

ORANGE UNIFIED SCHOOL DISTRICT

Board of Education – Regular Meeting
1401 N. Handy Street – Orange, CA 92867

Thursday, May 27, 2010
6:00 p.m. – Closed Session
7:00 p.m. – Open Session

AGENDA

(The complete agenda is available online at www.orangeusd.k12.ca.us/board/calendar.asp)

1. **CALL MEETING TO ORDER**
2. **ESTABLISH QUORUM**
3. **PUBLIC COMMENT ON CLOSED SESSION AGENDA ITEMS**
4. **ADJOURN TO CLOSED SESSION**
 - a. PUBLIC EMPLOYEE EMPLOYMENT/DISCIPLINE/DISMISSAL/RELEASE
Government Code 54957
 - b. CONFERENCE WITH LABOR NEGOTIATORS
Government Code 54957
Agency Negotiators: Mike Christensen; Ed Kisse; Spencer Covert, Parker & Covert LLP
Employee Organizations: 1) Orange Unified Education Association
2) California School Employees Association
 - c. PUBLIC EMPLOYEE APPOINTMENT
Government Code 54957
 - 1) Title: High School Principal (one position)
 - 2) Title: Middle School Principal (two positions)
5. **CALL TO ORDER – REGULAR SESSION**
6. **PLEDGE OF ALLEGIANCE**
7. **REPORT OF CLOSED SESSION DECISIONS**
8. **ADOPTION OF AGENDA**
9. **ANNOUNCEMENTS AND ACKNOWLEDGEMENTS**

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10. **APPROVAL OF MINUTES**
April 22, 2010 (Regular Minutes)
11. **PUBLIC COMMENT**

Members of the audience may address the Board of Education on agenda items during consideration of that item and items not on the agenda that are within the Board's subject matter jurisdiction. Speaking time is limited to three (3) minutes per speaker with a maximum of twenty (20) minutes per topic. Persons wishing to address the Board should complete and submit a blue Public Comment card, available on the information table, prior to the meeting. Matters not on the agenda may neither be acted upon or discussed by the Board, but will be researched and responded to in any one

of the following ways: 1) by telephone after research; 2) by mail after research; or 3) at a subsequent Board meeting as an agenda item.

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17. ADJOURNMENT

ANNOUNCEMENTS
AND
ACKNOWLEDGMENTS

TOPIC: **ANNOUNCEMENTS & ACKNOWLEDGMENTS**

DESCRIPTION: **9.A. Superintendent's Report**

9.B. Board President's Report

9.C. Board Member Recognition of Students, Staff, and Community
(i) Outstanding Customer Service Award –
Kathleen Boyd, Canyon High School

9.D. State of the School Report
1. *Recognition of 2009-10 SACBE Representatives*
2. *Introduction of 2010-11 SACBE Representatives*

TOPIC: **BOARD RECOGNITION – “ATTITUDE IS EVERYTHING” – OUTSTANDING CUSTOMER SERVICE AWARD**

DESCRIPTION: This item pertains to the employee recognition program entitled “Attitude is Everything”. The “Attitude is Everything” recognition program has been designed with one of the District’s Top Ten Core Values in mind, that of providing outstanding customer service.

Certificated and classified employees who have been nominated by their peers, co-workers, and/or supervisors are selected for this monthly recognition based on their positive “can do” attitude as reflected in daily activities. Qualifications for this recognition include:

- Demonstrating a positive “can do” attitude and optimistic perspective;
- Always bringing a solution when presenting a challenge;
- Consistently going the extra mile;
- Exhibiting a positive telephone and in-person etiquette;
- Is always a team player.

For the month of May, the employee chosen for exemplifying outstanding customer service is:

Kathleen Boyd, Counselor, Canyon High School

The Board of Education will recognize **Kathleen Boyd** as the recipient of the Outstanding Customer Service Award for the month of May 2010.

TOPIC: RECOGNITION OF HIGH SCHOOL STUDENTS FROM THE CLASS OF 2010 - OUTSTANDING ACADEMIC ACHIEVEMENT

DESCRIPTION: Class of 2010 students from the District's four comprehensive high schools are being recognized and honored for outstanding scholastic achievement. Each school has selected their honorees with the highest academic grade point average.

Canyon High	Beeta Mahdavi	Summa Cum Laude
	Sabran Masoud	Summa Cum Laude
	Brandon Vu	Summa Cum Laude
El Modena High	Robert Konoske	Highest Honors
	Stephen Pollard	Highest Honors
Orange High	Ana Marcelo	Valedictorian
	Mai Vuong	Salutatorian
Villa Park High	Vickie Nguyen	Summa Cum Laude
	Kathleen Pham	Summa Cum Laude

FISCAL IMPACT: This item has no fiscal impact to the District.

RECOMMENDATION: It is recommended that the Board of Education congratulate the honorees from the District's four comprehensive high schools, recognize their outstanding scholastic achievements, and congratulate their teachers and principals for contributing to the academic achievements of these exceptional students from the Class of 2010.

ACTION ITEMS

TOPIC:	CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER #67, INITIAL REOPENER PROPOSAL
DESCRIPTION:	The California School Employees Association, Chapter #67, presents, for Board consideration, the attached initial proposal for the 2010-2011 reopener negotiations.
FISCAL IMPACT:	The presentation of this proposal has no direct fiscal implications. As a result of negotiations between the California School Employees Association, Chapter #67, and the District, there will be a determined fiscal impact.
RECOMMENDATION:	It is recommended that the Board of Education hold a Public Hearing to receive input on the initial proposal to the District for 2010-2011 reopener negotiations from the California School Employees Association, Chapter #67.

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
Orange CSEA Chapter #67**

INITIAL RE OPENER PROPOSAL

To

ORANGE UNIFIED SCHOOL DISTRICT

ARTICLE 12 - COMPENSATION

Compensation Discussion: *For 2010-2011, maintain the current salary structures.*

12.400 Health and Welfare Discussion: *For 2010-2011 the District shall provide quality Health and Welfare benefits with affordable employee contributions.*

All other provisions of the collective agreement in force to September 30, 2011 shall remain in full force and effect.

CSEA and Chapter #67 reserve the right to make additional proposals at any time during the bargaining process; including but not limited to responses to proposals made by the District.

INFORMATION/DISCUSSION ITEMS

TOPIC: LEGISLATIVE COALITION – COMMITTEE REPORT

DESCRIPTION: Chairperson, Larry Cohn, will provide an update on current Legislative Coalition information.

This item is presented for information only.

TOPIC:	BUDGET UPDATE
DESCRIPTION:	On May 14, 2010, the Governor proposed revisions to the 2010-11 budget. Staff will provide an update on the impact of the proposal to the District budget.
FISCAL IMPACT:	There is unknown fiscal impact.
RECOMMENDATION:	This item is for information only.

CONSENT ITEMS

ROUTINE ITEMS ACTED UPON IN ONE MOTION UNLESS PULLED FOR DISCUSSION AND SEPARATE ACTION.

TOPIC: **GIFTS**

DESCRIPTION: The following items and attached list of cash donations were donated to District for use as indicated.

- Yamaha sound system to Olive Elementary School, donated by the Olive Parent Teacher Club
- Refurbished Dell computer tower and monitor to Parkside Pre-K and kindergarten class, donated by Juliana & Keith Short

FISCAL IMPACT: Receipt of \$24,326.30 in cash donations

RECOMMENDATION: It is recommended the Board of Education accept these donations and that a letter of appreciation be forwarded to the benefactors.

DONATIONS
May 1 - May 16, 2010

To: Renae Dreier, Ed. D.
Superintendent of Schools

From: Joe Sorrera 
Executive Director, Business Services

We have received the following donated monies. Please prepare the resolution for the following:

[illegible]

TOPIC: **PURCHASE ORDERS LIST**

DESCRIPTION: Purchase orders and change orders have been processed in accordance with the rules and regulations of the Board of Education and applicable legal requirements of the State of California.

District procedures and computer system controls require that an approved purchase order, pay voucher, current liability, or credit memo exist on the District's computer system prior to the issuance of warrants. There may be a multiple number of warrants drawn against a given purchase order up to the maximum amount for that purchase order. The system restricts the processing of payment amounts in excess of the issued purchase order

It should be noted that the purchase order system allows for a one-line description of the services or items to be procured. The issued purchase order forms a contract between the District and the vendor.

FISCAL IMPACT: \$734,051.78

RECOMMENDATION: It is recommended that the Board of Education approve the Purchase Order List dated May 3, 2010 through May 16, 2010 in the amount of \$734,051.78

TOPIC: **WARRANTS LIST**

DESCRIPTION: Warrants have been processed in accordance with the rules and regulations of the Board of Education and applicable legal requirements of the State of California and the Orange County Department of Education.

District procedures and computer system controls require that an approved purchase order, pay voucher, current liability or credit memo exist in the District's computer system prior to the issuance of warrants. There may be a multiple number of warrants drawn against a given purchase order up to the maximum amount for that purchase order. The processing of the warrant is in compliance with the contractual agreement that has been formed by the issuance of the purchase order.

FISCAL IMPACT: \$4,404,810.25

RECOMMENDATION: It is recommended that the Board of Education approve the Warrants List dated May 3 through May 16, 2010 in the amount of \$4,404,810.25

TOPIC: CONTRACT SERVICES REPORT – ADMINISTRATIVE SERVICES

DESCRIPTION: The following is a report of contract services items for Administrative Services:

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Atkinson, Andelson, Loya, Ruud & Romo will provide legal services to the District in matters related to general counsel, and issues related to construction. An open purchase order will be established for the payment of invoices through June 30, 2011.

General Fund not-to-exceed \$30,000
01.00-0000-0-5831-0000-7100-101-101-000 (Dreier)

CALIFORNIA SCHOOL BOARDS ASSOCIATION

The California School Boards Association (CSBA) has long served as the provider for the District's Hazmat Communications Program. Federal and state, health and safety regulations require employees to have access to Material Safety Data Sheets (MSDS) for each hazardous material at a site. This easy-to-use, low-cost program eliminates the need to maintain paper copies of MSDS on-site and includes the dissemination of Hazmat related information including Material Safety Data Sheets and Chemical Spill and Poison Control information services to all District sites. Authorization is requested to continue those services with CSBA for the period of July 1, 2010 – June 30, 2011, in the amount of \$2,070.

General Fund \$2,070
01.00-0000-0-5850-0000-7530-421-401-000 (L Davis)

CENTRATION

Centration Management Advisors and Consultants will process mandated cost reimbursement claims beginning with fiscal year 2009-10 and 2010-11 estimate claims. With the ongoing efforts of public agencies to seek reimbursement for state-mandated activities, there are an ever increasing number of areas in which to seek monetary restitution. The State reimburses 100% of the cost for the contracted services for preparing and filing of mandated costs reimbursement claims.

Staff reviewed three proposals and recommends contracting with Centration. Below is a list of firms that provided proposals:

Consultant	Quote
Centration	\$27,000
Axiom	\$27,185
School Innovations & Advocacy	\$41,500

General Fund not-to-exceed \$27,000
01.00-0000-0-5850-0000-7300-401-401-000 (Sorrera)

DANNIS, WOLIVER & KELLEY (DWK)

Dannis, Woliver & Kelley (DWK) will provide legal services to the District in matters related to general counsel, and issues related to construction. An open purchase order will be established for the payment of invoices through June 30, 2011. General Fund not-to-exceed \$30,000
01.00-0000-0-5831-0000-7100-101-101-000 (Christensen)

DAVIS DEMOGRAPHICS AND PLANNING, INC.

Davis Demographics and Planning (DDP) has worked with the District for the last fourteen years to provide enrollment and demographics projections by integrating the District's student database into a geographic information systems (GIS) program. To be an effective tool for the management and planning of facilities, the data must be collected annually. The data collection date corresponds annually with the State of California CBEDS reporting date. DDP will provide support to staff to update the GIS data layers (streets, boundaries, student geocoding and residential development). Training hours to be used as needed. Capital Facilities Fund not-to-exceed \$45,000
25.00-0000-0-5850-0000-8500-416-416.000 (Emenaker)

EAGLE SOFTWARE

Eagle Software provides AERIES maintenance and support for the student information system, including telephone support, updates and enhancements for all sites, through June 30, 2011. Information Servicesnot-to-exceed. \$30,832
01.00-7394-0-5843-0000-7700-430-401-000 (Chism)

HAZTRAINER MULTI-NATIONAL, INC.

The services of a qualified company are required to provide asbestos awareness and lead hazard training to Maintenance personnel as required by OSHA. The attendees will receive a certificate of training. HazTrainer Multi-National Inc. is qualified and can provide this training. Maintenance not-to-exceed \$1,175
01.00-8150-0-5850-0000-8110-810-410-000 (Harlin)

**JANA MILLS
CONSULTING
SERVICES**

The District requires construction contract management services in the Facilities and Planning Department to efficiently manage bidding and contracts for modernization funded construction projects. Jana Mills is qualified to perform this work.

Special Reserves/Capital Projects . . not-to-exceed . . . \$90,000
40.00-0000-0-6278-9842-8500-416-416-000 (Christensen)

J.D. DIFFENBAUGH

The District awarded Bid No. FC6019 – Modernization – Yorba Middle School to J.D. Diffenbaugh, Inc., on June 18, 2009. Change Order 2.f increases the value of the contract and does not add any additional time to the contract. The cost and scope were reviewed and found to be reasonable by the architect, construction manager and staff. This Change Order falls within the allowable maximum per the Public Contract Code.

Special Reserve/Capital Projects \$36,826
40.00-0809-0-6279-9520-8500-386-416-000 (Filbeck)

**KEENAN &
ASSOCIATES**

Keenan & Associates is the administrator for Property and Liability claims. They represent the District in connection with investigations, processing and resolution of claims. Keenan's fee is based on the number of hours worked. Approval of this item will authorize the District to contract with Keenan & Associates for claim administration for 2010-11.

Risk Management anticipated cost \$20,000
01.00-0000-0-5850-9415-7390-431-501-000 (Lichten)

MARK J. PAONE, AIA

The services of an architect are necessary to finish the sampling and testing, compiling the reports and submitting the documents to the Office of Public School Construction for Fairhaven ES. Mark Paone Architects was awarded the contract and additional time, beyond what was originally proposed, is required for completion.

Special Reserves not-to-exceed \$5,000
40.00-0804-0-6210-9520-8500-244-416-000 (Emenaker)

**MARS
ENVIRONMENTAL,
INC.**

The District solicited proposals for hazardous waste disposal services and the firm Mars Environmental, Inc. was selected. The Maintenance and Operations Department anticipates using Mars Environmental, Inc. to provide disposal services for hazardous waste materials for the 2010-11 fiscal year. The use of a pre-approved vendor will allow the timely removal of waste products from District facilities as may be required.

General Fund not-to-exceed \$20,000
01.00-0000-0-5850-9417-7390-810-410-000 (Harlin)

MINISOFT, INC.

MiniSoft is the complete terminal emulation and date communication package that is used by OUSD users to access the QSS Business System. Minisoft 92 provides users with a powerful connectivity tool that combines the flexibility of the PC environment with the power of host computing. This item is for license from June 1, 2010 to May 31, 2011.

Information Services not-to-exceed \$3,000
01.00-3200-0-5843-0000-7700-430-210-000 (Chism)

**ORANGE COUNTY
DEPARTMENT OF
EDUCATION**

Orange County Department of Education (OCDE) provides technical support and training for intranet network support services, payroll support, Internet filtering, and data circuit network management. Approval of this item will provide the District services during the 2010-11 fiscal year.

Information Services not-to-exceed \$900
01-00-3200-0-5850-0000-7700-430-210-000 (Chism)

PACIFIC MEDICAL

Since 1987, the District has been required to provide on-going annual physical examinations to employees who are exposed to asbestos during the course of work. Those employees who are required to wear respirators are also required to receive an annual physical examination. In addition, recent lead monitoring requirements were enacted requiring annual blood serum lead analysis. Pacific Medical Clinic will conduct the required medical examinations and comply with state and federal law for record-keeping requirements. Approval of this item will provide the District services during the 2010-11 fiscal year.

General Fund not-to-exceed \$6,500
01.00-0000-0-5850-9417-7390-810-410-000 (Harlin)

**PARKER & COVERT,
LLP**

Parker & Covert, LLP provides legal services to the District in matters related to negotiations, general counsel, and other issues related to education. An open purchase order will be established for the payment of invoices through June 30, 2011.

