTRACT SPECIALIST BEHAVIOR INTERVENTION SPECIALIST	4,534.00 25.76	4,711.00 26.77	4,900.00 27.85	5,100.00 28.99	5,303.00 30.15	5,512.00 31.32	5,624.00 31.96	5,736.00 32.60	5,851.00 33.25	5,970.00 33.93	Monthly Hourly
65	ART DESIGNER	4,763.00 27.05	4,954.00 28.11	5,152.00 29.24	5,358.00 30.44	5,572.00 31.65	5,795.00 32.89	5,911.00 33.56	6,029.00 34.22	6,150.00 34.91	6,273.00 35.62	Monthly Hourly

**ANAHEIM UNION HIGH SCHOOL DISTRICT
CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION (CSEA)
2014/2015 SALARY SCHEDULE**

Effective 7/1/2014 - Approved on 12/11/14 - REVISED 11/10/16

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
66		6,072.00	6,311.00	6,568.00	6,832.00	7,106.00	7,388.00	7,532.00	7,683.00	7,840.00	7,996.00	Monthly
		34.50	35.86	37.32	38.82	40.37	41.98	42.78	43.65	44.55	45.44	Hourly
75	NETWORK ANALYST PROGRAMMER ANALYST	6,382.00	6,631.00	6,895.00	7,170.00	7,454.00	7,758.00	7,910.00	8,071.00	8,236.00	8,399.00	Monthly
		36.26	37.68	39.18	40.74	42.35	44.08	44.94	45.85	46.80	47.72	Hourly
76	SYSTEMS ADMIN	6,573.00	6,830.00	7,102.00	7,385.00	7,678.00	7,991.00	8,147.00	8,313.00	8,483.00	8,651.00	Monthly
		37.35	38.81	40.36	41.96	43.62	45.40	46.29	47.23	48.20	49.15	Hourly

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- 2% plus \$480 additional after ten (10) years of service with the AUHSD
- 4% plus \$1,427 additional after fifteen (15) years of service with the AUHSD
- 6% plus \$2,626 additional after twenty (20) years of service with AUHSD
- 9% plus \$3,426 additional after twenty-five (25) years of service with AUHSD
- 12% plus 3,426 additional after thirty (30) years of service with AUHSD Percentages and flat rates stand alone. They are not added together or compounded

Bilingual stipend and Nightwork differential: \$131.00

ANAHEIM UNION HIGH SCHOOL DISTRICT
MANAGEMENT

2013/2014 SALARY SCHEDULE

Effective 7/1/2013 - Approved on 12/12/13 - REVISED 10/11/16

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	Monthly
1	** CATERING MANAGER	3,945.00	4,094.00	4,235.00	4,422.00	4,590.00	4,764.00	4,863.00	4,953.00	5,056.00	5,153.00	Monthly
2	PLANT MANAGER I	4,050.00	4,199.00	4,361.00	4,527.00	4,696.00	4,869.00	4,969.00	5,059.00	5,161.00	5,258.00	Monthly
3	** F S SITE MGR I	4,137.00	4,298.00	4,460.00	4,634.00	4,815.00	5,004.00	5,100.00	5,199.00	5,301.00	5,403.00	Monthly
4	PLANT MANAGER II	4,242.00	4,403.00	4,567.00	4,739.00	4,922.00	5,110.00	5,205.00	5,304.00	5,406.00	5,509.00	Monthly
5	** FOOD SERV MGR II	4,333.00	4,504.00	4,678.00	4,862.00	5,051.00	5,245.00	5,350.00	5,455.00	5,561.00	5,670.00	Monthly
6	MAINTENANCE FOREMAN	4,314.00	4,483.00	4,657.00	4,842.00	5,031.00	5,224.00	5,330.00	5,435.00	5,541.00	5,650.00	Monthly
7	ACCOUNTING SUPV PERFORMING ARTS SUPV * WAREHOUSE SUPV	4,524.00	4,699.00	4,882.00	5,080.00	5,276.00	5,480.00	5,591.00	5,700.00	5,811.00	5,924.00	Monthly
8	* OPERATIONS SUPV	4,650.00	4,827.00	5,009.00	5,204.00	5,404.00	5,605.00	5,714.00	5,825.00	5,937.00	6,052.00	Monthly
9	*ACCOUNTANT BUDGET ANALYST COMMUNITY USE OF FACILITIES SUPV EMPLOYEE RELATIONS ANALYST GARAGE SUPERVISOR GRAPHIC PRODUCTION MANAGER HR ANALYST PAYROLL SUPERVISOR LAC SUPERVISOR FOOD SERVICES SUPV	4,741.00	4,929.00	5,123.00	5,324.00	5,536.00	5,747.00	5,861.00	5,978.00	6,095.00	6,214.00	Monthly
11		4,978.00	5,172.00	5,373.00	5,586.00	5,804.00	6,031.00	6,153.00	6,273.00	6,394.00	6,522.00	Monthly
13	* EDUCATION TECHNOLOGY SUPERVISOR * MAINTENANCE SUPERVISOR * PROJECT MANAGER SR BUDGET ANALYST	5,221.00	5,425.00	5,638.00	5,860.00	6,092.00	6,330.00	6,455.00	6,582.00	6,713.00	6,844.00	Monthly
16	ACCOUNTING MANAGER	5,643.00	5,864.00	6,096.00	6,336.00	6,585.00	6,844.00	6,977.00	7,116.00	7,256.00	7,399.00	Monthly
19	PUBLIC INFORMATION MANAGER RISK MANAGER * ASSIST. DIRECTOR, FOOD SERVICES	6,097.00	6,339.00	6,587.00	6,847.00	7,118.00	7,399.00	7,546.00	7,693.00	7,845.00	8,001.00	Monthly
21	OCCUPATIONAL THERAPIST * OVERTIME EXEMPT ** TEN MONTH EMPLOYEES	6,310.00	6,563.00	6,825.00	7,097.00	7,382.00	7,677.00	7,831.00	7,988.00	8,147.00	8,310.00	Monthly

Each longevity step stands on its own and is not cumulative nor compounded.

Longevity:

2% plus \$371 after ten (10) years of service with AUHSD

4% plus \$902 additional after fifteen (15) years of service with AUHSD

6% plus \$2,016 additional after twenty (20) years of service with AUHSD

9% plus \$3,023 additional after twenty-five (25) years of service with AUHSD

12% plus \$3,023 additional after thirty (30) years of service with AUHSD

**ANAHEIM UNION HIGH SCHOOL DISTRICT
CONFIDENTIAL**

2013/2014 SALARY SCHEDULE

Effective 7/1/2013 - BOT Approved on 1/9/14

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
60	GF SR ADMINISTRATIVE ASSISTANT	4,210.00	4,379.00	4,552.00	4,738.00	4,931.00	5,120.00	5,224.00	5,331.00	5,436.00	5,545.00	Monthly
61		4,438.00	4,609.00	4,782.00	4,967.00	5,160.00	5,350.00	5,454.00	5,560.00	5,665.00	5,774.00	Monthly
63	EXECUTIVE ASSISTANT HUMAN RESOURCES ASSISTANT	4,668.00	4,844.00	5,028.00	5,221.00	5,419.00	5,624.00	5,732.00	5,843.00	5,956.00	6,069.00	Monthly
67	SR EXECUTIVE ASSISTANT	5,120.00	5,314.00	5,516.00	5,730.00	5,948.00	6,175.00	6,293.00	6,417.00	6,539.00	6,667.00	Monthly

Each longevity step stands on its own and is not cumulative nor compounded.

Longevity:

2% plus \$371 after ten (10) years of service with AUHSD

4% plus \$902 additional after fifteen (15) years of service with AUHSD

6% plus \$2016 additional after twenty (20) years of service with AUHSD

9% plus \$3023 additional after twenty-five (25) years of service with AUHSD

12% plus \$3023 additional after thirty (30) years of service with AUHSD

**ANAHEIM UNION HIGH SCHOOL DISTRICT
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME)
2013/2014 SALARY SCHEDULE**
Effective 7/1/2013 - BOT Approved on 1/9/14

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	Monthly Hourly
41	FOOD SERV ASST I	2,584.00 14.67	2,687.00 15.26	2,800.00 15.90	2,908.00 16.52	3,023.00 17.17	3,147.00 17.89	3,207.00 18.22	3,272.00 18.60	3,339.00 18.97	3,404.00 19.35	Monthly Hourly
48	CUSTODIAN AUDITORIUM OPER. ASSIST. CUSTODIAN-ATHLETIC FACIL	3,137.00 17.81	3,260.00 18.52	3,379.00 19.21	3,520.00 20.00	3,653.00 20.76	3,803.00 21.62	3,860.00 21.93	3,951.00 22.45	4,025.00 22.88	4,094.00 23.27	Monthly Hourly
49	ATH FAC WORKER I FOOD SERV ASST II GROUNDS MAINT WKR	3,144.00 17.86	3,271.00 18.60	3,395.00 19.29	3,536.00 20.09	3,679.00 20.90	3,827.00 21.76	3,898.00 22.15	3,981.00 22.62	4,057.00 23.05	4,135.00 23.51	Monthly Hourly
50	FOOD SERV ASST III SENIOR CUSTODIAN	3,268.00 18.57	3,397.00 19.31	3,521.00 20.01	3,663.00 20.81	3,805.00 21.63	3,954.00 22.47	4,025.00 22.88	4,108.00 23.34	4,183.00 23.76	4,262.00 24.22	Monthly Hourly
51	FOOD SERV ASST IV PREP WHSE WKR-CENTRAL SERV WHSE WKR-NUTR SERV NUTRITION SERVICES PROD ASST	3,300.00 18.74	3,429.00 19.49	3,573.00 20.29	3,712.00 21.10	3,862.00 21.94	4,015.00 22.81	4,092.00 23.26	4,180.00 23.75	4,259.00 24.21	4,350.00 24.72	Monthly Hourly
52	ATHL FAC WORKER II FOOD SERV ASST III-BI	3,325.00 18.89	3,468.00 19.72	3,599.00 20.45	3,734.00 21.22	3,898.00 22.15	4,053.00 23.03	4,134.00 23.50	4,210.00 23.91	4,299.00 24.43	4,386.00 24.93	Monthly Hourly
53	AUDITORIUM OPERATIONS TECH EQUIPMENT OPERATOR MAINTENANCE SERVICE WORKER TECHNOLOGY SERVICES ASSISTANT	3,468.00 19.72	3,601.00 20.46	3,745.00 21.29	3,896.00 22.13	4,055.00 23.04	4,218.00 23.96	4,299.00 24.43	4,386.00 24.93	4,471.00 25.41	4,563.00 25.93	Monthly Hourly
55	BUS DRIVER EQUIPMENT REPAIR MECHANIC HEAVY EQUIPMENT OPERATOR INVENTORY CONTROL SPECIALIST SR EQUIP OPERATOR SR WHSE WKR-CENT WHSE SR WHSE WKR-NUTR SERV ATHLETIC FACILITIES TECHNICIAN NUTRITION SERVICES SOUS CHEF	3,640.00 20.69	3,782.00 21.49	3,934.00 22.35	4,092.00 23.26	4,257.00 24.20	4,426.00 25.15	4,511.00 25.64	4,603.00 26.16	4,695.00 26.68	4,792.00 27.23	Monthly Hourly

**ANAHEIM UNION HIGH SCHOOL DISTRICT
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME)
2013/2014 SALARY SCHEDULE**

Effective 7/1/2013 - BOT Approved on 1/9/14

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	Monthly Hourly
57	DRIVER INSTRUCTOR IRRIGATION SYSTEM TECH MAINTENANCE GLAZIER MAINTENANCE PAINTER POOL MAINTENANCE TECH TECHNOLOGY SERVICES TECH	3,826.00 21.76	3,971.00 22.56	4,132.00 23.49	4,297.00 24.42	4,468.00 25.40	4,644.00 26.39	4,741.00 26.94	4,838.00 27.50	4,934.00 28.04	5,031.00 28.60	Monthly Hourly
59	ELECTRONICS TECH GRAPHIC ARTS TECH MAINTENANCE CARPENTER MAINTENANCE FLR/PLAS WKR MAINTENANCE LOCKSMITH MAINTENANCE PLUMBER OFFSET PRESS OPERATOR SHOP EQUIPMENT REPAIR TECH TRANSPORTATION DISPATCHER	4,012.00 22.80	4,174.00 23.72	4,337.00 24.63	4,510.00 25.63	4,692.00 26.67	4,880.00 27.73	4,977.00 28.28	5,077.00 28.85	5,179.00 29.43	5,279.00 30.00	Monthly Hourly
61	AUDIO-VISUAL TECH FOOD SERVICES EQUIPMENT TECH HVAC ENERGY MAINT CONT SYS TECH INSTRUMENT REPAIR TECH MAINTENANCE ELECTRICIAN MAINTENANCE WELDER-FABRICATOR MECHANIC TRANSPORTATION OPERATIONS SPEC	4,210.00 23.91	4,379.00 24.90	4,552.00 25.86	4,738.00 26.91	4,931.00 28.02	5,120.00 29.10	5,224.00 29.68	5,330.00 30.28	5,436.00 30.88	5,545.00 31.51	Monthly Hourly
62		4,386.00 24.93	4,568.00 25.95	4,748.00 26.98	4,939.00 28.07	5,134.00 29.17	5,342.00 30.36	5,453.00 30.99	5,563.00 31.61	5,679.00 32.28	5,790.00 32.91	Monthly Hourly
63	SR GRAPH ARTS TECH	4,423.00 25.13	4,596.00 26.13	4,780.00 27.17	4,976.00 28.26	5,174.00 29.39	5,378.00 30.56	5,487.00 31.18	5,596.00 31.80	5,708.00 32.44	5,824.00 33.10	Monthly Hourly
67	NETWORK TECHNICIAN	4,876.00 27.70	5,069.00 28.80	5,270.00 29.95	5,485.00 31.16	5,702.00 32.40	5,929.00 33.69	6,049.00 34.37	6,172.00 35.06	6,292.00 35.75	6,420.00 36.47	Monthly Hourly

Unit members will be eligible for long service recognition (longevity) upon the completion of ten (10) years of service in the Anaheim Union High School District under the following plan:

- 2% plus \$333 after ten (10) years of service with AUHSD
- 4% plus \$1,081 additional after fifteen (15) years of service with AUHSD
- 6% plus \$2,283 additional after twenty (20) years of service with AUHSD
- 9% plus \$3,183 additional after twenty-five (25) years of service with AUHSD 12% plus \$3,183 additional after thirty (30) years of service with AUHSD

Percentages and flat rates stand alone. They are not added together or compounded

Bilingual stipend and Nightwork differential: \$128.00

**ANAHEIM UNION HIGH SCHOOL DISTRICT
CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION (CSEA)
2013/2014 SALARY SCHEDULE**

Effective 7/1/2013 - BOT Approved on 11/7/2013

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
41	CAMPUS SAFETY AIDE	2,584.00 14.67	2,687.00 15.27	2,800.00 15.90	2,908.00 16.51	3,023.00 17.18	3,147.00 17.88	3,207.00 18.23	3,272.00 18.59	3,339.00 18.97	3,404.00 19.35	Monthly Hourly
43	INSTR ASSISTANT INSTR ASST-SPECIALIZED ACADEMIC INSTR. OFFICE ASSISTANT	2,711.00 15.41	2,825.00 16.06	2,941.00 16.71	3,056.00 17.37	3,178.00 18.05	3,309.00 18.80	3,372.00 19.17	3,436.00 19.52	3,506.00 19.92	3,577.00 20.32	Monthly Hourly
47	HEALTH SERVICES TECHNICIAN I INSTR ASST-BILING (SPANISH) INSTR ASST-BILING (VIETNAMESE) INSTR ASST-BILING (KOREAN) INSTR ASST-BILING (ARABIC) INSTR ASST-BILING (ROMANIAN) INSTR ASST-SPECIALIZED ACADEMIC INST. BIL OFFICE ASST-BIL SCHOOL COMMUNITY LIAISON COMPUTER LAB ASSIST	2,989.00 16.98	3,111.00 17.68	3,232.00 18.36	3,369.00 19.14	3,500.00 19.89	3,641.00 20.70	3,714.00 21.10	3,786.00 21.50	3,866.00 21.96	3,937.00 22.38	Monthly Hourly
49		3,144.00 17.86	3,271.00 18.59	3,395.00 19.29	3,536.00 20.09	3,679.00 20.91	3,827.00 21.76	3,898.00 22.16	3,981.00 22.63	4,057.00 23.05	4,135.00 23.50	Monthly Hourly
51	DISTRICT RECEPTIONIST FACILITIES PLANNING ASSISTANT INSTR ASST - ADULT TRANS. INSTR ASST - BEHAVIORAL SUPPORT INSTR ASST - MATHEMATICS INSTR ASST - MED FRAGILE/ORTHO IMPAIRED INSTR ASST - SPECIAL ABILITIES INSTR ASST - SPEC. (D/HH or VI) INSTR ASST - STUDENT/PARENT LIAISON BIL LANGUAGE TESTING ASST CHILD WELFARE & ATTENDANCE LIAISON PUBLICATIONS TECH SCHOOL LIBRARY/MEDIA TECH SECRETARY - ATTENDANCE SECRETARY - PROGRAM SUPPORT SECRETARY - REGISTRAR/RECORDS SECRETARY - SCHOOL SUPPORT WORKABILITY PLACEMENT ASST	3,300.00 18.74	3,429.00 19.50	3,573.00 20.30	3,712.00 21.09	3,862.00 21.95	4,015.00 22.82	4,092.00 23.25	4,180.00 23.75	4,259.00 24.20	4,350.00 24.72	Monthly Hourly
53	SECRETARY-BILING/PROGRAM SUPPORT SECRETARY-BILING/SCHOOL SUPPORT SECRETARY-BILING/ATTENDANCE SECRETARY-BILING/REGISTRAR-RECORDS TRANSLATOR	3,468.00 19.70	3,601.00 20.46	3,745.00 21.29	3,896.00 22.15	4,055.00 23.04	4,218.00 23.96	4,299.00 24.43	4,386.00 24.93	4,471.00 25.40	4,563.00 25.94	Monthly Hourly

**ANAHEIM UNION HIGH SCHOOL DISTRICT
CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION (CSEA)
2013/2014 SALARY SCHEDULE**

Effective 7/1/2013 - BOT Approved on 11/7/2013

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	Monthly Hourly
54		3,563.00 20.26	3,714.00 21.10	3,862.00 21.95	4,023.00 22.86	4,182.00 23.76	4,353.00 24.73	4,438.00 25.23	4,533.00 25.76	4,622.00 26.27	4,722.00 26.83	Monthly Hourly
55	ASB ACCOUNT TECH BRILLE TRANSCRIBER HEALTH SERVICES TECH III INFO SYSTEMS TECH JOB DEVELOPER / JOB COACH LICENSED VOCATIONAL NURSE SIGN LANG INTERP	3,640.00 20.69	3,782.00 21.49	3,934.00 22.35	4,092.00 23.25	4,257.00 24.20	4,426.00 25.15	4,511.00 25.64	4,603.00 26.16	4,695.00 26.67	4,792.00 27.22	Monthly Hourly
57	ACCOUNTING TECH ASSES/EVAL TECH BENEFITS TECH BUSINESS TECH CREDENTIALS TECH FOOD SERV TECH HUMAN RESOURCES TECH PAYROLL TECH RISK MANAGEMENT TECH SPEECH LANGUAGE PATHOLOGY ASST ADMINISTRATIVE ASST	3,826.00 21.74	3,971.00 22.56	4,132.00 23.49	4,297.00 24.42	4,468.00 25.38	4,644.00 26.39	4,741.00 26.94	4,838.00 27.50	4,934.00 28.04	5,031.00 28.59	Monthly Hourly
59	INFORMATION SYSTEMS SPECIALIST I SR ACCOUNTING TECH SR PAYROLL TECH ADMIN ASST BILINGUAL SENIOR BUDGET TECHNICIAN LEGAL ADMIN ASST. SR ADMIN ASST PROGRAM SUPPORT SR ADMIN ASST SCHOOL SUPPORT SR ADMIN PROCUREMENT ASST. SR CREDENTIAL TECH	4,012.00 22.80	4,174.00 23.73	4,337.00 24.64	4,510.00 25.63	4,692.00 26.66	4,880.00 27.73	4,977.00 28.28	5,077.00 28.85	5,179.00 29.43	5,279.00 30.00	Monthly Hourly
61	WEB MASTER SR ADMIN ASST SCHOOL SUP / BIL SR ADMIN ASST PROG SUP / BIL	4,210.00 23.91	4,379.00 24.89	4,552.00 25.87	4,738.00 26.91	4,931.00 28.02	5,120.00 29.10	5,224.00 29.69	5,330.00 30.29	5,436.00 30.89	5,545.00 31.51	Monthly Hourly
62	PARENT INVOLVEMENT SPECIALIST	4,386.00 24.93	4,568.00 25.95	4,748.00 26.98	4,976.00 28.07	5,134.00 29.17	5,342.00 30.36	5,453.00 30.99	5,563.00 31.61	5,679.00 32.28	5,790.00 32.91	Monthly Hourly
63	BUYER INFORMATION SYSTEMS SPECIALIST II FOOD SERV ACCOUNTING SPECIALIST PROCUREMENT CONTRACT SPECIALIST	4,423.00 25.13	4,596.00 26.12	4,780.00 27.17	4,976.00 28.28	5,174.00 29.41	5,378.00 30.56	5,487.00 31.18	5,596.00 31.80	5,708.00 32.44	5,824.00 33.10	Monthly Hourly
75	NETWORK ANALYST PROGRAMMER ANALYST	5,924.00 33.66	6,157.00 34.99	6,408.00 36.41	6,665.00 37.87	6,933.00 39.39	7,208.00 40.96	7,348.00 41.74	7,496.00 42.59	7,649.00 43.46	7,801.00 44.33	Monthly Hourly

**ANAHEIM UNION HIGH SCHOOL DISTRICT
CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION (CSEA)
2013/2014 SALARY SCHEDULE**

Effective 7/17/2013 - BOT Approved on 11/7/2013

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	Monthly	Hourly
76	SYSTEMS ADMIN	6,226.00	6,469.00	6,727.00	6,995.00	7,272.00	7,569.00	7,717.00	7,874.00	8,035.00	8,194.00		
		35.38	36.76	38.22	39.75	41.32	43.00	43.84	44.73	45.66	46.56		

Unit members will be eligible for long service recognition (longevity) upon the completion of ten (10) years of service in the Anaheim Union High School District under the following plan:

- 2% plus \$371 additional after ten (10) years of service with the AUHSD
- 4% plus \$1,326 additional after fifteen (15) years of service with the AUHSD
- 6% plus \$2,440 additional after twenty (20) years of service with AUHSD
- 9% plus \$3,183 additional after twenty-five (25) years of service with AUHSD
- 12% plus \$3,183 additional after thirty (30) years of service with AUHSD

Percentages and flat rates stand alone. They are not added together or compounded

Bilingual stipend and Nightwork differential: \$128.00



California School Boards Association

October 24, 2016

DEADLINE: Saturday, January 7, 2017
BOARD ACTION REQUIRED
 Please deliver to all governing board members.

MEMORANDUM

To: All Board Presidents, Superintendents of CSBA Member Boards of Education

From: Chris Ungar, President

Re: Call for Nominations for CSBA Delegate Assembly

Each year, member boards elect representatives from 21 geographic regions to CSBA's Delegate Assembly. The Delegate Assembly is a vital link in the association's governance and sets the general policy direction for the association. Working with local districts, county offices, the Board of Directors, and Executive Committee, Delegates ensure that the association promotes the interests of school districts and county offices of education throughout the state. There are two required Delegate Assembly meetings each year. In 2017, the first meeting will be May 20-21 in Sacramento and the second one will be November 29-30 in San Diego preceding CSBA's Annual Education Conference and Trade show.

Nomination and candidate biographical sketch forms for CSBA's Delegate Assembly are now being accepted until **Saturday, January 7, 2017**. Nomination instructions are listed below:

- Any CSBA member board is eligible to nominate board members within their geographical region or subregion and may nominate as many individuals as it chooses by submitting a nomination form for each nominee.
- All nominees must serve on CSBA member boards and give their approval prior to being nominated.
- All nominees must submit a **one-page, single-sided**, candidate biographical sketch form. An optional one-page, one-sided résumé may also be submitted but cannot be substituted for the biographical sketch form.
- All nomination materials must be postmarked by the U.S.P.S., faxed or emailed no later than **Saturday, January 7**. It is the nominee's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office by this due date. Late submissions will not be accepted.
- Ballots will be mailed by Wednesday, February 1, 2017 and are due Wednesday, March 15, 2017.
- Elected Delegates serve a two-year term beginning April 1, 2017 through March 31, 2019.

The enclosed nomination materials related to the nomination process are available to download at <https://www.csba.org/About/Leadership/ElectionToCsbaOffice/ElectiontotheDelegateAssembly.aspx>. For more information about the Delegate Assembly, please contact the Executive Office or Charlyn Tuter at ctuter@csba.org or (800) 266-3382, ext. 3281. Thank you.

SPECIAL SERVICES AGREEMENT

THIS AGREEMENT is effective November 10, 2016, and it is made by and between Demsey, Filliger & Associates, LLC, hereinafter referred to as "CONTRACTOR," and the Anaheim Union High School District, hereinafter referred to as "District." DISTRICT and CONTRACTOR shall be collectively referred to as the Parties.

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advise in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, DISTRICT is in need of special services and advice in business, financial, economic, accounting, engineering, or administrative matters; and

WHEREAS, CONTRACTOR is specially trained, experienced, and competent to provide the special services and reports required.

NOW, THEREFORE, the parties hereto agree as follows:

1. Scope of Work. CONTRACTOR shall provide a GASB 45 actuarial valuation report as of July 1, 2016. The report will be an update of the actuarial valuation report that CONTRACTOR prepared for the District as of July 1, 2014. The scope of services will be in accordance with the CONTRACTOR's proposed scope of service and fees dated October 1, 2016, attached. CONTRACTOR shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement. CONTRACTOR'S services are to be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principals and practices of his/her profession.

The DISTRICT will prepare and furnish to the CONTRACTOR upon request such information as is reasonably necessary to the performance of the CONTRACTOR to this Agreement.

2. Term. CONTRACTOR will commence providing services under this Agreement upon notification of Board approval, and will diligently perform as required and complete said performance within 6 calendar weeks following receipt of all requested data from the DISTRICT, subject to termination as set forth in this Agreement. CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term including, but not limited to, obligations with respect to indemnification, audits, reporting, and accounting.

3. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to Section 1 of this Agreement a total fee of exactly five thousand five hundred dollars (\$5,500). DISTRICT shall pay this total fee to the CONTRACTOR within thirty (30) days of the DISTRICT's receipt of a draft actuarial report and invoice from CONTRACTOR. DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT. DISTRICT may withhold or delay any payment should CONTRACTOR fail to comply with any of the provisions set forth in this Agreement. CONTRACTOR shall have the reasonable expectation of receiving all requested data from the DISTRICT that CONTRACTOR requires in order to perform services hereunder.
4. Independent Contractor. CONTRACTOR, in performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this Agreement. CONTRACTOR assumes full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR'S employees.
5. Duty to Provide Fit Workers. CONTRACTOR shall at all times enforce strict discipline and good order among its employees and shall not employ on work any unfit person or anyone not skilled in work assigned to such person. It shall be the responsibility of CONTRACTOR to ensure compliance with this section. Any person in the employ of the CONTRACTOR whom DISTRICT may deem incompetent, unfit intemperate, troublesome or otherwise undesirable shall be excluded from the work site and shall not again be employed onsite without written consent of DISTRICT.
6. Copyright. CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of DISTRICT and cannot be used without DISTRICT'S express written permission. DISTRICT shall have all right, title, and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT.
7. Hold Harmless. CONTRACTOR agrees to and shall hold harmless and indemnify the DISTRICT, its Governing Board, and its officers, agents, and employees from every claim or demand made and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:
 - (a) Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage or expense sustained by the CONTRACTOR or any

person, firm or corporation employed by the CONTRACTOR upon or in connection with the services called for in this agreement except for liability for damages referred to above which result from the sole negligence or willful misconduct of the DISTRICT, its Governing Board, and its officers, employees, or agents.

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

The CONTRACTOR, at CONTRACTOR'S expense, cost and risk, shall defend any and all actions, suits, or other proceeding that may be brought or instituted against the DISTRICT, its Governing Board, and its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its Governing Board, and its officers, agents, or employees in any action, suit, or other proceedings as a result thereof.

- 8. Records. CONTRACTOR shall prepare and maintain accurate and complete financial records of its costs as they relate to the services provided by this Agreement. Financial records shall be retained for at least four (4) years from the date of final payment or until audit findings are resolved, whichever is longer. CONTRACTOR will maintain the confidentiality of all records, including billings, in accordance with all applicable County, State, and Federal statutes and regulations. CONTRACTOR shall inform all its officers, employees, and agents of their responsibility for maintaining the confidentiality provisions of this section.
- 9. Inspection and Audit. DISTRICT shall have access for the purpose of auditing or examining any records of CONTRACTOR pertinent to this Agreement. CONTRACTOR shall maintain records of services provided and financial records for a period of four (4) years, unless such period is waived by DISTRICT.
- 10. Termination. DISTRICT may, at any time, with or without reason, terminate this Agreement and compensate CONTRACTOR only for services rendered to the date of termination. Written notice by the DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received or no later than three (3) days after the day of mailing, whichever is sooner.
- 11. Assignment. The obligations of the CONTRACTOR pursuant to this Agreement shall not be assigned by the CONTRACTOR.

12. Compliance with Applicable Laws. The services completed herein must meet approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all applicable federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable CONTRACTOR'S business, equipment and personnel engaged in services covered by this Agreement or accruing out of the performance of such services.
13. Employment with Public Agency. CONTRACTOR, if an employee of another public agency, certifies that CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually performed pursuant to this Agreement.
14. Nondiscrimination. CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sect of such persons. SUBCONTRACTOR agrees to employ persons solely on the basis of merit without regard to race, religion, color, gender, national origin, sexual preference, medical condition, marital status, ancestry, age or physical or mental handicap.
15. Tobacco Use Policy. In the interest of public health, DISTRICT provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for by the DISTRICT. Failure to abide with conditions of this policy could result in the termination of this Agreement.
16. Notice. All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. As of the date of this Agreement, the addresses of the parties are as follows:

CONTRACTOR: Demsey, Filliger & Associates, LLC
21006 Devonshire, Suite 205
Chatsworth, CA 91311
Attn: Louis Filliger, Partner

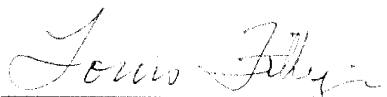
DISTRICT: Anaheim Union High School District
501 Crescent Way
Anaheim, CA 92803
Attn: **Jennifer Root** , Assistant Superintendent, Business

17. Non Waiver. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
18. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
19. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorney's fees.
20. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California.
21. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement.

IN WITNESS WHEREOF, the Parties hereto set their hands.

CONTRACTOR:

DISTRICT:



(Signature, Authorized Representative)

(Signature, Authorized Representative)

Louis Filliger

Signer's Name

Jennifer Root

Name

Partner

Title

Assistant Superintendent, Business

Title

14-1841288

(Taxpayer Identification Number)

October 4, 2016

(Date)

November 10, 2016

(Date)



Scope of Work

Demsey, Filliger & Associates (DF&A) will provide Anaheim Union High School District with an actuarial report as of July 1, 2016, setting forth all District liabilities of the postretirement health benefit program, including a 50-year projection of District expenditures under the plan. Our report will contain the following information:

- Disclosure of the postretirement benefit obligations and Annual Required Contributions (ARC) in accordance with the GASB Other Postemployment Benefits (OPEB) accounting standard (GASB 45), for the fiscal year ending June 30, 2017;
- Disclosures for the trust funds as may be required by GASB 43;
- Projected annual pay-as-you-go District expenditures for the next 50 years;
- Recommended level annual funding amounts, to pre-fund the obligations as a flat dollar amount, a constant percent increase each year, or a level percent of unfunded liability;
- Reconciliation of Accrued Liability and Net OPEB Obligation with prior actuarial report;
- Breakdown of ARC and AL by employee/retiree classification; and
- Summary of plan provisions, actuarial assumptions, and certification.

In addition to the report, we provide ongoing assistance in the preparation or review of GASB 45 (OPEB) footnote disclosures at the time the District prepares its financial statements.

Fees

Our flat fee for the services listed above (including telephone support to explain and discuss the report) will be \$5,500, and is all-inclusive based on the scope of the project outlined above. No other expenses would be charged to the project, except as noted in the next section.

Optional services that would require additional charges

(1) The \$5,500 does not include the cost (including any direct expenses) of an on-site presentation to the District's Board, if requested. The on-site presentation may be requested later at the District's option; DF&A's fee for the presentation would be \$1,250 inclusive of any direct expenses.

RUN-OFF CLAIMS ADMINISTRATION AGREEMENT

This Run-Off Claims Administration Agreement (“Agreement”) is made and entered into by and between **Anaheim Union High School District** (“Client”) and **Keenan & Associates** (“Keenan”). Client and Keenan are also referred to individually as a “party” and collectively as the “parties.”

RECITALS

- A. Client has established a deductible Workers’ Compensation program for the benefit of its employees (“Program”).
- B. Keenan is a specialty insurance services provider with special expertise in the insurance and services needs of California school districts, municipalities, health care providers and their related entities and, as such, is qualified to provide the services described in this Agreement and other services that Client may request from time to time.
- C. Client has requested that Keenan perform claims administration functions for the Program as described herein.

AGREEMENT

The parties agree as follows:

1. **TERM:**

The term of this Agreement is from **October 1, 2016** through **September 30, 2017** (“Term”) unless terminated earlier as provided herein.

2. **KEENAN RESPONSIBILITIES AND SCOPE OF SERVICES:**

- A. Keenan shall provide Client with the services described in Exhibit A and Exhibit A-1 (“Services”) for Client’s Workers’ Compensation claims.
- B. The relationship of the parties shall be that of independent contractor and each party shall at all times remain responsible for its own operational and personnel expenses. Under no circumstance shall any employee of one party look to the other party for any payment or the provision of any benefit, including without exception, workers’ compensation coverage. Except as may be expressly set forth in or contemplated by this Agreement, neither party shall have the right to act on behalf of the other to any contract or other obligation.
- C. Keenan’s services are limited to the specific obligations described herein. Client shall remain responsible for all other aspects of the Program. Keenan shall not provide any legal,

tax, or accounting service, advice, or opinion, and under no circumstance are the services to be construed or interpreted as representing any such advice or opinion. It is Client's responsibility to seek the counsel of its own attorney on all legal issues and to consult with its own tax and accounting experts on all tax, accounting, financial matters relating to its operations including without limitation the establishment, implementation and cooperation of its Program.

- D. Keenan shall comply with all applicable state and federal Laws and regulations and obtain and maintain all necessary licenses, registrations and/or permits necessary for the performance of its duties under this Agreement.
- E. Keenan reserves the right to engage independent contractors and/or subcontractors to assist in performing the Services. The use of such individuals shall not relieve either party of any of its duties under this Agreement.

3. CLIENT'S DUTIES AND RESPONSIBILITIES:

- A. Client, subject to the specific Services set forth herein, shall retain all final authority and responsibility and expenses incidental thereto unless specifically assumed by Keenan hereunder and Keenan is authorized to act on behalf of Client in connection with the Program only as expressly stated in this Agreement. Client shall retain final authority and responsibility for the Program and is responsible for all aspects of the Program except for the Services to be provided by Keenan under this Agreement.
- B. Client shall provide Keenan with all applicable information in a timely manner so that Keenan can fulfill its obligations under this Agreement. Client represents and warrants that all information provided to Keenan shall be complete, accurate and timely and that Keenan may rely upon such information without further investigation or review. Client understands and agrees that such information has not been audited by Keenan and that Client shall remain liable for its accuracy.
- C. Client shall provide Keenan with timely access to such information and individuals including its outside advisors and consultants as may be necessary for Keenan to perform the Services. Meetings, telephone calls, and other necessary communications shall be scheduled at the mutual convenience of the parties and their representatives. Keenan shall not be responsible for any delay in its performance that results from the failure of Client or any person acting on behalf of Client to make available any information or individual in a timely manner.
- D. Client shall fund a claims payment account from which all claims payments and loss adjustment expenses shall be paid. The account shall be established and funded in accordance with written procedures to be established by the parties. Under no circumstance will Keenan be required to advance any funds for the payment of claims.
- E. To the extent Keenan requires the assistance of Client's staff or any third parties who are assisting, advising or representing Client to fulfill its obligations hereunder, Client shall have its staff and these third parties assist Keenan.

F. Client understands that Keenan is not providing any legal, tax or accounting services or advice and agrees to seek the counsel of its own attorney on all legal issues or matters and consult with its own tax and accounting experts on all tax and accounting issues and matters relating to the services.

G. Client will comply with all federal, state and local reporting and filing requirements for the Program.

4. **COMPENSATION:**

Client agrees to pay Keenan for the Services outlined in Exhibit A and Exhibit A-1 at the rates stated in Exhibit B and Exhibit C, all of which are attached hereto and incorporated herein by reference.

5. **CONFIDENTIALITY:**

Keenan shall keep confidential all information concerning Client and its employees possessed by Keenan, regardless of the medium thereof, except information that is generally available to the public. Except as authorized or required by law or in this Agreement, Keenan shall not release any report, any portion thereof, or any result of any investigation it may undertake on behalf of the Client to any person outside of Client's organization without the express written consent of Client.

6. **AUDIT:**

If Keenan is requested to disclose its books, documents or records relating to the services provided under this Agreement, Client shall notify Keenan in writing at least 30 days prior to the inspection and/or disclosure date of the nature and scope of the request and Keenan shall make available all such books, documents or records during Keenan's regular business hours.

7. **FINES & PENALTIES:**

Keenan shall pay any fines and/or penalties levied by regulatory authorities that (i) are imposed as a result of the improper denial of claims and (ii) failed to comply with the administrative rules, regulations and state laws governing Workers' Compensation, provided that such actions were not at the direction of or with the approval of the Client; were not the result of the failure of Client or any individual acting on behalf of Client or claimant to timely provide complete and accurate information needed for the processing of claims; or the failure of the Client to adequately fund the claims payment account. Client shall pay all other fines and/or penalties relating to the Program or otherwise.

8. **INSURANCE:**

Keenan shall procure and maintain, to the extent available on reasonable terms, the following minimum insurance coverages during the Term and shall provide certificates of insurance to Client upon Client's request:

- (1) Workers' Compensation. Workers' Compensation Insurance in conformance with the laws of the State of California and applicable federal laws.
- (2) Bodily Injury, Death and Property Damage Liability Insurance. General Liability Insurance (including motor vehicle operation) with a Two Million Dollar (\$2,000,000) limit of liability for each occurrence and a Two Million Dollar (\$2,000,000) aggregate limit of liability.
- (3) Professional Liability Insurance. Professional Liability Insurance with a Two Million Dollar (\$2,000,000) limit of liability for each occurrence and a Two Million Dollar (\$2,000,000) aggregate limit of liability.
- (4) Cyber Liability/Privacy Insurance. Cyber Liability Insurance with a Two Million Dollar (\$2,000,000) limit of liability for each occurrence and a Two Million Dollar (\$2,000,000) aggregate limit of liability.

9. INDEMNIFICATION:

If either party breaches this Agreement, then the breaching party shall defend, indemnify and hold harmless the non-breaching party, its officers, agents and employees against all claims, losses, demands, actions, liabilities, and costs (including, without limitation, reasonable attorneys' fees and expenses) arising from such breach. In addition, if Keenan (i) becomes the subject of a subpoena or is otherwise compelled to testify or (ii) becomes the subject of a claim, demand, action or liability brought or asserted by one of Client's employees, Plan beneficiaries, or Plan vendors ("Third-Party Demand") relating to the Services and such Third Party Demand is not a direct result of Keenan's negligence or willful misconduct, then Client shall defend, indemnify and hold Keenan harmless from all losses, payments, and expenses incurred by Keenan in resolving such Third Party Demand.

10. LIMITATION OF LIABILITY:

Notwithstanding anything to the contrary in this Agreement, in no event shall Keenan be liable for any punitive damages, lost profits or revenues, fines, penalties, taxes or any indirect, incidental or consequential damages incurred by Client, its officers, employees, agents, contractors or consultants whether or not foreseeable and whether or not based in contract or tort or otherwise, arising out of or in connection with this Agreement even if advised of the possibility of such damage. Client further agrees that Keenan's liability under this Agreement shall be limited to, and shall not exceed the amount of insurance coverage outlined in this Agreement, to the extent that it is available.

