PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT 1301 E. Orangethorpe Avenue Placentia, CA

Minutes Regular Meeting Board of Education 4:47 p.m., Tuesday, June 21, 2011 District Educational Center 1301 E. Orangethorpe Avenue Placentia, CA 92870

A Regular Meeting of the Board of Education of the Placentia-Yorba Linda Unified School District was called to order by Mr. Eric Padget, President, in accordance with Government Code Sections 54950 et. seq., and Education Code Sections 35140 et seq., at 4:47 p.m., Tuesday, June 21, 2011 at the District Educational Center, 1301 E. Orangethorpe Avenue, Placentia.

STUDY SESSION

Mr. Mike Bailey, Executive Director of Facilities & Planning/Maintenance & Operations, provided an update on district facilities.

CLOSED SESSION

Adjourned to Closed Session for the purpose of discussing matters expressly authorized by Government Code Sections 3549.1, 54956.8, 54956.95, 54957, and 54957.6 at 5:45 p.m.

REPORT OUT OF CLOSED SESSION

1. The Board took action to appoint Lisa Ogan as assistant principal, effective July 1, 2011.

Action:	Carried	Motion:	Mrs.	Carrie Buck
Ayes:	5	Second:	Mrs.	Karin Freeman
Noes:	0			

2. The Board took action to appoint Jamie Jauch as activities director, effective July 1, 2011.

Action:	Carried	Motion:	Mrs. Karin Freeman
Ayes:	5	Second:	Mrs. Judi Carmona
Noes:	0		

3. The Board took action to appoint Shea Runge as activities director, effective July 1, 2011

Action: Carried	Motion: Mrs. Carrie Buck
Ayes: 5	Second: Mrs. Judi Carmona
Noes: 0	

4. The Board took action to appoint Rick Guaderrama as Director, Maintenance and Facilities, effective July 1, 2011.

Action:	Carried	Motion:	Mrs. Judi Carmona
Ayes:	5	Second:	Mrs. Carrie Buck
Noes:	0		

REPORT OUT OF CLOSED SESSION, Continued

5. The Board took action to deny CSEA's Level III Grievance Appeal concerning promotion and selection of the Computer Operator position.

Action:	Carried	Motion:	Mrs.	Judi Carmona
Ayes:	5	Second:	Mrs.	Karin Freeman
Noes:	0			

REGULAR SESSION

Reconvened to Regular Session at 7:02 p.m.

PLEDGE OF ALLEGIANCE

ROLL CALL

Members Present:	Eric Padget, President
	Karin Freeman, Vice President
	Carol Downey, Clerk
	Carrie Buck, Trustee
	Judi Carmona, Trustee
	Dr. Dennis Smith, Secretary

MINUTES

1. Approved the minutes of the Regular Meeting of May 24, 2011.

Action:	Carried	Motion:	Mrs. Carol Downey
Ayes:	5	Second:	Mrs. Carrie Buck
Noes:	0		

2. Approved the minutes of the Special Meeting of June 6, 2011.

Action:	Carried	Motion:	Mrs. Judi Carmona
Ayes:	5	Second:	: Mrs. Karin Freeman
Noes:	0		

RECOGNITIONS/PRESENTATIONS

- Donation to Valencia High School by Arinder Chadha, MD MBA for Wall of Stars
- Ninth- and Tenth-Grade Orange County Academic Decathlon First Place Winners

PUBLIC COMMENT

None

PUBLIC HEARING

1. A Public Hearing was held regarding Certification of Assurance for fiscal year 2011-2012 regarding the availability of students' textbooks and instructional materials.

Action:	Carried	Motion:	Mrs. Karin Freeman
Ayes:	5	Second:	Mrs. Carol Downey
Noes:	0		-

2. A Public Hearing was held regarding a contract with a Seven-Up/RC Bottling Company in accordance with California Ed Code 35182.5(c)(B).

Action:	Carried	Motion:	Mrs. Carol Downey
Ayes:	5	Second:	Mrs. Carrie Buck
Noes:	0		

3. A Public Hearing was held relative to Resolution 63, Categorical Flexibility Funds, for proposed use of 2011-2012 Tier III flexible funds.

Action:	Carried	Motion:	Mrs. Carrie Buck
Ayes:	5	Second:	Mrs. Judi Carmona
Noes:	0		

STUDENT BOARD REPORT

None

SUPERINTENDENT'S REPORT

- The Superintendent commended staff for the wonderful high school graduation ceremonies.
- The Superintendent commented on a recent *Newsweek* article listing the top high schools in the nation. Esperanza High School was ranked 240th in the nation/8th in Orange County; Valencia High School was ranked 390th in the nation; 10th in Orange County.

APPROVAL OF AGENDA

Approved the June 21, 2011 Board of Education agenda as amended and recommended by the Superintendent.

Action: Carried	Motion: Mrs. Judi Carmona
Ayes: 5	Second: Mrs. Carrie Buck
Noes: 0	

CONSENT CALENDAR

- Approved/ratified purchase orders in the following amounts: (2010/2011) General Fund (01), \$1,289,604.65; Child Development Fund (12), \$14,476.75; Cafeteria Fund (13), \$44,703.24; Building Fund Measure A (Series A) Fund (26), \$911,772.49; Building Fund Measure A (Series B) Fund (27), \$149,418.00; Building Fund Measure A (Series C) Fund (28), \$168,062.33; Building Fund Measure A (Series Q) Fund (29), \$27,236.10; Building Fund Measure A (Series D) Fund (30), \$706,037.47; Building Fund Measure A (Series E) Fund (31), \$1,061,267.35
- Approved warrant listings in the following amounts: Warrant Registers #335501 through 354201 and #593413; current year expenditures (May 08, 2011 through June 04, 2011) \$9,018,851.42; total prior year expenditures, \$3,353.49 (2009-2010); and payroll registers 11A, \$9,597,042.48 and 11B, \$3,559,645.00
- 3. Reclassified records listed as Class 1-permanent to Class 3-disposable and authorized the destruction of these records in accordance with legal codes and administrative regulations.
- 4. Adopted Resolution No. 65, Authorization to Utilize the State of California Multiple Award Schedule No. 3-11-70-0920L, with Govplace from July 1, 2011 through June 30, 2012. (See attached.)
- 5. Adopted Resolution No. 67 authorizing the use of Palm Springs Unified School District Bid #21-09 School and Office Furniture Bid through March 21, 2012. (See attached.)
- 6. Approved agreement with Studio 1 for Elementary School Photography Services.
- 7. Approved the contract for Beverage Vending, Pouring and Advertisement with Seven-Up/RC Bottling Company.
- 8. Rescinded Notice of Completion for Bid No. 211-1, Fairmont Elementary School Restroom Fabrication Project, Purchase Order Number 101363.
- 9. Approved contractor(s) for Open Field Service Agreement(s). (See attached.)
- 10. Accepted as complete the project(s) listed and authorized filing Notice(s) of Completion. (See attached.)
- 11. Approved Resolution No. 62 to authorize the use of temporary interfund borrowings for the 2011-12 fiscal year. (See attached.)
- 12. Adopted Resolution No. 63 to approve the use of the 2011-12 categorical flexibility funds as required by the Budget Act of 2009. (See attached.)
- 13. Approved agreement with North Orange County Regional Occupational Program (NOCROP) for use of facilities for the 2011/2012 school year.
- 14. Approved Placentia-Yorba Linda Unified School District enrollment in the Summer Food Service Program through August 26, 2011.
- 15. Approved the electronic funds transfer agreement with Magic-Wrighter for credit card and debit card payment option for student meals.

- 16. Approved agreement with JDL Distributors, dba Little Caesar Inc., for production and delivery of pizza products for the period of July 1, 2011 through June 30, 2012.
- Approved the agreement for Consultant Services between Los Angeles County Office of Education, Geomatrix Consultants and Placentia-Yorba Linda Unified School District effective July 1, 2011 through June 30, 2012.
- 18. Approved addendum to extend the contract for Bid No. 208-6, Concrete/Masonry/Earth Moving/Grading, with Hardy & Harper, Inc. through June 30, 2012.
- 19. Approved addendum to extend the contract for Bid No. 208-5, Asphalt/Earth Moving/Grading, with Hardy & Harper, Inc. through June 30, 2012.
- 20. Approved addendum to extend the contract for Bid No. 210-26, Plumbing Services, with Wicketts International Plumbing Contractors through June 30, 2012.
- 21. Approved addendum to extend the contract for Bid No. 209-28, Electrical Services, with American Electric Company through June 30, 2012.
- 22. Approved addendum to extend the contract for Bid No. 211-02, Low Voltage, with Time and Alarm Systems through June 30, 2012.
- 23. Approved authority to deny the general liability claim presented by claim # 1549037RW.
- 24. Approved authority to deny the general liability claim #10-89315JW presented by Farmers Insurance.
- 25. Approved Independent Contractor Agreements Facilities & Planning as listed in accordance with Board Policy No. 4124, Retention of Consultants. (See attached.)
- Awarded bid to lowest responsive and responsible bidder and approved contract for Bid No. 211-14, to Best Contracting Services, Inc. for Tuffree Middle School Locker Room Building 200 Re-Roofing Project. Project No. TUF-9201-9303-030.
- Approved Professional Service Agreement with Heery International, Inc. for Move Management services at Travis Ranch, Rio Vista, Van Buren Elementary Schools, Kraemer and Tuffree Middle Schools, El Camino, El Dorado, Esperanza, Valencia and Yorba Linda High Schools. Contract period May 1, 2011 through December 31, 2011. Contract No. 1011-94.
- Approved Resolution No. 70, authorizing lease-leaseback projects, selection of Paul C. Miller Construction Company, Inc., execution and delivery of site leases, sub leases and construction services agreement, and other acts relating to the Valencia High School Quad Modernization Phase II project. Contract No. 1011-88. Project No. VHS-9224-9313-030. (See attached.)
- 29. Approved Resolution No. 72, authorizing lease-leaseback projects, selection of American Modular Systems, execution and delivery of site leases, sub leases and construction services agreement, and other acts relating to the construction of the facility for the restroom building in quad project at Valencia High School. Contract No. 1011-90. Project No. VHS-9224-9302-040. (See attached.)

- 30. Approved Resolution No. 73, authorizing lease-leaseback projects, selection of Paul C. Miller Construction Company, Inc., execution and delivery of site leases, sub leases and construction services agreement, and other acts relating to the site work for the restroom building in quad project at Valencia High School. Contract No. 1011-91. Project No. VHS-9224-9302-040. (See attached.)
- 31. Approved Amendment No. 1 to the agreement for architectural services with Higginson + Cartozian Architects, Inc. for architectural and engineering (A&E) design services for the multipurpose room expansion project at Rose Drive Elementary School. Contract No. 1011-64. Project No. ROD-9713-9303-020. P.O. No. 107574.
- 32. Approved Amendment No. 2 to the agreement for architectural services with MVE Institutional for architectural and engineering (A&E) design services for Administration Modernization/700 Building/Kitchen and HVAC project at Esperanza High School. Contract No. 0809-59. Project No. ESP-9223-9303-030. P.O. No. 910062.
- 33. Approved Amendment No. 1 to Professional Service Agreement with Ninyo & Moore for geotechnical inspection and materials testing for the new gymnasium project at El Dorado High School. Contract No. 0910-103. Project No. ELD-9722-9302-073. Purchase Order No. 100955.
- 34. Approved Amendment No. 1 to Professional Service Agreement with Ninyo & Moore for geotechnical inspection and materials testing for the new gymnasium project at Esperanza High School. Contract No. 0910-104. Project No. ESP-9723-9302-073. Purchase Order No. 100954.
- 35. Approved Amendment No. 2 to renew the contract for Portable Classroom Relocation Unit Bid No. 209-32, with Silver Creek Industries, Inc. Contract period June 21, 2011 to June 22, 2012.
- 36. Approved extension of time to the attached list of contracts. (See attached.)
- 37. Approved Independent Contractor Agreements Educational Services as listed in accordance with Board Policy No. 4124, Retention of Consultants. (See attached.)
- 38. Approved program agreement with Ocean Institute for Linda Vista Elementary School for field trip June 1, 2012 to Dana Point, California.
- 39. Approved contract with Transworld Systems, Inc., for the collection of delinquent child care accounts.
- 40. Approved agreement with Caldwell Physical Therapy from August 15, 2011 through June 15, 2012.
- 41. Approved agreement with Orange County Superintendent of Schools for Medi-Cal Administrative Activities (MAA) participation, July 1, 2011 to June 30, 2012.
- 42. Approved Migrant Education District Service Agreement for the 2011-2012 school year.
- 43. Approved License Agreement with School Pathways for Parkview School for the 2011-2012 school year and authorize payment in an amount NTE \$8,000.

- 44. Approved 2011-2012 Consolidated Application for submission to the California Department of Education.
- 45. Approved Certification of Provision of Standards-Aligned Instructional Materials K-12 ensuring that the Placentia-Yorba Linda Unified School District is in compliance with the requirements specified in the education code and in the California Code of Regulations.
- 46. Adopted Resolution No. 64 and certified that the Placentia-Yorba Linda Unified School District has complied with Education Code Sections 60252, 60119, and 60605 regarding textbooks and instructional materials. (See attached.)
- 47. Approved 30-day display of transitional kindergarten (Preppy K) textbooks for adoption purposes. (See attached.)
- 48. Approved 30-day display of Chinese textbooks for high school adoption purposes. (See attached.)
- 49. Approved new and revised courses of study per the attached list to be included in the district master course file. (See attached.)
- 50. Approved/ratified extended field trips as listed in accordance with Board Policy No. 6153, Field Trips. (See attached.)
- 51. Accepted gifts as listed, such action being in compliance with Education Code Section 41032, and directed the Superintendent to send letters of appreciation. (See attached.)
- 52. Approved the Stipulated Expulsion Agreement between the Placentia-Yorba Linda Unified School District and the parents of 1131C.
- 53. Approved the Stipulated Expulsion Agreement between the Placentia-Yorba Linda Unified School District and the parents of 1132B.
- 54. Approved the Stipulated Expulsion Agreement between the Placentia-Yorba Linda Unified School District and the parents of 1133C3.
- 55. Approved the Stipulated Expulsion Agreement between the Placentia-Yorba Linda Unified School District and the parents of 1134C.
- 56. Approved the Stipulated Expulsion Agreement between the Placentia-Yorba Linda Unified School District and the parents of 1135C.
- 57. Approved district membership in the Orange County School Boards Association for the 2011-2012 school year.
- 58. Approved district membership in the California School Boards Association and the California School Boards Association Education Legal Alliance for the 2011-2012 school year.
- 59. Approved district membership in the Association of California School Administrators for the 2011-2012 school year.

- 60. Approved the Affiliated Site Agreement with Chapman University from June 1, 2011 to May 31, 2014.
- 61. Approved Classified Personnel Report. (See attached.)
- 62. Approved Certificated Personnel Report. (See attached.)

Approved the above listed recommendations.

Action:	Carried	Motion:	Mrs. Karin Freeman
Ayes:	5	Second:	: Mrs. Carrie Buck
Noes:	0		

GENERAL FUNCTIONS

Adopted Board Policy 5128.1, "Requirements for Graduation from Comprehensive High School." (See attached.)

Action: Carried	Motion: Mrs. Carol Downey
Ayes: 5	Second: Mrs. Karin Freeman
Noes: 0	

BUSINESS AND FINANCIAL

1. Adopted Resolution No. 66 to issue 2011-2012 Tax and Revenue Anticipation Notes (TRANs) for the Placentia-Yorba Linda USD. (See attached.)

Action:	Carried	Motion:	Mrs. Carrie Buck
Ayes:	5	Second:	Mrs. Judi Carmona
Noes:	0		

2. Adopted budget for the 2011-2012 fiscal year. (See attached.)

Action:	Carried	Motion:	Mrs. Judi Carmona
Ayes:	5	Second:	Mrs. Karin Freeman
Noes:	0		

3. Certified AB1200/2756 report for Association of Placentia Linda Educators (APLE) as proposed. (See attached.)

Action: Carried	Motion: Mrs. Carol Downey
Ayes: 5	Second: Mrs. Carrie Buck
Noes: 0	

PERSONNEL

1. Approved the Tentative Agreement with APLE as proposed (Exhibit A). (See attached.)

Action:	Carried	Motion:	Mrs.	Carrie Buck
Ayes:	5	Second:	Mrs.	Karin Freeman
Noes:	0			

2. Approved the proposal for all management, confidential and contracted administrators, to take a salary reduction through furlough days identical to the percentage being taken by the certificated teaching bargaining unit. This agreement includes an amendment to the classified and certificated management salary schedules to reflect a reduction in the number of work days for the 2011-12 school year (Exhibit A). (See attached.)

Action:	Carried	Motion:	Mrs.	Karin Freeman
Ayes:	5	Second:	Mrs.	Carol Downey
Noes:	0			

3. Approved an annual reduction in board compensation of \$195 for 2011-12 effective July 1, 2011.

Action: Carried	Motion: Mrs. Carrie Buck
Ayes: 5	Second: Mrs. Carol Downey
Noes: 0	-

BOARD INFORMATION:

Board information item relative to the 2008-2011 Superintendent's Monitoring Report summary and consideration of the 2011-2014 PYLUSD Board of Education Goals and Areas of Emphasis.

COMMUNICATIONS

- 1. Invitation from Placentia Chamber of Commerce to farewell reception for last year's Board of Directors
- 2. Invitation to "A Fair to Remember: A Celebration of Our Children", a kick-off event for the Orange County Fair
- 3. Letter from Assemblyman Chris Norby regarding funding for public education
- 4. Letter from Peter Fagan regarding Tuffree Middle School's recognition as a California Distinguished School
- 5. Letter from the City of Yorba Linda regarding the Fourth of July Spectacular event

BOARD REPORT

1. Mrs. Judi Carmona thoroughly enjoyed the district's high school graduation ceremonies. She was also pleased to have attended the City of Yorba Linda and Yorba Linda Arts Alliance "Celebration of the Arts" which was a wonderful family event.

BOARD REPORT

- 2. Mrs. Carrie Buck concurred that the district's graduation ceremonies were spectacular and mentioned that she had also attended the City of Yorba Linda and Yorba Linda Arts Alliance "Celebration of the Arts" event.
- 3. Mrs. Carol Downey also enjoyed the district's high school graduation ceremonies.
- 4. Mrs. Karin Freeman distributed information she had received at the California School Boards Association Delegate Assembly on school district expenditures. In addition to the district's graduation ceremonies, Mrs. Freeman shared briefly about the graduation ceremony for students graduating from the North Orange County Regional Occupational Program Culinary Institute. Mrs. Freeman commended staff for their various roles in making the dedication of the Nathan Shapell Memorial Stadium such a memorable event, mentioning in particular the participation of both Esperanza and Yorba Linda High School students. She also attended the Third Annual Photo Exhibit at Topaz Elementary School. Mrs. Freeman visited Van Buren Elementary School and was pleased to have opportunity to see the new building and also attended the PTSA Installation dinner.
- 5. Mr. Eric Padget indicated the Nathan Shapell Memorial Stadium dedication ceremony was a very meaningful event. He was pleased to have attended the PTA Installation Dinner as well as Senior Award Nights, which were inspiring. He commended students as well as school staffs for their role in the success of our students. Mr. Padget thanked staff for the Special Board Meeting relative to the Superintendent's Monitoring Report and concluded his remarks by paying tribute to Mrs. Jeanie Cash, Assistant Superintendent of Educational Services, and Mr. Mike Bailey, Executive Director of Facilities & Planning/Maintenance & Operations, who are retiring.