General Fund not-to-exceed \$300,000
01.00-0000-0-5831-0000-7100-101-101-000 (Dreier)

**PARKER & COVERT,
LLP**

The District requires the services of Parker & Covert, LLP to provide legal counsel and consultation in matters related to the modernization program, surplus property utilization/liquidation and developer fee issues. An open purchase order will be established for the payment of invoices through June 30, 2011.

Special Reserves not-to-exceed \$55,000
25.00-0000-0-5831-0000-8500-416-416-000 (Christensen)

**PHANTOM
TECHNOLOGIES**

Phantom Technologies will provide the iBoss Web Filter 10550. This web filter will strengthen the District's current Internet security, including Internet filtering, advanced threat protection and reporting. Approval of this item will provide the District services during the 2010-11 fiscal year.

Information Services not-to-exceed \$13,000
01.00-7394-0-5843-0000-7700-430-401-000 (Chism)

**PRIEST
CONSTRUCTION
SERVICES**

The Department of the State Architect (DSA) requires a certified Inspector of Record (IOR) to inspect all school construction projects. The District requires the services of DSA certified inspectors to provide in-plant and on-site inspections for the modernization program. Currently, the District has the need for inspection services for the Sycamore Elementary School Modernization, Phase 6, Parking Lot Renovations project. Priest Construction Services has the experience and availability to provide the required inspection services.

Special Reserve/Capital Projects . . .not-to-exceed . . . \$25,000
40.00-0808-0-6290-9520-8500-263-416-000 (Filbeck)

**PRIEST
CONSTRUCTION
SERVICES**

The District requires the services of a qualified Division of the State Architect (DSA) inspector to oversee the on-site inspection of work performed for the McPherson Magnet HVAC Replacement project in buildings 500 & 600. Priest Construction Services, Inc. is qualified and can provide the required on-site inspection.

Special Reserves Fundnot-to-exceed \$12,500
40.00-0102-0-6200-9520-8500-381-416-000 (L. Davis/Harlin)

**PUBLIC ECONOMICS,
INC.**

The District currently utilizes the services of Public Economics to provide professional analyses and consultation services on various economics matters concerning public finance issues, i.e. redevelopment agreements, community facility districts and bond sales. Services will be provided for the 2010-11 school year.

General Fundnot-to-exceed \$5,000
01-00-0000-0-5850-0000-7300-401-401-000 (Sorrera)

**RIVERSIDE
PUBLISHING CO.
(DATA DIRECTOR)**

The District uses software to guide instructional decisions and actions to improve academic success. The District piloted the DATA Director software last year and is impressed with the performance. This contract will provide the licensure necessary to use this software for the next two years.

2010-11 \$215,000
2011-12 \$215,000

EIA, Title I, Title II Funds not-to-exceed \$430,000
01-00-XXXX-0-5843-1110-2420-604-604-000 (Chism/Truex)

**SCHOOL SERVICES
OF CALIFORNIA**

The District retains School Services of California, Inc., on an annual basis for information, consultation, and support on various issues related to the State budget, legislation, contract negotiations support, and other general areas of education.

Services will be provided during the 2010-11 school year.

General Fund not-to-exceed \$7,500
01.00-0000-0-5850-0000-7100-101-101-000 (Sorrera)

**SMITH EMERY
LABORATORIES**

The District requires material testing services for modernization projects. Smith-Emery Laboratories will provide these services for the Sycamore Elementary School Modernization, Phase 6, Parking Lot Renovations project. The fees are based on an hourly basis and include laboratory testing, as needed.

Special Reserve/Capital Projects . . . not-to-exceed . . . \$17,100
40.00-0808-0-6280-9520-8500-263-416-000 (Filbeck)

**SOUTHERN
CALIFORNIA
REGIONAL LIABILITY
EXCESS FUND
(ReLiEF)**

This joint powers authority (JPA) provides property and liability coverage to the District. The JPA has been challenged to maintain coverage that will meet the unique needs of school districts and maintain stability in rates. The District supplements the JPA coverage with Crime and Equipment Breakdown coverage to achieve lower deductibles and coverage for losses that the JPA would not otherwise cover. Approval of this item will authorize the District to continue membership with ReLiEF for 2010-11.

Risk Management expected cost \$980,678
01.00-0000-0-5450-9415-7390-431-501-000 (Lichten)

WeTip

This is an anonymous crime reporting program that is linked with local police and fire agencies. Calls to WeTip are identified with a code number or a code name and no actual names are exchanged. Information is gathered by WeTip and shared with the authorities in hopes of identifying people responsible for vandalism, arson, child abuse, etc. Authorization of this item will allow the District to continue membership with WeTip.

Risk Management expected cost \$1,757
01.00-0000-0-5450-9415-7390-431-501-000 (Lichten)

YORK

This is the workers' compensation claim administrator. Their Medical Provider Network (MPN) is made up of hand selected physicians with proven treating ethics and good medical results. YORK understands that the District intends for injured workers to be treated fairly, and for fraudulent claims to be defended aggressively. Authorization of this item will permit staff to contract with YORK for the 2010-11 fiscal year.

Self Insurance Fund expected cost \$135,780
68.00-0000-0-5850-9446-6000-431-501-000 (Lichten)

OUSD/Christensen/Chism/Emenaker/Filbeck/L.Davis/Harlin/Lichten/Sorrera/Truex
Board Agenda
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3D/I-DMJM (PARSONS) The District entered into a multi-year contract with 3D/I-DMJM (Parsons) to provide program management and construction management services for the District's modernization program. This approval is for the anticipated fees for the 2010/2011 year. Special Reserve/Capital Projects...not-to-exceed....\$1,100,000
40.00-0000-0-5850-9842-8500-416-416-000 (Christensen)

FISCAL IMPACT: \$3,431,618

RECOMMENDATION: It is recommended that the Board of Education approve the Contract Services Report – Administrative Services as presented.

TOPIC: RESOLUTION NO. 22-09-10, 2010-11 TAX AND REVENUE ANTICIPATION NOTES (TRANS) ISSUANCE

DESCRIPTION: Many districts issue TRANS annually to provide cash for the General fund to help carry them through from the start of school until receipt of property tax revenues from the county. Over the past few years, The District has not participated because money was available by borrowing from other District Funds for transfer to the General Fund, and the cost to borrow the money was much greater than what could be earned from the County. The cost to obtain money through a TRANS has decreased and it, once again, it makes sense to borrow the money needed for cash flow purposes and leave the other Fund balances earning interest with the County. TRANS are issued for up to 12 months and are repaid out of revenues of the fiscal year during which the borrowing occurs.

The following is a history of TRANS issuances for the District over the last twenty years:

Date	Amount of TRANS	Date	Amount of TRANS
July 3, 1990	\$5,000,000	July 3, 2000	\$5,000,000
July 25, 1991	\$5,000,000	July 3, 2001	\$5,000,000
July 1, 1992	\$12,500,000	July 1, 2002	\$0
Sept. 30, 1992	\$10,000,000	July 1, 2003	\$11,000,000
July 12, 1993	\$22,500,000	Sept. 1, 2004	\$5,000,000
July 1, 1994	\$17,400,000	July 1, 2005	\$10,000,000
Aug. 15, 1995	\$12,500,000	Aug. 1, 2006	\$10,000,000
July 2, 1996	\$6,465,000	July 1, 2007	\$0
July 1, 1997	\$5,000,000	July 1, 2008	\$0
July 1, 1998	\$5,000,000	July 1, 2009	\$0
July 1, 1999	\$5,000,000		

The District will issue a TRAN, not to exceed \$25,000,000. Resolution No. 22-09-10 approves documents and participation of the District with other Orange County school districts in the 2010-11 South Coast Local Education Agencies Pooled Tax and Revenue Anticipation Note Program. Copies are available under separate cover in the Business Office.

FISCAL IMPACT: Estimated net savings of \$100,000 as a result of interest earnings.

RECOMMENDATION: It is recommended that the Board of Education approve Resolution No. 22-09-10, authorizing participation in the 2010-11 South Coast Local Education Agencies Pooled Tax and Revenue Note Program.

OUSD/Christensen/Sorrera
Board Agenda
May 27, 2010

RESOLUTION NO 22-09-10

RESOLUTION OF ORANGE UNIFIED SCHOOL DISTRICT AUTHORIZING THE BORROWING OF FUNDS FOR FISCAL YEAR 2010-11 AND THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF 2010-11 TAX AND REVENUE ANTICIPATION NOTES THEREFOR IN AN AMOUNT NOT TO EXCEED \$25,000,000 AND PARTICIPATION IN THE SOUTH COAST LOCAL EDUCATION AGENCIES POOLED TAX AND REVENUE ANTICIPATION NOTE PROGRAM AND REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY TO ISSUE AND SELL SAID NOTES

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

WHEREAS, the Board of Education of the Orange Unified School District (the "Board") has determined that the sum not to exceed Twenty-Five Million Dollars (\$25,000,000) to be confirmed and set in the Pricing Confirmation or Confirmations (as defined herein) (the "Principal Amount"), which Principal Amount, is needed for the requirements of the Orange Unified School District (the "District"), a public body corporate and politic situated in the County of Orange (the "County"), for any of the purposes of the District, as authorized by the Act, and that it is necessary that said Principal Amount be borrowed for such purpose at this time by the issuance of one or more series of notes therefor in anticipation of the receipt of taxes, income, revenue, cash receipts and other moneys to be received, accrued or held by the District and provided for or attributable to its fiscal year ending June 30, 2011 (the "Repayment Fiscal Year");

WHEREAS, the District hereby determines to borrow, for the purposes set forth above, the Principal Amount by the issuance of one or more series of its 2010 Tax and Revenue Anticipation Notes, with an appropriate series designation if more than one note is issued (collectively, the "Note");

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

WHEREAS, pursuant to Section 53853 of the Act, if the Board of Supervisors of the County fails or refuses to authorize the issuance of the Note within forty-five calendar days following receipt of this Resolution, the District may issue the Note in its name in conjunction with a note or notes of another Issuer (as defined herein) pursuant to the terms stated herein;

WHEREAS, it appears, and this Board hereby finds and determines, that the Principal Amount, when added to the interest payable thereon, does not exceed eighty-five percent (85%) of the estimated amount of the uncollected taxes, income, revenue (including, but not limited to, revenue from the State and federal governments), cash receipts and other moneys

of the District provided for or attributable to the Repayment Fiscal Year, and available for the payment of the aggregate principal amount of the Note and the interest thereon;

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

WHEREAS, the District desires to authorize the issuance of the Note, in one or more series, each to be marketed together with some or all of the notes issued by other school districts, community college districts, if any, and the Orange County Department of Education (the "Department") simultaneously therewith;

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

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

WHEREAS, the District desires to have its Note marketed together with some or all of the notes issued concurrently by other school districts, community college districts and the Department, if an Authorized Officer (as defined herein) determines that it is in the best interest of the District to participate in the Program or, alternatively, the District may issue its note on a stand-alone basis, depending on market conditions;

WHEREAS, Tamalpais Advisors, Inc. (the "Financial Advisor"), together with an underwriter or underwriters to be appointed and approved by an Authorized District Representative, identified in Section 14 hereof (the "Underwriter"), will structure one or more pools of notes (which may include a single note of the District or another Issuer) or series of note participations (referred to herein as the "Note Participations," the "Series" and/or the "Series of Note Participations") distinguished by (i) whether and what type(s) of Credit Instrument (as hereinafter defined) provides additional security for notes comprising each Series, and (ii) delivery dates, maturity dates, security provisions and possibly other features, all of which the District hereby authorizes the Financial Advisor to determine, the principal features of which are to be set forth in the respective Pricing Confirmation substantially in the form and substance set forth in Exhibit C hereto (the "Pricing Confirmation") and finalized upon the pricing of the respective Note, if any;

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

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

WHEREAS, the Program requires the Trustee, pursuant to the Trust Agreement, to execute and deliver the Note Participations evidencing and representing proportionate, undivided interests in the payments of principal of and interest on the tax and revenue anticipation notes issued by the Issuers comprising such Series;

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

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

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

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

WHEREAS, pursuant to the Program, in the event that other Issuers participate with the District in a Series of notes sold into a pool, each participating Issuer will be responsible

for its share of (a) the fees of the Trustee and the costs of issuing the applicable Series of Note Participations, and (b) if applicable, the fees of the Credit Provider, the Issuer's allocable share of all Predefault Obligations and Reimbursement Obligations, if any (each as defined in the Trust Agreement) and in the event that the Note is sold on a stand-alone basis, the District will be responsible for (a) the fees of the Trustee and the costs of issuing the applicable Series of Note Participations, and (b), if applicable, the fees of the Credit Provider, all Predefault Obligations and the Reimbursement Obligations, if any, related to such Series of Note Participations;

WHEREAS, pursuant to the Program, in the event that other Issuers participate with the District in a Series of notes sold into a pool, the Note and the notes issued by other Issuers, if any, participating in the same Series (all as evidenced and represented by a Series of Note Participations) will be offered for public sale pursuant to procedures set forth herein and in the Official Notice of Sale, substantially in the form of the Official Notice of Sale presented to this meeting or otherwise to the Board (the "Official Notice of Sale") or, in the alternative, as provided herein, through negotiation with the Underwriter or directly to a purchaser or purchasers under the terms of a placement or purchase agreement, which shall be substantially in the form of the purchase agreement presented to this meeting or otherwise to the Board (the "Purchase Agreement") approved by an Authorized District Representative;

WHEREAS, the District has determined that it may be desirable to provide for the issuance of an additional parity note or notes (the "Parity Note") during the Repayment Fiscal Year, the principal and interest on which will be secured by Pledged Revenues, hereinafter defined, on a parity with the Note; and

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

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

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

Section 2. Authorization of Issuance. This Board hereby determines to borrow, and, to the extent required by the Act, requests the Board of Supervisors of the County to borrow on behalf of the District, solely for the purpose of anticipating taxes, income, revenue, cash receipts and other moneys to be received, accrued or held by the District and provided for or attributable to the Repayment Fiscal Year, and not pursuant to any common plan of financing of the District, by the issuance by the Board of Supervisors of the County, in the name of the District, the Note, which may be issued in one or more series, in a combined amount not to exceed the Principal Amount under Sections 53850 *et seq.* of the Act, designated the "Orange Unified School District 2010-11 Tax and Revenue Anticipation Note" with an appropriate series designation if more than one series is issued, to be issued in the form of fully registered notes, to be dated the date of delivery to the respective initial purchaser thereof, to mature (with or without option of prior redemption at the election of the District) not more than 15 months after each such delivery date on a date indicated on the face thereof and determined in the related Pricing Confirmation (as it pertains to each series, the "Maturity Date"), and to bear interest,

payable on the respective Maturity Date, and, if such Maturity Date is more than 12 months from the date of issuance, the interim interest payment date set forth in the related Pricing Confirmation, and computed upon the basis of a 360-day year consisting of twelve 30-day months, at a rate or rates, if more than one Note is issued, not to exceed twelve percent (12%) per annum, as determined at the time of the sale of the respective Note (as it pertains to each series, the "Note Rate").

If the respective Note as evidenced and represented by the Series of Note Participations is secured in whole or in part by a Credit Instrument and is not paid at maturity or is paid (in whole or in part) by a draw under or claim upon a Credit Instrument which draw or claim is not fully reimbursed on such date, it shall become a Defaulted Note (as defined in the Trust Agreement), and the unpaid portion thereof (or the portion thereof with respect to which a Credit Instrument applies for which reimbursement on a draw or claim has not been fully made) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate (as defined in the Trust Agreement). If the respective Note as evidenced and represented by the Series of Note Participations is unsecured in whole or in part and is not fully paid at maturity, the unpaid portion thereof (or the portion thereof to which no Credit Instrument applies which is unpaid) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate. In each case set forth in the preceding two sentences, the obligation of the District with respect to such Defaulted Note or unpaid Note shall not be a debt or liability of the District prohibited by Article XVI, Section 18 of the California Constitution and the District shall not be liable thereon except to the extent of any available revenues provided for or attributable to the Repayment Fiscal Year, as provided in Section 8 hereof. The percentage of the respective Note as evidenced and represented by the Series of Note Participations to which a Credit Instrument, if any, applies (the "Secured Percentage") shall be equal to the amount of the Credit Instrument divided by the aggregate amount of unpaid principal of and interest on notes (or portions thereof) of all Issuers of notes comprising such Series of Note Participations, expressed as a percentage (but not greater than 100%) as of the Maturity Date. Both the principal of and interest on the Note shall be payable in lawful money of the United States of America, but only upon surrender thereof, at the corporate trust office of the Trustee.