11. DISPUTE RESOLUTION:

- A. In the event of any dispute arising out of or relating to this Agreement, such dispute shall be resolved by submission to binding arbitration before Judicial Arbitration & Mediation

Services ("JAMS") or ADR Services, at the claimant's choice, in Los Angeles County, California, before a retired judge or justice. If the parties are unable to agree on a retired judge or justice, the selected arbitration service (JAMS or ADR Services) will select the arbitrator.

- B. In any such arbitration, the parties shall be entitled to take discovery in accordance with the provisions of the California Code of Civil Procedure, but either party may request that the arbitrator limit the amount or scope of such discovery, and in determining whether to do so, the arbitrator shall balance the need for the discovery against the parties' mutual desire to resolve disputes expeditiously and inexpensively.
- C. The prevailing party in any action, arbitration, or proceeding arising out of or to enforce any provision of this Agreement will be awarded reasonable attorneys' fees and costs incurred in that action, arbitration, or proceeding, or in the enforcement of any judgment or award rendered.

12. **TERMINATION:**

- A. Either party may terminate this Agreement upon the occurrence of any of the following events:
 - (1) Upon 60 days written notice by either party;
 - (2) The breach of this Agreement by either party if the alleged breach is not cured within 30 days of receiving notice of the breach from the non-breaching party;
 - (3) The dissolution or insolvency of either party;
 - (4) The filing of a bankruptcy petition by or against either party (if the petition is not dismissed within 60 days in the case of an involuntary bankruptcy petition); or
 - (5) If either party interprets the application of any applicable law, rule, regulation, or court or administrative decision to prohibit the continuation of this Agreement or cause a penalty to either party if the Agreement is continued.
- B. If Client requests that Keenan continue to provide services under this Agreement after its expiration, Keenan may agree to provide services and this Agreement shall be extended on a month-to-month basis until terminated by either party. In such cases where appropriate, compensation shall be paid to Keenan as agreed between the parties to the Agreement or under the current terms until new terms have been negotiated and agreed to in writing between the parties to the Agreement.
- C. Keenan shall return all open and closed claim files to the Insurer and Keenan shall have no further responsibility for the management of the claims. Additionally, Keenan shall provide

to the Client loss reports, payroll information and other documents and materials relating to the services provided under this Agreement to Client within a reasonable time after termination.

- D. Upon termination of this Agreement, Keenan shall be entitled to payment only for the pro-rata portion of the Term during which services were provided. Any monies paid to Keenan in excess of this pro-rata amount shall be refunded to the Client.

13. SOLICITATION OF EMPLOYEES:

During the Term, and for a period of twelve (12) months following any termination or expiration of the Agreement, neither party shall solicit the employment or engagement of any employee or agent of the other party that interacted directly with the soliciting party; provided, however, the foregoing provision shall not prevent either party from soliciting for employment or employing an employee who responds to general solicitations or advertisements in periodicals including newspapers and trade publications, so long as such solicitations or advertisements are not specifically directed at the employee(s) of the other party.

14. MARKETING:

Keenan may use Client's name in its representative client list. Keenan shall obtain Client's written consent before using Client's name for any other purpose.

15. OTHER RELATIONSHIPS:

- A. Client understands that Keenan or its affiliates may provide Client with other services or insurance coverage not provided in this Agreement and receive compensation related to such other services including, without limitation, loss control services, joint powers administration, insurance brokerage services, obtaining other reinsurance coverage for Client, claims administration, investigative services, financial processing and other related services.
- B. Client also understands that Keenan or its affiliates may provide services for others entities that also participate in the Program and that Keenan may be separately compensated for those additional services. Such services may include, without limitation, providing similar services for other members of the Program or providing other services for insurers or reinsurers under the Program.

16. GENERAL:

- A. This Agreement and its recitals and related exhibits and amendments (incorporated into this Agreement by this reference) contains the entire understanding between the parties related to the subject matter covered by this Agreement and supersedes all prior and collateral statements, presentations, communications, reports, agreements or understandings, if any, related to such subject matters.

- B. All terms of this Agreement (other than Keenan's obligation to perform services and Client's obligation to pay for such services) shall survive the expiration or termination of this Agreement.
- C. Notwithstanding any provision herein to the contrary, this Agreement is made for the benefit of the parties and not for the benefit of any third party. Enforcement of any remedy for breach of this Agreement may only be pursued by the parties to this Agreement.
- D. No modifications or amendments to this Agreement shall be binding unless in writing and signed by authorized representatives from both parties.
- E. Any provision determined by a court of competent jurisdiction to be partially or wholly invalid or unenforceable shall be severed from this Agreement and replaced by a provision that is valid and enforceable and that comes closest to legally expressing the intention of such invalid or unenforceable provision.
- F. Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes, or other work interruptions or any similar or other cause beyond the reasonable control of either party. However, both parties shall make good faith efforts to perform under this Agreement in the event of any such circumstances.
- G. All notices hereunder shall be in writing and shall be deemed to have been duly given upon (1) delivery, or (2) when mailed by registered or certified mail, postage prepaid and properly addressed to the party, or (3) on the second business day after sending by fax and receiving confirmation of fax receipt. Notices shall be sent to the parties at the address or fax number indicated in the signature section below unless written notice of a different address or fax number is previously given. If a notice given to Keenan relates to a legal matter or dispute, a copy should be sent to Keenan's Legal Department at Keenan's main office located at 2355 Crenshaw Blvd., Ste. 200, Torrance, CA 90501, fax (310) 533-0573.

Signature Page Follows This Page

This Agreement may be executed in counterparts and by fax signatures. Each person signing this Agreement on behalf of a party represents and warrants that he or she has the necessary authority to bind such party and that this Agreement is binding on and enforceable against such party.

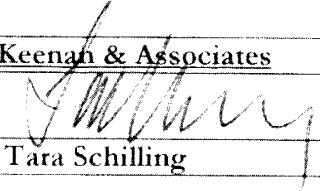
<u>Anaheim Union High School District</u>		<u>Keenan & Associates</u>	
<u>Signature:</u>		<u>Signature:</u>	
<u>By:</u>	Jennifer Root	<u>By:</u>	Tara Schilling
<u>Title:</u>	Assist. Superintendent, Business	<u>Title:</u>	Senior Vice President
<u>Address:</u>	501 Crescent Way	<u>Address:</u>	2355 Torrance Blvd. Ste. 200
	Anaheim, CA. 92803-3520		Torrance, CA 90501
<u>Attention:</u>	Jennifer Root	<u>Attention:</u>	Greg Trapp

EXHIBIT A SERVICES

1. Claims Administration.

- A. Keenan shall provide Client with the services described in this Exhibit A ("Services") for Workers' Compensation claims with a date of injury prior to 10/1/96.
- B. Client shall fund a claims payment account from which all claims payments and loss adjustment expenses shall be paid. The account shall be established and funded in accordance with written procedures to be established and funded in accordance with written procedures to be established by the parties. Under no circumstances will Keenan be required to advance any funds for the payment of claims. To the extent Keenan requires the assistance of Client's staff or any third parties who are assisting, advising or representing Client to fulfill its obligations hereunder, Client shall have its staff and these third parties assist Keenan.
- C. Determine liability for claimed injuries and illnesses in accordance with California Workers' Compensation Laws.
- D. Review and process all claims in accordance with rules and regulations established by the California Department of Self-Insurance Plans.
- E. Establish files containing medical and factual information on each reported claim together with complete accounting records and maintain them in accordance with statutory time requirements.
- F. Compute and pay temporary disability benefits to injured or ill employees based on earnings information and authorized disability periods.
- G. Determine nature and extent of permanent disability and arrange for informal disability rating whenever possible to avoid Workers' Compensation Appeals Board litigation.
- H. Explain to and assist employees in completing necessary forms for permanent disability ratings.
- I. Review, compute and pay informal ratings, findings and awards, life pensions, and compromise and release settlements.
- J. Maintain and establish reserve estimates for each reported claim.
- K. Arrange for and supervise necessary investigation to determine eligibility for compensation benefits and/or liability of negligent third parties.
- L. Handle excess reinsurance claims on Client's behalf, complying with conditions of the reinsurance contract. Submit billings and collect paid losses in excess of self-insurance retention.
- M. Arrange and supervise rehabilitation services where appropriate.
- N. Arrange for and set up system to pay benefits and allocated expenses in accordance with Client's needs.

- O. Use reasonable efforts to maintain the designated claims examiner's claim inventory so it does not exceed 150 active open indemnity files at any given time.
- P. Review and update Client on Workers' Compensation benefits, rules and regulations, and legislative issues.
- Q. Communicate with injured employees telephonically or in writing to assist them in resolving problems that arise from injury or illness claims.
- R. Meet quarterly with Client to review best practice policies and procedures, recommend areas for improvement and assist Client in implementing improvements.
- S. Produce ad hoc reports as needed to provide meaningful loss analysis to aid in risk management program development and tracking.
- T. If Keenan is requested to disclose its books, documents or records relating to the services provided under this Agreement, Client shall notify Keenan in writing at least 30 days prior to the inspection and/or disclosure date of the nature and scope of the request and Keenan shall make available all such books, documents or records during Keenan's regular business hours.
- U. Keenan shall pay any fines and/or penalties levied by regulatory authorities arising from Keenan's fulfillment of its obligations under this Agreement that are Keenan's fault and Client shall pay all other fines and/or penalties relating to the Program or otherwise.

2. **Medical Administration.**

- A. If Client participates in the Medical Provider Network ("MPN"), which the State of California approves, then Keenan will offer to their clients two (2) approved MPN programs: PRIME Advantage Powered by Harbor Health Systems and PRIME Plus Powered by Harbor Health Systems. Each MPN has a panel of general practitioners, specialists, hospitals, ancillary services and emergency treatment facilities. The programs will be reviewed and updated on a quarterly basis or as required by current statute.
- B. Authorize, review and monitor medical treatment required for injury or illness claims. Audit and pay medical expenses through PRIME, Keenan's medical management and bill review program. PRIME services will be billed separately. See Exhibit C.
- C. Maintain close contact with Client and/or treating physicians to ensure employees receive proper medical treatment and are returned to full employment at the earliest date.
- D. Arrange for medical-legal opinions in disputed cases and confer with medical examiners, Client and legal counsel when needed.
- E. Consult with Client in cases where an injury residual might involve restriction and/or retirement potential.

3. **Legal Administration.**

- A. When necessary refer litigated cases to defense counsel recommended by Keenan for purposes of defending Client's interests before Workers' Compensation Appeals Board and courts. All attorney fees shall be considered part of the loss adjustment expenses and shall be paid from the Client's claim's account.
- B. Work closely with counsel in preparing defense of litigated cases.
- C. Work closely with applicants and Client's legal counsel to informally dispose of litigated cases.
- D. Protect and preserve Client's interests in potential subrogation cases.
- E. Attend, when appropriate, Workers' Compensation Appeals Board hearings on behalf of Client.

4. **Statistical.**

- A. Report to Client monthly status of claim payments and reserves on an individual basis and in the aggregate.
- B. Report to Client quarterly loss analysis of claims filed by frequency and severity.
- C. Provide quarterly PRIME (medical management and bill review) reports detailing savings and fees.
- D. Assist in the preparation of all reports required by the State of California or other government agencies relating to Workers' Compensation claims.

EXHIBIT A-1
MEDICARE SECTION 111 REPORTING SERVICES

1. It is acknowledged and agreed that Client is the Responsible Reporting Entity (“RRE”), as defined by the Center for Medicare Services (“CMS”), for any liability or workers’ compensation claim settlement or payment made by Client to a claimant. This includes payments made within the Client’s Member Retained Limit (“MRL”) or deductible.
2. Keenan shall act as Client’s reporting agent for the preparation and submission of all reports (“Reports”) required under Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007 (“Section 111”) with respect to those settlements and payments of claims for which Keenan acts as claims administrator, ***and*** for which Client is deemed to be the RRE.
3. Keenan shall prepare and file the Reports in accordance with the requirements of all applicable, laws and regulations, and the directives of CMS and/or any other government agency that has, or may be granted the authority to require, direct, or control the preparation and/or filing of the Reports.
4. Client shall timely provide Keenan with all information necessary for the preparation and filing of the Reports. Keenan shall have no liability to Client for any penalty or fine that is assessed against Client for a failure to file a timely, accurate and/or complete Report if such failure was the result of the failure Client or any of its respective employees, representatives or agents to provide Keenan with all information necessary to file a timely, accurate, and complete Report.
5. Keenan shall not issue a payment to a claimant until it has received from the claimant, or the claimant’s representative, all necessary claimant information that is required for the filing of a Report.
6. Keenan, as Client’s manager and claims administrator, shall have no responsibility to file any Report for any settlement or payment for which Client is not the RRE.
7. Members shall at all times be responsible for their own Section 111 compliance in situations where they are the RRE. This includes, without limitation, the determination of whether or not a Report must be submitted, as well as the preparation and filing of all Reports.
8. When the total payment for a claim exceeds Client’s MRL/deductible, Keenan will submit a Report only for that portion of the claim that is paid from the Client’s MRL/deductible. The insurer or other entity paying the remaining amount is responsible for reporting for the amount in excess of that paid by the Client.
9. Keenan shall ***not*** file a Report for any claim unless it has been engaged by Client to act as the third party administrator for such claim.

**EXHIBIT B
COMPENSATION**

1. Client agrees to pay Keenan, for services rendered under this Agreement, a total fee of **\$5,525** payable upon receipt of invoice.
2. All payments and invoices are due and payable upon presentation by Keenan. In the event Client fails to pay any invoice within thirty days of presentation, Keenan shall be entitled to receive interest on such outstanding invoice from the date of presentation at the rate of (a) 1½ percent per month or (b) the maximum interest rate permitted by applicable law, whichever is lower.

EXHIBIT C



Fee Schedule - Effective July 1, 2015
 (Subject to change upon notice)

MANAGED CARE SERVICES

Early Intervention Initial Assessment / Triage	\$50	Hour
Total Case Management	\$98	Hour
<ul style="list-style-type: none"> • PPO Channeling • 4 PT Contact • Initial Evaluation • RTW Plan • Medical Care Evaluation • Written Case Management Action Plan 		
Utilization Review	\$110	Referral
Physician Advisor	\$200	Referral
<ul style="list-style-type: none"> • Medical Necessity Determination • Physician to Physician Contact 		
Specialty Physician Review	\$75	Hour
<ul style="list-style-type: none"> • Specialty match required • Appeals 		
STOP (Pharmacy) Review	\$300	Hour
<ul style="list-style-type: none"> • Peer to Peer Contact • Management of Opioid Use • Written Treatment Plan / Recommendations 		

BILL REVIEW SERVICES

Price bills to State Fee Schedules	10% of Savings
<ul style="list-style-type: none"> • \$10,000 per bill cap regardless of savings 	
PPO Network Access	24% of Savings
<ul style="list-style-type: none"> • \$10,000 per bill cap regardless of savings • Retrospective Network Capture • Preferred Vendor Pricing (Ancillary Services) 	
MIPN Access	\$1.50 per MIPN bill
<ul style="list-style-type: none"> • Care ConciergeSM Medical Access Assistant • Physician Based Outcome Analytics 	
Pharmacy Benefit Management	20% of Savings
Negotiations	24% of Savings
Complex Bill Review by Physician	24% of Savings
eBill Access	No Charge to Client
State Reporting Administrative Fee	No Charge to Client

2016-2017
AGREEMENT BETWEEN
NORTH ORANGE COUNTY REGIONAL OCCUPATIONAL PROGRAM
AND THE
ANAHEIM UNION HIGH SCHOOL DISTRICT
FOR
CAREER GUIDANCE SPECIALIST PERSONNEL

THIS AGREEMENT, made and entered into effective the 14th day of September 2016, by and between the Anaheim Union High School District of Orange County, with principal offices located at 501 Crescent Way, Anaheim, California 92803, hereinafter referred to as the DISTRICT and the North Orange County Regional Occupational Program with principal offices located at 385 N. Muller St., Anaheim, California 92801, hereinafter referred to as PROGRAM.

WITNESSETH:

NOW, THEREFORE, the DISTRICT agrees to provide district personnel as requested by PROGRAM to service programs maintained by PROGRAM in the DISTRICT as follows:

- I. THE FOLLOWING district personnel assigned to the PROGRAM career guidance specialist program and the proportion time to be spent by each employee on such programs is expressed as a percentage of the full-time equivalent position: (Salaries as stated are based on current annual income and reflect approximate amounts to be reimbursed.)

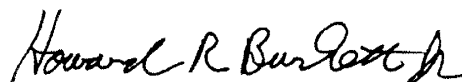
- II. TERMS OF THE AGREEMENT. In consideration of the furnishing of the services by district personnel as stated herein, the DISTRICT shall be reimbursed by PROGRAM for the total cost of providing such services, calculated as follows:
- A. The percentage of full-time positions in Paragraph 1 multiplied by the actual salaries paid to the personnel in Paragraph 1.
 - B. Fringe benefits will be calculated by multiplying the total amount of all fringe benefit costs by the same percentage for full-time positions listed in Paragraph 1.
- III. MILEAGE will be reimbursed by PROGRAM at the current PROGRAM mileage rate, directly to the DISTRICT employee, when the DISTRICT employee uses his/her automobile as a part of the services provided in the Agreement and provides mileage records subject to PROGRAM administrative review and PROGRAM policy and procedures.
- IV. REIMBURSEMENT by PROGRAM will be made to the DISTRICT within thirty (30) days upon issuance of a monthly invoice commencing the month of September.
- V. THE CAREER GUIDANCE SPECIALIST will be assigned to full-time career guidance functions as determined by the DISTRICT, PROGRAM, and the district school campus to which the employee is regularly assigned. North Orange County Regional Occupational Program will provide to the district superintendent and high school principal a statement of performance objectives for each career guidance specialist within their district, which will be part of the evaluation process.

- VI. PROGRAM SHALL INDEMNIFY THE DISTRICT against and hold it harmless from any and all cost, loss, and expense incurred by the DISTRICT as a result of any industrial injury or death sustained by any district employee while assigned to PROGRAM under this Agreement. PROGRAM will further hold the DISTRICT harmless from all alleged losses, claims, damages, or injuries sustained by pupils, or third persons from alleged negligent acts or omissions of employee(s) while engaged in the performance of duties for PROGRAM.
- VII. TERMS OF THIS AGREEMENT will be effective for the period July 1, 2016, through June 30, 2017, unless terminated by either party.
- VIII. TERMINATION. This Agreement may be terminated by either party by giving thirty (30) days written notice of cancellation.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed effective the day and year first written above.

ANAHEIM UNION HIGH
SCHOOL DISTRICT

NORTH ORANGE COUNTY
REGIONAL OCCUPATIONAL PROGRAM



Jennifer Root
Assistant Superintendent
Business Services

Howard R. Burkett Jr.
Assistant Superintendent
Administrative Services

Date: _____

Date: September 14, 2016

ANAHEIM UNION HIGH SCHOOL DISTRICT
2016-2017 CAREER GUIDANCE SPECIALIST PERSONNEL

ADDENDUM

NAME	ANNUAL SALARY	FRINGE BENEFITS	TOTAL	PERCENTAGE TO BE REIMBURSED	ESTIMATED AMOUNT TO BE REIMBURSED
Amy Cuellar	\$ 103,278.00	\$ 33,765.97	\$ 137,043.97	66.66%	\$ 91,353.51
Anita Gaston	\$ 99,963.00	\$ 33,224.96	\$ 133,187.96	66.66%	\$ 88,783.09
Etyole Johnson	\$ 103,278.00	\$ 33,765.97	\$ 137,043.97	66.66%	\$ 91,353.51
Diane Kuramoto	\$ 103,278.00	\$ 33,765.97	\$ 137,043.97	66.66%	\$ 91,353.51
Van Parker	\$ 103,278.00	\$ 33,765.97	\$ 137,043.97	66.66%	\$ 91,353.51
Lacie Mounger	\$ 103,278.00	\$ 33,765.97	\$ 137,043.97	66.66%	\$ 91,353.51
Lisa Rockwell	\$ 112,562.00	\$ 35,281.12	\$ 147,843.12	66.66%	\$ 98,552.22
Annel Widger	\$ 103,278.00	\$ 33,765.97	\$ 137,043.97	66.66%	\$ 91,353.51
Tom Shumski	\$ 103,278.00	\$ 33,765.97	\$ 137,043.97	66.66%	\$ 91,353.51
ESTIMATED TOTAL AMOUNT TO BE REIMBURSED					\$ 826,809.89

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

Quantity	Description
3	AV Carts
8	Computer Tables
40	Student Chairs
1	TV Cart

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

Quantity	Type of Equipment
212	Analog Phones
10	Batteries
1	Computer Speaker
249	Computers
1	Docking Station
7	Document Cameras
106	Keyboards
1	Laboratory Steam Washer
43	Laptop Power Adapters
53	Laptops
168	Monitors
17	Mouse
1	Network Hub
27	Network Switches
80	Power Cords
25	Printers
17	Projectors
1	Refrigerator
1	Smart Ups 2200
4	Stoves
8	Televisions

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

Quantity	AUHSD Tag	Year	Make	Vehicle ID#
1	#255	1982	Ford F-250 ¾ Ton Pick Up Unit	1FTHF25E0CRA08293
1	#253	1986	Dodge B-250 ¾ Ton Cargo Van Unit	2B7HB23H5GK613976
1	#299	1979	Ford C-700 5 Ton Cab & Chassis Unit	C70BVFA5175
1	#618		Tennant Sweeper Machine Model 92 Ride on Unit	S/N #2231

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) **
FOREIGN LANGUAGE BOOKS					
Abriendo Paso/Gramatica	77	Outdated	Fair	Obsolete	No To be sold
Bon Voyage	485	Outdated	Fair	Obsolete	No To be sold
Encuentros Maravillos	18	Outdated	Fair	Obsolete	No To be sold
Entre Mundos	1	Outdated	Fair	Obsolete	No To be sold
Integrated Chinese	47	Outdated	Fair	Obsolete	No To be sold
Practice Workbook World Language	32	Outdated	Fair	Obsolete	No To be sold
Realidades	2833	Outdated	Fair	Obsolete	No To be sold
Tu Mundo	2	Outdated	Fair	Obsolete	No To be sold
Writing Audio Video Workbook World Language	44	Outdated	Fair	Obsolete	No To be sold
GOVERNMENT BOOKS					
American Government	1	Outdated	Fair	Obsolete	No To be sold
Modern World	1	Outdated	Fair	Obsolete	No

History					To be sold
LIBRARY BOOKS					
Various Library Books	2699	Outdated	Fair	Obsolete	No To be sold
MATH BOOKS					
Algebra	525	Outdated	Fair	Obsolete	No To be sold
Algebra & Trigonometry	51	Outdated	Fair	Obsolete	No To be sold
Calculus	277	Outdated	Fair	Obsolete	No To be sold
Cashee Math Prep	13	Outdated	Fair	Obsolete	No To be sold
Geometry	208	Outdated	Fair	Obsolete	No To be sold
Office 2003	1	Outdated	Fair	Obsolete	No To be sold
Practice of Statistics	50	Outdated	Fair	Obsolete	No To be sold
SCIENCE BOOKS					
Biology	1	Outdated	Fair	Obsolete	No To be sold
Life Science	252	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.

Donations
November 10, 2016

<u>Location</u>	<u>Donated By</u>	<u>Item</u>
Cypress	Sung & Keum Baek	\$100, Tennis Team
	Sung H. Park	\$ 50, Tennis Team
	Stephen & Kristine Shin	\$ 25, Tennis Team
	Jonathan & Helen Min	\$ 50, Tennis Team
	John & Jim Yim	\$ 50, Tennis Team
	Hee Pyo	\$ 75, Tennis Team
	David & Janice Beaver	\$200, Tennis Team
	Kisung Lee	\$ 25, Tennis Team
	Esther Seo	\$100, Tennis Team
	Joseph & Pamela Benko	\$ 25, Tennis Team
	Gary & Gina Rachner	\$ 25, Tennis Team
Gilbert	Pumpkin City	15 pumpkins, Adult Transition

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K64A0166	SVA ARCHITECTS INC	5,000.00	5,000.00	0100501572 5810	AHS/"DIG A POOL" PROJECT /
K64A0167	SELOGIE AND BRETT LLP	6,500.00	6,500.00	0119283039 5850	SYS/OTHER PUPIL / JUDGEMENTS
K64A0168	HISSHO INC.	1,650.00	1,650.00	0172489510 5805	SAFE SCHL/TUPE GNT-COHORT J / INSTRUCTIONAL
K64A0169	REACH COMMUNICATIONS INC.	5,000.00	5,000.00	0172489510 5805	SAFE SCHL/TUPE GNT-COHORT J / INSTRUCTIONAL
K64A0170	WHEELS OF FREESTYLE INC.	999.00	999.00	0172489510 5805	SAFE SCHL/TUPE GNT-COHORT J / INSTRUCTIONAL
K64A0171	EDUCATIONAL POLICY IMPROVEMENT	20,000.00	20,000.00	0117469021 5805	ED/EDUCATOR EFFECTIVENESS/SUPR /
K64A0172	HERNANDEZ, JOSE	11,100.00	11,100.00	0119283031 5880	SYS/GUID / OTHER OPERATING EXPENSES
K64A0173	HERNANDEZ, JOSE	2,100.00	2,100.00	0119283031 5880	SYS/GUID / OTHER OPERATING EXPENSES
K64A0174	HARDAWAY, HOWARD AND MELISSA	107.20	107.20	0119283031 5880	SYS/GUID / OTHER OPERATING EXPENSES
K64A0175	HARDAWAY, HOWARD AND MELISSA	964.80	964.80	0119283031 5880	SYS/GUID / OTHER OPERATING EXPENSES
K64A0176	PBS SOCAL	513.00	513.00	0147000910 5880	HOPE/LCFF-CONCENTRATION/INSTR / OTHER
K64A0177	SEHI COMPUTER PRODUCTS INC	100,244.00	100,244.00	0108108077 6490	INFO SYSTEM/DP / EQUIPMENT - OTHER
K64A0178	HANOVER RESEARCH COUNCIL	40,000.00	40,000.00	0153381021 5810	SP PR ADM/ECIAI/SUPV INST /
K64A0179	HAYES SOFTWARE SYSTEMS	16,706.75	16,706.75	0153000921 5610	SP PROG/LCFF (EIA)/SUPRV INSTR /
K64A0180	CASE AND SONS CONSTRUCTION INC	167,300.00	167,300.00	0134237081 5610	WA/PAINT/MO / REPAIRS/MAINT - O/S SERVICES
K64A0181	AIREMASTERS AIR CONDITIONING	266,662.00	161,905.00	0121235081 5610	WESTERN/HVAC/MO / REPAIRS/MAINT - O/S
			104,757.00	0134235081 5610	WA/HVAC/MO / REPAIRS/MAINT - O/S SERVICES
K64A0182	CULVER NEWLIN	8,228.31	8,228.31	0110230081 4310	MAINTENANCE/MO / INSTRUCTIONAL MATL &
K64C0024	BLUE STATE STEEL INC	3,200.00	3,200.00	0100970081 5610	COMMUNITY SERVICE/MO / REPAIRS/MAINT - O/S
K64C0047	ECONOMY RENTALS INC	142.80	142.80	0120000910 5620	AN/LCFF-CONCENTRATION/INSTR /
K64C0060	SCHOOL SERVICES OF CALIFORNIA	2,050.00	2,050.00	0106106072 5210	BUSINESS/GENL ADM / TRAVEL AND CONFERENCE
K64C0068	US AIR CONDITIONING DISTRIBUTO	1,380.24	1,380.24	0120235081 4410	ANAHEIM/HVAC/MO / EQUIPMENT -
K64C0069	BOBCAT OF CERRITOS INC.	4,299.25	4,299.25	0111220081 5610	OPERATIONS - GENERAL / REPAIRS/MAINT - O/S
K64C0071	GRAINGER	1,490.08	1,490.08	0134230081 4410	WA/GENERAL/MO / EQUIPMENT -

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K64C0072	REFRIGERATION SUPPLIES DIST.	1,278.30	639.15	0110235081 4410	MAINTENANCE/HVAC/MO / EQUIPMENT - DALE/HVAC/MO / EQUIPMENT - NON-CAPITALIZED
K64C0074	RUSSELL SIGLER INC DBA SIGLER	1,735.00	1,735.00	0120235081 4410	ANAHEIM/HVAC/MO / EQUIPMENT - MAINTENANCE/ELEC/MO / REPAIRS/MAINT - O/S
K64C0075	TECHARTS	240.00	240.00	0110231081 5610	EDUCATION/SUPV INST / OTHER OFFICE/MISC
K64C0077	OFFICE DEPOT	414.72	414.72	0115115021 4320	CY/HVAC/MO / EQUIPMENT - NON-CAPITALIZED
K64C0078	RUSSELL SIGLER INC DBA SIGLER	2,690.73	2,690.73	0128235081 4410	TITLE II IMPR TCHR QUAL - ED / TRAVEL AND
K64C0079	OCDE	300.00	300.00	0128399010 5210	KA/PLUMB/MO / EQUIPMENT - NON-CAPITALIZED
K64C0080	BAVCO	1,533.60	1,533.60	0125239081 4410	TRIDENT/HVAC/MO / EQUIPMENT - COMMUNITY SERVICE/COMM SERVICE /
K64C0081	REFRIGERATION SUPPLIES DIST.	639.14	639.14	0169235081 4410	ADMIN/GENERAL/MO / REPAIRS/MAINT - O/S
K64C0083	BCT ENTERTAINMENT	7,639.68	7,639.68	0100970050 4410	WA/PLUMB/MO / EQUIPMENT - NON-CAPITALIZED
K64C0084	ORANGE COUNTY FIRE PROTECTION	666.60	666.60	0150230081 5610	LOARA/HVAC/MO / EQUIPMENT - SOUTH/HVAC/MO / EQUIPMENT -
K64C0085	FERGUSON ENTERPRISES INC	1,179.96	1,179.96	0134239081 4410	OR/GENERAL/MO / MAINTENANCE SUPPLIES
K64C0086	RUSSELL SIGLER INC DBA SIGLER	978.74	978.74	0124235081 4410	KA/INSTR / INSTRUCTIONAL MATL & SUPPLIES
K64C0087	RUSSELL SIGLER INC DBA SIGLER	744.69	744.69	0140235081 4410	KA/INSTR / EQUIPMENT - NON-CAPITALIZED
K64C0091	DAKTRONICS	72.64	72.64	0132230081 4355	CY/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
K64C0100	CULVER NEWLIN	1,893.78	1,281.42	0125000010 4310	MA/POOL/MO / REPAIRS/MAINT - O/S SERVICES
K64M0045	HERK EDWARDS INC.	9,026.00	612.36	0125000010 4410	WA/GENERAL/MO / REPAIRS/MAINT - O/S
K64M0047	ADVANCED POOLS AND SPAS INC	2,200.00	2,200.00	0122240081 5610	MA/GENERAL/MO / REPAIRS/MAINT - O/S
K64M0052	JM AND J CONTRACTORS	14,250.00	14,250.00	0134230081 5610	OPERATIONS - GROUNDS / EQUIPMENT -
K64M0053	JM AND J CONTRACTORS	1,100.00	1,100.00	0122230081 5610	SOUTH/HEALTH / OTHER OFFICE/MISC SUPPLIES
K64R0583	JHM SUPPLY INC.	950.40	950.40	0110222081 4410	MAINTENANCE/MO / OTHER OFFICE/MISC
K64R0604	SCHOOL NURSE SUPPLY INC	22.10	22.10	0140000034 4320	
K64R0605	OFFICE DEPOT	89.58	89.58	0110230081 4320	

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K64R0606	SOCALGRAD	264.60	264.60	0125000010 4310	KA/INSTR / INSTRUCTIONAL MATL & SUPPLIES
K64R0607	KEYBOARD TEACHER	401.80	401.80	0140002010 4310	SOUTH/BUS ED/INSTR / INSTRUCTIONAL MATL & OPERATIONS - CUSTODIAL / OPERATIONS
K64R0608	CLEAR GEAR	480.00	480.00	0111221081 4347	SAVANNA/ATHLETICS/HEALTH / OTHER
K64R0609	HENRY SCHEIN INC	610.22	610.22	0123028034 4320	SA/ATHLET/INSTR / DUES AND MEMBERSHIPS
K64R0610	ORANGE LEAGUE, THE	1,750.00	1,750.00	0123028010 5310	KA/ATHLET/ANCILLARY / EQUIPMENT -
K64R0611	DOLLAMURE SPORT SURFACES	9,874.52	9,874.52	0125028040 4410	KE/PHYS ED/INSTR / INSTRUCTIONAL MATL & MA/ECIA1/INSTR / BOOKS AND REFERENCE
K64R0612	GOPHER SPORTS EQUIPMENT	86.46	86.46	0127027010 4310	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
K64R0613	DISCOVERY SOURCE INC.	470.92	470.92	0122381010 4210	AN/LCFF-CONCENTRATION/INSTR / MA/LCFF-CONCENTRATION/INSTR /
K64R0614	MC GRAW HILL EDUCATION INC.	26,590.63	26,590.63	0116468010 4150	OXFORD/INSTR / INSTRUCTIONAL MATL & GI SOUTH/SCH ADM/SCH ADM / OTHER
K64R0615	STAPLES ADVANTAGE	388.74	388.74	0120000910 4310	LEX/INDUS TECH/INSTR / INSTRUCTIONAL MATL & MA/VOC MUSIC/INSTR / INSTRUCTIONAL MATL & MA/LCFF-CONCENTRATION/INSTR /
K64R0616	FISHER SCIENCE EDUCATION	782.82	782.82	0122000910 4310	SAFE SCHL/TUPE GNT-COHORT J / INSTRUCTIONAL ANA/MILD MODERATE/SE SEP CL/NS /
K64R0617	STAPLES ADVANTAGE	755.76	755.76	0142000010 4310	BUSINESS/GENL ADM / EQUIPMENT - BUSINESS/ GENL ADM / EQUIPMENT - RISK MANAGEMENT / EQUIPMENT -
K64R0618	SOCALGRAD	248.40	248.40	0168140027 4320	BR/SCH ADM/SCH ADM / OTHER OFFICE/MISC
K64R0619	PAXTON PATTERSON	664.60	664.60	0144017010 4310	BALL/AFTSCHL/ANCIL / INSTRUCTIONAL MATL & LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
K64R0620	SOUTHEASTERN PERFORMANCE	9,858.30	9,858.30	0122008010 4310	
K64R0621	FLINN SCIENTIFIC INC	940.90	940.90	0122000910 4310	
K64R0622	STAPLES ADVANTAGE	116.76	116.76	0172489510 4310	
K64R0623	STAPLES ADVANTAGE	75.55	75.55	0120252011 4310	
K64R0624	STAPLES ADVANTAGE	1,922.28	1,922.28	0106106072 4410	
K64R0625	NEW MANAGEMENT INC.	778.80	778.80	0131140027 4320	
K64R0626	BSN SPORTS	743.55	743.55	0155155072 4410	
K64R0627	CARNEGIE LEARNING INC.	189.98	189.98	0177177072 4410	

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K64R0628	CARNEGIE LEARNING INC.	2,469.74	2,469.74	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
K64R0629	TEXTBOOK WAREHOUSE	1,060.78	1,060.78	0122000910 4210	MA/LCFF-CONCENTRATION/INSTR / BOOKS AND
K64R0630	NIMCO	736.29	736.29	0121489510 4310	WE/TUPE-COHORT J-TIER 2/INSTR /
K64R0631	U.S. SCHOOL SUPPLY INC.	347.00	347.00	0123489510 4310	SA/TUPE-COHORT J-TIER 2/INSTR /
K64R0632	NASCO MODESTO	319.30	319.30	0128489510 4310	CY/TUPE-COHORT J-TIER 2/INSTR /
K64R0633	SUMMIT PROFESSIONAL EDUCATION	209.99	209.99	0135381010 5210	DALE/ECIA1/INSTR / TRAVEL AND CONFERENCE
K64R0634	SUMMIT PROFESSIONAL EDUCATION	209.99	209.99	0135381010 5210	DALE/ECIA1/INSTR / TRAVEL AND CONFERENCE
K64R0635	PESI PREMIER EDUCATION SOLUTI	366.81	366.81	0120381010 5210	ANAHEIM/ECIA1/INSTR / TRAVEL AND
K64R0636	HEALTH EDCO	1,509.84	1,509.84	0128489510 4310	CY/TUPE-COHORT J-TIER 2/INSTR /
K64R0637	LACOE	950.00	950.00	0121110810 5210	WE/LCFF-ILC/INSTR / TRAVEL AND CONFERENCE
K64R0638	AVID CENTER	525.00	525.00	0142399010 5210	TITLE II IMPR TCHR QUAL - ED / TRAVEL AND
K64R0639	FITNESS FINDERS INC	471.36	471.36	0131027010 4310	BR/PHYS ED/INSTR / INSTRUCTIONAL MATL &
K64R0640	FLINN SCIENTIFIC INC	102.08	102.08	0120000910 4310	AN/LCFF-CONCENTRATION/INSTR /
K64R0641	STAPLES ADVANTAGE	1,322.27	1,322.27	0122489510 4410	MA/TUPE-COHORT J-TIER 2/INSTR / EQUIPMENT -
K64R0642	SOCCER STORES	899.64	899.64	0123000910 4310	SA/INSTR / INSTRUCTIONAL MATL & SUPPLIES
K64R0643	B AND M LAWN AND GARDEN INC	140.39	140.39	0137000081 4347	SY/MO / OPERATIONS SUPPLIES - MISC
K64R0644	POSITIVE PROMOTIONS INC	492.14	492.14	0122489510 4310	MA/TUPE-COHORT J-TIER 2/INSTR /
K64R0645	FOLLETT SCHOOL SOLUTIONS INC.	98.74	92.78	0144000024 4210	LEX / L M T / BOOKS AND REFERENCE MATERIAL
K64R0646	DECKER INC	249.08	5.96	0144000024 5880	LEX / L M T / OTHER OPERATING EXPENSES
K64R0647	AMERICAN TRANSLATORS ASSOCIATI	7,280.00	249.08	0132140027 4320	OR/SCH ADM/SCH ADM / OTHER OFFICE/MISC
K64R0648	MYRIAD SENSORS INC.	1,298.76	7,280.00	0117469021 5210	ED/EDUCATOR EFFECTIVENESS/SUPR / TRAVEL
K64R0649	SCHWARTZ, ANDRA	78.03	1,298.76	0121032010 4310	WESTERN/BIOLOGY/INSTR / INSTRUCTIONAL
K64R0650	SPEECH LANGUAGE PATHOLOGY AUDI	200.00	78.03	0135177072 5230	RISK MGMT/GENERAL ADMIN / REIMBURSABLE
		200.00	200.00	0119283039 5880	SYS/OTHER PUPIL / OTHER OPERATING EXPENSES