ADJOURNMENT

Time: 8:42 p.m.

Mr. Eric Padget, President, adjourned the June 21, 2011 Board of Education meeting at 8:42 p.m. in recognition of Mrs. Jeanie Cash, Assistant Superintendent of Educational Services, and Mr. Mike Bailey, Executive Director of Facility & Planning/Maintenance & Operations, who are retiring after many years of dedicated service to the Placentia-Yorba Linda Unified School District.

Action: Carried	Motion: Mrs. Karin Freeman
Ayes: 5	Second: Mrs. Carol Downey
Noes: 0	

NEXT SCHEDULED MEETING

July 11, 2011 – Special Board Meeting (Closed Session Only) July 12, 2011

RESOLUTION OF THE BOARD OF EDUCATION OF THE PLACENTIA -YORBA LINDA UNIFIED SCHOOL DISTRICT OF ORANGE COUNTY, STATE OF CALIFORNIA RESOLUTION NO. 65

June 21, 2011

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

WHEREAS, the State of California, entered into (CMAS) Contract #3-11-70-0920L with Govplace, for the procurement and warranty of hardware and software, maintenance and software maintenance; and whereas this contract is extended to other public schools, community colleges and public agencies within the State of California.

WHEREAS, the Public Contract Code Section §20118 provides for purchasing through another public entity as a viable and useful tool; and

WHEREAS, the Placentia-Yorba Linda Unified School District Board of Education determines that it is in the best interest of the district to procure hardware, software, maintenance and software maintenance under the same terms and conditions as the State of California, (CMAS) Contract #3-11-70-0920L with Govplace, pursuant to the provisions of Public Contract Code Section §20118.

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the Placentia-Yorba Linda Unified School District authorizes the procurement and warranty of hardware and software, maintenance and software maintenance under the same terms and conditions as the California (CMAS) Contract #3-11-70-0920L with Govplace.

AYES: Eric Padget, Karin Freeman, Carol Downey, Carrie Buck, Judi Carmona

NOES: None

ABSENT: None

STATE OF CALIFORNIA)) ss. COUNTY OF ORANGE)

I, Dennis M. Smith, Secretary to the Board of Education of the Placentia-Yorba Linda Unified School District of Orange County, California, hereby certify that the above and foregoing Resolution No. 65 was duly and regularly adopted by said Board at a regular meeting thereof held on the 21st day of June, 2011, and passed by a unanimous vote of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 21st day of June, 2011.

<u>Dennis M. Smith</u> Secretary to Board of Education

RESOLUTION OF THE BOARD OF EDUCATION OF THE PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT OF ORANGE COUNTY, STATE OF CALIFORNIA RESOLUTION NO. 67

June 21, 2011

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

WHEREAS, the Palm Springs Unified School District awarded Bid #21-09 School and Office Furniture to Wenger Corporation, Pepco Incorporated, Palmer Hamilton, LLC and School Space Solutions, LLC for the purchase of school and office furniture.

WHEREAS, this agreement is extended to other public schools, community colleges and public agencies within the State of California; and

WHEREAS, the Public Contract Code Section 20118 provides for purchasing through another public entity as a viable and useful tool, and

WHEREAS, the Placentia-Yorba Linda Unified School District Board of Education determines that it is in the best interest of the district to purchase school and office furniture under the same terms and conditions as Palm Springs Unified School District's Bid #21-09 School and Office Furniture awarded to Wenger Corporation, Pepco Incorporated, Palmer Hamilton, LLC and School Space Solutions, LLC, pursuant to the provisions of Public Contract Code Section 20118.

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the Placentia-Yorba Linda Unified School District authorizes purchase of school and office furniture under the same terms and conditions as Palm Springs Unified School District's Bid #21-09 School and Office Furniture, under the same terms and conditions as specified in the bid.

AYES: Eric Padget, Karin Freeman, Carol Downey, Carrie Buck, Judi Carmona

NOES: None

ABSENT: None

STATE OF CALIFORNIA

) ss. COUNTY OF ORANGE)

I, Dennis M. Smith, Secretary to the Board of Education of the Placentia-Yorba Linda Unified School District of Orange County, California, hereby certify that the above and foregoing Resolution No. 67 as duly and regularly adopted by said Board at a regular meeting thereof held on the 21st day of June, 2011, and passed by a unanimous vote of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 21st day of June, 2011.

Dennis M. Smith, Secretary to Board of Education

OPEN FIELD SERVICE AGREEMENT

Vendor Name	Contract #	Services Provided
Weatherite Corporation	OA-442062116	Repair, maintenance and installation of HVAC, chillers, cooling towers and boilers, as needed throughout the district.

NOTICES OF COMPLETION

P.O. Number	Contractor	<u>Project</u>
107390	Hardy & Harper, Inc.	Sierra Vista Elementary School Asphalt/Earth Moving/Grading project Bid No. 208-5
105529	Time & Alarm Systems, Inc.	Esperanza High School Low Voltage project Bid No. 211-2
103933	Time & Alarm Systems, Inc.	Valencia High School Low Voltage project Bid No. 211-2
108310	American Electric Co.	Kraemer Middle School Electrical project Bid No. 209-28
108801	Time & Alarm Systems, Inc.	Fairmont Elementary School Low Voltage project Bid No. 211-2
9192	Time & Alarm Systems, Inc.	Esperanza High School Low Voltage project Bid No. 206-2
101303	Time & Alarm Systems, Inc.	Kraemer Middle School Low Voltage project Bid No. 206-2
105880	Dow Diversified, Inc.	Yorba Linda High School Master Casework project Bid No. 209-23
106789	Digital Networks Group, Inc.	George Key School Smart Classroom project Bid No. 210-35

PLACENTIA - YORBA LINDA UNIFIED SCHOOL DISTRICT RESOLUTION NO. 62 RESOLUTION TO ESTABLISH TEMPORARY INTERFUND TRANSFERS OF FUND MONEYS

ON MOTION of Member Karin Freeman, seconded by Member Carrie Buck, the following resolution is hereby adopted:

WHEREAS, the governing board of any school district may direct that moneys held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations as authorized by Education Code Section 42603; and

WHEREAS, the transfer shall be accounted for as temporary borrowing between funds or accounts and shall not be available for appropriation or be considered income to the borrowing fund or account; and

WHEREAS, amounts transferred shall be repaid either in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year;

NOW THEREFORE, BE IT RESOLVED that the Governing Board of the Placentia-Yorba Linda Unified School District, in accordance with the provisions of Education Code section 42603 adopts the following authorization for fiscal year 2011- 2012 to temporarily transfer moneys between funds.

PASSED AND ADOPTED by the Governing Board on June 21, 2011, by the following vote:

- AYES: Eric Padget, Karin Freeman, Carol Downey, Carrie Buck, Judi Carmona
- NOES: None
- ABSENT: None
- ABSTAINED: None

I, Dennis M. Smith, Secretary to the Board of Education of the Placentia-Yorba Linda Unified School District of Orange County, California, do hereby certify that the above and foregoing Resolution No. 62 was duly and regularly adopted by said Board at a regular meeting thereof held on the 21st day of June, 2011, and passed by a unanimous vote of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 21st day of June, 2011.

Dennis M. Smith Secretary to Board of Education

RESOLUTION NO. 63 RESOLUTION OF THE GOVERNING BOARD OF THE PLACENTIA – YORBA LINDA UNIFIED SCHOOL DISTRICT CATEGORICAL FLEXIBILITY FUNDS

On motion of member Karin Freeman, seconded by member Carrie Buck, the following resolution is adopted.

WHEREAS, the State Adopted Budgets of 2008-2009, 2009-2010, 2010-11, 2011-12 (SBX3 4) provide "flexibility" for the use of certain Categorical Program Funds to be used in response to the State fiscal crisis, and

WHEREAS, the Flexibility Legislation requires the Governing Board, at a regularly scheduled open public hearing to take testimony from the public and shall discuss and approve or disapprove the proposed use of funding, and

WHEREAS, the attached schedule reflects the estimated amount of Flexibility Funds to be used in the General Fund for an educational purpose as reflected in the various budgets which have been adopted by the Board for the 2011-12 fiscal year,

NOW THEREFORE, BE IT RESOLVED AND ORDERED, the Placentia-Yorba Linda Unified School District Board of Education approves the use of the Flexibility Funds as required by the Budget Act of 2009.

PASSED AND ADOPTED by the Governing Board of the Placentia-Yorba Linda Unified School District, County of Orange, State of California, this 21st day of June, 2011, by the following vote:

AYES: Eric Padget, Karin Freeman, Carol Downey, Carrie Buck, Judi Carmona

NOES: None

ABSENT: None

STATE OF CALIFORNIA)) ss.

COUNTY OF ORANGE

I, Dennis M. Smith, Superintendent, Secretary, Board of Education, do hereby certify that the foregoing is a full, true, and correct copy of a resolution passed and adopted by the Board at a regularly scheduled and conducted meeting held on said date, which resolution is on file in office of said Board.

Dennis M. Smith, Superintendent Secretary, Board of Education of the Placentia-Yorba Linda USD

PLACENTIA – YORBA LINDA UNIFIED SCHOOL DISTRICT CATEGORICAL FLEXIBILITY USE OF FUNDS

TIER III CATEGORICAL PROGRAMS	DISTRICT RESOURCE NO.	REVENUE (Receipt of Funds) Allocated for Other Educational Pur- poses for the 2011- 12 Fiscal Year
Supplemental Instruction (Hourly Programs)	0024	\$1,249,967
Cal Safe Support Student Moms	0201	\$207,407
Deferred Maintenance Apportionment	0203	\$947,896
Physical Education Teacher Incentive	0204	\$205,520
National Board Certification Incentive Program	0205	\$3,356
Community Based Education Tutoring (CBET)	0206	\$100,250
ROC/P	0207	\$1,500,000
Adult Education	0208	\$529,655
School Safety & Violence Act	0209	\$354,328
Music/Fine Arts – Arts & Music Block Grant	0210	\$359,093
CA High School Exit Exam (CAHSEE) Intensive Instruction	0211	\$123,187
Counseling Grants	0212	\$740,313
Gifted &Talented Education (GATE)	0213	\$170,820
IMFRP/Textbooks Block Grant	0214	\$1,451,048
Peer Assistance & Review (PAR)	0216	\$88,875
International Baccalaureate	0217	\$10,381
Staff Development – Math & Read	0218	\$159,378
Staff Development – Read Svc Blind Teacher	0219	\$15,499
Principal Training	0220	\$9,704
Pupil Ret. Block Grant (AB 825)	0221	\$64,048
Teacher Credentialing Block Grant (AB 25) was BTSA	0222	\$469,786
Professional Development Block Grant (AB 825)	0223	\$1,119,253
School Library Improvement Program (SLIP) AB825	0224	\$1,402,073
TOTAL		\$11,281,837

INDEPENDENT CONTRACTOR AGREEMENTS – FACILITIES & PLANNING AND MAINTENANCE

Approve Independent Contract Agreement for soils investigation services John R. Byerly, Inc. for sports lighting modifications/tennis court reconfiguration related to the Performing Arts Building construction project at El Dorado High School. Contract No. 1011-98. Contract period June 7, 2011 through August 31, 2011. Project No. ELD-9722-9301-081. \$ 3,180.00 Building Fund Measure A (Series A) Fund (26) Building Fund Measure A (Series B) Fund (27) Building Fund Measure A (Series C) Fund (28) Building Fund Measure A (Series Q) Fund (29) Building Fund Measure A (Series D) Fund (30) Building Fund Measure A (Series E) Fund (31) Approve Amendment No. 1 to agreement for geotechnical soils John R. Byerly, Inc. inspection services for Administration and testina Building/Kitchen/HVAC/Restrooms project at Esperanza High School. Project No. ESP-9223-9303-030. Contract No. 1011-44. P.O. No. 105600. Building Fund Measure A (Series A) Fund (26) \$ 900.00 Building Fund Measure A (Series B) Fund (27) Building Fund Measure A (Series C) Fund (28) Building Fund Measure A (Series Q) Fund (29) Building Fund Measure A (Series D) Fund (30) Building Fund Measure A (Series E) Fund (31) Reliant Testing Approve Independent Contract Agreement for special testing and inspection services for primary/staff restrooms modernization project at Engineers Brookhaven Elementary School. Contract No. 1011-99. Contract period June 21, 2011 through December 31, 2011. Project No. BRK-9204-9302-041. Building Fund Measure A (Series A) Fund (26) \$ 2,016.00 Building Fund Measure A (Series B) Fund (27) Building Fund Measure A (Series C) Fund (28) Building Fund Measure A (Series Q) Fund (29) Building Fund Measure A (Series D) Fund (30) Building Fund Measure A (Series E) Fund (31) Reliant Testing Approve Independent Contract Agreement for special testing and inspection services for 300 and 400 buildings/restrooms modernization Engineers project at Glenknoll Elementary School. Contract No. 1011-100. Contract period June 21, 2011 through December 31, 2011. Project No. GLK-9206-9301-041. Building Fund Measure A (Series A) Fund (26) \$ 2,016.00 Building Fund Measure A (Series B) Fund (27) Building Fund Measure A (Series C) Fund (28) Building Fund Measure A (Series Q) Fund (29) Building Fund Measure A (Series D) Fund (30) Building Fund Measure A (Series E) Fund (31)

- Reliant Testing Engineers Approve Independent Contract Agreement for special testing and inspection services for entry security and staff restroom project at Glenview Elementary School. Contract No. 1011-101. Contract period June 21, 2011 through December 31, 2011. Project No. GLV-9207-9301-048.
 - Building Fund Measure A (Series A) Fund (26)\$ 2,016.00Building Fund Measure A (Series B) Fund (27)Building Fund Measure A (Series C) Fund (28)Building Fund Measure A (Series Q) Fund (29)Building Fund Measure A (Series D) Fund (30)Building Fund Measure A (Series E) Fund (31)
- Reliant Testing Approve Independent Contract Agreement for special testing and inspection services for locker room/restroom modernization project at Tuffree Middle School. Contract No. 1011-102. Contract period June 21, 2011 through December 31, 2011. Project No. TUF-9201-9303-030.
 - Building Fund Measure A (Series A) Fund (26)\$ 1,365.00Building Fund Measure A (Series B) Fund (27)Building Fund Measure A (Series C) Fund (28)Building Fund Measure A (Series Q) Fund (29)Building Fund Measure A (Series D) Fund (30)Building Fund Measure A (Series E) Fund (31)
- Util-Locate, Inc. Approve Independent Contract Agreement for underground utility investigation services for restroom and upper level food service construction project at Travis Ranch Elementary School. Contract No. 1011-103. Contract period June 21, 2011 through December 31, 2011. Project No. TRE-9730-9301-010.
- Building Fund Measure A (Series A) Fund (26)\$ 3,073.00Building Fund Measure A (Series B) Fund (27)Building Fund Measure A (Series C) Fund (28)Building Fund Measure A (Series Q) Fund (29)Building Fund Measure A (Series D) Fund (30)Building Fund Measure A (Series E) Fund (31)
- Storm Water Resources, LLC Xorba Linda High School. Contract No. 1011-95. Contract period June 1, 2011 through November 30, 2011. Project Nos. YLH-9228-9301-030 and YLH-9728-9301-074.
 - Building Fund Measure A (Series A) Fund (26)\$ 7,860.00Building Fund Measure A (Series B) Fund (27)Building Fund Measure A (Series C) Fund (28)Building Fund Measure A (Series Q) Fund (29)Building Fund Measure A (Series D) Fund (30)Building Fund Measure A (Series E) Fund (31)

RESOLUTION NO. 70

RESOLUTION OF THE BOARD OF EDUCATION OF THE PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT AUTHORIZING THE EXECUTION AND DELIVERY OF A SITE LEASE AND SUBLEASE AND OTHER ACTS RELATING TO THE VALENCIA HIGH SCHOOL QUAD MODERNIZATION PROJECT PHASE II

WHEREAS, the Placentia-Yorba Linda Unified School District ("District") desires to construct improvements on a portion of the Valencia High School campus as a lease-leaseback project whereby the District will lease the Site which the District owns to Paul C. Miller Construction Company, Inc. who will construct the Project thereon and lease the Project and underlying Site back to the District;

WHEREAS, Education Code Section 17406 authorizes the governing board of a school district, without advertising for bids, to let to any person, firm or corporation any real property belonging to the district if the instrument by which such property is let requires the lessee to construct on the demised premises, a building or buildings for use of the school district during the term thereof, and provides that title to the building shall vest in the school at the expiration of that term;

WHEREAS, it is in the best interest of the District to cause the construction of the Project through lease and sublease of the Site pursuant to Education Code Section 17406;

WHEREAS, in order to complete the Project, it is necessary that the District enter into the Site Lease, in which the Site will be leased to Paul C. Miller Construction Company, Inc., and a Sublease which provides for the sublease of the Site and the lease of the Project by Paul C. Miller Construction Company, Inc. to the District, and that certain other action be taken and authorized;

WHEREAS, the Sublease includes construction provisions with which Paul C. Miller Construction Company, Inc. shall comply with respect to construction of the Project ("Construction Services Agreement");

WHEREAS, pursuant to Section 17402 of the Education Code, the plans and specifications for the Project must be prepared and adopted prior to entering into Site Lease and the Sublease agreement for the Project ("Plans and Specifications");

WHEREAS, the District has determined it is in the best interest of the District to separate the Project into two phases ("Project Phase I" and "Project Phase II");

WHEREAS, in order to ensure that moneys sufficient to pay all costs will be available for the Project Phase II, the District desires to appropriate funds for the Project Phase II from its current fiscal year as provided by the Sublease;

WHEREAS, the Board has been presented with the Plans and Specifications for Phase II of the Project and has examined and approves of such documents, subject to minor revisions, if any, and subject to the delegation of authority provided by the Board as set forth below;

WHEREAS, the Board has been presented with the form of each document referred to herein relating to the transaction contemplated hereby and the Board has examined and approved each document and desires to authorize and direct the execution of such documents and the consummation of such transaction, subject to the delegation of authority provided by the Board as set forth below;

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

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE PLACENTIA- YORBA LINDA UNIFIED SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. <u>Recitals</u>. All of the recitals herein contained are true and correct.