The Note shall be issued in conjunction with the note or notes of one or more other Issuers as part of the Program and within the meaning of Section 53853 of the Act, upon the determination of the Authorized Officer at the time of sale of the Note that participation in such Program is in the best financial interests of the District or, alternatively, on a stand-alone basis (which may include on a composite basis offered simultaneously with the notes of other Issuers).

In the event (i) the Board of Supervisors of the County fails or refuses to authorize the issuance of the Note within forty-five calendar days following receipt of this Resolution or otherwise advises an Authorized District Representative that it has determined not to authorize the issuance of the Note or (ii) the Act is amended to permit the issuance of the Note by the District without requiring the District to first request the County to issue the Note on its behalf, this Board hereby authorizes issuance of the Note, in the District's name, pursuant to the terms stated in the preceding paragraph and the terms stated hereafter.

Section 3. Form of Note. The Note shall be issued in fully registered form without coupons and shall be substantially in the form and substance set forth in (i) Exhibit A, if issued by the Board of Supervisors of the County, or (ii) Exhibit B, if issued by the District, each as attached hereto and by reference incorporated herein, the blanks in said forms to be filled in with appropriate words and figures.

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

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

(b) The offices of the Financial Advisor or Orrick, Herrington & Sutcliffe LLP ("Bond Counsel") is hereby fixed as the place, and the Superintendent, Deputy Superintendent or the Assistant Superintendent, Business Services of the Department or his or her designee (the "Representative"), in consultation with the Financial Advisor, shall fix a time with respect to each Series of Note Participations, not later than twelve months from the date of adoption of this resolution (each, a "Sale Date"), (i) at which bids will be received for the purchase of the respective Series of Note Participations, subject to the terms and conditions of the respective Official Notice of Sale, substantially in the form of the Official Notice of Sale presented to this meeting or otherwise to the Board, provided that the presentation, receipt and analysis of bids may be specified to be conducted through the services of an electronic bidding service or other agent for service satisfactory to the Representative, or (ii) otherwise pursuant to the Purchase Agreement; provided, however, in the event an Authorized District Representative identified in Section 14 hereof decides it is in the best interest of the District to sell the Note pursuant to a private placement, an Authorized District Representative may approve a different form of one or more Purchase Agreements and/or Pricing Confirmation.

The Financial Advisor and/or Bond Counsel are hereby authorized and directed, in connection with the solicitation of competitive bids for the Note, to open the bids or otherwise cause the presentation of bids presented via electronic means at the time and place specified in said Official Notice of Sale and to present the same to the Representative. The Financial Advisor and/or Bond Counsel are hereby authorized and directed to receive and record the receipt of all bids made pursuant to said Official Notice of Sale, to cause said bids to be

examined for compliance with said Official Notice of Sale, to cause computations to be made as to which bidder has bid the lowest true interest cost to the Issuers of the applicable Series of Note Participations and to present such bids to the Representative, as provided in said Official Notice of Sale, along with a report as to the foregoing and any other matters deemed pertinent to the award of the Note Participations and proceedings for the issuance thereof; and, in connection with the foregoing, to utilize the services of an electronic bidding service or other agent for service satisfactory to the Representative.

The Representative is authorized to award each Series of the Note Participations under the terms and conditions stated in the Official Notice of Sale to the bidder with the best bid therefore determined in accordance with said Official Notice of Sale and in accordance with the Pricing Confirmation confirming the award of the Note Participations under the terms and conditions stated in the respective Official Notice of Sale including, without limitation, the interest rate and price, and the form of the Pricing Confirmation substantially in the form and substance set forth in Exhibit C attached hereto is hereby approved. The Authorized Officers are each hereby authorized and directed to execute and deliver the Pricing Confirmation in substantially said form, with such changes thereto as an Authorized Officer shall approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; provided, however, that the interest rate on the Note shall not exceed twelve percent (12%) per annum and the aggregate Principal Amount of the Note shall not exceed \$25,000,000.

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

(c) If an Authorized Officer notifies the Representative that based upon advice of the Financial Advisor and the results of other comparable sales of short-term obligations or similar indicia, it is in the best interests of the District to negotiate the sale of its Note, then such Note as evidenced and represented by the related Series of Note Participations shall be sold to the Underwriter pursuant to the terms and provisions of the Purchase Agreement and as provided in this subsection (c). The form of the Purchase Agreement presented to this meeting or otherwise to the Board is hereby approved. The Authorized Officers are each hereby authorized and directed to execute and deliver the Pricing Confirmation evidencing sale of the Series of Note Participations which evidence and represent interests of the owners thereof in the Note to such Underwriter and, if applicable, the Purchase Agreement, each in substantially said form, with such changes thereto as such Authorized Officer shall approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; provided, however, that the interest rate on the Note shall not exceed twelve percent (12%) per annum, and that the District's *pro rata* share of underwriter's discount on the Note, if applicable, shall not exceed one percent (1.0%) of the Principal Amount of such Series; provided further, that there shall be no Underwriter's discount in the event of a private placement of the Series of Note Participations, but such private placement shall be subject to a placement fee to be approved by an Authorized District Representative. Delivery of an executed copy of the Pricing Confirmation by fax or telecopy shall be deemed effective execution and delivery for all purposes.

(d) If the Authorized Officer does not elect to participate in a program to pool the Note with notes of other Issuers, the Note shall be sold competitively or to the Underwriter pursuant to the terms and provisions of a purchase agreement substantially similar in scope and content to the Purchase Agreement presented to this meeting or otherwise to the Board, separately upon determination and written direction of the Authorized Officer. The County Officer (as defined in Section 9 hereof) is hereby authorized and directed to execute and deliver such Purchase Agreement with such changes as such County Officer shall approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; provided, however, that the interest rate on the Note shall not exceed twelve percent (12%) per annum, and that the underwriter's discount on the Note, shall not exceed one percent (1.0%) of the Principal Amount of the Note; provided further, that there shall be no Underwriter's discount in the event of a private placement of the Series of Note Participations, but such private placement shall be subject to a placement fee to be approved by an Authorized District Representative. Delivery of an executed copy of the Pricing Confirmation by fax or telecopy shall be deemed effective execution and delivery for all purposes.

(e) The District reserves the right to cancel its participation in the South Coast Local Education Agencies Pooled Tax and Revenue Anticipation Note Program until one day prior to the date the respective Series of Note Participations shall be offered for sale; provided the District shall not cancel its participation in the South Coast Local Education Agencies Pooled Tax and Revenue Anticipation Note Program with respect to the Note on or after the respective sale date thereof; and provided further that the District acknowledges that following the adoption of this Resolution, substantial work will be undertaken upon the District's behalf by the Financial Advisor, Bond Counsel and Disclosure Counsel (each as defined herein) and in consideration of the sharing of costs among of all Issuers, the District hereby authorizes the payment of its costs of issuance in the event that the Note is sold on a stand-alone basis and, as applicable, its *pro rata* portion of the Program's aggregate costs, not to exceed \$145,000 as approved by the Representative in the event that the respective Series of Note Participations shall be executed and delivered, it being understood that no such costs will be due in the event that the respective Series of Note Participations shall not be executed and delivered.

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

The form of Trust Agreement presented to this meeting or otherwise to the Board is hereby approved, and the Authorized Officer is hereby authorized and directed to execute and deliver the Trust Agreement together with a Credit Agreement consistent with the general terms of the Trust Agreement, if applicable (which Credit Agreement shall be identified in the Pricing Confirmation, in substantially one or more of said forms, with a substantially final form of Credit Agreement delivered to the Authorized Officer concurrent with the Pricing Confirmation), and an undertaking with respect to continuing disclosure (the "Continuing Disclosure Agreement")

as required by Rule 15c2-12(b)(5), promulgated by the Securities and Exchange Commission (the "Rule") (which undertaking may be set forth in the Trust Agreement), and each with such changes therein as said officer shall require or approve, such approval of this Board and such officer to be conclusively evidenced by the execution of the Trust Agreement, Continuing Disclosure Agreement, if applicable, the Pricing Confirmation and the Credit Agreement, if any. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement. The Authorized Officer is hereby authorized and directed to comply with and carry out all of the provisions of the Trust Agreement with respect to continuing disclosure; provided however, that failure of the District to comply with the Continuing Disclosure Agreement shall not be considered an Event of Default hereunder or under the Trust Agreement. Any Credit Agreement identified in the Pricing Confirmation but not at this time before the Board shall include reasonable and customary terms and provisions relating to fees, increased costs of the Credit Provider payable by the District, negative and affirmation covenants of the District and events of default. The proposed form of preliminary offering document, which may be a preliminary official statement, preliminary private offering memorandum or preliminary limited offering memorandum (the "Preliminary Official Statement") relating to the Series of Note Participations, in substantially the form presented to this meeting or otherwise to the Board, is hereby approved with such changes, additions, completion and corrections as any Authorized District Representative may approve, and the Financial Advisor (and/or Underwriter, if any) is hereby authorized and directed to cause to be delivered in printed and/or electronic form to prospective purchasers or bidders the Preliminary Official Statement and the Official Notice of Sale, as applicable, in connection with the offering and sale of the Series of Note Participations. Such Preliminary Official Statement, together with any supplements or amendments thereto, shall be in a form "deemed final" by the District for purposes of the Rule, unless otherwise exempt, but is subject to revision, amendment and completion in a final official statement, private offering memorandum or limited offering memorandum (the "Official Statement"). The Official Statement in substantially said form is hereby authorized and approved, with such changes therein as any Authorized District Representative may approve. The Authorized District Representative is hereby authorized and directed, at or after the time of the sale of any Series of Note Participations, for and in the name and on behalf of the District, to execute a final Official Statement in substantially the form of the Preliminary Official Statement presented to this meeting, with such additions thereto or changes therein as the Authorized District Representative may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

The Authorized Officer is hereby authorized and directed to provide the Financial Advisor (and/or Underwriter, if any) with such information relating to the District as they shall reasonably request for inclusion in the Preliminary Official Statement. Upon inclusion of the information relating to the District in the Preliminary Official Statement, the Authorized Officer is hereby authorized and directed to provide certification deeming such Preliminary Official Statement as of its date final within the meaning of the Rule, except for certain omissions permitted by the Rule; *provided* that no representation is made as to the information contained in the Preliminary Official Statement relating to the other Issuers or any Credit Provider. If, at any time prior to the execution of the related Pricing Confirmation, any event occurs as a result of which the information contained in the Preliminary Official Statement relating to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not

misleading, the District shall promptly notify the Financial Advisor (and/or the Underwriter, if any).

The Trustee is authorized and directed to execute, on behalf of the District, Note Participations evidencing and representing interests of the owners thereof in the related series of notes pursuant to the terms and conditions set forth in the Trust Agreement, in the aggregate principal amount specified in the Trust Agreement, and substantially in the form and otherwise containing the provisions set forth in the form of the Note Participations contained in the Trust Agreement or applicable Trust Agreement if more than one Series is issued. When so executed, the Note Participations shall be delivered by the Trustee to the purchaser or purchasers thereof upon payment of the respective purchase price therefor, pursuant to the terms of the Trust Agreement. The District agrees to pay or cause to be paid, in addition to the amounts payable under the Note, any fees or expenses of the Trustee pursuant to the Trust Agreement.

Subject to Section 8 hereof, the District hereby agrees that if its respective Note as evidenced and represented by a Series of Note Participations shall become a Defaulted Note, the unpaid portion thereof or the portion to which a Credit Instrument applies for which no reimbursement on a draw or claim has been made shall be deemed outstanding and shall not be deemed to be paid until (i) the Credit Provider providing a Credit Instrument with respect to the Series of Note Participations, and therefore, if applicable, all or a portion of the District's Note, if any, has been reimbursed for any drawings or payments made under the Credit Instrument with respect to the Note, including interest accrued thereon, as provided therein and in the applicable Credit Agreement, and (ii) the holders of the Series of the Note Participations which evidence and represent the respective Note are paid the full principal amount represented by the unsecured portion of the respective Note plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. For purposes of clause (ii) of the preceding sentence, holders of the Series of Note Participations will be deemed to have received such principal amount upon deposit of such moneys with the Trustee.

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

Section 6. No Joint Obligation; Owners' Rights. Each Note shall be marketed and sold on either a stand-alone basis (which may include on a composite basis offered simultaneously with the notes of other Issuers) or simultaneously with the notes of other Issuers, if any, and aggregated and combined with notes of other Issuers participating in the Program into

a Series of Note Participations evidencing and representing an interest in several, and not joint, obligations of each such Issuer. The obligation of the District to Owners is a several and not a joint obligation and is strictly limited to the District's repayment obligation under this Resolution, the resolution of the County providing for the issuance of the Note, if applicable, and the Note as evidenced and represented by such Series of Note Participations.

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

The provisions of this Section 6 apply equally to a Parity Note, if any, as if referred to herein, in the event that the Authorized Officer determines at the time of issuance of the Parity Note that participation in a pool or program similar to the Program or, alternatively, the issuance of a Parity Note on a stand-alone basis, depending on market conditions, is in the best financial interests of the District.

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

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

If the Authorized Officer does not elect to participate in a program to pool the Note with notes of other Issuers, then proceeds of the sale of the Note shall be deposited in a separate fund of the District hereby designated the "2010 Tax and Revenue Anticipation Note Proceeds Fund" (herein called the "Proceeds Fund") which fund shall be established with the

Orange County Treasurer (the "County Treasurer") at the time of issuance of the respective Note.

All moneys in the Proceeds Fund shall be invested in the Orange County Treasurer's Money Market Educational Investment Pool or, at the written direction of the District, in investments permitted and authorized for such funds, and the proceeds of such investments shall be retained in the Proceeds Fund. Amounts in the Proceeds Fund may be withdrawn and expended by the District for any purpose for which the District is authorized to expend funds from the General Fund of the District.

The provisions of this Section 7 apply equally to a Parity Note, if any, as if referred to herein, in the event that the Authorized Officer determines at the time of issuance of the Parity Note that participation in a pool or program similar to the Program or, alternatively, the issuance of a Parity Note on a stand-alone basis, depending on market conditions, is in the best financial interests of the District.

Section 8. Source of Payment. (a) The principal amount of the Note, together with the interest thereon, shall be payable from taxes, income, revenue (including, but not limited to, revenue from the State and federal governments), cash receipts and other moneys which are received, accrued or held by the District and provided for or attributable to the Repayment Fiscal Year and which are available for payment thereof, with the Note of each Series of the District to be payable on a parity basis with the other. As security for the payment of the principal of and interest on the Note and the amount, if any, owed to the Credit Provider, the District hereby pledges certain Unrestricted Revenues (as hereinafter provided, the "Pledged Revenues") which are received, accrued or held by the District and provided for or attributable to the Repayment Fiscal Year, and the principal of the Note and the interest thereon shall constitute a first lien and charge thereon and shall be payable from the first moneys received by the District from such Pledged Revenues and, to the extent not so paid, shall be paid from any other taxes, income, revenue, cash receipts and other moneys of the District lawfully available therefor (all as provided for in Sections 53856 and 53857 of the Act). The term "Unrestricted Revenues" shall mean all taxes, income, revenue (including, but not limited to, revenue from the State and federal governments), cash receipts, and other moneys, which are generally available for the payment of current expenses and other obligations of the District. The Noteholders, Owners and Credit Provider, if any, shall have a first lien and charge on such Pledged Revenues as herein provided. Notwithstanding the foregoing the terms "Unrestricted Revenues" and "Pledged Revenues" shall exclude moneys which, when received by the District, will be encumbered for a special purpose unless an equivalent amount of the proceeds of the Note is set aside and used for said special purpose. The District may incur indebtedness secured by a pledge of its Pledged Revenues subordinate to the pledge of Pledged Revenues hereunder and may issue subordinate tax and revenue anticipation notes pursuant to separate resolution of the Board.