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K64R0651	OCDE	300.00	300.00	0138532210 5210	BA/GEAR UP #3/INSTR / TRAVEL AND
K64R0652	UNIVERSITY OF CALIFORNIA	1,400.00	1,400.00	0117469021 5210	ED/EDUCATOR EFFECTIVENESS/SUPR / TRAVEL
K64R0653	PARTNERS IN LEARNING PROGRAMS	2,579.04	2,579.04	0125000010 4410	KA/INSTR / EQUIPMENT - NON-CAPITALIZED
K64R0654	CITY OF ANAHEIM	384.00	384.00	0115115021 5880	EDUCATION/SUPV INST / OTHER OPERATING
K64R0655	BARNES AND NOBLE	242.55	242.55	0125545010 4210	KA/AVID DESTINATION GRADUATION / BOOKS
K64R0656	SUPER DUPER SCHOOL COMPANY	106.87	106.87	0119283019 4310	SYS/SE OTHER / INSTRUCTIONAL MATL &
K64R0657	REGENTS OF THE UNIV. CALIF, TH	120.00	120.00	0122381010 5210	MA/ECIAI/INSTR / TRAVEL AND CONFERENCE
K64R0658	TEXTBOOK WAREHOUSE	2,627.86	2,627.86	0121381010 4210	WE/ECIA TITLE I/INSTRUCTI / BOOKS AND
K64R0659	FLINN SCIENTIFIC INC	313.02	313.02	0100031010 4310	CHEMISTRY/INSTR / INSTRUCTIONAL MATL &
K64R0660	4IMPRIINT	2,295.00	2,295.00	0104911072 4320	HR/WEELLNESS PROGRAM/ADMIN / OTHER
K64R0661	CAROLINA BIOLOGICAL SUPPLY CO.	2,237.36	2,237.36	0123381010 4310	SA/TITLE I/INSTR / INSTRUCTIONAL MATL &
K64R0662	CAROLINA BIOLOGICAL SUPPLY CO.	895.22	895.22	0123381010 4310	SA/TITLE I/INSTR / INSTRUCTIONAL MATL &
K64R0663	JUNIOR LIBRARY GUILD	1,451.52	1,451.52	0123381010 4210	SA/TITLE I/INSTR / BOOKS AND REFERENCE
K64R0664	COLLEGE BOARD, THE	190.00	190.00	0124381510 5210	LO/ECIA I-PROF DEVELOP/INSTR / TRAVEL AND
K64R0665	ARELLANO, GEISY	200.00	200.00	0135177072 5230	RISK MGMT/GENERAL ADMIN / REIMBURSABLE
K64R0666	CASC	870.00	870.00	0142000910 5210	OX/LCFF-CONCENTRATION/INSTR / TRAVEL AND
K64R0667	CALCP	395.00	395.00	0142393010 5210	OXFORD/VEA-2B/INSTR / TRAVEL AND
K64R0668	GRAY STEP SOFTWARE INC	335.00	335.00	0140140027 5210	SOUTH/SCH ADM/SCH ADM / TRAVEL AND
K64R0669	CALIFORNIA ART EDUCATION ASSOC	198.00	198.00	0128399010 5210	TITLE II IMPR TCHR QUAL - ED / TRAVEL AND
K64R0670	COLLEGE BOARD, THE	225.00	225.00	0120381010 5210	ANAHEIM/ECIAI/INSTR / TRAVEL AND
K64R0671	CSTA	228.00	228.00	0122381010 5210	MA/ECIAI/INSTR / TRAVEL AND CONFERENCE
K64R0672	GREAT AMERICAN BUSINESS PROD.	255.96	255.96	0127140027 4320	KE/SCH ADM / OTHER OFFICE/MISC SUPPLIES
K64R0673	REGENTS OF THE UNIV. CALIF, TH	120.00	120.00	0122381010 5210	MA/ECIAI/INSTR / TRAVEL AND CONFERENCE
K64R0674	BLICK ART MATERIALS LLC	360.57	300.57	0124005010 4310	LOARA/ART/INSTR / INSTRUCTIONAL MATL &

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K64R0674	*** CONTINUED ***		60.00	0124251511 4310	LEARN HDCP S/SE SEP CL/SEV / INSTRUCTIONAL
K64R0675	LACOE	7,847.60	7,847.60	0100000792 7142	LCFF/OCDE TRANSFER / IAA-PAYMENTS TO CTY
K64R0676	ABLENET INC.	182.90	182.90	0147257011 4310	SEVER HDCP/SE SEP CL/SEV / INSTRUCTIONAL
K64R0678	TOYS FOR SPECIAL CHILDREN INC.	141.26	141.26	0147257011 4310	SEVER HDCP/SE SEP CL/SEV / INSTRUCTIONAL
K64R0679	CSTA	456.00	456.00	0132381010 5210	OR/ECIAI/INSTR / TRAVEL AND CONFERENCE
K64R0680	SCHOOL SPECIALTY INC	62.72	62.72	0147257011 4310	SEVER HDCP/SE SEP CL/SEV / INSTRUCTIONAL
K64R0681	CALIFORNIA INTERSCHOLASTIC	2,244.00	2,244.00	0120028010 5310	ANAHEIM/ATHLET/INSTR / DUES AND
K64R0682	REEL LUMBER SERVICE	691.30	691.30	0127017010 4310	KE/INDUS TECH/INSTR / INSTRUCTIONAL MATL &
K64R0683	US GAMES	905.31	905.31	0132054040 4310	OR/AFTSCHL/ANCIL / INSTRUCTIONAL MATL &
K64R0684	MEDCO SPORTS MEDICINE	625.14	625.14	0122028034 4320	MAGNOLIA/ATHLETICS/HEALTH / OTHER
K64R0685	CLOSING THE GAP	1,630.00	1,630.00	0147000910 5210	HOPE/LCFF-CONCENTRATION/INSTR / TRAVEL
K64R0686	COLLEGE BOARD, THE	275.00	275.00	0125381010 5210	KA/ECIAI/INSTR / TRAVEL AND CONFERENCE
K64R0687	CADA CENTRAL	975.00	325.00	0128000910 5210	CY/LCFF-CONCENTRATION/INSTR / TRAVEL AND
			650.00	0128025040 5210	CY/ASB/ANCIL / TRAVEL AND CONFERENCE
K64R0688	OFFICE DEPOT	166.10	166.10	0100970072 4320	COMMUNITY SERVICES / OTHER OFFICE/MISC
K64R0689	WENGER CORP	24,970.64	24,970.64	0153000921 6490	SP PROG/LCFF (EIA)/SUPRV INSTR / EQUIPMENT -
K64R0690	DEMCO INC	178.98	178.98	0128000024 4315	CY / L M T / LIBRARY/MEDIA/TECH SUPPLIES
K64R0691	STAPLES ADVANTAGE	112.27	112.27	0122033010 4310	MA/INTSCII/INSTR / INSTRUCTIONAL MATL &
K64R0692	STAPLES ADVANTAGE	193.42	193.42	0107107072 4320	ACCTG /GENL ADM / OTHER OFFICE/MISC
K64R0693	STAPLES ADVANTAGE	238.23	238.23	0128261012 4310	SE RES SP(RSP)/SE RES SP/SEV / INSTRUCTIONAL
K64R0694	OFFICE DEPOT	384.57	384.57	0121041010 4310	WESTERN/ELD/INSTR / INSTRUCTIONAL MATL &
K64R0695	CAROLINA BIOLOGICAL SUPPLY CO.	107.10	107.10	0100031010 4310	CHEMISTRY/INSTR / INSTRUCTIONAL MATL &
K64R0696	MEDCO SPORTS MEDICINE	719.98	719.98	0128028010 4320	CY/ATHLET/INSTR / OTHER OFFICE/MISC SUPPLIES

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K64R0697	HOUGHTON MIFFLIN HARCOURT	942.82	942.82	0128252011 4310	CY/MILD MODERATE/SE SEP CL/NSE /
K64R0698	HOUGHTON MIFFLIN HARCOURT	162.28	162.28	0125252011 4310	KA/MILD MODERATE/SE SEP CL/NSE /
K64R0699	BSN SPORTS	645.76	645.76	0122025040 4410	MA/ASB/ANCIL / EQUIPMENT - NON-CAPITALIZED
K64R0700	HOUGHTON MIFFLIN HARCOURT	162.28	162.28	0125251011 4310	COMM HDCP/SE SEP CL/NSEV / INSTRUCTIONAL
K64R0701	D. HAUPTMAN CO.	349.52	349.52	0138054040 4310	BALL/AFTSCHL/ANCIL / INSTRUCTIONAL MATL &
K64R0702	DEMCO INC	570.21	570.21	0131000010 4310	BR/INSTR / INSTRUCTIONAL MATL & SUPPLIES
K64R0703	CSBA	2,313.16	2,313.16	0102102071 5210	SUPT/BRD SUPT / TRAVEL AND CONFERENCE
K64R0704	C TECH CONSTRUCTION INC.	250.00	250.00	0122230081 5610	MA/GENERAL/MO / REPAIRS/MAINT - O/S
K64R0705	MUSIC AND ARTS CENTERS	385.36	385.36	0132007010 4310	OR/INS MUS/INSTR / INSTRUCTIONAL MATL &
K64R0706	FLINN SCIENTIFIC INC	83.67	83.67	0128031010 4310	CY/CHEM/INSTR / INSTRUCTIONAL MATL &
K64R0707	PARALLAX INC.	4,725.60	4,725.60	0117538010 4310	ED/CSUF STEM-INC(SCI/TECH/ENG /
K64R0708	COLLEGE BOARD, THE	225.00	225.00	0120381010 5210	ANAHEIM/ECIA/INSTR / TRAVEL AND
K64R0709	FIRST BOOK	367.20	367.20	0121381010 4210	WE/ECIA TITLE I/INSTRUCTI / BOOKS AND
K64R0710	GAWRONSKI, COLIN	100.00	100.00	0138177072 5230	RISK MANAGEMENT/GENERAL ADMIN /
K64R0712	OCDE	425.00	425.00	0127399010 5210	TITLE II IMPR TCHR QUAL - ED / TRAVEL AND
K64R0713	CASBO	316.67	316.67	0106106072 5310	BUSINESS/GENL ADM / DUES AND MEMBERSHIPS
K64R0714	HEMINGWAY, ROBERT	149.00	149.00	0135177072 5230	RISK MGMNT/GENERAL ADMIN / REIMBURSABLE
K64R0715	AEROCOACH TRANSPORTATION LLC	2,052.04	2,052.04	0113113036 5620	TRANS/REG-ED/TRANSPORTATION /
K64R0716	BUDDY'S ALL STARS INC	305.29	305.29	0125027010 4310	KA/PHYS ED/INSTR / INSTRUCTIONAL MATL &
K64R0717	STAPLES ADVANTAGE	247.31	247.31	0168140027 4320	GI SOUTH/SCH ADM/SCH ADM / OTHER
K64R0718	US GAMES	2,219.39	2,219.39	0140027010 4310	SOUTH/PHYS ED/INSTR / INSTRUCTIONAL MATL &
K64R0719	RUSSELL SIGLER INC DBA SIGLER	1,636.48	1,636.48	0142235081 4410	OXFORD/HVAC/MO / EQUIPMENT -
K64R0720	LOS ANGELES FREIGHTLINER INC	545.00	545.00	0113113036 5610	TRANS/REG-ED/TRANSPORTATION /
K64R0721	MATHEMATICAL OLYMPIADS	129.00	129.00	0137024010 5880	SY/MATH/INSTR / OTHER OPERATING EXPENSES

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K64R0722	REEL LUMBER SERVICE	209.60	209.60	0127017010 4310	KE/INDUS TECH/INSTR / INSTRUCTIONAL MATL &
K64R0723	ARAMARK SPORTS AND ENTERTAINME	1,307.56	1,307.56	0115115010 4390	EDUCATION/INSTR / MEETING EXPENSE - FOOD
K64R0724	LACASE	30.00	30.00	0119283011 5210	SYS/INSTR / TRAVEL AND CONFERENCE
K64R0725	LACASE	30.00	30.00	0119283011 5210	SYS/INSTR / TRAVEL AND CONFERENCE
K64R0726	LACASE	30.00	30.00	0119283011 5210	SYS/INSTR / TRAVEL AND CONFERENCE
K64R0727	LACASE	35.00	35.00	0119283011 5210	SYS/INSTR / TRAVEL AND CONFERENCE
K64R0728	NCSS	930.00	930.00	0144399010 5210	TITLE II IMPR TCHR QUAL - ED / TRAVEL AND
K64R0729	LACASE	30.00	30.00	0119283011 5210	SYS/INSTR / TRAVEL AND CONFERENCE
K64R0730	OCDE	175.00	175.00	0119283021 5210	SYS/SUPV INST / TRAVEL AND CONFERENCE
K64R0731	LGBT CENTER ORANGE COUNTY	150.00	150.00	0144000010 5810	LEX/INSTR / NON-INSTRUCTIONAL PROF CONSULT
K64R0732	CA TRANSITION ALLIANCE	350.00	350.00	0122000910 5210	MA/LCFF-CONCENTRATION/INSTR / TRAVEL AND
K64R0733	CA TRANSITION ALLIANCE	350.00	350.00	0122000910 5210	MA/LCFF-CONCENTRATION/INSTR / TRAVEL AND
K64R0734	GRAY STEP SOFTWARE INC	335.00	335.00	0131025040 5210	BR/ASB/ANCIL / TRAVEL AND CONFERENCE
K64R0735	HOROWITZ, FREDRIC R.	1,200.00	1,200.00	0104104072 5821	CERT HR/GENL ADM / LEGAL FEES
K64R0736	INTERNATIONAL BACCALAUREATE OR	739.00	739.00	0117469021 5210	ED/EDUCATOR EFFECTIVENESS/SUPR / TRAVEL
K64R0737	GES	3,132.00	3,132.00	0115115010 5810	EDUCATION/INSTR / NON-INSTRUCTIONAL PROF
K64R0738	GROSSMONT UNION HIGH SCHOOL DI	450.00	450.00	0127002010 5880	KE/BUS ED/INSTR / OTHER OPERATING EXPENSES
K64R0739	LACASE	35.00	35.00	0119283011 5210	SYS/INSTR / TRAVEL AND CONFERENCE
K64R0740	CALCP	3,460.00	3,460.00	0117393010 5210	INSTR SVC/VEA-2B/INSTR / TRAVEL AND
K64R0741	CADA CENTRAL	975.00	975.00	0120025040 5210	ANAHEIM/ASB/ANCIL / TRAVEL AND
K64R0742	CULVER NEWLIN	770.14	770.14	0120000910 4310	AN/LCFF-CONCENTRATION/INSTR /
K64R0743	TEXTBOOK WAREHOUSE	52.92	52.92	0121004010 4310	WESTERN/ENGLISH/INSTR / INSTRUCTIONAL
K64R0744	ANAHEIM ELEMENTARY SCHOOL DIST	144,097.00	144,097.00	0172489510 5100	SAFE SCHL/TUPE GNT-COHORT J /
K64R0745	TEXTBOOK WAREHOUSE	559.79	559.79	0121381010 4210	WE/ECIA TITLE I/INSTRUCTI / BOOKS AND

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K64R0746	CARNEGIE LEARNING INC.	5,575.76	5,575.76	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
K64R0747	SERVOCITY.COM	4,713.84	4,713.84	0117538010 4310	ED/CSUF STEM-INC(SCI/TECH/ENG /
K64R0748	CODECOMBAT INC.	810.00	810.00	0137900910 4310	SY/LCFF-CONCENTRATION/INSTR /
K64R0749	OMNISOURCE MARKETING	4,110.69	4,110.69	0172489510 4310	SAFE SCHL/TUPE GNT-COHORT J / INSTRUCTIONAL
K64R0750	QUALITY OFFICE FURNISHINGS INC	31,799.04	5,335.23 26,463.81	0110230081 4320 0110230081 6490	MAINTENANCE/MO / OTHER OFFICE/MISC MAINTENANCE/MO / EQUIPMENT - OTHER
K64R0751	HAAN CRAFTS LLC	2,465.03	2,465.03	0131013010 4310	BR/HECT/INSTR / INSTRUCTIONAL MATL &
K64R0752	EMC PUBLISHING CORP	3,670.48	3,670.48	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
K64S0090	JEYCO PRODUCTS INC	1,193.48	1,193.48	0100300000 9320	GEN FUND/INC & BALANCE SHEET / STORES
K64S0091	SHAMROCK SUPPLY CO.	943.49	943.49	0100300000 9320	GEN FUND/INC & BALANCE SHEET / STORES
K64S0092	SOUTHWEST SCHOOL AND OFFICE SU	28,162.58	28,162.58	0100300000 9320	GEN FUND/INC & BALANCE SHEET / STORES
K64S0093	LIBERTY PAPER	20,882.38	20,882.38	0100300000 9320	GEN FUND/INC & BALANCE SHEET / STORES
K64S0094	CERTIFIED ART SUPPLY	2,297.68	2,297.68	0100300000 9320	GEN FUND/INC & BALANCE SHEET / STORES
K64S0095	BANGKIT USA INC.	2,686.35	2,686.35	0100300000 9320	GEN FUND/INC & BALANCE SHEET / STORES
K64S0096	LOW/MARKUP INC.	677.46	677.46	0100300000 9320	GEN FUND/INC & BALANCE SHEET / STORES
K64S0097	OFFICE DEPOT	2,711.25	2,711.25	0100300000 9320	GEN FUND/INC & BALANCE SHEET / STORES
K64S0098	RELIABLE WORKPLACE SOLUTIONS	73.09	73.09	0100300000 9320	GEN FUND/INC & BALANCE SHEET / STORES
K64S0099	SCHOOL SPECIALTY INC	4,741.66	4,741.66	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
K64S0100	SOUTHWEST SCHOOL AND OFFICE SU	8,231.53	8,231.53	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
K64S0101	OFFICE DEPOT	3,870.72	3,870.72	0100300000 9320	GEN FUND/INC & BALANCE SHEET / STORES
K64S0102	SOUTHWEST SCHOOL AND OFFICE SU	4,136.83	4,136.83	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
K64S0103	STAPLES ADVANTAGE	4,091.95	4,091.95	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
K64S0104	BLICK ART MATERIALS LLC	654.09	654.09	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
K64S0105	NASCO MODESTO	3,963.71	3,963.71	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES

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K64T0138	SEHI COMPUTER PRODUCTS INC	228.64	228.64	0134140027 4320	WA/SCH ADM/SCH ADM / OTHER OFFICE/MISC
K64T0173	B AND H PHOTO VIDEO INC	1,166.25	43.16 1,123.09	0120025040 4310 0120025040 4410	ANAHEIM/ASB/ANCIL / INSTRUCTIONAL MATL & ANAHEIM/ASB/ANCIL / EQUIPMENT -
K64T0174	GST INC.	18,727.84	16,018.56 1,124.28 1,585.00	0100000510 4310 0100000510 5610 0100000510 5880	UNRESTRICTED CARRYOVER / INSTRUCTIONAL UNRESTRICTED CARRYOVER / REPAIRS/MAINT - O/S UNRESTRICTED CARRYOVER / OTHER OPERATING
K64T0175	SEHI COMPUTER PRODUCTS INC	916.00	916.00	0172172083 4410	SAFE SCHOOLS / EQUIPMENT - NON-CAPITALIZED
K64T0176	SEHI COMPUTER PRODUCTS INC	136.00	136.00	0172172083 5880	SAFE SCHOOLS / OTHER OPERATING EXPENSES
K64T0177	CDW GOVERNMENT INC.	2,529.50	2,529.50	0172172083 4410	SAFE SCHOOLS / EQUIPMENT - NON-CAPITALIZED
K64T0179	PATHWAY COMMUNICATIONS LTD	117.12	117.12	0120381010 4310	ANAHEIM/ECIA1/INSTR / INSTRUCTIONAL MATL &
K64T0180	SEHI COMPUTER PRODUCTS INC	6,482.40	6,482.40	0120381010 4310	ANAHEIM/ECIA1/INSTR / INSTRUCTIONAL MATL &
K64T0181	PC AND MACEXCHANGE	1,348.92	1,348.92	0120381010 4410	ANAHEIM/ECIA1/INSTR / EQUIPMENT -
K64T0182	SEHI COMPUTER PRODUCTS INC	12,964.80	12,964.80	0120381010 4310	ANAHEIM/ECIA1/INSTR / INSTRUCTIONAL MATL &
K64T0183	PC AND MACEXCHANGE	1,348.92	1,348.92	0120381010 4410	ANAHEIM/ECIA1/INSTR / EQUIPMENT -
K64T0184	SEHI COMPUTER PRODUCTS INC	259.20	259.20	0113113036 4320	TRANS/REG-ED/TRANSPORTATION / OTHER
K64T0185	SEHI COMPUTER PRODUCTS INC	2,272.10	2,272.10	0135140027 4410	DALE/SCH ADM/SCH ADM / EQUIPMENT -
K64T0186	VALIANT NATIONAL AV SUPPLY	351.22	351.22	0124230081 4355	LOARA/GENERAL/MO / MAINTENANCE SUPPLIES
K64T0187	SEHI COMPUTER PRODUCTS INC	946.62	946.62	0140025040 4410	SOUTH/ANCIL / EQUIPMENT - NON-CAPITALIZED
K64T0188	TECHSMITH	5,700.00	5,700.00	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
K64T0189	NTH GENERATION COMPUTING INC	1,429.27	1,429.27	0108108077 5610	INFO SYSTEM/DP / REPAIRS/MAINT - O/S SERVICES
K64T0190	ACCO BRANDS USA LLC DBA GBC	487.36	487.36	0137000010 5610	SY/INSTR / REPAIRS/MAINT - O/S SERVICES
K64T0191	SEHI COMPUTER PRODUCTS INC	4,688.35	4,688.35	0108108077 6490	INFO SYSTEM/DP / EQUIPMENT - OTHER
K64T0192	SEHI COMPUTER PRODUCTS INC	3,072.02	3,072.02	0108108077 6490	INFO SYSTEM/DP / EQUIPMENT - OTHER
K64T0193	SEHI COMPUTER PRODUCTS INC	12,218.16	12,218.16	0108108077 6490	INFO SYSTEM/DP / EQUIPMENT - OTHER
K64T0194	SEHI COMPUTER PRODUCTS INC	3,347.08	3,347.08	0108108077 6490	INFO SYSTEM/DP / EQUIPMENT - OTHER

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K64T0195	SEHI COMPUTER PRODUCTS INC	3,649.15	3,649.15	0108108077 6490	INFO SYSTEM/DP / EQUIPMENT - OTHER
K64T0196	SEHI COMPUTER PRODUCTS INC	5,258.47	5,258.47	0108108077 6490	INFO SYSTEM/DP / EQUIPMENT - OTHER
K64T0197	SEHI COMPUTER PRODUCTS INC	1,717.04	1,717.04	0108108077 6490	INFO SYSTEM/DP / EQUIPMENT - OTHER
K64T0198	SEHI COMPUTER PRODUCTS INC	5,315.48	5,315.48	0108108077 6490	INFO SYSTEM/DP / EQUIPMENT - OTHER
K64T0199	SEHI COMPUTER PRODUCTS INC	5,322.50	5,322.50	0108108077 6490	INFO SYSTEM/DP / EQUIPMENT - OTHER
K64T0200	SEHI COMPUTER PRODUCTS INC	2,335.21	2,335.21	0108108077 6490	INFO SYSTEM/DP / EQUIPMENT - OTHER
K64T0201	SEHI COMPUTER PRODUCTS INC	3,367.40	3,367.40	0108108077 6490	INFO SYSTEM/DP / EQUIPMENT - OTHER
K64T0202	SEHI COMPUTER PRODUCTS INC	4,108.56	4,108.56	0108108077 6490	INFO SYSTEM/DP / EQUIPMENT - OTHER
K64T0203	SEHI COMPUTER PRODUCTS INC	3,662.46	3,662.46	0108108077 6490	INFO SYSTEM/DP / EQUIPMENT - OTHER
K64T0204	SEHI COMPUTER PRODUCTS INC	1,734.06	1,734.06	0108108077 6490	INFO SYSTEM/DP / EQUIPMENT - OTHER
K64T0205	SEHI COMPUTER PRODUCTS INC	3,994.54	3,994.54	0108108077 6490	INFO SYSTEM/DP / EQUIPMENT - OTHER
K64T0206	SEHI COMPUTER PRODUCTS INC	5,101.62	5,101.62	0108108077 6490	INFO SYSTEM/DP / EQUIPMENT - OTHER
K64T0207	SEHI COMPUTER PRODUCTS INC	4,159.60	4,159.60	0108108077 6490	INFO SYSTEM/DP / EQUIPMENT - OTHER
K64T0208	SEHI COMPUTER PRODUCTS INC	1,912.10	1,912.10	0108108077 6490	INFO SYSTEM/DP / EQUIPMENT - OTHER
K64T0209	PCM SALES INC	251.15	251.15	0172172083 4320	SAFE SCHOOLS / OTHER OFFICE/MISC SUPPLIES
K64T0210	SEHI COMPUTER PRODUCTS INC	903.82	887.62	0172172083 4410	SAFE SCHOOLS / EQUIPMENT - NON-CAPITALIZED
			16.20	0172489510 4310	SAFE SCHL/TUPE GNT-COHORT J / INSTRUCTIONAL
K64T0211	AUDIO RESOURCE GROUP INC	5,614.80	5,614.80	0138381110 6490	TITLE I - PARENTING / EQUIPMENT - OTHER
K64T0212	ADORAMA	5,453.78	5,453.78	0142025040 4410	OXFORD/ANCIL / EQUIPMENT - NON-CAPITALIZED
K64T0213	TROXELL COMMUNICATIONS INC	8,812.80	8,812.80	0125381010 4410	KA/ECIA1/INSTR / EQUIPMENT - NON-CAPITALIZED
K64T0214	CSMI SOLUTIONS	1,800.00	1,800.00	0115115010 5880	EDUCATION/INSTR / OTHER OPERATING
K64T0215	SEHI COMPUTER PRODUCTS INC	3,369.60	3,369.60	0125000910 4310	KA/LCFF-CONCENTRATION/INSTR /
K64T0216	SEHI COMPUTER PRODUCTS INC	5,381.64	5,381.64	0125381010 4310	KA/ECIA1/INSTR / INSTRUCTIONAL MATL &
K64T0217	BOOK SYSTEMS INC	318.60	318.60	0123000010 4310	SA/INSTR / INSTRUCTIONAL MATL & SUPPLIES

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K64T0218	SEHI COMPUTER PRODUCTS INC	251.64	251.64	0108108077 4320	INFO SYSTEM/DP / OTHER OFFICE/MISC SUPPLIES
K64T0219	CSBA	5,410.00	5,410.00	0102102071 5310	SUPT/BRD SUPT / DUES AND MEMBERSHIPS
K64T0220	ZONAR SYSTEMS INC	1,056.13	1,056.13	0179113036 4375	GARAGE/TRANS-REG ED/TRANSPORT /
K64T0221	EVREX CORPORATION	1,738.44	343.44	0115115021 4320	EDUCATION/SUPV INST / OTHER OFFICE/MISC
			1,395.00	0115115021 5610	EDUCATION/SUPV INST / REPAIRS/MAINT - O/S
K64T0222	GST INC.	205.10	205.10	0142000910 4310	OX/LCFF-CONCENTRATION/INSTR /
K64T0223	D AND D SECURITY RESOURCES INC	258.98	258.98	0119283011 4310	SYS/INSTR / INSTRUCTIONAL MATL & SUPPLIES
K64T0224	VISION COMMUNICATIONS CO.	1,929.96	1,929.96	0127000010 4310	KE/INSTR / INSTRUCTIONAL MATL & SUPPLIES
K64T0225	APPLE INC	9,494.82	9,494.82	0120110810 4410	AN/LCFF-IJC/INSTR / EQUIPMENT -
K64T0226	VISION COMMUNICATIONS CO.	1,130.76	1,130.76	0124400010 4320	LO/MANDATED 1-TIME FUNDS/INSTR / OTHER
K64T0227	APPLE INC	2,045.28	2,045.28	0119283011 4310	SYS/INSTR / INSTRUCTIONAL MATL & SUPPLIES
K64T0228	HEWLETT PACKARD COMPANY	69.88	69.88	0119283011 4310	SYS/INSTR / INSTRUCTIONAL MATL & SUPPLIES
K64T0229	PATHWAY COMMUNICATIONS LTD	642.49	642.49	0122088039 4410	MA/PARENT CENTER/OTH PUPIL SER / EQUIPMENT
K64T0230	SEHI COMPUTER PRODUCTS INC	648.24	648.24	0122088039 4320	MA/PARENT CENTER/OTH PUPIL SER / OTHER
K64T0231	TROXELL COMMUNICATIONS INC	2,289.49	2,289.49	0120381010 4310	ANAHEIM/ECIAI/INSTR / INSTRUCTIONAL MATL &
K64T0232	RJ COOPER	323.08	323.08	0119257011 4310	SEVER HDCP/SE SEP CL/SEV / INSTRUCTIONAL
K64T0233	BOOK SYSTEMS INC	74.80	74.80	0135000024 4315	DALE / L M T / LIBRARY/MEDIA/TECH SUPPLIES
K64T0234	APPLE INC	199.99	199.99	0140381010 4310	SOUTH/ECIAI/INSTR / INSTRUCTIONAL MATL &
K64T0235	SEHI COMPUTER PRODUCTS INC	244.20	244.20	0134140027 4320	WA/SCH ADM/SCH ADM / OTHER OFFICE/MISC
K64T0236	IDMS INC.	334.95	334.95	0107107072 4320	ACCTG / GENL ADM / OTHER OFFICE/MISC
K64T0237	IDMS INC.	160.94	160.94	0107107072 4320	ACCTG / GENL ADM / OTHER OFFICE/MISC
K64T0238	EXPLORELEARNING	799.00	799.00	0131381010 5880	BR/ECIAI/INSTR / OTHER OPERATING EXPENSES
K64T0240	EDU REPLACEMENTS LLC	118.80	118.80	0144000010 4310	LEX/INSTR / INSTRUCTIONAL MATL & SUPPLIES
K64T0241	ROSETTA STONE LTD.	21,779.00	21,779.00	0163153020 5880	SP PRG ADMN/IN HOUSE DEV / OTHER OPERATING

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 11/10/2016

FROM 10/04/2016 TO 10/31/2016

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
K64T0242	SEHI COMPUTER PRODUCTS INC	1,516.00	1,516.00	0115115021 4410	EDUCATION/SUPV INST / EQUIPMENT -
K64T0243	NETOP	1,120.00	1,120.00	0121393010 5880	WESTERN/VEA-2B/INSTR / OTHER OPERATING
K64T0244	BOOK SYSTEMS INC	74.80	74.80	0125000910 4310	KA/LCFF-CONCENTRATION/INSTR /
K64T0245	VISION COMMUNICATIONS CO.	753.84	753.84	0132140027 4320	OR/SCH ADM/SCH ADM / OTHER OFFICE/MISC
K64T0246	BLACKBOARD INC	34,177.50	34,177.50	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
K64T0247	SOFTCHALK LLS	12,500.00	12,500.00	0117393010 5880	INSTR SVC/VEA-2B/INSTR / OTHER OPERATING
K64T0248	ROSETTA STONE LTD.	2,550.00	2,550.00	0120381010 5880	ANAHEIM/ECIA1/INSTR / OTHER OPERATING
K64T0249	B AND H PHOTO VIDEO INC	6,085.75	1,659.91	0120487010 4310	MULTIMEDIA COMPUTER TECH/INST /
			4,425.84	0120487010 4410	MULTIMEDIA COMPUTER TECH/INST / EQUIPMENT
K64T0250	FLOCABULARY INC	96.00	96.00	0127041010 5880	KE/ELD/INSTR / OTHER OPERATING EXPENSES
K64T0251	GLOGSTER	4,750.00	4,750.00	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
K64T0252	SEHI COMPUTER PRODUCTS INC	37,120.56	2,162.16	0123000910 4310	SA/LCFF-CONCENTRATION/INSTR /
			34,958.40	0123000910 4410	SA/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
K64T0253	KEM VENTURES INC	85.49	85.49	0120000910 4310	AN/LCFF-CONCENTRATION/INSTR /
K64T0254	SEHI COMPUTER PRODUCTS INC	32,412.00	32,412.00	0125381010 4310	KA/ECIA1/INSTR / INSTRUCTIONAL MATL &
K64T0255	SEHI COMPUTER PRODUCTS INC	1,317.60	1,317.60	0124251511 4310	LEARN HD/CP S/SE SEP CL/NSEV / INSTRUCTIONAL
K64T0256	B AND H PHOTO VIDEO INC	1,295.72	1,295.72	0144025040 4310	LEX/ASB/ANCIL / INSTRUCTIONAL MATL &
K64T0257	B AND H PHOTO VIDEO INC	146.19	146.19	0140002010 4310	SOUTH/BUS ED/INSTR / INSTRUCTIONAL MATL &
K64T0258	B AND H PHOTO VIDEO INC	331.65	331.65	0140002010 4310	SOUTH/BUS ED/INSTR / INSTRUCTIONAL MATL &
K64T0259	SEHI COMPUTER PRODUCTS INC	11,040.00	11,040.00	0108108077 5610	INFO SYSTEM/DP / REPAIRS/MAINT - O/S SERVICES
K64T0260	SUPPORT WAREHOUSE LTD	787.00	787.00	0108108077 5610	INFO SYSTEM/DP / REPAIRS/MAINT - O/S SERVICES
K64T0261	SEHI COMPUTER PRODUCTS INC	2,592.00	2,592.00	0108108077 4320	INFO SYSTEM/DP / OTHER OFFICE/MISC SUPPLIES
K64X0399	HOME DEPOT CREDIT SERVICES	5,000.00	5,000.00	0128591510 4310	CY/LOCAL GRANT & GIFT / INSTRUCTIONAL MATL
K64X0400	MUSIC AND ARTS CENTERS	1,000.00	1,000.00	0132901010 4310	OR/LOCAL GRANT/INSTR / INSTRUCTIONAL MATL

VENDOR CHECK REGISTER
OCTOBER 4, 2016 THROUGH OCTOBER 31, 2016

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
A 1 FENCE COMPANY	V6408537	4355	583.26	00136457
A U H S D FOOD SERVICE DEPT	V6400023	4310	203.40	00136382
		4390	713.44	00136382
			653.56	00136710
		8699	38.50	00136382
A1 TRANSMISSION SERVICE	V6400030	5610	481.95	00136458
AAA ELECTRIC MOTOR SALES	V6400033	4347	666.16	00136383
			595.41	00136459
AARDVARK CLAY AND SUPPLIES INC	V6400035	4310	1,513.25	00136384
			1,106.35	00136465
ACE HARDWARE	V6411077	4310	29.40	00136466
ACOUSTICAL MATERIAL SERVICES	V6400070	4355	890.09	00136467
			220.53	00136643
ACS BILLING SERVICE	V6400072	5580	3,583.28	00136711
ADAIR, MATTHEW	V6411830	8699	63.99	00136468
ADI	V6400095	4355	126.69	00136460
			1,169.59	00136826
ADVANCE PLACEMENT PROGRAM	V6400103	4310	559.00	00136827
ADVANCED OFFICE SERVICES	V6408685	4320	217.06	00136523
		5610	1,721.88	00136523
ADVANCED POOLS AND SPAS INC	V6412464	5610	2,200.00	00136644
AIRWOLF 3D	V6411803	4310	259.20	00136469
		4410	5,249.20	00136469
			4,680.60	00136524
AJ FISTES CORPORATION	V6412395	5610	292,328.30	00136433
ALAMEDA COUNTY OFFICE OF EDUCATION	V6412437	5210	250.00	00136470
ALBRIGHT LIGHTING PLASTICS	V6410869	4355	823.66	00136471
ALGY TRIMMINGS CO INC	V6412442	4310	798.41	00136472
ALL AMERICAN TROPHY ENGRAVING	V6400159	4320	3,011.04	00136735
ALLIANCE ENVIRONMENTAL COMPLIANCE INC	V6400169	5610	6,454.60	00136500
			3,357.36	00136645
ALTERNATIVE REVOLVING CASH	V6400190	4199	240.77	00136952
		4210	109.75	00136952
		4310	2,196.49	00136828
			2,952.63	00136952
		4315	74.24	00136828
			70.95	00136952
		4320	999.49	00136828
			1,269.24	00136952
		4347	330.67	00136828
			1,001.17	00136952
		4355	47.36	00136828
		4366	50.00	00136828
		4367	5.00	00136828
		4390	1,013.10	00136828
			991.53	00136952
		5210	104.76	00136828
		5880	162.00	00136828
			160.00	00136952
		5910	325.10	00136828
			23.50	00136952

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
AMERICAN MEDICAL AND HOSPITAL SUPPLY CO INC	V6405265	9320	964.81	00136473
AMTECH ELEVATOR SERVICES	V6412267	5610	6,255.00	00136501
ANAHEIM HIGH SCHOOL	V6400260	4320	120.00	00136736
		5810	972.00	00136461
		8699	19.92	00136829
ANAHEIM UNION HIGH SCHOOL DIST	V6400267	5454	40,255.45	00136666
APPLE INC	V6400319	4310	1,932.00	00136474
			804.60	00136525
		4410	1,297.92	00136474
APPROACH LEARNING AND ASSESSMENT CENTERS INC.	V6404702	5860	1,612.44	00136475
			11,743.47	00136887
ARELLANO, GEISY	V6411702	5230	200.00	00136803
ARMSTRONG, IAN	V6408439	5220	41.58	00136804
ART SUPPLY WAREHOUSE	V6400350	4310	111.49	00136476
			25.57	00136526
ARTIANO SHINOFF AND HOLTZ A.P.C.	V6408054	5821	23,034.18	00136737
			40,130.10	00136830
ASBURY ENVIRONMENTAL SERVICES	V6400358	5610	55.00	00136477
ASSOCIATED BUSINESS PRODUCTS	V6400369	5610	88.50	00136478
			94.98	00136738
AT AND T	V6400374	5918	21,069.50	00136739
ATVANTAGE ATHLETIC TRAINING	V6411449	5805	2,681.25	00136527
			4,192.50	00136740
ATWOOD, ROCHELLE	V6403982	5610	189.58	00136528
AVID CENTER	V6400410	5210	3,625.00	00136479
AZEVEDO, VICKY	V6412068	5220	102.74	00136646
			72.09	00136741
B AND H PHOTO VIDEO INC	V6400422	4310	221.00	00136529
		4410	3,425.10	00136529
B AND K ELECTRIC WHOLESALE	V6400623	4355	1,029.28	00136385
			27.13	00136530
			76.25	00136647
B AND M LAWN AND GARDEN INC	V6400423	4347	566.82	00136386
			174.25	00136531
			116.60	00136648
BACH COMPANY, THE	V6407748	4310	368.24	00136532
BALL JR HIGH SCHOOL	V6400433	8699	83.42	00136831
BARNES AND NOBLE	V6400450	4210	646.49	00136533
BARNEY'S BLENDS INC.	V6411700	4347	437.06	00136742
BAY ALARM COMPANY	V6410926	5610	7,201.52	00136579
BEE BUSTERS	V6400472	5610	300.00	00136649
BELL PIPE AND SUPPLY CO	V6400476	4355	646.78	00136534
			44.56	00136650
BENNETT, VIASHALI	V6406304	5210	60.00	00136535
			75.00	00136940
BERARDI, JANET	V6402262	5220	131.02	00136536
BEST BEST AND KRIEGER LLP	V6400491	5821	3,802.63	00136774
BILLINGS, JANICE	V6402265	3701	1,099.20	00136537
BIO RAD LABORATORIES INC.	V6407739	4410	590.00	00136651
BIOMETRICS4ALL INC	V6409224	5880	106.50	00136712
BLICK ART MATERIALS LLC	V6401357	4310	93.20	00136652
BONDED CLEANERS	V6411953	5560	813.15	00136538
BOOK SYSTEMS INC	V6412321	4310	1,274.40	00136653
		4315	383.40	00136713
		4320	637.20	00136653

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
BROOKHURST JUNIOR HIGH SCHOOL	V6400602	5810	530.00	00136539
		8699	115.39	00136832
BROOKS INSTALLATIONS	V6403919	5610	1,750.00	00136654
BROWN, GARY	V6407729	5210	1,045.42	00136540
BSN SPORTS	V6400615	4310	9,317.58	00136541
BUDDY'S ALL STARS INC	V6406311	4310	303.64	00136655
BUSWEST LLC	V6407892	4376	389.62	00136656
C TECH CONSTRUCTION INC.	V6410905	5610	250.00	00136833
CABE	V6400656	5210	3,825.00	00136743
CADA CENTRAL	V6400658	5210	975.00	00136834
CALCP	V6400671	5210	395.00	00136835
CALIFORNIA CUSHION COMPANY INC.	V6411382	4355	195.48	00136805
CALIFORNIA DEPT. OF JUSTICE	V6400689	5880	4,814.00	00136888
CALIFORNIA INTERSCHOLASTIC	V6400699	5310	2,244.00	00136836
CALIFORNIA RETROFIT INC	V6406910	4355	625.33	00136806
CAMERON WELDING SUPPLY	V6400741	4310	433.16	00136807
CAPISTRANO GOLF CARS INC	V6411745	5610	1,002.00	00136808
CAREY SIGN CORPORATION	V6410502	5610	4,260.00	00136889
CARMAN, CANDICE	V6412031	5220	76.95	00136542
CARNEGIE LEARNING INC.	V6411378	4150	6,932.38	00136809
CAROLINA BIOLOGICAL SUPPLY CO.	V6400778	4310	500.25	00136810
CCIS	V6406510	5210	3,760.00	00136744
CDW GOVERNMENT INC.	V6400819	4310	100.44	00136811
CEMEX	V6404364	4347	673.89	00136812
CENGAGE LEARNING	V6404723	4150	36,061.20	00136657
			6,181.92	00136813
CENGAGE LEARNING - GALE	V6401797	5880	2,501.43	00136814
CERTIFIED ART SUPPLY	V6400850	9320	4,607.93	00136387
CHAN, HELEN	V6411536	5210	135.00	00136941
CHANG, JIN	V6405370	5210	526.50	00136543
			847.40	00136658
CHAPMAN COAST ROOF COMPANY INC.	V6410263	5610	156,915.68	00136434
			8,182.64	00136934
CHAPMAN UNIVERSITY	V6400867	4310	1,000.00	00136544
CHENG AND TSUI COMPANY	V6407182	4150	3,786.25	00136815
CHILD SHUTTLE	V6406415	5870	1,514.00	00136545
CHUNG, HELEN	V6402028	5210	60.00	00136462
CITY OF ANAHEIM	V6400957	5520	262,017.12	00136480
			49,047.53	00136546
			881.29	00136667
			75,504.82	00136745
		5530	51,373.61	00136480
			7,100.45	00136546
			3,678.00	00136667
			11,187.03	00136745
		5580	23,574.41	00136480
			3,657.43	00136546
			2,549.85	00136667
			5,853.42	00136745
CITY OF BUENA PARK	V6400958	5530	3,392.41	00136816
CLARK SECURITY PRODUCTS	V6400966	4355	1,138.77	00136817
CLETA HARDER DEVELOPMENTAL SCHOOL	V6407031	5860	5,850.30	00136818
CLTA	V6400989	5210	330.00	00136837
COCO PRINTING AND GRAPHICS	V6410045	5810	1,309.41	00136463
COLLEGE BOARD	V6401012	4310	923.40	00136890

