# CENTRAL UNION HIGH SCHOOL DISTRICT

Board of Trustees - Regular Meeting

# **AGENDA**

District Office Board Room 351 Ross Avenue - El Centro

Tuesday, October 11, 2011

6:00 P.M. (Closed Session)

Time:

7:00 P.M. (Open Session)

In accordance with the American Disabilities Act, if accommodations are required, please call the Superintendent's office 72 hours in advance at 760 336-4516 and every effort will be made to accommodate your request.

Please Note: Back-up documentation and attachments are available at the Central Union High School District Office upon request. From time-to-time writings that are public records, which are related to open session items on an agenda for a regular meeting, may be distributed to school board members after the posting of the agenda. Whenever this occurs, such writings will be available for public inspection at the Central Union High School District office located at 351 Ross Avenue, El Centro.

I.	<b>CALI</b>	LTO	<b>ORD</b>	ER:

1. Roll Call

# II. CLOSED SESSION:

# PERSONNEL /PUBLIC EMPLOYEE MATTERS:

(Pursuant to Education Code Sections 54954.5 and 54957)

1. Public Employee Discipline/Dismissal/Release/Reassignment

# CONFERENCE WITH LABOR NEGOTIATOR:

(Pursuant to Government Code Section 54957.6 and 54957.1)

Negotiator: C. Thomas Budde, Superintendent

Group: El Centro Secondary Teachers' Association (ECSTA)

Group: California School Employees' Association Chapter #726 (CSEA)

Group: District Unrepresented Employees

Title: Superintendent

# STUDENT DISCIPLINARY MATTERS:

(Pursuant to Government Code 54954.5(h))

1. Student Expulsion Recommendation

# III. OPEN SESSION:

- 1. Public report of action taken in closed session
- 2. Flag Salute

# IV. APPROVAL OF AGENDA:

# IV. COMMUNICATIONS & RECOGNITIONS:

- 1. CUHS Student Board Representative Erin Evangelist
- 2. DOHS Student Board Representative April Pope
- 3. SHS Student Board Representative Alex Cordova
- 4. Student of the Month Presentations Principals
- 5. Classified Employees Perfect Attendance Carol Moreno

# V. PUBLIC COMMENT SESSION:

At this time the Board will hear comments, presentations, or requests on matters <u>not</u> listed on this agenda. Speakers are to give their names and addresses. Time limit for speakers is three minutes. The board reserves the right to limit presentations. The Board may in an emergency, by majority vote, take action on matters presented at this time. This meeting is being taped and all comments are being recorded.

# VI. CONSENT AGENDA ITEMS:

All items appearing will be acted upon by one motion, without discussion. Should any Trustee or other person request that any item be considered separately, that item will be added to the end of the regular agenda.

- pp.1-6 **Minutes:** September 13, 2011 regular meeting
- pp.7-31 **Warrant Orders**: #09062011, 1-3; #09132011, 1-7; #09202011, 1-7; 09272011, 1-4; #10042011, 1-4
- pp.32-34 **Personnel Report:** Payroll Warrants #3B September 30, 2011 \$1,946,348.11 and #2A October 10, 2011- \$2,862.22
  - 1. Certificated Employment for 2011-2012 School Year
  - 2. Certificated Employment Substitute/Adult Education Teachers
  - 3. Certificated Employment Supplemental Assignments
  - 4. Classified Employment -
  - 5. Classified Hourly Employment / Supplemental Assignments
  - 6. Classified Resignation/Separations -
  - 7. Certificated Resignations/Separations -
- pg. 35 8. T0he Superintendent recommends the board approve the membership of the CUHSD Career Technical Education Advisory Committee.
- pp.36-37 9. The Superintendent recommends the board approve the donation of used training DVD's from Direct Auto Honda to the CUHS Automotive Program.
- pp.38-39 10. The Superintendent recommends the board approve to declare as surplus property the 136 Central Union High School band uniforms from 1985, 1991 and 1994 and the 100 helmets from 1985 and authorize administration to dispose of as appropriate.
- pg. 40 11. The Superintendent recommends the board approve to declare the personal property of a Cisco Router Serial #FOC1201FooE as surplus property and authorize administration to sell on EBay.
- pp.41-47 12. The Superintendent recommends the board approve the 2011-2012 Memorandum of Understanding between Imperial County Office of Education and CUHSD for the support of TEAM GEAR UP activities.
- pp.48-53

  13. The Superintendent recommends the board approve the out of state trip for the SHS Chamber Orchestra on March 21-March 24, 2012 to attend the ASTA National Orchestra Festival in Atlanta, GA.
- pp.54-58 14. The Superintendent recommends the board approve the 2012 JOSTENS Renewal Publication Agreement for Southwest High School.
- pp.59-60 15. The Superintendent recommends the board approve to declare the personal property listed on the attached District Cellular Phone List as surplus property and authorize administration to dispose of as appropriate.

# VII. ACTION ITEMS:

- pp.61-90

  16. The Superintendent recommends the board adopt Board Resolution No. 10112011-24 Providing for the Issuance and Sale of 2011 General Obligation Refunding Bonds in the Maximum Principal Amount of \$10,000,000 to Refund Outstanding General Obligation Bonds.
- pp.91-106 17. The Superintendent recommends the board approve the Bond Purchase Agreement between the District and Southwest Securities Inc. relating to the CUHSD 2011 General Obligation Refunding Bonds.

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pp.107-115 18. The Superintendent recommends the board approve the proposed Beverage

Provider Agreement between the District and the Dr. Pepper Snapple Group Inc. for a

term of five (5) years beginning on October 9, 2011.

VIII. <u>INFORMATION ITEMS:</u>

19. Recommendations by Sodexo to reduce encroachment in foods services.

pp.116-122 20. Monthly budget and cash flow report.

IX. ECSTA AND CSEA COMMENTS:

X. SUPERINTENDENT'S REPORT:

21. Report on the Southwest High School student scheduling/master schedule

concerns.

22. Desert Oasis High School – Home Visits by Principal

XI. BOARD COMMENTS:

XII. <u>CLOSED SESSION</u>: (If Necessary)

XIII. ADJOURNMENT: Time:\_\_\_\_

Agenda Posted:

October 7, 2011

Date of Next Meeting:

November 13, 2011

# **CENTRAL UNION HIGH SCHOOL DISTRICT**

DATE:

October 11, 2011

TO:

C. Thomas Budde, Superintendent

FROM:

Carol Moreno, Director of Human Resources

**SUBJECT:** 

CLASSIFIED EMPLOYEE RECOGNITION - PERFECT ATTENDANCE

# EMPLOYEE RECOGNITION

# **BACKGROUND:**

Central Union High School District annually recognizes classified employees who have had perfect attendance during the fiscal year.

We are pleased to recognize the following list of classified employee(s) who had perfect attendance in the 2010-2011 school year. Each employee will receive a \$100.00 bonus.

# **CLASSIFIED STAFF MEMBER(S): POSITION:**

NANCY BUTCHER

MARIA CAMACHO

BEATRIZ MORA

Food Service Clerk

Food Service Assistant

School Bus Driver/Service Mechanic Helper

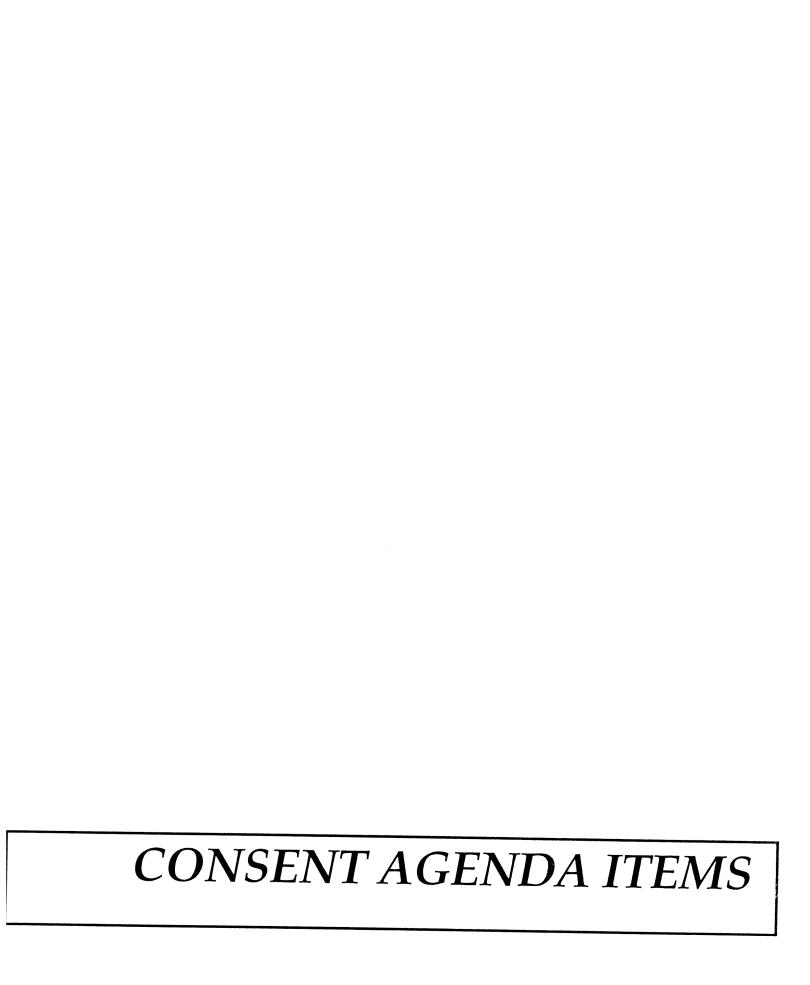
FERNANDO NAJAR

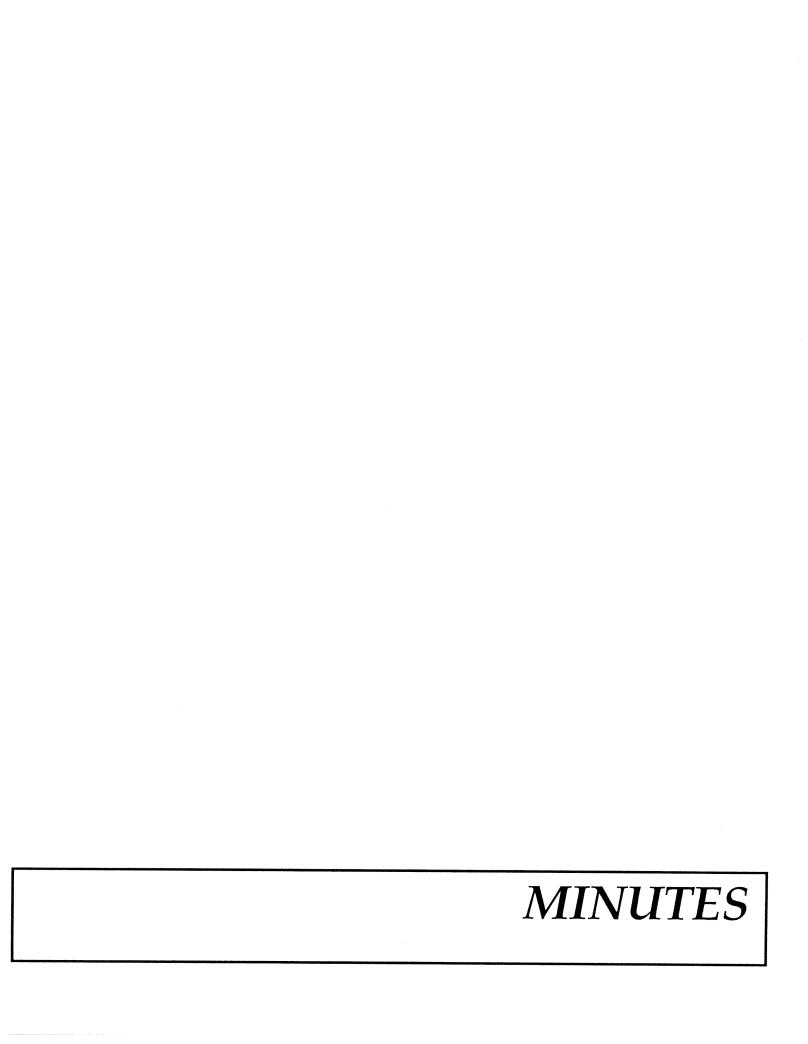
Maintenance/Custodian

FERNANDO NAJAR Maintenance/Custodian MARIO OROZCO Lead Custodian

JACQUELINE ROGERS Food Service Assistant

ACTION:	MOTION:	SECOND:
VOTE:	AYES	NOES
	ABSTENTIONS	





CENTRAL UNION HIGH SCHOOL DISTRICT BOARD OF TRUSTEES – REGULAR MEETING September 13, 2011 – 6:00 P.M.

# **CALL TO ORDER:**

President Vogel called the regular meeting of the Central Union High School District to order at 6:00 P.M.

# **CLOSED SESSION:**

The Board of Trustees and Superintendent adjourned into closed session to discuss the following: PUBLIC EMPLOYEE MATTERS, pursuant to Education Code Section 54954.5 and 54957; CONFERENCE WITH LABOR NEGOTIATOR, pursuant to Education Code Section 54957.6.

# **OPEN SESSION:**

The Board of Trustees reconvened into open session at 7:00 P.M. President Vogel announced that no action was taken in closed session.