In order to effect the pledge referred to in the preceding paragraph with respect to the Note, the District agrees to the establishment and maintenance of the Payment Account as a special fund of the District (the "Payment Account") by the Trustee as the responsible agent to maintain such fund until the payment of the principal of the Note and the interest thereon, and the District agrees to cause to be deposited (and the District or the Representative shall request specific amounts from the District's funds on deposit with the County Treasurer for such

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

The Authorized Officer is hereby authorized to approve the determination of the Repayment Months and percentages of the principal and interest due on the related series of notes at maturity required to be on deposit in the Payment Account in each Repayment Month, all as specified in the related Pricing Confirmation, by executing and delivering the related Pricing Confirmation, such execution and delivery to be conclusive evidence of approval by this Board and such Authorized Officer; provided, however, that the maximum number of Repayment Months shall be six and the amount of Pledged Revenues required to be deposited in any one Repayment Month be stated as a percentage of the principal and interest due on such series of Note at maturity. In the event that on the last Business Day (as defined in the Trust Agreement) of each such Repayment Month, the District has not received sufficient Unrestricted Revenues to permit the deposit into the Payment Account of the full amount of Pledged Revenues to be deposited in the Payment Account from said Unrestricted Revenues in said month, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the payment of the principal of the Note and the interest thereon, as and when such other moneys are received or are otherwise legally available; and in connection therewith, the District authorizes the County Treasurer to transfer any District funds then held or later received by the County Treasurer, to the Trustee for deposit into the District's Payment Account to make up any such deficiency.

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

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

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

(d) Moneys in the Proceeds Subaccount and the Payment Account shall be invested by the Trustee pursuant to the Trust Agreement in investment agreement(s) and/or other Permitted Investments as described in and under the terms of the Trust Agreement and as designated in the related Pricing Confirmation. In the event the District designates an investment agreement or investment agreements as the investments in the related Pricing Confirmation, the District hereby directs the Trustee to invest such funds pursuant to the investment agreement or investment agreements (which shall be with a provider rated in one of the two highest long-term rating categories by the rating agency or agencies then rating the Note Participations, and acceptable to the Credit Provider, if any, and the particulars of which pertaining to interest rate and investment provider will be set forth in the related Pricing Confirmation) and authorizes the Trustee to enter into such investment agreement on behalf of the District. The District's funds shall be accounted for separately and the obligation of the provider of the investment agreement with respect to the District under the investment agreement shall be severable. Any such investment by the Trustee shall be for the account and risk of the District and the District shall not be deemed to be relieved of any of its obligations with respect to the Note, the Predefault Obligations or Reimbursement Obligations, if any, by reason of such investment of the moneys in its Proceeds Subaccount and Payment Account.

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

Anything herein to the contrary notwithstanding, the District may at any time during the Repayment Fiscal Year issue a Parity Note, or provide for the issuance of a Parity Note by the County on its behalf, secured by a first lien and charge on Pledged Revenues; provided that (i) the District shall have received confirmation from each rating agency rating the outstanding Note or Series of Note Participations related to the Note, that the issuance of such Parity Note (or related series of note participation if sold into a pool) will not cause a reduction or withdrawal of such rating agency's rating on the outstanding Note or Series of Note Participations related to the Note, (ii) the maturity date of any such Parity Note shall be later than the Maturity Date of the outstanding Note and (iii) the District shall have received the written consent of the Credit Provider, if any, to the issuance of the Parity Note. In the event that the District issues a Parity Note, or provides for the issuance of a Parity Note by the County on its behalf, the District shall make appropriate deposits into the Payment Account with respect to such Parity Note, and in such event, the Payment Account shall also be held for the benefit of the holders of the Parity Note.

Section 9. Execution of Note. Any one of the County Treasurer, or, in the absence of said officer, his or her duly appointed assistant, the Chairperson of the Board of Supervisors of the County or the Auditor (or comparable financial officer) of the County (each, a "County Officer") shall be authorized to execute the Note by manual or facsimile signature and the Clerk of the Board of Supervisors of the County or any Deputy Clerk shall be authorized to countersign the Note by manual or facsimile signature and to affix the seal of the County to the

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

Section 10. Representations and Covenants.

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

(A) The District is a political subdivision duly organized and existing under and by virtue of the laws of the State of California and has all necessary power and authority to (i) adopt this Resolution and perform its obligations under this Resolution, (ii) enter into and perform its obligations under the Trust Agreement, the Pricing Confirmation, the District Certificate (as defined herein), the Credit Agreement, if any, and the Purchase Agreement, if any, (iii) authorize the County to issue the Note on its behalf and, if applicable, (iv) issue the Note.

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

(C) The issuance of the Note of each Series, the adoption of this Resolution and the execution and delivery of the Trust Agreement, the Pricing Confirmation, the District Certificate, the Credit Agreement, if any, and the Purchase Agreement, if any, and compliance with the provisions hereof and thereof, will not conflict with or violate any law, administrative regulation, court decree, resolution, charter, by-laws or other agreement to which the District is subject or by which it is bound.

(D) Except as may be required under blue sky or other securities law of any state, there is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory authority having jurisdiction over the District required for the issuance and sale of the Note or the consummation by the District of the other transactions contemplated by

this Resolution except those the District shall obtain or perform prior to or upon the issuance of the Note.

(E) The District has (or will have prior to the issuance of the Note of each Series) duly, regularly and properly adopted a preliminary budget for the Repayment Fiscal Year setting forth expected revenues and expenditures and has complied with all statutory and regulatory requirements with respect to the adoption of such budget. The District hereby covenants that it will (i) duly, regularly and properly prepare and adopt its final budget for the Repayment Fiscal Year, (ii) if requested, provide to the Financial Advisor, the Credit Provider, if any, and the Underwriter (or owner of the Series of Note Participations in the event of a private placement) if any, promptly upon adoption, copies of such final budget and of any subsequent revisions, modifications or amendments thereto and (iii) comply with all applicable law pertaining to its budget.

(F) The sum of the principal amount of the District's Note plus the interest payable thereon, on the date of its issuance, will not exceed fifty percent (50%) of the estimated amounts of the District's uncollected taxes, income, revenue (including, but not limited to, revenue from the State and federal governments), cash receipts, and other moneys to be received by the District for the general fund of the District provided for or attributable to the Repayment Fiscal Year all of which will be legally available to pay principal of and interest on the Note.

(G) The County has experienced an *ad valorem* property tax collection rate of not less than eighty-five percent (85%) of the average aggregate amount of *ad valorem* property taxes levied within the District in each of the last five fiscal years for which information is available, and the District, as of the date of adoption of this Resolution and on the date of issuance of the Note, reasonably expects the County to collect at least eighty-five percent (85%) of such amount for the Repayment Fiscal Year.

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

(I) The District's most recent audited financial statements present fairly the financial condition of the District as of the date thereof and the results of operation for the period covered thereby. Except as has been disclosed to the Financial Advisor and the Underwriter, if any, and the Credit Provider, if any, and as set forth in the Preliminary Official Statement and to be set forth in the final Official Statement, there has been no material change in the financial condition of the District since the date of such audited financial statements that will in the reasonable opinion of the District materially impair its ability to perform its obligations under this Resolution and the Note. The District agrees to furnish to the Financial Advisor, the Underwriter (or holders of the Series of Note Participations in the event of a private placement), the Trustee and the Credit Provider, if any, promptly, from time to time, such information regarding the operations, financial condition and property of the District as such party may reasonably request.

(J) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, arbitrator, governmental or other board, body or official,

pending or, to the best knowledge of the District, threatened against or affecting the District questioning the validity of any proceeding taken or to be taken by the District in connection with the Note, the Trust Agreement, the Pricing Confirmation, the District Certificate, the Purchase Agreement, if any, or this Resolution, or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the District of any of the foregoing, or wherein an unfavorable decision, ruling or finding would have a materially adverse effect on the District's financial condition or results of operations or on the ability of the District to conduct its activities as presently conducted or as proposed or contemplated to be conducted, or would materially adversely affect the validity or enforceability of, or the authority or ability of the District to perform its obligations under, the Note, the Trust Agreement, the Purchase Agreement, if any, the Credit Agreement, if any, or this Resolution.

(K) The District will not directly or indirectly amend, supplement, repeal, or waive any portion of this Resolution (i) without the consent of the Credit Provider, if any, or (ii) in any way that would materially adversely affect the interests of the Noteholders or Note Participation Owners.

(L) Upon issuance of the Note, the Note, the Trust Agreement, if any, and this Resolution will constitute legal, valid and binding agreements of the District, enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy or other laws affecting creditors' rights, the application of equitable principles if equitable remedies are sought, the exercise of judicial discretion in appropriate cases and the limitations on legal remedies against public entities, as applicable, in the State of California.

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

(N) Except for a Parity Note, if any, pursuant to Section 8 hereof, the District shall not incur any indebtedness secured by a pledge of its Unrestricted Revenues unless such pledge is subordinate in all respects to the pledge of Pledged Revenues hereunder.

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

(P) As a condition to the issuance of the Note, and of each Note, the District will either (1) then not have a negative or qualified certification applicable to Fiscal Year 2008-09 or Fiscal Year 2009-10 within the meaning of Section 42133 of the Education Code of the State of California or (2) if the District does then have a negative or qualified certification applicable to Fiscal Year 2008-09 or Fiscal Year 2009-10 within the meaning of Section 42133 of the Education Code, the District shall provide to the Financial Advisor and Bond Counsel the written determination by the County Superintendent of Schools that the repayment of the Note is probable within the meaning of Section 42133 of the Education Code.

(Q) The District funded its Reserve for Economic Uncertainties for Fiscal Year 2009-10 in at least the minimum amount recommended, and will fund its Reserve for Economic Uncertainties for Fiscal Year 2010-11 in at least the minimum amount recommended by the State Superintendent of Public Instruction.

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

Section 11. Tax Covenants. (a) The District will not take any action or fail to take any action if such action or failure to take such action would adversely affect the exclusion from gross income of the interest payable on the Note under Section 103 of the Internal Revenue Code of 1986 (the "Code"). Without limiting the generality of the foregoing, the District will not make any use of the proceeds of the Note or any other funds of the District which would cause the Note to be an "arbitrage bond" within the meaning of Section 148 of the Code, a "private activity bond" within the meaning of Section 141(a) of the Code, or an obligation the interest on which is subject to federal income taxation because it is "federally guaranteed" as provided in Section 149(b) of the Code. The District, with respect to the proceeds of the Note, will comply with all requirements of such sections of the Code and all regulations of the United States Department of the Treasury issued or applicable thereunder, including without limitation, as set forth in the provisions of a certificate or certificates of the District (the "District Certificate") regarding certain tax provisions, to the extent that such requirements are, at the time, applicable and in effect.

(b) The District hereby (i) represents that the aggregate face amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and to be issued by the District during calendar year 2010, including the Note, is not reasonably expected to exceed \$5,000,000, provided that such amount shall be increased by the lesser of \$10,000,000 or the aggregate face amount of such tax-exempt obligations as are attributable to financing capital expenditures for public school facilities, or in the alternative, (ii) covenants that the District will take all legally permissible steps necessary to ensure that all of the gross proceeds of the Note will be expended no later than the day that is six months after the respective dates of issuance of the Note so as to satisfy the requirements of Section 148(f)(4)(B) of the Code.

(c) Notwithstanding any other provision of this Resolution to the contrary, upon the District's failure to observe, or refusal to comply with, the covenants contained in this Section 11, no one other than the holders or former holders of the Note, the Owners or the

Trustee on their behalf shall be entitled to exercise any right or remedy under this Resolution on the basis of the District's failure to observe, or refusal to comply with, such covenants.

(d) The covenants contained in this Section 11 shall survive the payment of the Note.

Section 12. Events of Default and Remedies.

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

(a) Failure by the District to make or cause to be made the deposits to the Payment Account or any other payment required to be paid hereunder on or before the date on which such deposit or other payment is due and payable;

(b) Failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Resolution, for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the District by the Trustee, or the Credit Provider, if applicable, unless the Trustee and the Credit Provider shall agree in writing to an extension of such time prior to its expiration;

(c) Any warranty, representation or other statement by or on behalf of the District contained in this Resolution, the Pricing Confirmation, the District Certificate, the Purchase Agreement, if any, or in any certificate, requisition or any Financial Report or Deficiency Report delivered by the District or in any instrument furnished in compliance with or in reference to this Resolution or the Purchase Agreement or in connection with the Note, is false or misleading in any material respect;

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

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

(f) The District admits insolvency or bankruptcy or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation a receiver, liquidation or trustee) of the District or any of its property is appointed by court order or takes possession thereof and such order

remains in effect or such possession continues for more than 30 days, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Owners' interests; and

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

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

(a) Without declaring the Note to be immediately due and payable, require the District to pay to the Trustee, for deposit into the Payment Account of the District, an amount equal to the principal of the Note and interest thereon to maturity, plus all other amounts due hereunder, and upon notice to the District the same shall become immediately due and payable by the District without further notice or demand; and

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

Notwithstanding the foregoing, if the District's Note is secured in whole or in part by a Credit Instrument, as long as the Credit Provider has not failed to comply with its payment obligations under the Credit Instrument, the Credit Provider shall have the right to direct the remedies upon any Event of Default hereunder so long as such action will not materially adversely affect the rights of any Owner, and the Credit Provider's prior consent shall be required to any remedial action proposed to be taken by the Trustee hereunder, except that nothing contained herein shall affect or impair the right of action of any Owner of a Note Participation to institute suit directly against the District to enforce payment of the obligations evidenced and represented by such Owner's Note Participation.

If the Credit Provider is not reimbursed on the Maturity Date for the drawing or payment, as applicable, used to pay principal of and interest on the Note of the related Series due to a default in payment on the Note of the related Series by the District, as provided in the related Trust Agreement, or if any portion of the principal of or interest on the Note remains unpaid after the Maturity Date, the Note shall be a Defaulted Note, the unpaid portion thereof or the portion to which a Credit Instrument applies for which no reimbursement on a draw or claim has been made shall be deemed outstanding and shall bear interest at the Default Rate until the District's obligation on the Defaulted Note is paid in full or payment is duly provided for, all subject to Section 8 hereof.

Section 13. Trustee. The Trustee is hereby appointed as paying agent, registrar and authenticating agent for the Note. The District hereby directs and authorizes the payment by the Trustee of the interest on and principal of the Note when such become due and

payable, from the Payment Account held by the Trustee in the name of the District in the manner set forth herein. The District hereby covenants to deposit funds in such account at the time and in the amount specified herein to provide sufficient moneys to pay the principal of and interest on the Note on the day on which it matures. Payment of the Note shall be in accordance with the terms of the Note and this Resolution.

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

Section 14. Approval of Actions. The aforementioned officers of the County or the District, as applicable, are hereby authorized and directed to execute the Note and cause the Trustee to authenticate and accept delivery of the Note, pursuant to the terms and conditions of this Resolution and the Trust Agreement. All actions heretofore taken by the officers and agents of the County, the District or this Board with respect to the sale and issuance of the Note and participation in the Program are hereby approved, confirmed and ratified and the officers and agents of the County and the officers of the District are hereby authorized and directed, for and in the name and on behalf of the District, to do any and all things and take any and all actions and execute any and all certificates, agreements and other documents which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Note in accordance with, and related transactions contemplated by, this Resolution. The officers of the District referred to above in Section 4 hereof, the Representative and the officers of the County referred to above in Section 9 hereof, are each hereby designated as an "Authorized District Representative" under the Trust Agreement.

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

Subject to Section 8 hereof, the District hereby agrees that if the respective Note as evidenced and represented by the Series of Note Participations shall become a Defaulted Note, the unpaid portion thereof or the portion to which a credit instrument applies for which no

reimbursement on a draw or claim has been made shall be deemed outstanding and shall not be deemed to be paid until (i) the credit provider providing a credit instrument with respect to the Series of Note Participations, and therefore, if applicable, all or a portion of the District's Note, if any, has been reimbursed for any drawings or payments made under the credit instrument with respect to the Note, including interest accrued thereon, as provided therein and in the applicable Credit Agreement, and (ii) as and if provided in the Trust Agreement, the holders of the Series of the Note Participations which evidence and represent the Note are paid the full principal amount represented by the unsecured portion of the Note plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. For purposes of clause (ii) of the preceding sentence, holders of the Series of Note Participations will be deemed to have received such principal amount upon deposit of such moneys with the Trustee.

Section 16. Proceedings Constitute Contract. The provisions of the Note and of this Resolution shall constitute a contract between the District and the registered owner of the Note and the Credit Provider, if any, and such provisions shall be enforceable by mandamus or any other appropriate suit, action or proceeding at law or in equity in any court of competent jurisdiction, and shall be irreparable.

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

Section 18. Submittal of Resolution to County. To the extent required by law, the Secretary of the Board of Education of the District is hereby directed to submit one certified copy each of this Resolution to the Clerk of the Board of Supervisors of the County, to the County Treasurer and to the County Superintendent of Schools.

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

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

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

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

Section 23. Effective Date. This Resolution shall take effect from and after its date of adoption.