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
COLON, MANUEL	V6402939	5210	461.06	00136942
COMMERCIAL AQUATIC SERVICES INC.	V6411131	5610	6,610.90	00136891
COMPREHENSIVE DRUG TESTING	V6410899	5810	630.00	00136819
CONCEPT PAVING SOLUTIONS INC	V6412402	5610	5,250.00	00136580
CONTINENTAL CHEMICAL AND SANITARY	V6409578	9320	15,115.34	00136659
			1,620.00	00136838
CORRAL, ANNA	V6400299	5210	483.90	00136388
COUNTS, JACKIE	V6406390	5210	361.59	00136464
COWAN, DARRELL AND BRENDA	V6412256	5850	3,521.67	00136892
CREATIVE BUS SALES	V6409840	4376	50.89	00136820
			93.44	00136839
CULVER NEWLIN	V6411589	4310	931.50	00136821
		4320	1,131.19	00136389
		4410	667.44	00136821
CUSTOM SIGNS INC	V6408988	6490	14,214.00	00136502
CVT RECYCLING	V6407455	5580	740.66	00136390
			541.95	00136822
D. HAUPTMAN CO. INC.	V6405405	9320	3,240.00	00136893
DAILY SAW SERVICE	V6409559	5610	96.00	00136840
DALE JUNIOR HIGH ASB	V6405581	8699	2.58	00136841
DARTCO TRANSMISSION SALES SVC	V6401258	4376	2,133.00	00136842
DATA IMPRESSIONS	V6410357	9320	850.50	00136843
DBQ PROJECT, THE	V6406985	4210	1,404.00	00136547
DECKER INC	V6401302	4347	140.85	00136844
DEMCO INC	V6401318	4315	830.00	00136845
DHAWAN, SONITA	V6410951	5220	53.78	00136823
DIAZ, MICHELLE	V6411432	5210	202.56	00136548
DISCIPLINA POSITIVA INC	V6411770	5805	8,000.00	00136391
DISCOVERY SOURCE INC.	V6412465	4210	472.92	00136846
DRAMATIC PUBLISHING	V6401438	4310	199.00	00136549
DUCA, JASON	V6407065	5220	147.15	00136668
DUNN EDWARDS PAINTS	V6401448	4355	1,104.42	00136392
			2,760.81	00136847
DURIS, SUZANNE	V6412480	5210	497.71	00136894
E.B. BRADLEY COMPANY	V6401456	4355	226.55	00136895
EBSCO SUBSCRIPTION SERVICE	V6401474	4210	495.24	00136896
		4310	52.96	00136896
		4315	358.91	00136896
ECONOMY RENTALS INC	V6401478	5610	258.56	00136550
			12.24	00136897
		5620	1,800.38	00136393
			1,035.15	00136897
ENG, SITTY	V6410854	5210	657.58	00136394
ENGINEERING ALIGNMENT SYSTEMS INC	V6407252	5810	3,990.00	00136481
ESCOE, BARRY	V6400453	3701	2,217.00	00136714
ETR ASSOCIATES	V6401609	4310	270.99	00136898
EVERYTHING MEDICAL	V6404851	9320	520.16	00136899
EVOQUA WATER TECHNOLOGIES LLC.	V6408457	4380	441.44	00136395
EWING IRRIGATION PRODUCTS	V6401634	4347	822.81	00136900
EXPO PROPANE	V6412144	5810	957.43	00136901
EXPRESS PIPE AND SUPPLY CO INC	V6401644	4355	760.96	00136902
FACILITY SOLUTIONS GROUP INC.	V6412428	9320	45.36	00136482
FARMAN, JUANA	V6406999	5220	106.60	00136669
FARMERS AND MERCHANTS BANK	V6412156	5880	15,884.45	00136903
FARR'S CUSTOM CARBIDE TOOLING	V6410142	4355	100.80	00136595

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
FELIX, STEPHANIE	V6412478	5220	78.18	00136848
FENCESCREEN INC	V6412297	4347	566.77	00136596
FENN TERMITE AND PEST CONTROL	V6401679	5610	1,036.00	00136850
FERGUSON ENTERPRISES INC	V6409823	4347	1,111.55	00136483
FERRELLGAS LP	V6411875	5810	1,041.45	00136484
			677.62	00136551
			1,727.40	00136597
			430.70	00136746
			1,537.89	00136851
FISHER SCIENCE EDUCATION	V6401697	4310	48.83	00136435
FIVE STAR RUBBER STAMP INC	V6405116	4320	82.86	00136598
FLEET SERVICES INC	V6405625	4370	177.68	00136747
		4376	195.37	00136747
		4385	1,181.50	00136599
FLINN SCIENTIFIC INC	V6401708	4310	113.93	00136485
			10,804.61	00136552
			16,126.79	00136670
			93.18	00136907
		4410	1,009.71	00136670
FOLLETT SCHOOL SOLUTIONS INC.	V6411526	4150	8,052.44	00136486
		4210	398.52	00136486
FOUNDATION FOR EDUCATIONAL	V6401735	5210	1,950.00	00136553
		5810	11,130.00	00136436
FROG ENVIRONMENTAL INC.	V6407428	5610	1,059.00	00136554
			1,059.00	00136748
FUJIMOTO, DIANA	V6401342	5210	490.50	00136555
GALE SUPPLY CO	V6401798	9320	393.98	00136775
GANAHL LUMBER CO	V6401804	4355	3,232.78	00136600
			3,232.78	00136776
		9320	393.98	00136600
GARY'S RADIATOR SERVICE	V6401818	5610	125.00	00136601
GAS COMPANY, THE	V6404372	5510	52.30	00136487
			11,389.89	00136671
GDL BEST CONTRACTORS INC	V6412393	5610	435,639.12	00136437
GEARY PACIFIC SUPPLY	V6401824	4347	232.95	00136602
		4410	977.29	00136602
GIANNELLI ELECTRIC INC.	V6401857	5610	7,959.00	00136396
			8,642.00	00136503
GILBERT SOUTH ASB	V6407543	5880	280.00	00136852
GILMAN, GARY R.	V6410259	5805	540.00	00136749
GLASBY MAINTENANCE SUPPLY CO.	V6401863	4347	893.28	00136603
GLENN, JERRY	V6402322	3701	1,099.20	00136604
GOLDEN STATE WATER COMPANY	V6408018	5530	37,043.09	00136853
GOLDEN WEST MEDICAL CENTER	V6401892	5810	1,295.00	00136605
GOOGLE APPS EXPERTS INC	V6412419	5880	875.00	00136438
GOPHER SPORTS EQUIPMENT	V6401902	4310	694.03	00136606
GRAINGER	V6404982	4347	470.48	00136607
		4355	2,060.92	00136607
		4385	283.94	00136607
		4410	745.04	00136607
			1,490.08	00136854
GRAY STEP SOFTWARE INC	V6411851	5210	335.00	00136855
GRAYBAR ELECTRIC COMPANY	V6401918	4320	2,792.65	00136750
		4355	522.03	00136750
GREAT AMERICAN BUSINESS PROD.	V6401919	4320	237.00	00136856

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
GREATER ANAHEIM SELPA	V6401927	8311	176,254.58	00136608
GREENS DISCOUNT GLASS AND SCREEN	V6409591	4355	1,241.92	00136609
GROVE, KELLY A.	V6409563	5220	65.88	00136857
H AND H AUTO PARTS WHOLESAL	V6401967	4375	661.15	00136908
		4376	188.78	00136908
		4385	(28.30)	00136908
HATCHER, PATTY	V6408994	5220	99.26	00136488
HAUGEN, CRAIG	V6401122	3701	1,099.20	00136610
HAZ PARTY RENTAL	V6402005	5620	287.50	00136909
HD INDUSTRIES	V6401983	4370	27.54	00136910
		4376	837.97	00136910
		4385	565.31	00136910
HEALTH EDCO	V6402013	4310	1,577.33	00136911
HENRY SCHEIN INC	V6411726	4320	607.21	00136912
HENRY, STEPHANIE	V6411667	5210	390.87	00136715
HERRERA, ROBYN	V6412036	5220	81.86	00136672
HOME DEPOT CREDIT SERVICES	V6405234	4310	84.67	00136858
		4320	197.36	00136751
		4355	2,133.54	00136612
			1,113.84	00136751
			375.99	00136913
		4375	215.94	00136612
HORIZON	V6408259	4347	2,429.67	00136914
HOUGHTON MIFFLIN HARCOURT	V6407563	4150	1,737.12	00136613
			11,662.87	00136915
HUERTA, ARACELI	V6412476	5210	2,602.46	00136777
HUTTNER, HEATHER	V6412032	5220	68.64	00136556
ICS SERVICE CO.	V6406452	5620	782.00	00136614
IDENTICARD SYSTEMS WORLDWIDE INC	V6409335	4320	405.00	00136752
IMAGE APPAREL FOR BUSINESS	V6402628	4345	740.97	00136916
IMPERIAL PRODUCTS INC.	V6402137	4355	4,539.65	00136917
INLAND TOP SOIL MIXES INC.	V6402153	4347	513.00	00136918
J AND M PROMOTIONS INC	V6402207	4310	1,557.49	00136778
			244.95	00136859
J.W. PEPPER AND SON INC.	V6402214	4310	1,906.47	00136919
JACKSONS A S BREA F M P	V6406346	4347	1,560.69	00136557
			696.04	00136779
		4370	1,764.68	00136557
			1,910.88	00136921
		4375	520.54	00136779
			170.75	00136921
		4376	20.28	00136779
			1,846.55	00136921
		4385	254.56	00136557
			127.08	00136779
			404.33	00136921
		4387	967.68	00136557
			42.90	00136779
			2,831.46	00136921
		5610	19.80	00136557
JB BOSTICK COMPANY INC	V6411311	5610	591,513.70	00136904
			31,132.30	00136953
JEYCO PRODUCTS INC	V6402332	4375	2,672.16	00136780
			2,979.12	00136922
		4376	499.46	00136780

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
		4385	26.89	00136780
JHM SUPPLY INC.	V6411647	4347	4,499.24	00136615
			591.73	00136781
			994.00	00136923
		4410	950.40	00136923
JOE RHODES MAINTENANCE SERVICE	V6402367	5610	1,339.04	00136616
JOHNSON HEALTH TECH NORTH AMERICA INC	V6412443	4410	9,134.64	00136860
JOHNSTONE SUPPLY	V6402415	4347	101.87	00136782
			203.75	00136924
JUNIOR LIBRARY GUILD	V6402477	4210	1,344.61	00136783
KENNEDY HIGH SCHOOL	V6402571	5880	4,573.00	00136489
			72.00	00136558
			72.00	00136617
KEYBOARD TEACHER	V6406412	4310	375.95	00136925
KIWI INGENUITY	V6412117	5610	4,920.00	00136905
KNOWLAND CONSTRUCTION SERVICES LLC	V6409073	5610	22,473.00	00136397
			10,370.00	00136935
KONICA MINOLTA BUSINESS	V6403156	5620	3,727.72	00136559
			4,339.09	00136936
			7,514.39	00136937
KYA SERVICES	V6411393	5610	300.00	00136926
LA PALMA CLEANERS	V6411465	5560	1,105.00	00136861
LACOE	V6406272	5210	475.00	00136927
		7142	7,847.60	00136862
LAGUNA CLAY CO.	V6402645	4310	570.53	00136928
LAM, JANE	V6412453	5220	11.61	00136673
LANGUAGE NETWORK INC	V6409301	5810	3,210.00	00136560
LARNER, JOHN	V6402395	3702	1,099.20	00136618
LE, CAITLIN	V6411725	5220	80.57	00136674
LEONARD CHAIDEZ TREE SERVICE	V6402714	4347	95.00	00136929
LETTER PERFECT SIGNS	V6402726	4355	948.24	00136619
LEVITIN, KIRSTEN	V6412469	5210	483.33	00136561
LEXINGTON JUNIOR HIGH SCHOOL	V6402729	5810	530.00	00136863
		8699	23.46	00136863
LINCOLN AQUATICS	V6411554	4347	323.73	00136930
LINDY OFFICE PRODUCTS	V6411539	9320	1,630.37	00136931
LOARA ASB	V6402803	5810	2,927.00	00136562
		8699	26.26	00136864
LOPEZ, CYNTHIA D.	V6407771	5220	198.18	00136865
LOS ANGELES COUNTY	V6408758	5210	1,900.00	00136753
LOS ANGELES FREIGHTLINER INC	V6402833	4376	442.42	00136932
		4385	(337.50)	00136932
LUCYS LAUNDRY ANAHEIM	V6412017	5560	831.54	00136675
			169.44	00136676
LUDEMAN, TISHA	V6407013	5210	45.00	00136933
MAGNOLIA HIGH SCHOOL	V6402920	8699	44.74	00136866
MAINTEX INC.	V6411331	9320	71.02	00136439
MATSUDA, MICHAEL	V6403107	5220	72.80	00136677
			77.49	00136754
MC CARTHY, EILEEN	V6412467	5220	24.41	00136563
MC FADDEN DALE HARDWARE CO	V6403056	4347	100.76	00136784
		4355	287.49	00136490
			464.56	00136784
		4375	16.63	00136784
MC GRAW HILL ALEKS	V6409330	4210	1,750.00	00136491

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
MC GRAW HILL EDUCATION INC.	V6411310	4150	9,148.91	00136440
MC KESSON MEDICAL SURGICAL INC.	V6403060	9320	10.35	00136441
MEDCO SPORTS MEDICINE	V6405872	4320	1,559.68	00136492
MERCADO, CLAUDIA	V6406536	5220	5.72	00136678
METCALFE, ANGELA	V6412468	5210	489.42	00136564
MOBILE INDUSTRIAL SUPPLY	V6407890	4375	115.35	00136442
		4376	56.00	00136493
MONTENEGRO, ROBERT	V6403968	3701	1,658.40	00136620
MONTGOMERY HARDWARE CO.	V6405624	4355	2,350.64	00136494
MONTGOMERY, VANESSA	V6411453	5210	470.00	00136443
MORRISSEY, MEGAN	V6408952	5210	45.00	00136565
MPS	V6404926	4150	9,223.89	00136444
			29,614.20	00136943
MUENCH CASANOVA, FABIANA	V6408566	5210	335.28	00136566
			38.87	00136867
NAKAYAMA, LYNN	V6405812	5210	115.40	00136567
NEVCO INC	V6406113	6490	8,267.59	00136495
NICOLE MILLER AND ASSOCIATES INC.	V6411341	5810	5,200.00	00136581
NORBERTS ATHLETIC PRODUCTS INC	V6412400	4310	602.52	00136496
		4410	552.96	00136496
OC LAND MGMT SERVICE	V6405473	4347	594.86	00136785
OCDE	V6403452	5210	1,675.00	00136755
		5810	780.00	00136497
		5880	3,700.00	00136660
OFFICE DEPOT	V6403421	4320	575.02	00136621
			166.10	00136868
		9320	10,843.16	00136716
OFFICE DIGITAL SOLUTIONS PLUS INC.	V6411101	4320	4,048.59	00136498
ONE DAY SIGNS	V6405664	5810	1,987.74	00136399
ONOPA, SYLVIA	V6412053	5210	160.00	00136680
ORANGE COUNTY FIRE PROTECTION	V6403457	4355	168.48	00136869
		5610	399.82	00136400
			666.60	00136869
ORANGE COUNTY PUBLIC SAFETY	V6411157	5810	13,700.00	00136786
ORANGE LEAGUE, THE	V6405548	5310	1,750.00	00136504
ORANGEVIEW JR HIGH SCHOOL	V6403468	8699	62.04	00136870
O'REILLY AUTO PARTS	V6411401	4370	419.01	00136398
			515.61	00136568
			45.89	00136679
		4375	146.85	00136568
		4376	113.44	00136445
			29.89	00136679
		4385	97.18	00136679
ORVAC ELECTRONICS	V6403479	4355	62.53	00136582
			267.30	00136871
PADILLA, RICARDO	V6403917	5210	342.26	00136756
PALOMINO, RAMON	V6409308	5210	140.00	00136787
PALOMINO, STEPHANIE	V6412425	5210	887.11	00136757
PANELLA, DOMINIQUE	V6401386	5210	358.21	00136505
PARADIGM HEALTHCARE SERVICES	V6403536	5810	1,000.00	00136506
			3,492.55	00136622
			1,000.00	00136872
PARAMOUNT PAINTING INC	V6408848	5610	5,900.00	00136788
PARK, ESTHER	V6411350	5220	68.04	00136681
PARKER AND COVERT LLP	V6403544	5821	1,500.00	00136873

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
PARKHOUSE TIRE INC.	V6403547	4385	4,257.68	00136401
		4386	242.71	00136682
PARTNERS IN LEARNING PROGRAMS INC	V6403552	4410	2,579.04	00136758
PATHWAY COMMUNICATIONS LTD	V6410645	4310	117.12	00136583
			117.12	00136874
		4410	1,494.72	00136583
PATINO, REUBEN	V6403910	5220	49.09	00136683
PCASC	V6403602	5310	40.00	00136623
PENNER PARTITIONS INC	V6403625	4355	74.52	00136684
PEST OPTIONS INC	V6406848	5610	2,085.00	00136584
PINEDA, ROSALINDA	V6405744	5210	325.19	00136685
			23.66	00136944
PINNACLE PETROLEUM INC.	V6412426	4382	32,570.71	00136569
			8,689.39	00136717
PIONEER DRAMA SERVICE INC	V6403673	4310	454.00	00136789
PIONEER MANUFACTURING CO.	V6403674	4347	244.29	00136402
PIPS	V6407384	3601	307,754.19	00136686
			307,754.19	00136945
		3602	102,584.73	00136686
			102,584.73	00136945
PITNEY BOWES	V6403677	4347	153.30	00136403
		5620	162.00	00136507
POOL SUPPLY OF ORANGE COUNTY	V6403700	4347	2,477.68	00136585
			1,517.18	00136718
PORTVIEW PREPARATORY	V6411850	5860	5,725.00	00136719
PRINGLES DRAPERIES AND BLINDS	V6405953	4355	138.27	00136404
PROVANTAGE	V6409906	9320	1,561.09	00136586
RAMIREZ, MARIA T.	V6412066	5220	104.22	00136687
REACH COMMUNICATIONS INC.	V6412304	5805	5,000.00	00136790
REAL, JEANNETTE	V6411176	5220	122.26	00136508
RED ROCK CANYON SCHOOL	V6410336	5860	10,757.00	00136587
REFRIGERATION SUPPLIES DIST.	V6403873	4347	28.48	00136405
			4,782.19	00136588
			321.40	00136688
			160.86	00136720
			1,021.91	00136791
			193.77	00136875
		4410	1,278.30	00136588
			639.15	00136875
REGENTS OF THE UNIV. CALIF, THE	V6404685	5210	120.00	00136792
RELIABLE WORKPLACE SOLUTIONS	V6403889	9320	910.76	00136570
REPUBLIC SERVICES OF SO. CALIFORNIA	V6410174	5580	9,297.81	00136689
REVOLVING CASH FUND	V6405190	2452	107.83	00136509
		4310	135.01	00136509
		4390	422.47	00136509
		5210	5,640.00	00136509
RIDDLE APPLIANCE AND TV	V6406711	5610	332.82	00136759
RIVERSIDE COUNTY OFFICE OF	V6403951	5210	5,000.00	00136760
RJ COOPER	V6411550	4310	89.52	00136589
ROBOMATTER INC	V6411732	4310	499.00	00136590
ROFEY, SANDY	V6406386	5210	75.00	00136406
ROGHAIR, DANIELLE	V6411353	5220	150.83	00136876
ROSSIER PARK SCHOOL	V6411451	5860	30,420.40	00136761
ROWAN, MARICELA	V6407310	5220	38.61	00136446
RUSSELL SIGLER INC DBA SIGLER	V6410420	4347	1,076.49	00136591

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
			23.91	00136690
			33.08	00136762
			132.35	00136877
		4410	1,779.39	00136624
			1,723.43	00136877
SAFETY KLEEN	V6404072	5610	237.55	00136407
SAVANNA HIGH SCHOOL	V6404130	5810	3,354.00	00136447
SC FUELS	V6404378	4370	714.34	00136793
		4384	965.11	00136625
SCHOLASTIC INC.	V6404150	4210	237.37	00136626
		4310	258.34	00136448
			439.56	00136626
		4315	851.57	00136626
SCHOOL BUS PARTS	V6404157	4385	203.07	00136449
SCHOOL NURSE SUPPLY INC	V6404166	4320	22.09	00136721
SCHOOL SPECIALTY INC	V6404173	4320	1,306.88	00136408
		9320	793.15	00136408
SCHORR METALS INC	V6404179	4355	121.54	00136627
SCHWARTZ, ANDRA	V6400278	5230	78.03	00136691
SEHI COMPUTER PRODUCTS INC	V6404221	4310	459.60	00136409
			1,365.12	00136794
		4320	210.77	00136409
			1,153.36	00136628
		4410	603.72	00136628
			1,046.23	00136722
SELL, JEREMY	V6407285	5210	140.00	00136878
SELOGIE AND BRETT LLP	V6412472	5850	6,500.00	00136763
SELTZER, MICHAEL	V6403109	5210	79.00	00136510
SHELTON, MIKE	V6403136	3701	1,658.40	00136571
SHERWIN WILLIAMS CO., THE	V6410919	4355	25.79	00136629
			56.12	00136692
SHRED IT USA LLC	V6411124	5810	784.21	00136410
SMART AND FINAL IRIS CO	V6404306	4390	203.40	00136879
SO CAL OFFICE TECHNOLOGIES	V6406339	5620	496.80	00136693
SOBERANIS, ROBERTHA	V6409516	5210	124.14	00136946
SOCALGRAD	V6411708	4310	264.60	00136511
			296.88	00136592
			1,485.00	00136694
		4320	248.40	00136572
			2.16	00136723
SOCCER STORES	V6412232	4310	899.64	00136764
SOUTH JHS ASB	V6405227	5810	530.00	00136512
		8699	122.05	00136880
SOUTHERN CALIFORNIA EDISON CO.	V6404370	5520	185,126.76	00136513
SOUTHWEST SCHOOL AND OFFICE SUPPLY	V6404383	4320	324.00	00136630
		9320	2,773.44	00136411
			10,753.37	00136630
SPEECH LANGUAGE PATHOLOGY AUDIOLOGY	V6410486	5880	200.00	00136724
SPICERS PAPER INC	V6404405	4320	5,604.42	00136795
		5810	376.41	00136412
SPOT COOLERS	V6411074	5620	3,402.00	00136573
SPOT LIGHTING SUPPLIES	V6411867	9320	11,344.86	00136695
SPYKERMAN, JULIE	V6405752	5210	483.74	00136450
STANBURY UNIFORMS	V6406508	4310	70,982.46	00136696
STAPLES ADVANTAGE	V6410116	4310	387.67	00136413

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
			1,336.81	00136881
		4320	217.12	00136413
			99.03	00136631
			129.58	00136697
STATE BOARD OF EQUALIZATION	V6404444	4382	301.50	00136765
			776.14	00136766
STEINBRICK, GAIL	V6408751	5220	130.19	00136514
STEINLE, CHARLES	V6410113	3701	1,099.20	00136574
STERICYLE COMMUNICATION SOLUTIONS INC.	V6411455	5918	912.94	00136796
SUPPORT WAREHOUSE LTD	V6412183	4310	540.00	00136414
SVA ARCHITECTS INC	V6412459	5810	5,000.00	00136632
SYCAMORE JR HIGH ASB	V6404569	8699	93.05	00136882
T MOBILE	V6410424	4310	13.46	00136797
		5918	7,431.17	00136797
		5930	238.00	00136797
TECHARTS	V6412091	5610	240.00	00136883
TEXTBOOK WAREHOUSE	V6404663	4150	5,112.72	00136515
		4210	380.16	00136767
			652.54	00136884
		4310	162.97	00136415
THAI, JENNY	V6409554	5220	14.04	00136575
THE FLIPPEN GROUP LLC	V6412132	5805	24,500.00	00136593
			47,000.00	00136798
THERAPRO INC.	V6411300	4310	52.98	00136416
THOMAS, MATTHEW	V6412272	5210	725.37	00136417
THOMSON REUTERS WEST	V6407958	4320	164.21	00136698
TIME AND ALARM SYSTEM	V6404729	5610	1,614.28	00136418
TIME WARNER CABLE	V6411698	5930	31,029.96	00136516
TOMARK SPORTS INC.	V6404748	4355	268.00	00136699
TOYS FOR SPECIAL CHILDREN INC.	V6401583	4310	78.95	00136517
TRUCK PRO PTO SALES CORPORATION	V6403784	4376	1,240.77	00136419
			167.71	00136518
			100.32	00136633
			179.45	00136725
TURF STAR INC	V6404805	4347	617.02	00136451
			930.71	00136519
			34.81	00136634
TURNITIN LLC	V6412039	5880	56,229.54	00136452
U S BANK	V6406511	4310	6,886.92	00136726
		4320	212.54	00136726
		4347	247.32	00136726
		4390	1,423.13	00136726
		5210	4,065.00	00136726
UNITED INDUSTRIES	V6405275	4310	528.77	00136420
UNITED PARCEL SERVICE	V6408429	5910	77.90	00136727
UNITED RENTALS	V6404854	5620	517.57	00136799
UNITED STATES ACADEMIC DECATHLON	V6404818	5880	700.00	00136728
UNIVERSITY OF CALIFORNIA	V6404870	5210	1,400.00	00136800
UNIVERSITY OF SOUTHERN CALIFORNIA	V6411774	4210	31,104.00	00136421
US AIR CONDITIONING DISTRIBUTORS	V6404317	4347	249.48	00136635
			150.44	00136729
			287.29	00136768
		4410	1,380.24	00136635
US GAMES	V6404813	4310	181.02	00136422
			1,275.18	00136520

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
			105.84	00136636
			2,205.99	00136730
			821.34	00136801
VALENZUELA, PENELOPE	V6412385	5210	150.00	00136637
VALLEY VISTA SERVICES INC	V6411966	5580	4,893.81	00136638
VAUGHN IRRIGATION SERVICES INC	V6409818	5610	978.75	00136423
VAZQUEZ, LIZBETH SEGURA	V6412067	5220	34.56	00136700
VERITIV OPERATING COMPANY	V6405508	9320	11,677.77	00136594
VISION COMMUNICATIONS CO.	V6404955	4320	1,635.13	00136424
			1,000.00	00136639
		4355	484.93	00136639
		5610	69.12	00136424
VORTEX INDUSTRIES INC	V6412411	5610	564.00	00136425
			978.30	00136576
WALKER JR HIGH SCHOOL	V6404990	5810	795.00	00136701
		8699	107.77	00136885
WALTERS WHOLESALE	V6409053	4355	187.72	00136640
			1,306.90	00136769
WEB COMMERCE PARTNERS INC.	V6410551	9320	1,433.60	00136426
WEST COAST LANYARDS INC.	V6411196	4320	1,030.24	00136641
WESTEL COMMUNICATION SERVICES	V6405039	5610	764.31	00136427
WESTERN HIGH SCHOOL ASB	V6405044	8699	54.77	00136886
WESTERN PSYCHOLOGICAL SERVICES	V6405047	4310	190.08	00136428
WHITEBOARD A TO Z.COM	V6410842	4310	425.64	00136642
WIESER EDUCATIONAL INC.	V6405067	4210	61.50	00136731
WINZER	V6412060	4375	659.10	00136453
			881.30	00136802
WOODCRAFT	V6405102	4355	264.31	00136429
WORTHINGTON, TRACY	V6409464	5210	458.90	00136947
YAMAHA GOLF CARTS OF CALIFORNIA	V6405131	5610	699.08	00136521
YETT, JESSICA	V6412457	5220	66.69	00136454
ZISKO, AMBER	V6406552	5220	95.58	00136702
ZONAR SYSTEMS INC	V6412168	6490	3,894.70	00136522
ZONES	V6405158	4310	2,316.38	00136732
GENERAL FUND (0101)			4,662,972.07	
C2 IMAGING	V6408990	6241	667.13	00136577
CULVER NEWLIN	V6411589	4310	1,816.21	00136430
			292.68	00136661
			1,496.02	00136733
			5,383.58	00136770
			465.48	00136824
		4410	2,239.70	00136661
			19,579.59	00136733
			6,534.00	00136770
			594.00	00136824
CUMMING CONSTRUCTION MANAGEMENT INC	V6411922	6273	88,850.00	00136771
GROUP DELTA CONSULTANTS INC	V6412301	6290	19,656.50	00136772
PINNER CONSTRUCTION CO INC	V6412130	6165	1,095,923.42	00136703
VITAL INSPECTION SERVICES INC	V6412251	6219	11,700.00	00136938
GO BOND FUND 2015 (2124)			1,255,198.31	
SCHOOL FACILITY CONSULTANTS	V6404158	5810	16,290.00	00136455

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
			882.50	00136704
CAPITAL FACILITIES (2525)			17,172.50	
C2 IMAGING	V6408990	6241	929.65	00136578
CUMMING CONSTRUCTION MANAGEMENT INC	V6411922	6273	29,445.00	00136773
DEPARTMENT OF TOXIC SUBSTANCES CONTROL	V6406642	6140	5.29	00136705
CAPITAL FACILITIES RDA FUND (2545)			30,379.94	
DOUGHERTY DOUGHERTY ARCHITECTS LLP	V6412384	6212	4,925.00	00136906
GIANNELLI ELECTRIC INC.	V6401857	6276	14,990.00	00136431
KNOWLAND CONSTRUCTION SERVICES LLC	V6409073	6219	2,304.00	00136432
			2,550.00	00136939
SCHOOL FACILITIES (3535)			24,769.00	
AUHSD	V6400400	5890	2,589.19	00136734
WORKERS COMPENSATION FUND (6768)			2,589.19	
AMERICAN FIDELITY ASSURANCE COMPANY	V6408036	5450	8,885.49	00136662
ANTHEM BLUE CROSS	V6409810	5461	1,645,954.14	00136948
AUHSD	V6400400	5891	1,359,679.41	00136663
BENISTAR HARTFORD	V6410980	5466	80,011.72	00136664
CALIFORNIA SCHOOLS DENTAL COALITION	V6405368	5892	242,233.00	00136706
EXPRESS SCRIPTS INC.	V6410974	5895	88,805.82	00136499
			109,350.44	00136665
			119,926.66	00136825
			98,964.17	00136949
GALLAGHER BENEFIT SERVICES INC.	V6408675	5812	11,550.00	00136707
HOLMAN PROFESSIONAL COUNSELING CENTERS	V6411743	5463	58,291.20	00136708
METLIFE	V6408692	5462	22,086.30	00136709
PINNACLE CLAIMS MANAGEMENT INC.	V6409946	5812	143,703.11	00136950
VISION SERVICE PLAN	V6404956	5464	54,636.43	00136951
HEALTH AND WELFARE INS FUND (6769)			4,044,077.89	
GREATER ANAHEIM SELPA	V6401927	9620	2,872,542.00	00136456
PASS THRU FUND (7676)			2,872,542.00	
GRAND TOTAL ALL FUNDS			12,909,700.90	

**ANAHEIM UNION HIGH SCHOOL DISTRICT
ASB SUMMARY OF CASH BALANCES
SEPTEMBER 2016**

School Name	Prior Month Total	Current Month			Total
		Checking	Petty Cash / Change Fund	Savings	
Anaheim	277,245.24	241,131.86	1,000.00	38,994.92	281,126.78
Western	286,667.68	162,065.69	275.00	120,800.36	283,141.05
Magnolia	112,076.77	121,390.75	700.00	-	122,090.75
Savanna	30,602.55	57,714.41	500.00	261.97	58,476.38
Loara	146,325.21	60,658.58	800.00	66,307.84	127,766.42
Katella	128,064.88	145,683.23	2,100.00	-	147,783.23
Kennedy	402,180.71	402,764.98	1,300.00	-	404,064.98
Cypress	620,239.81	598,879.41	1,700.00	50,395.04	650,974.45
Brookhurst	26,099.41	36,502.83	-	-	36,502.83
Orangeview	53,157.01	52,567.19	100.00	-	52,667.19
Walker	101,872.02	140,680.59	-	-	140,680.59
Dale	51,775.93	65,204.98	-	-	65,204.98
Sycamore	33,606.82	45,583.75	-	-	45,583.75
Ball	36,340.35	41,791.42	-	-	41,791.42
South	67,144.97	93,180.98	-	-	93,180.98
Oxford	469,927.05	408,305.04	-	-	408,305.04
Lexington	57,711.14	55,003.17	-	-	55,003.17
Hope	75,300.35	76,679.61	-	-	76,679.61
Gilbert	36,713.56	32,792.27	-	-	32,792.27
Total	3,013,051.46	2,838,580.74	8,475.00	276,760.13	3,123,815.87

Anaheim Union High School District
Cafeteria Fund
Financial Statements
August 2016

Balance Sheet

Anaheim Union High School Dist/Food Services

8/31/2016

Asset	Assets	
CASH		
9120	Cash-Checking	\$8,116,270.04
9122	Change Fund	\$14,230.00
9123	Petty Cash	\$50.00
Total CASH		\$8,130,550.04
RECEIVABLE		
9210	A/R - Current	\$19,116.75
9280	A/R - State	\$112,599.15
9290	A/R - Federal	\$1,469,597.03
Total RECEIVABLE		\$1,601,312.93
INVENTORIES		
9321	Warehouse Food	\$112,740.84
9322	Warehouse Commodity	\$11,189.75
9323	Warehouse Supplies	\$43,479.88
9326	School Food	\$73,186.48
9327	School Commodity	\$4,844.00
9328	School Supplies	\$17,556.69
Total INVENTORIES		\$262,997.64
Total Asset		\$9,994,860.61
<hr/>		
Liability		
Liabilities and Fund Balance		
LIABILITIES		
9510	A/P - Current	\$1,794,564.95
9530	A/P - Accrued. Vacation	\$12,429.00
9580	Sales Tax Liability	\$685.27
9599	Purchases Clearing	\$0.00
9650	Deferred Revenue	\$88,473.87
Total LIABILITIES		\$1,896,153.09
Total Liability		\$1,896,153.09
<hr/>		
Fund Balance		
FUND BALANCE		
9780	Spending Plan/Central Kitchen	\$3,871,410.12
9798	Fund Balance	\$4,580,793.28
Total FUND BALANCE		\$8,452,203.40
Total Fund Balance		\$8,452,203.40
Current Year Profit (Loss)		(\$353,495.89)
Total Liabilities and Fund Balance		\$9,994,860.60

Accounting Period equals 2 - 2017

Statement of Revenues and Expenses

Anaheim Union High School Dist/Food Services

	Period Ending 8/31/2016				Period Ending 8/31/2015			
	Monthly	%	YTD	%	Monthly	%	YTD	%
Revenue								
Local Revenue								
8621	\$31,429.75	1.84 %	\$33,236.50	1.80 %	\$22,902.00	1.49 %	\$24,373.25	1.43 %
Elementary - Lunch								
8632	\$4,851.00	0.28 %	\$4,851.00	0.26 %	\$3,907.75	0.25 %	\$3,907.75	0.23 %
High School - Breakfast								
8633	\$66,123.75	3.87 %	\$66,181.50	3.59 %	\$55,521.00	3.62 %	\$56,425.75	3.30 %
High School - Lunch								
8635	\$137,050.46	8.02 %	\$137,055.21	7.43 %	\$128,099.19	8.34 %	\$128,105.19	7.50 %
A La Carte Sales								
8636	\$96.26	0.01 %	\$96.26	0.01 %	\$64.76	0.00 %	\$64.76	0.00 %
Adult Rev. - Breakfast								
8637	\$4,026.65	0.24 %	\$4,037.76	0.22 %	\$4,031.39	0.26 %	\$4,039.73	0.24 %
Adult Rev. - Lunch								
Local Revenue	\$243,577.87	14.25 %	\$245,458.23	13.30 %	\$214,526.09	13.97 %	\$216,916.43	12.70 %
Federal Reimbursements								
8200	\$256,428.06	15.00 %	\$277,071.19	15.01 %	\$215,960.76	14.06 %	\$237,847.57	13.93 %
Fed. Meal Rev.-Breakfast								
8220	\$1,058,562.86	61.91 %	\$1,157,733.66	62.73 %	\$950,783.94	61.92 %	\$1,098,108.84	64.31 %
Fed. Meal Rev.-Lunch								
8290	\$31,523.30	1.84 %	\$34,792.16	1.89 %	\$26,333.16	1.72 %	\$30,265.20	1.77 %
Misc Fed Rev.-Snack								
Federal Reimbursements	\$1,346,514.22	78.75 %	\$1,469,597.01	79.62 %	\$1,193,077.86	77.70 %	\$1,366,221.61	80.01 %
State Reimbursements								
8500	\$28,797.67	1.68 %	\$31,119.32	1.69 %	\$24,875.16	1.62 %	\$27,398.23	1.60 %
St. Meal Rev.-Breakfast								
8520	\$74,494.02	4.36 %	\$81,479.85	4.41 %	\$69,001.82	4.49 %	\$80,256.26	4.70 %
St. Meal Rev.-Lunch								
State Reimbursements	\$103,291.69	6.04 %	\$112,599.17	6.10 %	\$93,876.98	6.11 %	\$107,654.49	6.30 %
Other Revenue								
8638	(\$894.28)	-0.05 %	(\$905.73)	-0.05 %	\$19,306.01	1.26 %	(\$1,542.84)	-0.09 %
Cash Over & Short								
8699	\$17,406.25	1.02 %	\$18,901.25	1.02 %	\$14,669.94	0.96 %	\$18,335.89	1.07 %
Spec Activity/Cater								
Other Revenue	\$16,511.97	0.97 %	\$17,995.52	0.98 %	\$33,975.95	2.21 %	\$16,793.05	0.98 %
Total Revenue	\$1,709,895.75	100.00 %	\$1,845,649.93	100.00 %	\$1,535,456.88	100.00 %	\$1,707,585.58	100.00 %
Expense								
Food Purchases & Govmnt								
4700	\$764,313.14	44.70 %	\$827,081.22	44.81 %	\$766,413.51	49.91 %	\$805,883.21	47.19 %
Food Purchases								
Food Purchases & Govmnt	\$764,313.14	44.70 %	\$827,081.22	44.81 %	\$766,413.51	49.91 %	\$805,883.21	47.19 %
Supplies								
4300	\$80,283.37	4.70 %	\$99,740.89	5.40 %	\$72,434.34	4.72 %	\$96,225.53	5.64 %
Materials & Supplies								
4400	\$4,599.21	0.27 %	\$21,684.57	1.17 %	\$0.00	0.00 %	\$0.00	0.00 %
Noncapitalized Equipment Under \$5000								
4790	\$0.00	0.00 %	\$0.00	0.00 %	\$78.41	0.01 %	\$10,328.83	0.60 %
Supplies (Food)								
Supplies	\$84,882.58	4.96 %	\$121,425.46	6.58 %	\$72,512.75	4.72 %	\$106,554.36	6.24 %
Salaries								
2200	\$431,209.98	25.22 %	\$526,391.62	28.52 %	\$398,843.61	25.98 %	\$536,495.30	31.42 %
Classified Salaries								