# **ROLL CALL:**

Present:

Trustees Lee Hindman, Emma Jones, Jeanne Vogel, Jacinto Jimenez, Steve Walker. C. Thomas Budde, Carol Moreno, Sheri Hart, Jeff Magin, Danette Morrell, Tracie Baughn, Patty Leon, Tish Thompson, Merrit Merten, Catherine Drew, Neil MacGaffey, Diane Richmond, Alma Ruiz, Sandy Noujaim, Ben Benton, Hal Yasa, Todd Evangelist, Dan Edwards and others.

# FLAG SALUTE:

Lucy Hendry led the Pledge of Allegiance to the Flag.

# **APPROVAL OF AGENDA:**

Trustee Jones moved to approve the agenda as presented; motion seconded by Trustee Hindman.

Motion:

Carried

Vote: Ayes-5

# **COMMUNICATIONS AND RECOGNITIONS:**

Erin Evangelist, CUHS Student Board Representative reported on the following student activities: Update on the sports in season; Open House; Interact Club activities; new AP courses available; parent involvement activities.

April Pope, DOHS Student Board Representative reported on the following student activities: 154 students enrolled; ASB fundraising activities; upcoming spirit week; students wearing ID's; uniform policy being enforced; decrease in absences due to home visits.

Alex Cordova, SHS Student Board Representative reported on the following student activities: Update on the sports in season; Link Crew activities; ASB activities; preparing for Higher Education Day; Homecoming activities; Alzheimer Awareness.

# **PUBLIC COMMENT SESSION:**

President Vogel declared a public hearing session open for the purpose of hearing comments, presentations and requests on matters not listed on this agenda.

Mrs. Maria Marquez through an interpreter addressed the board to complain about the way an issue involving her daughter was handled at SHS. Her daughter was assaulted and injured while on campus and was not provided with appropriate medical services. She has already met with the principal and superintendent and they have not been able to provide answers. She is asking for justice and proper consequences for the students who assaulted her daughter. She has shared a video of the assault that was posted on the internet with school officials and nothing was done.

Trustee Vogel expressed her regrets on what happened to her daughter and asked that she please contact the superintendent again to schedule a meeting.

Dan Edwards, parent of two students in the district, one at SHS and the other at CUHS expressed appreciation for having the schedules available to students at CUHS prior to the start of school in order to accommodate schedule changes. He reported that SHS did not have the schedules ready and it took two weeks to fix things. Students wasted days sitting in the theater waiting to fix schedule changes. Parents were receiving automated calls regarding student absences. He stated that as a member of the SSC this issue had been discussed as a major concern and questions why it is such a mess year after year. It's a problem for all students. He hopes that by bringing it to the attention of the board the issue will be fixed prior to next year.

Trustee Walker stated that he had received some calls regarding the schedule problem at SHS. He requested that Dr. Budde look into the matter and report back to the board on his findings.

Neil MacGaffey stated that he had comments and item #12 and would the board consider pulling that item from the consent agenda for discussion. Item was moved to the end of the action items.

There being no other comments, oral or written, President Vogel declared the public hearing closed.

# **CONSENT AGENDA:**

Trustee Hindman moved to approve the consent agenda items after pulling item #12; motion seconded by Trustee Jimenez.

Motion: Carried Vote: Ayes-5

Minutes – August 09, 2011 regular meeting. Warrant Orders - #08092011, 1-6; #08162011, 1-5; #08232011, 1-3; #08302011, 1-4. Payroll Warrants - #2B August 31, 2011 \$1,842,744.11 and #1A September 09, 2011 \$2,272.09. Certificated Employment for 2011-2012 School Year – ESTELA CAMACHO, SHS & CUHS Math Eff. 08/08/11; NINFA VEGA, CUHS Math Eff. 08/08/11. Certificated Employment – Substitute/Adult Education Teachers – GARY MARRINER, GED Adult Ed Eff. 07/11/11; ALEJANDRO LOPEZ, HSD Adult Ed Eff. 09/12/11; TOM TACKE , HSD Adult Ed Eff. 09/14/2011. Certificated Employment – Supplemental Assignments – TERRY TORRENCE, SHS Behind the Wheel Training Eff. 07/01/11; RENE AGUNDEZ, CUHS Migrant Program for Academic Success Eff. 08/15/11; JESSICA BROOKS, Dance Instructor Eff. 08/15/11; DAVID BURT, SHS Library Multimedia Specialist Eff. 08/15/11; BEN BENTON,

**CONSENT AGENDA ITEMS: (continued)** 

Independent Studies for Special Education Eff. 08/15/11; DONALD JEFFERS, CUHS (1) Period of ROP Computer Repair Eff. 08/15/11; SHIRLEY LABRUCHERIE, SHS WASC Coordinator Eff. 08/15/11; MAGNOLIA MARTINEZ, SHS ASB Director Eff. 08/15/11; CRISTINA PLACARTE, CUHS BTSA Provider for Mabel Duenas Eff. 08/15/11; PATRICIA QUIJADA, SHS BTSA Provider for Adan Huerta Eff. 08/15/11; CHRISTINA RAMIREZ, SHS BTSA Provider for Rebecca Putnam Eff: 08/15/11; ANNA L. VIZCAINO, GEAR-Up Data Collector Eff. 08/16/11; CHRIS SPANOS, SHS Credit Recovery Eff. 08/22/11; MAGNOLIA MARTINEZ, SHS Afterschool Intervention Program Eff. 08/22/11; SAM URIE, SHS Agriculture Incentive Program Eff. 08/22/11. CUHS Advisors & Coordinators - VALERIA GARCIA, JV Cheer Advisor Eff. 07/01/11; ROBERTA WEBSTER, Majorette Advisor Eff. 07/01/11; MARTHA HOOPES, AVID Coordinator Eff. 08/01/11; TRICIA PETTER, Link Crew Coordinator Eff. 08/01/11; DAVID BAKER, Yearbook Advisor Eff. 08/15/11; DAVID BAKER, Newspaper Advisor Eff. 08/15/11; RENEE BAKER, Band Director Eff. 08/15/11; ROBERT M. GAEDE, Chorus Director Eff. 08/15/11; NEIL MACGAFFEY, Academic Decathlon Eff. 08/15/11; LOURDES RUEDA-LIZARRAGA, Science Fair Coordinator Eff. 08/15/11; SARA SANTOYO-MCFADDEN, Drill Team Advisor Eff. 08/15/11; ANNA VIZCAINO, Jr. Class Advisor Eff. 08/16/11; ANNA VIZCAINO, Mock Trial Advisor Eff. 08/16/11; ANNA VIZCAINO, Sr. Class Co-Advisor Eff. 08/26/11. SHS Advisors & Coordinators - MICHAEL J CARTER, TOSA Athletic Director Eff. 07/11/11; CATHERINE DREW, Mock Trial Advisor Eff. 08/15/11; MATTHEW BUSSE, Orchestra Director Eff. 08/15/11; JULIE CORDOVA, Class of 2013 Co Advisor Eff. 08/15/11; STEPHANIE NIEBLA, Class of 2013 Co-Advisor Eff. 08/15/11; PATRICIA QUIJADA, ACADEC Coach Eff. 08/15/11; HAYDEE RODRIGUEZ, Drama Coach Eff. 08/15/11; KAREN SAIKHON, Class of 2012 Advisor Eff. 08/15/11; KAREN SAIKHON, Yearbook Advisor Eff. 08/15/11; ALICIA TOSTADO, Drill Team Advisor Eff. 08/15/11; ALICIA TOSTADO, Tall Flags Advisor Eff. 08/15/11; ALICIA TOSTADO, Majorettes Advisor Eff. 08/15/11; ANITA SLOBIG, Chorus Director Eff. 08/22/11; OMAR BOUOMAR, AVID Coordinator Eff. 08/31/11. CUHS Department Chairs - RENEE BAKER, Visual & Performing Arts; TRAVIS FUSI, English; CINDY GARCIA, Social Science; JP GARCIA, Math; CHERYL HARGROVE, PE/Health; CRISTINA PLANCARTE, World Language; DARCEL PUTNAM, Special Education; LOURDES RUEDA-LIZARRAGA, Science; MARA SANCHEZ, Counseling. SHS Department Chairs - MIKE BECKER, Math; BEN BENTON, Special Education; DEBBIE ESTRADA, Physical Education; CARLOS EQUIA, Science; JANET GRUIS, Industrial Arts; KEVIN MCFADDEN, 50% Counseling; WENDY OSA, World Language; PATRICIA QUIJADA, English; FRANCISCO ROMAN, 50% Counseling; SERGIO RUBIO, Social Science; ANITA SLOBIG, Fine Arts. CUHS 6<sup>th</sup> Period Assignments - 08/15/11 - 12/16/11 - MARICELA AVILA, Cal-SAFE; JENNIFER BURT, Biology; MICHAEL COREY, Biology; RICHARD DECORSE, SDC Program; JP GARCIA, Algebra I; VERONICA GRANADOS, AHLP Algebra; GILBERT LEON, World History; MILDRED LOPEZ, Integrated Science; NEIL MACGAFFEY, Academic Instruction; ALEJANDRO PENA, Integrated Science; DARCEL PUTNAM, AHLP English; MARK ROGERS, Integrated Science; RAMON RUBIO, AHLP Social Science; LOURDES RUEDA-LIZARRAGA, Biology. SHS 6<sup>th</sup> Period Assignments - 08/15/11 -12/16/11 - STEPHANIE GAMEZ, English; SANDRA LOPEZ-TEMORES, RSP Class; WENDY OSA, French; PATRICIA QUIJADA, Academic Decathlon; LIDIA WALKER, SDC Class. CUHS Fall Coaches - 08/15/11 -11/18/11 - JOHN BRIGGS, Head Girls Varsity Golf; TOM COLE, Asst. JV Football; JACK EATINGER, Asst. Varsity Football; JON EDNEY, Asst. JV Football; STEVE EVANGELIST, Asst. Varsity Football; RACHELLE GAEDE, Asst. Cross Country; ROBERT GAEDE, Cross Country; MICHEAL GARCIA, Asst. Frosh Football; MICHAEL HOBBS, Head Varsity Football; ALYSON JACKSON, Hear Varsity Volleyball; NICK PERKINS, Asst. Freshman Football; GUILLERMINA ROMERO, JV Volleyball; TARA RYAN, Freshman Volleyball; RON SHANE, Head JV Varsity Football. SHS Fall Coaches - 08/15/11 - 11/18/11 - PATSY ENDERS, Head Freshman Volleyball; JULIE CORDOVA, Head Girls Golf; SYLVIA HINSHAW, Head Varsity Volleyball;

CONSENT AGENDA ITEMS: (continued)

# JOSHUA RAZMUS, Head Freshman Football; DARREN SPENCE, Head Varsity Football. Classified Employment - EUFRACIO SANTANA, School Bus Driver Eff. 08/08/11; MABEL GARCIA, CUHS 6 hr. Special Education Instructional Aide Eff. 08/15/11; GLORIA ZARAGOZA, DOHS 6 hr. Special Education Instructional Aide Eff. 08/15/11; SARAH GERARDO, CUHS Health Care Specialist I Eff. 08/15/11; VERENICE GALICIA, CUHS Special Education Instructional Aide Eff. 08/16/11. Classified Monthly Employment / Supplemental Assignments - MARISOL CABRERA, SHS Relief Clerk Eff. 08/04/11; MANUEL CASTILLO, JAMIE HERNANDEZ, EURACIO SANTANA, Substitute Bus Driver Eff. 08/08/11; MARINA CELAYA, CUHS Medication Monitor Eff. 08/15/11; OTILIA NUNEZ, CUHS Relief Security Guard Eff. 08/15/11; LOURDES PARGA, SHS Medication Monitor Eff. 08/15/11; KIMBERLY SCHIEBELHUT SHS Stage Crew Eff. 08/15/11; SYLVIA SORIANO, SHS Ticket Taker/Seller Eff. 08/15/11; JUAN FLORES, CUHS Relief Temp Nutritional Services Delivery Driver Eff. 08/17/11; MITCHELL HORNE, SHS Stage Crew Eff. 08/17/11; MARGARET DUGGAN, SHS Ticket taker/teller Eff. 08/19/11; LETICIA SOTO, SHS Ticket Taker/Seller Eff. 08/22/11; MARIA DAVALOS, CUHS Food Service Asst. I (2hrs) Eff. 09/01/11; JOSEPH GODOY, CUHS Food Service Asst. I (2hrs) Eff. 09/01/11; OLIVIA OLVERA-DELGADO, SHS Food Service Asst. I (2.5hrs) Eff. 09/01/11; MARTHA CELIS, CUHS Ticket Taker/Seller Eff. 09/02/11; ISELA MILLAN, CUHS Ticket Taker/Seller Eff. 09/02/11; LUPITA SANCHEZ, CUHS Ticket Taker/Seller Eff. 09/02/11. Classified Resignation / Separations - LISA BENAVIDEZ, CUHS Food Service Asst. I (2hrs) Eff. 08/11/11; EMMA BORJORQUEZ, CUHS Food Service Asst. I (2hrs) Eff. 08/11/11; CINDY HUGHES, District Office Accounts Payable/Business (Retirement) Eff. 11/30/11; RITA HUERTA, SHS Discipline Clerk (Retirement) Eff. 12/30/11. Classified Management Employment - FRANK TAMAYO, District Facilities and Grounds Supervisor Eff. 07/01/11. Approved the July 2011 Quarterly Report on Williams Uniform Complaints. Approved the New Frontier 21 Consulting Agreement. Approved the Memorandum of Understanding between Imperial County One Stop Business & Employment Services Consortium and the District. Approved the out of state trip for the Southwest High School Wrestling team to participate in the In Season Wrestling Tournament in Las Vegas, NV on 12/15 - 12/17/11. 2011-2012 Adopted budget report letter from ICOE.