FURTHER THEREFORE, BE IT RESOLVED, that the Governing Board of the Orange Unified School District authorizes the Superintendent or the Superintendent's designee to undertake all actions required for the borrowing of funds for Fiscal Year 2010-11 and the issuance and sale of one or more series of 2010-11 Tax and Revenue Anticipation Notes (TRANs) in an amount not to exceed \$25,000,000, and participation in the South Coast Local Education Agencies Pooled Tax and Revenue Anticipation Note Program, and request the Board of Supervisors of the County to issue and sell said notes.

PASSED AND ADOPTED this 27th day of May, 2010

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

John Ortega, President of the Board
Orange Unified School District

EXHIBIT A

FORM OF NOTE

ORANGE UNIFIED SCHOOL DISTRICT

COUNTY OF ORANGE, CALIFORNIA

2010-11 TAX AND REVENUE ANTICIPATION NOTE, SERIES __ - __*/

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

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

FOR VALUE RECEIVED, the Orange Unified School District (the "District"), located in the County of Orange, California (the "County"), acknowledges itself indebted to and promises to pay to the registered owner identified above, or registered assigns, on the maturity date set forth above, the principal sum specified above in lawful money of the United States of America, and to pay interest thereon on each Interest Payment Date, as defined in the Trust

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

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

Agreement, at the rate of interest specified above (the "Note Rate"). Principal of and interest on this Note are payable in such coin or currency of the United States as at the time of payment is legal tender for payment of private and public debts, such principal to be paid upon surrender hereof at the principal corporate trust office of U.S. Bank National Association in Los Angeles, California, or its successor in trust (the "Trustee"). Interest is payable as specified in the Trust Agreement and shall be calculated on the basis of a 360-day year, consisting of twelve 30-day months, in like lawful money from the date hereof until the maturity date specified above and, if funds are not provided for payment at maturity, thereafter on the basis of a 360-day year for actual days elapsed until payment in full of said principal sum. Both the principal of and interest on this Note shall be payable only to the registered owner hereof upon surrender of this Note as the same shall fall due; provided, however, no interest shall be payable for any period after maturity during which the holder hereof fails to properly present this Note for payment. If the District fails to pay this Note when due or the Credit Provider (as defined in the Resolution hereinafter described), if any, is not reimbursed in full for the amount drawn on or paid pursuant to the Credit Instrument (as defined in the Resolution) to pay all or a portion of this Note on the date of such payment, this Note shall become a Defaulted Note (as defined and with the consequences set forth in the Resolution).

It is hereby certified, recited and declared that this Note (the "Note") represents the 2010-11 Tax and Revenue Anticipation Note, Series ___ - ___ issued for and in the name and on behalf of the District and authorized, executed and given pursuant to and by authority of certain resolutions of the Board of Education of the District and the governing board of the County duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (collectively, the "Resolution"), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees.

The principal of this Note, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts and other moneys which are received, accrued or held by the District for the general fund of the District and are provided for or attributable to the Fiscal Year ending June 30, 2011 (the "Repayment Fiscal Year"). As security for the payment of the principal of and interest on this Note, the District has pledged the first amounts of Unrestricted Revenues of the District received in the sequentially numbered Repayment Months set forth on the face hereof (and any amounts received thereafter provided for or attributable to the Repayment Fiscal Year) until the amount on deposit in the Payment Fund (as defined in the Resolution) in each such month, taking into consideration anticipated earnings thereon to be received by the maturity date, is equal to the corresponding percentages of principal of and interest due on this Note at maturity set forth on the face hereof (such pledged amounts being hereinafter called the "Pledged Revenues"), and the principal of this Note and the interest thereon shall constitute a first lien and charge thereon and shall be payable from the Pledged Revenues, and to the extent not so paid shall be paid from any other moneys of the District lawfully available therefor as set forth in the Resolution. The County is not liable for payment of this Note. The full faith and credit of the District is not pledged to the payment of the principal or interest on this Note.

As provided in the Resolution, the District may provide for the issuance of a parity note or notes during the Repayment Fiscal Year, the principal and interest on which will be secured by Pledged Revenues on a parity with this Note.

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

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

IN WITNESS WHEREOF, the Board of Supervisors of the County has caused this Note to be executed by the manual or facsimile signature of a duly authorized officer of the County and countersigned by the manual or facsimile signature of its duly authorized officer.

COUNTY OF ORANGE

By _____ **[SPECIMEN COPY]** _____
Title:

Countersigned

By _____ **[SPECIMEN COPY]** _____
Title:

EXHIBIT B

FORM OF NOTE

ORANGE UNIFIED SCHOOL DISTRICT

COUNTY OF ORANGE, CALIFORNIA

2010-11 TAX AND REVENUE ANTICIPATION NOTE, SERIES __ - __*/

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

REGISTERED OWNER: U.S. BANK NATIONAL ASSOCIATION

PRINCIPAL AMOUNT:

FOR VALUE RECEIVED, the Orange Unified School District (the "District"), located in the County of Orange, California (the "County"), acknowledges itself indebted to and promises to pay to the registered owner identified above, or registered assigns, on the maturity date set forth above, the principal sum specified above in lawful money of the United States of America, and to pay interest thereon on each Interest Payment Date, as defined in the Trust Agreement, at the rate of interest specified above (the "Note Rate"). Principal of and interest on this Note are payable in such coin or currency of the United States as at the time of payment is legal tender for payment of private and public debts, such principal to be paid upon surrender hereof at the principal corporate trust office of U.S. Bank National Association in Los Angeles,

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

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

California, or its successor in trust (the "Trustee"). Interest is payable as specified in the Trust Agreement and shall be calculated on the basis of a 360-day year, consisting of twelve 30-day months, in like lawful money from the date hereof until the maturity date specified above and, if funds are not provided for payment at maturity, thereafter on the basis of a 360-day year for actual days elapsed until payment in full of said principal sum. Both the principal of and interest on this Note shall be payable only to the registered owner hereof upon surrender of this Note as the same shall fall due; provided, however, no interest shall be payable for any period after maturity during which the holder hereof fails to properly present this Note for payment. If the District fails to pay this Note when due or the Credit Provider (as defined in the Resolution hereinafter described), if any, is not reimbursed in full for the amount drawn on or paid pursuant to the Credit Instrument (as defined in the Resolution) to pay all or a portion of this Note on the date of such payment, this Note shall become a Defaulted Note (as defined and with the consequences set forth in the Resolution).

It is hereby certified, recited and declared that this Note (the "Note") represents the District's 2010-11 Tax and Revenue Anticipation Note, Series __-__ authorized, executed and given pursuant to and by authority of a resolution of the Board of Education of the District duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (the "Resolution"), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees.

The principal of this Note, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts and other moneys which are received, held or accrued by the District for the general fund of the District and are provided for or attributable to the Fiscal Year ending June 30, 2011 (the "Repayment Fiscal Year"). As security for the payment of the principal of and interest on this Note, the District has pledged the first amounts of Unrestricted Revenues of the District received in the sequentially numbered Repayment Months set forth on the face hereof (and any amounts received thereafter provided for or attributable to the Repayment Fiscal Year) until the amount on deposit in the Payment Fund (as defined in the Resolution) in each such month, taking into consideration anticipated earnings thereon to be received by the maturity date, is equal to the corresponding percentages of principal of and interest due on this Note at maturity set forth on the face hereof (such pledged amounts being hereinafter called the "Pledged Revenues"), and the principal of this Note and the interest thereon shall constitute a first lien and charge thereon and shall be payable from the Pledged Revenues, and to the extent not so paid shall be paid from any other moneys of the District lawfully available therefor as set forth in the Resolution. The County is not liable for payment of this Note. The full faith and credit of the District is not pledged to the payment of the principal or interest on this Note.

As provided in the Resolution, the District may provide for the issuance of a parity note or notes during the Repayment Fiscal Year, the principal and interest on which will be secured by Pledged Revenues on a parity with this Note.

The District and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal

hereof and interest due hereon and for all other purposes, and the District and the Trustee shall not be affected by any notice to the contrary.

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

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

ORANGE UNIFIED SCHOOL DISTRICT

By _____ [SPECIMEN COPY] _____
Title:

Countersigned

By _____ [SPECIMEN COPY] _____
Title:

EXHIBIT C

SOUTH COAST LOCAL EDUCATION AGENCIES POOLED TAX AND REVENUE ANTICIPATION NOTE PROGRAM NOTE PARTICIPATIONS, SERIES 2010__

PRICING CONFIRMATION

Orange Unified School District (the "Participant")

Principal Amount of Series __ - __ Note:	\$ _____
Interest Rate (Series __ - __ Note Rate):	____ %
Series __ - __ Maturity Date:	____, 2011
Principal Amount of Series __ - __ Note:	\$ _____
Interest Rate (Series __ - __ Note Rate):	____ %
Series __ - __ Maturity Date:	____, 2011
Purchase Date:	____, 2010
Closing Date:	____, 2010
Purchase Price:	\$ _____
Portion Deposited to Proceeds Subaccount:	\$ _____
Portion Deposited to Costs of Issuance Fund:	\$ _____

[Municipal Bond Insurer/Credit Instrument Provider: _____]

[Investment Agreement Provider: _____]

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

Series __ - __ Repayment Months:

First Repayment Month:	Percentage of total principal and interest due on Series __ - __ Note at maturity	%
Second Repayment Month:	Percentage of total principal and interest due on Series __ - __ Note at maturity	%
Third Repayment Month:	Percentage of total principal and interest due on Series __ - __ Note at maturity	%
Fourth Repayment Month:	Percentage of total principal and interest due on Series __ - __ Note at maturity	%
Fifth Repayment Month:	Percentage of total principal and interest due on Series __ - __ Note at maturity	%
Sixth Repayment Month:	Percentage of total principal and interest due on Series __ - __ Note at maturity	%

Series __-__ Repayment Months:

First Repayment Month:	Percentage of total principal and interest due on Series __-__ Note at maturity	%
Second Repayment Month:	Percentage of total principal and interest due on Series __-__ Note at maturity	%
Third Repayment Month:	Percentage of total principal and interest due on Series __-__ Note at maturity	%
Fourth Repayment Month:	Percentage of total principal and interest due on Series __-__ Note at maturity	%
Fifth Repayment Month:	Percentage of total principal and interest due on Series __-__ Note at maturity	%
Sixth Repayment Month:	Percentage of total principal and interest due on Series __-__ Note at maturity	%

The Participant hereby directs that immediately upon the delivery of the Note Participations, the Trustee shall, in accordance with Section 3.03 of the Trust Agreement, transfer all amounts on deposit in the Participant's Proceeds Subaccount to the Participant (in care of the Orange County Department of Education (the "Department")) for deposit to the credit of the Participant in the Orange County Treasurer's Orange County Educational Investment Pool (the "Educational Pool"). It is acknowledged that the Participant has requested that the Orange County Treasurer (the "County Treasurer") establish an account within the Educational Pool for the deposit of amounts to the credit of such Participant's Payment Account, such fund to be generally designated the "Orange Unified School District Repayment Account."

Unless the Participant shall hereafter deliver written instruction to the Trustee to invest amounts on deposit in its Payment Account in a Permitted Investment other than the Orange Unified School District Repayment Account, the Trustee is hereby instructed to invest all amounts on deposit in such Payment Account on the last Business Day of each Repayment Month (or immediately upon the deposit with respect to such Repayment Month by the Participant) with the County Treasurer for deposit in the Orange Unified School District Repayment Account. The Trustee is hereby instructed to confirm the required deposits on the last Business Day of each Repayment Month with the County Treasurer and, as soon as practical (but in any event within five Business Days) notify the Participant and Moody's Investors Service of any failure of the Participant to make such deposit. The Participant, to the extent it has any interest in Orange Unified School District Repayment Account, hereby pledges, transfers, assigns and grants a lien on and a security interest in such fund to the Trustee for the benefit of the Owners.

Capitalized terms used but not defined herein shall have the meanings set forth in the Purchase Agreement submitted by _____, as further memorialized by this Pricing Confirmation, and the Trust Agreement dated as of _____ 1, 2010, by and among the Participant, U.S. Bank National Association, the Department, as Representative and the other Districts named therein.

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

ORANGE UNIFIED SCHOOL DISTRICT

By: _____ [SPECIMEN COPY] _____
Authorized Officer

SECRETARY'S CERTIFICATE

I, _____, Secretary of the Board of Education of the Orange Unified School District, hereby certify as follows:

The foregoing is a full, true and correct copy of a resolution duly adopted at a _____ meeting of the Board of Education duly and regularly held at the regular meeting place thereof on the _____ day of _____, 2010, of which meeting all of the members of said Board of Education had due notice and at which a majority thereof were present; and at said meeting said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

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

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

Dated: _____, 2010

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

TOPIC:	LIABILITY CLAIM No. 09/10-012
DESCRIPTION:	Negligence Claim
FISCAL IMPACT:	No fiscal impact at this time
RECOMMENDATION:	It is recommended that the Board of Education reject Liability Claim No. 09/10-012

TOPIC: **PERSONNEL REPORT**

DESCRIPTION: All actions listed in the Personnel Report, representing a cost to the District, have been reviewed by the Business Department and have been assigned a budget number. Appropriate funds exist in all budget areas presented in this Personnel Report. Some items on the report represent the maximum amount that could be encumbered for that item, the actual expenditure may be less, and in no instance will the expenditure be more than the requested amount without an additional request being generated.

This report may require actions for extra pay projects, separation from service, short-term employment, leaves of absence, change of status, and new hires. All requests are generated by individuals, school sites, or various District departments.

All of the above requests have been processed in accordance with the rules and regulations of the Board of Education and the applicable legal requirements of the State of California and the Orange County Department of Education.

FISCAL IMPACT: Certificated: \$49,726

Classified: \$14,218

RECOMMENDATION: It is recommended that the Board of Education approve the Personnel Report as presented.

CLASSIFIED AND CERTIFICATED PERSONNEL REPORT
CERTIFICATED PERSONNEL

	Name	Position	Administrative Unit	Schedule /Step/ Column	Rate	Eff. From	Date To	Comments	# of Units	Salary
LEAVE OF ABSENCE										
1	Hall, Jessica	Teacher	Canyon Rim/Appling			5/3/10	5/14/10	Unpaid/Child Care/w Benefits		
2	Hall, Jessica	Teacher	Canyon Rim/Appling				5/17/10	Return from Unpaid/FMLA		
SEPARATIONS										
1	Bracken, Susan	Teacher	Fletcher/Lu				6/17/10	Retirement		
2	Mandir, Lori	Teacher	Human Resources/Kissee				5/21/10	39 Month Reemployment List Expiration		
3	Mc Elroy, Wendy	Teacher	SpEd/Hanson				6/17/10	Retirement		
4	Weber, Deborah	Teacher	Fletcher/Lu				6/17/10	Retirement		
EXTRA PAY										
1	Arthur, Jennifer	Teacher	Orange HS/Johnson	stipend	784.00	1/11/10	5/31/10	Senior Class Advisor	1	784.00
2	Brian, Eileen	Teacher	Fairhaven/Truex	misc hrly rate	36.70	5/1/10	6/1/10	Family Science Night	1.5	55.05
3	Castillo, Patricia	Teacher	ROP/Reider	hrly rate	33.94	4/28/10	6/30/10	Tutor	60	2,036.40
4	Davidson, Ellen	Teacher	Prospect/Truex	misc hrly rate	36.70	4/17/10	5/1/10	EL Tutor	6	220.20
5	Davis-Berry, Rachel	Teacher	ROP/Reider	hrly rate	32.47	4/28/10	6/30/10	Tutor	40	1,298.80
6	Donaldson, Maribelle	Teacher	West Orange/Truex	misc hrly rate	36.70	4/20/10	5/30/10	Family Literacy Night	5	183.50
7	Eggelston, Douglas	Teacher	ROP/Reider	hrly rate	32.47	4/28/10	6/30/10	Tutor	40	1,298.80
8	Farthing, Dana	Teacher	West Orange/Truex	misc hrly rate	36.70	4/20/10	5/30/10	Family Literacy Night	5	183.50
9	Griggs, Carrie	Teacher	Riverdale/Thompson	stipend	390.00	5/25/10	5/28/10	Outdoor Science School	1	390.00
10	Harestad, Linda	Teacher	Fairhaven/Truex	misc hrly rate	36.70	5/1/10	6/1/10	Family Science Night	1.5	55.05
11	Judy, Christine	Teacher	West Orange/Truex	misc hrly rate	36.70	4/20/10	5/30/10	Family Literacy Night	5	183.50
12	Lantz, Leigh	Teacher	Prospect/Truex	misc hrly rate	36.70	4/17/10	5/1/10	EL Tutor	3	110.10
13	Loring, Julie	Teacher	Prospect/Truex	misc hrly rate	36.70	4/17/10	5/1/10	EL Tutor	9	330.30
14	Mahoney, Pat	Teacher	Villa Park HS/Howard	stipend	750.00	2/1/10	5/31/10	F/S Boys' Golf/BP	1	750.00
15	Mann, Abigail	Teacher	Handy/Truex	misc hrly rate	36.70	4/10/10	6/15/10	Parent Trainings	20	734.00
16	Martel-Cody, Anne	Teacher	Fairhaven/Truex	misc hrly rate	36.70	5/1/10	6/1/10	Family Science Night	1.5	55.05
17	Marzolo, Dara	Teacher	Fairhaven/Truex	misc hrly rate	36.70	5/1/10	6/1/10	Family Science Night	1.5	55.05
18	Matson, Jeanne	Teacher	Prospect/Truex	misc hrly rate	36.70	4/17/10	5/1/10	EL Tutor	6	220.20
19	Morris, Robert	Teacher	ROP/Reider	hrly rate	33.94	4/28/10	6/30/10	Tutor	40	1,357.60
20	Nylander, Brandy	Teacher	Fairhaven/Truex	misc hrly rate	36.70	5/1/10	6/1/10	Family Science Night	1.5	55.05