Statement of Revenues and Expenses

Anaheim Union High School Dist/Food Services

Expense	Period Ending 8/31/2016				Period Ending 8/31/2015			
	Monthly	%	YTD	%	Monthly	%	YTD	%
Salaries								
2300 Class.Sup/Admin Salaries	\$40,246.62	2.35 %	\$81,000.24	4.39 %	\$38,345.30	2.50 %	\$76,690.60	4.49 %
2400 Clerical/Office Salaries	\$30,369.57	1.78 %	\$58,002.96	3.14 %	\$33,897.40	2.21 %	\$63,032.41	3.69 %
2550 Food Service Vacation Pay	\$12,429.00	0.73 %	\$12,429.00	0.67 %	\$12,429.00	0.81 %	\$12,429.00	0.73 %
Salaries	\$514,255.17	30.08 %	\$677,823.82	36.73 %	\$483,515.31	31.49 %	\$688,647.31	40.33 %
Benefits								
3202 PERS, Classified Position	\$60,281.81	3.53 %	\$68,873.01	3.73 %	\$48,299.83	3.15 %	\$71,481.03	4.19 %
3302 OASD/MED/Classified Position	\$38,143.30	2.23 %	\$50,669.24	2.75 %	\$36,238.21	2.36 %	\$51,914.87	3.04 %
3402 Hlth/Welfare, Classified	\$188,116.07	11.00 %	\$373,537.92	20.24 %	\$177,093.03	11.53 %	\$354,186.06	20.74 %
3502 SUI, Classified Position	\$249.53	0.01 %	\$331.39	0.02 %	\$238.65	0.02 %	\$343.71	0.02 %
3602 Workers Comp, Classified	\$11,253.63	0.66 %	\$14,955.99	0.81 %	\$10,953.35	0.71 %	\$15,771.04	0.92 %
3802 PERS Reduc, Classified	(\$0.54)	0.00 %	\$0.00	0.00 %	\$0.00	0.00 %	\$0.00	0.00 %
Benefits	\$298,043.80	17.43 %	\$508,367.55	27.54 %	\$272,823.07	17.77 %	\$493,696.71	28.91 %
Other Expenses								
5200 Travel & Conference	\$1,557.61	0.09 %	\$2,610.55	0.14 %	\$1,637.79	0.11 %	\$2,839.21	0.17 %
5500 Operation & Housekeeping	\$1,289.20	0.08 %	\$14,603.83	0.79 %	\$12,685.99	0.83 %	\$61,310.47	3.59 %
5600 Rental/Lease/Repair	\$15,211.05	0.89 %	\$24,855.09	1.35 %	\$25,650.11	1.67 %	\$74,623.95	4.37 %
5650 Bank Fees	\$0.00	0.00 %	\$0.00	0.00 %	\$20.00	0.00 %	\$40.00	0.00 %
5800 Prof. Consult Service/Other Operating Exp	\$0.00	0.00 %	\$2,000.00	0.11 %	\$0.00	0.00 %	\$0.00	0.00 %
5900 Fax, Pager, Postage	\$4,738.40	0.28 %	\$4,826.50	0.26 %	\$5,625.81	0.37 %	\$5,639.77	0.33 %
6400 Dont Use - See Account 4400	\$0.00	0.00 %	\$0.00	0.00 %	\$27,426.37	1.79 %	\$31,621.15	1.85 %
Other Expenses	\$22,796.26	1.33 %	\$48,895.97	2.65 %	\$73,046.07	4.76 %	\$176,074.55	10.31 %
Capital Outlay								
6500 Equipment-RPmore\$5000	\$15,551.80	0.91 %	\$15,551.80	0.84 %	\$10,799.91	0.70 %	\$100,140.63	5.86 %
Capital Outlay	\$15,551.80	0.91 %	\$15,551.80	0.84 %	\$10,799.91	0.70 %	\$100,140.63	5.86 %
Total Expense	\$1,699,842.75	99.41 %	\$2,199,145.82	119.15 %	\$1,679,110.62	109.36 %	\$2,370,996.77	138.85 %
Net Profit (Loss)	\$10,053.00	0.59 %	(\$353,495.89)	-19.15 %	(\$143,653.74)	-9.36 %	(\$663,411.19)	-38.85 %

Accounting Period equals 2 - 2017 and the Prior Accounting Period is equal to Accounting Period equals 2 - 2016

ANAHEIM UNION HIGH SCHOOL DISTRICT
Business Division
2016/17 MONTHLY ENROLLMENT REPORT

MONTH 2
09/06/16 to 09/30/16

SCHOOL	REGULAR DAY						Subtotal	Hosp/Hm	SP ED	TOTAL STUDENTS
	9th	10th	11th	12th						
Anaheim	801	739	732	589	2,861		1	100	2,962	
Cypress	673	692	665	618	2,648		1	86	2,735	
Katella	644	680	665	533	2,522		4	148	2,674	
Kennedy	558	650	584	591	2,383		1	77	2,461	
Loara	490	541	518	497	2,046		2	133	2,181	
Magnolia	393	417	436	395	1,641		1	126	1,768	
Oxford	206	207	193	185	791		-	-	791	
Savanna	474	515	504	417	1,910		-	58	1,968	
Western	532	496	437	419	1,884		1	83	1,968	
Total Comprehensive	4,771	4,937	4,734	4,244	18,686		11	811	19,508	
Independent Learning Centers	-	2	38	178	218		-	-	218	
Gilbert High School	-	15	174	404	593		1	92	686	
Polaris High School	14	20	48	81	163		-	-	163	
Special Education Transition Program	-	-	-	-	-		-	134	134	
Total Alternative Ed	14	37	260	663	974		1	226	1,201	
Hope	-	-	-	-	-		-	227	227	
Total Senior High Schools	4,785	4,974	4,994	4,907	19,660		12	1,264	20,936	

SCHOOL	REGULAR DAY				Subtotal	Hosp/Hm	SP ED	TOTAL STUDENTS
	7th	8th						
Ball	496	499	995	1	41	-	1,037	
Brookhurst	475	534	1,009	-	53	-	1,062	
Dale	570	583	1,153	-	61	-	1,214	
Lexington	637	706	1,343	-	33	-	1,376	
Orangeview	399	384	783	-	45	-	828	
Oxford	206	206	412	1	-	-	413	
South	721	752	1,473	2	56	-	1,531	
Sycamore	696	641	1,337	-	67	-	1,404	
Walker	575	532	1,107	1	33	-	1,141	
Total Comprehensive	4,775	4,837	9,612	5	389	-	10,006	
Polaris High School	-	3	3	-	-	-	3	
Total Junior High Schools	4,775	4,840	9,615	5	389	-	10,009	

DISTRICT TOTAL	30,945
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ANAHEIM UNION HIGH SCHOOL DISTRICT

Business Division

2016/17 MONTHLY ENROLLMENT REPORT

**GROWTH vs. DECLINE - MONTH to MONTH COMPARISON
Month 2**

HIGH SCHOOL	Month 1	Month 2	Growth v. (Decline)
Anaheim	2,964	2,962	(2)
Cypress	2,729	2,735	6
Katella	2,676	2,674	(2)
Kennedy	2,473	2,461	(12)
Loara	2,182	2,181	(1)
Magnolia	1,761	1,768	7
Oxford	793	791	(2)
Savanna	1,972	1,968	(4)
Western	1,969	1,968	(1)
Total Senior High	19,519	19,508	(11)

JUNIOR HIGH SCHOOL	Month 1	Month 2	Growth v. (Decline)
Ball	1,034	1,037	3
Brookhurst	1,040	1,062	22
Dale	1,209	1,214	5
Lexington	1,379	1,376	(3)
Orangeview	819	828	9
Oxford	413	413	-
South	1,531	1,531	-
Sycamore	1,397	1,404	7
Walker	1,139	1,141	2
Total Junior High	9,961	10,006	45

Total Comprehensive Schools	29,480	29,514	34
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Alternative Education	Month 1	Month 2	Growth v. (Decline)
Independent Learning Centers	221	218	(3)
Gilbert High School	683	686	3
Hope	226	227	1
Polaris High School	143	166	23
Special Education Transition Program	135	134	(1)
Total Alternative Ed.	1,408	1,431	23
District Total	30,888	30,945	57

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> Anaheim Union High School District		<i>Federal ID Number</i> 95-6000120
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i> Dr. Jaron Fried		
<i>Date Executed</i> 11-10-16	<i>Executed in the County of</i> Orange	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that

no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the

negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will

determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

S:\ADMIN\HOMEPAGE\CCC\draft CCC-307.doc

FULL Name of Corporation or Public Agency

Anaheim Union High School District

WHEREAS, the Board of Directors or Board of Trustees of the above-named corporation or public agency has read the proposed agreement between State of California, Department of Rehabilitation (DOR), and above-named corporation or public agency and said Board of Directors or Board of Trustees acknowledges the benefits and responsibilities to be shared by both parties to said agreement.

NOW, THEREFORE, BE IT RESOLVED that said Board of Directors or Board of Trustees does hereby authorize the following person/position

Name/Position of Person Authorized to Sign Agreement

Jaron Fried Assistant Superintendent, Educational Services

of the above-named corporation or public agency on behalf of the corporation or public agency to sign and execute any and all documents required by DOR to effectuate the execution of said Agreement and all amendments. This authorization shall remain in effect until the expiration of the contract and shall automatically expire at that time, unless earlier revoked or extended by the Board of Directors.


CERTIFICATION

I, the Recording Secretary named below, hereby certify that the foregoing resolution was duly and regularly adopted by the Board of Directors or Board of Trustees of above-named corporation or public agency at a meeting of said Board regularly called and convened at which a quorum of said Board of Directors or Board of Trustees was present and voting, and that said resolution was adopted by a vote of the majority of all Directors or Trustees present at said meeting.

IN WITNESS WHEREOF, I have hereunto set my hand as Recording Secretary of said corporation or public agency.

Address Where Board Meeting Held

501 N. Crescent Way, Anaheim, CA 92801





Date of Board Meeting	Signature of Recording Secretary	Date Signed
11/10/16		11/14/16

GRANT/CONTRACT SIGNATURE AUTHORIZATION


DR 325 (Rev. 12/98) Computer Generated

GRANTEE/CONTRACTOR: STATE OF CALIFORNIA Department of Rehabilitation 721 Capitol Mall Sacramento, California 95814	SUBGRANTEE/CONTRACTEE: (Legal Corporation/Public Agency Name & Address) Anaheim Union High School District 501 Crescent Way Anaheim, CA 92801
---	---

The following persons are authorized to request reimbursement of expenses incurred as a result of the agreement between the Grantee/Contractor and Subgrantee/Contractee named above:

Signature	Name (Please Type or Print)	Title (Please Type or Print)
	Jennifer Root	Asst. Supt, Business Office
	Karen Orr	Accounting Manager
	Bruce Saltz	Controller
	Dr. Jaron Fried	Asst. Supt. Ed. Division

I hereby delegate authority to request reimbursement of expenses as shown above.

Authorized Signature per Board Resolution	Name (Please Type or Print)	Date Signed
	Dr. Jaron Fried	11/14/16

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

EDUCATIONAL CONSULTING AGREEMENT AMENDMENT

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

10 th	day of	November	2016
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in reference to the Consulting Agreement by and between

ATvantage Athletic Training

Independent Contractor, hereinafter referred to as "Consultant" and the Anaheim Union High School District, hereinafter referred to as "District" dated and Board approved:

June 16, 2016

and amends said Consulting Agreement as follows:

The Board of Trustees is requested to amend the consulting agreement with ATvantage Athletic Training. The original agreement was at a cost not to exceed \$6,000, for services provided July 1, 2016 through June 30, 2017, renewable annually through June 30, 2019.

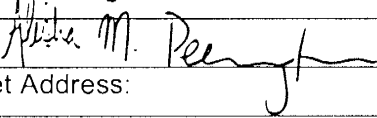
The services consist of providing athletic training services to reduce the district's liability in providing appropriate medical care to all students district wide. The Consultant currently is providing as-needed substitute services to high school sites in which an athletic trainer is absent. Certified Athletic Trainers are health care providers and the athletic training services in which they are trained to provide include prevention, care, treatment, education, rehabilitation, and education of injuries and medical conditions. Consultant is contracted provide athletic training services, with hours to be determined based on site needs. Consultant will be working with and communicating with site principals, athletic directors, coaches, athletes, parents, and the district athletic trainer. Consultant will be responsible for reporting and documenting of all incidences and injuries per district policies.

Loara High School has been unable to fill the new position at the site after the initial process was conducted by Human Resources. A substitute has been working the minimal hours needed to provide appropriate medical care to the students of Loara High School. Human Resources is reposting the position to secure the appropriate staff. Human Resources estimates that it will take until late November before an athletic trainer can be hired.

An additional \$16,375 is requested to provide a Certified Athletic Trainer, for approximately 240 hours of additional services, primarily at Loara High School. The amended total cost is not to exceed \$32,375. The agreement will revert to the previously agreed upon amount of \$6,000 for all subsequent years in which the agreement is in effect.

All other terms and conditions of the original agreement will remain in force.

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

CONSULTANT:	DISTRICT:
Typed Name of consultant (same as page 1):	
ATvantage Athletic Training	Anaheim Union High School District
Typed Name/Title of Authorized Signatory:	
Alisha M. Pennington, MS, ATC	Dr. Jaron Fried
Authorized Signature:	
	Signature of Assistant Superintendent:
Street Address:	
2105 S 119 th Dr	501 Crescent Way, P.O. Box 3520
City, State, Zip Code	
Avondale, AZ 85323	Anaheim, CA 92803-3520
Date:	
November 10 th , 2016	November 10 th , 2016

Mark Appropriately:

Independent/Sole Proprietor:	X
Corporation:	
Partnership:	
Other/Specify:	

Social Security Number* or Federal Identification Number*

--	--

*Or, initial here:

<input type="checkbox"/>	I have completed a new IRS Form W-9 that will be submitted directly to AUHSD Accounting.
--------------------------	---

Telephone Number:

E-mail Address:

213.373.4282	Alisha@theatvantage.com
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If a company/corporation is being approved, the signature must be that of a responsible person. Typed company/corporation/individual's name must be identical to that on page 1.

PRINCIPAL/DISTRICT ADMINISTRATOR:

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

Signature:		Date:	
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Amendment to Services Agreement
 Chapman University/Anaheim Union High School District
 Chapman Anaheim Science Partnership (CASP)

Amendment to Services Agreement between
 Chapman University and Anaheim Union High School District

Chapman University ("the University"), a California non-profit corporation, and Anaheim Union High School District ("the Company"), the parties to the original services agreement for the period of September 2016 to September 2017, amend below the section of this agreement as follows based upon reduction in budget expenses:

A. The following Section 2 will replace in full the existing Section 2:

2. COMPENSATION TO UNIVERSITY. For the Services performed under Section 1, Company shall pay University the sum of \$195,590.00. Payment shall be sent to the University's Financial Services Office, 1 University Drive, Orange, CA 92866-1099.

2.1 The compensation shall be paid:

in full upon the execution of this Agreement;

or

in accordance with Exhibit A.

2.2 University shall submit any invoices to the following address:

Anaheim Union High School District
 Office of the Superintendent
 501 Crescent Way, Anaheim CA 92803
 Attn: Michael B. Matsuda

B. The following Section 12 will replace in full the existing section 12:

12. NOTICE. Any notice required or permitted under this Agreement shall be effective only if given in writing and delivered by one party to the addresses below or such other addresses as either party may later specify in writing. Notice is deemed effective on the date it is given if hand-delivered or received by facsimile that same day. Notice given by US mail shall be deemed to have been given three (3) days after it is deposited in the US mail, postage prepaid and addressed as follows:

To University:

Chapman University
 Office of the Executive Vice President
 1 University Drive
 Orange, CA 92866
 Attention: Harold W. Hewitt, Jr.

To Company:

Anaheim Union High School District
 Office of the Superintendent
 501 Crescent Way
 Anaheim, CA 92803
 Attn: Michael B. Matsuda

C. The attached Exhibit A will replace in full the existing Exhibit A :

Except as set forth in this Amendment, the Agreement shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

For Chapman University

For Anaheim Union High School District


	VP Finance	<i>for</i>	
Harold W. Hewitt, Jr. Exec VP and Co	Date	Michael B. Matsuda Superintendent	Date
	9/22/16		

Exhibit A

SCOPE OF SERVICES PROVIDED BY CHAPMAN UNIVERISTY

June 2016 – September 2017.

MILESTONES

June – July, 2016

Chapman University

Leadership team planning logistics and curriculum for year 2

August, 1st – 5th, 2016 – Summer Intensive

Chapman University

Cross curriculum outside of specialty concept development – Science in all instruction – Science of Music, Science in History, Science in Dance, Food Science

Pedagogy and Instructional Development

Lesson Design: Developing a Conceptual Story

Enrichment – Guitar making, Disease Lab, Dance and Ice Cream Lab

Pre-test

Teachers will expand their repertoire of relevant science tools to benefit learners by offering multiple moods of inquiring information, communicating, collaborating and analyzing.

CDE pre-test.

September 16, 2016 – Intensive

Chapman University

Deep dialogue on Next Generation Science Standards

Cross curricular concept development. PBL small group lesson planning and research.

September 17, 2016 – Intensive

Chapman University

Deep dialogue on Next Generation Science Standards

Cross curricular concept development. PBL small group lesson planning and research.

Data Blitz; Share exemplary science activities aligned to NGSS

October 13, 2016 – Follow-up

Chapman University

EL Service Curriculum

Anaheim Union High School District (AUHSD) specialist Diana Fujimoto will conduct a two hour follow-up on EL instruction. Offering tools to aid in lesson planning and extracting the most from the process.

October – December, 2016

Follow-up Blended

Lesson Study #1 (teach, debrief, retreat)

Teachers will provide feedback and develop a plan on how they are incorporating science into their general education instruction.

Teachers will learn new content and teaching strategies empowering them to facilitate improved student performance in the STEM-ED disciplines.

November 10, 2016 - Follow-up

Chapman University

NGSS Specialist from Chapman University, Dr. Roxanne Miller, presentation and lesson.

Friday, December 2, 2016

Intensive

Cross curriculum outside of specialty concept development – Science in all instruction – Digital Arts aligned with student Art Festival. Chapman University media arts specialist, Dr. Bill Kroyer,

presenter.

Saturday, December 3, 2016

Intensive – AUHSD Science Saturday, Savanna High School

Deep dialogue on Next Generation Science Standards

Share exemplary science activities aligned to NGSS

January – March 2017

Follow-up Blended

Lesson Study #2 (teach, debrief, retreat)

Teachers will provide feedback and develop a plan on how they are incorporating science into their general education instruction.

Teachers will learn new content and teaching strategies empowering them to facilitate improved student performance in the STEM-ED disciplines.

January 19, 2017 - Follow-up

Chapman University

CDE pre-test #2

February 2, 2017 - Follow-up

Chapman University

Part A – Teacher presentations Lesson Study.

A collection of best practices to be shared.

March 30, 2017 - Intensive

Chapman University

Part B – Teacher presentations of Lesson Study.

A collection of best practices to be shared.

April 13, 2017 – Follow-up

Chapman University

CDE – Post-test.

April 22, 2017 - Intensive

AUHSD

STEAM – A – PALOOZA

Science, Technology, Engineering, Mathematics Celebration – student and teacher presentations

Chapman Anaheim Science Partnership (CASP) Grant Budget		
IHE: Chapman University		
5000-5999	Principal Investigator (PI): Dr. Frank Frisch. (20%) salary @ \$100,000/year, plus benefits. (12 months only).	27,100
5000-5999	(100%) PI Clerical Support: Nicole Michaelis reflects 12 months at a salary of \$43,680/year, plus benefits. (12 months only).	59,186.00
5000-5999	MESA Program Director (In-Kind) support includes training of AUHSD teachers on MESA-SMART instructional strategies. (60%) salary @ \$65,000/year (In-Kind). Instructional materials for training \$292 x 39 science fellows = \$11388.00	11,388.00
5000-5999	Summer Institute: Chapman University developed MESA Instruction course (3 units at \$450/unit) x 39 AUHSD teacher "Science Fellows". This will include the MESA certification, exams, course materials and university credits.	52650.00
5000-5999	Printing/Postage	1266.00
5000-5999	IHE Partner Chapman Professor Content Expert Consultants to support teacher workshops, content expertise for Intensives and monthly sessions. Includes their travel to school sites. (4 Chapman Professors x \$1500 a day x 29.5 days per professor)	44,000.00
Chapman Total:		\$195,590.00

1 AGREEMENT NUMBER: 90133

2 AGREEMENT FOR PARTICIPATION
3 INSIDE THE OUTDOORS
4 SCHOOL PROGRAM
5 PUBLIC SCHOOLS 2016-2017

6 This AGREEMENT is hereby entered into this 11th day of November,
7 2016, by and between the Orange County Superintendent of Schools, 200
8 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to
9 as SUPERINTENDENT, and Anaheim Union High School District,
10 hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT
11 shall be collectively referred to as the Parties.

12 TERMS, CONDITIONS, AND RESPONSIBILITIES

13 1.0 SUPERINTENDENT shall provide a forty-five (45) minute to
14 seventy-five (75) minute Inside the Outdoors - School Program,
15 hereinafter referred to as PROGRAM, more specifically described in
16 Exhibit "A", which is attached hereto and incorporated by reference
17 herein.

18 2.0 This AGREEMENT shall be in full force and effect for the period
19 commencing November 11, 2016 and ending August 31, 2017. This
20 AGREEMENT must be fully executed by the Parties and be on file with
21 the SUPERINTENDENT prior to DISTRICT participating in the PROGRAM.

22 3.0 In compliance with Education Code Section 35330 DISTRICT hereby
23 declares that no student has been denied the opportunity to
24 participate in the PROGRAM because of the inability to pay the
25 required fee. DISTRICT has made every effort to acquire the
financial support from fund-raising efforts, parents, and the

1 community to assist those students who are unable to pay the required
2 fee.

3 4.0 SUPERINTENDENT shall provide the PROGRAM for DISTRICT'S
4 school(s) pursuant to Exhibit "A".

5 5.0 DISTRICT shall provide one (1) certificated employee to
6 participate in the PROGRAM with each group of 25-30 students.

7 5.1 All participating certificated employees and adult aides,
8 in cooperation with the PROGRAM staff, shall be expected
9 to take an active role in the supervision of students.

10 6.0 Should a DISTRICT group exceed four (4) classrooms on a given
11 day (approximately one hundred twenty (120) students), the additional
12 classroom(s) may be scheduled to participate on another day.

13 7.0 DISTRICT shall be responsible for the supervision and care of
14 its students. DISTRICT shall also be responsible for the actions of
15 its students and employees while participating in the PROGRAM.

16 8.0 DISTRICT shall hold harmless, defend, and indemnify the Orange
17 County Superintendent of Schools, the Orange County Board of
18 Education, and its officers, agents, and employees from any and all
19 claims for damages resulting from the acts or omissions of DISTRICT,
20 its officers, agents, employees, and students with respect to the
21 Inside the Outdoors - School Program.

22 SUPERINTENDENT shall hold harmless, defend, and indemnify the
23 DISTRICT, its Governing Board, officers, agents, employees, and
24 students from any and all claims for damage resulting from the acts
25 or omissions of the Orange County Superintendent of Schools, the

1 Orange County Board of Education and its officers, agents, and
2 employees with respect to the Inside the Outdoors - School Program.

3 9.0 Any notice of cancellation by DISTRICT must be received in
4 writing by SUPERINTENDENT at least twenty (20) business days,
5 excluding holidays, prior to the scheduled PROGRAM date. In the
6 event of a cancellation, the DISTRICT is responsible to find an
7 equivalent replacement no later than ten (10) business days prior to
8 the cancelled program date; SUPERINTENDENT may also attempt to find
9 an equivalent replacement if possible. If DISTRICT or SUPERINTENDENT
10 is unable to find an equivalent replacement, DISTRICT will be charged
11 ninety percent (90%) of the full cost of the scheduled PROGRAM. If
12 DISTRICT'S School wishes to reschedule a scheduled PROGRAM date,
13 DISTRICT'S School may be charged an additional fee of One hundred
14 dollars (\$100.00).

15 10.0 DISTRICT agrees to pay SUPERINTENDENT per student or per PROGRAM
16 more specifically described in Exhibit "A", which is attached hereto
17 and incorporated by reference herein. Payment shall be based on the
18 number of students that actually attend, but no less than ninety
19 percent (90%) of the number of students identified in Exhibit "A".

20 If DISTRICT'S SCHOOL is designated as sponsored, a minimum enrollment
21 requirement is ninety percent (90%) of the contracted number of
22 students, and is paid by sponsorship. If the number of students who
23 attend is less than ninety percent (90%) of the contracted enrollment
24 number, SCHOOL will be charged a per student fee for all students
25 that fall below ninety percent (90%).

1 10.1 A day of participation is defined as a student being
2 present during any part of a scheduled PROGRAM day.

3 10.2 Should the scheduled attendance from any given school in a
4 DISTRICT change by more than ten percent (10%), the
5 DISTRICT shall inform SUPERINTENDENT in writing at least
6 twenty (20) business days prior to the first (1st) day of
7 attendance.

8 10.3 Schools may be charged an additional transportation fee of
9 \$35.00 - \$125.00 per day.

10 11.0 Full payment of fees by DISTRICT must be received by
11 SUPERINTENDENT within thirty (30) calendar days of billing postmark.

12 12.0 DISTRICT agrees to bear the expense of repairs and/or breakage
13 resulting from unreasonable wear or abuse to property and/or
14 equipment caused by its students and/or teachers participating in the
15 PROGRAM.

16 13.0 DISTRICT hereby delegates, by approval of this AGREEMENT to the
17 District Superintendent or the District Superintendent's designee,
18 pursuant to Education Code Section 17604, the authority to allow
19 additional schools or students to participate in the Inside the
20 Outdoors - School Program during the term of AGREEMENT.

21 14.0 NOTICE. All notices or demands to be given under this AGREEMENT
22 by either party to the other, shall be in writing and given either
23 by: (a) personal service or (b) by U.S. Mail, mailed either by
24 registered or certified mail, return receipt requested, with postage
25 prepaid. Service shall be considered given when received if
personally served or if mailed on the third day after deposit in any

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

5 DISTRICT: Anaheim Union High School District
6 501 North Crescent Way
7 Anaheim, California 92803
8 Attn: _____

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

14 15.0 In the interest of public health, SUPERINTENDENT provides a
15 tobacco-free environment. Smoking or the use of any tobacco products
16 are prohibited in buildings and vehicles, and on any property owned,
17 leased or contracted for by the SUPERINTENDENT pursuant to
18 SUPERINTENDENT Policy 400.15. Failure to abide with conditions of
19 this policy could result in the termination of this AGREEMENT.

20 16.0 SUPERINTENDENT and DISTRICT agree that they will not engage in
21 unlawful discrimination in employment of persons because of race,
22 color, religious creed, national origin, ancestry, physical handicap,
23 medical condition, marital status, or sex of such persons.

24 17.0 SUPERINTENDENT and DISTRICT agree that this AGREEMENT shall be
25 construed and entered into in accordance with the laws of the State
of California, through California state courts with venue in Orange
County, California.

18.0 If any term, covenant, condition or provision of this AGREEMENT
is held by court of competent jurisdiction to be invalid, void or

1 unenforceable, the remainder of the provisions shall remain in full
2 force and effect and shall in no way be affected, impaired or
3 invalidated thereby.

4 19.0 The failure of SUPERINTENDENT or DISTRICT to seek redress for
5 violation of, or to insist upon, the strict performance of any term
6 or condition of this AGREEMENT, shall not be deemed a waiver by that
7 party of such term or condition, or prevent a subsequent similar act
8 from again constituting a violation of such term or condition.

9 20.0 This AGREEMENT contains the entire agreement between
10 SUPERINTENDENT and DISTRICT regarding the services and any agreement
11 hereafter made shall be ineffective to modify this AGREEMENT in whole
12 or in part unless such agreement is embodied in an amendment to this
13 AGREEMENT which has been signed by both SUPERINTENDENT and DISTRICT.
14 This AGREEMENT supersedes all prior negotiations, understandings,
15 representations and agreements.

16
17
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19 [THIS SECTION INTENTIONALLY LEFT BLANK]
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1 IN WITNESS WHEREOF, the Parties hereto have caused this
2 AGREEMENT to be executed.

3 DISTRICT: ANAHEIM UNION HIGH
4 SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT OF
SCHOOLS

5 BY: _____
Authorized Signature

BY: Patricia McCaughey
Authorized Signature

6 PRINT NAME: _____

PRINT NAME: Patricia McCaughey

7 TITLE: _____

TITLE: Administrator

8 DATE: _____

DATE: October 4, 2016

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School Programs

Exhibit A

School	Site / Program	Scheduled Date	Previous Date	Grade	Number of Students	Flat Fee* or Fee per Student	Comments
Anaheim High School	TRAVELING SCIENTIST 3 -	1/9/2017		HS	65	no charge*	1ST SERVICE LEARNING VISIT
Anaheim High School (Anaheim Union High SD)	Mileage	1/9/2017				no charge*	
Anaheim High School	TRAVELING SCIENTIST 3 -	2/6/2017		HS	65	no charge*	2ND SERVICE LEARNING VISIT
Anaheim High School	Mileage	2/6/2017				no charge*	
Anaheim High School	WHAT ABOUT WATER SHOWCASE	3/8/2017		HS	1	no charge*	
Anaheim High School	Mileage	3/8/2017				no charge*	

Note:

- (1) The Orange County Superintendent of Schools shall have the final approval on all revisions/modifications made to Exhibit A.
- (2) Cancellations and/or modifications to the number of pupils indicated in Exhibit A are subject to the terms and conditions of Section 9.0 and Section 10.0 of the Agreement.

Supersedes Amendment #2 Dated April 1, 2016

AGREEMENT NUMBER: 40908

AMENDMENT #2

ANAHIEM UNION HIGH SCHOOL DISTRICT

ORANGE COUNTY CAREER PATHWAYS PARTNERSHIP (OCCPP) PROGRAM

The AGREEMENT entered into July 1, 2014 by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, California 92628-9050, hereinafter referred to as "SUPERINTENDENT", and the Anaheim Union High School District, 501 Crescent Way, P.O. Box 3520, Anaheim, California 92803-3520 hereinafter referred to as "PARTNER", last amended September 11, 2015, is hereby further amended as follows:

1.0 Section 4.0 **PAYMENTS AND INVOICING** shall be amended to read as follows:

A. SUPERINTENDENT, under the terms of this AGREEMENT, shall reimburse PARTNER for PARTNER's eligible expenses for providing the services and activities hereunder identified in Exhibit A; provided, however, the total of such payments does not exceed PARTNER's maximum obligation; and provided further, PARTNER's costs shall be reimbursable pursuant to State and Federal Regulations. PARTNER shall be responsible for all other expenses incurred in connection with the performance of this AGREEMENT.

B. For the period of July 1, 2014 through June 30, 2015 (Year 1) PARTNER shall receive its' first year allocation. Starting with Year 2 (July 1, 2015 through June 30, 2016) and continuing through Year 4 (July 1, 2017 through June 30, 2018), contingent upon submission and approval of PARTNER's annual report and annual Workplan, funds will be distributed as a quarterly reimbursement. PARTNER can submit an invoice with detailed documentation for any portion of their approved allocation for Year 2. Once PARTNER's invoice has been reviewed and approved, PARTNER will be reimbursed within thirty (30) days after the end of the quarter for which their invoice was submitted.

C. All funds received for Year 1 (July 1, 2014 through June 30, 2015) may be carried over into

1 Year 2 (July 1, 2015 through June 30, 2016). Year 2 work plans must clearly describe how all carryover
2 funds from Year 1 and all Year 2 allocations and/or leveraged funding from other sources will be used
3 to meet the outcomes of the Orange County Career Pathways Partnership (OCCPP) Program grant
4 described in the approved industry sector work plan framework. No more than forty percent (40%)
5 of the total of Year 1 carryover and the full Year 2 allocation can be carried over into Year 3 (July 1,
6 2016 through June 30, 2017). (Example: Partner carries over \$30,000 from Year 1 and has a Year 2
7 allocation of \$80,000, sum = \$110,000.00. The maximum amount that they can carry over would be
8 \$44,000.00) No more than forty percent (40%) of the total of Year 2 and all of Year 3 allocations can
9 be carried over into Year 4 (July 1, 2017 through June 30, 2018). Year 5 is a full sustainability year
10 and no OCCPP funds may be carried over.

11 D. As a condition for carrying over any funds up to the forty percent (40%) limit, Partner must
12 complete and submit on or before July 29, 2016 a Year 3 work plan. The Year 3 work plan template
13 and Year 3 budgeting document will be distributed to all Partners by June 15, 2016 along with the
14 Year 2 narrative template.

15 E. Recognizing that special circumstances may warrant an exception to Partner's forty percent
16 (40%) carry-over cap, the Executive Committee has authorized the Executive Director and the two (2)
17 Executive Committee chairs to approve or deny a formal request. Such requests must be submitted
18 no later than the last day of fiscal quarter 3 (April 15) and include a revised work plan, a budget
19 request form and a cover letter providing a detailed justification for a one-time exception to the forty
20 (40%) cap.

21 F. For travel necessary to the performance of this AGREEMENT, PARTNER's travel and other
22 travel related expense reimbursement claims shall not exceed the travel policy and procedures of the
23 State of California. Travel and other related travel expenses shall be limited to those necessary for
24 the performance of this AGREEMENT. Travel outside of the State of California must be authorized in
25

1 writing by SUPERINTENDENT prior by to travel. Travel outside of the United States is not permitted.

2 G. PARTNER's billings shall be submitted on SUPERINTENDENT's form, "Budget and
3 Expenditure Invoice," which is attached hereto as Exhibit "B" and incorporated herein by this
4 reference to this AGREEMENT and shall also include a full description and source of local match (cash
5 or In-kind), attached as Exhibit "C" and incorporated herein by this reference to this AGREEMENT.
6 PARTNER shall submit an original Budget and Expenditure Invoice no later than the 15th of each
7 quarter per year. Payments to PARTNER should be released by SUPERINTENDENT no later than thirty
8 (30) calendar days after receipt of a fully documented and accurate Budget and Expenditure Invoice.

9 H. All PARTNER Budget and Expenditure Invoices submitted to SUPERINTENDENT shall be
10 supported by source documentation including, but not limited to, ledgers, journals, time sheets,
11 invoices, bank statements, canceled checks, receipts, receiving records, and records of services
12 provided.

13 I. SUPERINTENDENT may withhold or delay any payment if PARTNER fails to comply with any
14 provision set forth in this AGREEMENT.

15 J. PARTNER shall not claim reimbursement for services provided beyond the expiration and/or
16 termination of this AGREEMENT, except as may otherwise be provided under this AGREEMENT.

17 K. PARTNER shall receive no compensation for the services provided pursuant to this
18 AGREEMENT other than the rate set forth above.

19 L. The obligation of SUPERINTENDENT under this AGREEMENT is contingent upon the
20 availability of funds furnished by State of California. It is mutually agreed that if the Budget Act of
21 the current fiscal year and/or subsequent fiscal years covered under this AGREEMENT does not
22 appropriate sufficient funds for this program, this AGREEMENT shall be of no further force and effect
23 and shall be terminated. In this event, SUPERINTENDENT shall have no liability to pay any funds
24 whatsoever to PARTNER or to furnish any other considerations under this AGREEMENT and PARTNER
25

1 shall not be obligated to perform any provisions of this AGREEMENT. If funding for any fiscal year is
2 reduced, or deleted by the Budget Act for purposes of this program, the SUPERINTENDENT shall have
3 the option to either terminate this AGREEMENT with no liability occurring to the SUPERINTENDENT
4 or offer an amendment to PARTNER to reflect the reduced amount. SUPERINTENDENT shall give
5 PARTNER written notification of such termination. Notice shall be deemed served on the date of
6 mailing.

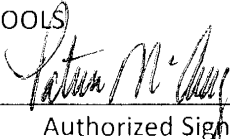
7 2.0 Except as expressly herein amended, said AGREEMENT of July 1, 2014, shall in all respects be
8 and remain in full force and effect.

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

10 ANAHEIM UNION HIGH SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

11 BY: _____
12 Authorized Signature

BY:  _____
Authorized Signature

13 PRINTED NAME: _____

PRINTED NAME: Patricia McCaughey

14 TITLE: _____

TITLE: Administrator

15 DATE: _____

DATE: October 11, 2016

16 TIN: _____
17
18
19
20
21

22 AUHSD(40908).OCCPP.22016
23 ZIP14
24
25

OCCP Partnership Profile

Information Needed to Complete Required Forms:

Partner Name: Anaheim Union High School District
 Sectors of Interest: Health Care/Bio-Technology
 Engineering/Advanced Manufacturing and Design
 Information Communication Technology/Digital Media
 Pipeline: Cypress College and Fullerton College

Pathway Information:

Pathway Name: Patient Care
 Participating Sites: Anaheim, Cypress, Gilbert, Loara, Magnolia, Savanna,
 and Western High Schools

# of Students Served 2014-15	# of Students Served 2015-16	# of Students Served 2016-17	# of Students Served 2017-18
800	900	1000	1200

Pathway Name: Bio-Medical
 Participating Sites: Western High

# of Students Served 2014-15	# of Students Served 2015-16	# of Students Served 2016-17	# of Students Served 2017-18
80	160	200	280

Pathway Name: Engineering & Architecture (PLTW)
 Participating Sites: Anaheim High

# of Students Served 2014-15	# of Students Served 2015-16	# of Students Served 2016-17	# of Students Served 2017-18
100	120	150	200

Pathway Name: Commercial Construction / Energy
 Participating Sites: Anaheim, Gilbert, Katella, Magnolia, and Western High

# of Students Served 2014-15	# of Students Served 2015-16	# of Students Served 2016-17	# of Students Served 2017-18
180	200	400	600

Pathway Name: Design, Visual, & Media Arts
 Participating Sites: Anaheim, Cypress, Katella, Kennedy, Loara, Magnolia,
 Savanna, and Western High School

# of Students Served 2014-15	# of Students Served 2015-16	# of Students Served 2016-17	# of Students Served 2017-18
800	1000	1200	1500

OCCP Partnership Profile

In-kind/Match and Budget Requests:

In-kind: \$2,875,000

Year 1	Year 2	Year 3	Year 4	Year 5
Carl Perkins: \$500,000 50% of CTE Coordinator: \$75,000 Total: \$575,000	Carl Perkins: \$500,000 50% of CTE Coordinator: \$75,000 Total: \$575,000	Carl Perkins: \$500,000 50% of CTE Coordinator: \$75,000 Total: \$575,000	Carl Perkins: \$500,000 50% of CTE Coordinator: \$75,000 Total: \$575,000	Carl Perkins: \$500,000 50% of CTE Coordinator: \$75,000 Total: \$575,000

Budget: \$145,400

Year 1	Year 2	Year 3	Year 4
PLTW Curriculum, training, & equipment: 50,000 Substitute Teacher Pay for Curriculum Dev.: 3,000 PBL Training: 15,000 Reflective Learning Walks: 1,500 Total: \$69,500	PLTW equipment \$50,000 Substitute Teacher Pay: Curriculum Dev.: 3,000 PBL Training: 15,000 Reflective Learning Walks: 1,500 Total: \$69,500	Substitute Teacher Pay: Curriculum Dev.: 1,200 PBL Training: 5,000 Reflective Learning Walks: 1,500 Total: \$3,200	Substitute Teacher Pay: Curriculum Dev.: 1,200 PBL Training: 5,000 Reflective Learning Walks: 1,500 Total: \$3,200

Describe the Focus for your OCCP Partnership Initiative:

Anaheim Union will focus on refining our pathway structures:

- 1) Write and/or rewrite CTE courses across all pathways to meet the UC A-G course approval.
- 2) Establish Dual Enrollment opportunities with community colleges across all pathway industries.
- 3) Establish a Community-Based Classroom component as appropriate for capstone courses (ie: internships, mentorships, job shadowing, etc). NOCROP partner will assist.
- 4) All CTE teachers (both NOCROP and District) will participate in intensive project-based learning training.
- 5) Develop and implement a STEM/ICT focused pipeline beginning with career exploration at the junior high schools (ie: PLTW – Gateway to Technology)

Partnerships and/or Industry Advisories/Clusters your District is Involved in:

Anaheim Union participates in all CTEoc Advisory Days hosted by Vital Link, plus NOCROP partner hosted pathway specific advisories (ie: medical, construction, etc.)

Ways your District Outreaches to/Engages K-8 students in Pathway Activities:

OCCP Partnership Profile

Anaheim Union is a 7th through 12th grade school district. Our junior highs are beginning to align their elective programs to their feeder high school career pathways. For example, junior highs offer “Exploring Digital Animation” as a springboard for entering the high school’s Media Arts Pathway ending with the Digital Animation capstone course. Several of our junior highs have begun to offer or wish to offer a STEM exploratory wheel that feeds into our high school career pathways.

Methods in Place for Tracking the Required Student Outcomes:

Courses are tagged through our Aeries student information system. Information regarding the students enrolled in these courses can be retrieved and disaggregated as desired.