# ADOPTION OF BOARD RESOLUTION NO. 09132011-22 DECLARING THE MONTH OF SEPTEMBER 2011 AS HISPANIC HERITAGE MONTH:

Trustee Hindman moved to adopt Board Resolution No. 09132011-22 declaring the month of September 2011 as Hispanic Heritage Month; motion seconded by Trustee Jones.

Motion: Carried Roll Call Vote: Ayes-5

# PUBLIC HEARING ON THE SUFFICIENCY OF TEXTBOOKS OR INSTRUCTIONAL MATERIALS AT THE CENTRAL UNION HIGH SCHOOL DISTRICT FOR THE 2011-12 SCHOOL YEAR:

President Vogel declared a public hearing open for the purpose of receiving comments on the sufficiency of textbooks or instructional materials at the Central Union High School District for the 2011-2012 school year.

Catherine Drew, SHS English teacher expressed concern over going over budget overage/limit on making copies of core curriculum materials due to the absence of sufficient textbooks. She was referred to site administration for further discussion on the issue.

September 13, 2011 – 6:00 P.M.

Neil MacGaffey, CUHS math teacher stated that he wanted the board to know that due to the current budget problems, CUHS is on the verge on not being compliant with the mandate due to a shortage of Algebra 1 books. He stated that fortunately teachers have been able to work with SHS to share books. No class sets are available and teachers have to make copies of homework assignments.

There being no other comments, oral or written President Vogel declared the public hearing closed.

# ADOPTION OF BOARD RESOLUTION NO. 09132011-20 REGARDING THE SUFFICIENCY OF INSTRUCTIONAL MATERIALS FOR THE 2011-12 SCHOOL YEAR:

Trustee Jimenez moved to adopt Board Resolution No. 09132011-20, Resolution Regarding the Sufficiency of Instructional Materials for the 2011-12 School Year, assuring the Superintendent of Public Instruction that the district has complied with the requirements of Education Code Section 60119; motion seconded by Trustee Jones.

Motion:

Carried

Roll Call Vote: Aves-5

# APPROVAL OF THE UPDATED AUTHORIZATION OF A SCHOOLWIDE PROGRAM FOR CENTRAL UNION AND SOUTHWEST HIGH SCHOOLS:

Trustee Hindman moved to approve the updated Authorization of a Schoolwide Program for Central Union and Southwest High Schools; motion seconded by Trustee Jimenez.

Motion:

Carried

Vote: Ayes-5

# ADOPTION OF BOARD RESOLUTION NO. 09132011-23 TO SUPPORT RESTORING BUDGETARY FLEXIBILITY NEEDED AS RESULT OF AB 114:

Trustee Jones moved to adopt Board Resolution No. 09132011-23 to support Restoring Budgetary Flexibility Needed as a Result of AB 114; motion seconded by Trustee Jimenez.

Motion:

Carried

Vote: Ayes-5

# **APPROVAL OF THE ENGLISH 12 HONORS COURSE:**

Trustee Jones moved to approve the English 12 Honors course and to add this course to the list of approved district courses; motion seconded by Trustee Hindman.

Motion:

Carried

Vote: Ayes-5

# ADOPTION OF BOARD RESOLUTION #09132011-21 ADOPTING THE "GANN" APPROPRIATIONS LIMIT FOR THE 2010-2011 SCHOOL YEAR:

Trustee Hindman moved to adopt Board Resolution #09132011-21 adopting the "GANN" Appropriations Limit for the 2010-2011 school year; motion seconded by Trustee Jones.

Motion:

Carried

Roll Call Vote: Ayes-5

# APPROVAL OF THE CONTRACT FOR E-RATE COMPLIANCE SERVICES BETWEEN THE DISTRICT AND CSM CONSULTING, INC.

Trustee Hindman moved to approve the Contract for E-Rate Compliance Services between the District and CSM Consulting, Inc.; motion seconded by Trustee Jimenez.

Motion:

Carried

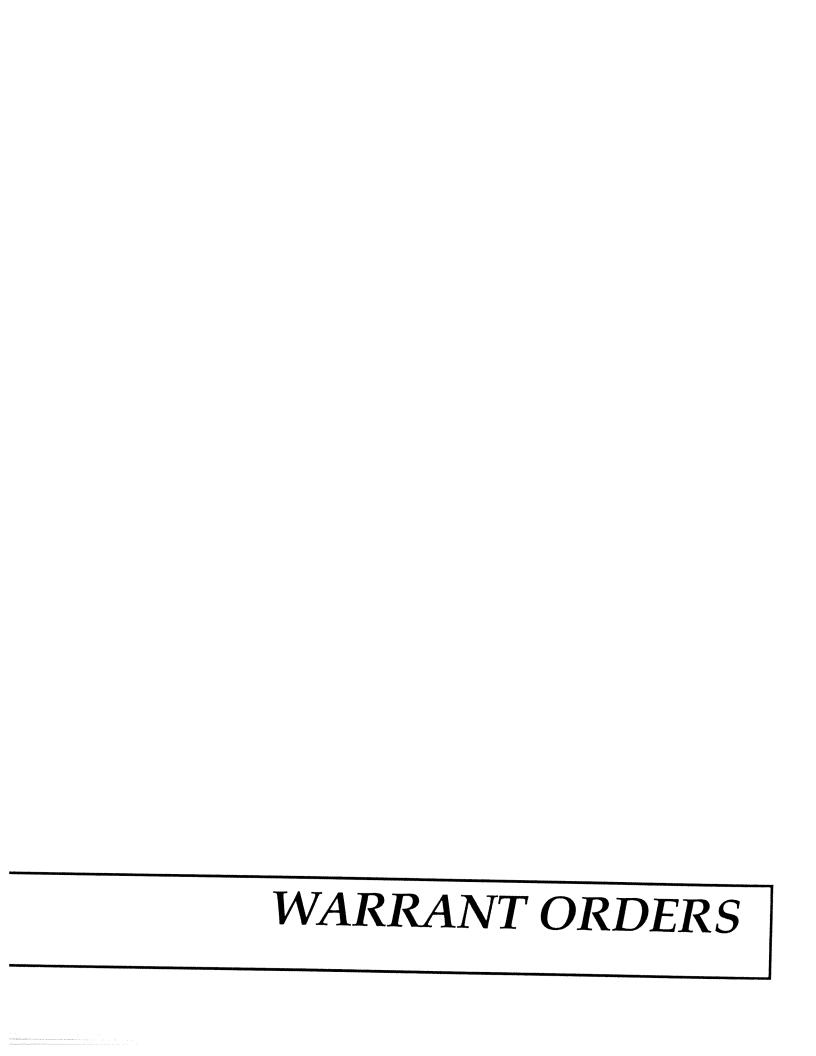
Vote: Ayes-5

BOARD OF TRUSTEES – REGULAR MEETING September 13, 2011 – 6:00PM		
APPROVAL OF THE 2010-2011 UNAUDITED ACTUAL FINANCIAL REPORT AND THE 2011-2012 REVISED BUDGET REPORT:  Trustee Jimenez moved to approve the 2010-2011 Unaudited Actuals Financial Report and the 2011-2012 Revised Provided		
2012 Revised Budget Report; motion seconded by Trustee Jones.  Motion: Carried Vote: Ayes-5		
APPROVAL OF THE REVISION TO BOARD POLICY 5127 GRADUATION CEREMONIES AND ACTIVITIES: Trustee Hindman moved to approve to waive the first reading and adopt the proposed revision to Board Policy 5127 relating to Graduation Ceremonies and Activities; motion seconded by Trustee Walker for the purpose of discussion.		
Neil MacGaffey requested the board strongly reconsider the change in eliminating the valedictorian and salutatorian recognition for student academic achievement effective with the graduating class of 2012. He stated that the change does not really solve the problem and that the student ranking would still appear on the official transcript.		
Motion: Carried Vote: Ayes-5		
INFORMATION ITEMS:  Monthly budget and cash flow report.		
ECSTA AND CSEA COMMENTS: Catherine Drew, ECSTA President reported that issues are still being discussed at sites prior to the next negotiation session.		
Diane Richmond, CSEA President stated that she had nothing to report.		
SUPERINTENDENT'S REPORT:  Update on the Central Union High School modernization project. Dr. Budde reported that the project is three weeks behind schedule.		
Sheri Hart reported on the current AYP and API scores.		
BOARD COMMENTS: None.		
ADJOURNMENT: President Vogel adjourned the meeting at 8:40PM.		

CERTIFIED MINUTES:

Superintendent & Secretary to the Board of Trustees

Date



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Number Vendor Name	Reference	Invoice Date Invoice No	Sep. Chk Account Code	Payment EPay Amount	Check Amount	Vendor Total	Audit
020130 AMERICA'S FINEST FIRE	PV-120338	9/6/11 #17M 605396	010-8150-0-0000-8110-5800-43-0000				
	PV-120339	9/6/11 #17M 605397	010-8150-0-0000-8110-5800-43-0000	628.63			
	PV-120340	9/6/11 #17M 605400	010-8150-0-0000-8110-5800-43-0000	171,35			
	PV-120341	9/6/11 #17M 605762	010-8150-0-0000-8110-5800-43-0000	1.179.94	76 926 6	70 76 77	
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020169 AT & T MOBILITY	PV-120331	9/6/11 287026013584	010-0000-0-0000-7700-5800-43-0000	120.95	120 95	30.001	
	PV-120343	9/6/11 AUGUST	010-8150-0-0000-8110-4390-43-0000	768 87	768 87	C6.071	
	PV-120344	9/6/11 #G557543	* 130-5310-8-0000-3700-4300-45-0000	918 12	918 13	FO 303 F	
019285 CALIF.SCHOOLS DENTAL	PV-120359	9/6/11 SEPTEMBER	010-0000-0-0000-0000-9524-43-0000	20 888 00	27.016	1,000 y	
	PV-120360	9/6/11 SEPTEMBER	010-0000-0-0000-0000-9524-43-0000	5 402 00	5 403 00	20,000.00 E 403.00	
	PV-120333	9/6/11 ZHL3254, ZGD3844 +	010-0000-0-0000-7700-4400-43-0000	664 20	302.00	00.204,6	
	PO-120209	9/6/11 #1698 AGENDAS	010-3060-0-7110-1000-4300-43-0000	125.00	175 00	125.00	
010996 CUHSD-REVOLVING CASH	PV-120335	9/6/11 REIMBURSEMENT	130-5310-0-0000-3700-5800-45-0000	1.700.00		00.021	
		9/6/11 REIMBURSEMENT	130-5310-0-0000-3700-5800-47-0000	2,200.00			
		9/6/11 REIMBURSEMENT	010-7220-0-1110-1000-5800-45-0000	525.00			
		9/6/11 REIMBURSEMENT	010-3060-0-7110-1000-5200-43-0000	40.00	4.465.00	4 465 00	
U19661 DE LAGE LANDEN	PV-120354	9/6/11 #10584114 PROP TAX	010-0000-0-4110-2700-5800-46-6390	140.32		00:00	
	PV-120355	9/6/11 #10584132 PROP TAX	010-0000-0-0000-2700-5800-47-0000	167.45	207 77	<i>دد د</i> 0٤	
018/10 DESERT SERVICES, INC.	PV-120345	9/6/11 #221180 8/16-31/11	010-0000-0-0000-8300-5800-45-0000	1,248.00		77.700	
		9/6/11 #221180 8/16-31/11	010-0000-0-0000-8300-5800-47-0000	1,248.00	2 496 00	3 405 00	
UIUZ/U EL CENTRO MOTORS	PV-120346	9/6/11 AUGUST	010-7230-0-0000-3600-4360-43-0000	130.82		2,130.00	
		9/6/11 AUGUST	010-8150-0-0000-8110-4390-43-0000	2005			
	PV-120332	9/6/11 SPARK HS INST.	010-0000-0-1525-1000-5200-47-0000	154 42	¥4.1¥1 cx 531	191.49	
	PV-120347	9/6/11 AUGUST	010-8150-0-0000-8110-4390-43-0000	25.1C1	24.45	154.42	
017013 FERGUSON ENTERPRISES	PV-120348	9/6/11 #7479452	* 130-5310-8-0000-1000-1000-1000-1000-1000-1000	1/:45	34.71		
020293 FIRE SERVICE	PV-120337	9/6/11 #17M 605398	120 121 0 0 000-37,00-43,00-45-0000	4.81	4.81	399.52	
020293 FIRE SERVICE	PV-120349		130-5310-0-0000-3700-5800-47-0000	302.20	302.20		
019767 FRUTH GROUP INC.	DV-12025	# 17 Ft 003399		425.00	425.00	727.20	
7		9/0/11 #10584109 PROP TAX	010-0000-0-3200-2700-5800-46-0000	93.20	93.20	93.20	