Section 2. <u>Site Lease and Sublease for Project Phase II</u>. The form of agreement entitled "Site Lease" and the form of agreement entitled "Sublease" (with Construction Services Agreement attached thereto as Exhibit "D"), each presented to this meeting and each to be entered into by and between the District and Paul C. Miller Construction Company, Inc. which together provide generally for (i) the lease by the District of the Site to Paul C. Miller Construction Company, Inc., (ii) the sublease of the Site and the lease of the Project Phase II by Paul C. Miller Construction Company, Inc., to the District, and (iii) the payment of certain lease payments by the District under the Sublease in an amount equal to the aggregate construction costs for the Project Phase II as set forth in the Construction Services Agreement ("Lease Payments") are hereby approved subject to any revisions which are acceptable to both District's Superintendent ("Superintendent") and District's legal counsel. The Superintendent or their designee is hereby authorized and directed, for and in the name and on behalf of the District, to execute and deliver to Paul C. Miller Construction Company, Inc. such agreements, once finalized, pursuant to the delegation of authority provided for hereby.

Section 3. <u>Approval of Process</u>. The Governing Board hereby approves of the lease-leaseback process and approves of the Guaranteed Maximum Price amount of TWO MILLION, EIGHTY-SIX THOUSAND, SEVEN HUNDRED SEVENTY-NINE DOLLARS (\$2,086,779.00) plus a District Contingency amount of TWO HUNDRED EIGHT THOUSAND, SIX HUNDRED SEVENTY-EIGHT DOLLARS (\$208,678.00), for a total amount of TWO MILLION, TWO HUNDRED NINETY-FIVE THOUSAND, FOUR HUNDRED FIFTY-SEVEN DOLLARS (\$2,295,457.00), for the construction of the Project pursuant to the terms of the Construction Services Agreement.

Section 4. <u>Approval of Plans and Specifications</u>. The Governing Board hereby approves of the Plans and Specifications for the Project Phase II.

Section 5. <u>Validation Action</u>. The Board hereby authorizes District counsel to file and litigate an appropriate validation action, as required, in the appropriate court with respect to the construction of the Project Phase I and Project Phase II and the matters approved by this Resolution.

Section 6. <u>Other Acts; Delegation</u>. The District's Governing Board hereby approves a delegation of authority and appoints the District Superintendent, or the designee of the District Superintendent, who is/are hereby authorized and directed, to execute and deliver the Site Lease and Sublease as provided by Section 2 above, execute and deliver documents and/or negotiate documents with Paul C. Miller Construction Company, Inc., and as required execute court pleadings or documents necessary to effectuate the prompt litigation of the validation action, and to do any and all things necessary, in consultation with the staff, that they may deem necessary or advisable in order to effectuate the purpose and intent of this Resolution, all subject to ratification of the Board of Education, if necessary. Said delegation shall be valid during the construction of the Project Phase II, or until otherwise rescinded by the Governing Board. Section 7. <u>Effective Date</u>. This Resolution shall take effect upon adoption.

PASSED AND ADOPTED this 21st day of June, 2011 by the following vote:

AYES: Eric Padget, Karin Freeman, Carol Downey, Carrie Buck, Judi Carmona

NOES: None

ABSENT: None

ABSTAINED: None

I, Eric Padget, President of the Placentia-Yorba Linda Unified School District Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of the resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which resolution is on file in office of said Board.

Eric Padget President of the Board of Education Placentia-Yorba Linda Unified School District

I, Carol Downey, Clerk of the Board of Education of the Placentia-Yorba Linda Unified School District, do hereby certify that the foregoing Resolution was introduced and adopted by the Board of Education of the Placentia-Yorba Linda Unified School District at a regular session meeting thereof held on the 21st day of June 2011, by the following forgoing vote.

Carol Downey Clerk of the Board of Education Placentia-Yorba Linda Unified School District

RESOLUTION NO. 72

RESOLUTION OF THE BOARD OF EDUCATION OF THE PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT AUTHORIZING THE EXECUTION AND DELIVERY OF A SITE LEASE AND SUBLEASE AND OTHER ACTS RELATING TO THE CONSTRUCTION OF THE FACILITY FOR THE RESTROOM BUILDING IN QUAD PROJECT AT VALENCIA HIGH SCHOOL

WHEREAS, the Placentia-Yorba Linda Unified School District ("District") desires to construct improvements on a portion of the Valencia High School campus as a lease-leaseback project whereby the District will lease the Site which the District owns to American Modular Systems who will construct the Project thereon and lease the Project and underlying Site back to the District;

WHEREAS, Education Code Section 17406 authorizes the governing board of a school district, without advertising for bids, to let to any person, firm or corporation any real property belonging to the district if the instrument by which such property is let requires the lessee to construct on the demised premises, a building or buildings for use of the school district during the term thereof, and provides that title to the building shall vest in the school at the expiration of that term;

WHEREAS, it is in the best interest of the District to cause the construction of the Project through lease and sublease of the Site pursuant to Education Code Section 17406;

WHEREAS, in order to complete the Project, it is necessary that the District enter into the Site Lease, in which the Site will be leased to American Modular Systems, and a Sublease which provides for the sublease of the Site and the lease of the Project by American Modular Systems to the District, and that certain other action be taken and authorized;

WHEREAS, the Sublease includes construction provisions with which American Modular Systems shall comply with respect to construction of the Project ("Construction Services Agreement");

WHEREAS, pursuant to Section 17402 of the Education Code, the plans and specifications for the Project must be prepared and adopted prior to entering into Site Lease and the Sublease agreement for the Project ("Plans and Specifications");

WHEREAS, the Plans and Specifications have been approved by the Division of State Architect ("DSA");

WHEREAS, in order to ensure that moneys sufficient to pay all costs will be available for the Project, the District desires to appropriate funds for the Project from its current fiscal year as provided by the Sublease;

WHEREAS, the Board has been presented with the Plans and Specifications for the Project and has examined and approves of such documents, subject to minor revisions, if any, by DSA, and subject to the delegation of authority provided by the Board as set forth below;

WHEREAS, the Board has been presented with the form of each document referred to herein relating to the transaction contemplated hereby and the Board has examined and approved each document and desires to authorize and direct the execution of such documents and the consummation of such transaction, subject to the delegation of authority provided by the Board as set forth below;

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

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE PLACENTIA- YORBA LINDA UNIFIED SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. <u>Recitals</u>. All of the recitals herein contained are true and correct.

Section 2. <u>Site Lease and Sublease</u>. The form of agreement entitled "Site Lease" and the form of agreement entitled "Sublease" (with Construction Services Agreement attached thereto as Exhibit "D"), each presented to this meeting and each to be entered into by and between the District and American Modular Systems, which together provide generally for (i) the lease by the District of the Site to American Modular Systems, (ii) the sublease of the Site and the lease of the Project by American Modular Systems to the District, and (iii) the payment of certain lease payments by the District under the Sublease in an amount equal to the aggregate construction costs for the Project as set forth in the Construction Services Agreement ("Lease Payments") are hereby approved subject to any revisions which are acceptable to both District's Superintendent ("Superintendent") and District's legal counsel. The Superintendent or their designee is hereby authorized and directed, for and in the name and on behalf of the District, to execute and deliver to American Modular Systems such agreements, once finalized, pursuant to the delegation of authority provided for hereby.

Section 3. <u>Approval of Process</u>. The Governing Board hereby approves of the lease-leaseback process and approves of the Guaranteed Maximum Price amount of THREE HUNDRED FIFTY-TWO THOUSAND, SEVENTY-TWO DOLLARS (\$352,072.00) plus a District Contingency amount of THRITY-FIVE THOUSAND, TWO HUNDRED SEVEN DOLLARS (\$35,207.00), for a total amount of THREE HUNDRED EIGHTY-SEVEN THOUSAND, TWO HUNDRED SEVENTY-NINE DOLLARS (\$387,279.00), for the construction of the Project pursuant to the terms of the Construction Services Agreement.

Section 4. <u>Approval of Plans and Specifications</u>. The Governing Board hereby approves of the DSA-approved Plans and Specifications for the Project.

Section 5. <u>Validation Action</u>. The Board hereby authorizes District counsel to file and litigate an appropriate validation action, as required, in the appropriate court with respect to the construction of the Project and the matters approved by this Resolution.

Section 6. <u>Other Acts: Delegation</u>. The District's Governing Board hereby approves a delegation of authority and appoints the District Superintendent, or the designee of the District Superintendent, who is/are hereby authorized and directed, to execute and deliver the Site Lease and Sublease as provided by Section 2 above, execute and deliver documents and/or negotiate documents with American Modular Systems and as required execute court pleadings or documents necessary to effectuate the prompt litigation of the validation action, and to do any and all things necessary, in consultation with the staff, that they may deem necessary or advisable in order to effectuate the purpose and intent of this Resolution, all subject to ratification of the Board of Education, if necessary. Said delegation shall be valid during the construction of the Project, or until otherwise rescinded by the Governing Board.

Section 7. <u>Effective Date</u>. This Resolution shall take effect upon adoption.

PASSED AND ADOPTED this 21st day of June, 2011 by the following vote:

AYES: Eric Padget, Karin Freeman, Carol Downey, Carrie Buck, Judi Carmona

NOES: None

ABSENT: None

ABSTAINED: None

I, Eric Padget, President of the Placentia-Yorba Linda Unified School District Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of the resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which resolution is on file in office of said Board.

Eric Padget President of the Board of Education Placentia-Yorba Linda Unified School District

I, Carol Downey, Clerk of the Board of Education of the Placentia-Yorba Linda Unified School District, do hereby certify that the foregoing Resolution was introduced and adopted by the Board of Education of the Placentia-Yorba Linda Unified School District at a regular session meeting thereof held on the 21st day of June, 2011, by the following forgoing vote.

Carol Downey Clerk of the Board of Education Placentia-Yorba Linda Unified School District

RESOLUTION NO. 73

RESOLUTION OF THE BOARD OF EDUCATION OF THE PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT AUTHORIZING THE EXECUTION AND DELIVERY OF A SITE LEASE AND SUBLEASE AND OTHER ACTS RELATING TO THE SITE WORK FOR THE RESTROOM BUILDING IN QUAD PROJECT AT VALENCIA HIGH SCHOOL

WHEREAS, the Placentia-Yorba Linda Unified School District ("District") desires to construct improvements on a portion of the Valencia High School campus as a lease-leaseback project whereby the District will lease the Site which the District owns to Paul C. Miller Construction Company, Inc. who will construct the Project thereon and lease the Project and underlying Site back to the District;

WHEREAS, Education Code Section 17406 authorizes the governing board of a school district, without advertising for bids, to let to any person, firm or corporation any real property belonging to the district if the instrument by which such property is let requires the lessee to construct on the demised premises, a building or buildings for use of the school district during the term thereof, and provides that title to the building shall vest in the school at the expiration of that term;

WHEREAS, it is in the best interest of the District to cause the construction of the Project through lease and sublease of the Site pursuant to Education Code Section 17406;

WHEREAS, in order to complete the Project, it is necessary that the District enter into the Site Lease, in which the Site will be leased to Paul C. Miller Construction Company, Inc., and a Sublease which provides for the sublease of the Site and the lease of the Project by Paul C. Miller Construction Company, Inc. to the District, and that certain other action be taken and authorized;

WHEREAS, the Sublease includes construction provisions with which Paul C. Miller Construction Company, Inc. shall comply with respect to construction of the Project ("Construction Services Agreement");

WHEREAS, pursuant to Section 17402 of the Education Code, the plans and specifications for the Project must be prepared and adopted prior to entering into Site Lease and the Sublease agreement for the Project ("Plans and Specifications");

WHEREAS, the Plans and Specifications have been approved by the Division of State Architect ("DSA");

WHEREAS, in order to ensure that moneys sufficient to pay all costs will be available for the Project, the District desires to appropriate funds for the Project from its current fiscal year as provided by the Sublease;

WHEREAS, the Board has been presented with the Plans and Specifications for the Project and has examined and approves of such documents, subject to minor revisions, if any, by DSA, and subject to the delegation of authority provided by the Board as set forth below;

WHEREAS, the Board has been presented with the form of each document referred to herein relating to the transaction contemplated hereby and the Board has examined and approved each document and desires to authorize and direct the execution of such documents and the consummation of such transaction, subject to the delegation of authority provided by the Board as set forth below;

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

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE PLACENTIA- YORBA LINDA UNIFIED SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. <u>Recitals</u>. All of the recitals herein contained are true and correct.

Section 2. <u>Site Lease and Sublease</u>. The form of agreement entitled "Site Lease" and the form of agreement entitled "Sublease" (with Construction Services Agreement attached thereto as Exhibit "D"), each presented to this meeting and each to be entered into by and between the District and Paul C. Miller Construction Company, Inc., which together provide generally for (i) the lease by the District of the Site to Paul C. Miller Construction Company, Inc., (ii) the sublease of the Site and the lease of the Project by Paul C. Miller Construction Company, Inc. to the District, and (iii) the payment of certain lease payments by the District under the Sublease in an amount equal to the aggregate construction costs for the Project as set forth in the Construction Services Agreement ("Lease Payments") are hereby approved subject to any revisions which are acceptable to both District's Superintendent ("Superintendent") and District's legal counsel. The Superintendent or their designee is hereby authorized and directed, for and in the name and on behalf of the District, to execute and deliver to Paul C. Miller Construction Company, Inc. such agreements, once finalized, pursuant to the delegation of authority provided for hereby.

Section 3. <u>Approval of Process</u>. The Governing Board hereby approves of the lease-leaseback process and approves of the Guaranteed Maximum Price amount of SIX HUNDRED EIGHTY-FOUR THOUSAND, SIX HUNDRED SEVENTY-ONE DOLLARS (\$684,671.00) plus a District Contingency amount of SIXTY-EIGHT THOUSAND, FOUR HUNDRED SIXTY-EIGHT DOLLARS (\$68,468.00), for a total amount of SEVEN HUNDRED FIFTY-THREE THOUSAND, ONE HUNDRED THIRTY-NINE DOLLARS (\$753,139.00), for the construction of the Project pursuant to the terms of the Construction Services Agreement.

Section 4. <u>Approval of Plans and Specifications</u>. The Governing Board hereby approves of the DSA-approved Plans and Specifications for the Project.

Section 5. <u>Validation Action</u>. The Board hereby authorizes District counsel to file and litigate an appropriate validation action, as required, in the appropriate court with respect to the construction of the Project and the matters approved by this Resolution.

Section 6. <u>Other Acts: Delegation</u>. The District's Governing Board hereby approves a delegation of authority and appoints the District Superintendent, or the designee of the District Superintendent, who is/are hereby authorized and directed, to execute and deliver the Site Lease and Sublease as provided by Section 2 above, execute and deliver documents and/or negotiate documents with Paul C. Miller Construction Company, Inc. and as required execute court pleadings or documents necessary to effectuate the prompt litigation of the validation action, and to do any and all things necessary, in consultation with the staff, that they may deem necessary or advisable in order to effectuate the purpose and intent of this Resolution, all subject to ratification of the Board of Education, if necessary. Said delegation shall be valid during the construction of the Project, or until otherwise rescinded by the Governing Board. Section 7. <u>Effective Date</u>. This Resolution shall take effect upon adoption.

PASSED AND ADOPTED this 21st day of June, 2011 by the following vote:

AYES: Eric Padget, Karin Freeman, Carol Downey, Carrie Buck, Judi Carmona

NOES: None

ABSENT: None

ABSTAINED: None

I, Eric Padget, President of the Placentia-Yorba Linda Unified School District Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of the resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which resolution is on file in office of said Board.

Eric Padget President of the Board of Education Placentia-Yorba Linda Unified School District

I, Carol Downey, Clerk of the Board of Education of the Placentia-Yorba Linda Unified School District, do hereby certify that the foregoing Resolution was introduced and adopted by the Board of Education of the Placentia-Yorba Linda Unified School District at a regular session meeting thereof held on the 21st day of June, 2011, by the following forgoing vote.

Carol Downey Clerk of the Board of Education Placentia-Yorba Linda Unified School District

EXTENSION OF TIME – VARIOUS CONTRACTS

Vendor Name	Amendment No.	Contract No.	Project Number	Purchase Order	New Contract End Date
Donald Krotee Partnership, Inc.	1	1011-16	VHS-9224-9307-071	103685	06/30/2012
Knowland Construction Services, LLC	1	0910-76	ELD-9722-9302-076	009150	12/31/2011
Reliant Testing Engineers, Inc.	1	1011-70	VHS-9224-9305-030	107123	12/31/2011
School Facility Consultants	3	0809-09	BPS-9604	903447	06/30/2012

INDEPENDENT CONTRACTOR AGREEMENTS – EDUCATIONAL SERVICES

1. Zulma Martinez	Presenter of "Five Ways to Support Your Child at Home" inservice for parents at Valadez Middle School Academy, March 29, 2011; budgeted categorical funds, NTE \$300.
2. Stan Breckenridge, Ph.D.	Presenter of summer institute history lectures as part of the Teaching American History grant, June 23, 2011; budgeted categorical funds, NTE \$900.
3. John Boverg	Presenter of history seminars for teachers, October 13, 2010 to July 2, 2011;originally board approved October 12, 2010; increase categorical funds by \$1,500 for a new total NTE \$3,900.
4. William Lacey	Presenter of history seminars for teachers, October 13, 2010 to July 2, 2011; originally board approved October 12, 2010; increase categorical funds by \$1,500 for a new total NTE \$3,900.
 CSM (California School Management) Consulting, Inc. 	Provider of coordination of E-rate fund recovery, assessment, review and follow-through on E- rate applications including managing inquiries from various governmental entities, July 1, 2011 to June 30, 2012; budgeted general funds, NTE \$20,000.
6. California Weekly Explorer, Inc.	Presenter of history assemblies at Morse Elementary School, November 14, 2011 to June 5, 2012; budgeted gift funds, NTE \$2,635.
7. Resilient Communications, Inc.	Provider of design, implementation and testing of Cisco Digital Media system appliances, software and encoders for the district, July 1, 2011 to June 30, 2012; budgeted Measure A funds, NTE \$23,200.
8. Andrew Paul Stadel	Provider of professional development on interactive math classrooms, July 1 to August 30, 2011; budgeted general funds, NTE \$375.
9. Susan M. Fosnot, Ph.D.	Provider of evaluation, observation and IEP attendance for special education students, May 26 to June 30, 2011; budgeted special education funds, NTE \$4,000.
10. Franklin Haynes Marionettes	Presenter of marionettes assemblies for summer child care centers, August 25, 2011; budgeted child care funds, NTE \$600.