Which of the Regional Service Areas Would Benefit your District/Institution?:

Anaheim Union would benefit from all the following regional service areas:

- *Professional Development;*
- *Building Work-based Learning Networks;*
- *Curriculum Content Analysis;*
- *Policy/Agreement Development, Counseling Services;*
- *Data Gathering;*
- *Pathway Training/Certification*

Additional Notes that make the Proposed Program Innovative:

Anaheim Union has a strong partnership with NOCROP. Through ROP and District career pathway programs, high school students have access to 21 career pathways. The next stage of career pathway development for us is to establish “career pipelines” that align the junior high CTE electives, through the high school career preparation pathways, and on to post-secondary education and/or training. A “pipeline” will engage students at a younger age to begin to explore their interests and aptitudes, prepare them for the industry of their interest, and provide them their “next steps” for pursuing the career of their choice.

INVOICE
 Orange County Department of Education
 200 Kalmus Drive
 Costa Mesa, CA 92628
 Phone: (714) 966-4060

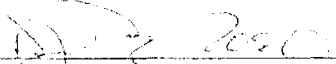
Anaheim Union High School District
 501 Crescent Way / P.O. Box 3520
 Anaheim, CA 92803-3520

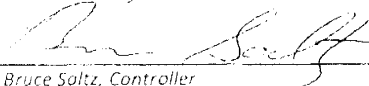
Invoice Number: _____
 Invoice Date: _____

Expenditure Codes	Budget	Current Expenditure	Expenditure to Date	Balance	Sector
1000 Certificated Salaries	\$4,350.00			\$4,350.00	Across
2000 Classified Salaries				\$0.00	
3000 Benefits	\$150.00			\$150.00	Across
4000 Books & Supplies	\$50,000.00			\$50,000.00	Bio Med
5000 Services and Other Operating Expenditures (other than travel expenditures)	\$15,000.00			\$15,000.00	Across
5200 Travel & Conference				\$0.00	
6000 Equipment				\$0.00	
7000 Indirect Costs				\$0.00	
Grant Amount	\$69,500.00		\$0.00	\$69,500.00	
Reimbursement Now Claimed					

Please remit copies of all invoices and PAID receipts with original budget and expenditure reimbursement claim form.
 Please deposit monies in Resource 9010 object code 8677

I certify that the expenditures reported above have been made, and that this project has been conducted in accordance with applicable laws, regulations, and program guidelines, and that the full records of receipts and expenditures have been maintained and are available for audit. **All signatures are required**

 Phone: (714) 999-3585 Date 8/26/14
 Diane Donnelly-Toscano, Ed.D., Director

 Phone: (714) 999-3589 Date 8/26/14
 Bruce Saltz, Controller

Please return to:
 Vijay Wadhwa, Orange County Department of Education
vwadhwa@ocde.us
 P.O. Box 9050, Costa Mesa, CA 92628-9050
 For questions call (714) 966-4060

California Career Pathways Trust
Match Budget


Agency Name: Anaheim Union High School District

Fiscal Agent Contact: Bruce Saltz, Controller

Phone Number: (714) 999-3589

Sources of Local Match (Cash or In-kind)

Expenditure Codes	District Match	Business/ Community Match	Community College	Budget Item Totals
1000 Certificated Salaries	\$ 95,833.00	\$ -	\$ -	\$ 95,833.00
2000 Classified Salaries	\$ -	\$ -	\$ -	\$ -
3000 Employee Benefits	\$ 21,788.00	\$ -	\$ -	\$ 21,788.00
4000 Books & Supplies	\$ 413,723.00	\$ -	\$ -	\$ 413,723.00
5000 Services & other Operating Expenditures (other than Travel expenditures)	\$ 69,557.00	\$ -	\$ -	\$ 69,557.00
5200 Travel & Conferences	\$ -	\$ -	\$ -	\$ -
6000 Capital Outlay	\$ -	\$ -	\$ -	\$ -
7000 Indirect Charges (CDE approved rates apply)	\$ 24,577.00	\$ -	\$ -	\$ 24,577.00
Totals	\$ 625,478.00	\$ -	\$ -	\$ 625,478.00


Signature of Fiscal Agent

3/27/14
Date

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

EDUCATIONAL CONSULTING AGREEMENT

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

10 th	day of	November	2016
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by and between

Wheels of Freestyle, Inc.

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

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

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

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

WHEREAS such services are needed on a limited basis.

NOW, THEREFORE, the parties hereto agree as follows:

1. Services to be provided by Consultant:

Educational BMX Student Assembly with anti-tobacco theme focusing on encouraging students to find something they love to do and concentrate on the personal fulfillment they can gain, instead of choosing to engage in negative behaviors such as tobacco, alcohol, and drug use.
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Site/School:	11/18/16 – Lexington JHS (2 shows)	Funds (Cost Center):	TUPE Grant 4895
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2. List of Other Supportive Staff or Consultants:

No other support staff is required.

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

Date:	November 18, 2016
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and shall diligently perform as specified and complete performance by:

Date:	November 18, 2016
-------	-------------------

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

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

Student Support Services will provide consultant with current TUPE information.

5. District shall pay Consultant the maximum amount of

\$1,798

for services rendered

to # of people:	1,300 – Lexington JHS In addition to an unknown number of site teachers and staff participants.	# hours per day:	2.0 to 3.0	# of days:	1
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pursuant to this AGREEMENT. Payment shall be made 15 to 30 days after receipt of invoice. Consultant shall submit an invoice to District Accounting Department via U.S. Mail.

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

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

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

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

As a result of the BMX assembly, students will learn: (1) how smoking affects your health and can limit your achievements; (2) how smoking can be addictive; (3) the dangers of smokeless tobacco, and ; (4) how smoking can hurt others through secondhand smoke. CLEAN MIND< CLEAN BODY< CLEAN LUNGS is there new slogan for the presentation.

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

BMX riders are among the top riders in the nation with various titles and years of experience delivering the message of being tobacco free and instill ideals that will increase self-confidence and positive morals.

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

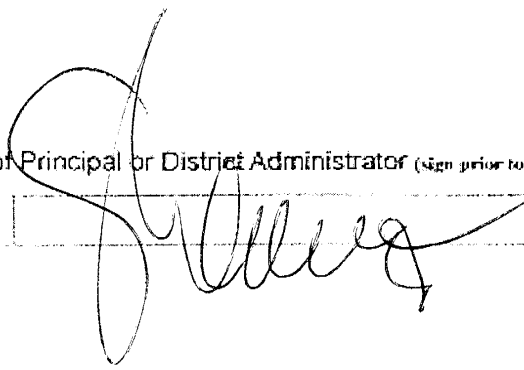
None. Only an outlet to plug in for power and outdoor space for performance.

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

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

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

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

Signature:		Date:	10/13/16
------------	---	-------	----------

Quote 350544

- This quote is good for 90 days. Purchase Orders or payment via credit card must be received within 90 days from the date on this quote in order to accept the price listed.

NOTE: Your order/quote will not be processed until we receive a copy of your purchase order. If you have a tax exempt form, please include it with your purchase order or you may be subject to tax.

There are four ways to process this quote:

1. Fax your purchase order and a copy of your quote to [419-408-9810](tel:419-408-9810).
2. Email your purchase order to nlina@n2y.com
3. Contact n2y Customer Support toll free at [1-800-697-6676](tel:1-800-697-6676) 8-4:30pm EDT, Monday-Friday to pay using a credit card.
4. Mail your purchase order to the address below. Be sure to attach a copy of this quote or reference quote number 350544 on the purchase order.

n2y
 PO Box 550
 Huron, OH 44839

For additional assistance with your order, please call n2y toll free at [1-800-697-6676](tel:1-800-697-6676).

If you are trying to renew your account but don't have an n2y ID and password, please call to set up a new n2y ID.

Cancellation of training with less than a 14-day notice will hold a 50% cancellation fee.

For additional information, please visit www.n2y.com

Remit To
n2y PO Box 550 Huron, OH 44839

Quote
350544

Contact Info
Cherylin Lew (714) 999-3526 nlina@n2y.com

Ship To
Anaheim Union High School District

Date	Payment Terms	Due Date	Purchase Order
September 28, 2016			

Item	Description	Quantity	Amount
NWS	News-2-You, December 31, 2016 to December 31, 2017, renewal account 2384	25	\$3,887.00
Thank you for your business. Please contact us immediately if you need any help with your subscription.			
Sales Tax:			\$0.00
Total:			\$3,887.00

Instructional Materials Submitted for Display

November 10, 2016

November 10, 2016-December 8, 2016

Curriculum	Basic/ Suppl.	Course Name (Number)	GR	Title	Publisher
Career and Technology Education	Basic	Accounting Principles 1	9-12	<i>Century 21 Accounting General Journal</i>	Cengage Learning
English	Suppl.	English 1 (1505) English 2 (1520)	9-12	<i>All the Bright Places</i>	KNOFF
English	Suppl.	English 1 (1505) English 2 (1520)	9-12	<i>Challenger Deep</i>	Harper
English	Suppl.	English 1 (1505) English 2 (1520)	9-12	<i>The Testing</i>	Houghton Mifflin Harcourt
English	Suppl.	English 1 (1505) English 2 (1520)	9-12	<i>The Unlikely Hero Of Room 13b</i>	Delacourt Press
English	Suppl.	English 1 (1505) English 2 (1520)	9-12	<i>Everybody Sees the Ants</i>	Little Brown
English	Suppl.	English 1 (1505) English 2 (1520)	9-12	<i>I Will Always Write Back</i>	Little Brown
English	Suppl.	English 1 (1505) English 2 (1520)	9-12	<i>Fangirl</i>	St. Martins Griffin
English	Suppl.	English 1 (1505) English 2 (1520)	9-12	<i>The Boy in the Black Suit</i>	Antheneum

Curriculum	Basic/ Suppl.	Course Name (Number)	GR	Title	Publisher
English	Suppl.	English 1 (1505) English 2 (1520)	9-12	<i>Cinder</i>	Square Fish
English	Suppl.	English 1 (1505) English 2 (1520)	9-12	<i>In These Girls, Hope is a Muscle</i>	Grand Central
English	Suppl.	English 1 (1505) English 2 (1520)	9-12	<i>We Were Called to Rise</i>	Simon and Schuster
English	Suppl.	English 1 (1505) English 2 (1520)	9-12	<i>Deadline</i>	Harper
Math	Basic	Math (6118)	8-12	<i>Excel Math</i>	Ansmar Publisher, Inc.
English	Basic	English 1 (6003) English 2 (6007) English 3 (6173) English 4 (6177)	8-12	<i>Right on Reader 1 & 2</i>	Attainment
Science	Basic	Science (6154)	8-12	<i>Attainment's Science Work</i>	Attainment
Science	Basic	Science (6154)	8-12	<i>Attainment's Teaching to Standards Science - Student Response Guide</i>	Attainment

SCHEDULE A

STUDENT IN NONPUBLIC SCHOOL UNDER EC 56030
Residential School Year 2016-2017

STUDENT	DOB	GRADE	BOARD APPROVAL DATE	RESIDENTIAL SCHOOL	TOTAL CONTRACT COST*
SYS – 159	07/03/2000	11	11/10/2016	CARE Youth Corporation	\$154,000.00
SYS – 127	01/13/2000	11	11/10/2016	CARE Youth Corporation	\$154,000.00
SYS – 156	03/03/2001	10	11/10/2016	CARE Youth Corporation	\$124,000.00
SYS – 176	05/26/2000	10	11/10/2016	CARE Youth Corporation	\$154,000.00

SCHEDULE A

**STUDENT IN NONPUBLIC SCHOOL UNDER EC 56030
Regular School Year 2016-2017**

STUDENT	DOB	GRADE	BOARD APPROVAL DATE	NONPUBLIC SCHOOL	TOTAL CONTRACT COST*
SYS - 134	08/10/1999	12	11/10/2016	Rossier Park School	\$45,000.00
SYS - 178	01/24/2004	07	11/10/2016	Rossier Park School	\$73,000.00
SYS - 179	01/27/2004	07	11/10/2016	Speech and Language Development Center	\$60,000.00

Field Trip Report

Board of Trustees

November 10, 2016

1. Brookurst Junior High School: Drama (24 students- 8 male and 16 female)
Adviser/Lead Chaperone: Autumn Browne (female)
Chaperones: Tisha Ludeman (female), Mark Weiss (male) and Michael Buss (male)

To: Hollywood, CA
 Dates: March 10, 2017 to March 12, 2017
 Purpose: Behind the scenes look at theatre and movie making
 Expenses: Parent/Student- meals, transportation, accommodations

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

2. Cypress High School: Speech and Debate (8 students- 4 male and 4 female)
Adviser/Lead Chaperone: Kori Muniz-Jones (female)
Chaperones: Frederick Leininger (male)

To: San Diego, CA
 Dates: December 9, 2016 to December 11, 2016
 Purpose: La Costa Canyon High School Speech and Debate Tournament
 Expenses: Parent/Student- registration, meals, transportation, accommodations

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

3. Katella High School: VAPA (32 students- 16 male and 16 female)
Adviser/Lead Chaperone: Dylan Harlan (male)
Chaperones: Ricardo M. Hernandez (male), Debbie Rush (female) and Janice Coats (female)

To: San Francisco, CA
 Dates: March 11, 2017 to March 15, 2017
 Purpose: Travel to perform and learn about historical events and attractions significant to the area.
 Expenses: Booster Club- meals, transportation, accommodations
 Parent/Student- meals

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

Field Trip Report

Board of Trustees

November 10, 2016

4. Kennedy High School: Virtual Enterprise Trade Fair (16 students- 8 male and 8 female)
Adviser/Lead Chaperone: Michael B. Gasinski (male)
Chaperones: Katrina Tweed (female)

To: Bakersfield, CA
Dates: January 18, 2017 to January 19, 2017
Purpose: Trade Fair
Expenses: ASB/Club Fundraisers- registration, transportation
Parent/Student- meals, accommodations
Perkins- substitutes

Number of school days missed for this trip: 2
Number of school days missed previously: 2
Total number of days missed by this group: 4

5. Oxford Academy: Virtual Enterprise (24 students- 8 male and 16 female)
Adviser/Lead Chaperone: Michael Rylaarsdam (male)
Chaperones: David Rylaarsdam (male), Debbie Hale (female) and Cathy Fong (female)

To: Bakersfield, CA
Dates: January 18, 2017 to January 19, 2017
Purpose: Participate in business conference
Expenses: ASB/Club Fundraisers- registration, meals, transportation, accommodations
Perkins- transportation, accommodations, substitutes
Parent/Student- meals

Number of school days missed for this trip: 2
Number of school days missed previously: 1
Total number of days missed by this group: 3

6. Oxford Academy: HOSA (40 students- 16 male and 24 female)
Adviser/Lead Chaperone: Jun Cuenca (male)
Chaperones: Dan Cullinane (male), Hilda Vazquez (female), Amanda Bean (female) and
Rachelle Blinoff-Mudd (female)

To: Sacramento, CA
Dates: March 15, 2017 to March 19, 2017
Purpose: Attend/participate in leadership workshops and competitive events
Expenses: ASB/Club Fundraisers- registration, transportation, accommodations
Parent/Student- registration, meals, transportation, accommodations

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

Field Trip Report

Board of Trustees

November 10, 2016

7. Savanna High School: Softball (14 female students)
Adviser/Lead Chaperone: Mike Willey (male)
Chaperones: Kathy Deeds (female), Sarah Strong (female), Alicia Cortez (female),
and Frank Lesclinier (male)

To: Las Vegas, NV
Dates: March 9, 2017 to March 11, 2017
Purpose: Softball tournament
Expenses: Booster Club- registration, meals, transportation, accommodations
Parent/Student- meals

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

AGREEMENT NUMBER: 43359

Orange County Superintendent of Schools
Institute for Leadership Development

Orange County Department of Education, Education Specialist (ES) Induction Program

MEMORANDUM OF UNDERSTANDING

2016-2017

This Memorandum of Understanding (MOU) is entered into this 1st day of July, 2016, by and between the Orange County Superintendent of Schools, hereinafter referred to as SUPERINTENDENT, and Anaheim Union High School District, hereinafter referred to as “participating school”, and Azusa Pacific University, Chapman University and California State University, Fullerton hereinafter referred to as “Participating Institution of High Education (IHE)”, to form a Consortium, supporting qualifying teachers through the OCDE ES Induction Program.

A. PURPOSE

The purpose of this MOU is to establish a formal working relationship between the parties to this MOU and to set forth the operating conditions that will govern the OCDE ES Induction Program Consortium.

B. GOALS

The goal of the OCDE ES Induction Program Consortium is to provide quality professional development and support to candidates requiring Induction to clear their Education Specialist credentials as well the individuals assigned to provide reflective coaching and mentoring to those candidates.

C. PARAMETERS

1. The term of this MOU shall commence on July 1, 2016 and end on June 30, 2017.
2. Contract monitoring responsibilities for this MOU shall rest with the SUPERINTENDENT.

D. RESPONSIBILITIES – General

1. The OCDE Induction Advisory Council is comprised of a senior level administrator from each General Education participating school/ district, at least one representative from the Education Specialist Induction Program, at least one representative from the private school collaborative, a representative from each of the participating Institutions of Higher Education (IHE), and the SUPERINTENDENT’s designee; the Manager of the Institute for Leadership Development. Responsibilities of the Advisory Council are as follows:
 - a. Meet a minimum of three (3) times during the term of this MOU to review the design and implementation of the Induction Programs;
 - b. Provide operational leadership guidance for the Induction Programs; and

- c. Review all required reports and documents, as required by the Commission on Teacher Credentialing, with the Manager of the Institute for Leadership Development & I.L.D. program staff.
2. SUPERINTENDENT agrees to the following:
- a. Serve as Lead Educational Agency (LEA) of the Consortium.
 - b. Serve as the fiscal agent.
 - c. Serve as a contact among state agencies, participating school districts, participating charter schools, private schools and participating IHE's.
 - d. Serve as a clearinghouse for information, data collection and reporting requirements.
 - e. Employ a full-time Manager, full-time Program Specialist, an Administrative Assistant and a Program Data Technician to provide direction and support for the OCDE Teacher Induction Program.
 - f. Provide administration, management and coordination of project activities as described in the California Induction Common and Program Standards as well as guidelines of SB 2042.
 - g. Provide workspace for all OCDE ES Induction Program staff and secretarial support.
 - h. Provide all program materials to each participating school's Mentors, and to all candidates enrolled in the OCDE Teacher Induction Program.
 - i. Provide professional development and mentoring support to all candidates enrolled in the OCDE Teacher Induction Program.
 - j. Provide reimbursement for up to three (3) substitute days per candidate not to exceed the sum of One Hundred Twenty-five dollars (\$125) per substitute day. *Please note: documentation confirming the use of those sub days must be submitted to OCDE no later than March 31st, 2017. See Exhibit A.*
 - k. Provide appropriate training(s) for one (1) Lead Mentor from each school/district, for Mentors assigned to candidates, and for those individuals identified by the OCDE Induction Advisory Council as future Induction Program leaders.
 - Mentors will receive a professional development stipend, in addition to their Mentor stipend, upon completion of required mentor trainings. Up to four (4) after-school trainings will be planned throughout the 2016-17 program year. The professional development stipend will be calculated at a rate of \$15 per training hour completed.
 - *Please note: no substitute coverage is needed for this training and, therefore, no additional compensation will be forwarded to the school/district. See Exhibit B.*
 - l. Upon completion of the responsibilities defined in the 2016-2017 Mentor Agreement, each Mentor will be paid a stipend in the amount of One thousand two hundred dollars

(\$1,200) per candidate served. Should a candidate or Mentor leave the Consortium prior to the end of the school year, the stipend due to the Mentor shall be prorated at a rate of \$120 per month of mentor support provided. *Please note: Mentors will not receive additional compensation for mileage.* See Exhibit C.

- m. Provide training for participating school/district Site Administrators in support of the California Standards for the Teaching Profession (CSTP), the Institute for Leadership Development's eight (8) identified Candidate Competencies, Induction Program Standards and/or other current educational issues.
 - n. Establish an Assessor Cadre to review and assess candidate competence as measured by specific program assessments. All Returning Mentors are required to serve as a mentor assessor in a minimum of one (1) and maximum of three (3) Cadre sessions during the program year. The OCDE ES Induction Program will reimburse the participating school/district for substitute coverage at rate of \$125 per substitute day used by the Assessor.
 - o. Establish a cadre of Just-in-time mentors who will provide virtual support, in content areas, on an as needed basis. The OCDE Teacher Induction Program will compensate these mentors at a rate of \$60 per documented hour of support.
 - p. Convene and facilitate the OCDE Induction Advisory Council meetings.
 - q. Organize and facilitate OCDE ES Induction Program evaluations. Establish and maintain accurate records for the OCDE ES Induction Program. Submit required reports and documents to appropriate agencies as requested.
3. SCHOOLS, DISTRICTS AND INDEPENDENT SCHOOLS NOT COVERING TUITION COSTS FOR THEIR CANDIDATES agree to do the following:
- a. Adhere to the decisions made by the OCDE Induction Advisory Council regardless of whether said district/school chooses to be present during Council sessions.
 - b. Support the identification of the Lead Mentor by the Manager of the Institute for Leadership Development. The Lead Mentor will attend appropriate meetings, monitor the implementation of the defined induction program design and complete all required paperwork in a timely manner on behalf of the school/district.
 - c. Assist the Manager of the Institute for Leadership Development in the recruitment and enrollment of perspective candidates according to Commission-defined criteria for eligibility. Those individuals responsible for the initial eligibility screening are to be current in their understanding of CTC regulations and procedures.
 - d. Ensure that all newly-enrolled candidates participate in an advisement session and initial orientation meeting that follows the OCDE ES Induction Program orientation protocol.
 - e. Ensure that all candidates participate in appropriate training(s).

- f. Assist the Manager of the Institute for Leadership Development in the recruitment of Mentors according to the established OCDE ES Induction Program criteria and process.
 - g. Ensure that all Mentors understand the requirements of the OCDE ES Induction Program as defined for candidates and Mentors.
 - h. Ensure that all Mentors attend all professional development required as defined for each mentor track i.e.; New Mentor or Returning Mentor
 - i. Upon receipt of the detailed disbursement document, the school/district will create an invoice for the total disbursement amount and send it to OCDE no later than May 1st, 2017. OCDE will approve the disbursement and release the funds no later than June 30th, 2017. OCDE reserves the right to make additional adjustments to final disbursement amount based on confirmation of substitute coverage used and fulfillment of defined professional development responsibilities. Upon receipt of funds, the school/district will issue Mentor stipends for the amounts defined in the final disbursement letter that will accompany the funds. This will be done by the school/district within fourteen days of receiving said funding.
 - j. Provide training space when requested by SUPERINTENDENT as part of their collaborative contribution.
 - k. Participate in the evaluation of SB 2042 standards of the Induction Program.
 - l. Ensure that all Site Administrators, who supervise an OCDE ES Induction candidate, participate in the following: Triad Meetings, Annual Site Administrator Update Session, Exit Presentations, End-of-Year Colloquium and all program evaluations.
4. PARTICIPATING INSTITUTIONS OF HIGHER EDUCATION (IHE) agree to the following:
- a. Appoint a liaison who will fulfill the roles and responsibilities of a university program co-sponsor as specified in the Induction Program Preconditions & Standards.
 - b. Require the liaison to serve as a member of the OCDE Induction Advisory Council and attend all OCDE Induction Advisory Council meetings.
 - c. Provide current research regarding effective teacher induction practices, teacher retention, and Induction Program standards as might be requested by the OCDE Induction Advisory Council.
 - d. Participate in the development, assessment, and evaluation of the Induction Program.
 - e. Provide information to Consortium participants regarding university program opportunities as appropriate.
 - f. Facilitate appropriate support services as identified by the OCDE Induction Advisory Council and program staff.

E. RESPONSIBILITIES – Fiscal

1. SUPERINTENDENT, in its capacity of LEA, agrees to the following:

- a. Assume overall fiscal responsibility for the administration of all funds received, to include submission of year-end expenditure reports, and any other documentation sought by the California Department of Education (CDE) and/or the Commission on Teacher Credentialing (CTC).
- b. Develop and maintain a budget that allocates funds sufficient to meet the costs of implementing program requirements as described above.
- c. Monitor all budget expenditures and funds accordingly to established policies and procedures outlined by the funding agency.
- d. In the event that a candidate chooses to withdraw from the OCDE ES Induction Program, that candidate will be financially responsible for reimbursing the program for any costs incurred during that teacher’s enrollment. This may include, but not be limited to the cost of materials, trainings and Mentor compensation.
- e. The obligation of SUPERINTENDENT under this MOU is contingent upon the availability of funds furnished through tuition monies collected. In the event that such funding is terminated or reduced, this MOU may be terminated and SUPERINTENDENT’S fiscal obligations hereunder shall be limited to a pro-rated amount of funding actually received by the SUPERINTENDENT. SUPERINTENDENT shall provide the participating school district written notification of such termination. Notice shall be deemed given when received by the participating school district no later than three (3) days after the day of mailing,. The address to which notices or demands may be given to either party may be changed by written notice given in accordance with the notice provisions of this section. As of the date of this MOU, the addresses of the parties are as follows:

PARTICIPATING SCHOOL: Anaheim Union High School District
501 North Crescent Way
Anaheim, California 92801
Attn: _____

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

F. SHARED ACCOUNTABILITY

- 1. In order to ensure that all candidates have the opportunity to participate in program activities, SUPERINTENDENT and the Participating School and/or districts agree to the following:
 - a. Develop strong communication links among all parties to this MOU, so that all information distributed is accurate and timely.

- b. Distribute documentation regarding the roles and responsibilities of participating teachers, mentors, and school site administrators annually.
- c. Partner to provide training for ALL Site Administrators that focuses on the Induction Program Standards, California Standards for the Teaching Profession, the eight (8) Institute for Leadership Development Candidate Competencies, Induction Program Standards and/or other current educational issues.
- d. Collaborate in stakeholder meetings with Participating Teachers and Mentors to make program recommendations and revisions.
- e. Jointly develop and maintain records and documentation of activities/trainings conducted by the OCDE ES Induction Program.

G. TERMS AND CONDITIONS.

1. Any and all products developed for the OCDE ES Induction Program are the exclusive property of the Orange County Superintendent of Schools and the right to disseminate, market, or otherwise use the products shall only be with the express prior written permission of the SUPERINTENDENT.
2. Either party may terminate this MOU, with or without cause, upon thirty (30) days written notice served upon the other party. Notice shall be deemed given when received by the other party, no later than three (3) days after the day of mailing, whichever is sooner.

Orange County Superintendent of Schools

Anaheim Union High School District

By: _____



Authorized Signature

By: _____

Authorized Signature

Printed Name Patricia McCaughey

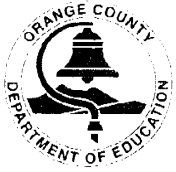
Printed Name: BRAD JACKSON

Title: Administrator

ASSISTANT SUPERINTENDENT
Title: HUMAN RESOURCES

Date: October 6, 2016

Date: NOVEMBER 10, 2016



Orange County Department of Education
Institute for Leadership Development
Teacher Induction Programs



Substitute Teacher Coverage Confirmation

Name: _____ District/School: _____

I am a (select one):
 Participating Teacher
 Mentor

Date Sub needed: _____ for (select one):
 a full day
 a half day
 # of hours: _____

I secured a sub so that I could complete:

- Observe my PT (My PT's name is _____)
- Participate in a Focus Teacher Observation
- Other (please specify: _____)

Signature of Individual Submitting this documentation: _____

Date of submission: _____

Signature of School Personnel*: _____

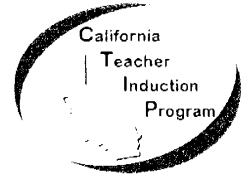
Print Name of School Personnel: _____

*This is to confirm that a substitute teacher was secured and should be signed by the appropriate party.

Candidates and Mentors are to submit completed document ELECTRONICALLY to Nicole Stephenson @ nstephenson@ocde.us immediately following the use of the sub.



Orange County Department of Education
Institute for Leadership Development
Education Specialist Induction Program



Compensation is provided to each Mentor in the form of a Mentor Stipend. Services rendered to the Induction Program in exchange for this stipend include:

- Conducting weekly, one-on-one collaboration sessions with each assigned ES Induction candidate (*no mileage reimbursement provided*);
- Conducting a Triad meeting at the beginning of each semester with Induction candidate and Site Administrator;
- Supporting the development and successful completion of the ES Induction candidate's Individual Learning Plan by ensuring that he/she receives the appropriate Mentor support and has access to resources needed to demonstrate competence as defined by the California Standards for the Teaching Profession and the Institute for Leadership Development's Eight Candidate Competencies;
- Observing each assigned ES Induction candidate at least once during each semester. In the case of Year 2 candidates, these observations will be captured on video;
- Attending OCDE-led Network meetings, "Hub" Collaborative sessions, End-of-Semester Reviews, Exit Presentations/Colloquium; and
- Satisfying the expectations regarding the completion and timely submission of all documents as outlined in the ES Induction program design.

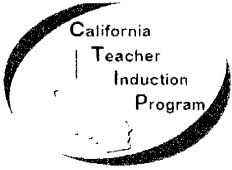
Additional Professional Development Compensation: *based upon an hourly rate of \$15*

Mentor Activity	# of Hours	Compensation
Mentor Training (9/16-6/17)		
ES New Mentors	10 hours	\$150.00
ES Returning Mentors	10 hours	\$150.00
Additional Professional Development		
ENCOMPASS Compassion Play (ES New Mentors ONLY)	2 hours	\$ 30.00
Generation Savvy (ES Returning Mentors ONLY)	3 hours	\$ 45.00
Having Hard Conversations (ES Returning Mentors who have not previously attended this training)	3 hours	\$ 45.00
Amount added to Base Stipend (\$1,200 per PT served)		ES New Mentors: \$180
		ES Returning Mentors \$195

**Please note: Amounts will be adjusted for those Mentors not completing the required professional development*



Orange County Department of Education
Institute for Leadership Development
 Education Specialist Induction Program



2016-17 Mentor Agreement: Education Specialist

I agree to serve as an Induction Mentor for the Orange County Education Specialist (ES) Induction program. I understand that I am making a two-year commitment to this program. As an ES Induction Mentor, I will develop and sustain a relationship with each Induction candidate I am assigned to, built upon collaboration and reflection. Upon successful completion of these agreements, I will receive my Mentor stipend.

Work with ES Induction candidate (Please initial your agreement on each line.)

- ___ meet **one-on-one** with each assigned Induction candidate for a minimum of one (1) hour per week
- ___ assist in the formulation of each assigned Induction candidate's Individualized Learning Plan, ensuring a focus on Special Education initiatives;
- ___ assist in the collection of evidence documenting the application of each assigned Induction candidate's professional growth in his/her classroom, including accommodations that were made to meet the needs of students as defined in their IEP's;
- ___ facilitate each semester Triad meeting with the Site Administrator and Induction candidate
- ___ assist in the identification of each assigned Induction candidate's driving question, the identification of three appropriate Case Study Students and the development of his/her Inquiry Project proposal;
- ___ oversee each assigned Induction candidate's efforts in generating an **electronic portfolio** that demonstrates his/her competence as defined by the California Standards of the Teaching Profession, and the Institute for Leadership Development's Eight Candidate Competencies; and
- ___ participate in each end-of-semester reviews and the Induction candidate's Exit Presentation/Colloquium.

Documentation (Please initial your agreement on each line.)

- ___ identify a Mentor goal that will serve as a focus for my work in supporting ES Induction candidates (Returning Mentors only);
- ___ complete the online Mid-year Program Survey (Winter, 2017);
- ___ complete all program assessments posted on www.Inductionsupport.com ;
- ___ maintain the monthly Mentor Log used to document reflective conversations and support provided to the Induction candidate;
- ___ view **all** tutorials on www.Inductionsupport.com and ensure that the Induction candidate does the same; and
- ___ complete all Induction tools that have been defined in the Induction program design.

Professional Development (Please initial your agreement on each line.)

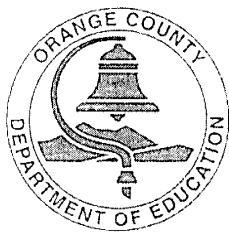
- ___ attend and actively participate in all ES Mentor training sessions;
- ___ attend and actively participate in all scheduled ES Network meetings;
- ___ attend and actively participate in all scheduled ES "Hub" collaborative sessions;
- ___ serve as an Assessor on at least one (1) Assessor Cadre during the program year(Returning Mentors only);
- ___ attend and actively participate in one 2-hour ENCOMPASS session (New Mentors only); and
- ___ participate in ongoing online Forum discussions through www.Inductionsupport.com .

 Mentor Name (Please print)

 Date

 Signature

 School/District



July 29, 2016

**ORANGE COUNTY
DEPARTMENT
OF EDUCATION**
200 KALMUS DRIVE
P.O. BOX 9050
COSTA MESA, CA
92628-9050
(714) 966-4000
FAX (714) 432-1916
www.ocde.us

AL MIJARES, Ph.D.
County Superintendent
of Schools

**ORANGE COUNTY
BOARD OF EDUCATION**

JOHN W. BEDELL, PH.D.

DAVID L. BOYD

REBECCA "BECKIE" GOMEZ

LINDA LINDHOLM

KEN L. WILLIAMS, D.O.

To: Michael B. Matsuda, Superintendent, Anaheim Union High School District
From: Nicole Savio Newfield, Administrator, School and Community Services
Subject: Williams Settlement Legislation 4th Quarter Report

I am pleased to provide the Williams Settlement Legislation 2015-16 fourth quarter report for Anaheim Union High School District. This report represents activity conducted by the Orange County Department of Education (OCDE) from April through June 2016. California Education Code section 1240(2)(H) requires this report to be provided to your Board at a regularly scheduled meeting held in accordance with public notification requirements.

FOURTH QUARTER SUMMARY

Teacher Assignment Monitoring

- In the fourth quarter of 2015-16, OCDE completed teacher assignment monitoring for schools in deciles 1-3. Results are enclosed.

Uniform Complaint Procedures (UCP)

- No complaints were filed during the period of January through March 2016.

Upcoming Activities

- Planning for the 2016-17 Williams Settlement Legislation site reviews has begun. OCDE has provided districts with the site review schedule and has requested required documentation.

If you have any questions, please contact me at (714) 966-4385 or nsavio@ocde.us.

On behalf of Dr. Al Mijares, County Superintendent of Schools, thank you for your diligent efforts to address the Williams Settlement Legislation requirements.

NSN:ts

Enclosure

c: Al Mijares, Ph.D., County Superintendent of Schools
Susan Stocks, Director, Special Programs, Education Division



Orange County Department of Education
Williams Settlement Legislation
 4th Quarter Report 2015- 16
 Anaheim Union High School District

TEACHER ASSIGNMENT MONITORING SUMMARY

School	Teacher Misassignments ¹	English Language Learner Misassignments ²	Teacher Vacancies ³	Teacher Vacancies Filled
Ball Junior High	0	0	0	0
Magnolia High	0	0	0	0
South Junior High	0	0	0	0
Sycamore Junior High	0	0	0	0

Respectfully submitted,

Nicole Savio

Administrator, School and Community Services

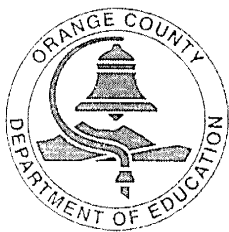
7/29/16

Date

¹ The California Commission on Teacher Credentialing (CCTC) considers it a misassignment when a teacher lacks the proper subject-matter authorization, a proper teaching credential, or the appropriate authorization or credential to teach English Learners if one or more English Learners are assigned to the class. The Williams Settlement Legislation requires that county superintendents report to the CCTC the number of English Learner related misassignments involving classes in which 20% or more of the students are English Learners.

² English Language Learner (ELL) misassignments occur if the teacher was lacking the appropriate authorization and training to teach ELL and 20% or more of the students were English Language Learners.

³ A teacher vacancy occurs if 20 working days after school begins for the semester, a single designated teacher has still not been assigned to teach the class for the entire year or semester [Education Code 35186(h)(3) and California Code of Regulations Title 5 4600(b)].



September 19, 2016

Michael B. Matsuda
 Superintendent
 Anaheim Union High School District
 501 Crescent Way
 Anaheim, CA 92803

**ORANGE COUNTY
 DEPARTMENT
 OF EDUCATION**
 200 KALMUS DRIVE
 P.O. BOX 9050
 COSTA MESA, CA
 92628-9050

(714) 966-4000
 FAX (714) 432-1916
 www.ocde.us

AL MIJARES, Ph.D.
 County Superintendent
 of Schools

Dear Mr. Matsuda:

Per Education Code Section 1240, I am charged with the responsibility to conduct reviews of decile 1-3 schools based on the 2012 Academic Performance Index (API) to ensure compliance with Williams Settlement Legislation requirements.

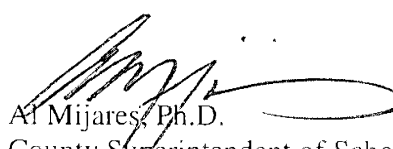
The enclosed report for fiscal year 2015-16 provides aggregate findings for the Anaheim Union High School District in the areas of sufficiency of textbooks and instructional materials, maintenance of facilities, accuracy of data reported on School Accountability Report Cards (SARC), and compliance with teacher assignments.

This data has been submitted in previous quarterly reports. As required by Education Code Section 1240, it will also be shared with the Orange County Board of Education and the County of Orange Board of Supervisors.

Please share this annual report at a public meeting with your Board during the month of November as required by the Williams Settlement Legislation.

Your dedicated efforts and those of your school board members, administrative staff, and school site staff demonstrate professional commitment to improving student achievement and well-being. I am proud to acknowledge your district's exemplary service to the students, families, and community members of Orange County.

Sincerely,


 Al Mijares, Ph.D.
 County Superintendent of Schools

AM:ts

Enclosure

c: Susan Stocks, Director, Special Programs, Education Division

**ORANGE COUNTY
 BOARD OF EDUCATION**

JOHN W. BEDELL, PH.D.

DAVID L. BOYD

REBECCA "BECKIE" GOMEZ

LINDA LINDHOLM

KEN L. WILLIAMS, D.O.



Orange County Department of Education
Williams Settlement Legislation
Annual Report for Anaheim Union High School District
2015-16

This report summarizes the results of Williams Settlement Legislation reviews of decile 1-3 schools (2012 base API).

INSTRUCTIONAL MATERIALS

The schools were evaluated to have sufficient textbooks and instructional materials.¹

School	Review Date	Subject	Textbook/Instructional Materials	Grade	Room	Materials Needed	Correction Date
Ball Junior High	September 1, 2015		NONE				
Magnolia High	September 1, 2015		NONE				
South Junior High	August 28, 2015		NONE				
Sycamore Junior High	August 28, 2015		NONE				

¹“Sufficient textbooks and instructional materials” means that each pupil, including English learners, has a standards-aligned textbook or instructional materials, or both, to use in class and to take home in the core subject areas of mathematics, science, history-social science, and English language arts, including the English language development component of an adopted program. Middle and high schools include foreign language and health. High schools include science laboratory equipment.



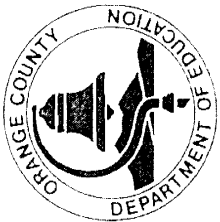
Orange County Department of Education
Williams Settlement Legislation
Annual Report for Anaheim Union High School District
2015-16

FACILITIES

The schools were reviewed with respect to the safety, cleanliness, and functionality of school facilities. Any deficiencies were reported to school administrators for remediation.²

School	Review Date	Room/Area	Facility Conditions Identified	Deficiency	Extreme Deficiency
Ball Junior High	September 3, 2015	Amphitheatre	Asphalt – deteriorated with cracks	X	
Magnolia High	September 3, 2015		NONE		
South Junior High	September 3, 2015		NONE		
Sycamore Junior High	September 3, 2015		NONE		

² Districts are not required to report corrections to the Orange County Department of Education.

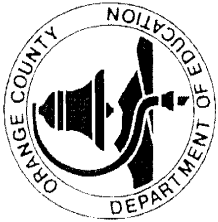


Orange County Department of Education
 Williams Settlement Legislation
 Annual Report for Anaheim Union High School District
 2015-16

SCHOOL ACCOUNTABILITY REPORT CARD (SARC)

The SARCs published in 2015-16 were reviewed to determine the accuracy of information reported for sufficiency of textbooks and instructional materials and safety, cleanliness, and functionality of school facilities.

School	SARC Review Date(s)	Instructional Materials Accurate	Instructional Material Discrepancies	Facility Conditions Accurate	Facility Condition Discrepancies
Ball Junior High	March 7, 2016	Yes	N/A	Yes	N/A
Magnolia High	March 7, 2016	Yes	N/A	Yes	N/A
South Junior High	March 7, 2016	Yes	N/A	Yes	N/A
Sycamore Junior High	March 7, 2016	Yes	N/A	Yes	N/A



Orange County Department of Education
Williams Settlement Legislation
Annual Report for Anaheim Union High School District
2015-16

TEACHER ASSIGNMENT MONITORING

Teacher assignments were reviewed and found to be in compliance.