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		Da	Date Paid: 9/6/2011	AF 1.355	1107/0/6	10:49 AM	Page 2 of 3 *** <b>FINAL</b> ***	Page 2 of 3
Vendor Number Vendor Name	Reference Number	Invoice Sep.  Date Invoice No Chk	Account Code	ЕРау	Payment Amount	Check Amount	Vendor Toback	Audit
018461 HARTLINE, JESSE DOUGLAS	S PV-120357	9/6/11 8/29-31/11 INSPECTOR	353-7710-8-0000-8500-6290-45-0000		2.250.00			[
		9/6/11 8/29-31/11 INSPECTOR	353-7710-8-0000-8500-6290-45-0000		2.400.00			
	PV-120366	9/6/11 9/1-2/11 INSPECTOR	353-7710-8-0000-8500-6290-45-0000		1.500.00	6.150.00	00 031 9	
	PV-120350	9/6/11 #VAN 12	010-7230-0-0000-3600-5600-43-0000		00.005	00.001,0	0,150.00	
	H PV-120358	9/6/11 #13841 JULY	010-0000-0-0000-7200-5850-44-0000		452.00	452.00	000.00	
017492 KEENAN &	PV-120362	9/6/11 SEPTEMBER	010-0000-0-0000-0000-9524-43-0000		445 BE	432.00	452.00	
	PV-120361	9/6/11 SEPTEMBER	010-0000-0-0000-0000-9524-43-0000		230.46	#3.80 230.46	445.86	
		9/6/11 #30015185	010-0000-0-1555-1000-4300-47-0000		172.40	172.40	172.40	
019605 LANCASTER, ERIC	PV-120351	9/6/11 8/26/11 FOOTBALL	010-0000-0-1325-4200-5200-45-0000		20.00	20.00	20.00	
015700 MILEGERY, CORRECT	PV-120365	9/6/11 INS. REIMB.	010-0000-0-0000-0000-9524-43-0000		146.00	146.00	146.00	
OTOTOR MILESTER CORPORATION	PO-120162	9/6/11 PO25261201017	010-8150-0-0000-8110-4400-43-0000		739.57			
		9/6/11 PO25261201017	010-8150-0-0000-8110-4390-43-0000		528 46	0 036 1	6	
	PV-120336	9/6/11 AUTO REPAIR	010-0000-0-0000-7200-5800-44-0000		04.03c	1,200.03	1,268.03	
	PO-120196	9/6/11 #090211 FTBALL	010-0000-0-1325-4200-5800-45-0000		1 530 00	00.00	57.63	
	PV-120334	9/6/11 #10085 (403b)	010-0000-0-0000-7200-5800-44-0000		00.000,4	1,330.00	1,530.00	
010319 PITNEY BOWES INC.	PO-120159	9/6/11 #289917	0000 11 0000 0000 0000 0100		3,700.00	3,700.00	3,700.00	
015179 RADIO SUPPLY CORP.	PO-120197		VIV-0000-0-0000-2/00-4300-45-0000		274.73	274.73	274.73	
010021 REFRIGERATION SUPPLIES	PV-120352		010-0000-0-0000-2700-4300-47-0000		291.99	291.99	291.99	
013340 RIDDELL, INC.	PO-120155	AUGUSI	010-8150-0-0000-8110-4390-43-0000		933.49	933.49	933.49	
016574 ROMAN, JOSE E.	DV-120252		010-0000-0-1325-4200-4300-45-0000		182.51	182.51	182.51	
018088 RUSCO INC.	F V-120333		010-7230-0-0000-3600-4361-43-0000		14.89	14.89	14.89	
020142 SIMNSA HEALTH PLAN	DV-120362		010-0000-0-0000-2700-4300-45-0000		8,182.74	8,182.74	8,182.74	
017481 SISC III	PV-120364		010-0000-0-0000-0000-9524-43-0000		25,361.20	25,361.20	25,361.20	
		3/0/11 SEPTEMBER	010-0000-0-0000-0000-9524-43-0000		168,612.00	168,612.00	168,612.00	
			Total Checks: Total EPayments: Total Accounts Payable:	ks: fs: fe:	259,442.67 0.00 259,442.67			

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9/6/2011

Payment Amount

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Sep. Chk Account Code

Invoice Date Invoice No

Reference Number

Vendor Number Vendor Name

Cash Available after Expenses 5,475,929.25

Future Expenses

Pending Payroll Expenses

Pending APY Expenses

**Current Cash** 5,724,096.79 343,261.61 5,542,103.38

Fund 010 130 353

District APY Cash Verification as of 9/6/2011 at 10:49 AM

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Vendor Total

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It is hereby ordered that payment be made to the vendors indicated as per requisition or claims on this report totaling \$259,442.67 except as noted here below.

Date,

Authorizing Signature

Date

Authorizing Signature

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9/13/2011

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Vendor Number Vendor Name	Reference Number	Invoice Date Invoice No	Sep. Chk Account Code	ä	Payment			Audit
018873 AA EQUIPMENT	PV-120395	9/13/11 #7455895 ALIC			Amount	Check Amount	Vendor Total	Flag
015894 APPLIED INDICTEDA	7000C+ MG		010-0000-0-0000-8200-4380-43-0000	00	436.69	436.69	436.69	
TUNICOOK	FV-120396	9/13/11 #84641469 AUG.	010-8150-0-0000-8110-4390-43-0000	00	43.44			
	PV-120397	9/13/11 #84641185 AUG.	010-8150-0-0000-8110-4390-43-0000	00	89 22	133 66	22 661	
	PV-120398	9/13/11 AUG. (#1001)	010-0000-0-0000-8500-5890-45-0000	90	167 40	00.201	132.00	
	PV-120403	9/13/11 AUG. (#1008)	010-0000-0-0000-8500-5890-47-0000	8 8	04:701	167.40	167.40	
019835 ARAMARK UNIFORM	PV-120385	9/9/11 38491003 CAFE	130-5310-0-0000-8200-5504-45-0000	8 8	21.612	215.12	215.12	
019836 ARAMARK UNIFORM	PV-120386	9/9/11 38491010 CAFE	130-5310-0-0000-8700-5504 47 0000	3 8	232.96	232.96	232.96	
019838 ARAMARK UNIFORM	PO-120116	9/9/11 38491002 ALITO	JUL-1-1-000 20 0000 0 0100 000	2	346.37	346.37	346.37	
019839 ARAMARK UNIFORM	PV-120399		U10-3330-0-1110-1000-5800-45-0000	0	65.28	65.28	65.28	
019840 ARAMARK UNIFORM	PV-120400		U10-0000-0-0000-8200-5504-45-0000	00	264.44	264.44	264.44	
019841 ARAMARK UNIFORM	PV-120401		010-0000-0-0000-8200-5890-43-0000	00	450.41	450.41	450.41	
019842 ARAMARK UNIFORM	PV-120402		010-7230-0-0000-8200-5504-43-0000	0.	182.68	182.68	182.68	
019844 ARAMARK UNIFORM	DV-130404	9/13/11 AUG. (#1007)	010-7230-0-0000-3600-5890-43-0000	9	392.43	392.43	392.43	
015571 AT&T	10007141		010-0000-0-0000-8200-5504-47-0000	0	165.28	165.28	165 28	
	PV-120367	9/9/11 370-3857 DIST	010-0000-0-0000-7200-5900-44-0000	0	48.76	48 76	07:001	
	PV-120369	9/9/11 352-4738 CAFE	130-5310-0-0000-3700-5900-45-0000	0	00 1	o Si	48.76	
	PV-120370	9/9/11 352-2134 DIST	010-0000-0-0000-7200-5900-44-0000		20.01			
	PV-120371	9/9/11 3520344 DIST	010-0000-0-0000-2200-5900-44-0000	<b>o</b> c	10.111			
	PV-120372	9/9/11 336-4500 DIST	010-0000-0-0000-5900-5900-44-0000	<b>5</b> 6	240.05			
	PV-120373	9/9/11 370-5618 MAIN	010-8150-0-00-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0		566.96			
	PV-120374	9/9/11 352-2531 15601	0000-54-0065-0110-2000-2-2000		10.84			
019947 AVILA, ROBYN	PV-120405		010-0000-0-0000-7700-5900-43-0000	0	15.54	951.18	951.18	
019604 BEAM SPEED INTERNET	PV-120424		010-3010-0-1110-1000-5200-45-0000	-	378.69	378.69	378.69	
019120 BROWN, KAREN	PV-120388		010-0000-0-0000-7100-5800-44-0000		49.95	49.95	49.95	
018404 CAL-TEST INC.	PV-120408		130-5310-8-0000-3700-5200-45-0000		116.55	116.55	116.55	
019721 CAL-TEST INC.	DV-120405		010-0000-0-0000-7200-5800-43-0000		39.95	39.95	39 95	
019722 CAL-TEST INC.	DV-120407	# 2011-51296	010-7230-0-0000-3600-5850-43-0000		387.95	387.95	387 95	
018377 CDW GOVERNMENT INC	/0F021 V		010-0000-0-0000-7200-5800-43-0000		39.95	39.95	20.05	
020291 CLASSIC TIMES	FO-120198		010-0000-0-0000-7700-4300-43-0000		1,750.94	1,750.94	1 750 94	
10	014071	9/13/11 #643277	010-7230-0-0000-3600-5800-43-0000		70.00	70.00	70.00	
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Vendor	900						
Number Vendor Name	Number	Invoice Date Invoice No	Sep. Chk Account Code	Payment Epay Amount	4 40040	1	Audit
013966 COSTCO	PO-120169	9/13/11 #26242	010-0000-0-1369-1000-4300-47-0000		Timonia Ainonia	Aendor Iotal	Figg
	PO-120216	9/13/11 #26260	010-5640-0-8100-3140-4300-43-0000	09:00	,		
018963 COUNTY MOTOR PARTS	PV-120437	9/13/11 AUGUST	010-8150-0-0000-8110-4390-43-0000	38.18	79./41	147.62	
		9/13/11 AUGUST	010-7230-0-0000-3600-4360-43-0000	142 71			
		9/13/11 AUGUST	010-7240-0-5770-3600-4360-43-0000	155.42			
		9/13/11 AUGUST	010-0000-0-1300-4200-4300-45-0000	747			
		9/13/11 AUGUST	010-7230-0-0000-3600-4360-43-0000	112.48	602 24	75 507	
014/99 DB PUMP AND SUPPLY	PV-120411	9/13/11 AUGUST	010-8150-0-0000-8110-4390-43-0000	103.84	103.84	103 84	
	PO-120165	9/9/11 XFF9XCR37	010-0000-0-1110-2100-4400-43-0000	1.245 17	1 745 17	1000	
010946 EDICATIONS SEE	PV-120384	9/9/11 #85785A	010-0000-0-0000-2700-4300-47-0000	9.95	9.95	71.672,1	
	PO-120129	9/9/11 #08119294	010-0000-0-0000-2100-5800-44-0000	570.06	570.06	570.06	
STATES FE CENTRO, CITY OF	PV-120412	9/13/11 AUGUST	010-0000-0-0000-8200-5503-44-0000	274.39			
		9/13/11 AUGUST	010-5640-0-8100-8200-5503-43-0000	28.09			
		9/13/11 AUGUST	010-0000-0-0000-8200-5503-45-0000	530.65			
		9/13/11 AUGUST	010-0000-0-3200-8200-5503-46-0000	639 14			
		9/13/11 AUGUST	010-0000-0-4110-8200-5503-46-6390	639 14			
		9/13/11 AUGUST	010-0000-0-0000-8200-5503-47-0000	611 10			
		9/13/11 AUGUST	010-0000-0-0000-8200-5503-43-0000	129 90			
		9/13/11 AUGUST	010-7230-0-0000-8200-5503-43-0000	130 00			
	PV-120433	9/13/11 AUG.	010-0000-0-3200-8200-5503-46-0000	50.05			
		9/13/11 AUG.	010-0000-0-4110-8200-5503-46-6390	60.11	cr c01 c	6	
ULISSI ELMS EQUIPMENT RENTAL	PV-120413	9/13/11 AUGUST	010-0000-0-0000-8200-5600-43-0000	00:11	3,102.73	3,102./3	
		9/13/11 AUGUST	010-0000-0-0000-8200-4380-43-0000	, 24.624,2 05.00	, c		
012224 EMPIRE SOUTHWEST	PV-120414	9/13/11 #EPPS0383270 AUG.	010-7240-0-5770-3600-4360-43-0000	232.97	737.07	2,451.81	
		9/13/11 AUGUST	010-7230-0-0000-3600-4362-43-0000	166.87	16.502	76.757	
GIGTOT MAKILINE, JESSE DOUGLAS	PV-120416	9/13/11 9/6-9/11 INSPECTON	353-7710-8-0000-8500-6290-45-0000	3.000.00	0.504	100.8/	
100210		9/13/11 9/6-9/11 INSPECTON	353-7710-8-0000-8500-6290-45-0000	00 009	3 600 00	0	
orrazi nome depoi credit	PV-120435	9/13/11 AUGUST	010-8150-0-0000-8110-4390-43-0000	1,389.37	00.000	00.000,0	
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Vendor Number Vendor Name	Reference Number	Invoice Date Invoice No	Sep.	<b>u</b>			Audit
017821 HOME DEBOT CREEK			in Account Code	EPay Amount	Check Amount	Vendor Total	Flag
	PV-120435	9/13/11 AUGUST	010-0000-0-0000-7700-4300-43-0000	277.73			
		9/13/11 AUGUST	010-7230-0-0000-3600-4360-43-0000	90.14	1 757 34		
017821 HOME DEPOT CREDIT	PV-120436	9/13/11 AUG. MODERNIZATION	* 130-5310-8-0000-3700-4300-45-0000	796 84			
010014 IMPERIAL COUNTY HEALTH	4 PV-120417	9/13/11 #13886 AUG.	010-0000-0-0000-7200-5800-44-0000	0310.00	٣	2,554.08	
010290 IMPERIAL IRRIGATION	PV-120375	9/9/11 CUHS (13)	010-0000-0-0000-8200-5502-45-0000	34 335 35	2,310.00	2,310.00	
	PV-120376	9/9/11 50044355 FRC	010-5640-0-8100-8200-5502-43-0000	578 98			
	PV-120377	9/9/11 50186311 M&T	010-0000-0-0000-8200-5502-43-0000	859.67			
		9/9/11 50186311 M&T	010-7230-0-0000-8200-5502-43-0000	859.68			
	PV-120378	9/9/11 50093717 SHS	010-0000-0-0000-8200-5502-47-0000	0,			
	PV-120379	9/9/11 50003565 SHS	010-0000-0-0000-8200-5502-47-0000	15.116.43			
	PV-120380	9/9/11 50093701 SHS	010-0000-0-0000-8200-5502-47-0000	171 54			
	PV-120381	9/9/11 50093709 SHS	010-0000-0-0000-8200-5502-47-0000	25.433.81			
	PV-120382	9/9/11 50093691 SHS	010-0000-0-0000-8200-5502-47-0000	19 567 75	re red 30		
	PO-120118	9/9/11 #59786	010-0000-0-0000-5700-5800-47-0000	E 035.73	36,937.32	96,937.32	
011111 IMPERIAL STORES	PV-120418	9/13/11 AUGUST	010-8150-0-0000-8110-4390-43-0000		4 6	935.27	
	PV-120419	9/13/11 #559873/5 AUG.	* 130-5310-8-0000-3700-4300-45-0000	05.263	632.83		
015508 IMPERIAL VALLEY LEAGUE	PO-120236	9/9/11 2011/12 DUES - SHS	010-0000-0-1300-4200-5200 42 0000	0/.000	506.70	1,139.53	
	PO-120251	9/12/11 2011/12 DUES - CUHS	010-0000-0-1300-4200-5300-45-0000	700.00			
010294 IMPERIAL VALLEY PAINT	PO-120141	9/13/11 #3147498	010-0000-0-1300-4200-4300-47-0000	700.00	1,400.00	1,400.00	
	PV-120420	9/13/11 AUGUST	010-8150-0-0000-8110-4390-43-0000	24.04.2			
		9/13/11 AUGUST	010-0000-0-0000-8200-4380-43-0000	30.06	rc 058		
014369 IMPERIAL VALLEY PRESS	PO-120185	9/13/11 #10399994	010-3010-0-1110-1000-5840-45-0000	433 80	17.0.7	4/0.7/	
,	PV-120421	9/13/11 AUGUST	010-0000-0-0000-7200-5840-44-0000	. 1802	r3 956 C	( ) ( ) ( )	
U12//1 KENNEDY S FOR TIRES	PV-120438	9/13/11 AUGUST	010-0000-0-0000-2700-4300-47-0000	36.95	75.05.75	7,436.52	
010457 IA BRIDGING TO SECTION OF THE PROPERTY		9/13/11 AUGUST	010-7230-0-0000-3600-4362-43-0000	257.32	314 27	70 A15	
020205 I ABBADA MONICA	PV-120422	9/13/11 AUGUST	010-0000-0-0000-8200-4380-43-0000	445,48	445.48	445 48	
019605 LANCASTER FRIC	PV-120409	9/13/11 LAW INSTITUTE	010-7220-0-1110-1000-5200-45-0000	327.45	327.45	327.45	
	PV-120423	9/13/11 9/2/11 FOOTBALL	010-0000-0-1325-4200-5200-45-0000	20.00	20.00	20.00	