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11. City of Santa Ana (Zoomobile)	Presenter of Zoomobile assemblies for summer child care centers, August 16, 2011; budgeted child care funds, NTE \$175.	
12. City of Santa Ana (Zoomobile)	Presenter of Zoomobile assemblies for summer child care centers, July 29, 2011; budgeted child care funds, NTE \$175.	
13. Prehistoric Pets	Presenter of Jurassic Park assemblies for summer child care centers, July 22, 2011; budgeted child care funds, NTE \$260.	
14. CPR and First Aid Ins.	Provider of CPR and First Aid classes for child care employees, September 1, 2011 to June 30, 2012; budgeted child care funds, NTE \$4,600.	
15. Kids Love Music	Presenter of music assemblies for summer child care centers, July 5 to August 15, 2011; budgeted child care funds, NTE \$350.	
16. After School Enrichment Programs	Presenter of chess classes for summer child care centers, June 29 to July 21, 2011; budgeted child care funds, NTE \$8,400.	
17. After School Enrichment Programs	Presenter of spotlight theater classes for summer child care centers, July 27 to August 18 2011; budgeted child care funds, NTE \$7,000.	
18. Academic Entertainment	Presenter of technology/music assemblies for summer child care centers, August 1-2, 2011; budgeted child care funds, NTE \$3,980.	
19. Kids Love Music	Presenter of music assemblies for summer child care centers, June 24, 2011; budgeted child care funds, NTE \$200.	
20. California Clown School, LLC	Presenter of clown assemblies for summer child care centers, August 22-23, 2011; budgeted child care funds, NTE \$3,200.	
21. Manny Toledo Soccer	Presenter of soccer camp for summer child care centers, June 28, 2011; budgeted child care funds, NTE \$300.	
22. Total Educational Systems Support (TESS)	Presenter of Explicit Direct Instruction training for teachers at Tynes Elementary School, May 16-17, 2011; budgeted categorical funds, NTE \$3,500.	
23. Mitchel D. Perlman, Ph.D.	Provider of evaluation, observation and IEP attendance for special education students, May 24, 2011 to June 30, 2012; budgeted special education funds, NTE \$9,000.	

Placentia-Yorba Linda Unified School District

RESOLUTION NO. 64 OF THE PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT GOVERNING BOARD DETERMINING STEPS TO ENSURE AVAILABILITY OF TEXTBOOKS AND INSTRUCTIONAL MATERIALS FOR 2011-12

WHEREAS, Education Code Section 60119 establishes steps and procedures to ensure the availability of textbooks and instructional materials in order to be eligible to receive funds for that purpose, and;

WHEREAS, the procedures require that school districts take appropriate action to ensure the availability of textbooks and instructional materials on a yearly basis, and;

WHEREAS, pursuant to Education Code Sections 60119 and 60422(b), the Board is required to hold a public hearing to encourage participation by parents, teachers, members of the community interested in the affairs of the school district, and bargaining unit leaders, and;

WHEREAS, the Board is required to provide 10 days' notice of the public hearing or hearings, and;

WHEREAS, the notice shall contain the time, place, and purpose of the hearing and be posted in three public places within the school district, and;

WHEREAS, the hearing shall be held at a time that will encourage the attendance of teachers and parents and guardians of pupils who attend the schools in the district and shall not take place during or immediately following school hours, and;

WHEREAS, the governing Board of a school district, as part of the required hearing, shall also make a written determination as to whether each pupil enrolled in a foreign language or health course has sufficient textbooks or instructional materials that are consistent with the content and cycles of the curriculum frameworks adopted by the state board for those subjects, and;

WHEREAS, the governing Board shall also determine the availability of laboratory science equipment as applicable to science laboratory courses offered in grades 9-12, inclusive, and;

WHEREAS, a public hearing was held on June 21, 2011, and;

WHEREAS, the Board is required to make a determination as to whether each pupil in each school in the district has sufficient textbooks or instructional materials, or both, that are aligned to the content standards adopted pursuant to Education Code Section 60605 in each of the following subjects, as appropriate, that are consistent with the content and cycles of the curriculum framework adopted by the State Board:

- (i) Mathematics
 - (ii) Science
 - (iii) History-social science
 - (iv) English/language arts, including the English language development component of an adopted program
 - (v) Visual and performing arts

NOW, THEREFORE BE IT RESOLVED, that the governing Board makes the determination that each pupil of the district, has available sufficient textbooks or instructional materials, or both, that are aligned to the content standards adopted pursuant to Education Code Section 60605 in each subject listed above, consistent with the content and cycles of the curriculum framework adopted by the State Board and adopted by this Board in accordance with the procedures as established.

BE IT FURTHER RESOLVED, that for the 2011-2012 school year, the Placentia-Yorba Linda Unified School District will provide each pupil with sufficient textbooks or instructional materials, or both, that are aligned to the content standards adopted pursuant to Education Code Section 60605 in each subject listed above, consistent with the content and consistent with the cycles and content of the curriculum framework adopted by the State Board for those subjects.

BE IT FURTHER RESOLVED, that for the 2011-12 school year, the Placentia-Yorba Linda Unified School District will provide sufficient textbooks or instructional materials, or both, that are consistent with the content and cycles of the curriculum frameworks adopted by the state board, to each pupil enrolled in a foreign language or health course and that sufficient laboratory science equipment applicable to science laboratory courses offered in grades 9 - 12, inclusive, is available to pupils.

AYES:Eric Padget, Karin Freeman, Carol Downey, Carrie Buck, Judi CarmonaNOES:NoneABSENT:None

STATE OF CALIFORNIA) COUNTY OF ORANGE)

I hereby certify the foregoing Resolution was duly and regularly adopted by the Placentia-Yorba Linda Unified School District at a regular meeting of the said Board held at Orange County, California on the 21st day of June 2011.

ATTEST:

Eric Padget, Board President

Dennis M. Smith, Secretary to the Board of Education

PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT

RECOMMENDED TEXTBOOK ADOPTIONS -

GRADE: TRANSITIONAL KINDERGARTEN (PREPPY K)

COURSE	ТЕХТВООК
English Language Arts	Hampton Brown Avenues K (HB © 2004); Houghton Mifflin Pre-K Comprehensive Reading Program (ISBN# 978-0618- 512-249, © 2006); Houghton Mifflin Pre-K Literacy Extensions (ISBN# 978-0618-513-543, ©2006);Step Up to Writing (Sopris West, 2 nd Edition © 2002)
Mathematics	Houghton Mifflin Pre-K Math (ISBN# 978-0618-514-069, © 2006, Houghton Mifflin Pre-K Math Extensions (ISBN# 978- 0618-514-205, © 2006); Houghton Mifflin Kindergarten Centers and Supplemental (HM California Math, © 2009)
English Language Development	Houghton Mifflin Reading/ELD (HM Reading, © 2003), PYLUSD ELD Program, ELD Grammar Scope and Sequence (2010), Hampton Brown Avenues K
Social Studies	Kindergarten Blocks Program (Locally developed supplemental program aligned to California Kindergarten History/Social Science Standards)
Science/Health	Full Option Science Systems (FOSS) Discovery Kits: Oceans © 2001); Insects & Spiders © 2002; Dinosaurs © 2001, Health & Nutrition © 2001; Body & Senses (FOSS © 2001); Supplemental: GEMS, AIMS
Handwriting	Handwriting Without Tears (HWT © 2008)

NEW AND REVISED COURSES OF STUDY

Chinese 4 IB (SL) Chinese 4/AP PE Recreation Digital Careers Networking 1 & 2 (name change) Networking 3 & 4 (name change)

Special Education Courses

Foundational Language Arts Foundational Math Foundational Science Foundational Independent Living Skills Foundational Elective

EXTENDED FIELD TRIPS

1.	El Dorado High School	Josten's Summer Yearbook Camp, July 25-28, 2011 in Indian Wells, California.
2.	El Dorado High School	Orange County (CADA Region 17) Leadership Camp, August 9-12, 2011 in Santa Barbara, California.
3.	Valencia High School	Orange County (CADA Region 17) Leadership Camp, August 9-12, 2011 in Santa Barbara, California.
4.	El Dorado High School	Durango High School Fall Classic Volleyball Tournament, September 15-18, 2011 in Las Vegas, Nevada.

<u>GIFTS</u>

- 1. Check in the amount of \$100 from Wells Fargo Foundation to be used for instructional purposes at Bryant Ranch School.
- 2. Check in the amount of \$245 from Danny A. Ortega to be used for the SERVE program at El Dorado High School.
- 3. Check in the amount of \$1,000 from BJ's Restaurant Foundation, Inc. to be used for instructional purposes at Fairmont Elementary School.
- 4. Check in the amount of \$1,515.75 from Fairmont PTA to be used for a field trip for Fairmont Elementary School.
- 5. Check in the amount of \$2,380.75 from Golden PTA to be used for field trips for Golden Elementary School.
- 6. Check in the amount of \$100 from Journalism Education Association, Kansas State University, to be used for sub costs at Kraemer Middle School.
- 7. Checks totaling \$15,685.75 from Lakeview Elementary School to be used for field trips, assemblies and instructional materials for Lakeview Elementary School.
- 8. Checks totaling \$4,672.05 from Linda Vista PTA to be used for assemblies, custodial supplies and instructional materials for Linda Vista Elementary School.
- 9. Check in the amount of \$500 from Rose Drive PTA to be used for the ST Music teacher at Rose Drive Elementary School.
- 10. Check in the amount of \$31,725 from Travis Ranch PTA to be used for teacher grants at Travis Ranch School.
- 11. Check in the amount of \$650 from Travis Ranch PTA to be used to purchase kindergarten tricycles for Travis Ranch School.
- 12. Check in the amount of \$1,671.35 from John Tynes PTA to be used for outdoor education for John Tynes Elementary School.
- 13. Check in the amount of \$75 from Toyota Motor Sales, Inc. to be used for instructional materials for Yorba Linda High School.
- 14. Check in the amount of \$250 from an anonymous donor to be used for future educational endeavors of an Esperanza student.
- 15. Check in the amount of \$10,000 from Arinder Chadha, M.D., Inc to be used to purchase textbooks for Valencia High School.

CLASSIFIED PERSONNEL REPORT

<u>Retirement</u>	<u>Position</u>	<u>Site</u>		Effective
Mary Hartigan	Library/Media Tech.	B-Yorl		06/30/11
Jerry Hinds	Child Care Teacher I	Morse		05/20/11
Shirley Korsek	Spec. Ed. Aide I	Glenvi		06/16/11
Resignation	Position	Effec. Date		
Rebekah Banks	Spec. Ed. Aide III	06/16/11		
Carly Barr	Child Care Tch. I	06/17/11		
Donna Carter	Spec. Ed. Aide II	04/28/11		
Dianna Castner	Spec. Ed. Aide II	05/25/11		
Kristi Cook	Child Care Tch. I	06/17/11		
Dustin Hurley	Spec. Ed. Aide I	06/16/11		
Chenee Jenkins	Child Care Tch. I	06/16/11		
Alexandra Salguero	Spec. Ed. Aide II	06/16/11		
Nita Shea	Inst. Aide	06/16/11		
Melissa Taylor-Sabo	Spec. Ed. Aide II	06/16/11		
Katrina Torrez	Child Care Tch. I	06/16/11		
<u>Leave of Absence</u>	<u>Position</u>	<u>Site</u>	<u>Reason</u>	<u>Effec. Dates</u>
Judy Gutierrez	Spec. Ed. Aide III	Kraemer	Personal	09/06/11-11/30/11
Ruth Panzino	Spec. Ed. Aide I	Tuffree	Personal	09/06/11-06/15/12
<u>Employ</u> <u>Name</u> Cain Barrozo	<u>Position</u> Computer Operator	<u>Site</u> Techn	ology	<u>Effective</u> 05/18/11
<u>Change of Status</u> <u>Employee</u> Evelyn Earll Joanne Stigerts Ramiro Vitela	<u>Position</u> Bil. Inst. Aide Lib/Media Asst. Spec. Ed. Aide I/III	<u>From</u> 3 Hrs/Day 3.75 Hrs/Day 3.9 Hrs/Day	<u>To</u> 3.75/Day 4.75 Hrs/Day 6.9 Hrs/Day	Effective 04/26/11 06/13/11 05/09/11
Short Term Allison Adams Allison Adams Thomas Adams Adrianna Aguila Ellen Aguilar Lindsay Aguilar Salina Aguilar Jose Aldama Alessandro Alfaro Sorjuana Alonso Maria Alvarado Nicole Aranda Ruth Arizmendi Steven Arriaga Phillip Arroyo Gayle Ashcraft Ana Baker	Position Spec. Ed. Aide III Spec. Ed. Aide III Spec. Ed. Aide II Spec. Ed. Aide II Spec. Ed. Aide II Spec. Ed. Aide II Spec. Ed. Aide I Spec. Ed. Aide II Spec. Ed. Aide II Bil. Sch. Read. Aide Lang. Dev. Aide Spec. Ed. Aide III Spec. Ed. Aide II Spec. Ed. Aide II	NTE Hours 14 Summer Summer Summer Summer Summer 30 32 Summer Summer 45 Summer Summer Summer	Site Mabel Paine Tynes Travis El Dorado George Key Brookhaven George Key Fairmont Ed. Svs. Ed. Svs. Ed. Svs. Tynes Fairmont Ruby Dr. Travis MS Tynes Travis	Effec. Dates 05/23/11-06/16/11 06/27/11-07/28/11 06/27/11-07/28/11 06/27/11-07/28/11 06/27/11-07/28/11 06/27/11-07/28/11 05/16/11-06/16/11 06/27/11-07/28/11 06/27/11-07/28/11 06/27/11-07/28/11 06/27/11-07/28/11 06/27/11-07/28/11 06/27/11-07/28/11 06/27/11-07/28/11

Short Term Pam Battenburg Deby Becker Julie Beith Janette Bell George Benetado Daisy Bennett Garrett Bentley Shilpa Bhayya Kathy Bouissere Nina Bond Jillian Book Jillian Book June Bosley Megann Briggs Donna Brown Lindsay Brown Linda Buehler Heather Burn Karyn Butler Linda Calvert Kristin Camacho Justin Camarena Sharon Campo Janet Campost Shari Cardinez Kim Carrillo Nicole Castillo Nicole Castillo Maria Cervantes (2) Christina Chavez Pam Chavez Elizabeth Clasen Bridgett Cloutier Lindsay Coates (2) Heather Cook Karina Cooke Kenny Craik Daniel Crocker Emily Crow Priscilla Cruz Priscilla Cruz Rebecca Cruz Vanessa Cruz Carol Davis **Carol Davis** Samadi Dixon Terry Donovan Michael Doria Andrew Eapen Catrina Eazell Laura Eckert Karen Eder

Position Spec. Ed. Aide II Spec. Ed. Aide II Lib/Med. Tech. Spec. Ed. Aide II Spec. Ed. Aide II Spec. Ed. Aide I Spec. Ed. Aide II Spec. Ed. Aide II Spec. Ed. Aide I Spec. Ed. Aide III Spec. Ed. Aide II Spec. Ed. Aide II Spec. Ed. Aide I Spec. Ed. Aide III Spec. Ed. Aide II Sp/Lang Path. Asst. Spec. Ed. Aide III Spec. Ed. Aide III Bil. Sch. Sectv I Spec. Ed. Aide II Spec. Ed. Aide I Campus Supv. Spec. Ed. Aide II Spec. Ed. Aide I Spec. Ed. Aide II Spec. Ed. Aide II Spec. Ed. Aide II Spec. Ed. Aide II Comp. Inst. Aide Spec. Ed. Aide I Spec. Ed. Aide II Spec. Ed. Aide II Spec. Ed. Aide I Spec. Ed. Aide III Spec. Ed. Aide I Spec. Ed. Aide II Spec. Ed. Aide II Spec. Ed. Aide II Spec. Ed. Aide I Spec. Ed. Aide III Spec. Ed. Aide II Spec. Ed. Aide I Spec. Ed. Aide II Spec. Ed. Aide II Spec. Ed. Aide I Sp/Lang. Path. Asst. Summer Spec. Ed. Aide I

NTE Hours Summer Summer 15 Summer Summer Summer Summer Summer Summer Summer Summer 30 Summer Summer Summer Summer 60 Summer 20 Summer 10 Summer Summer Summer Summer Summer 3 Summer 5 Summer Summer Summer Summer 48 Summer Summer Summer Summer Summer 24 Summer Summer Summer 27 Summer Summer Summer Summer Summer Summer Summer

Site Effec. Dates (Cont'd) Travis MS 06/27/11-07/28/11 George Key 06/21/11-07/28/11 Bryant R. 05/16/11-06/10/11 Fairmont 06/27/11-07/28/11 06/21/11-07/28/11 El Dorado Travis MS 06/27/11-07/28/11 Travis 06/27/11-07/28/11 George Key 06/21/11-07/28/11 Travis MS 06/27/11-07/28/11 Tvnes 06/27/11-07/28/11 George Key 06/27/11-07/28/11 George Key 05/25/11-06/16/11 El Dorado 06/21/11-07/28/11 Tynes 06/27/11-07/28/11 Travis 06/27/11-07/28/11 Spec. Ed. 06/27/11-07/28/11 Spec. Ed. 04/16/11-06/16/11 Tynes 06/27/11-07/28/11 Ruby Dr. 07/01/11-09/30/11 Tvnes 06/27/11-07/28/11 BYMS 05/31/11-06/16/11 Spec. Ed. 06/21/11-07/28/11 Fairmont 06/27/11-07/28/11 Fairmont 06/27/11-07/28/11 06/27/11-07/28/11 Fairmont Fairmont 06/27/11-07/28/11 Wagner 05/24/11-05/24/11 Fairmont 06/27/11-07/28/11 Ruby Dr. 05/06/11-06/17/11 Fairmont 06/27/11-07/28/11 Travis MS 06/27/11-07/28/11 Travis MS 06/27/11-07/28/11 Fairmont 06/27/11-07/28/11 Mabel Paine 05/10/11-06/16/11 Travis 06/27/11-07/28/11 El Dorado 06/21/11-07/28/11 Tynes 06/27/11-07/28/11 Fairmont 06/21/11-07/28/11 Travis Middle 06/21/11-07/28/11 Fairmont 05/31/11-06/16/11 Fairmont 06/27/11-07/28/11 06/27/11-07/28/11 Fairmont Tynes 06/27/11-07/28/11 Fairmont 05/09/11-06/16/11 Spec. Ed. 06/27/11-07/28/11 Fairmont 06/27/11-07/28/11 Travis 06/27/11-07/28/11 El Dorado 06/21/11-07/28/11 Fairmont 06/27/11-07/28/11 Tynes/Travis 06/27/11-07/28/11 Spec. Ed. 06/27/11-07/28/11 Travis MS 06/27/11-07/28/11