Staff Responsibility:
Ed Kissee, Assistant Superintendent-Human Resources

CLASSIFIED AND CERTIFICATED PERSONNEL REPORT
CERTIFICATED PERSONNEL

	Name	Position	Administrative Unit	Schedule /Step/ Column	Rate	Eff. From	Date To	Comments	# of Units	Salary
20	Nylander, Brandy	Teacher	Fairhaven/Truex	misc hrly rate	36.70	5/1/10	6/1/10	Family Science Night	1.5	55.05
21	O'Hare, Kindra	Teacher	West Orange/Truex	misc hrly rate	36.70	4/20/10	5/30/10	Family Literacy Night	5	183.50
22	Owens, Corinne	Teacher	West Orange/Truex	misc hrly rate	36.70	4/20/10	5/30/10	Family Literacy Night	5	183.50
23	Patel, Aekta	Teacher	West Orange/Truex	misc hrly rate	36.70	4/20/10	5/30/10	Family Literacy Night	5	183.50
24	Rommelfanger, Rob	Teacher	Canyon HS/Bowden	stipend	800.00	1/11/10	5/31/10	VA Boys' Football/BP	1	800.00
25	Sabins, Steven	Teacher	Canyon HS/Bowden	stipend	1,000.00	2/1/10	5/31/10	Boys' Golf/BP	1	1,000.00
26	Saenz, Jana	Teacher	Fairhaven/Truex	misc hrly rate	36.70	5/1/10	6/1/10	Family Science Night	1.5	55.05
27	Saukkola, Carol	Teacher	Serrano/Lansman	misc hrly rate	36.70	5/1/10	6/30/10	Testing Coordinator	6	220.20
28	Schaack, Courtney	Teacher	West Orange/Truex	misc hrly rate	36.70	4/20/10	5/30/10	Family Literacy Night	5	183.50
29	Smith, Teddine	Teacher	ROP/Reider	hrly rate	38.35	4/28/10	6/30/10	Tutor	40	1,534.00
30	Sosa, Carl	Teacher	ROP/Reider	hrly rate	32.47	4/28/10	6/30/10	Tutor	40	1,298.80
31	Stevens, Leslie	Teacher	Prospect/Truex	misc hrly rate	36.70	4/17/10	5/1/10	EL Tutor	9	330.30
32	Strawn, Kathy	Teacher	Serrano/Lansman	misc hrly rate	36.70	5/1/10	6/30/10	Testing Coordinator	12	440.40
33	Urquhart, Laura	Teacher	West Orange/Truex	misc hrly rate	36.70	4/20/10	5/30/10	Family Literacy Night	5	183.50
34	Vazquez, America	Teacher	Fairhaven/Truex	misc hrly rate	36.70	5/1/10	6/1/10	Family Science Night	1.5	55.05
35	Walker, Brooke	Teacher	West Orange/Truex	misc hrly rate	36.70	4/20/10	5/30/10	Family Literacy Night	5	183.50
36	Walswick, Rosanne	Teacher	Home/Hospital/Reider	misc hrly rate	36.70	4/12/10	6/30/10	Home/Hospital Program	400	14,680.00
37	Walter, Joyce	Teacher	Home/Hospital/Reider	misc hrly rate	36.70	4/12/10	6/30/10	Home/Hospital Program	400	14,680.00
38	Wartenberg, Christine	Teacher	Fairhaven/Truex	misc hrly rate	36.70	5/1/10	6/1/10	Family Science Night	1.5	55.05
39	Welches, Christine	Teacher	SpEd/Hanson	misc hrly rate	36.70	4/12/10	6/30/10	Behavioral Support	66	2,422.20
40	Wong, Julie	Teacher	West Orange/Truex	misc hrly rate	36.70	4/20/10	5/30/10	Family Literacy Night	5	183.50
41	Young, Celeste	Teacher	West Orange/Truex	misc hrly rate	36.70	4/20/10	5/30/10	Family Literacy Night	5	183.50
42	Zedek, Ilene	Teacher	Prospect/Truex	misc hrly rate	36.70	4/17/10	5/1/10	EL Tutor	9	330.30

Staff Responsibility:
Ed Kisse, Assistant Superintendent-Human Resources

CLASSIFIED AND CERTIFICATED PERSONNEL REPORT
CLASSIFIED PERSONNEL

Name	Position	Administrative Unit	Range/Step	Rate	Eff. From	Eff. To	Comments
EMPLOYMENT							
Bezyack, Ashley	Instructional Assistant, Sp Ed	Pupil Services/Hanson	26 (53) 1	13.89		5/10/10	Replaces J. Gaynor
Esparza, Lauren	Behavior Support, Sp Ed	Pupil Services/Hanson	26 (53) 1	13.89		5/11/10	Replaces L. Esparza
Monsees, Joyce	Instructional Assistant, Sp Ed	Pupil Services/Hanson	26 (53) 3	15.34		4/28/10	Replaces M. Medina
Vargas, Maria	Instructional Assistant, Sp Ed	Pupil Services/Hanson	28 (53) 3	16.15		4/20/10	Replaces K. Webber
EMPLOYMENT CHANGE							
Robinson, Leslie	Noon Supervisor/Linda Vista	Behavior Support/Pupil Services	26 (53) 1	13.89		5/10/10	Replaced V. Change
Villagomez, Alvaro	Custodian/VPHS	Noon Supervisor/Cambridge				5/7/10	resigned from primary position
SEPARATIONS							
Espinosa, Eduardo	Instructional Assistant, Sp Ed	Pupil Services/Hanson				4/20/10	Resignation
Gutierrez, Angel	Custodian	Running Springs/Roach				4/23/10	Dismissal
Lichten, Barbara	Director	Risk Management/Christensen				4/8/11	Retirement
Mendoza, Kathryn	Instructional Assistant, Sp Ed	Pupil Services/Hanson				5/28/10	Resignation
Ramos, Hector	Instructional Assistant, Sp Ed	Pupil Services/Hanson				4/30/10	Resignation
Veit, Ildiko	Senior Staff/School Clerk	Yorba MS/Saraye				6/25/10	Retirement
Yager, Beatrice	Instructional Assistant, Sp Ed	Pupil Services/Hanson				5/10/10	Resignation
EXTRA PAY - COACHING STIPENDS							
Davis, Jessie	Walk-On Coach	Canyon HS/Bowden	stipend	1,200.00	2/1/10	5/31/10	V/JV Asst. Girls' Swim/BP
Villafuerte, Marc	Walk-On Coach	Canyon HS/Bowden	stipend	1,000.00	1/11/10	5/31/10	VA Boys' Football/BP
Drzanek, Ed	Walk-On Coach	El Modena HS/Briquelet	stipend	1,000.00	2/1/10	5/31/10	Varsity Boys' Football/BP
Terry, Richard	Walk-On Coach	El Modena HS/Briquelet	stipend	1,186.00	9/1/09	6/18/10	Dance Director
Kent, Chris	Walk-On Coach	El Modena HS/Briquelet	stipend	100.00	8/1/09	11/30/09	Boys' Football/BP
Willis, Don	Walk-On Coach	Orange HS/Johnson	stipend	100.00	5/1/10	11/30/10	Varsity Boys' Football/BP
Gerbasi, Dennis	Walk-On Coach	Orange HS/Johnson	stipend	2,000.00	2/1/10	5/1/10	Varsity Baseball/BP
Jacobson, Daniel	Walk-On Coach	Orange HS/Johnson	stipend	1,200.00	2/1/10	5/1/10	Varsity Baseball/BP
Smith, Patrick	Walk-On Coach	Villa Park HS/Howard	stipend	800.00	2/1/10	5/31/10	VA Boys' Baseball/BP
Flynn, Scott	Walk-On Coach	Villa Park HS/Howard	stipend	750.00	2/1/10	5/31/10	JV Boys' Golf/BP
Kennedy, Daniel	Walk-On Coach	Villa Park HS/Howard	stipend	1,000.00	11/1/09	2/28/10	VA Boys' Wrestling/BP

TOPIC: DECLARATION OF POSSIBLE NEED FOR FULLY QUALIFIED EDUCATORS – REQUIRED ANNUAL REPORT

DESCRIPTION: The California Commission on Teacher Credentialing (Commission), pursuant to Title V, Section 80026, of the California Code of Regulations, requires school districts to file with the Commission an annual Declaration of Need for Fully Qualified Educators (Declaration) as a prerequisite to the Commission's issuance of any emergency or limited assignment permit for employees of the qualifying agency. The annual Declaration is valid for twelve months, and the current Declaration on file at the Commission expires on June 30, 2010. A copy of the Declaration for the 2010-2011 school year is attached, to be effective as of July 1, 2010. The Declaration includes the titles and numbers of each type of emergency permit and limited assignment permit which the employing agency estimates, based on previous year actual needs and projections of enrollment, it will need during the year to be covered by the Declaration. The Declaration may be revised at a later date based upon actual usage or need.

FISCAL IMPACT: This item has no fiscal impact.

RECOMMENDATION: It is recommended that the Board of Education approve the attached Declaration of Need for Fully Qualified Educators for the 2010-2011 school year.



State of California
Commission on Teacher Credentialing
Certification, Assignment and Waivers Division
Box 944270
Sacramento, CA 94244-2700

Telephone:
(888) 921-2682
E-mail: credentials@ctc.ca.gov
Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

- ☒ Original Declaration of Need for year: 2010-2011
☐ Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT

Name of District: Orange Unified School District District CDS Code: 66621

Name of County: Orange County County CDS Code: 30

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 05 / 27 / 10 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the board agenda item**

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2011.

Submitted by (Superintendent, Board Secretary, or Designee):

<u>Renae E. Dreier, Ed.D.</u>	_____	<u>Superintendent of Schools</u>
<small>Name</small>	<small>Signature</small>	<small>Title</small>
<u>714-628-4011</u>	<u>714-628-5537</u>	<u>May 27, 2010</u>
<small>Fax Number</small>	<small>Telephone Number</small>	<small>Date</small>
<u>1401 North Handy Street, Orange, CA 92867</u>		
<small>Mailing Address</small>		
<u>juanitav@orangeusd.org</u>		
<small>E-Mail Address</small>		

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL OR AGENCY

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ____/____/____, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, _____.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

_____ Name	_____ Signature	_____ Title
_____ Fax Number	_____ Telephone Number	_____ Date
_____ Mailing Address		
_____ E-Mail Address		

- This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed
<input checked="" type="checkbox"/> CLAD/English Learner Authorization (applicant already holds teaching credential)	20
<input type="checkbox"/> Bilingual Authorization (applicant already holds teaching credential)	
List target language(s) for bilingual authorization: _____	
<input checked="" type="checkbox"/> Resource Specialist	2
<input checked="" type="checkbox"/> Teacher Librarian Services	2
<input checked="" type="checkbox"/> Visiting Faculty Permit	1

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	3
Single Subject	10
Special Education	20
TOTAL	33

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? ☐ Yes ☒ No

If no, explain. Our county office offers a District Intern program for our teachers.

Does your agency participate in a Commission-approved college or university internship program? ☒ Yes ☐ No

If yes, how many interns do you expect to have this year? 20-25

If yes, list each college or university with which you participate in an internship program.

Azusa Pacific University, Chapman University, CSU Fullerton, CSU Long Beach,
National University, Cal State Poly Pomona University, University of Phoenix.

If no, explain why you do not participate in an internship program.

TOPIC:	CONTRACT SERVICES REPORT – EDUCATIONAL SERVICES
DESCRIPTION:	The following is a report of contract service items for Educational Services.
COMMUNITY CARE LICENSING	<p>The Child Care Licensing (CCL) Program administered through the California Department of Social Services, monitors child care and preschool centers in an effort to ensure that they provide a safe and healthy environment for children who are in day care and preschool programs. The Child Development Services department is currently finalizing the license application process of the Fairhaven and Jordan preschools. In order to receive the license, a physical evaluation of each facility by the CCL staff is required. The fees are based on a per site evaluation of \$440.</p> <p>Child Development/School Readiness....not-to-exceed\$ 880 01.00-9205-0-5811-0001-3140-208-604-000 (Reider)</p>
LiNKS SIGN LANGUAGE AND INTERPRETING SERVICES	<p>In order to effectively communicate with parents with special needs, the District will contract with LiNKS Sign Language and Interpreting Services. A sign language interpreter will be provided to communicate with eligible parents for school events occurring both during and outside of the regular school day for the 2010-11 school year.</p> <p>Educational Services.....not-to-exceed.....\$1,000 01.00-0000-0-5850-1110-1000-210-210-000 (Morga/Sterling)</p>
SANTIAGO CANYON COLLEGE -- COLLEGE FOR KIDS AND TEENS SUMMER PROGRAM	<p>The Santiago Canyon College will conduct Summer Classes beginning June 8, 2010 until August 14, 2010. The "College For Kids and Teens Summer Program" will assist students in grades 2 through 12. The classes are being offered to students in the Title VII Native American Education Program who are in need of additional academic support or enrichment. The cost will vary for each subject; prices range from \$59.00 per student per class to \$159 per student per class. Cost will be funded by the Title VII Native American Education Program. Fiscal impact will be the expenditure of restricted categorical fund monies.</p> <p>Title VII Native American Education Program....not-to-exceed.....\$4,000 01.00-4510-0-5850-1110-1000-604-604-000 (Truex)</p>
LEARNING OBJECTS	<p>Learning Objects will provide a Campus Pack License. The license is a suite of learning applications that foster active thinking, facilitate collaboration, and expand channels for student-instructor interaction. Wikis, Blogs and Podcasts are part of the Learning Objects license that will be incorporated into Blackboard.</p> <p>Educational Technology . . not-to-exceed.....\$10,335 01.00-3200-1-5843-0000-2420-603-210-000.....(Hausner)</p>

OUSD Morga/Sterling/Truex/Reider/Hausner
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**SCHOOL PATHWAYS,
LLC**

Orange Unified School District Home School and Independent Study program will enter into a third year contract with School Pathways, *ReportWriter*, a curriculum program that provides pacing guides and student assignments for students. The curriculum is aligned with District approved curriculum standards and textbooks for students enrolled in the Home School and Independent Study programs. The *ReportWriter* will provide technical support for staff and monthly progress reports for students. This contract will be effective July 1, 2010 – June 30, 2011.

Alternative Education.....not-to-exceed.....\$5,200
01.00-0000-0-5850-3300-1000-397-202-000 (50%)
01.00-0000-0-5850-3300-1000-208-397-000 (50%) (Reider)

BLACKBOARD, INC.

Blackboard Learning System, including the content and portal system, is a web-based course management system used to extend traditional classrooms beyond the four walls and deliver online courses, hybrid courses and traditional courses in a secure safe environment. Blackboard affords for online staff development, Professional Learning Communities and Community/School sites. Blackboard provides a work area or “virtual hard drive” where teachers/ students can store, organize, and share files in a secure environment anytime, anywhere. Blackboard Maintenance and support renewal is for the period July 1, 2010 to June 30, 2011.