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Vendor Number Vendor Name	Reference Number	Invoice Date Invoice No	Sep. Chk Account Code	EPa >	Payment Amount	A Angel	•	Audit
	PO-120187	9/9/11 #155431	010-3010-0-1110-1000-4300-45-0000		360.00	360.00		g
	PV-120389	9/12/11 MILEAGE 8/11	130-5310-0-0000-3700-5200-45-0000		56.11	56.11	26.10	
	PO-120195	9/9/11 #21117059	010-0000-0-1355-4200-4300-47-0000		148.90	148.90	148.90	
	PV-120383	9/9/11 #090611 V. BALL	010-0000-0-1355-4200-5800-45-0000	-	1.770.00	1 270 00	00 022 1	
017406 MSA TERMITE SYSTEMS	PV-120368	9/9/11 SEPTEMBER	010-0000-0-0000-8200-5500-43-0000		600.00	600.00	DO:07/1	
019895 NAT'L GEOGRAPHIC	PO-120085	9/9/11 #INV392558	010-6300-0-1110-1000-4100-43-0000		100 12	00.000	900:00	
	PO-120087	9/9/11 #INV392560	010-6300-0-1110-1000-4100-43-0000		100 12			
	PO-120119	9/12/11 #INV390077	010-6300-0-1110-1000-4100-43-0000	2	2 909 14			
	PO-120158	9/9/11 #INV393008	010-7091-0-1110-1000-4300-47-0000	ì	138 11	2 747 40	6	
	PV-120390	9/12/11 MILEAGE 8/11	010-0000-0-0000-3150-5200-44-0000		132.09	64.142,6	3,247.49	
010314 OFFICE SUPPLY COMPANY	PO-120011	9/13/11 #445048-0	010-0000-0-0000-2700-4350-45-0000		16.15	136:03	132.09	
		9/13/11 ##445278-0	010-0000-0-0000-2700-4350-45-0000		74.78			
		9/13/11 #445278-1	010-0000-0-0000-2700-4350-45-0000		289.32			
		9/13/11 #445576-0	010-0000-0-0000-2700-4350-45-0000		235.40			
	PO-120123	9/13/11 #444896-0	010-0000-0-0000-2700-4300-47-0000		2 0			
		9/13/11 #444896-1,	010-0000-0-0000-2700-4300-47-0000		79.67			
		9/13/11 #444960-0	010-0000-0-0000-2700-4300-47-0000		35.56			
		9/13/11 #445090-0	010-0000-0-0000-2700-4300-47-0000	, ,	283.02			
		9/13/11 #445109-0	010-0000-0-0000-2700-4300-47-0000		41 75			
		9/13/11 #445117-0	010-0000-0-0000-2700-4300-47-0000		24.77			
		9/13/11 #4452742-0	010-0000-0-0000-2700-4300-47-0000	-	139.97			
	PO-120175	9/13/11 #445510-0	010-0000-0-0000-3110-4300-47-0000	' ^	253.15			
	PO-120199	9/13/11 #445537-0	010-3010-0-1110-1000-4300-47-0000	<b>,</b> c	2000			
		9/13/11 #445537-0	010-0000-0-0000-2700-4300-47-0000	٧ -	24.002			
	PV-120434	9/13/11 AUGUST	010-8150-0-0000-8110-4350-43-0000					
		9/13/11 AUGUST	010-0000-0-0000-8110-4390-43-0000	~	37.76			
		9/13/11 AUGUST	010-0000-0-0000-7200-4300-44-0000	n `	7.7.91 CC 34	i de la companya de l	,	
LISSO ONESOURCE	PV-120425	9/13/11 AUGUST	010-8150-0-0000-8110-4390-43-0000	1,2	1,250.88	1,250.88	2,204.86	

Date Paid: 9/13/2011

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Vendor Number Vendor Name	Reference Number	Invoice Date Invoice No	Sep. Chk Account Code	EPay	Payment Amount	Check Amount	Au Autor Tobas	Audit
015689 ONESOURCE	PV-120426	9/13/11 AUGUST	* 130-5310-8-0000-3700-4300-45-0000		1 153 74	1 153 74	1	2
017014 PEARSON EDUCATION	PO-120145	9/9/11 64284912, 64333595	010-6300-0-1110-1000-4100-43-0000		6 778 21	17.5527.7	20.101.72	
020158 RABOBANK VISA CARD	PV-120427	9/13/11 AUG. C.T.B.	010-0000-0-0000-7700-4300-43-0000		203 60	203.60	0,776.21	
020160 RABOBANK VISA CARD	PV-120428	9/13/11 AUG. C.M.	010-0000-0-0000-7200-4300-44-0000		20.502	00.503	203.60	
020267 RABOBANK VISA CARD	PV-120429	9/13/11 AUG. F.T.	130-5310-8-0000-3700-4300-45-0000		76.007	390.92	75.055	
018939 RIVERSIDE MARRIOTT	PO-120254	9/13/11 84188937 S. URIE	010-7010-0-1110-1000-5200-47-0000		379 54	10.600	689.51 12.92 12.02	
018858 ROBLES, CLAUDIA	PV-120430	9/13/11 8/31/11 VOLLEYBALL	010-0000-0-1355-4200-5200-45-0000		72 11	ביניטיני	3/9.54	
019307 SKILLPATH SEMINARS	PV-120387	9/12/11 10293844-47	010-8150-0-0000-8110-5200-43-0000		1 076 00	1 076 00	1075.00	
019971 SODEXO, INC. &	PV-120394	9/12/11 #1000536638 8/11	130-5310-0-0000-3700-5800-45-0000		19,498.89	200	7,0,0	
		9/12/11 #1000536638 8/11	130-5310-0-0000-3700-5800-47-0000		27,994.71	47,493,60	47 493 60	
	PO-120253	9/13/11 SAM URIE	010-7010-0-1110-1000-5200-47-0000		190.00	00.061	190.00	
020131 SPRINT	PV-120442	9/13/11 #322908316-117	010-0000-0-0000-7200-5903-44-0000		1.793.96		00.00	
		9/13/11 #322908316-117	010-7230-0-0000-3600-5903-43-0000		105.13			
		9/13/11 #322908316-117	010-8150-0-0000-8110-4390-43-0000		39.77	1,938.86	1.938.86	
01/944 SUN TRUST	PV-120431	9/13/11 #1417937 (NORESCO)	010-0000-0-0000-9100-7438-43-0000		4,091.11			
÷ 00,000		9/13/11 #1417937 (NORESCO)	010-0000-0-0000-9100-7439-43-0000	(*)	35,708.89	39.800.00	39 800 00	
	PO-120250	9/13/11 #GS2012-01	010-0000-0-1110-1000-5800-43-6091		250.00	250.00	350.00	
	PV-120391	9/12/11 MILEAGE 8/11	130-5310-8-0000-3700-5200-45-0000		116 55	116 66	230.00	
	PO-120171	9/9/11 #629705	010-0000-0-1555-1000-4300-47-0000	ш	377.18	50.011	110.55	
014752 UPS	PV-120432	9/13/11 #866031361	010-0000-0-0000-8110-5901-43-0000	ı	00.00	Ç	322.18	
020297 VASQUEZ, SUSAN	PV-120392	9/12/11 MILEAGE 8/11	130-5310-8-0000-3700-5200-45-0000		233.10	80.00 50.00	80.00	
020049 VENEGAS, GILBERT	PV-120393	9/12/11 MILEAGE 8/11	130-5310-0-0000-3700-5200-45-0000		122.04	733.10	233.10	
		9/12/11 MILEAGE 8/11	130-5310-0-0000-3700-5200-47-0000		122.05	244 00	2	
019256 WILLIAMS SCOTSMAN INC.	PV-120439	9/13/11 #95887298	250-0000-1-0000-8700-5600-43-0000	ш	501.00	60:47	4.09	
	PV-120440	9/13/11 #95887299	250-0000-1-0000-8700-5600-43-0000	ш	00100			
	PV-120441	9/13/11 #95887300	250-0000-1-0000-8700-5600-43-0000	ı u	00.100			
017783 WILLIAMS, DAN	PO-120242	9/12/11 TENNIS BALLS	010-0000-0-1352-4200-4300-45-0000	i	201.00	ŗ	1,503.00	
					7.1. <del>4</del> 0	771.40	771.40	

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ICTIVE LUCK CONTRACTOR	Date Paid: 9/13/2011

Invoice Date Invoice No

Reference Number

Vendor Number Vendor Name

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Audit Flag Vendor Total Check Amount 239,458.52 2,760.45 242,218.97 Payment Amount ЕРау Total Checks: Total EPayments: Total Accounts Payable: Sep. Chk Account Code

Date Paid: 9/13/2011

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Vendor Total

Audit Flag

Check Amount

EPay

Sep. Chk Account Code

Invoice Date Invoice No

Reference Number

Vendor Number Vendor Name

Cash Available after Expenses

Future Expenses

Pending Payroll Expenses

Pending APY Expenses

**Current Cash** 5,602,190.19 431,591.24 368,116.57 5,535,953.38

Fund 010 130 250

District APY Cash Verification as of 9/13/2011 at 1:05 PM

0.00 0.00 0.00 0.00

0.00

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51,992.10 1,503.00

185,123.87

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379,599.14 5,417,066.32

366,613.57 5,532,353.38

Payment Amount

9/13/2011

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Date

Authorizing Signature

It is hereby ordered that payment be made to the vendors indicated as per requisition or claims on this report totaling \$242,218.97 except as noted here below.