<u>Short Term</u>	Position	NTE Hours	<u>Site</u>	<u>Effec. Dates</u> (Cont'd)
Ana Egizzi	Spec. Ed. Aide I	Summer	Tynes	06/27/11-07/28/11
Pat Espinoza	Spec. Ed. Aide I	Summer	Tynes	06/27/11-07/28/11
Debbie Esposito	Spec. Ed. Aide III	5	Tynes	05/10/11-06/30/11
Anita Etchagaray	Spec. Ed. Aide II	Summer	Fairmont	06/27/11-07/28/11
Amanda Fain	Spec. Ed. Aide II	53	George Key	05/26/11-06/16/11
Martha Fain	Spec. Ed. Aide II	Summer	George Key	06/27/11-07/28/11
Ashley Falls	Spec. Ed. Aide II	Summer	Tynes	06/27/11-07/28/11
Damaris Falub	Spec. Ed. Aide II	Summer	George Key	06/21/11-07/28/11
Janet Fears	Spec. Ed. Aide II	Summer	El Dorado	06/21/11-07/28/11
Nicole Feldbusch (2)	Spec. Ed. Aide III	211	Mabel Paine	03/23/11-06/16/11
Nicole Feldbusch	Spec. Ed. Aide III	Summer		06/27/11-07/28/11
	•		Tynes	06/27/11-07/28/11
Karri Fordyce	Spec. Ed. Aide III	Summer	Tynes	
Madeline Fox	Spec. Ed. Aide II	Summer	Travis MS	06/27/11-07/28/11
Connie Francis-Ellis	Spec. Ed. Aide I	Summer	Spec. Ed.	06/21/11-07/28/11
Kevin Fry	Spec. Ed. Aide II	Summer	Travis MS	06/27/11-07/28/11
Terry Galvan	Spec. Ed. Aide II	Summer	Tynes	06/27/11-07/28/11
Yessica Gamboa	Spec. Ed. Aide III	Summer	Fairmont	06/27/11-07/28/11
Julie Garcia	Spec. Ed. Aide I	Summer	Travis	06/27/11-07/28/11
Tanya Garcia Mancia	Spec. Ed. Aide III	12	Mabel Paine	05/23/11-06/16/11
Tanya Garcia Mancia	Spec. Ed. Aide III	Summer	Fairmont	06/27/11-07/28/11
Linda Gaunt	Spec. Ed. Aide I	Summer	Travis	06/27/11-07/28/11
Stacy Gee	Spec. Ed. Aide I	Summer	El Dorado	06/21/11-07/28/11
Jason Gerry	Spec. Ed. Aide II	Summer	El Dorado	06/21/11-07/28/11
Rita Giehl	Spec. Ed. Aide II	Summer	El Dorado	06/21/11-07/28/11
Lisa Gilles	Spec. Ed. Aide II	Summer	George Key	06/21/11-07/28/11
Ashley Gillette	Spec. Ed. Aide I	Summer	Travis	06/27/11-07/28/11
Alicia Gonzalez	Noon Supv.	25	Topaz	05/16/11-06/16/11
Leczi Gonzalez	Lead Academy Tutor	40	Tynes	05/15/11-06/24/11
Laurene Grigory	Clerk I	30	Mabel Paine	06/17/11-07/01/11
Aimee Gwatney	Spec. Ed. Aide III	Summer	Tynes	06/27/11-07/28/11
Aimee Gwatney	Spec. Ed. Aide III	6	Tynes	05/31/11-06/16/11
Judy Haack	Spec. Ed. Aide III	Summer	Tynes	06/27/11-07/28/11
Monica Haerens	Spec. Ed. Aide III	Summer	Tynes	06/27/11-07/28/11
Doug Hemmerling	Campus Supv.	8	Esperanza	05/12/11-06/17/11
Sonia Herrington	Spec. Ed. Aide II	Summer	George Key	06/21/11-07/28/11
Carmen Hilgenberg	Spec. Ed. Aide II	Summer	Travis	06/27/11-07/28/11
Wendy Hilton	Spec. Ed. Aide III	Summer	Tynes	06/27/11-07/28/11
Randy Hoskins	Sp/Lang. Path. Asst.	Summer	Spec. Ed.	06/21/11-07/28/11
Jacqueline Humphrey	Spec. Ed. Aide II	Summer	Tynes	06/27/11-07/28/11
Dustin Hurley	Spec. Ed. Aide II	Summer	El Dorado	06/21/11-07/28/11
Sharon Hutchinson	Spec. Ed. Aide III	60	Spec. Ed.	04/14/11-06/16/11
Tami Johnson	Spec. Ed. Aide III	90	Spec. Ed.	06/27/11-07/28/11
Megan Jones	Spec. Ed. Aide II	Summer	Fairmont	06/27/11-07/28/11
Suzanne Kammer	Spec. Ed. Aide III	Summer	Tynes	06/27/11-07/28/11
Jodi Kauhaahaa	Spec. Ed. Aide I	Summer	Fairmont	06/27/11-07/28/11
Joanna Keating-Velasco	Spec. Ed. Aide II	Summer	George Key	06/21/11-07/28/11
Mary Kim	Spec. Ed. Aide II	Summer	George Key	06/27/11-07/28/11
Ryan Kim	Spec. Ed. Aide II	Summer	El Dorado	06/21/11-07/28/11
Sarah Knight	Spec. Ed. Aide III	Summer	Tynes	06/27/11-07/28/11
Adrienne Kresge	Spec. Ed. Aide III	Summer	Tynes	06/27/11-07/28/11
Christina Kuhn	Spec. Ed. Aide III	90	Spec. Ed.	06/27/11-07/28/11
Cynthia La Caze	Spec. Ed. Aide II	Summer	El Dorado	06/21/11-07/28/11
	Spool 20. 7 100 11	Gammor	2.20.000	

Short Term Anchao Lai **Danielle Lakin** Danielle Lakin Nancy Lamberson Jason Lander Monica Landfield Louise Leininger Adele Lightfoot Gail Lofdahl Evelyn Lopez Magaly Lopez-Galleon Janine Lozon Garet Magdaleno Mary Lou Mannion Kristen Mason Matt Mason Sonia Matsumoto Dena Mavritsakis Fiona McCarthv Heide McCue Kathy McKelvey Lisa McKinley Pauline McLachlan Melissa Meek **Cheryl Meeves** Chris Mendez Erica Mendez Iris Mene Laura Merica **Deborah Meyer** Kathy Miller Lizeth Molina Lizeth Molina Estela Monrov Iris Morgan Kevin Morgutia Lisa Morrow Ami Mulhall Lisa Munn Emily Murphy Debrah Murray Debbie Naval Amy Nelson Stephane Newbill Suzanne Norton Kimberly O'Connell Joan O'Keefe Heather Olson Blake Onishi Heather Osborn Eliana Padilla Esmerita Palafox

Position Spec. Ed. Aide II Spec. Ed. Aide III Spec. Ed. Aide III Comp. Inst. Aide Spec. Ed. Aide II Spec. Ed. Aide I Spec. Ed. Aide I Spec. Ed. Aide I Spec. Ed. Aide II Spec. Ed. Aide III Health Clerk Spec. Ed. Aide II Spec. Ed. Aide II Clerk I Spec. Ed. Aide III Bil. Sr. Clerk Campus Supv. Spec. Ed. Aide II Spec. Ed. Aide II Spec. Ed. Aide II Spec. Ed. Aide II Spec. Ed. Aide III Spec. Ed. Aide II Spec. Ed. Aide I Spec. Ed. Aide III Spec. Ed. Aide III Bil. Inst. Aide Spec. Ed. Aide II Groundskeeper Spec. Ed. Aide II Spec. Ed. Aide III Spec. Ed. Aide II Spec. Ed. Aide II Spec. Ed. Aide I Spec. Ed. Aide II Spec. Ed. Aide III Spec. Ed. Aide II Spec. Ed. Aide III Spec. Ed. Aide III Spec. Ed. Aide II Spec. Ed. Aide III Spec. Ed. Aide II Spec. Ed. Aide III Spec. Ed. Aide II Spec. Ed. Aide II

NTE Hours Summer Summer 20 2 Summer 5 Summer Summer Summer 20 Summer 224 Summer Summer Summer Summer Summer 6 Summer Summer Summer 5 25 Summer 240 Summer 20 Summer 22 Summer Summer

Site Effec. Dates (Cont'd) George Key 06/27/11-07/28/11 Tynes 06/27/11-07/28/11 Tynes 05/31/11-06/16/11 Ruby Dr. 05/06/11-06/10/11 El Dorado 06/21/11-07/28/11 Fairmont 06/27/11-07/28/11 06/27/11-07/28/11 Tynes Fairmont 06/27/11-07/28/11 Travis 06/27/11-07/28/11 El Dorado 06/21/11-07/28/11 Fairmont 06/27/11-07/28/11 Travis 06/27/11-07/28/11 El Dorado 06/21/11-07/28/11 Tynes 06/27/11-07/28/11 Tynes 06/27/11-07/28/11 El Dorado 06/21/11-07/28/11 Tynes 05/10/11-06/30/11 George Key 06/27/11-07/28/11 Tvnes 06/27/11-07/28/11 George Key 06/21/11-07/28/11 Lakeview 08/15/11-06/30/12 Tynes 06/27/11-07/28/11 Trans. 05/16/11-06/30/11 Spec. Ed. 06/21/11-07/28/11 Fairmont 06/27/11-07/28/11 Travis MS 06/27/11-07/28/11 Travis MS 06/27/11-07/28/11 El Dorado 06/21/11-07/28/11 Spec. Ed. 05/10/11-06/30/11 El Dorado 06/21/11-07/28/11 Fairmont 06/27/11-07/28/11 06/27/11-07/28/11 Tynes Spec. Ed. 05/10/11-06/30/11 Topaz 05/16/11-06/16/11 El Dorado 06/21/11-07/28/11 Maintenance 05/18/11-06/30/11 06/27/11-07/28/11 Fairmont Spec. Ed. 05/10/11-06/30/11 George Key 06/27/11-07/28/11 George Key 06/27/11-07/28/11 Tynes 06/27/11-07/28/11 Fairmont 06/27/11-07/28/11 Tynes 06/27/11-07/28/11 Tynes 06/27/11-07/28/11 Tynes 06/27/11-07/28/11 Travis 06/27/11-07/28/11 Fairmont 06/27/11-07/28/11 06/27/11-07/28/11 Tynes Travis 06/27/11-07/28/11 Fairmont 05/31/11-06/16/11 Fairmont 06/27/11-07/28/11 Spec. Ed. 06/21/11-07/28/11

Short Term Esmerita Palafox Blanca Pasillas Carlos Pasillas Raduel Pasillas Mark Pe Heidi Pelphrev Laura Perez Lorena Perfecto Trevor Persaud Tracy Peterson **Brittany Pham** Gabriela Phipps Alan Platfoot Sarah Podenak Evan Quental Kathy Quental Isaac Quiroz Steve Ramaekers Svlvia Ramirez-Cuesta Martha Rangel Blanca Raya Jamie Riech Amber Reichenecker Pam Reichenecker **Yvette Reta** Maricela Reyes (2) Rocio Reyes Sharlene Rice Sheila Richards Gail Richardson Sergio Rios Gerrardo Robledo Debra Rohrs Anthony Rosales Maria Rosales Darin Rucker Darin Rucker Laura Rutledge Kristin Ryder Deanna Sabo Jessica Sandercock Maria C. Sandoval Sarah Sasser Randi Sawyer **Christine Schiebeck** Kathv Seidel Sandra Seneviratne Melinda Shank Noemi Shaw Cynthia Shepard Eva Sierra Isaiah Silva

Position Sp/Lang Path. Asst. Spec. Ed. Aide III Spec. Ed. Aide II Clerk II Spec. Ed. Aide III Spec. Ed. Aide II Spec. Ed. Aide III Sch. Secretary Spec. Ed. Aide II Spec. Ed. Aide III Spec. Ed. Aide II Spec. Ed. Aide II Campus Supv. Spec. Ed. Aide II Spec. Ed. Aide II Spec. Ed. Aide II Campus Supv. Spec. Ed. Aide II Sch. Read. Ld. Tch. Spec. Ed. Aide II Comm. Liaison Spec. Ed. Aide II Handicap Tech. Handicap Tech Spec. Ed. Aide II Bil. Clerk II Academy Tutor Spec. Ed. Aide II Spec. Ed. Aide III Spec. Ed. Aide II Spec. Ed. Aide I Spec. Ed. Aide III Spec. Ed. Aide III Spec. Ed. Aide I Spec. Ed. Aide I Spec. Ed. Aide I Campus Supv. Spec. Ed. Aide II Spec. Ed. Aide II Spec. Ed. Aide I Academy Tutor Spec. Ed. Aide II Spec. Ed. Aide II Spec. Ed. Aide III Spec. Ed. Aide II Spec. Ed. Aide II Spec. Ed. Aide II Spec. Ed. Aide II

NTE Hours Summer 30 Summer 100 Summer Summer Summer Summer 48 20 Summer Summer Summer Summer Summer 90 Summer Summer Summer 30 Summer Summer Summer 8 Summer Summer Summer 20 Summer Summer Summer Summer Summer Summer Summer

Site Spec. Ed. Tynes George Key Spec. Ed. Tvnes Fairmont Tynes Tuffree Fairmont Tynes Tynes Spec. Ed. George Key El Dorado George Key Spec. Ed. Tynes Ed. Svs. George Key Ed. Svs. Tynes Travis MS El Dorado Tynes Ed. Svs. Melrose Fairmont El Dorado Fairmont El Dorado El Dorado Spec. Ed. El Dorado Travis MS Tynes Mabel Paine Fairmont El Dorado Fairmont Esperanza George Key Fairmont Tynes Tynes Travis Travis MS Tynes Travis Travis MS George Key George Key

Effec. Dates (Cont'd) 06/27/11-07/28/11 06/27/11-07/28/11 06/21/11-07/28/11 06/21/11-07/28/11 06/27/11-07/28/11 06/27/11-07/28/11 06/27/11-07/28/11 06/27/11-07/27/11 06/27/11-07/28/11 06/27/11-07/28/11 06/27/11-07/28/11 Travis Middle 06/21/11-07/28/11 06/21/11-07/28/11 06/21/11-07/28/11 06/27/11-07/28/11 06/21/11-07/28/11 06/21/11-07/28/11 06/27/11-07/28/11 05/01/11-06/30/11 06/21/11-07/28/11 05/01/11-06/30/11 06/21/11-07/28/11 06/27/11-07/28/11 06/21/11-07/28/11 06/27/11-07/28/11 06/20/11-07/28/11 05/10/11-06/17/11 06/27/11-07/28/11 06/21/11-07/28/11 06/27/11-07/28/11 06/21/11-07/28/11 06/21/11-07/28/11 06/27/11-07/28/11 06/21/11-07/28/11 06/27/11-07/28/11 06/27/11-07/28/11 05/31/11-06/16/11 06/27/11-07/28/11 06/21/11-07/28/11 06/27/11-07/28/11 05/12/11-06/17/11 06/27/11-07/28/11 06/27/11-07/28/11 06/27/11-07/28/11 05/16/11-06/30/11 06/27/11-07/28/11 06/27/11-07/28/11 06/27/11-07/28/11 06/27/11-07/28/11 06/27/11-07/28/11 06/27/11-07/28/11 06/21/11-07/28/11

Short Term **Robert Simmons** Leimome Simpson **Debbie Spitz** Debbie Spitz Kerri Starkey Samantha Strahan Julie Sundma Maria Tanco Maria Tanco Karen Tapia Kelley Tennis-Flores Catherine Thayer Coleen Tolley Penny Tomsons **Debbie Tragos** John Truong Marcy True Yajaira Uribe Casey Valdez Christina Vargas Yolanda Velasquez Ramiro Vitela **Brett Vogt** Ian Volker Morgan Williams **Robert Willis** Joey Winter Leslie Wiseman Jacquelyn Wissman Karen Wolcott Amy Wood Kailyn Woolard Laura Woolard Youngkyung Suh Joanna Yu Vanessa Zepeda Erica Zapien

Substitutes Julie Finnicum Estelle Lubinski Pauline McLachlan John Meador Sharon Meek Kevin Morgutia Aaron Parson Brenda Rennwald

Stipends Dean Ackland Clara Adkins Sarah Altergott Position NTE Hours Spec. Ed. Aide II Summer Spec. Ed. Aide II Summer Spec. Ed. Aide III Summer Spec. Ed. Aide III Δ Spec. Ed. Aide II Spec. Ed. Aide II Spec. Ed. Aide II Spec. Ed. Aide III Spec. Ed. Aide III Spec. Ed. Aide III Comm. Liaison Spec. Ed. Aide II Spec. Ed. Aide II Spec. Ed. Aide II Elem. Lib/Med. Tech. 23 Spec. Ed. Aide II Spec. Ed. Aide III Spec. Ed. Aide II Spec. Ed. Aide II Spec. Ed. Aide I Spec. Ed. Aide II Spec. Ed. Aide III Spec. Ed. Aide III Spec. Ed. Aide III Spec. Ed. Aide III Spec. Ed. Aide I Spec. Ed. Aide III Spec. Ed. Aide II Spec. Ed. Aide II Academy Tutor Spec. Ed. Aide II Library Aide

Position Noon Supv. Spec. Ed. Aide I/II/III Bil. Sr. Clerk Spec. Ed. Aide I/II/III Acct. Tech. Groundskeeper **Bus Driver** Comp. Inst. Aide

Position Baseball Track Men's Volleyball

Summer Fairmont Summer Travis MS Summer Fairmont Summer Tynes 15 Mabel Paine Summer El Dorado 100 Ed. Svs. Summer Fairmont Summer Travis George Key Summer Bryant R. Summer Tynes Spec. Ed. 117 Summer Fairmont Summer Summer Summer Summer Summer Summer Summer Summer 10 90 26 Summer Summer Summer Summer 20 20 Summer 75 Site Fairmont Various Various Food Svs. Maintenance

George Key Fairmont Tynes El Dorado El Dorado George Key Fairmont Travis Tynes Spec. Ed. **Rose Drive** Fairmont Travis Tynes George Key G. Kev Tynes Travis MS Melrose Transportation Transportation Sierra Vista

Site

Travis

Tynes

Tynes

El Dorado

Site Esperanza YLHS YLHS

06/27/11-07/28/11 06/21/11-07/28/11 06/21/11-07/28/11 06/21/11-07/28/11 06/27/11-07/28/11 06/27/11-07/28/11 05/31/11-06/16/11 06/27/11-07/28/11 05/31/11-06/16/11 06/27/11-07/28/11 06/27/11-07/28/11 06/27/11-07/28/11 06/27/11-07/28/11 05/25/11-06/16/11 05/16/11-06/16/11 06/27/11-07/28/11 04/04/11-06/17/11 Effec. Date 04/13/11 06/21/11 05/16/11 06/21/11 06/06/11

> 05/01/11 Effec. Dates 05/14/11-06/04/11 * 02/26/11-05/06/11 * 05/07/11-05/13/11

05/18/11

05/18/11

Effec. Dates (Cont'd)