Educational Technology/Microsoft Settlement Software
Voucher.....\$120,500
01.00-3200-1-5843-0000-2420-603-210-000.....(Hausner)
01.00-9513-1-5843-1110-2420-603-603-000.....(Hausner)

PROQUEST LLC

Proquest Information and Learning provides SIRS Discoverer and SIRS Researcher, an online database which provides relevant, credible full-text articles on science, social issues, history, government, the arts and humanities. The renewal subscription for SIRS Discoverer and SIRS Researcher covers the period of July 1, 2010 through June 30, 2011.

Educational Technology . . not-to-exceed.....\$8,545
01.00-3200-1-5843-0000-2420-603-210-000.....(Hausner)

FISCAL IMPACT: \$150,460

RECOMMENDATION: It is recommended that the Board of Education approve the Contract Services Report - Educational Services and authorize the Superintendent or designee to execute the contracts.

TOPIC: **STUDY TRIPS**

DESCRIPTION: Villa Park High School – Advanced Dance Team – Thousand Oaks, CA - August 6–8, 2010

Villa Park High School's Advanced Dance Team, under the direction of Coach Jennifer Howerton, will travel to California Lutheran University (CLU) to participate in the USA Dance Camp during summer break. Students will learn new dance routines, dance technique skills, and participate in team building activities. Students will learn skills that will be used during performances and assemblies and will be valuable to their success during the school year. Twenty female students will be accompanied by one female adult chaperone and will stay in CLU dormitories. Transportation will be provided by District bus. Total cost per student is \$345 and scholarships are available. Students will not miss any school days. A substitute is not required.

TOPIC: **REVISED ADDENDUM TO THE ORANGE UNIFIED SCHOOL DISTRICT LOCAL EDUCATIONAL AGENCY (LEA) PLAN**

DESCRIPTION: The Elementary and Secondary Education Act (ESEA) Section 1116(c)(7)(A)(i) through (viii) requires that local educational agencies (LEAs) identified for Program Improvement (PI) shall, no later than three months after being identified, develop or revise an LEA Plan, in consultation with parents, school staff, and others.

The LEA Plan Addendum was approved by the Board of Education December 10, 2009 and submitted to the California Department of Education (CDE) for approval. The CDE has requested revisions to the Addendum. The following details were added to the LEA Plan Addendum:

Title I

- Determine why the OUSD LEA Plan was unsuccessful in supporting the subgroups that did not make Adequate Yearly Progress (AYP)
- Identify how the professional development needs of the instructional staff were determined
- Provide a list of specific activities to support students beyond the regular school day
- Give specific timelines and estimated costs for each implementation item

Title III IPA

- Determine strengths and weaknesses of the current plan
- Determine factors contributing to the failure to meet the Annual Measurable Achievement Objectives
- Summarize conclusion to inform program modifications
- Give specific benchmarks and cost estimates throughout the IPA

The Educational Services Department staff has met and developed a revision to the LEA Plan Addendum, in accordance with the request made by the California Department of Education.

FISCAL IMPACT: Acceptance of this report has no fiscal impact.

RECOMMENDATION: It is recommended that the Board of Education accept and approve the Revised Addendum to the Local Educational Agency (LEA) Plan for Orange Unified School District.

OUSD/Morga/Sterling/Truex
Board Agenda
May 27, 2010

TOPIC:	POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORT
DESCRIPTION:	<p>The Orange County Department of Education, in cooperation with the County of Orange Health Care Agency, Behavioral Health Services, Prevention and Intervention Division provided the opportunity for schools in Orange County to apply for competitive grants for the implementation of the Positive Behavior Intervention System (PBIS). PBIS is a systematic framework designed to improve student behavior. This year, seven schools in Orange Unified will be awarded grants in the amount of \$8,500 each for the 2010-2011 school year. The schools awarded grant funding are: Serrano, Taft, and Villa Park Elementary, Cerro Villa Middle, and Canyon, El Modena and Villa Park High Schools.</p> <p>The PBIS system establishes school-wide common practices to teach and reinforce pro-social behaviors while using data to monitor progress and solve campus and individual student problems with appropriate interventions.</p>
FISCAL IMPACT:	Receipt of grant funding totaling \$59,500
RECOMMENDATION:	It is recommended that the Board of Education accept the Positive Behavior Interventions and Support Grant funds.

TOPIC:	MIND RESEARCH INSTITUTE – <i>ST MATH PROGRAM</i>
DESCRIPTION:	<p>The MIND Research Institute's mathematics software program provides a unique math education process, which engages the learner's spatial temporal reasoning abilities to explain, understand, and solve multi-step problems.</p> <p>Cambridge, Esplanade, Fairhaven, Handy and Lampson Elementary schools each received a \$45,000 grant from the MIND Research Institute's <i>ST Math Program</i> for the 2010-11 school year. This individualized program will be implemented in grades 2 through 5.</p>
FISCAL IMPACT:	Receipt of grant funding totaling \$225,000
RECOMMENDATION:	It is recommended that the Board of Education accept the Mind Research Institute Grant funds.

TOPIC:	CALIFORNIA SCHOLASTIC FEDERATION (CIF) 2010-2011 DESIGNATION OF CIF REPRESENTATIVES TO LEAGUE
DESCRIPTION:	<p>The California Interscholastic Federation requires that the Board of Education approve the appointment of an individual at each comprehensive high school to serve as the 2010-11 school's league representative.</p> <p>The principal of each Orange Unified School District comprehensive high school has been selected as the school's league representative.</p>
FISCAL IMPACT:	There is no fiscal impact
RECOMMENDATION:	It is recommended that the Board of Education approve the District representatives.

TOPIC:	EXPULSION OF STUDENT: CASE NO. 09-10-50
DESCRIPTION:	Violation of California Education Code 48900 (c), (d), (k) and 48915 (c-3)
FISCAL IMPACT:	There will be no fiscal impact.
RECOMMENDATION:	<p>It is recommended that the Board of Education uphold the recommendation for expulsion for one year from the date of the Board action and transfer to Community Day School for the duration of the expulsion.</p> <p>A hearing panel of administrators met on May 11, 2010. Parent/guardian and student were notified in a timely manner, however, did not attend the expulsion hearing. It was determined a recommendation for expulsion be presented to the Board of Education.</p> <p>If conditions of the rehabilitation plan are met, student may be transitioned to a regular school program beginning the fall semester 2011/12.</p>

TOPIC:	EXPULSION OF STUDENT: CASE NO. 09-10-51
DESCRIPTION:	Violation of California Education Code 48900 (g), (k)
FISCAL IMPACT:	There will be no fiscal impact.
RECOMMENDATION:	<p>It is recommended that the Board of Education uphold the recommendation for expulsion through the end of the fall semester 2010/11 and transfer to Community Day School for the duration of the expulsion.</p> <p>A hearing panel of administrators met with the parents and student on May 18, 2010. It was determined a recommendation for the expulsion be presented to the Board of Education.</p> <p>If conditions of the rehabilitation plan are met, student may be transitioned to a regular school program for the beginning of the spring semester 2010/2011.</p>

TOPIC:	EXPULSION OF STUDENT: CASE NO. 09-10-52
DESCRIPTION:	Violation of California Education Code 48900 (c), (d), (k) and 48915 (c-3)
FISCAL IMPACT:	There will be no fiscal impact.
RECOMMENDATION:	<p>It is recommended that the Board of Education uphold the recommendation for expulsion for one year from date of Board action and transfer to Community Day School for the duration of the expulsion.</p> <p>Administrators met with the student and parent(s) on April 26, 2010. It was determined a recommendation for the expulsion (stipulated) be presented to the Board of Education.</p> <p>If conditions of the rehabilitation plan are met, student may be transitioned to a regular school program at the end of the expulsion term, May 27, 2011.</p>

TOPIC:	CONTRACT SERVICES REPORT – PUPIL SERVICES
DESCRIPTION:	The following is a report of contract service items for Pupil Services
ABRAMSON AUDIOLOGY	<p>Services are required to conduct assessments in central auditory processing, attend IEPs and provide classroom consultations for special education students during the 2010-11 school year.</p> <p>Special Education not-to-exceed \$7,000 01.00-6500-0-5842-5770-1190-207-207-000</p>
ALPHA VISTA SERVICES, INC.	<p>Services required for the purpose of providing occupational therapy to students with special needs during the 2010-11 school year.</p> <p>Special Education not-to-exceed \$113,000 01.00-6500-0-5850-5770-1190-207-207-000</p>
*ALPINE ACADEMY	<p>Services required for the purpose of providing special education and/or related services to students with exceptional needs during the 2010-11 school year.</p> <p>Special Education not-to-exceed \$36,000 01.00-6500-0-5870-5750-1180-207-207-000</p>
*ALTON SCHOOL	<p>Services required for the purpose of providing special education and/or related services to students with exceptional needs during the 2010-11 school year.</p> <p>Special Education not to exceed \$26,000 01.00-6500-0-5870-5750-1180-207-207-000</p>
*APPROACH LEARNING (TEC)	<p>Services required for the purpose of providing special education and/or related services to students with exceptional needs during the 2010-11 school year.</p> <p>Special Education not to exceed 450,000 01.00-6500-0-5870-5750-1180-207-207-000</p>
CAROL J. ATKINS, MA, CCC-A	<p>Carol Atkins, Clinical Audiologist, has been requested to attend IEP for special education student.</p> <p>Special Education not-to-exceed \$220 01.00-6500-0-5842-5770-1190-207-207-000</p>

**ATKINSON,
ANDELSON, LOYA,
RUUD & ROMO**

Services are required for the 2010-11 school year to assist the District in litigation of ongoing special education matters.
Special Education not-to-exceed \$100,000
01.00-0000-0-5829-5001-2110-207-207-000

**AUDITORY
INSTRUMENTS**

Services are required to repair and maintain equipment being used by the District's hearing impaired students who require access to the educational program for the 2010-11 school year. This contract will cover auditory trainers, transmitters, receivers, speakers, ceiling and team teaching sound buddy system. This also includes replacement of batteries and transducer testing and replacement. Acoustical response check is done after each repair.
Special Education not-to-exceed \$15,000
01.00-6500-0-5640-5770-1190-207-207-000

**AUTISM
PARTNERSHIP**

Services are required for the purpose of providing behavior intervention to individuals with exceptional needs during the 2010-11 school year.
Special Education not to exceed \$62,100
01.00-6500-0-5871-5770-1190-207-207-000

JENNIFER BAIN

Services are required to provide behavior therapy, assessments and consultations to special education students during the 2010-11 school year.
Special Education not-to-exceed \$50,000
01.00-6500-0-5850-5770-1190-207-207-000

***BLIND CHILDRENS
LEARNING CENTER**

Services required for the purpose of providing special education and/or related services to students with exceptional needs during the 2010-11 school year.
Special Education not to exceed \$180,000
01.00-6500-0-5870-5750-1180-207-207-000

**BRAILLE
CONSULTANTS, INC.**

Services are required to provide assessments, consultation and direct services for special education students who are visually and multiple-impaired according to their Individual Education Plan during the 2010-11 school year.
Special Education not-to-exceed \$320,000
01.00-6500-0-5871-5770-1190-207-207-000

CANYON TRAVEL

Services are required to arrange travel for parents of special education students enrolled in non-public schools out of state during the 2010-11 school year.
Special Education not to exceed \$2,000
01.00-6500-0-5870-5750-1180-207-207-000

CAREER STAFF UNLIMITED	<p>Services are required to provide occupational therapy to special education students, as required by law, during the 2010-11 school year and extended year.</p> <p>Special Education not-to-exceed \$113,000</p> <p>01.00-6500-0-5850-5770-1190-207-207-000</p>
*CINNAMON HILLS	<p>Services required for the purpose of providing special education and/or related services to students with exceptional needs during the 2010-11 school year.</p> <p>Special Education not-to-exceed \$100,000</p> <p>01.00-6500-0-5870-5750-1180-207-207-000</p>
COMPREHENSIVE EDUCATION SERVICES (ACES)	<p>Services are required for the purpose of providing behavior intervention to individuals with exceptional needs during the 2010-11 school year.</p> <p>Special Education not to exceed \$1,000</p> <p>01.00-6500-0-5871-5770-1190-207-207-000</p>
CORE MEDICAL GROUP	<p>Services are required to provide occupational therapy to special education students as required by law during the 2009-10 school year and extended school year.</p> <p>Special Education not-to-exceed \$12,000</p> <p>01.00-6500-0-5850-5770-1190-207-207-000</p>
*DEVEREUX FLORIDA	<p>Services required for the purpose of providing special education and/or related services to students with exceptional needs during the 2010-11 school year.</p> <p>Special Education not-to-exceed \$20,000</p> <p>01.00-6500-0-5870-5750-1180-207-207-000</p>
*DEVEREUX FOUNDATION-TEXAS	<p>Services required for the purpose of providing special education and/or related services to students with exceptional needs during the 2010-11 school years.</p> <p>Special Education not-to-exceed \$170,000</p> <p>01.00-6500-0-5870-5750-1180-207-207-000</p>
E.C.E. 4 AUTISM	<p>Services required for the purpose of providing special education and/or related services to students with exceptional needs during the 2010-11 school year.</p> <p>Special Education not to exceed \$275,000</p> <p>01.00-6500-0-5870-5750-1180-207-207-000</p>
FOOTPRINTS	<p>Services are required for the purpose of providing behavior intervention to individuals with exceptional needs during the 2010-11 school year.</p> <p>Special Education not to exceed \$47,000</p> <p>01.00-6500-0-5871-5770-1190-207-207-000</p>

FUNCTION JUNCTION Services are required for the purpose of providing physical therapy to individuals with exceptional needs during the 2009-11 school years.
Special Education not to exceed \$42,000
01.00-6500-0-5871-5770-1190-207-207-000

GALLAGHER Services are required for the purpose of providing physical therapy assessments, consultation and direct services to individuals with exceptional needs during the 2010-11 school year.
Special Education not to exceed \$45,000
01.00-6500-0-5871-5770-1190-207-207-000

GEO-ZOV The District currently leases space located at the corner of Tustin and Meats in Orange for the Adult Transition Center. The Adult Transition Program provides opportunities for job training for special education students who have not graduated from high school with a regular diploma and receive special education services until their 22nd birthday. The 4th year of the 5-year lease will be renewed for the 2010-11 school year.
Special Education not to exceed \$34,500
01.00-6500-0-5630-5750-1110-207-207-000

GOODWILL INDUSTRIES Goodwill Industries, Assistive Technology Exchange Center, provides ongoing consultation and assessments for special education students who need assistive technology in order to access the core curriculum for the 2009-11 school years.
Special Education not to exceed \$14,000
01.00-6500-0-5842-5770-1190-207-207-000

DR. NORA GUTRECHT Dr. Gutrecht will provide consultation and documentation of District students receiving occupational therapy for the 2010-11 school year. State law requires a consulting physician in order to bill for the services we provide. This will be funded from generated revenue. No impact to general fund.
Med-Cal Funds not-to-exceed \$1,000
01.00-5640-0-5850-0000-3140-206-207-000

LINDSEY HORVATH, CCC-SLP Services are required to provide speech and language therapists for the 2010-11 school year for special education students as required by law.
Special Educationnot-to-exceed \$104,000
01.00-6500-0-5850-5770-1190-207-207-000

*HBIC (HELP FOR BRAIN INJURED CHILDREN) DBA: THE CLETA HARDER DEVELOPMENTAL SCHOOL	Services are required for the purpose of providing special education and/or related services to individuals with exceptional needs during the 2010-11 school year. Special Education not to exceed \$55,000 01.00-6500-0-5870-5750-1180-207-207-000
VICTOR S. HEMPHILL	Services required for transcription of school work for visually impaired special education students during the 2010-11 school year. Special Education not-to-exceed \$10,000 01.00-6500-0-5850-5770-1190-207-207-000
DEBRA L. JACKSON	Services required to provide special education and/or related services to visually impaired students during the 2010-11 school year. Special Education not-to-exceed \$60,000 01.00-6500-0-5850-5770-1190-207-207-000
THANH NHAN LAC LY	Services required for transcription of school work for visually impaired special education students during the 2010-11 school year. Special Education not-to-exceed \$20,000 01.00-6500-0-5850-5770-1190-207-207-000
*MARDAN CENTER FOR EDUCATIONAL THERAPY	Services required for the purpose of providing special education and/or related services to students with exceptional needs during the 2010-11 school year. Special Education not-to-exceed \$300,000 01.00-6500-0-5870-5750-1180-207-207-000
MAXIM HEALTHCARE	Maxim Healthcare will provide continuous nursing services to ventilator-dependent and severely medically fragile students during the school day for the 2010-11 school year. Special Education not to exceed \$50,000 01.00-6500-0-5850-5770-1190-207-207-000
MICHIGAN BRAILLE TRANSCRIBING	Services are required to transcribe student textbooks into Braille for visually impaired students during the 2010-11 school year. Special Education not to exceed \$8,000 01.00-6500-0-5850-5770-1190-207-207-000