Authorizing Signature

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9/20/2011	
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ACCOUNTS PATABLE PRELIST	Date Paid: 9/20/2011
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Vendor	Deference						
Number Vendor Name	Number	Date Invoice No	Sep. Chk Account Code	Payment EPay Amount	nt nt Check Amount	Vendor Total	Audit
018479 AADVANCED WIRELESS	PV-120445	9/16/11 9/1/11 STMT.	010-8150-0-0000-8110-4390-43-0000	21.54			]
		9/16/11 9/1/11 STMT.	010-0000-0-3200-2700-4300-46-0000	21.54	4		
		9/16/11 9/1/11 STMT.	010-7230-0-0000-3600-4360-43-0000	35.00	78.08	78 08	
	PO-120124	9/19/11 #4100008789	010-0000-0-1559-4100-5800-47-0000	1,105.00	****	105.00	
019571 ALLIED WASTE SERVICES	5 PV-120455	9/19/11 #0467-001272673	010-0000-0-0000-8200-5506-44-0000	70.00			
	PV-120456	9/19/11 #0467-001272636	010-0000-0-0000-8200-5506-45-0000	1,553.07	20		
	PV-120457	9/19/11 #0467-001272638	010-0000-0-3200-8200-5506-46-0000	125.00	. 00		
		9/19/11 #0467-001272638	010-0000-0-4110-8200-5506-46-6390	125.00	00		
	PV-120458	9/19/11 #0467-001271695	010-7230-0-0000-8200-5506-43-0000	50.00	0		
		9/19/11 #0467-001271695	010-0000-0-0000-8200-5506-43-0000	20.00	9		
	PV-120459	9/19/11 #0467-001272637	010-0000-0-0000-8200-5506-47-0000	816.05	. 52		
	PV-120460	9/19/11 #0461-001272637	010-0000-0-0000-8200-5506-47-0000	250.00	3.039.12	3 039 12	
013037 AM COPIERS, INC.	PV-120454	9/19/11 #26670	010-0000-0-0000-7200-5800-44-0000	00 56		21:000/5	
	PO-120210	9/16/11 9883782045	010-7220-0-1566-1000-4300-47-0000	300 00	,,	90.00c	
015894 APPLIED INDUSTRIAL	PV-120461	9/19/11 #84641399	010-8150-0-0000-8110-4390-43-0000	57.34		300:00	
019781 AT&T	PV-120448	9/19/11 353-3570 CUHS	010-0000-0-0000-2700-5900-45-0000	27.88		tr:/r	
	PV-120449	9/19/11 353-1790 MAIM	010-8150-0-0000-8110-5900-43-0000	80:77	o ~		
	PV-120450	9/19/11 353-6059 MAIN	010-8150-0-0000-8110-5900-43-0000	20.00	. "		
	PV-120451	9/19/11 353-3657 CUHS	010-0000-0-0000-2700-5900-45-0000	4.83	3 58 51	0.7	
019933 AUTOZONE INC.	PV-120462	9/19/11 AUGUST	010-7240-0-5770-3600-4360-43-0000	464.50		10.00	
		9/19/11 AUGUST	010-8150-0-0000-8110-4390-43-0000	30.56	o vo		
		9/19/11 AUGUST	010-7230-0-0000-3600-4360-43-0000	90.789			
		9/19/11 AUGUST	010-7230-0-0000-3600-4360-43-0000	376.04			
		9/19/11 AUGUST	010-0000-0-0000-2700-4300-45-0000	5.93			
		9/19/11 AUGUST	010-0000-0-1300-4200-4300-45-0000	5 93	1 870 02		
019933 AUTOZONE INC.	PV-120463	9/19/11 #2803092322	* 130-5310-8-0000-3700-4300-45-0000	58.57		1 928 59	
	PO-120107	9/19/11 #100561	010-0000-0-1521-1000-4300-45-0000	366.35	· ·	366.35	
UI9641 BARRERA, RAMON	PV-120515	9/19/11 MILEAGE 8/11	010-0000-0-0000-7700-5200-43-0000	114.51		114 51	
						17:11	

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Vendor Number Vendor Name	Reference Number	Invoice Date Invoice No	Sep. Chk Account Code	Payment EPay Amount	Check Amount	A Vendor Total	Audit
020036 BARTH & TOZER LLP	PV-120465	9/19/11 #11430 (1084.003)	250-0000-0-0000-7200-5830-43-0000		48 70		<b>[</b> ]
020036 BARTH & TOZER LLP	PV-120464	9/19/11 #11478 (1081.0003)	* 250-0000-0-0000-7200-5830-43-0000	135 66	135 56	***	
015534 CALIBER	PO-120227	9/16/11 #25823	010-0000-0-1322-4200-4300-45-0000	323.25	133.00	4.	
	PO-120237	9/16/11 #26694	010-0000-0-1355-4200-4300-47-0000	20.036	26	6 6	
018377 CDW GOVERNMENT, INC.	PO-120215	9/16/11 ZMV0662	010-0000-0-0000-7700-4300-43-0000	521.78	67.680	682.29	
	PO-120223	9/19/11 ZNX1058	010-0000-0-0000-7700-4300-43-0000	184.97	204 20	٥٢ ع٥٢	
	N PO-120260	9/19/11 2011-12 DUES/ENROLL.		2.093.00	003000	00.70	
013966 COSTCO	PV-120522	9/20/11 #26270	010-0000-0-0000-7700-4300-43-0000	145.42	145.43	2,093.00	
016787 DELL MARKETING L.P.	PO-120168	9/16/11 XFFM4C4J5	010-0000-0-0000-7700-4300-43-0000	904.78	21:011	745.47	
	PO-120192	9/16/11 XFFF14W63,	010-0000-0-4110-1000-4100-46-6390	340.87			
	PO-120220	9/16/11 XF135F7T3, XFFK5KTC1	010-4045-0-0000-2420-4400-43-0000	2.358.69	3,604.34		
	PO-120157	9/16/11 XFFMW68X7	* 010-0000-0-0000-7700-4300-43-0000	926.65	59 966	4 530 00	
	PV-120466	9/19/11 #866160 FINGP FEES	010-0000-0-0000-7200-5850-44-0000	447 00	777	66.000,5	
017405 EAGLE SOFTWARE	PO-120269	9/20/11 CESAR CASTRO	010-0000-0-0000-7700-5200-43-0000	450.00	3.	9.74	
		9/20/11 GERARDO MORA	010-0000-0-0000-2100-5200-44-0000	450.00	00 00	90	
U1/919 EL CENTRO, CITY OF	PV-120523	9/20/11 #68 1ST QRT CUHS	010-0000-0-1110-1000-5800-43-6405	10,500.00		00.006	
	PV-120524	9/20/11 #69 1ST QRT SHS	010-0000-0-1110-1000-5800-43-6405	10 500 00	6		
	PV-120525	9/20/11 #EMPS2750317	010-7240-0-5770-3600-4360-43-0000	10,500.00	21,000.00	21,000.00	
011409 EMPLOYMENT	PV-120452	9/19/11 DE 2176 6/11	010-0000-0-0000-7200-5800-44-0000	10.01	15.31	19.31	
012416 FEDEX	PV-120467	9/19/11 #7-623-08050	010-0000-0-1559-2700-5901-45-0000	35.55	3,146.35	3,194.35	
		9/19/11 #7-623-08050	010-0000-0-0000-7200-5901-44-0000	20:00 8 2 2 5	5 67		
016942 FOLLETT EDUCATIONAL	PO-120193	9/19/11 #1177890 <b>A</b>	010-0000-0-1110-1000-4100-42-0047	90°77 90°32	03.41	63.41	
018461 HARTLINE, JESSE DOUGLAS	5 PV-120468	9/19/11 9/12-16/11	353-7710-8-0000-8500-6290-45-0000	3.750.00	97.96/	756.26	
		9/19/11 9/12-16/11	353-7710-8-0000-8500-6290-45-0000	00.009	4 350 00	00 036 6	
010321 HEWLEII-PACKARD	PO-120200	9/16/11 50008821, 50026074	130-5310-8-0000-3700-4400-45-0000	593.09	20.00	7,330.00	
		9/16/11 50008821, 50026074	130-5310-8-0000-3700-4300-45-0000	95 13	cc 803	6	
018353 HMC	PV-120470	9/19/11 #100457 AUG.	353-7710-8-0000-8500-6210-45-0000	34 645 3	27:450	77: <b>1</b> .0	
018353 HMC	PV-120469	9/19/11 #100126 AUG.	* 353-7710-8-0000-8500-6210-45-0000	11,382.62	6,742.46	18 175 00	
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Vendor Number Vendor Name	Reference Number	Invoice Date Invoice No	Sep. Chk Account Code	Payment EPay Amount	ayment Amount Check Amount	Vendor Tokasi	Audit
020155 HOLMAN COMPANY	PV-120453	9/19/11 SEPTEMBER	010-0000-0-0000-0000-9524-43-0000				S
018384 HOME ELEVATOR CORP.	PV-120471	9/19/11 SERVICE LIFTS	010-8150-0-0000-8110-5800-43-0000	56			
018185 HYATT REGENCY PHOENIX	PO-120268	9/19/11 MUHAMMAD WKSHOP	010-3010-0-1110-1000-5200-47-0000	61.			
		9/19/11 MUHAMMAD WKSHOP	010-4035-0-1110-1000-5200-47-0000	77	774.60		
		9/19/11 MUHAMMAD WKSHOP	010-5819-0-7110-1000-5200-43-0000	06	901.63 2,292.05	5 2.292.05	
	PV-120472	9/19/11 #58212	010-8150-0-0000-8110-5600-43-0000	11			
	PV-120473	9/19/11 #054-140-015-000	400-0000-9-0000-8500-6160-43-0000	1,298.52	•	***	
019521 K-C WELDING & RENTALS	PV-120521	9/19/11 AUGUST	010-8150-0-0000-8110-4390-43-0000	296	_		
		9/19/11 AUGUST	010-0000-0-0000-8200-4380-43-0000	¥8	848.59 1 147 79	9 1 147 70	
017015 LESLIE`S POOL SUPPLIES	PV-120474	9/19/11 #652-51866	010-8150-0-0000-8110-4390-43-0000	Ň			
	PV-120475	9/19/11 #652-51575	010-8150-0-0000-8110-4390-43-0000	2	23.26		
	PV-120476	9/19/11 #652-51220	010-8150-0-0000-8110-4390-43-0000	2	27.58		
	PV-120477	9/19/11 #652-51631	010-8150-0-0000-8110-4390-43-0000	i 80	288 16		
	PV-120516	9/19/11 #00257-210946 AUG.	010-8150-0-0000-8110-4390-43-0000	4 538 44	44		
	PV-120517	9/19/11 #652-50963	010-8150-0-0000-8110-4390-43-0000	352.13	13 5 750 3		
	PO-120189	9/15/11 #150953424	010-3010-0-1110-1000-4400-45-0000	1636.69			
019095 LOWE'S BUSINESS	PV-120479	9/19/11 #76334, 02177	130-5310-8-0000-3700-4400-45-0000	3 955 67	00.020.1	1,626.68	
		9/19/11 #76334, 02177	130-5310-8-0000-3700-4300-45-0000	76.55.5			
	PV-120478	9/19/11 AUGUST	* 010-8150-0-0000-8110-4390-43-0000	105:27	r		
014103 MISSION JANITORIAL	PV-120519	9/19/11 #273554-00 AUG.	010-0000-0-0000-8200-4380-43-0000	101:03 F 746 85	85 10 <del>1</del> .83	4,230.27	
	PV-120520	9/19/11 #275308-00 SEPT.	010-0000-0-0000-8200-4380-43-0000		r c		
	PV-120447	9/16/11 CTC A. TATUM	010-0000-0-0000-7200-5800-44-0000			,,,	
	PO-120183	9/16/11 #INV393506	010-4203-0-1110-1000-4300-45-0000	 	23.00		
018756 NIELSEN CONSTRUCTION	PV-120480	9/19/11 #2010-116-04	353-7710-8-0000-8500-6288-45-0000	0			
018142 PALOS SPORTS, INC.	PO-120194	9/15/11 #101405-00		49,344.00	00 49,344.00	49,344.00	
019956 PITNEY BOWES GLOBAL	PV-120481		U10-0000-0-1355-4200-4300-47-0000	155.23	23 155.23	155.23	
010319 PITNEY BOWES INC.	PO-120177		010-0000-0-0000-7200-5600-44-0000	377.50	50 377.50	377.50	
	11071 0		010-0000-0-0000-2700-4300-47-0000	586.24	24		
19		9/16/11 #564334	010-3010-0-1110-2495-4300-47-0000	286.00	00 1,172.24	1,172.24	