School	Teacher Misassignments ³	English Language Learner Misassignments	Teacher Vacancies ⁴	Teacher Vacancies Filled
Ball Junior High	0	0	0	0
Magnolia High	0	0	0	0
South Junior High	0	0	0	0
Sycamore Junior High	0	0	0	0

Respectfully submitted,


 Nicole Savio Newfield
 Administrator, Community and Student Support Services

Date

9/9/16

³ The California Commission on Teacher Credentialing (CCTC) considers it a misassignment when a teacher lacks the proper subject-matter authorization, a proper teaching credential, or the appropriate authorization or credential to teach English Learners if one or more English Learners are assigned to the class. The Williams Settlement Legislation requires that county superintendents report to the CCTC the number of English Learner related misassignments involving classes in which 20% or more of the students are English Learners.

⁴ A teacher vacancy occurs if 20 working days after school begins for the semester, a single designated teacher has still not been assigned to teach the class for the entire year or semester [Education Code 35186(h)(3) and California Code of Regulations Title 5 4600(b)].

Human Resources Division, Certificated Personnel

Board of Trustees
November 10, 2016

Page 1 of 9

1. Resignations/Retirements, effective as noted:

Guo, Jing 10/18/16

2. Leaves of Absence:

Balmages, Carolyn, for child care, without pay and without health benefits from 12/12/16 through the end of the working day on 12/22/16.

Moen, Melinda, for child care, without pay and without health benefits from 12/13/16 through the end of the working day on 12/23/16. (REVISED)

Stift, Ashley, for health reasons, without pay and without health benefits from 9/28/16 through the end of the working day on 12/7/16.

3. Employment:A. Teacher(s)/Temporary:

		<u>Column</u>	<u>Step</u>
Welker, Lauren	10/20/16	2	1

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

Allen, Sierra	10/10/16	Moreno, Karina Perez	10/10/16
Atkinson, Dorothy	10/19/16	Nelson, Wayne	10/25/16
Bautista, Paula	10/06/16	Phan, John	10/10/16
Calderon, Martin	10/11/16	Rapier, Trisha	10/11/16
Callanan, Joseph	10/11/16	Rochweg, Maxine	11/10/16
Darrah, Kristin	10/11/16	Seefeldt, Amelia	10/31/16
Herriott, Kathleen	10/11/16	Taylor III, Armando	10/14/16
Hopper, Amber	10/21/16	Turner, Kayley	10/11/16
Melendez, Hailey	10/05/16	White II, Edward	10/20/16

C. Day-to-Day Substitute Counselor(s), effective as noted:

Bejarano, Danielle 10/11/16

D. Psychologist(s):

		<u>Range</u>	<u>Step</u>
Klingsporn, Monica	10/19/16	31	4

E. Day-to-Day Substitute Psychologist(s), effective as noted:

Jackson, Sally 10/4/16

F. Administrator Salary Placements, effective as noted:

		<u>Range</u>	<u>Step</u>
Romero, Enrique	10/13/16	24	5
Principal, South Junior High School			

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4. Extra Service Compensation:

- A. Additional Salary, for an extra period of coverage to be paid tenthsly and based on the individual's salary for 2016-17, effective as noted: (General Funds)

Abril, Yvonne	8/8/16
Barrera, Miguel	8/29/16
Castro, Yamila	8/8/16
Cianci, Chris	8/8/16
Comer, Tracey	9/23/16
Garabedian, Phil	8/29/16
Gordon, Richard	8/10/16
Hill, Melanie	8/8/16
Sibley, Tommy	8/8/16
Jurado, Uriel	8/29/16
Long, Garrett	9/1/16
McJilton, Stephen	8/8/16
Miceli, Cynthia	8/29/16
Reed, Timothy	8/10/16
Swans, Kirstin	9/8/16
Urbanos, Daniel	8/10/16
Yeaton, Judy	8/10/16

- B. California Speech-Language Pathology License Stipend, to be paid to the following individual(s), in the amount of \$1,135, for an earned CA Speech-Language Pathology License, effective as noted:

Lam, Jane	8/8/16
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- C. Title I Specialists Stipend, for the 2016-17 year, in the amount of \$1,810, to be paid in two disbursements, half of the stipend at the end of each semester. (Title I Funds)

Ayala, Jennifer	Katella High School
Bookout, Pamela	Brookhurst Junior High School
Dayton, Lorena	Magnolia High School
Gray, Matthew	Loara High School
Hill, Poppy	Savanna High School
Jensen, Ann	Western High School
Larsen, Susan	Dale Junior High School
Lopez, Alicia	Sycamore Junior High School
Nakayama, Robert	Orangeview Junior High School
Nguyen, Andy	South Junior High School
Park, Mary Ellen	Ball Junior High School
Ramstetter, Michele	Gilbert High School
Zajec, Eydie	Anaheim High School

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- D. AUHSD Tobacco Use Prevention Education Program Stipend, to be paid for the 2016-17 school year to the following individuals as noted: (AUHSD Tobacco Use Prevention Education Grant Funds).

Armijo, Valerie	\$2,000	Glenn, Mark	\$2,000
Banales, Catarina	\$1,000	Haaf, Kiandra	\$2,000
Bauerle, Kimberly	\$2,000	Hormuth, Lisa	\$2,000
Broady, Marilyn	\$2,000	Kliem, Erin	\$1,000
Chaldu, Chayne	\$2,000	Lind, Augusta (Gusti)	\$2,000
Cowan, James	\$2,000	Malmborg, Debra	\$2,000
Dunham, Anita (AJ)	\$2,000	Serna, Margo	\$1,000
Figueroa, Ana	\$1,000	Somers, Allison	\$2,000
Flores, Jaime	\$2,000	Ting, Cynthia	\$2,000
Flores, Robert	\$2,000	Villasenor, Rosalba	\$1,000
Frank, Carolyn	\$1,000	Viramontes, Juan	\$2,000

5. **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>
Hawkins, Shelley	4 1	4 5	9/12/16
Herbold III, John	3 3	3 4	9/12/16
Liu, Joanna	3 3	4 3	8/8/16
Mekhail, Frances	2 1	3 1	8/15/16
Olivas, Robert	3 11	4 11	8/8/16

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

Amer, Wajhee	10/4/16	Gonzalez, Tamdan Belinda	10/10/16
Anderson, Douglas	10/27/16	Gonzalezcolon, Ana	10/5/16
Anesi, Susan	10/11/16	Gonzalez Villalobos, Maria	10/17/16
Avila, Rosa	10/20/16	Graham, Marie	10/20/16
Bailon, Nehemias	10/13/16	Grommet, Amie	10/11/16
Beltrandecarpio, Rosa	10/14/16	Guizargonzalez, Enya	10/13/16
Benitez Canales, Jessica	10/14/16	Gutierrezalvarez, Karla	10/13/16
Bennett, Jewell	10/19/16	Jones, Colin	10/5/16
Betts, William	10/4/16	Leng, Mei	10/21/16
Castaneda Moral, Gilberto	10/20/16	Lopez, Tania	10/10/16
Castillo Ramirez, Jorge	10/12/16	Lopezruvalcaba, Jose	10/5/16
Coats, Janice	10/5/16	Mc Dowell, Maria	10/19/16
Cramer, Teresa	10/23/16	Mize, Tena	10/11/16
Deliz, Brian	10/5/16	Nguyen, irwin	10/3/16
Elizalde Hernandez, Guadalupe	10/14/16	Nye, Maria	10/17/16
Fakouri, Cameron	10/5/16	Orellano, Jeffrey	10/19/16
Fann, Jennie	10/28/16	Orozco, Rosemary	10/5/16
Ford, Bonnie	10/10/16	Perez, Jacqueline	10/7/16
Garcia, Tania	10/10/16	Plummer, Diane	10/20/16
Garcia Salazar, Cleotilde	10/27/16	Preciado, Vanessa	10/17/16
Garciamunoz, Bertha	10/7/16	Ramirez, Maria	10/11/16

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RamirezRamos, Patricia	10/13/16	Taylor, Tashana	10/14/16
Rodriguez, Ashlie	10/20/16	Thode, Carla	10/21/16
Romerosantos, Mayte	10/13/16	To, Jason	10/24/16
Rosalesrodriguez, Irma	10/11/16	Valdez, Efrain	10/25/16
Ruiz, Daphne	10/3/16	Valenzuelajuarez, Christine	10/19/16
Rush, Debora	10/17/16	Vazquez, Lucia	10/10/16
Salas, Isabel	10/27/16	Veysoglu, Murat	10/31/16
Salvador, Roberto	10/13/16	Vill, Marc	10/7/16
SanJuanzMancilla, Esperanza	10/27/16	Waldschmidt, Grace	10/8/16

7. Extra Service Assignments, employment effective as noted:

Classified:

	<u>Salary</u>	<u>Term</u>	<u>Effective</u>
<u>Anaheim</u>			
Arellano Betancourt, Eddie Soccer, Boys, Asst./Lower Level	\$3,023	Season	11/7/16
Gomez, Vincent Basketball, Boys, Asst./Lower Level	\$3,350	Season	11/7/16
Orellana, Ruben Soccer, Girls, Asst./Lower Level	\$3,023	Season	11/7/16
Sanchez, Jorge Wrestling, Asst./Lower Level	\$3,350	Season	11/7/16
Santiago, Tiffani Natasha Accompanist	\$1,334.52	Year	10/3/16
<u>Cypress</u>			
Castillo, Joanne Basketball, Girls, Asst./Lower Level	\$3,350	Season	11/7/16
Clardy, Lucas Soccer, Boys, Asst./Lower Level	\$3,023	Season	11/7/16
Kim, Paul Basketball, Boys, Asst./Lower Level	\$3,350	Season	11/7/16
Lozano, Josh Basketball, Boys, Asst./Lower Level	\$3,350	Season	11/7/16
Mariscal, Jr., Ernesto Soccer, Boys, Asst./Lower Level	\$3,023	Season	11/7/16
Mitchell, Derek Basketball, Boys, Head Varsity	\$4,197	Season	11/7/16
Mitchell, Douglas Basketball, Girls, Asst./Lower Level	\$3,350	Season	11/7/16

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Mitchell, Douglas Golf, Head Varsity	\$3,023	Season	2/17/17
Orellana, Jeffrey Soccer, Boys, Asst./Lower Level	\$3,023	Season	11/7/16
Woiemberghe, Nicole Soccer, Girls, Head Varsity	\$3,350	Season	11/7/16
Wong, Thomas Basketball, Boys, Asst. Varsity	\$3,350	Season	11/7/16
<u>Katella</u> Araiza, Nicholas Basketball, Boys, Asst./Lower Level	\$3,350	Season	11/7/16
Brown, Tricia Song/Cheer	\$2,483	1 st Semester	8/10/16
Caires, Rodney Football, Asst. Frosh/Soph	\$1,511.50	Season	8/1/16
Deason, Geoconda Volleyball, Girls, Asst./Lower Level	\$2,557.46	Season	8/10/16
Hernandez, Ricardo Colorguard	\$2,721	1 st Semester	8/10/16
Herrera, Oscar Basketball, Boys, Asst./Lower Level	\$3,350	Season	11/7/16
Lopez, Angel Football, JV	\$3,350	Season	8/1/16
Mackay, Scott Football, Asst. Frosh/Soph	\$1,726.13	Season	9/16/16
Morrill, Katherine Dance	\$1,857.50	1 st Semester	8/8/16
Paddison, Richard Golf, Girls, Head Varsity	\$3,023	Season	8/8/16
Paskerian, Elizabeth Tennis, Girls, Asst./Lower Level	\$3,023	Season	8/1/16
Smith, Carly Cross Country, Asst./Lower Level	\$3,023	Season	8/10/16

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Vazquez, Jr., Orlando Water Polo, Asst./Lower Level	\$3,023	Season	11/7/16
<u>Kennedy</u>			
Agapinan, Jasmine Varsity Songleader	\$734.61	1 st Semester	10/11/16
Bixby, Billie Volleyball, Head Varsity	\$3,350	Season	8/1/16
Guerrero, Joseph Football, Frosh/Soph	\$1,500	Season	8/1/16
Kim, Mike Wrestling, Girls, Head Varsity	\$4,197	Season	11/7/16
Kirby, Patrick Football, Asst.	\$1,000	Season	8/1/16
Siatunuu, Lalotoa Football, Asst. Frosh/Soph	\$1,500	Season	8/1/16
<u>Lexington</u>			
Treece, April Tennis	\$621.50	2 nd Quarter	10/19/16
<u>Loara</u>			
Abuhadwan, Mohammad Basketball, Asst.	\$3,350	Season	11/7/16
Frutschy, Richard Asst. Band Director	\$1,589	1 st Semester	8/10/16
Jiron, Pedro Water Polo, Head Coach	\$3,715	Season	11/7/16
Jiron, Tera Water Polo, Asst.	\$3,023	Season	11/7/16
Kahl, Allyson Colorguard	\$2,721	1 st Semester	8/10/16
Rangel, Jonathan Wrestling, Asst./Lower Level	\$3,350	Season	11/7/16
Remigio, Gary Basketball, Boys, Asst./Lower Level	\$3,350	Season	11/7/16
Sauvageau, Eric Wrestling, Asst./Lower Level	\$3,350	Season	11/7/16

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Magnolia

Holloway, Jr., Ricky \$3,350 Season 11/7/16
Basketball, Lower Level

Luna, Gerasmio \$4,623 Season 11/7/16
Wrestling, Head Varsity

Oxford

Christensen, Clyde \$4,197 Season 2/7/17
Track, Girls, Head Varsity

Dimas, Rodrigo \$3,023 Season 11/7/16
Soccer, Asst.

Dominguez, Jessica \$3,350 Season 8/1/16
Volleyball, Head Varsity

Dominguez, Jessica \$3,350 Season 2/7/17
Volleyball, Head Varsity

Guerra, Miguel \$3,023 Season 11/7/16
Soccer, Asst.

Miranda, Blaise \$1,864.56 1st Quarter 9/1/16
Tennis, Boys

Moore, Eric \$4,197 Season 2/14/17
Softball, Head Varsity

Oleole, Justin \$\$3,023 Season 8/1/16
Volleyball, Asst.

Parsons, Bernie \$3,178 Year 8/10/16
Junior High Band Asst.

Parsons, Bernie \$3,178 Year 8/10/16
High School Band Asst.

Phan, John \$1,133.08 1st Semester 8/8/16
Debate

Saldana, Ronald \$3,023 Season 2/7/17
Tennis, Asst.

Saldana, Ronald \$3,023 Season 8/1/16
Tennis, Asst.

Williams, Casey \$3,350 Season 2/7/17
Baseball, Asst.

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Savanna

Arellano, Stephen \$3,023 Season 8/1/16
Tennis

Garcia, Iran \$3,023 Season 8/1/16
Volleyball, Asst./Lower Level

Garcia, Iran \$3,023 Season 11/7/16
Soccer, Asst./Lower Level

Konrad, John \$4,197 Season 11/7/16
Basketball, Boys, Head Varsity

Sosa, Kristin \$858.17 Season 9/9/16
Volleyball, Head JV & Varsity

South

Berry, Andrea \$\$2,003.04 Year 8/8/16
Yearbook

Sycamore

Galaviz, Lucero \$2,486 2nd Quarter 10/17/16
Soccer, Girls, 7th Grade

Western

Baustisa, Barrie \$2,808.37 Season 8/29/16
Football, Asst. Frosh/Soph

Brown, Tramaine \$3,350 Season 8/1/16
Football, JV

Burroughs, Timothy \$3,350 Season 8/1/16
Football, JV

Burroughs, Timothy \$4,197 Season 11/7/16
Wrestling, Boys, Head Varsity

Chavez, Josue \$3,023 Season 8/1/16
Football, Asst. Frosh/Soph

Garcia, Vanessa \$3,350 Season 11/7/16
Basketball, Girls, Asst./Lower Level

Hernandez, Jr., Richard \$4,197 Season 2/7/17
Softball, Head Varsity

Lagmay, Ambrosia \$3,350 Season 11/7/16
Basketball, Girls, Asst./Lower Level

Mikels, Lynsey \$2,721 1st Semester 8/10/16
Colorguard

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Mikels, Lynsey Colorguard	\$2,721	2 nd Semester	1/9/17
Sharp, David Cross Country, Asst./Lower Level	\$1,162.69	Season	9/14/16
Smith, Jacklyn Accompanist	\$822	1 st Semester	8/10/16
Smith, Jacklyn Accompanist	\$822	2 nd Semester	1/9/17
Takahama, Paul Tennis, Head Varsity	\$3,350	Season	2/7/17
Van Groothest, Tess Volleyball, Asst./Lower Level	\$3,023	Season	8/8/16
Wright, Sean Water Polo	\$3,023	Season	8/1/16
Wright, Sean Water Poio	\$3,023	Season	11/7/16
Young, Marc Asst. Band Director	\$1,350.65	1 st Semester	8/29/16
Young, Marc Asst. Band Director	\$1,589	2 nd Semester	1/9/17

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

	<u>Location:</u>	<u>Effective:</u>
Chang, Li Assistant Director, Food Services	Food Service Department	11/09/2016
Flores, Anthony AVID Tutor	Magnolia High School	05/18/2016
Haney, Victor Campus Safety Aide	Walker Junior High School	10/14/2016
Kile, Sherilyn Instructional Assistant – Special Abilities	Katella High School	11/18/2016
Manchanda, Sakshi Behavior Intervention Specialist	Special Youth Services	01/27/2017
Murphy, Kathleen Instructional Assistant - Specialized Academic Instruction	Sycamore Junior High School	10/17/2016
Parish, Kevin Food Service Manager I	Anaheim High School	12/30/2016
Perez, Mario Instructional Assistant – Behavioral Support	Cypress High School	10/10/2016
Recites, Leonika Food Service Assistant I	Food Service Elementary	10/19/2016
Sakamoto, Lori Bus Driver	Transportation Department	12/20/2016
Wong-Lu, Tammy Food Service Assistant I	District Food Center	12/15/2016

2. **Leaves of Absence:**

Nekaj, Andriana, for child care, without pay and without health benefits from 11/15/16 through the end of the working day on 5/25/17.

Valdez, Daniella, for educational purposes, without pay and without health benefits from 9/26/16 through the end of the working day on 12/9/16.

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3. **Employment , effective as noted:**

Permanent Employees:	<u>Range/Step:</u>	<u>Effective:</u>
Aguilar, Ana Instructional Assistant – Behavioral Support	51/01	10/11/2016
Duenas, Karla Instructional Assistant – Specialized Academic Instruction	43/01	10/27/2016
Estrada-Saavedra, Angelica Instructional Assistant – Specialized Academic Instruction	43/01	09/28/2016
Flores, Eric Custodian	48/01	10/10/2016
Gonzales, Aaron Campus Safety Aide	41/01	11/01/2016
Guzman, Sarai Food Service Assistant I	41/01	09/28/2016
Lopes, Erica Instructional Assistant – Specialized Academic Instruction	43/01	10/17/2016
Navarro, Monica Translator/Interpreter	53/01	11/01/2016
Padilla, Maria Food Service Assistant I	41/01	10/05/2016
Salcido, Phaedra Food Service Assistant I	41/01	09/27/2016
Sherman, Jacob Instructional Assistant – Behavioral Support	51/01	09/21/2016
Stoliker, Heather Secretary – Attendance	51/02	10/24/2016
Terrones, Heriberto Custodian	48/01	10/07/2016
Promotions:		
Hernandez, Ana Food Service Manager I	03/01	10/03/2016

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Ramirez, Armando Athletic Facilities Worker II (Male)	52/02	10/18/2016
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Substitute Employees:

Andrade – Saleh, Jazmin Substitute Instructional Assistant – Adult Transition	51/01	11/01/2016
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Andrade – Saleh, Jazmin Substitute Instructional Assistant – Behavioral Support	51/01	11/01/2016
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Andrade – Saleh, Jazmin Substitute Instructional Assistant – Special Abilities	51/01	11/01/2016
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Andrade – Saleh, Jazmin Substitute Instructional Assistant – Specialized Academic Instruction	43/01	11/01/2016
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Baker, Brandon AVID Tutor	\$14.53/Hr.	10/06/2016
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Fernandez, Douglas AVID Tutor	\$14.53/Hr.	10/03/2016
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Figueroa, Francisco AVID Tutor	\$14.53/Hr.	10/14/2016
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Franco, Jesse Substitute Instructional Assistant – Visually Impaired	51/01	10/07/2016
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Girgus, Olga Substitute Food Service Assistant I	41/01	10/05/2016
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Gonzalez, Amy AVID Tutor	\$14.53/Hr.	10/05/2016
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Gutierrez, Tina Substitute Instructional Assistant – Specialized Academic Instruction	43/01	10/11/2016
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Hirata, Miles Substitute Food Service Manager II	05/01	10/20/2016
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Mendez, Laura AVID Tutor	\$14.53/Hr.	10/20/2016
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Miramontes-Lugo, Jonathan Substitute Instructional Assistant – Adult Transition	51/01	10/31/2016
Miramontes-Lugo, Jonathan Substitute Instructional Assistant – Behavioral Support	51/01	10/31/2016
Miramontes-Lugo, Jonathan Substitute Instructional Assistant – Special Abilities	51/01	10/31/2016
Miramontes-Lugo, Jonathan Substitute Instructional Assistant – Specialized Academic Instruction	43/01	10/31/2016
Morales, Casandra AVID Tutor	\$14.53/Hr.	10/18/2016
Paniagua, Edgar Substitute Bus Driver	55/01	09/30/2016
Pounders, Sarah Substitute Campus Safety Aide	41/01	10/24/2016
Robles, Kaiss AVID Tutor	\$14.53/Hr.	09/22/2016
Sanchez, Nancy Substitute Credentials Technician	57/01	10/20/2016
Santiago-Martinez, Gabriela Substitute Food Service Assistant I	41/01	10/06/2016
Serrano, Victor Substitute Bus Driver	55/01	10/03/2016
Soria, Samuel ASB Extra Duty Specialist	\$10.00/Hr.	10/14/2016
Stanonik, Benjamin AVID Tutor	\$14.53/Hr.	10/03/2016
Vega, Eddie Substitute Instructional Assistant – Adult Transition	51/01	10/27/2016
Vega, Eddie Substitute Instructional Assistant – Behavioral Support	51/01	10/27/2016

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Vega, Eddie Substitute Instructional Assistant – Special Abilities	51/01	10/27/2016
Vega, Eddie Substitute Instructional Assistant – Specialized Academic Instruction	43/01	10/27/2016
Vennie, Linda Substitute Instructional Assistant – Behavioral Support	51/01	10/18/2016
Vennie, Linda Substitute Instructional Assistant – Specialized Academic Instruction	43/01	10/18/2016

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

Effective

Aldeen, Ryley	10/18/2016
Almaraz, Ibeth	10/19/2016
Angeles, Jose	10/18/2016
Baska, Peter	10/18/2016
Cangey, Cole	10/07/2016
Galicia, Daniel	10/26/2016
Garibay, Jesus	10/24/2016
Guillen, Yasmedi	10/13/2016
Gutierrez, Salvador	10/24/2016
Gutierrez, Serena	10/13/2016
Herrera, Eric	10/13/2016
James, Jaylynn	10/07/2016
Lara, Ernest	10/19/2016
Lopez, Ivan	10/07/2016
Maxted, Josef	10/13/2016
Melgoza, Olivia	10/18/2016
Orozco, Abinadab	10/12/2016
Ortiz, Lorenzo	10/24/2016
Pena, Anthony	10/07/2016
Rosales, Ryan	10/26/2016
Varela, Michael	10/26/2016
Vega, Isabella	10/18/2016
Velasco, Bryan	10/04/2016

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, October 13, 2016

UNADOPTED

1. **CALL TO ORDER–ROLL CALL**

Board President Randle-Trejo called the regular meeting of the Anaheim Union High School District Board of Trustees to order at 2:45 p.m.

Present: Annemarie Randle-Trejo, president; Anna L. Piercy, clerk; Katherine H. Smith, assistant clerk; Brian O’Neal and Al Jabbar, members; Michael B. Matsuda, superintendent; Jaron Fried, Ed.D., Brad Jackson, and Jennifer Root assistant superintendents; and Jeff Riel, District counsel.

2. **ADOPTION OF AGENDA**

Staff requested the following amendments to the agenda:

- Item 10.5, replace page to include amended agenda language
- Replace Exhibit E to include amended language
- Replace Exhibit L to include the principal’s signature
- Pull item 10.15.3 and Exhibit M
- Replace Exhibit O to include amended language
- Replace Exhibit KK to correct item descriptions
- Replace page 1 of Exhibit FFF to correct the number of students to 7 male and 9 female

On the motion of Trustee O’Neal, duly seconded and unanimously carried, following discussion, 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 2:49 p.m.

5. **RECONVENE MEETING, PLEDGE OF ALLEGIANCE, AND CLOSED SESSION REPORT OUT**

5.1 **Reconvene Meeting**

The Board of Trustees reconvened into open session at 6:02 p.m.

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

Student Representative to the Board of Trustees Ruthie Mendez led the Pledge of Allegiance to the Flag of the United States of America and provided a moment of silence.

5.3 **Closed Session Report**

Board Clerk Piercy reported the following actions taken during closed session.

- 5.3.1 No reportable action taken regarding public employee performance evaluation, superintendent.
- 5.3.2 No reportable action taken regarding anticipated litigation.
- 5.3.3 No reportable action taken regarding negotiations.
- 5.3.4 The Board of Trustees, by a vote of 5-0, approved the settlement agreement in OAH Case No. 2016061070.
- 5.3.5 The Board of Trustees took formal action, with a 5-0 vote, to appoint Enrique Romero to the position of principal, South Junior High School.
- 5.3.6 No reportable action taken regarding personnel.
- 5.3.7 No reportable action taken regarding anticipated litigation.
- 5.3.8 The Board of Trustees took formal action with a 5-0 vote, to dismiss employee HR-2016-17-04.
- 5.3.9 The Board of Trustees took formal action with a 5-0 vote, to suspend, without pay for 15 days, employee HR-2016-17-06.
- 5.3.10 The Board of Trustees took formal action with a 5-0 vote, to accept the settlement agreement for employee HR-2016-17-07.
- 5.3.11 The Board of Trustees took formal action to approve the expulsion of the following students.
 - 1. 15-67 under Education Code 48900(a)(1) and 48915(a)(1)
 - 2. 16-01 under Education Code 48900(c)

Enrique Romero, newly appointed South Junior High School principal, thanked the Board of Trustees for the opportunity to continue to serve South Junior High School. He also introduced his family.

6. **INTRODUCTION OF GUESTS**

The Board of Trustees recognized our community stakeholders for their interest in the Anaheim Union High School District and for attending our Board meeting. Thank you for your participation and contribution as we create an educational environment that graduates socially aware, civic-minded students who are college and career ready for the 21st century.

In addition, Board of Trustees President Randle-Trejo introduced Dean Elder, ASTA president; D.R. Heywood, Anaheim Elementary School District board member; Leonard Lahtinen, North Orange County Community College District board member; John Hanna, Rancho Santiago Community College District board member; Matthew Bidwell, AUHSD Teacher of the Year; Cheryl Ing, ASCPTA president; and Marco Rivas, ELAC president.

7. **REPORTS OF ASSOCIATIONS**

7.1 **Student Representative's Report**

Ruthie Mendez, student representative to the Board of Trustees, reported on student activities throughout the District.

7.2 **Reports of Associations**

Dean Elder, ASTA president, spoke in support of the community benefits agreement resolution.

7.3 **Parent Teacher Student Association (PTSA) Reports**

Cheryl Ing, ASCPTA president, spoke of PTA activities throughout the District. She also thanked the Board of Trustees for allowing ASCPTA to use facilities at Orangeview Junior High School for PTA training.

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

8.1 Larry Larsen, community member, addressed the lack of covered seating for students during lunch at Anaheim High School.

8.2 Valentina Purtell, North Orange County Community College District interim provost for the School of Continuing Education, acknowledged Jei Garlitos and Cynthia Vasquez-Petitt for their work in the Adult High School Diploma Program, as well as thanked the Board of Trustees for their continued support.

8.3 Marco Rivas, community member, spoke in support of the Proposition 58 resolution.

8.4 Michael Dennie, community member, expressed his support of the community benefits agreement resolution.

9. **PRESENTATIONS**

9.1 **Measure H Citizens' Oversight Committee Annual Report (July 2015-August 2016)**

Background Information:

As part of the responsibility of a school district in the passing of a local school construction bond, the Education Code, Chapter 1.5, Strict Accountability in Local School Construction Bonds Act of 2000, requires the appointment of a Citizens' Oversight Committee. The committee's duties include informing the public concerning the District's expenditure of the bond proceeds, reviewing the expenditure reports produced by the District and presenting an annual report with a focus on bond expenditure compliance to the Board of Trustees.

Current Consideration:

The Citizens' Oversight Committee met on various occasions since July 2015 and is ready to fulfill its duties to inform the public of the committees' proceedings and activities for the year. The annual report was presented to the Board of Trustees in public session and will be posted on the Blueprint for the Future website.

Budget Implication:

There is no impact to the budget.

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board officially received the Citizens' Oversight Committee's annual report.

9.2 **North Orange County Regional Consortium (NOCRC) Adult Education Block Grant**

Background Information:

The California Department of Education (CDE) Adult Education Block Grant (AEBG) focuses on the purpose described in AB86: "... to rethink and redesign an educational system that creates seamless transitions for students across adult schools and community colleges to accelerate academic and career success in order to earn a living wage."

Current Consideration:

NOCRC, of which the District is a partner, presented its vision, goals, and strategies for the region's adult community. Jesse Crete, NOCRC program director, executive committee members, and District work group members highlighted our partnership, as well as the strategies that will be implemented by the consortium during the 2016-17 year.

Budget Implication:

There is no impact to the budget.

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board officially received the information.

9.3 **Legal Counsel on the Advantages and Disadvantages of a Community Benefits Agreement**

Background Information:

At the August 11 Board meeting, there was a request from the Board of Trustees that staff research information regarding the advantages and disadvantages to the implementation of a Community Benefits Agreement for Anaheim Union High School District in connection with our Measure H funding.

Current Consideration:

Thomas Kovacich, an attorney with Atkinson, Andelson, Loya, Ruud, and Romo (AALRR), presented information regarding the advantages and disadvantages regarding the implementation of a Community Benefits Agreement.

Budget Implication:

There is no impact to the budget at this time.

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board officially received the information.

9.4 ***The Coalition for Fair Employment in Construction on the Community Benefits Agreement***

Background Information:

At the August 11 Board meeting, there was a request from the Board of Trustees that staff research information regarding the advantages and disadvantages to the implementation of a Community Benefits Agreement for Anaheim Union High School District in connection with our Measure H funding.

Current Consideration:

The Coalition for Fair Employment in Construction presented information regarding Community Benefits Agreements.

Budget Implication:

There is no impact to the budget at this time.

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board officially received the information.

9.5 ***The Los Angeles/Orange Counties Building and Construction Trades Council on the Community Benefits Agreement***

Background Information:

At the August 11 Board meeting, there was a request from the Board of Trustees that staff research information regarding the advantages and disadvantages to the implementation of a Community Benefits Agreement for Anaheim Union High School District in connection with our Measure H funding.

Current Consideration:

Ron Miller and Ernesto Medrano from the Los Angeles/Orange Counties Building and Construction Trades Council presented information regarding Community Benefits Agreements.

Budget Implication:

There is no impact to the budget at this time.

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board officially received the information.

10. **ITEMS OF BUSINESS**

RESOLUTIONS

Public Comments:

Adolfo Franco, community member, shared his support of the community benefits agreement resolution.

Patrick Leonard voiced his opposition of the community benefits agreement resolution.

Dave Everett communicated against the community benefits agreement resolution.

Nicolas Iniguez, community member, expressed his favor of the community benefits agreement resolution.

Doug Mangione stated his support of the community benefits agreement resolution.

Dave Radosevich, community member, described his participation in the Helmets to Hard Hats program, as well as his support of the community benefits agreement resolution.

Anthony Novello, community member, declared his support of the community benefits agreement resolution.

Judy Vega, urged the Board of Trustees to support the community benefits agreement resolution.

Katie Reynolds, community member, described her participation in an apprenticeship program, and thanked the Board of Trustees for considering the community benefits agreement resolution.

Lawrence Verne, community member, vocalized his support of unions and fair wage.

Leonard Lahtinen, community member, addressed the importance of school facilities and cited his support of the community benefits agreement resolution.

David Lawhorn, community member, requested that the Board of Trustees support the community benefits agreement resolution.

Terry Garcia, remarked on union and non-union apprenticeship programs, as well as encouraged the Board of Trustees to support the community benefits agreement resolution.

D.R. Heywood, community member, recommended that the Board of Trustees vote in favor of the community benefits agreement resolution.

John Hanna, stated his support of the community benefits agreement resolution.

10.1 **Resolution No. 2016/17-B-08, Approve Negotiation of a Community Benefits Agreement for Projects Funded by the Measure H General Obligation Bond**

Background Information:

In November 2014, local voters approved the Classroom Repair and School Safety Bond, a \$249 million Measure H school bond.

As stated in California Public Contract Code Section 2500(b)(1), a Community Benefits Agreement (CBA) is defined as a "...prehire collective bargaining agreement that establishes terms and conditions of employment for a specific construction project or projects." The California Public Contract Code provides that a public entity may require a contractor to enter into a project labor agreement for a construction project if specific provisions are included such as a requirement that the project labor agreement permit all qualified contractors and subcontractors to bid for and be awarded work on the project without regard to whether they are otherwise parties to collective bargaining agreements.

Current Consideration:

If the attached resolution is adopted by the Board, the superintendent or his designee will be authorized to negotiate the terms of a CBA. After negotiations, the CBA would be presented at a subsequent Board meeting for consideration. Since the CBA sets forth a contractor's obligations and impacts the terms of their employment on a particular project, the District or the District's construction manager should provide advance notice to potential bidders that each successful bidder must agree to be bound by a CBA.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Smith and duly seconded, following a lengthy discussion, the Board of Trustees, adopted Resolution No. 2016/17-B-08. The roll call vote follows.

Ayes: Trustees Jabbar, Smith, Piercy, and Randle-Trejo

No: Trustee O'Neal

10.2 **Resolution No. 2016/17-BOT-02, Supporting Proposition 51: The Kindergarten Through Community College Public Education Facilities Bond Act of 2016**

Background Information:

The California Constitution indicates that public education is a State responsibility and that public schools shall be safe, secure, and peaceful. Voters of the state of California have consistently approved statewide school construction and modernization bond measures to provide resources to school districts. During the 2013-14 year, the Anaheim Union High School District engaged all community stakeholders in an eight-month process of developing a long range facilities master plan that identified approximately \$1.3 billion in facility needs, which may be partially funded by State bond. In November 2014, the voters within the Anaheim Union High School District passed Measure H providing \$249 million in construction funding to address a portion of the identified needs.

Current Consideration:

State school construction and modernization bond funds are matched with funds provided by the local community. The state of California is out of school facility funds and cannot provide the State match for almost \$2 billion in projects already filed under current law. Proposition 51, the Kindergarten through Community College Public Education Facilities Bond Act of 2016, provides resources for renovation and upgrade of existing classrooms, construction of new classrooms to accommodate growth, and for career technical education facilities to provide job training to meet the trained workforce needs of California employers. The quality of 21st century school facilities designed for student needs of today and tomorrow enhance academic achievement, as well as further the State's academic and economic goals. The Kindergarten through Community College Public Education Facilities Bond Act of 2016 will provide State matching funds.

Budget Implication:

Should Proposition 51 pass, the District will be eligible for State matching funds to address our extensive facility needs.

Action:

On the motion of Trustee Jabbar and duly seconded, the Board of Trustees adopted Resolution No. 2016/17-BOT-02. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Smith, Piercy, and Randle-Trejo

10.3 **Resolution No. 2016/17-BOT-01, Supporting Proposition 55: The California Children's Education and Health Care Protection Act of 2016**

Background Information:

The Anaheim Union High School District Board of Trustees is committed to making policy and financial decisions that enable the District to provide quality educational programs and services to the children of our community. During the recent recession, the state cut more than \$56 billion from education, healthcare, and other critical services; and public schools statewide experienced unprecedented funding reductions and apportionment deferrals. In 2012, the passage of Proposition 30 helped increase state revenues, providing a significant boost to California's K-12 school spending and sending funds directly to school districts through the Education Protection Account.

Current Consideration:

The revenues from Proposition 30 will decline after 2016 and will disappear completely after 2018, the last year its provisions will be in effect. Proposition 55, the California Children's Education and Health Care Protection Act of 2016, would extend the Proposition 30 temporary income tax rates for an additional 12 years, to continue funding the Education Protection Account and boost spending on health care for low income families. Unless Californians extend the Proposition 30 temporary tax increases, the state's schools most likely will receive relatively fewer dollars in the years ahead, raising the prospect that California's school spending will fall even further behind the nation.

The Anaheim Union High School District has invested in innovative programs and partnerships that develop in students the skills necessary to be well rounded, ready for college and career, as well as thrive in the 21st century environment. It is imperative to continue these innovative programs that depend on current funding levels.

Budge Implication:

Should Proposition 55 not pass, there will be an impact to the budget.

Action:

On the motion of Trustee Jabbar and duly seconded, the Board of Trustees adopted Resolution No. 2016/17-BOT-01. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Smith, Piercy, and Randle-Trejo

10.4 **Resolution No. 2016/17-BOT-03, Supporting Proposition 58: Language Education, Acquisition and Readiness Now Initiative**

Background Information:

The Anaheim Union High School District Board of Trustees is focused on providing students with the highest quality education. Ensuring that students are college a career ready for the 21st century includes providing opportunities for participation in multilingual programs. Effective language acquisition programs allow all students to become English proficient, as well as encourage all students, including English speaking students, to learn a second language.

Current Consideration:

Proposition 58, Language Education, Acquisition and Readiness Now Initiative, allows school districts to choose the most effective language instruction methods to help students learn.

The Local Control and Accountability Plan (LCAP) will be the vehicle for the inclusion and implementation of language acquisition programs.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Smith and duly seconded, the Board of Trustees adopted Resolution No. 2016/17-BOT-03. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Smith, Piercy, and Randle-Trejo

10.5 **Resolution No. 2016/17-BOT-04, Against Hate and Anti-Religious Bigotry**

Background Information:

The United States was founded by immigrants, many fleeing religious persecution, who enshrined freedom of religion as one of our nation's fundamental legal and ethical principles. There are more than 220 million Christians, 6 million Jews, 3 million Muslims, 2 million Buddhists, and 2 million Hindus living in the United States today, and a representation of these religions are living in the Anaheim Union High School District making invaluable contributions to our economy, our social and political life, and our culture. Hateful rhetoric against those of all religious faiths, those perceived as religious, immigrants, and people of color is especially harmful to children, as it has a negative impact on their psychological well-being, the health of their peer relationships, and their ability to thrive in school.

Current Consideration:

The Anaheim Union High School District Board of Trustees is committed to providing a safe school environment that ensures both the physical and emotional safety for all students and staff. It is the responsibility of schools to educate students about the social, cultural, and ethnic diversity of the United States, to promote awareness of a wide range of religious and cultural traditions, as well as teach students to think critically about their own biases. Leaders of the Anaheim Union High School District have a responsibility to ensure that all of our students are supported in their academic and personal development. The Anaheim Union High School District condemns all hateful speech and violent action directed toward persons of all faiths, immigrants, and people of color, as well as commits to fostering a school environment that promotes respect for and curiosity about all religions and cultures, affirms the equal humanity of all members of the community, and rejects all forms of bullying and discrimination.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Jabbar and duly seconded, the Board of Trustees adopted Resolution No. 2016/17-BOT-04. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Smith, Piercy, and Randle-Trejo

BUSINESS SERVICES

10.6 **Second Term Appointment of Citizens' Oversight Committee Members**

Background Information:

As part of the responsibility of a school district in the passing of a local school construction bond, the Education Code, Chapter 1.5, Strict Accountability in Local School Construction Bonds Act of 2000, requires the appointment of a Citizens' Oversight Committee (COC). The committee's duties include informing the public concerning the District's expenditure of the bond proceeds, reviewing the expenditure reports produced by the District and presenting an annual report with a focus on bond expenditure compliance to the Board of Trustees.

In 2014, the Board of Trustees approved the appointment of the three initial committee members, whose goal was to determine if the proposed spending plan for the proposed bond measure was viable and reasonable. In 2015, the Board of Trustees approved an additional seven members.

Current Consideration:

In accordance with the COC's governing bylaws, COC members serve two-year terms for a total of no more than two consecutive terms. The initial COC members who were appointed in 2014 have served their first term and must be reappointed by the Board of Trustees for an additional two-year term.