NEWPORT SPEECH & LANGUAGE	<p>Services are required to provide a speech and language therapist for special education students, as required by law, during the 2010-11 school year.</p> <p>Special Education not-to-exceed \$105,000</p> <p>01.00-6500-0-5850-5770-1190-207-207-000</p>
*OAK GROVE/ JACK WEAVER SCHOOL	<p>Services are required for the purpose of providing special education and/or related services to individuals with exceptional needs during the 2010-11 school year.</p> <p>Special Education not to exceed \$28,000</p> <p>01.00-6500-0-5870-5750-1180-207-207-000</p>
*ORALINGUA SCHOOL FOR HEARING IMPAIRED	<p>Services required for the purpose of providing special education and/or related services to students with exceptional needs during the 2010-11 school year.</p> <p>Special Education not to exceed \$65,000</p> <p>01.00-6500-0-5870-5750-1180-207-207-000</p>
ORANGE COUNTY DEPARTMENT OF EDUCATION (OCDE)	<p>The Orange County Department of Education provides oversight and training for obtaining Medi-Cal federal reimbursement funds through the Medi-Cal Administrative Activities (MAA) Program. The agency fee includes a state participation fee, determined each year by the California Department of Health Services, and a service fee of 5% of the generated revenue.</p> <p>MediCal Funds estimated fees \$10,000</p> <p>01.00-9503-0-5850-0000-3140-206-207-000</p> <p>(No impact to general fund; funds to be deducted from generated MediCal revenue)</p>
PARADIGM HEALTHCARE	<p>The Paradigm Healthcare Agency conducts the data collection and billing system for obtaining Medi-Cal federal reimbursement funds for school health services currently provided to Medi-Cal eligible students by the school nurses, psychologists, and speech therapists. Payment is based solely on revenue generated by Medi-Cal billing and does not encumber existing district funds.</p> <p>MediCal Funds not-to-exceed 300,000</p> <p>01.00-5640-0-5850-0000-3140-206-207-000</p>
PARKER & COVERT, LLP	<p>Services are required for the 2010-11 school year to assist the District in litigation of ongoing special education matters.</p> <p>Special Education not-to-exceed \$150,000</p> <p>01.00-0000-0-5831-5001-2110-207-207-000</p>

**DR. ROBERT
PATTERSON**

The professional services of Dr. Robert Patterson, licensed psychologist, are required to provide evaluation and assessment of special education students for the Pupil Services Department during the 2010-11 school year, on an as-needed monthly basis.

Special Education not-to-exceed \$10,000
01.00-6500-0-5842-5770-1190-207-207-000

PROVIDENCE SPEECH

The services of Providence Speech and Hearing Center are required for the purpose of providing assessments, consultation and direct services to individuals with exceptional needs during the 2010-11 school year.

Special Education not to exceed \$2,000
01.00-6500-0-5842-5770-1190-207-207-000

JUDY PRUNTY

Services are required for transcription of school work for visually impaired special education students during the 2009-10 school year.

Special Education not to exceed \$1,500
01.00-6500-0-5850-5770-1190-207-207-000

***PYRAMID AUTISM**

Services required for the purpose of providing special education and/or related services to students with exceptional needs during the 2010-11 school year.

Special Education not to exceed \$50,000
01.00-6500-0-5870-5750-1180-207-207-000

ROBYN RAKOV, O.D.

Services required to provide vision therapy, assessments and consultation to students with special needs during the 2010-11 school year.

Special Education not-to-exceed \$4,000
01.00-6500-0-5842-5770-1190-207-207-000

**RECORDINGS FOR
THE BLIND AND
DYSLEXIC**

Recordings for the Blind and Dyslexic provide textbooks on compact disc. The annual membership allows the District to borrow these materials as needed for our visually impaired students during the 2010-11 school year.

Special Education not-to-exceed \$500
01.00-6500-0-5320-5001-2110-207-207-000

**REHABILITATION
INSTITUTE OF
ORANGE**

Services are required for the purpose of providing physical therapy to individuals with exceptional needs during the 2010-11 school year.

Special Education not to exceed \$12,000
01.00-6500-0-5871-5770-1190-207-207-000

*ROSSIER PARK	<p>Services required for the purpose of providing special education and/or related services to students with exceptional needs during the 2010-11 school year.</p> <p>Special Education not to exceed \$175,000</p> <p>01.00-6500-0-5870-5750-1180-207-207-000</p>
RUSSO, FLECK & ASSOCIATES	<p>Services are required for the purpose of providing occupational and/or physical therapy assessments, consultation and direct services to individuals with exceptional needs during the 2010-11 school year.</p> <p>Special Education not to exceed \$85,000</p> <p>01.00-6500-0-5871-5770-1190-207-207-000</p>
JULIE BERG RYAN, O.D.	<p>Services are required to conduct visual therapy for special education students during the 2010-11 school year.</p> <p>Special Education not-to-exceed \$4,000</p> <p>01.00-6500-0-5871-5770-1190-207-207-000</p>
THE SAFETY CONNECTION	<p>Services are needed to provide first aid/CPR training to Health Services employees during the 2010-11 school year.</p> <p>MediCal Funds not-to-exceed \$2,000</p> <p>01.00-5640-0-5850-0000-3140-206-207-000</p>
SAGE BEHAVIOR SERVICES	<p>Services are required for the purpose of providing behavior intervention to individuals with exceptional needs during the 2010-11 school year.</p> <p>Special Education not to exceed \$58,100</p> <p>01.00-6500-0-5871-5770-1190-207-207-000</p>
SAN JOAQUIN COUNTY OF EDUCATION	<p>One year renewal for Special Education Information System (SEIS), an internet-based system for the collection, storage and use of data pertaining to special education students, designed for teachers to use in developing their Individual Education Plans (IEPs) during the 2010-11 school year.</p> <p>Special Education not-to-exceed \$15,400</p> <p>01.00-6500-0-5850-5770-1110-207-207-000</p>
LEANN SCHOUTEN	<p>Services are required for the purpose of providing speech assessments, consultation and direct services to individuals with exceptional needs during the 2010-11 school year.</p> <p>Special Education not to exceed \$32,000</p> <p>01.00-6500-0-5871-5770-1190-207-207-000</p>

*SHILOH TREATMENT	<p>Services required for the purpose of providing special education and/or related services to students with exceptional needs during the 2010-11 school year.</p> <p>Special Education not to exceed \$110,000</p> <p>01.00-6500-0-5870-5750-1180-207-207-000</p>
*LARRY M. SIMMONS HIGH SCHOOL	<p>Services are required to provide special education and/or related services to individuals with exceptional needs during the 2010-11 school year.</p> <p>Special Education not to exceed \$45,000</p> <p>01.00-6500-0-5870-5750-1180-207-207-000</p>
SOUTH COAST THERAPY	<p>Services are required to provide occupational and physical therapy to special education students during the 2010-11 school year.</p> <p>Special Education not to exceed \$13,000</p> <p>01.00-6500-0-5171-5770-1190-207-207-000</p>
SO. CALIFORNIA COLLEGE OF OPTOMETRY	<p>Services are needed to provide assessments, consultation and direct services for special education students during the 2010-11 school year.</p> <p>Special Education not-to-exceed \$4,000</p> <p>01.00-6500-0-5871-5770-1190-207-207-000</p>
SO. CALIFORNIA SENSORY SCREENING	<p>Southern California Sensory Screening is an accredited agency assisting school districts with state-mandated vision and hearing screenings. District school nurses will be responsible for the follow up with all children who do not pass the initial vision or hearing screening for the 2010-11 school year.</p> <p>MediCal Funds not-to-exceed \$35,000</p> <p>01.00-5640-0-5850-0000-3140-206-207-000</p>
SPECIAL EDUCATION STUDENT #247734	<p>As the result of an Individualized Education Program (IEP), the District agrees to reimburse the parents of a special education student for educational related mileage during the 2010-11 school year.</p> <p>Special Education not-to-exceed \$8,400</p> <p>01.00-6500-0-5290-5770-2110-207-207-000</p>
SPECIAL EDUCATION STUDENT #255061	<p>As the result of an IEP, the District agrees to reimburse the parents of a special education student for educational related expenses for the 2010-11 school year, upon presentation of documentation.</p> <p>Special Education not-to-exceed \$28,000</p> <p>01.00-6500-0-5871-5770-1190-207-207-000</p>

**SPECIAL EDUCATION
STUDENT #265233**

As the result of an Individualized Education Program (IEP), the District agrees to reimburse the parents of a special education student for educational related mileage during the 2010-11 school year.

Special Education not-to-exceed \$6,000
01.00-6500-0-5290-5770-2110-207-207-000

**SPECIAL EDUCATION
STUDENT #305601**

As the result of an Individualized Education Program (IEP), the District agrees to reimburse the parents of a special education student for educational related mileage during the 2010-11 school year.

Special Education not-to-exceed \$5,000
01.00-6500-0-5290-5770-2110-207-207-000

**SPECIAL EDUCATION
STUDENT #312455**

As the result of an Individualized Education Program (IEP), the District agrees to reimburse the parents of a special education student for educational related mileage during the 2010-11 school year.

Special Education not-to-exceed \$6,700
01.00-6500-0-5290-5770-2110-207-207-000

**SPECIAL EDUCATION
STUDENT #339628**

As the result of a settlement agreement, the District will reimburse the parents of a special education student for attorney fees and costs upon presentation of itemized billing statements and proof of payment.

Special Education not-to-exceed \$1,500
01.00-0000-0-5835-5001-2110-207-207-000

**SPECIAL EDUCATION
STUDENT #362681**

As the result of an Individualized Education Program (IEP), the District agrees to reimburse the parents of a special education student for educational related mileage during the 2010-11 school year.

Special Education not-to-exceed \$5,000
01.00-6500-0-5290-5770-2110-207-207-000

***SPEECH LANGUAGE
DEVELOPMENT
CENTER**

Services required for the purpose of providing special education and/or related services to students with exceptional needs during the 2010-11 school year.

Special Education not to exceed \$300,000
01.00-6500-0-5870-5750-1180-207-207-000

**STEPPING STONES
THERAPY**

Services are required to provide speech and language and occupational therapy services to special education students, as required by law, during the 2009-11 school year and extended years.

Special Education not-to-exceed \$238,000
01.00-6500-0-5850-5770-1190-207-207-000

SUNBELT STAFFING SOLUTIONS

Services are required to provide occupational therapy to special education students as required by law during the 2010-11 school year.

Special Education not to exceed \$115,000
01.00-6500-0-5850-5770-1190-207-207-000

JANE VOGEL

Services are required for the purpose of providing special education and/or related services to individuals with exceptional needs during the 2009-11 school years.

Special Education not-to-exceed \$40,000
01.00-6500-0-5842-5770-1190-207-207-000

***YELLOWSTONE ACADEMY**

Services are required for the purpose of providing special education and/or related services to students with exceptional needs during the 2010-11 school year.

Special Education not-to-exceed \$50,000
01.00-6500-0-5870-5750-1180-207-207-000

*** Non-Public School placement required by IEP**

FISCAL IMPACT: \$4,962,920

RECOMMENDATION: It is recommended that the Board of Education approve the Contract Services Report- Pupil Services as presented.

TOPIC:	ORANGE UNIFIED SELPA - S.U.C.S.E.S.S. PROJECT
DESCRIPTION:	<p>Orange County SELPAs (Special Education Local Plan Area) have been collaborating to provide training for district staff in the area of autism. As in the past, the twelve SELPAs in the county have agreed to distribute the cost for the S.U.C.S.E.S.S. Project (System Utilization of Comprehensive Strategies for Ensuring Student Success).</p> <p>The project provides information and training in best practices for preschool and early elementary students with autism on a regular basis. District staff who participate in the project will provide/train other district staff regarding the information obtained. District staff includes program coordinators, classroom teachers, speech/language specialists and/or psychologists. Staff who participate each month are determined by the topic area and space availability. To date the project has provided the school district valuable training/information that has been utilized and implemented. Without the cooperation and coordination of the other county SELPAs, Orange Unified staff would not have been able to benefit from such a variety of workshops. The cost reflects Orange Unified SELPA's portion for the 2010/2011 school year.</p>
FISCAL IMPACT:	<p>\$3,700 01-00-6500-0-7142-5750-9200-207-207-000</p>
RECOMMENDATION:	<p>It is recommended the Board of Education approve the 2010-11 Orange Unified SELPA – S.U.C.S.E.S.S. Project</p>

TOPIC: **MEMORANDUM OF UNDERSTANDING BETWEEN SANTA ANA UNIFIED SCHOOL DISTRICT AND THE ORANGE UNIFIED SCHOOL DISTRICT FOR 2009-2010**

DESCRIPTION: Pursuant to the authority established in Education Code Sections 56195, 56195.1, 56195.3 and 56195.5, school districts may enter into contracts with other districts to provide special education services to students in those districts. Santa Ana Unified School District will provide educational services to individual deaf and hard of hearing pupils who reside in the Orange Unified School District. Currently, this comprehensive, self-contained program is not available within Orange Unified School District.

FISCAL IMPACT: Special Education Funds: \$280,000
01.00-6500-0-7141-5750-9200-207-207-000

RECOMMENDATION: It is recommended that the Board of Education authorize the District to enter into the Memorandum of Understanding between Santa Ana Unified School District and the Orange Unified School District for the provision of educational services to individual deaf and hard of hearing pupils who reside in the Orange Unified School District.

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TOPIC:	REQUEST TO CHANGE BOARD MEETING DATE
DESCRIPTION:	Due to scheduling conflicts, it is requested that the July 22, 2010 Board of Education meeting be moved to July 29, 2010.
FISCAL IMPACT:	There is no fiscal impact.
RECOMMENDATION:	It is recommended that the Board of Education approve moving the July 22 meeting to July 29, 2010.

TOPIC: **DISTRICT MEMBERSHIP IN ASSOCIATIONS**

DESCRIPTION: District membership in associations and organizations is encouraged in compliance with Board Bylaw 9330, *Membership in Associations*. District membership in educational associations is recommended, but not limited to, the following list for the 2010-11 school year:

- American Association of School Administrators
- Association of California School Administrators
- Association for Supervision and Curriculum Development
- California Association of Suburban School Districts
- California Association of School Business Officials
- California Association of School Psychologists
- California Association of School Transportation Officials
- California Institute for School Improvement
- California Interscholastic Federation
- California School Boards Association
- California Schools Public Relations Association
- California Latino School Board Member Association
- Coalition for Adequate School Housing
- Coalition for Adequate Funding for Disabled Children
- College Board
- EDSOURCE
- National Association of Latino Elected Officials
- National Association of Secondary School Principals
- National Association of School Psychologists
- National Fire Protection Association
- National Junior Honor Society
- National Safety Council
- National School Boards Association
- Orange County School Boards Association
- Orange Rotary Club
- Special Education Local Plan Area

FISCAL IMPACT: Fiscal impact depends on membership dues, which are budgeted within various departments. Membership dues may vary annually.

RECOMMENDATION: It is recommended that the Board of Education authorize membership for the District in associations and organizations, including but not limited to, those listed above for the 2010-11 school year.

TOPIC: PROFESSIONAL CONFERENCE ATTENDANCE BY BOARD MEMBERS AND SUPERINTENDENT

DESCRIPTION: In accordance with Board Policy 9240, the Board members and the Superintendent are committed to staying abreast of new developments in education and the ongoing development of governance skills. Opportunities for enhancement of their potential are offered through participation in community organizations and educational conferences offered by, but not limited to, the organizations listed below.

- American Association of School Administrators
- Association of California School Administrators
- California Latino School Board Member Association
- California City School Superintendents
- California School Boards Association
- California State Department of Education
- Comprehensive Legislation Update on Education
- County Departments of Education (Orange, Los Angeles, Riverside, San Bernardino, and San Diego)
- National Association of Latino Elected & Appointed Officials
- National School Boards Association
- Orange County School Boards Association
- Orange Rotary Club
- Parent Teacher Associations
- School Services of California
- School Employers Association
- Suburban Schools Superintendents

FISCAL IMPACT: Fiscal impact limited to conference budget.

RECOMMENDATION: It is recommended that the Board of Education approve conference attendance for Board members and the Superintendent at meetings, workshops, and conferences offered by, but not limited to, the organizations listed above for the 2010-11 school year.