Date Paid: 9/20/2011	*****
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			Date Paid: 9/20/2011	APYSUU	9/20/2011	9:25 AM	Page 4 of 7 *** <b>FINAL</b> ***
Vendor Number Vendor Name	Reference Number	Invoice Date Invoice No	Sep. Chk Account Code	Pac	Payment	1000	Audit
018732 PRACTI-CAL, INC.	PV-120446	9/16/11 #19444	010-5640-0-1110-1000-5800-43-0000		70 77	Circle Amount	
	PV-120526	9/20/11 #54875463	010-7230-0-0000-3600-5800-43-0000	2 00	461.49	20.77 461 49	20.7/
	PV-120482	9/19/11 #3013202, 03 AUG.	010-7230-0-0000-3600-4360-43-0000	00	132.32	132.32	132.33
018182 SEHI COMPUTER	PO-120166	9/16/11 100071865	010-0000-0-0000-7700-4300-43-0000	<u>س</u> س	156.24		70.704
		9/16/11 100071865	010-0000-0-0000-7200-4300-44-0000		75.02		
		9/16/11 100071865	010-0000-0-1110-2100-4300-43-0000	ы 00	209.72		
	PO-120173	9/16/11 100072089	010-0000-0-0000-3110-4300-47-0000	30 E	594.67		
	PO-120176	9/16/11 100072010	010-0000-0-1430-1000-4300-47-0000		2,462.93		
	PO-120186	9/16/11 100072100	010-3060-0-7110-1000-4300-43-0000	)0 E	247.39		
010034 SHELL ON COMPANY	PO-120219		010-3010-0-1110-1000-4300-47-0000	30 E	265.76		4.011.73
GIGGE STIEL OIL COMPANY	PV-120527	9/20/11 #8000042476109 AUG.	JG. 010-0000-0-1300-4200-5200-45-0000	00	51.20		
		9/20/11 #8000042476109 AUG.	JG. 010-0000-0-1325-4200-5200-45-0000	00	182.35		
		9/20/11 #8000042476109 AUG.	JG. 010-0000-0-1311-4200-5200-45-0000	9	218.09		
		9/20/11 #8000042476109 AUG.	JG. 010-0000-0-0000-7700-4361-43-0000	9	93.31		
		9/20/11 #8000042476109 AUG.	JG. 010-7230-0-0000-3600-4361-43-0000	Q	54.61		
		9/20/11 #8000042476109 AUG.	JG. 010-5640-0-8100-3140-4361-43-0000	9	21.35		
01000		9/20/11 #8000042476109 AUG.	JG. 010-7230-0-0000-3600-4361-43-0000	0	115.26	71 922	
	PV-120528	9/20/11 #8000042476109 AUG.	*	0	403.44	403 44	* > 00 * *
U10082 SHEKATON GRAND	PO-120271	9/20/11 875158417 CASTRO	010-0000-0-0000-7700-5200-43-0000	0	198.79	Ė	1,139,61
01173 CKEE 6 9 2 123 AZ		9/20/11 875158417 MORA	010-0000-0-0000-2100-5200-44-0000	0	198.79	397 58	307 50
UTIZZY SNEELS & COMPANY,	PV-120483	9/19/11 #40245 SEPT.	010-8150-0-0000-8110-4390-43-0000	0	73.26	00: 700	95.766
014867	PV-120518	9/19/11 #39981 AUG.	010-8150-0-0000-8110-4390-43-0000	0	57.19	130.45	, cc.
of Tool Southwest STRINGS	PO-120214	9/16/11 #1107234-IN	010-0000-0-1522-1000-4315-47-0000	0	259.10	CE OCT	130.43
020069 SDABKIETTE	ì	9/16/11 #1107234-IN	010-0000-0-1522-1000-4300-47-0000	0	476.50	735 60	07 362
020070 SPARKIETTS	PV-120443	9/16/11 4549683944474	010-5640-0-8100-3140-4300-43-0000	0	25.89	25.89	9 5 80 80 80
	PV-120444		010-0000-0-1110-1000-5600-43-6091		12.50	12.50	55.65
	PO-120160	9/19/11 #3160155801	010-3010-0-1110-1000-4300-47-0000	0	260.50	260.50	25.50
	PO-120012	9/19/11 #10544	010-0000-0-0000-2700-4300-45-0000		55.99		
9							

Vendor Number Vendor Name	Reference Number	Invoice Date Invoice No	Sep. Chk Account Code	Pay EPay An	Payment Amount Check	Check Amount	Vendor Total	Audit
015935 STAPLES CREDIT PLAN	PO-120121	9/19/11 #60931	010-5640-0-8100-3140-4300-43-0000				1	<u>[</u>
	PO-120126	9/19/11 #48521	010-0000-0-0000-2700-4300-47-0000		54.92			
		9/19/11 #500814	010-0000-0-0000-2700-4300-47-0000		86.19			
		9/19/11 #52054	010-0000-0-0000-2700-4300-47-0000	ā	161.61			
	PO-120161	9/19/11 #161964	010-0000-0-1555-1000-4300-45-0000	1,2	1,240.19			
	PO-120172	9/19/11 #16514	010-0000-0-1545-1000-4300-47-0000	ř	369.53			
	PO-120213	9/19/11 #17135	010-0000-0-1545-1000-4300-47-0000	. ~	83.51			
	PV-120484	9/19/11 #58719	010-0000-0-0000-7700-4300-43-0000		92.39			
	PV-120485	9/19/11 #60944	010-7230-0-0000-3600-4350-43-0000		59.87			
	PV-120486	9/19/11 #6930	010-0000-0-0000-7700-4300-43-0000	2	232.64			
	PV-120487	9/19/11 #59803	130-5310-0-0000-3700-4350-45-0000		58.61			
	PV-120488	9/19/11 #60991	130-5310-0-0000-3700-4350-45-0000			2,650,32	7,650,33	
015873 TRANE COMPANY	PV-120489	9/19/11 #5702017R1 SEPT.	010-8150-0-0000-8110-4390-43-0000	, , , , ,		2,000,32	75.050,77	
	PV-120490	9/19/11 #5702017R2	010-8150-0-0000-8110-4390-43-0000	36	301.10			
	PV-120491	9/19/11 #574224R1	010-8150-0-0000-8110-4390-43-0000	1.72	1,729.28			
		9/19/11 #5742244R1	010-8150-0-0000-8110-4400-43-0000	3.63		6 978 05	30 000 3	
012225 XEROX CORPORATION	PV-120492	9/19/11 #057037658 AUG.	010-0000-0-0000-7200-5600-44-0000	E 27		0,020,00	0,326.03	
	PV-120493	9/19/11 #0570376952 AUG.	010-0000-0-0000-7200-5600-44-0000		27.6 99			
	PV-120494	9/19/11 #057037708 AUG.	010-0000-0-0000-7200-5600-44-0000		657.85			
	PV-120495	9/19/11 #057037705 AUG.	010-0000-0-0000-7200-5600-44-0000		<del>2</del> <del>2</del> <del>2</del> <del>2</del>			
	PV-120496	9/19/11 #057037 <b>68</b> 1 AUG.	010-7230-0-0000-3600-5600-43-0000		%5 9K			
	PV-120497	9/19/11 #057037713 AUG.	010-8150-0-0000-8110-5600-43-0000		174 92			
	PV-120498	9/19/11 #057037728 SEPT.	010-0000-0-0000-2700-5600-45-0000		3.61			
	PV-120499	9/19/11 3057037726 AUG.	010-0000-0-0000-2700-5600-45-0000		.83			
	PV-120500	9/19/11 #057037727 SEPT.	010-0000-0-0000-2700-5600-45-0000	E 1,143.41	4			
	PV-120501	9/19/11 #057037676 AUG.	010-5640-0-8100-3140-5600-43-0000	i w	84.91			
	PV-120502	9/19/11 #057037656 AUG.	010-3310-0-5770-2700-5600-43-0000	E 120	129.65			
2	PV-120503	9/19/11 # 057037723 AUG.	010-0000-0-0000-2700-5600-45-0000	т 9	84.91			

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Vendor Number Vendor Name	Reference Number	Invoice Date Invoice No	Sep. Chk Account Code	EPay	Payment Amount	Check Amount	Vendor Total	Audit
012225 XEROX CORPORATION	PV-120504	9/19/11 #057037724 AUG.	010-0000-0-0000-2700-5600-45-0000	u u	84 91		ignor management	<u> </u>
	PV-120505	9/19/11 #057037725 AUG.	010-0000-0-0000-2700-5600-45-0000	u u	84.91			
	PV-120506	9/19/11 #057037657 SEPT.	010-0000-0-0000-2700-5600-45-0000	ш	47.20			
	PV-120507	9/19/11 #057037709 AUG.	010-0000-0-0000-2700-5600-45-0000	ш	137.65			
	PV-120508	9/19/11 #057037697 AUG.	010-0000-0-0000-2700-5600-47-0000	ш	150.43			
	PV-120509	9/19/11 #057037696 AUG.	010-0000-0-0000-2700-5600-47-0000	ш	150.43			
	PV-120510	9/19/11 #057037741 SEPT.	010-0000-0-0000-2700-5600-47-0000	ш	86.08			
	PV-120511	9/19/11 #057037693 AUG.	010-0000-0-0000-2700-5600-47-0000	ı u	322 23			
	PV-120512	9/19/11 #057037694 AUG.	010-0000-0-0000-2700-5600-47-0000	<b></b>	548.11			
	PV-120513	9/19/11 #057037695 AUG.	010-0000-0-0000-2700-5600-47-0000	u	548.13			
	PV-120514	9/19/11 #057037674 AUG.	010-0000-0-0000-2700-5600-47-0000	ш	32.54		7,973.34	
			Total Checks: Total EPayments: Total Accounts Payable:	cks: nts: ble:	146,821.47 12,305.95 159,127.42			

Vendor		:	Date Paid: 9/20/2011	APY500	9/20/2011	9:25 AM	Page 7 of 7 *** <b>FINAL</b> ***
Number Vendor Name	Kererence Number	Invoice Date Invoice No	Sep.		Payment		***************************************

Audit	Flag
	Vendor Total
	Check Amount
Payment	Amount
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Sep. Chk Account Code	
Invoice Date Invoice No	
Reference Number	
Name	

# District APY Cash Verification as of 9/20/2011 at 9:25 AM

Cash Available	5.398.333.44	376,306.46	366,561.13	5,460,534.30	2 433 278 60
	0.00				
Pending Payroll Expenses	0.00	0.00	0.00	0.00	0.00
Pending APY Expenses	80,400.55	5,424.83	184.44	/1,819.08	1,298.52
Current Cash	5,478,733.99	381,731.29	366,745.57	7 434 573	71.110,707,2
Fund	010	250	353	400	•

It is hereby ordered that payment be made to the vendors indicated as per requisition or claims on this report totaling \$159,127.42 except as noted here below.

Mr. Marine

Authorizing Signature

Date

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			Date Paid: 9/27/2011	APY500 9/2	9/27/2011	8:32 AM	Page 1 of 4 *** FINAL ***
Vendor Number Vendor Name	Reference Number	Invoice Date Invoice No	Sep. Chk Account Code	Pay EPay An	Payment Amount (	Check Amount	Audit Vendor Total Flag
019742 AIRPEAK	PV-120532	9/27/11 #7926930 OCT.	010-7230-0-0000-3600-5903-43-0000			455 03	
020274 ALLDATA	PO-120115	9/22/11 #19578289	010-3550-0-1110-1000-5800-45-0000	i ion	975.00	975.00	0.555
	PV-120534	9/27/11 #24296Y D	010-8150-0-0000-8110-4390-43-0000	•	46.76	46.76	46.76
	PV-120533	9/27/11 #388856 AUG.	010-0000-0-0000-7100-5830-44-0000	iso M	3.837.55	3 837 55	33 258 5
	PV-120530	9/22/11 REIMBURSEMENT	010-0000-0-1110-1000-4300-43-6091	i m	317.57	317.57	5,55%
	PO-120239	9/26/11 #INV181145	010-3010-0-1110-1000-4300-45-0000	<b>.</b> 3	642.32	642.32	547.37
	PV-120535	9/27/11 #3 BP #08 PLUMBING	353-7710-8-0000-8500-6270-45-0000	11,97	11,973.00	11,973.00	11,973.00
	PO-120277	9/26/11 101736 J.VOGEL	010-0000-0-0000-7100-5200-44-0000	4	455.00	455.00	455.00
0183// CDW GOVERNMENT, INC.	PO-120257	9/23/11 ZRB5284	010-0000-0-0000-7700-4400-43-0000	3,35	3,353.40		
		9/23/11 ZRB5284	010-0000-0-0000-7700-4300-43-0000		79.22	3,432.62	3,432.62
UTSOOD CHEVROIN & LEXACO	PV-120536	9/27/11 #31482498 SEPT.	010-0000-0-1355-4200-5200-45-0000	77	166.86		
		9/27/11 #31482498 SEPT.	010-0000-0-1322-4200-5200-47-0000	27	278.31		
		9/27/11 #31482498 SEPT.	010-5819-0-7110-1000-5200-43-0000	ι,	57.90		
		9/27/11 #31482498 SEPT.	010-0000-0-1352-4200-5200-45-0000	7	70.08		
		9/27/11 #31482498 SEPT.	010-0000-0-1315-4200-5200-47-0000	20	205.38		
		9/27/11 #31482498 SEPT.	010-0000-0-1355-4200-5200-45-0000	26	267.37	1 045 90	
	PV-120537	9/27/11 #31482498 SEPT.	* 130-5310-8-0000-3700-4361-45-0000	3,4	481 53	06:010/1	, , ,
020220 CLAY-KING.COM	PO-120266	9/23/11 (120266)	010-0000-0-0000-2700-4300-45-0000	נכ	20:10t	20.10t	1,527.42
013966 COSTCO	PO-120169	9/27/11 #26291	010-0000-0-1369-1000-4300-47-0000	77	303 03	8/:077	8/.977
	PO-120188	9/27/11 #26279	010-3060-0-7110-1000-4300-43-0000	ה לל ל	233.40	547.43	( ° ° ° ° ° ° ° ° ° ° ° ° ° ° ° ° ° ° °
020004 CRS ADVANCED	PV-120531	9/22/11 #SF1113049 9/11	010-0000-0-0000-7200-5800-44-0000	4 1 4	455.00	24:345 00 336	242.42
020076 CUHSD NUTRITION	PO-120272	9/22/11 SNACKS 8/11	010-0000-0-1110-1000-4300-43-6001	<b>1</b>	9 (	433.00	455.00
012045 CUHS-LA SOLANA	PO-120252	9/23/11 #170 YR.BOOKS	010-0000-0-0000-0-0000-0-0000-0-0000-0-0000	m	33.30	33.30	33.30
018710 DESERT SERVICES, INC.	PV-120538	9/27/11 #221220 07/11/15/11	0.000-0-0000-7100-4500-44-0000	366	390.00	390.00	390.00
			010-0000-0-0000-8300-5800-45-0000	1,222.00	5.00		
016495 EBSCO PUBLISHING	PO-120224		010-0000-0-0000-8300-5800-47-0000	1,222.00	5.00	2,444.00	2,444.00
016859 ENCINAS, EDWARD	PV-120521		010-7090-0-1110-1000-4300-47-0000	3,300.00	00.0	3,300.00	3,300.00
016942 FOLLETT FOLICATIONAL	600000	9/2//11 9/15/11 VOLLEYBALL	010-0000-0-1355-4200-5200-47-0000	7	11.75	11.75	11.75
י סייריו ברסיאוזסואר	PO-120201	9/22/11 #1171569 <b>A</b>	010-6300-0-1110-1000-4100-43-0000	1,550.63	.63		) :