06/21/11-07/28/11

06/27/11-07/28/11

06/27/11-07/28/11

05/10/11-06/30/11

06/27/11-07/28/11

06/27/11-07/28/11

06/27/11-07/28/11

06/27/11-07/28/11

05/31/11-06/16/11

06/21/11-07/28/11

05/01/11-06/30/11

06/27/11-07/28/11

06/27/11-07/28/11

06/21/11-07/28/11

05/16/11-06/10/11

06/27/11-07/28/11

05/09/11-07/28/11

06/27/11-07/28/11

06/21/11-07/28/11

06/27/11-07/28/11

Stipends Todd Beauchamp Sue Bringhurst Britnev Brown Matt Brown Sarah Davila Galen Diaz Ted Dickenson **Christine Farrell** Chris Fox **Taylor Frank** Stephen Garcia Jeff Gorman **Daniel Hart** Sabrina Hinojos Marcus Jones Jennifer Marchisotti Jay Mericle **Dave Miller** Tony Miranda Woodv Moore Mark Naslund Kimmie Oltmanns Alicia Picazo Matthew Rice Adam Smith Ed Tunstall Al Verdun

Al verdun Alicia Young <u>Student Aide, Technology</u> Patrick Golebiowski Anthony Gonzales (2) Chris Gonzales Andrea Huaman Erick Pacheco Nathan Roberts Pedro Soto

* Booster Paid ** ASB Position Men's Lacrosse Piano Accompanist Event Staff Football Swimming Men's Swim Softball Softball Track Women's Basketball Men's Volleyball Swimming Men's Volleyball Song Coach Baseball Swimming Women's Swim Track Men's Soccer Men's Lacrosse Men's Tennis Women's Soccer Event Supv. Track Swimming Softball Baseball Track

Site El Dorado Valadez Valencia YLHS YLHS Esperanza Esperanza YLHS El Dorado Esperanza El Dorado YLHS YLHS YLHS Esperanza YLHS Esperanza YLHS El Dorado El Dorado El Dorado El Dorado YLHS YLHS Esperanza Esperanza Esperanza El Dorado

Effec. Dates (Cont'd) 05/07/11-05/07/11 01/01/11-06/17/11 05/01/11-06/16/11 07/21/10-11/07/10 * 05/07/11-05/20/11 05/07/11-05/17/11 05/14/11-05/24/11 05/14/11-05/20/11 05/07/11-05/14/11 04/04/11-05/26/11 * 05/07/11-05/10/11 05/07/11-05/20/11 05/07/11-05/13/11 06/01/11-06/30/11 * 05/07/11-06/04/11 05/07/11-05/20/11 05/07/11-05/14/11 05/07/11-05/20/11 11/22/10-02/11/11 * 05/07/11-05/07/11 05/07/11-05/20/11 03/01/11-05/07/11 * 05/01/11-06/17/11 ** 05/07/11-05/20/11 02/28/11-05/06/11 * 05/14/11-05/24/11 05/14/11-06/04/11 * 05/07/11-05/14/11

CERTIFICATED PERSONNEL REPORT

<u>Retirement</u> <u>Employee</u> Pamela Brand Helen Davis Karen Wyatt	<u>Position</u> Teacher Teacher Teacher			Ed. Ranch entary N			Effective 06/18/11 06/30/11 06/18/11
<u>Resignation</u> <u>Employee</u> Lisa Keinert	<u>Position</u> Speech/Lang. Spec.		<u>Site</u> Spec.	<u>Site</u> Spec. Ed.			Effective 06/18/11
<u>Medical Lay-Off</u> <u>Employee</u> Suzanne Davidson	<u>Position</u> Teacher		<u>Site</u> Tynes				Effective 05/07/11
<u>Correction</u> <u>Employee</u> Magna West	<u>From</u> Adv. Honor S	oc. \$400.00	<u>To</u> \$300.0	00	<u>Site</u> YLMS		<u>Orig. Board</u> 10/12/10
<u>Hourly Positions</u> <u>Pupil Services, Home</u> Mark Francuz	e/Hospital Teac	chers, \$27/hr.,	Prep., \$	<u>25/Hr.,</u>	<u>2010-20</u>)11 Sch	ool Year
Summer School Ass Employee Angel Browning Cristina Coo Robbie Fattal Rita Lewis CloAnn Smith	ignments Spec. Ed. Spec. Ed. Spec. Ed. Spec. Ed. Spec. Ed.	Extra Duty Autism Supv. Autism Supv. Autism Supv. Read. Remed VI Specialist		Hrly. F \$30 \$30 \$30 \$30 \$25/Pi \$30 \$25/Pi	rep	<u>Hours</u> 25 25 50 105 8 15 15	Effec. Dates 06/21/11-08/31/11 06/21/11-08/31/11 06/21/11-08/31/11 06/27/11-07/28/11 06/21/11-07/28/11
Educational Services, Summer CELDT Testing, \$25/Hr., NTE 110 Hrs., 07/28/11-09/02/11 Xochitl Diaz Nadine Elwood Veronica Luna Clara Romeu Stephanie Valdez-Schrader							
Special Education, S Employee Michelle DeHaven Shari Dunn Carol Edkins Lori Kaddoura Patricia Nitzel Elise Saylors Deborah Sintov	<u>ummer School</u> <u>Hours</u> 36 10 18 10 36 60 10	<u>Nurses, \$30/H</u>	r., 06/1;	<u>3/11-08</u> ,	<u>/30/11</u>		

Special Education, Summer Session, Instruction, \$30/Hr., NTE 8 Hrs. Prep., \$25/Hr., 06/21/11-07/28/11

<u>07/28/11</u>		
<u>Employee</u>	<u>Site</u>	Position 199
Anita Amaya	Fairmont	SDC Mod/Sev
Lena Awad	Tynes	SDC Mild/Mod
Ashley Banks	Tynes	SDC Mod/Sev
Sarah Belsey	El Dorado	SDC Mod/Sev
Sheri Bilewitz	Spec. Ed.	DHH
Marilee Boese	El Dorado	Adult Transition
Joseph Borgese	Travis	SDC Mild/Mod
Linda Brown	Fairmont	SDC Mod/Sev
Jill Callahan	El Dorado	SDC Mod/Sev
Kathy Carter	George Key	SDC Mod/Sev
Huong Chang	George Key	SDC Mod/Sev
Mark Chavez	Travis MS	SDC Mod/Sev
Darlene Clark	Travis MS	SDC Mod/Sev
Norberto Colin	El Dorado	SDC Mod/Sev
Christian Collins	El Dorado	SDC Mod/Sev
Lyndsay Cuomo	Travis	SDC Mild/Mod
Michele Daetweiler	Fairmont	SDC Mild/Mod
Kristina Dawdy	El Dorado	SDC Mod/Sev
Sheri De Friese	George Key	SDC Mod/Sev
Beverly Dinkel	Fairmont	SDC Mild/Mod
Shannon Disbrow	Fairmont	SDC Mod/Sev
Shaelee Dunavan	Fairmont	SDC Mild/Mod
Kelley Flores	Tynes	SDC Mod/Sev
Beth Fox	George Key	SDC Mod/Sev
Shelly Frost	Tynes	SDC Mod/Sev

Special Education, Summer Session, Instruction, \$30/Hr., NTE 8 Hrs. Prep., \$25/Hr., 06/21/11-

07/28/11 (Cont'd)		
Employee	<u>Site</u>	Position
Roger Galvan	El Dorado	SDC Mod/Sev
Grace Gordon	Fairmont	SDC Mild/Mod
Aileen Grant	Spec. Ed.	Speech/Lang
Gary Gresch	El Dorado	SDC Mod/Sev
Kamari Guinn	Travis	SDC Mild/Mod
Judy Hale	Spec. Ed.	Speech/Lang
Lauren Harter	Travis	SDC Mild/Mod
Gregg Haskell	Spec. Ed.	Adapt. PE
Susan Houpt	Spec. Ed.	Speech/Lang
Galen Howard	El Dorado	SDC Mod/Sev
Barbara Howe	George Key	SDC Mod/Sev
Karen Inouye	Spec. Ed.	Speech/Lang
Farzana Ismail	Tynes	SDC Mod/Sev
Lori Jacobs	Spec. Ed.	Speech/Lang
Will Johnson	El Dorado	SDC Mild/Mod
Alesa Kerr	Tynes	SDC Mod/Sev
Leslie Kirui	Spec. Ed.	Adapt. PE
Nancy Lanzi	Travis	SDC Mild/Mod
Amy Larsen	Tynes	SDC Mod/Sev
Jeff Larson	Spec. Ed.	Adapt. PE
Michelle Larson	George Key	SDC Mod/Sev

<u>Special Education, St</u>	ummer Sessior	
<u>07/28/11</u> (Cont'd)		
<u>Employee</u>	<u>Site</u>	<u>Position</u>
Katy Lee	Spec. Ed.	Speech/Lang
Carol Lovato	Tynes	SDC Mod/Sev
Saede Lussier	Fairmont	SDC Mild/Mod
Leslie Lutz	Spec. Ed.	Orient/Mobility
Kimm Madison	El Dorado	SDC Mild/Mod
Elena Martin	Travis MS	SDC Mild/Mod
Janet Martin	Fairmont	SDC Mild/Mod
Scott Mazurier	El Dorado	SDC Mild/Mod
Wendy McGinnis	Spec. Ed.	Adapt. PE
Seth McGraw	El Do/Travis	SDC Mild/Mod
Bryan McRae	Travis MS	SDC Mod/Sev
April Mezin	Fairmont	SDC Mild/Mod
Kelly Moreno	George Key	SDC Mod/Sev
Randi Morgan	Travis	SDC Mild/Mod
Richard Nagy	Travis MS	SDC Mod/Sev
Jana Naval	Fairmont	SDC Mild/Mod
Megan Norton	Tynes	SDC Mod/Sev
Maribel Nuno	Travis	SDC Mild/Mod
Jennifer O'Rourke	Travis	SDC Mild/Mod
Laura Pellegrini	Spec. Ed.	Speech/Lang
Jenny Perez	Fairmont	SDC Mild/Mod
Ashley Redfox	Tynes	SDC Mod/Sev
Jessica Regus	Travis MS	SDC Mild/Mod
Lena Rodriguez	Tynes	SDC Mod/Sev
Kelly Rucker	Tynes	SDC Mod/Sev
Shannon Schow	Spec. Ed.	Speech/Lang
Steve Settle	Travis	SDC Mod/Sev
Ryan Shaw	Travis MS	SDC Mod/Sev
Donna Simester	Fairmont	SDC Mild/Mod
Jane Skoien	Spec. Ed.	Speech/Lang
Barbara Slater	Spec. Ed.	Adapt. PE
Kim Smith	Fairmont	SDC Mod/Sev
Dana Spadoni	Tynes	SDC Mild/Mod
Shirleen St. Clair	Fairmont	SDC Mod/Sev
Ryan Sullivan	Tynes	SDC Mod/Sev
Mark Ukes	Fairmont	SDC Mild/Mod
Jennifer Wilson	El Dorado	SDC Mod/Sev
Jean Wisniowski	Tynes	SDC Mod/Sev
Susan Worth	Spec. Ed.	Adapt. PE

Special Education	, Summer Sessi	on, Instruction, \$30/hr., NTE 88 hrs., 06/21/11 – 07/28/11
Employee	Site	Position

Employee	Site	Position
Christy Betts	Spec. Ed.	Speech/Language Therapist
Shani Boone	Spec. Ed.	Speech/Language Therapist

Special Education	, Summer Sessio	on, Preschool Assessments, Per Diem, NTE 11 days, 06/21/11 -
07/28/11		
Employee	<u>Site</u>	<u>Position</u>
Linda Casper	Spec. Ed.	School Psychologist
Jaymie Shill	Spec. Ed.	School Psychologist
Jaymie Shili	Spec. Ed.	School Psychologist

	ummer Sessior	n, Preschool Assessme	ents, Per Diem	<u>, NTE 1</u>	<u>1 days, 06/21/11 –</u>
<u>07/28/11 (Cont'd)</u>	0:44	Desition			
Employee	<u>Site</u>	Position School Psychologist			
Carmen Tardaguila	Spec. Ed.	School Psychologist			
•	School, Instruc	etion, \$30/Hr., NTE 19	Days, Prep., \$	<u>25/Hr., 1</u>	NTE 8 Hrs., 06/01/11-
Teresa Vitelli					
Robert Wilson					
Michael Young					
Extra Duty Assignme					
Employee Corinne Bodnar Jennifer Bremer Stephanie Brock Bradley Chang Karen English Carmel Helm Janeen Hill Mark Honig Jamie Jauch	Site Kraemer Travis Ranch Tuffree Rio Vista Spec. Ed. Rose Drive Ed. Svs. Esperanza Ed. Svs.	Extra Duty Test Supv. Smart Class Saturday Work Supv. Plan After Sch. Act. Student Assess. Lead Teacher T.A.H. Summer Inst. Study/Work Supv. ELD Task Force	Hrly. Rate \$35 \$25 \$25 \$25 \$25 \$25 \$25 \$25 \$25 \$25 \$2	Hours 25 5 35 20 30 6 18 10 20	Effec. Dates 04/01/11-05/30/11 04/11/11-06/30/11 02/01/11-06/30/11 06/20/11-06/24/11 03/23/11-06/30/11 09/07/10-06/17/11 06/20/11-06/30/11 05/07/11-06/30/11

Extra Duty Assignments (Cont'd)

Employee	<u>Site</u>	<u>Extra Duty</u>	<u>Hrly. Rate</u>	<u>Hours</u>	Effec. Dates
Jon Matson	Ed. Svs.	Homeless Ed. Proj.	\$25	40	07/01/10-06/30/11
Crystal McCune	Spec. Ed.	Assessments	\$175/Day	10	05/13/11-06/16/11
Cynthia Ratzlaff	Ed. Svs.	RTI Support	\$27	130	04/13/11-06/17/11
Jennifer Raya	Ed. Svs.	Lead Teacher	\$25	1	05/01/11-06/30/11
Beth Rea	Spec. Ed.	IEP Support	\$25	25	02/10/11-06/30/11
Lori Rikel	Rose Dr.	Lead Teacher	\$25	1	05/01/11-06/30/11
Michael Sayre	Esperanza	Plato Prog.	\$27	220	03/13/11-06/09/11
		-	\$25/Prep	6	
Patricia Seo	Spec. Ed.	Interpreting	\$25	15	04/13/11-06/30/11
Joanne Shoup	Ed. Svs.	Evenstart Support	\$25	80	05/01/11-06/30/11
David Watts	Ed. Svs.	TAH Grant	\$25	100	07/01/11-12/31/11
Suzanne Wedrall	Bryant R.	Dibels/RTI	\$25	30	06/01/11-06/17/11
Christy Wright	Spec. Ed.	Speech Assess.	\$25	40	09/23/10-06/30/11

Educational Services, Interactive Class Trainer, \$25/Hr., 06/20/11-06/30/11

<u>Employee</u>	<u>Hours</u>
Kandace Ames	8
Jackie Bartak	25

Educational Services, Interactive Class Trainer, \$25/Hr., 06/20/11-06/30/11 (Cont'd) Employee Hours

<u>Employee</u>	Hou
Wendy Caldwell	8
Cameron Castanedas	11
Stacy Farkas	3
Maureen Koenig	17
Erin Koss	19
Jenny Laurich	12
Kim Martinez	8
Teresa Mulcahy	9
Michael Oberle	8
Edward Tabata	7
Teresa Vitelli	8
Nancy Watkins	13
Charles D. Watts	25
Janice Weber	8
Michael Young	8

Educational Services, Interactive Class Trainer, \$25/Hr., 07/01/11-08/31/11

Employee	<u>Hours</u>
Kandace Ames	3
Angelina Atmadja	11
Jackie Bartak	25
Cameron Castanedas	12
Lisa Fraser	26
Valerie Gabriel	11
Scott Herrick	11
Maureen Koenig	15
Erin Koss	36
Jami Little	5
Kim Martinez	6

Educational Services, Interactive Class Trainer, \$25/Hr., 07/01/11-08/31/11 (Cont'd)

Employee	<u>Hours</u>
Helen Nelson	14
Michael Oberle	3
Jennifer O'Rourke	8
Edward Tabata	11
Teresa Vitelli	3
Kim Voge	36
Nancy Watkins	6
Charles D. Watts	35
Janice Weber	15
Michael Young	3

Educational Services, Preppy K Assessment, \$25/Hr., 05/07/11-06/30/11

<u>Employee</u>	<u>Hours</u>
Kandice Ames	30
Angelina Avila	80
Lizette Garcia	80
Carmel Helm	35
Karen Platow	35
Edward Tabata	30
Teresa Vitelli	35
Sandra Willey	35

Health Services, Employee TB Testing, \$25/Hr., 04/01/11-06/30/11

Employee	<u>Hours</u>
Alex Alvarez	6
Michelle DeHaven	10
Shari Dunn	6
Carol Edkins	8
Patti Nitzel	10
Debi Sintov	10

Melrose, Intervention Planning, \$25/Hr., NTE 25 Hrs., 06/20/11-06/30/11 Kathy Malone Pat Souto

Morse, Professional Dialogue, \$25/Hr., NTE 4 Hrs., 07/01/11-06/30/12 Norah Bartels Pamela Brand Tami Borrego Karen Dalla Rosa Adriana Garcia-Ruiz Jon Gomez Charlene Korsvall Julie Lama Cynthia McClelland Nicole Neff Lynette Parelli Kandi Pla Karen Ricotta Patricia Schmahl Annette Shaffer

Morse, Professional Dialogue, \$25/Hr., NTE 4 Hrs., 07/01/11-06/30/12 (Cont'd) Patricia Simmons Claudia Sundstrom Tami Tang Ana Zamora-Lopez

Special Education, TDAP Clinic, \$25/Hr., 06/01/11-06/08/11EmployeeHoursMichelle DeHaven10Carol Edkins6Lori Kaddoura10

Patricia Nitzel 10

Special Education, Modernization Move, \$25/Hr., NTE 8 Hrs., 04/13/11-05/12/11 Beth Fox Michele Larson

Valadez, PBIS Final Assembly Planning, \$25/Hr., NTE 8 Hrs., 05/18/11-06/17/11

Ricky Castro Veronica Chavez Xotchil Diaz Dianne Digalbo Lynna Kim Timo Liu Leslie Poling Eduardo Rodriguez Lisa White

Valadez, Curriculum Planning & Staff Dev., \$25/Hr., NTE 18 Hrs., 06/01/11-06/30/11 Veronica Chavez Willis Cole Eduardo Rodriguez

Stipends

<u>Employee</u> Cameron Castaneda	<u>Site</u> YLMS	<u>Duty</u> Honor Society Advisor	<u>NTE Amount</u> \$100.00	<u>Effec. Dates</u> 04/26/11-06/16/11
Coaching/Co-Curricul	ar			
<u>Employee</u>	<u>Site</u>	Sport/Co-Curricular	<u>Amount</u>	Effect. Dates
Michael Ashe	El Dorado	CIF Men's Swimming	\$582.00	05/07/11-05/14/11
Greg Beckman	El Dorado	CIF Track	\$622.00	05/07/11-05/14/11
Scott Boveia	El Dorado	CIF Women's Swimming	\$416.00	05/07/11-05/17/11
John Bowman	Esperanza	CIF Men's Swim	\$208.00	05/07/11-05/17/11
Wayne Carlson	El Dorado	CIF Men's Golf	\$747.00	05/07/11-05/23/11
Jaclyn Chavez	YLHS	CIF Men's Volleyball	\$270.00	05/07/11-05/13/11
Melissa Chavez	El Dorado	CIF Softball	\$286.00	05/14/11-05/17/11
Kevin Claborn	Esperanza	CIF Men's Golf	\$249.00	05/07/11-05/10/11
Mike Curran	Esperanza	CIF Baseball	\$1144.00	05/14/11-06/04/11
Joseph Cusick	Esperanza	CIF Track	\$1140.00	05/07/11-06/04/11
John Cyrus	El Dorado	CIF Men's Tennis	\$540.00	05/07/11-05/20/11
Sharon Farrell	YLHS	CIF Softball	\$286.00	05/14/11-05/20/11
Jesse Gomez	YLHS	CIF Track	\$622.00	05/07/11-05/20/11
Richard Haulenbeck	YLHS	CIF Track	\$622.00	05/07/11-05/20/11

June 21, 2011

*

Coaching/Co-Curricular (Cont'd)

Site
El Dorado
El Dorado
YLHS
Esperanza
Esperanza
Esperanza
El Dorado
Esperanza
Esperanza
YLHS
El Dorado
YLHS
El Dorado
Esperanza
El Dorado
Esperanza
El Dorado
YLHS

	Sport/Co-Curricular CIF Softball CIF Women's Swimming CIF Men's Tennis CIF Volleyball CIF Men's Track CIF Track CIF Men's Golf CIF Volleyball CIF Track CIF Men's Tennis Off Season Head Football CIF Men's Swimming CIF Men's Swimming CIF Women's Swim
C	
C	JIF SUILDAII

Amount \$209.00 \$582.00 \$270.00 \$208.00 \$1555.00 \$1140.00 \$624.00 \$270.00 \$1140.00 \$208.00	Effect. Dates 05/14/11-05/17/11 05/07/11-05/13/11 05/07/11-05/13/11 05/07/11-05/13/11 05/07/11-06/05/11 05/07/11-06/04/11 05/07/11-05/13/11 05/07/11-06/04/11 05/07/11-05/13/11
\$343/Wkly \$249.00 \$416.00	05/07/11-05/13/11 05/07/11-05/14/11
\$410.00 \$291.00 \$456.00 \$1555.00 \$622.00 \$104.50	05/07/11-05/14/11 05/07/11-05/14/11 05/07/11-05/14/11 05/07/11-06/05/11 05/07/11-05/14/11 05/14/11-05/20/11

Substitute Teachers David Encinas Mark Pederson Edward Persi Ayn Learn

* Paid By Boosters **Paid By ASB A.