The Citizens' Oversight Committee members to be reappointed are:

- Mr. Larry Larsen
- Ms. Patricia Rich
- Mr. Alan Walker

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee O'Neal, duly seconded and unanimously carried, following a lengthy discussion, the Board of Trustees reappointed the three Citizens' Oversight Committee members for a second two-year term.

10.7 **Proposal, Third Party Plan Check Services**

Background Information:

The District requested proposals to provide third party plan check services for the Central Kitchen project. Firms were solicited that were capable of providing this type of professional service. Three qualified responses were received by the District, and staff evaluated and selected the top firm.

Current Consideration:

The District desires to hire West Coast Code Consultants, Inc. (WC³) to conduct all work required to provide third party plan check services for the Central Kitchen project. The Central Kitchen project is not required to be reviewed by DSA (a non-student facility). The District has elected to self-permit and inspect via a third party plan review firm. The plan check review services will encompass review of architectural, ADA accessibility requirements, structural, mechanical, plumbing, electrical, fire sprinkler, and green building

requirements for compliance with State codes. It is believed that this firm will offer the best service and value to the District.

Budget Implication:

The total cost is not to exceed \$22,812.50. (Facilities Funds as appropriate)

Action:

On the motion of Trustee Piercy, duly seconded and unanimously carried, the Board of Trustees approved the proposal.

10.8 **Agreements for Boundary and Topographic Site Survey Services**

Background Information:

The District issued RFP 2016-11 Boundary and Topographic Site Survey Services seeking qualified firms to provide the requested services. Firms were solicited that were capable of providing professional services that will be needed for the upcoming Measure H bond projects and other work associated with the Maintenance and Facilities departments. Seventeen qualified responses were received by the District whereas staff evaluated and selected the top firms.

Current Consideration:

The District desires to enter into an agreement with the following firms to conduct all work required to ascertain boundaries and provide survey services. In accordance with industry standard, Article IV of the District's architectural/engineering services agreement holds the District responsible for providing these services for architects' use. It is believed that these firms will offer the best service and value to the District. This will create a pool of firms from which the District will request proposals and authorize work on a project by project basis as projects are identified over the next five years.

Boundary and Topographic Site Survey Services

- DMc Engineering
- NB Consulting Engineers, Inc.
- Johnson-Frank & Associates, Inc.

Budget Implication:

The master agreement for each consultant will be based on their service fee schedules with a not to exceed amount of \$150,000 per firm. (Measure H Funds, Maintenance Funds, Facilities Funds, and/or other funds as appropriate)

Action:

On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees approved the agreements.

10.9 **Award Request For Proposal (RFP) 2017-01 Content Filter District-wide**

Background Information:

On March 10, 2016, the Board of Trustees approved the District's use of a competitive request for proposal pursuant to Public Contract Code (PCC) 20118.2 for a content filter system to be used District-wide, and made the requisite finding that procurement of the content filter system qualified under PCC 20118.2 (b). We are required to filter our Internet content through the Children's Internet Protection Act (CIPA) and the E-Rate program.

Current Consideration:

Approximately 30 RFP's were sent out, and four submittals were received. The District convened a committee of three network analysts who participated in a comprehensive evaluation of content filter systems to determine the best fit for the District. The evaluation was based on a point value by category. Categories evaluated included technical proposal, service, maintenance and training, system performance, reporting engine, management interface, integration, implementation plan, price, as well as future flexibility and scalability. The District hereby makes a finding that Sehi Computer Products, Inc., had the highest point total overall utilizing the evaluation criteria described herein and in the RFP and is being recommended for award.

Budget Implication:

The total cost is not to exceed \$220,000, which includes licensing, hardware, installation, and five years of software maintenance. (General Funds)

Action:

On the motion of Trustee Piercy, duly seconded and unanimously carried, the Board of Trustees awarded RFP 2017-01 to Sehi Computer Products, Inc.

10.10 **Memorandum and Second Amendment to License Agreement, Trident Education Center Wireless Communications Facility**

Background Information:

In 2004, the District and Sprint PCS Assets, L.L.C. (Licensee) entered into a license agreement to erect, install, maintain and operate a wireless communication facility (Facility) at the Trident Education Center. The Licensee makes monthly license use fees to the District, which are increased on an annual basis. The license agreement allowed for an initial five-year term with three automatic five-year term renewals. The license agreement expires April 26, 2024. The Facility has been in operation for 12 years.

Current Consideration:

SBA STEEL LLC (Successor Licensee to PCS Assets, L.L.C.) and the District desire to amend and supplement the license agreement to include four additional five-year successive terms from April 27, 2024, through April 26, 2044.

Budget Implication:

Annual increases to the monthly license use fee will remain at the rate of three percent until the expiration of the last renewal term.

Action:

On the motion of Trustee Piercy, duly seconded and unanimously carried, following a lengthy discussion, the Board of Trustees approved the Memorandum and Second Amendment to License agreement.

10.11 **Public Hearing Regarding the Proposed Mitigated Negative Declaration, and Mitigation Reporting and Monitoring Plan for the Relocation and Construction of the District's Central Kitchen Facility**

Background Information:

The Central Kitchen project consists of the relocation of the District's existing Central Kitchen, currently located at the District Office, to 2735 West Ball Road, on the southeastern portion of the Dale Junior High School campus, on land currently used as a school athletic field. The current Central Kitchen facility will be converted into a District conference center,

per the Facilities Master Plan, so that only internal changes will be necessary. The new Central Kitchen facility is to be constructed at the new location.

The new Central Kitchen will consist of a 40,000 square foot, two story facility, with parking areas and a loading dock, and will have four primary components: 1) dry storage, 2) cold storage, 3) a production kitchen, and 4) offices and support facilities (e.g., small storage areas, restrooms, and a meeting room). When finished, the new facility will have the capability to produce up to 50,000 meals daily without further expansion, in contrast to the existing facility, which was designed to provide 7,000 meals per day, yet is currently serving over 30,000 meals on a daily basis.

Current Consideration:

The District is required, pursuant to the California Environmental Quality Act (CEQA), to evaluate each potential public works project to determine whether that project might have a significant effect on the environment. In many cases, a mitigated negative declaration is the appropriate document to prepare in order to fulfill this CEQA requirement. A mitigated negative declaration requires the inclusion of identified mitigation measures that will become conditions of project approval, to ensure that the proposed project will not have a significant effect on the environment.

The District has prepared an Initial Study in order to evaluate the environmental impacts of the Central Kitchen project. The Initial Study concluded that, with the inclusion of identified mitigation measures as conditions of project approval, the Central Kitchen project will not have a significant effect on the environment. As such, the Central Kitchen project requires a mitigated negative declaration, and a mitigation reporting and monitoring plan. The Central Kitchen's proposed mitigated negative declaration, which includes the Initial Study and the mitigation reporting and monitoring plan as attachments, have been the subject of public notice, as required under CEQA.

As part of the District's efforts to comply with CEQA requirements, the District will hold a public hearing to allow for comments on the environmental review prior to the Board of Trustees' approval of the Mitigated Negative Declaration, and Mitigation Reporting and Monitoring Plan for the District's new Central Kitchen facility.

Budget Implication:

There is no impact to the budget.

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, Board President Randle-Trejo formally opened a public hearing to provide the public with an opportunity to speak on the proposed Mitigated Negative Declaration, and Mitigation Reporting and Monitoring Plan for the relocation and construction of the District's Central Kitchen facility at 8:59 p.m.

There were no requests to speak.

Board President Randle-Trejo closed the public hearing at 8:59 p.m.

10.12 **Resolution No. 2016/17-F-03, Approving a Mitigated Negative Declaration and Mitigation Reporting and Monitoring Plan for the Relocation and Construction of the District's Central Kitchen Facility**

Background Information:

The Central Kitchen project consists of the relocation of the District's existing Central Kitchen, currently located at the District Office, to 2735 West Ball Road, on the southeastern portion of the Dale Junior High School campus, on land currently used as a school athletic field. The current Central Kitchen facility will be converted into a District conference center, per the Facilities Master Plan, so that only internal changes will be necessary. The new Central Kitchen facility is to be constructed at the new location.

The new Central Kitchen will consist of a 40,000 square foot, two story facility, with parking areas and a loading dock, and will have four primary components: 1) dry storage, 2) cold storage, 3) a production kitchen, and 4) offices and support facilities (e.g., small storage areas, restrooms, and a meeting room). When finished, the new facility will have the capability to produce up to 50,000 meals daily without further expansion, in contrast to the existing facility, which was designed to provide 7,000 meals per day, yet is currently serving over 30,000 meals on a daily basis.

Current Consideration:

The District is required, pursuant to the California Environmental Quality Act (CEQA), to evaluate each potential public works project to determine whether that project might have a significant effect on the environment. In many cases, a mitigated negative declaration is the appropriate document to prepare in order to fulfill this CEQA requirement. A mitigated negative declaration requires the inclusion of identified mitigation measures that will become conditions of project approval, to ensure that the proposed project will not have a significant effect on the environment.

The District has evaluated the Central Kitchen project and has determined that, with the inclusion of identified mitigation measures as conditions of project approval, the project will not have a significant effect on the environment. As such, the project requires a mitigated negative declaration, as well as mitigation reporting and monitoring plan.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Piercy and duly seconded, following a lengthy discussion, the Board of Trustees approved Resolution No. 2016/17-F-03, adopting the Mitigated Negative Declaration and Monitoring Plan for the relocation and construction of the District's Central Kitchen facility. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Smith, Piercy, and Randle-Trejo

EDUCATIONAL SERVICES

10.13 **Agreement, Immediate Post-Concussion Assessment and Cognitive Testing (ImPACT)**

Background Information:

ImPACT is the most scientifically validated computerized neurocognitive test used by more than 7,400 high schools and 1,000 colleges and universities to help evaluate, as well as manage suspected concussions. Since 2006, over 7.5 million individuals have taken the

ImpACT test. The test tracks a students' symptoms and measures multiple aspects of cognitive functioning, including attention span, working memory, sustained and selective attention time, non-verbal problem solving, and reaction time.

Current Consideration:

ImpACT was previously used by Sports Concussion Institute, who conducted the District's baseline testing program. We have since hired seven new athletic trainers who are qualified to conduct the ImpACT assessment directly. Through the use of ImpACT, athletic trainers will be able to effectively monitor students' post-concussion symptoms.

Budget Implication:

The total cost is not to exceed \$13,250. (General Funds)

Action:

On the motion of Trustee O'Neal, duly seconded and unanimously carried, following discussion, the Board of Trustees approved the agreement.

10.14 **Agreement, Department of Rehabilitation (DOR)**

Background Information:

DOR has recently received funding for high school and adult transition students receiving special education services to provide work experience opportunities. Under the Workforce Innovation and Opportunity Act (WIOA), DOR has been tasked with serving the underserved population of transitional aged youth with pre-employment transition services through the work experience "We Can Work" agreement.

Current Consideration:

The goal of the "We Can Work" agreement is to improve employability for District students who have disabilities. The DOR funds are intended to create a case service agreement with the District that would allow for extended work experience and training opportunities for students with disabilities. The funds will be used to help support the salaries of the District's vocational education transition counselors and job developers. Student wages for 50 identified students will also be funded through this agreement, including Federal Insurance Contribution Act (FICA) and workers compensation costs. Services will be provided October 14, 2016, through June 30, 2017.

Budget Implementation:

There is no impact to the budget.

Action:

On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees approved the agreement.

10.15 **School-Sponsored Student Organizations**

Background Information:

The Board of Trustees shall give approval for the establishment of all student organizations. The proposed organizations shall not engage in any activities, other than those that are organizational in nature, until the Board of Trustees has approved its application.

Current Consideration:

The following schools submitted school-sponsored student organization applications:

- 10.15.1 CROWN (Civically Raising Opportunities for Women Now), Anaheim High School
- 10.15.2 Dual Language Academy Club, Anaheim High School
- 10.15.3 This item was pulled prior to the adoption of the agenda.
- 10.15.4 Compassion, Katella High School
- 10.15.5 Black Student Union, Kennedy High School
- 10.15.6 Glam Club, Loara High School
- 10.15.7 Loara United Nations International Children's Emergency Fund (UNICEF) Club, Loara High School
- 10.15.8 Music Appreciation Club, Loara High School
- 10.15.9 Latin Dance Club, Magnolia High School
- 10.15.10 Big Brothers, Big Sisters of Oxford Academy, Oxford Academy
- 10.15.11 Chess Club, Oxford Academy
- 10.15.12 Lotus, Oxford Academy
- 10.15.13 National Junior Honor Society, Oxford Academy
- 10.15.14 Oxford History Team, Oxford Academy

Budget Implication:

Each school-sponsored student organization offsets operational costs through donations and fundraising efforts.

Action:

On the motion of Trustee O'Neal, duly seconded and unanimously carried, following a lengthy discussion, the Board of Trustees approved the applications as amended prior to the adoption of the agenda.

HUMAN RESOURCES

10.16 **2013-14 Classified Employee Salary Schedules**

Background Information:

The California Public Employees' Retirement System (CalPERS) requires the Board of Trustees to formally adopt classified salary schedules. Even though the Board previously approved all employee salary increases for the 2013-14 year following union negotiations and formal discussions with non-represented units, salary schedules specifying each step were not available until following Board approval.

Current Consideration:

The Board of Trustees was requested to adopt the salary schedules for employees in the following classifications and bargaining units: classified management, classified confidential, California School Employees Association (CSEA), and American Federation of State, County and Municipal Employees (AFSCME).

Budget Implication:

There is no impact to the budget. The salaries reflected on the schedules were previously Board approved as part of the bargaining process.

Action:

On the motion of Trustee Jabbar, duly seconded and unanimously carried, following discussion, the Board of Trustees adopted the salary schedules for classified management, classified confidential employees, CSEA, and AFSCME.

10.17 **2014-15 Classified Employee Salary Schedules**

Background Information:

The California Public Employees' Retirement System (CalPERS) requires the Board of Trustees to formally adopt classified salary schedules. Even though the Board previously approved all employee salary increases for the 2014-15 year following union negotiations and formal discussions with non-represented units, salary schedules specifying each step were not available until following Board approval.

Current Consideration:

The Board of Trustees was requested to adopt the salary schedules for employees in the following classifications and bargaining units: classified management, classified confidential, California School Employees Association (CSEA), and American Federation of State, County and Municipal Employees (AFSCME).

Budget Implication:

There is no impact to the budget. The salaries reflected on the schedules were previously Board approved as part of the bargaining process.

Action:

On the motion of Trustee Piercy, duly seconded and unanimously carried, the Board of Trustees adopted the salary schedules for classified management, classified confidential employees, CSEA, and AFSCME.

10.18 **Initial Contract Proposal, AUHSD to Anaheim Secondary Teachers Association (ASTA)**

Background Information:

In accordance with Board Policy 6500.01, the District's initial contract proposal to ASTA must be presented in writing to the Board of Trustees.

Current Consideration:

Before the negotiation process begins, proposals are presented to the public via a Board of Trustees meeting. The District's initial contract proposal to ASTA for the 2016-17 year is presented to the Board of Trustees.

Budget Implication:

There is no impact to the budget.

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board officially received the proposal in order to proceed to the public hearing.

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

Background Information:

The Board of Trustees is required to hold a public hearing to hear comments related to the District's initial contract proposal to ASTA.

Current Consideration:

The Board must hold a public hearing of the District's initial contract proposal to ASTA for the 2016-17 year. This is the public's opportunity to provide feedback and voice their support or any concerns associated with the proposal.

Budget Implication:

There is no impact to the budget.

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, Board President Randle-Trejo formally opened a public hearing to provide the public an opportunity to speak on the proposal at 9:12 p.m.

There were no requests to speak.

Board President Randle-Trejo closed the public hearing at 9:12 p.m.

10.20 **Initial Contract Proposal, Anaheim Secondary Teachers Association (ASTA) to AUHSD**

Background Information:

In accordance with Board Policy 6500.01, the Anaheim Secondary Teachers Association's (ASTA) initial contract proposal to the District must be presented in writing to the Board of Trustees.

Current Consideration:

Before the negotiation process begins, proposals are presented to the public via a Board of Trustees meeting. The ASTA initial contract proposal to the District for the 2016-17 year was presented to the Board of Trustees.

Budget Implication:

There is no impact to the budget.

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board officially received the proposal in order to proceed to the public hearing.

10.21 **Public Hearing, Initial Contract Proposal, Anaheim Secondary Teachers Association (ASTA) to AUHSD**

Background Information:

The Board of Trustees is required to hold a public hearing to hear comments related to the Anaheim Secondary Teachers Association's (ASTA) initial contract proposal to the District for the 2016-17 year.

Current Consideration:

The Board must hold a public hearing of ASTA's initial contract proposal to the District for the 2016-17 year. This is the public's opportunity to provide feedback and voice their support or any concerns associated with the proposal.

Budget Implication:

There is no impact to the budget.

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, Board President Randle-Trejo formally opened a public hearing to provide the public an opportunity to speak on the proposal at 9:13 p.m.

There were no requests to speak.

Board President Randle-Trejo closed the public hearing at 9:13 p.m.

11. **CONSENT CALENDAR**

On the motion of Trustee Piercy, duly seconded and unanimously carried, following discussion, the Board of Trustees approved all consent calendar items, with the exception of items 11.2 and 11.3 pulled by Trustee Randle-Trejo, 11.5 pulled by Trustee Jabbar, as well as 11.7 and 11.8 pulled by Trustee O’Neal.

BUSINESS SERVICES

11.1 **Award of Bids**

The Board of Trustees was requested to award the bids.

<u>Bid #</u>	<u>Service</u>	<u>Award</u>	<u>Amount</u>
2017-02	Exterior Painting Walker Junior High School (Maintenance Funds)	Case & Sons Construction	\$167,300
2017-03	New HVAC in 2 Classrooms Western High School and Walker Junior High School (Maintenance Funds)	AireMasters Air Conditioning	\$266,662

Action:

The Board of Trustees awarded the bids as listed.

On the motion of Trustee O’Neal, duly seconded and unanimously carried, following discussion, the Board of Trustees approved/ratified items 11.2 and 11.3.

11.2 **Ratification of Change Orders**

The Board of Trustees was requested to ratify the change orders as listed.

11.2.1	Bid #2016-03, Kennedy High School P.O. #J64A0234 Roofing Project (Maintenance Funds) Chapman Coast Roof Company, Inc. Original Contract Change Order #1 New Contract Value		\$1,510,989 \$(287,860) \$1,223,129
11.2.2	Bid #2016-24, District-wide P.O. #K64A0045 Classroom Repairs Group 2 (Maintenance Funds) A.J. Fistes Corporation Original Contract Change Order #1 New Contract Value		\$395,850 \$(88,136) \$307,714

Action:

The Board of Trustees ratified the change orders as listed.

11.3 **Notices of Completion**

The Board of Trustees was requested to approve the notices of completion as listed.

11.3.1	Bid #2016-03, Kennedy High School P.O. #J64A0234 Roofing Project (Maintenance Funds) Chapman Coast Roof Company, Inc.	
	Original Contract	\$1,510,989
	Contract Changes	\$(287,860)
	Total Amount Paid	\$1,223,129
11.3.2	Bid #2016-24, District-wide P.O. #K64A0045 Classroom Repairs Group 2 (Maintenance Funds) A.J. Fistes Corporation	
	Original Contract	\$395,850
	Contract Changes	\$(88,136)
	Total Amount Paid	\$307,714

Action:

The Board of Trustees authorized the assistant superintendent of Business Services to accept all listed work as complete, and authorized the filing of the notices of completion with the office of the county recorder.

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

Action:

The Board of Trustees approved the list, as amended prior to the adoption of the agenda, of District furniture and equipment as unusable, obsolete, and/or out-of-date, and ready for sale or destruction, as well as authorized proper disposal in accordance with Education Code Section 60510 et al.

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

Action:

On the motion of Trustee O'Neal, duly seconded and unanimously carried, following discussion, 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, as well as authorized staff to dispose of the textbooks and instructional materials in accordance with Education Code Section 60510 et al.

11.6 **Donations**

Action:

The Board of Trustees accepted the donations as submitted.

On the motion of Trustee O'Neal and duly seconded, following discussion, the Board of Trustees ratified items 11.7 and 11.8 with the following vote.

Ayes: Trustees Jabbar, Smith, Piercy, and Randle-Trejo
Abstain: Trustee O'Neal

11.7 **Purchase Order Detail Report**

Action:

The Board of Trustees ratified the report August 30, 2016, through October 3, 2016.

11.8 **Check Register/Warrants Report**

Action:

The Board of Trustees ratified the report August 30, 2016, through October 3, 2016.

11.9 **SUPPLEMENTAL INFORMATION**

11.9.1 ASB Fund, August 2016

11.9.2 Cafeteria Fund, July 2016

11.9.3 Enrollment, Month 1

EDUCATIONAL SERVICES

11.10 **Memorandum of Understanding (MOU), North Orange County Community College District (NOCCCD), Reimbursement for Childcare**

Background Information:

Since 2013-14, the District has been a member of the North Orange County Regional Consortium (NOCRC). The purpose of the consortium was to evaluate existing adult education programs, identify needs, and develop plans to address those needs. Within the consortium, five work groups were created to develop strategies for implementation to improve educational outcomes for adult learners. One of the approved strategies, submitted by the English as a Second Language (ESL) work group, is to reimburse participating school districts for the cost of childcare for adult ESL classes.

Current Consideration:

Currently, adult ESL classes and childcare are offered at Ball and South junior high schools with varying degrees of childcare. Other schools are eligible to apply for reimbursement of childcare costs if ESL classes are formed and funds are available. The MOU is needed to facilitate the reimbursement of childcare services. Services are being provided September 8, 2016, through June 30, 2017.

Budget Implication:

There is no impact to the budget.

Action:

The Board of Trustees ratified the MOU.

11.11 **Agreement, California Association for Bilingual Education (CABE) Professional Development Services (PDS)**

Background Information:

CABE is a pioneering professional association with 40 years of experience with educational programs for second language learners. CABE's Professional Development Services (PDS) is recognized for its expertise in assisting districts in implementing dual language and other innovative language-learning programs. With the increased interest and anticipated enrollment from feeder dual-language programs in Anaheim Elementary and Magnolia school districts, the District formed a Dual Language Academy Advisory Council to address the needs that accompany expansion and growth of the District's Dual Language Academy.

Current Consideration:

CABE's PDS will provide technical assistance to support the District with developing new programs and growing existing programs, as well as help strengthen the vertical alignment of the dual-language programs between the District and the feeder elementary school districts. Services will be provided October 14, 2016, through June 30, 2017.

Budget Implication:

The total cost is not to exceed \$10,000. (Title III Funds)

Action:

The Board of Trustees approved the agreement.

11.12 **Agreement, Orange County Department of Education (OCDE)**

Background Information:

Each California public school, grades K-12, with 21 or more English learners, must form an English Learner Advisory Committee (ELAC), or subcommittee of an existing school-level advisory committee. The main function of the ELAC is to advise the principal and school site staff on programs and services for English learners, as well as the School Site Council (SSC) on the development of the Single Plan for Student Achievement (SPSA). Each district shall provide for all ELAC members appropriate training and materials to assist each member to carry out his or her legally required advisory responsibilities. OCDE offers training on how to effectively form and conduct ELAC meetings. Last year, OCDE provided training to the District's English Learner Advisory Committee (DELAC) and to each school site's ELAC designee.

Current Consideration:

OCDE provided the annual training to the DELAC board and to each school site's ELAC designees and members. Services were provided on September 27, 2016.

Budget Implication:

The total cost is not to exceed \$600. (LCFF Funds)

Action:

The Board of Trustees ratified the agreement.

11.13 **Revised Grant Agreement, Orange County United Way (OCUW)**

Background Information:

OCUW has continued to provide funding for the Anaheim Collaborative for Higher Education. The Anaheim Collaborative is a partnership with schools, school districts, the city of

Anaheim, local colleges and universities (including UCI, CSUF, Fullerton College, and Cypress College), as well as community-based partners. The Anaheim Collaborative aims to create a seamless intersegmental pipeline to help students progress on to higher education, as well as be college and career ready.

Current Consideration:

The revised grant agreement replaces the memorandum of understanding approved by the Board on January 21, 2016. The revised agreement includes a change in the start and end date for the grant with specific grant payments from OCUW made quarterly. The OCUW is aligning all grant partners with their new e-Community Impact grant database. All other aspects of the prior MOU remain intact. The new service dates are September 1, 2016, through August 31, 2017. The previously approved dates were July 1, 2016, through June 30, 2017.

Budget Implication:

The District will receive a total grant amount not to exceed \$25,000, which will be spent in support of the Anaheim Collaborative for Higher Education.

Action:

The Board of Trustees ratified the revised grant agreement.

11.14 **Educational Consulting Agreement, Wheels of Freestyle, Inc.**

Background Information:

The District became the lead fiscal agency for a Tobacco Use Prevention Education (TUPE) consortium grant, in the amount of \$1,850,094 for a three-year term from 2014-17. The District and the Anaheim Elementary School District (AESD) are consortium partners. The grant is targeted for grades 6-12 and mandates that curriculum, specific to the appropriate grade levels, is taught at participating schools, including 24 AESD elementary school sites and all District comprehensive school sites, as well as Gilbert and Polaris high schools. In addition, youth development activities related to tobacco and e-cigarette cessation and prevention are expected by each participating school, as well as ongoing prevention education for staff, students, and parents. Action-oriented student assemblies will enhance the TUPE curriculum and provide students with real world experiences, as well as information related to overall goals of the TUPE program.

Current Consideration:

Wheels of Freestyle, Inc., an experienced and highly regarded TUPE consultant, will provide presentations at one school site, Oxford Academy. The program is anti-tobacco themed with professional Bicycle Motocross (BMX) riders. The program focuses on encouraging students to find something they love to do and concentrate on the personal fulfillment they can gain, instead of choosing to engage in negative behaviors such as tobacco, alcohol, and drug use. The BMX extreme sports athletes use an X Games-like show with exhilarating tricks to keep attention and emphasize what you can do if you stay tobacco-free, while instilling self-confidence and positive values. Services will be provided on October 19, 2016.

Budget Implication:

The total cost is not to exceed \$999. (TUPE Funds)

Action:

The Board of Trustees approved the educational consulting agreement.

11.15 **Educational Consulting Agreement, Hissho, Inc.**

Background Information:

The District became the lead fiscal agency for a Tobacco Use Prevention Education (TUPE) consortium grant, in the amount of \$1,850,094 for a three-year term from 2014-17. The District and the Anaheim Elementary School District (AESD) are consortium partners. The grant is targeted for grades 6-12 and mandates that curriculum, specific to the appropriate grade levels, is taught at participating schools, including 24 AESD elementary school sites and all District comprehensive school sites, as well as Gilbert and Polaris high schools. In addition, youth development activities related to tobacco and e-cigarette cessation and prevention are expected by each participating school, as well as ongoing prevention education for staff, students, and parents. Student assemblies will enhance the TUPE curriculum and provide students with real world experiences, as well as information related to overall goals of the TUPE program.

Current Consideration:

Dr. Victor DeNoble is an experienced and highly regarded TUPE consultant. He will provide a presentation to students at Cypress High School. The program will focus on research, findings, and health effects related to nicotine addiction. The results of his findings with the Philip Morris Research Center set the stage to inform students of the health effects related to tobacco and nicotine addiction on the brain. Students will learn the truth behind marketing and advertising of tobacco companies as it relates to traditional cigarettes and the latest with electronic cigarettes. Students will gain information to make better choices when it comes to smoking and cessation. Services will be provided on October 24, 2016.

Budget Implication:

The total cost is not to exceed \$1,650. (TUPE Funds)

Action:

The Board of Trustees approved the educational consulting agreement.

11.16 **Educational Consulting Agreement, REACH Communications Inc.**

Background Information:

The District became the lead fiscal agency for a Tobacco Use Prevention Education (TUPE) consortium grant between Anaheim Elementary School District (AESD) and the District, in the amount of \$1,850,094 for a three-year term from 2014-17. The grant is targeted for grades 6-12 and mandates that curriculum, specific to the appropriate grade levels, is taught at participating schools, including 24 AESD elementary school sites and all District comprehensive school sites, as well as Gilbert and Polaris high schools. In addition, youth development activities related to tobacco and e-cigarette cessation and prevention are expected by each participating school, as well as ongoing prevention education for staff, students, and parents. These student assemblies will enhance the TUPE curriculum and provide students with real world experiences, as well as information related to overall goals of the TUPE program.

Current Consideration:

Javier Sanchez of REACH Communications Inc. is an internationally recognized author, performer, filmmaker, and life change expert who delivers life-building messages to youth, as well as adults while keeping them entertained through comedy, spoken word poetry, and powerful stories. After 15 years of working in the substance abuse prevention field, Mr. Sanchez founded REACH Communications Inc. Their mission is to challenge and equip both youth and adults to experience life to its fullest by reaching excellence in attitude,

character, and health. Javier Sanchez will provide presentations to students at Magnolia High School. The program will focus on inspiring and equipping youth, as well as adults to be intentional about adding process to their passion and preventing the abuse of alcohol, tobacco products, and other drugs. Services will be provided October 18, 2016, and October 19, 2016.

Budget Implication:

The total cost is not to exceed \$5,000. (TUPE Funds)

Action:

The Board of Trustees approved the educational consulting agreement.

11.17 **Agreement, Girls Incorporated of Orange County (Girls Inc.)**

Background Information:

Girls Inc. is a private, non-profit agency, which has been serving girls ages four-and-a-half to 18 years, since 1954. They are an affiliate of the national Girls Inc., which serves approximately 125,000 girls annually across the United States and Canada. Girls Inc. develops research-based supplementary educational programs that encourage girls to master physical, intellectual, and emotional challenges. The programs focus on career and life planning, health education, leadership, community action, self-reliance and life skills, as well as cultures and heritage, academic achievement, participation in sports, and excellence in math, science, and technology.

Current Consideration:

Girls Inc. will provide comprehensive supplemental after-school programs that promote positive body image, good nutritional and social habits, communication skills and leadership traits at Ball, Brookhurst, Dale, South, Sycamore, and Walker junior high schools, as well as Anaheim, Gilbert, Katella, Loara, Magnolia, Savanna, and Western high schools. The programs are a supplementary resource for school counseling departments. Girls Inc. will work collaboratively with school counseling departments to refer students to the programs and to monitor students who have participated in the programs. Services are being provided September 9, 2016, through June 30, 2017.

Budget Implication:

There is no impact to the budget.

Action:

The Board of Trustees ratified the agreement.

11.18 **Agreement, Orange County Department of Education (OCDE), Positive Behavior Interventions and Supports (PBIS)**

Background Information:

For the past six years, OCDE has provided PBIS training to all of our District's schools. PBIS is a behavioral component of a comprehensive Multi-Tiered System of Supports (MTSS).

Current Consideration:

OCDE offers the trainings to districts through a fee-based structure. Due to the District's longstanding relationship with OCDE and the PBIS program, as well as our willingness to partner with in-kind resources such as staff facilitators and meeting space, a negotiated cost was calculated for our District. Services are being provided July 1, 2016, through June 30, 2017.

Budget Implication:

The total cost is not to exceed \$4,250 for the 2016-17 year. (Title I Funds)

Action:

The Board of Trustees ratified the agreement with OCDE.

11.19 **Memorandum of Agreement, Dayle McIntosh Mobility Management**

Background Information:

Dayle McIntosh Center (DMC), a leading independent living center, is nationally recognized as an innovator and premier provider of services for students with disabilities. The goal of the center is to utilize a systems approach to promote the full integration of people with disabilities into the community. Since its inception in 1977, DMC has provided a broad menu of on-site and remote services to empower, integrate, and provide equity for people with disabilities, so that they can live productive and independent lives.

Current Consideration:

The purpose in creating a partnership between the District and DMC is to coordinate group travel and mobility training for students with disabilities enrolled in the District. In addition to group travel-training services, DMC will provide trip planning and travel-training services to individual students enrolled within the Moderate/Severe and Autism Focus classrooms. Students will also be provided information relative to self-advocacy trainings provided by DMC. Services will be provided October 14, 2016, and will remain in effect until terminated by either party.

Budget Implication:

There is no impact to the budget.

Action:

The Board of Trustees approved the memorandum of agreement.

11.20 **Memorandum of Understanding (MOU), Orange County Superintendent of Schools**

Background Information:

Pursuant to the authority established in Education Code Sections 56195, 56195.1, 56195.3, and 56195.5, the Orange County Department of Education (OCDE) may provide for the education of individual pupils in special education programs who reside in other districts or counties. The OCDE Division of Special Education Services operates the OCDE Special Schools Program to provide special education services to individuals with exceptional needs requiring intensive educational services, including a regional deaf and hard of hearing program.

Current Consideration:

The MOU between the Orange County Superintendent of Schools and the District allows students who live within District boundaries to be placed into county operated special education programs. Placement in county programs occurs if recommended by an Individualized Educational Plan due to the District's inability to meet the students' needs. Services are being provided July 1, 2016, through June 30, 2017.

Budget Implication:

Funds are allocated on an individual student basis. (Special Education Funds)

Action:

The Board of Trustees ratified the MOU.

11.21 **Transportation Agreement**

Background Information:

Under the Individuals with Disability Education Act, the District is obligated to provide transportation services to special education students who require transportation to receive a free and appropriate public education. The District's transportation department safely and effectively transports approximately 700 special education students on any given school day. In rare circumstances, a student's needs are such that the transportation department is not able to safely or efficiently transport the student. In these circumstances, alternative forms of transportation are provided through contracted services, or through reimbursing parents the cost incurred in transporting their child. These alternative forms of transportation are permitted under the Education Code and federal law. Due to student confidentiality, the transportation agreements are redacted with limited information provided regarding the student or family.

Current Consideration:

The Board of Trustees was requested to approve the transportation agreement to reimburse the parent of a special education student attending Savanna High School, located at 301 North Gilbert Street, Anaheim, CA 92801, for providing round trip daily transportation, August 10, 2016, through May 25, 2017.

Budget Implication:

The total cost is not to exceed \$427.68. (Special Education Funds)

Action:

The Board of Trustees ratified the agreement.

11.22 **Instructional Materials Submitted for Display**

The Instructional Materials Review Committee recommended the selected materials for display for courses in English. Before the materials can be approved for adoption, they must be made available for public review. The Board of Trustees will be requested to consider adoption of the materials following the end of the period of public display, October 13, 2016, through November 10, 2016.

Action:

The Board of Trustees approved the display.

11.23 **Field Trip Report**

Action:

The Board of Trustees approved/ratified the report as amended prior to the adoption of the agenda.

HUMAN RESOURCES

11.24 **Memorandum of Understanding (MOU), The Association of California School Administrators (ACSA) Foundation for Educational Administration (FEA)**

Background Information:

Obtaining a clear administrative services credential is a requirement for all employees serving in an administrator position. To obtain the credential, individuals must enroll in a program authorized by the California Commission on Teacher Credentialing (CTC) and complete coursework and a minimum number of hours. Due to an increasing number of new administrators at the District in recent years, the District collaborated with the Association of California School Administrators (ACSA) to establish a cohort to complete a clear credential program. By serving as a host site, this ensures the program meets the District's high standards for leadership development.

The Network of ACSA Clear Administrative Credential Local Programs (CACLP-Net) was created and is administered through a partnership with ACSA, the Foundation for Educational Administration (FEA), and local education agencies. This partnership includes ACSA-FEA Affiliated Local Programs to provide ACSA's approved Commission on Teacher Credentialing Clear Administrative Credential Program outcomes.

The MOU between ACSA-FEA and the District allows administrators to be trained as administrative coaches and mentors.

Current Consideration:

The purpose of this agreement is to provide the District the ability to train administrators as coaches and mentors, as well as serve as the credentialing institution for administrators enrolled in the Clear Administrative Credential Program. Online and in-person training will be scheduled for specific dates during the 2016-17 year. Services will be provided November 1, 2016, through May 31, 2017.

Budget Implication:

The total cost is not to exceed \$4,675. (General Funds)

Action:

The Board of Trustees approved the MOU.

11.25 **2016-17 First Quarterly Report, Williams Uniform Complaints**

Background Information:

The Williams Uniform Complaints 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. This is a quarterly report required by Education Code Section 35186, which is submitted to the Orange County Department of Education.

Current Consideration:

The Williams Uniform Complaints Fourth Quarterly Report, July 1, 2016, through September 30, 2016, states there were no complaints during this quarter.

Budget Implication:

There is no impact to the budget.

Action:

The Board of Trustees accepted the report.

11.26 **Certificated Personnel Report**

Action:

The Board of Trustees approved/ratified the report as submitted.

11.27 **Classified Personnel Report**

Action:

The Board of Trustees approved/ratified the report as submitted.

SUPERINTENDENT'S OFFICE

11.28 **California School Boards Association (CSBA), GAMUT Online Policy Services**

Background Information:

The District is a member of CSBA and receives many benefits of membership. CSBA also provides comprehensive guidance regarding school board policies, administrative regulations, by-laws, and procedures. The GAMUT online service provides access to and use of model policies that comply with all state and federal legal requirements. The model policies are continually updated as new laws or mandates are implemented.

Current Consideration:

GAMUT online provides access to all model CSBA policies, regulations, and bylaws for use by the District. This is a renewal of the subscription. Staff suggests that the Board approve renewing this subscription annually until such time that the Board determines the subscription is no longer necessary.

Budget Implication:

The total cost for the 2016-17 year is \$5,410. Thereafter, the District shall pay the annual fee as set forth in the renewal notice provided by CSBA to the District. (General Funds)

Action:

The Board of Trustees approved the ongoing subscription to CSBA's GAMUT online service.

11.29 **Board of Trustees' Meeting Minutes**

11.29.1 August 11, 2016, Regular Meeting

11.29.2 August 17, 2016, Special Meeting

11.29.3 September 8, 2016, Regular Meeting

11.29.4 September 8, 2016, Board of Directors Regular Meeting

Action:

The Board of Trustees approved the minutes.

12. **SUPERINTENDENT AND STAFF REPORT**

Dr. Fried shared his appreciation of the Board of Trustees for their continued support and thanked Trustees Randle-Trejo, Piercy, and Jabbar for their attendance at the District's Professional Development Day.

13. **BOARD OF TRUSTEES' REPORT**

Trustee O'Neal said he attended the ASCPTA Principals' Breakfast, AUHSD/City of Cypress Liaison meeting, District Budget Presentation at the District Office, two ROP Board meetings, as well as the Back-to-School nights for Hope School and Walker Junior High School.

Trustee Jabbar shared his attendance at the UCI Saturday Academy Kickoff Celebration, Anaheim vs. Loara football game, Budget Committee meeting, Anaheim Alumni Breakfast, Celebrate Our Schools event, Professional Development Day, AUHSD/City of Anaheim Liaison meeting, and Amin David's Celebration of Life. He also gave kudos to the Anaheim BROS for their eloquent presentations at Amin David's Celebration of Life.

Trustee Smith reported she attended the Insurance Committee meeting, AUHSD Foundation meeting, and UCI Saturday Academy Kickoff Celebration.

Trustee Piercy stated she attended a Reflective Learning Walk at Kennedy High School, Sister City Commission meeting, AUHSD/City of Cypress Liaison meeting, Stanton State of the City Luncheon, Facilities Use Policy and Fee Schedule Revision Committee meeting, ROP Board meeting, and Professional Development Day.

Trustee Randle-Trejo indicated she attended two Personnel Commission meetings, AUHSD/City of Anaheim Liaison meeting, Professional Development Day, Amin David's Celebration of Life, District Budget Presentation at Western High School, UCI Saturday Academy Kickoff Celebration, Disciplina Positiva meeting at Anaheim High School, Disciplina Positiva graduation at Savanna High School, *Killing Ed* screenings at Katella and Savanna high schools, South Junior High School, and Oxford Academy, OCSBA Fiscal Seminar, two Greater Anaheim SELPA Board meetings, two Anaheim City Council meetings, a Saigon TV interview, Saturday Academy at Ball and Dale junior high schools, Celebrate Our Schools event, Back-to-School nights for Ball, Sycamore, and South junior high schools, New Hire Outreach event, as well as Hope School's Homecoming.

14. **ADVANCE PLANNING**

14.1 **Future Meeting Dates**

The next regular meeting of the Board of Trustees will be held on Thursday, November 10, 2016, at 6:00 p.m.

Thursday, December 8

14.2 **Suggested Agenda Items**

There were no suggested agenda items.

15. **ADJOURNMENT**

On the motion of Trustee Smith, duly seconded and unanimously carried, the Board of Trustees adjourned the meeting at 9:52 p.m.

Approved _____
Clerk, Board of Trustees