Students

5128.1-BP

REQUIREMENTS FOR GRADUATION FROM COMPREHENSIVE HIGH SCHOOL

The Board of Education establishes the following requirements for the satisfactory completion of the high school program of study and for the granting of the high school diploma of graduation. The student will:

- 1. Successfully complete a minimum of 230 semester credits. (To be applied toward the completion of this requirement, any credit taken outside of the regular high school program while attending a district comprehensive high school must be approved in advance by the principal or his designee and by the parent/guardian and must relate to identified goals of the student.)
- 2. Successfully complete the specific requirements as indicated below:

Language Arts:	4 years		40 credits
Language Arts 1		10 credits	
Language Arts 2		10 credits	
Language Arts 3		10 credits	
Language Arts 4 or a	pproved		
Language Arts elective	/es	10 credits	

B. Mathematics: 2 years......20 credits

Ten (10) credits of Algebra 1, or its equivalent as established in administrative regulations, are required for graduation. Acceptable completion of this course prior to ninth grade will meet this requirement.

C. Social Science: World History/Culture/Geography or AP European History......10 credits U.S. History/Geography.....10 credits U.S. Government.....5 credits D. Science: 2 years......20 credits To include instruction in biological and physical science. E. P.E./Wellness 9 or Athletics......10 credits P.E./Wellness or Athletics.....10 credits

F. Fine/Arts, Foreign Language: 1 year.....10 credits

Fine arts includes courses from the fields of art, music, drama, humanities and dance. Dance may not be taken to satisfy both fine arts and physical education requirements.

- - or two years of Advancement Via Individual Determination (AVID)

International Baccalaureate (IB) students are exempt from this requirement.

- I. Service Learning/Community Service......40 hours

No more than twenty (20) of these elective credits may be earned in service based courses. The 20 credits which may be accumulated from Grades 9-12 are office, classroom and library aides. This excludes home study. Such courses shall be periodically reviewed and designated by the Assistant Superintendent, Educational Services, to meet this requirement.

NOTE: In accordance with Education Code 51225.3, alternative means for students to complete the above prescribed courses of study may be developed and implemented with the approval of the superintendent or designee.

- 3. Beginning with the class of 2006, each student completing grade 12 shall have successfully passed the state high school exit examination (CAHSEE) in language arts and mathematics as a condition of high school graduation. (Education Code 60851, 60859)
- 4. Students who attempt but do not pass the California High School Exit Exam must participate in a prescribed intervention program provided by the school. This program may include before and after-school support, CAHSEE preparation materials, intervention classes, summer intervention programs and individual tutoring and mentoring. Students who have completed these requirements and do not pass the CAHSEE may be granted a Certificate of Achievement.
- 5. Maintain an acceptable level of citizenship during the period of high school enrollment up to and including the final graduation ceremony.
- 6. Transfer students must meet all requirements for high school graduation established by the State of California. Transfer students who had met the requirements of their former districts prior to enrollment will be required to meet only those requirements of this district which may reasonably be expected during the time remaining in the normal four-year period of attendance. An evaluation indicating remaining requirements shall be made immediately upon receipt of transfer records. This evaluation shall be interpreted to each student and parent/guardian concerned. Principals or their designated representatives shall have the authority to exercise discretion in this matter.
- 7. Pursuant to Education Code 51430, the Placentia-Yorba Linda Unified School District may authorize retroactive high school diplomas to former students who are veterans of World War II, the Korean War, and the Vietnam War, and to former students who were interned during World War II, under the conditions specified below.

A retroactive high school diploma may be granted to a former student who was interned by order of the federal government during World War II or who is an honorably discharged veteran of World War II, the Korean War, or the Vietnam War, provided that he/she was enrolled in the district immediately preceding the internment or military service and he/she did not receive a diploma because his/her education was interrupted due to the internment or military service. (Education Code 51430)

In addition, the Board may retroactively grant a diploma to a deceased former student who satisfies the above conditions. The diploma shall be received by the deceased student's next of kin. (Education Code 51430)

Principals are designated the authority to resolve issues which may arise in the transition periods caused by changes in graduation requirements.

Administrative regulations shall be established to facilitate the implementation of this policy.

Policy adopted: 5/14/73 Policy revised: 9/25/78 Policy revised: 5/27/80 Policy revised: 6/27/83 Policy revised: 3/12/84 Policy revised: 8/01/89 Policy revised: 7/12/94 Policy revised: 6/25/96 Policy revised: 1/7/97 Policy revised: 8/26/97 Policy revised: 2/9/99 Policy revised: 4/11/00 Policy revised: 7/23/02 Policy revised: 6/21/11

RESOLUTION NO. 66

RESOLUTION OF PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT AUTHORIZING THE BORROWING OF FUNDS FOR FISCAL YEAR 2011-12 AND THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF 2011-12 TAX AND REVENUE ANTICIPATION NOTES THEREFOR IN AN AMOUNT NOT TO EXCEED \$35,000,000 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 of the State of California) to borrow money by the issuance of temporary notes;

WHEREAS, the Board of Education of the Placentia-Yorba Linda Unified School District (the "Board") has determined that the sum not to exceed Thirty-Five Million Dollars (\$35,000,000) 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 Placentia-Yorba Linda 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, 2012 (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 2011 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 principal amount of the Note and the interest thereon which, at the time of receipt are not restricted to other purposes, except to the extent such other purposes have been funded from Note proceeds (exclusive of any moneys required to be used to repay a treasurer's loan as described in Section 18 hereof);

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 (one as to each applicable to a separate Series of Note Participations, and the trust agreement relating to the Note defined in this Resolution as the "Trust Agreement"), a form of which has been presented to this meeting or otherwise to the Board, by and among the District and such Issuers in such Series and U.S. Bank National Association, as trustee (the "Trustee");

WHEREAS, the Trust Agreement provides, among other things, that the District, for the benefit of owners of the related Series of Note Participations (the "Owners") and beneficial owners of the related Series of Note Participations, shall provide notices of the occurrence of certain enumerated events, if deemed by the District 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 the District or by the other 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 (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 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 or to provide for the issuance of a an additional note or notes secured by a pledge of its Pledged Revenues subordinate to the pledge of Pledged Revenues hereunder; 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. <u>Recitals</u>. All the above recitals are true and correct and this Board so finds and determines.

Authorization of Issuance. This Board hereby determines to borrow, Section 2. 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 seg. of the Act, designated the "Placentia-Yorba Linda Unified School District 2011-12 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, if any, 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 issuance 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. <u>Form of Note</u>. 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 as evidenced and represented by the Note Participations may be sold to the Underwriter pursuant to the terms and provisions of the Purchase Agreement. The form of the Purchase Agreement, including the form of the Pricing Confirmation (substantially in the form of Exhibit C hereto), presented to this meeting is hereby approved; provided, however, in the event one or more of the Superintendent; Assistant Superintendent, Business Services; Director, Fiscal 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") 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. Each Authorized Officer is hereby individually authorized and directed to execute and deliver the Purchase Agreement by executing and delivering the Pricing Confirmation, each in substantially said form, with such changes thereto as such Authorized Officer executing the same shall approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; provided, however, that the Note Rate shall not exceed twelve percent (12%) per annum, and that the District's pro rata share of Underwriter's discount on the Note, when added to the District's share of the costs of issuance of the Note Participations, shall not exceed one percent (1.0%) of the 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 will 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. 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.

(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").

(c) If the Authorized Officer does not elect to participate in a program to pool the Note with notes of other Issuers, the Note may 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.

(d) 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. <u>Program Approval</u>. The Note may 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 supported by the Credit Instrument (if any) referred to in the 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 which the Series of Note Participations bears to the total aggregate face amount of such respective 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 forms of the Trust Agreement, which form includes 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") and the alternative general types and forms of Credit Agreements, if any, presented to this meeting or otherwise to the Board, are hereby approved, and the Authorized Officer is hereby authorized and directed to execute and deliver the Trust Agreement and a Credit Agreement, if applicable, which shall be identified in the Pricing Confirmation. in substantially one or more of said forms (a substantially final form of Credit Agreement to be delivered to the Authorized Officer concurrent with the Pricing Confirmation), 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, the Pricing Confirmation and the Credit Agreement, if any. A description of the Continuing Disclosure Agreement undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement. The Authorized Officer is hereby authorized and directed to comply with and carry out all of the provisions of the Trust Agreement with respect to continuing disclosure; provided however, that failure of the District to comply with the Continuing Disclosure Agreement shall not be considered an Event of Default hereunder. Any Credit Agreement identified in the Pricing Confirmation but not at this time before the Board shall include reasonable and customary terms and provisions relating to fees, increased costs of the Credit Provider, if any, 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 the Preliminary Official Statement 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 Pricing Confirmation, any event occurs as a result of which the information contained in the Preliminary Official Statement relating 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 Note Participations on behalf of the District pursuant to the terms and conditions set forth in the Trust Agreement, in the aggregate principal amount specified in the Trust Agreement, and substantially in the form and otherwise containing the provisions set forth in the form of the Note Participations contained in the Trust Agreement. When so executed, the Note Participations shall be delivered by the Trustee to the purchaser or purchasers thereof upon payment of the purchase price thereof, pursuant to the terms of the Trust Agreement.

Subject to Section 8 hereof, the District hereby agrees that if its 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) the Owners 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, Owners 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. <u>No Joint Obligation: Owners' Rights</u>. The 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.</u>

Owners of Note Participations, to the extent of their interest in the Note, shall be treated as owners of the Note 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 Note. The District hereby recognizes the right of the Owners acting directly or through the Trustee to enforce the obligations and covenants contained in the Note, 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 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 similar Program to pool the Parity Note with the notes of other issuers is in the best financial interests of the District.

Section 7. <u>Disposition of Proceeds of Note</u>. The moneys received from the sale of 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, 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 the Trust Agreement. The moneys received from the sale of the Note (net of the District's costs related to the issuance of the Note if sold on a standalone 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 share of the costs of issuance if sold on a standalone basis or 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 separate accounts 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 determines to issue the Note but does not elect to participate in the Program, then proceeds of the sale of the Note shall be deposited in a separate fund of the District hereby designated the "2011 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 similar Program to pool the Parity Note with the notes of other issuers 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 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.

Moneys in the Proceeds Subaccount and the Payment Account shall be invested (d) 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 or Series of Note Participations related to the 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 a Parity Note. In the event that 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. <u>Representations and Covenants</u>.

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, 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) 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, 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 Owners 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 2009-10 or Fiscal Year 2010-11 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 2009-10 or Fiscal Year 2010-11 within the meaning of Section 42133 of the Education Code of the State of California, 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 of the Education Code of the State of California.

(Q) The District funded its Reserve for Economic Uncertainties for Fiscal Year 2010-11 in at least the minimum amount recommended, and will fund its Reserve for Economic Uncertainties for Fiscal Year 2011-12 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. <u>Tax Covenants</u>. (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 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 taxexempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and to be issued by the District during calendar year 2011, 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.

Note.

(d)

The covenants contained in this Section 11 shall survive the payment of the

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, liquidator 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. <u>Trustee</u>. 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 the Trustee as paying agent, registrar and authenticating agent of the Note.

Section 14. <u>Approval of Actions</u>. 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 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 gualified 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 Owners 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, Owners 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. <u>Proceedings Constitute Contract</u>. 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. <u>Limited Liability</u>. 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. <u>**Treasurer's Loans.</u>** To the extent necessary in the judgment of the Authorized Officer, the Authorized Officer is hereby authorized to enter into borrowings pursuant to Section 6 of Article XVI of the California Constitution (and statutes implementing such Article); provided, however, that such amounts shall only be borrowed to the extent that such borrowings, when added to the amount of the Note and interest owed thereon, and to other items of indebtedness issued pursuant to the Government Code of the State of California, shall not at the time of such borrowings exceed 85% of the estimated remaining uncollected taxes, income, revenue, cash receipts and other moneys to be received or accrued by the District during the Repayment Fiscal Year which will be available for payment of such borrowings, the Note and other items of indebtedness issued pursuant to the Government Code of the State of California and the interest thereon.</u>

Section 19. <u>Submittal of Resolution to County</u>. 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 20. <u>Appointment of Bond Counsel</u>. The law firm of Orrick, Herrington & Sutcliffe LLP, Los Angeles, California is hereby appointed Bond Counsel for the District and the Program.

Section 21. <u>Appointment of Disclosure Counsel</u>. The law firm of Hawkins Delafield & Wood LLP, Los Angeles, California is hereby appointed Disclosure Counsel for the District and the Program.

Section 22. <u>Appointment of Financial Advisor and Underwriter</u>. Tamalpais Advisors, Inc., Sausalito, California is hereby appointed Financial Advisor for the Series and the Program. Any Authorized Officer is hereby authorized, in consultation with the Department, to appoint one or more underwriters for the Program.

Section 23. <u>Severability</u>. 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 24. <u>Effective Date</u>. This Resolution shall take effect from and after its date of adoption.

EXHIBIT A FORM OF NOTE

PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT

COUNTY OF ORANGE, CALIFORNIA

2011-12 TAX AND REVENUE ANTICIPATION NOTE, SERIES __-_*/

Interest Rate

Maturity Date

Date of Original Issue

First Repayment Month

__% (Total of principal and interest due on Note at maturity)

Fourth Repayment Month

__% (Total of principal and interest due on Note at maturity) Second Repayment Month

__% (Total of principal and interest due on Note at maturity)

Fifth Repayment Month

__% (Total of principal and interest due on Note at maturity)

CEDE & CO.

Third Repayment Month

__% (Total of principal and interest due on Note at maturity)

Sixth Repayment Month

__% (Total of principal and interest due on Note at maturity)<u>**</u>/

REGISTERED OWNER:

PRINCIPAL AMOUNT:

FOR VALUE RECEIVED, the Placentia-Yorba Linda 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, 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

^{*/} 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).

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 Owner 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 2011-12 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 Government Code of the State of California (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, 2012 (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 <u>[SPECIMEN COPY]</u> Title:

Countersigned

By [SPECIMEN COPY]

Title:

EXHIBIT B FORM OF NOTE

PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT

COUNTY OF ORANGE, CALIFORNIA

2011-12 TAX AND REVENUE ANTICIPATION NOTE, SERIES __-_*/

Interest Rate

Maturity Date

First <u>Repayment Month</u>

__% (Total of principal and interest due on Note at maturity)

> Fourth <u>Repayment Month</u>

__% (Total of principal and interest due on Note at maturity)

REGISTERED OWNER:

PRINCIPAL AMOUNT:

Second <u>Repayment Month</u>

__% (Total of principal and interest due on Note at maturity)

Fifth <u>Repayment Month</u>

__% (Total of principal and interest due on Note at maturity) Date of Original Issue

Third <u>Repayment Month</u>

__% (Total of principal and interest due on Note at maturity)

Sixth <u>Repayment Month</u>

__% (Total of principal and interest due on Note at maturity)<u>**</u>/

U.S. BANK NATIONAL ASSOCIATION

FOR VALUE RECEIVED, the Placentia-Yorba Linda 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, 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 Owner hereof fails to properly present this Note for payment.

^{*/} 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).

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 2011-12 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 Government Code of the State of California (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, 2012 (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.

PLACENTIA-YORBA LINDA 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 2011____

PRICING CONFIRMATION

Placentia-Yorba Linda Unified School District (the "Participant")

Principal Amount of Series Note: Interest Rate (Series Note Rate): Series Maturity Date: Principal Amount of Series Note: Interest Rate (Series Note Rate): Series Maturity Date: Purchase Date: Closing Date: Purchase Price:	\$% , 2012 \$% % , 2012 , 2011 , 2011 \$	
Portion Deposited to Proceeds Subacco		
Portion Deposited to Costs of Issuance F		
[Municipal Bond Insurer/Credit Instrument Pro [Investment Agreement Provider: [Interest Rate payable on funds invested und 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 "Placentia-Yorba Linda 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 Placentia-Yorba Linda 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 Placentia-Yorba Linda 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 Placentia-Yorba Linda 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, 2011, 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 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.

PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT

By: [SPECIMEN COPY] Authorized Officer

SECRETARY'S CERTIFICATE

I, <u>Dennis M. Smith</u>, Secretary of the Board of Education of the Placentia-Yorba Linda Unified School District, hereby certify as follows:

The foregoing is a full, true and correct copy of a resolution duly adopted at <u>regular</u> meeting of the Board of Education duly and regularly held at the regular meeting place thereof on the 21^{st} day of June, 2011, 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: Eric Padget, Karin Freeman, Carol Downey, Carrie Buck, Judi Carmona

NOES: None

ABSENT: None

An agenda of said meeting was posted at least 72 hours before said meeting <u>1301 E.</u> <u>Orangethorpe Avenue, Placentia</u>, 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: June 22, 2011

Dennis M. Smith Secretary of the Board of Education of the Placentia-Yorba Linda Unified School District

PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT in Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449

Name of School District:	Placentia Yorba Linda Unified School District								
Name of Bargaining Unit:	APLE								
Certificated, Classified, Other:	Certificated								
The proposed agreement covers the	period beginning:	July 1, 2011	and ending:	June 30, 2012					
		(date)		(date)					
The Governing Board will act upon	this agreement on:	June 21, 2011							
		(date)							

A. Proposed Change in Compensation

	Compensation	Annual Cost Prior to	Fiscal Impact of Proposed Agreement					
		Proposed Agreement FY 11/12	Year 1 Increase/(Decrease) FY 11/12	Year 2 Increase/(Decrease)	Year 3 Increase/(Decrease)			
1	Salary Schedule Increase (Decrease) 4furlough days in 11/12	\$ 79,865,400	\$ (1,738,976)		%			
2	Step and Column - 8 Month Step Delay (Decrease) Due to movement plus any changes due to settlement	\$ 1,450,000	\$ (1,027,094)	\$	\$			
	Step and Column - Included in First Interim and Outyears Budgets		1.50%	%	%			
3	Other Compensation - Increase (Decrease)(Stipends, Bonuses, Longevity, Overtime, etc.) Step & column changes effecting hourly, stipends, overtime etc. included in 1 above.	\$-	\$	\$	\$			
	Description of other compensation	\$-						
4	Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicate etc.	\$ 10,334,600	\$ (357,930)					
			%	%				
5	Health/Welfare Plans	\$ -	\$ -		\$			
Ļ			%	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	-			
	Total Compensation - Increase (Decrease) (Total Lines 1-5)		\$ (3,124,000)	\$-	\$			
7	Total Number of Represented Employees (Use FTEs if appropriate)							
8	Total Compensation <u>Average</u> Cost per Employee			\$	\$			
				%	%			

9. What was the negotiated percentage increase approved? For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?

The agreement is for four furlough days plus a partial step and column delay.

10. Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain.)

The agreement does not add additional steps, columns or ranges.

11. Please include comments and explanations as necessary.

N/A

12. Does this bargaining unit have a negotiated cap for Health and Welfare benefits' Yes No X

Employees pay 10% of the premium increases (existing agreement).

B. Proposed Negotiated Changes in Noncompensation Items (i.e., class size adjustments, staff development days, teacher prep time, classified staffing rations, etc.)

The contract modifies class size language, transfer language and language related to leave.

C. What are the specific impacts on instructional and support programs to accommodate the settlement? Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

As noted above.

D. What contingency language is included in the proposed agreement? Include specific areas identified reopeners, applicable fiscal years, and specific contingency language.

The parties have an option to re-open on wages and benefits if the funded base revenue limit is less than \$4,891 or greater than \$5,221.

E. Will this agreement create, increase or decrease deficit financing in the current or subsequent year(s)? "Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

The agreement will decrease deficit financing by lowering employee compensation.

F. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.

None

G. Source of Funding for Proposed Agreement

N/A, proposal will reduce expenditures.

- 2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?
- 3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

Enter Bargaining Unit: Association of Placentia Linda Educators (APLE)								
				Column 2 djustments as a	Column 3 Other Revisions		Column 4 Total Current Budget	
	В	pproved Budget efore Settlement As of 06/21/11)	Re	sult of Settlement			(C	olumns 1+2+3)
REVENUES								
Revenue Limit Sources (8010-8099)	\$	136,659,219	\$	-			\$	136,659,219
Remaining Revenues (8100-8799)	\$	48,698,189	\$	-	\$	-	\$	48,698,189
TOTAL REVENUES	\$	185,357,408	\$	-	\$	-	\$	185,357,408
EXPENDITURES								
Certificated Salaries (1000-1999)	\$	98,530,231	\$	(2,766,070)	\$	-	\$	95,764,161
Classified Salaries (2000-2999)	\$	32,723,585	\$	-	\$	-	\$	32,723,585
Employee Benefits (3000-3999)	\$	42,070,609	\$	(357,930)	\$	-	\$	41,712,679
Books and Supplies (4000-4999)	\$	6,115,315	\$	-	\$	-	\$	6,115,315
Services, Other Operating Expenses (5000-5999)	\$	15,642,839	\$	-	\$	-	\$	15,642,839
Capital Outlay (6000-6599)	\$	150,370	\$	-	\$	-	\$	150,370
Other Outgo (7100-7299) (7400-7499)	\$	1,734,040	\$	-	\$	-	\$	1,734,040
Direct Support/Indirect Cost (7300-7399)	\$	(465,000)	\$	-	\$	-	\$	(465,000)
Other Adjustments	\$	-	\$	-	\$	-	\$	-
TOTAL EXPENDITURES	\$	196,501,989	\$	(3,124,000)	\$	-	\$	193,377,989
OPERATING SURPLUS (DEFICIT)	\$	(11,144,581)	\$	3,124,000	\$	-	\$	(8,020,581)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$	2,164,270	\$	-	\$	-	\$	2,164,270
TRANSFERS OUT & OTHER USES (7610-7699)	\$	3,628	\$	-	\$	-	\$	3,628
CONTRIBUTIONS (8980-8999)	\$	-	\$	-	\$	-	\$	-
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$	(8,983,939)	\$	3,124,000	\$	_	\$	(5,859,939)
				, ,				
BEGINNING BALANCE	\$	15,065,821					\$	15,065,821
Prior-Year Adjustments/Restatements (9793/9795)	\$	-					\$	-
CURRENT-YEAR ENDING BALANCE	\$	6,081,882	\$	3,124,000	\$	-	\$	9,205,882
COMPONENTS OF ENDING BALANCE:								
Reserved Amounts (9711-9740)	\$	444,000	\$		\$		\$	444,000
Reserved for Economic Uncertainties (9770)	\$	5,637,882	\$	3,124,000	\$	-	\$	8,761,882
Designated Amounts (9775-9780)	\$	-	\$		\$		\$	-
Unappropriated Amount - Unrestricted (9790)	\$		\$		\$		\$	
Unappropriated Amount - Restricted (9790)	\$		\$		\$		\$	
Reserve for Economic Uncertainties Percentage	\$						\$	

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET Combined General Fund

	2011-12	iuct	2012-13	2013-14		
	Total Current Budget After Settlement		First Subsequent Year After Settlement		econd Subsequent ar After Settlement	
REVENUES						
Revenue Limit Sources (8010-8099)	\$ 136,659,219	\$	140,566,806	\$	143,926,782	
Remaining Revenues (8100-8799)	\$ 48,698,189	\$	48,608,166	\$	49,543,990	
TOTAL REVENUES	\$ 185,357,408	\$	189,174,972	\$	193,470,772	
EXPENDITURES						
Certificated Salaries (1000-1999)	\$ 95,764,161	\$	100,378,416	\$	101,830,092	
Classified Salaries (2000-2999)	\$ 32,723,585	\$	33,644,630	\$	33,981,076	
Employee Benefits (3000-3999)	\$ 41,712,679	\$	44,181,097	\$	46,432,561	
Books and Supplies (4000-4999)	\$ 6,115,315	\$	6,286,787	\$	6,503,631	
Services, Other Operating Expenses (5000-5999)	\$ 15,642,839	\$	15,541,724	\$	17,467,146	
Capital Outlay (6000-6599)	\$ 150,370	\$	150,370	\$	150,370	
Other Outgo (7100-7299) (7400-7499)	\$ 1,734,040	\$	1,734,040	\$	1,734,040	
Direct Support/Indirect Cost (7300-7399)	\$ (465,000)	\$	(465,000)	\$	(465,000)	
Other Adjustments	\$ -	\$	(8,200,000)	\$	(13,200,000)	
TOTAL EXPENDITURES	\$ 193,377,989	\$	193,252,064	\$	194,433,916	
OPERATING SURPLUS (DEFICIT)	\$ (8,020,581)	\$	(4,077,092)	\$	(963,144)	
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ 2,164,270	\$	1,164,270	\$	1,164,270	
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 3,628	\$	3,628	\$	3,628	
CONTRIBUTIONS (8980-8999)	\$ -	\$	-	\$	-	
CURRENT YEAR INCREASE (DECREASE) IN FUND			*			
BALANCE	\$ (5,859,939)	\$	(2,916,450)	\$	197,498	
BEGINNING BALANCE	\$ 15,065,821	\$	9,205,882	\$	6,289,432	
Prior-Year Adjustments/Restatements (9793/9795)						
CURRENT-YEAR ENDING BALANCE	\$ 9,205,882	\$	6,289,432	\$	6,486,930	
COMPONENTS OF ENDING BALANCE:						
Reserved Amounts (9711-9740)	\$ 444,000	\$	369,000	\$	369,000	
Reserved for Economic Uncertainties (9770)	\$ 8,761,882	\$	5,920,432	\$	6,117,930	
Designated Amounts (9775-9780)	\$ -	\$	-	\$	-	
Unappropriated Amount - Unrestricted (9790)	\$ -	\$	-	\$	-	
Unappropriated Amount - Restricted (9790)	\$ -	\$	-	\$	-	
Reserve for Economic Uncertainties Percentage	4.53%					

I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS Combined General Fund

Enter Bargaining Unit: Association of Placentia Linda Educators (APLE)

J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

		2011-12		2012-13			2013-14		
	Total Expenditures, Transfers Out, and Uses								
a.	(Including Cost of Proposed Agreement)	\$	193,381,617	\$	193,255,692	\$	194,437,544		
	State Standard Minimum Reserve Percentage for this District enter percentage:		3.00%		3.00%		3.00%		
	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b. OR	¢	- 001 440	4		¢			
c.	\$50,000	\$	5,801,449	\$	5,797,671	\$	5,833,126		

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

	General Fund Budgeted Unrestricted			
a.	Designated for Economic Uncertainties (9770)	\$ 8,761,882	\$ 5,920,432	\$ 6,117,930
	General Fund Budgeted Unrestricted			
b.	Unappropriated Amount (9790)	\$ -	\$ -	\$ -
	Special Reserve Fund (Fund 17) Budgeted			
c.	Designated for Economic Uncertainties (9770)	\$	\$	\$
	Special Reserve Fund (Fund 17) Budgeted			
d.	Unappropriated Amount (9790)	\$	\$	\$
g.	Total Available Reserves	\$ 8,761,882	\$ 5,920,432	\$ 6,117,930
h.	Reserve for Economic Uncertainties Percentage	4.53%	3.06%	3.15%

3. Do unrestricted reserves meet the state minimum reserve amount

2011-12	Yes X	No	l
2012-13	Yes X	No	L
2013-14	Yes X	No	1

4. If no, how do you plan to restore your reserves?

L. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF COLLECTIVE BARGAINING AGREEMENT

The disclosure document must be signed by the district Superintendent and Chief Business Officer at the time of public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of Placentia Yorba Linda Unified School (District), hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the Association of Placentia Linda Educators Bargaining Unit, during the term of the agreement from July 01, 2011- to June 30, 2012.

The budget revisions necessary to meet the costs of the agreement in each year of its term are as follows:

Budget Adjustment Categories:	Budget Adjustment Increase (Decrease)
Revenues/Other Financing Sources	\$0
Expenditures/Other Financing Uses	\$0
Ending Balance Increase (Decrease)	\$0
District Superintendent	Date
(Signature)	
Chief Business Officer	
(Signature)	Date

M. CERTIFICATION NO. 2

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

District Superintendent (or Designee) (Signature) Date

Contact Person

Phone

ζ

L. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF COLLECTIVE BARGAINING AGREEMENT

The disclosure document must be signed by the district Superintendent and Chief Business Officer at the time of public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of Placentia Yorba Linda Unified School (District), hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the Association of Placentia Linda Educators Bargaining Unit, during the term of the agreement from July 01, 2011- to June 30, 2012.

The budget revisions necessary to meet the costs of the agreement in each year of its term are as follows:

Budget Adjustment Categories:	Budget Adjustment Increase (Decrease)
Revenues/Other Financing Sources	\$0
Expenditures/Other Financing Uses	\$0
Ending Balance Increase (Decrease)	\$0

N/A X (No budget revisions necessary)

Wit 47

District Superintendent (Signature)

asiness Officer (Signature)

6/16/11 Date

TENTATIVE AGREEMENT

Between the Placentia Yorba Linda Unified School District (PYLUSD) And the Association of Placentia Linda Educators (APLE)

May 20, 2011

1) ARTICLE X: LEAVES and ABSENCES

Section D-Paid Leaves

- 6. Personal Necessity Leave
 - b. For purpose of this provision, personal necessity leave shall be limited to:

1) Death or serious illness of a member of a unit member's immediate family or for the death of a close relative such as an aunt, uncle, niece or nephew.

- Imminent danger to the property of unit member, occasioned by a factor such as a flood, fire, or natural disaster.
- 3) Religious holidays particular to the unit member's faith.
- 4) Additional days necessary to meet an established mourning requirement of the unit member's faith.
- 5) Seven (7) of the seven (7) days of personal necessity leave may be used for reasons of compelling personal importance.
- e. For the purposes of this provision, the unit member shall identify on the time exception report that the personal necessity is being used in accordance with 6b and 6c 1,2,3, or 4 of this article.
- f. In case of 6.b.1., 6.b.2., or 6.b.3. the site manager may ask the unit member to clarify the reason for personal necessity leave.

2) ARTICLE XII: TRANSFERS

Section D-Unit Member Initiated Transfers

8. Full time unit members with six (6) or more years in a special education assignment shall be assigned, upon request, to a regular classroom assignment for at least two years if a credentialed replacement can be found and there is a vacancy for which the unit member is fully credentialed and to

which another bargaining unit member is not entitled under this article. After two years in the regular education assignment, the unit member may at the District's option be reassigned to a special education assignment designated by the District.

Section E-District Initiated Transfers

10. In the event that a District-initiated transfer becomes effective after the beginning of the school year, the unit member shall be granted a reasonable amount of roleased time to affect the transfer. If requested, supplies and materials shall be transported by the District.

In the event of a District initiated transfer of a unit member from one site to another, the unit member shall be provided with two (2) working days or eight (8) additional hours at the non-instructional certificated hourly rate of pay at the discretion of the unit member free of student responsibilities to complete the move. Up to one additional day may be granted at the discretion of the District. A unit member may not take a combination of days and hourly pay. The unit members' supplies and materials shall be transported by the District.

Section E-District Initiated Transfers

(13) Unit members with fifteen (15) or more years of experience with the District shall not be involuntarily transferred if there is a unit member with less than fifteen (15) years of experience with the District that is credentialed and qualified to fill an open position and the transfer is not pursuant to items 6, 7, or 8 above or to balance staff in opening a new school or declining enrollment at a school.

3) ARTICLE XVI: PROFESSIONAL DAY

Section F The District, whenever possible, will reserve the first and third Wednesday afternoons for Association Business. The District shall not require attendance at meetings which would preclude Association executive council members or site representatives (not more than one site representative for each 20 bargaining unit member or fraction thereof) from attending executive council meetings or site rep council meetings on the first and third Wednesday respectively. On the third Wednesday of the month, the District shall not schedule any activity that will require executive board members or site representatives to return to school or any other duty after their site rep council meeting.

Section O All elementary RSP teachers shall have two (2) release days per year for the purpose of completing documents, preparing for IEPs, and performing other activities related to their special education assignment.

MEMORANDUM OF UNDERSTANDING

May 20, 2011

This Memorandum of Understanding (MOU) represents the completion of the negotiations process for the 2011-12 school year and describes the effects of certificated employee furlough days and flexibility in class size increases. This Memorandum of Understanding shall not be precedent setting. The provisions of this MOU shall sunset at the end of the agreement on June 30, 2012.

The District and Association agree to the following:

1. Article XI: Class Size

3)

- 1) Industrial Arts, Vocational Shops, Fine Arts, and Homemaking (Lab) shall be modified from 33 to 36; Physical Education shall be modified from 50 to 55 and Continuation School from 20 to 25.
- 2) Unless the maximums are exceeded beyond any continuous three-week Period by 2, or otherwise provided by item 3 below, the relief measures outlined in provision C(2) of Article XI of the Collective Bargaining Agreement will not be implemented.
 - a. Additional instructional aide time
 - b. Release from selected adjunct duties
 - c. Release from selected site duties
 - d. Additional release time for classroom preparation
 - e. Clerical assistance
 - f. Reduction of class size in other sections taught

Any class that contains SDC, RSP, or two or more students on a 504 plan shall receive relief measures as set forth in provision C(2) of Article XI of the Collective Bargaining agreement.

2. Article XIV: Wages and Benefits

Furlough Days and Step Advancement Bargaining unit members shall be furloughed with a pro-rata reduction of pay as follows:

Tier I:

- Four (4) furlough days.
- The four (4) furlough days in 2011-12 will be determined through negotiations of a calendar by a joint committee of the bargaining teams
- Eight (8) month delay in step advancement

Tier II:

- Should the 2011-12 funded base revenue limit drop below \$5,221 per ADA, up to four (4) additional furlough days will be added on a proportionate basis for each \$82.50 decrease in the base revenue limit.
- The four (4) additional furlough days will be determined through negotiations of 2011-12 calendar by a joint committee of the bargaining teams.
- The parties will proceed on the basis of Tier I until a California State budget is adopted.
- 4. The parties will have the option to re-open on Wages and Benefits if the funded base revenue limit is less than \$4,891 per ADA or greater than \$5,221 per ADA.
- 5. Prior to the last teacher workday, the District and the Association will enter into a written agreement on the salary schedules for the 2011-12 school year based on the provisions of this agreement.
- 6. It is the basis of this agreement that other units (management or classified) will delay step and longevity advancements for 8 months and receive furlough days which result in the same percentage to two decimal places in salary reductions or the equivalent of the two. In the event that this does not occur, the parties will? meet to reduce the cuts provided for in this MOW/accordingly.

For The District

Dates

July 2011

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2011/2012 Calendar 178 Student Days – 181 Teacher Work Days

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- Students La
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*Potential Additional Furloughs

- April 6, 2012 May 25, 2012 March 19, 2012 (1)
- (2) (3) (4)
- Dec 2/Jan 27

*Pursuant to the MOU attached to the Tentative Agreement.

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EXHIBIT A Mandatory Furlough Days Certificated Managers/Classified Managers/ Confidential Employees/Contracted Administrators

Category	2011-12 Furlough Days
Athletic Directors/Counselors/Deans Program Specialists/Psychologists Supervisor of Health Services	4.5
Coordinators/Elementary Principals Middle School Principals Middle School Assistant Principals High School Assistant Principals	4.5
Classified Managers/Confidential Employees Directors/ High School Principals Assistant Superintendents/Superintendent	5.0