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Vendor Number Vendor Name	Reference Number	Invoice Date Invoice No	Sep. Chk Account Code	F Pac	Payment			Audit
016942 FOLLETT EDUCATIONAL	PO-120229	9/22/11 #1180366A	010-6300-0-1110 1000 4100 62		Timonic .	Check Amount	Vendor Total	Flag
018461 HARTLINE, JESSE DOUGLAS	S PV-120540	9/27/11 9/19-23/11 & 9/12/11	353-7710-8-0000-8500-6290-45-0000		937.43	2,488.06	2,488.06	
		9/27/11 9/19-23/11 & 9/12/11	353-7710-8-0000-8500-6290-45-0000		00.007	6 6 8		
018521 HEWLETT-PACKARD	PO-120200	9/26/11 #50036553	130-5310-8-0000-3700-4400-45-0000		900.00	4,350.00	4,350.00	
		9/26/11 #50036553	010-0000-0-0000-7200-4400-44-0000		¥.60.			
	PO-120222	9/26/11 #50076448	010-0000-0-0000-7700-4300-43-0000		4.05 4.05 5.05			
020087 INTEGRITY DOOR &	PV-120541	9/27/11 #222	010-8150-0-0000-8110-4350-03-0000		13.98	1,944.86	1,944.86	
	PV-120542	9/27/11 9/15/11 FOOTBALL	010-0000-0-1325-4200-5200-45-0000		79.76	26.26	56.26	
018534 LANDMARK	PV-120543	9/27/11 #LE0911-21	353-7710-8-0000-8500-8500-8500-8500-8500-8500-		11.75	11.75	11.75	
020225 LOGICAL CHOICE	PO-120189	9/22/11 #150953761	010-3010-0-1110-1000 4400 45 0000		3,134.71	3,134.71	3,134.71	
018073 MORNING STAR CHARTER	PO-120270	9/26/11 #092311A	010,000,000,000,000		2,906.03	2,906.03	2,906.03	
019895 NATIONAL GEOGRAPHIC	PO-120211		010-6300-0-1110 1000 4300 45-0000		1,350.00	1,350.00	1,350.00	
	PO-120212	9/22/11 #INV394645	010-6300-0-1110-1000-4300-43-0000		1,825.39			
019895 NATIONAL GEOGRAPHIC	PO-120203	9/22/11 #INV395280	0000 01 0001 01 00 00 00 00 00 00 00 00		4,105.47	5,930.86		
015129 PARENT INSTITUTE	PO-120190				1,825.39	1,825.39	7,756.25	
018732 PRACTI-CAL, INC.	PV-120529		010-3060-0-7110-1000-5901-43-0000		339.00	339.00	339.00	
018772 R & K AIR CONDITIONING	PV-12054		010-5640-0-1110-1000-5800-43-0000		111.09	111.09	111.09	
020302 RW SMITH & CO.	PV-120545		353-7710-8-0000-8500-6270-45-0000		141,869.52	141,869.52	141,869.52	
018182 SEHI COMPUTER	DO-11003	0/27/11 #1 BF#11 FOOD SERV	353-7710-8-0000-8500-6270-45-0000		116,745.75	116,745.75	116.745.75	
	PO-120226	9/22/11 100072504	010-0000-0-0000-2700-4300-45-0000	ш	1,217.77			
	rO-120234	9/22/11 100072637	010-7090-0-1110-1000-4300-47-0000	ш	1,468.98			
	T-2021 O		010-3550-0-1110-1000-4300-45-0000	ш	1,620.69			
	PO-12024	9/23/11 1000/2845	010-0000-0-1435-1000-4300-47-0000	ш	79.71			
011224 SKEELS & COMPANY	DV-120546		010-0000-0-1525-1000-4300-47-0000	ш	617.44		5 004 50	
	F V-12U340		010-8150-0-0000-8110-4390-43-0000		16.73		60:100%	
013407 SMART & FINAL	PO-120170	9/2//11 #40339	010-8150-0-0000-8110-4390-43-0000		11.71	28.44	28.44	
015293 SOUTHWEST H.S. YR. BOOK PO-120238	PO-120238	9/23/11 #130959	010-0000-0-1369-1000-4300-47-0000		27.39	27.39	27.39	
014866 SOUTHWEST STRINGS	PO-120214		010-0000-0-0000-7100-4300-44-0000		390.00	390.00	390.00	
25		NI-/000011 11/02/	010-0000-0-1522-1000-4315-47-0000		518.20	518.20	518.20	

		i i	Date Paid: 9/27/2011	APY500	9/27/2011	8:32 AM	Page 3 of 4 *** <b>FINAL</b> ***	4 *
Vendor Number Vendor Name	Reference Number	Invoice Date Invoice No	Sep. Chk Account Code	P	Payment		•	ij
020289 STANDARD DRYWALL INC. PV-120548	PV-120548	9/27/11 #2 BP#4 ROUGH	353-710-8-0000 950177-538			CIRCLE AMOUNT	Vendor Total Flag	5
019807 SUPREME ELECTRICAL	PV-120540	***************************************	0000-54-0/79-0000-0000-0-01// 555		119,568.77	119,568.77	119,568.77	
010010	616071	3/2//11 #4 BP#10 ELECT	353-7710-8-0000-8500-6270-45-0000		16,200.00	16.200.00	16 200 00	
019310 IKADE MARK	PV-120550	9/27/11 #2 BP#6	353-7710-8-0000-8500-6270-45-0000		ט א כטב טכ	00 0000	00.00	
018637 TROXELL	PO-120148	9/22/11 #628925	010-3010-0111-0-010	1	20,703.00	20,703.60	20,703.60	
	DO:10004		0000-4400-4400-47000	ш	602.32			
2017 63670	10-120204	9/22/11 #631872	010-3010-0-1110-1000-4400-47-0000	ш	1,152.93		1 755 25	
014/32 UPS	PV-120551	9/27/11 #866031381	010-0000-0-1559-2700-5901-47-0000		35.92		03.00 //	
		9/27/11 #866031381	010-0000-0-1559-2700-5901-47-0000		7.32			
		9/27/11 #866031381	010-0000-0-0000-8110-5901-43-0000		40.00	83.24	83.24	

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471,618.44 6,759.84 478,378.28

Total EPayments: Total Accounts Payable:

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8:32 AM

Page 4 of 4 \*\*\* FINAL \*\*\*

Check Amount

Cash Available after Expenses

Future Expenses

Pending Payroll Expenses

Pending APY Expenses

**Current Cash** 5,524,566.22 394,381.07 5,460,534.30

Fund 010 130 353

District APY Cash Verification as of 9/27/2011 at 8:32 AM

5,482,180.25 392,934.11 5,025,988.95

0.00 0.00 0.00

0.00 0.00 0.00

1,446.96 42,385.97

434,545.35

Audit Flag

Vendor Total

Payment Amount

EPay

**APTOU** 

Date

It is hereby ordered that payment be made to the vendors indicated as per requisition or daims on this report totaling \$478,378.28 except as noted here below.

Authorizing Signature

			Date Paid: 10/4/2011				*** FINAL ***	INAL ***
Vendor Number Vendor Name	Reference Number	Invoice Date Invoice No	Sep. Chk Account Code	EPay	Payment Amount	Check Amount	Vendor Toboay	Audil
019400 ADAMS REPAIR SHOP	PV-120571	10/4/11 #13533	010-7240-0-5770-3600-5600-43-0000		414 94	70 77	100	ž
016549 AIRGAS WEST INC.	PO-120225	10/4/11 #103452180	010-3550-0-1110-1000-4300-45-0000		315.93	47.4.64	414.84	
	PV-120572	10/4/11 #103486191	010-8150-0-0000-8110-4390-43-0000		44 13	20.036	i d	
019781 AT&T	PV-120564	10/3/11 337-8146 CUHS	010-0000-0-0000-2700-5900-45-0000		17.13	360.06	360.06	
	PV-120565	10/3/11 352-9772 FRC	010-5640-0-8100-8200-5900-43-0000		73.47			
	PV-120566	10/3/11 337-5852 MAIN	010-8150-0-0000-8110-5900-43-0000		1.56	97 16	91 00	
020248 BAKER DISTRIBUTING	PV-120573	10/4/11 SEPTEMBER	010-8150-0-0000-8110-4390-43-0000		691.22	601.37	92.10	
	PV-120552	10/3/11 LUNCH REFUND	130-5310-0-0000-3700-5800-45-0000		88.50	88 50	27.160	
016198 CARTER, MICHAEL	PV-120570	10/4/11 CPA MEETING	010-6385-0-1110-1000-5200-47-0000		102.17	102.17	102.17	
019661 DE LAGE LANDEN	PV-120574	10/4/11 #10814005	010-0000-0-4110-2700-5600-46-6390		1,229.29			
	PV-120575	10/4/11 #10814011	010-0000-0-0000-2700-5600-47-0000		1,480.49	2,709.78	2 709 78	
	PO-120244	10/3/11 XFFX5J366	010-7230-0-0000-3600-4400-43-0000	1	1,245.17	1,245.17	1 245 17	
	PO-120245	10/3/11 IVC179572	010-0000-0-1505-1000-4300-45-0000		239.80	239.80	739 80	
	PO-120282	10/3/11 #869	010-3550-0-1110-1000-4300-45-0000		163.15	163 15	21.031	
	PV-120577	10/4/11 SEPTEMBER	010-7230-0-0000-3600-4360-43-0000		160.67	73.631	105.15	
	PV-120576	10/4/11 #5056889 AUG.	* 010-7230-0-0000-3600-4360-43-0000		28.83	78.82	000	
016859 ENCINAS, EDWARD	PV-120578	10/4/11 9/23/11 FOOTBALL			13.45	20.03	189.50	
018170 FELIX-SANTOS, LEONOR	PV-120569	10/3/11 SNACKS/PARENTS	010-3060-0-7110-1000-4300-43-0000		13,45	13.45	13.45	
020221 FIRST SERVICE	PO-120052	10/3/11 #1106094	010-0000-0-1300-4200-4300-47-0000	~	45.00	45.88	45.88	
		10/3/11 #1106094	010-0000-0-0000-2700-4300-47-0000	, m	3 627 87	אר שלר ר	; ; ; ;	
	PV-120579	10/4/11 #10809619	010-0000-0-3200-2700-5600-46-0000	,	477 05	47.552,7	/,255./4	
015620 GAS COMPANY	PV-120561	10/3/11 11632701 CUHS	010-0000-0-0000-8200-5501-45-0000		4.73	47.75	4/7.95	
016135 045 045		10/3/11 11632701 CUHS	130-5310-0-0000-8200-5501-45-0000		14.17	18.90	4 90	
016136 CAS COMPANY	PV-120562		010-0000-0-0000-8200-5501-45-0000		16.83	16.83	16.83	
	<b>PV</b> -120560	10/3/11 12172486 CUHS	010-0000-0-0000-8200-5501-45-0000		18.90	18.90	60.00	
01612/ GAS COMPANY	PV-120563	10/3/11 10138958 SHS	010-0000-0-0000-8200-5501-47-0000		337.23			
		10/3/11 10138958 SHS	130-5310-0-0000-8200-5501-47-0000		112.41	449.64	449 64	
U18461 HARTLINE, JESSE DOUGLAS PV-120580	S PV-120580	10/4/11 9/26-30/11	353-7710-8-0000-8500-6290-45-0000	,	3 750 00			

ACCOUNTS PAYABLE PRELIST Date Paid: 10/4/2011

FY 2012

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אומפוא ואמו איני ביותי אומין איני איני איני איני איני איני איני אי	,	CI 2017 PC	ACCOUNTS PAYABLE PRELIST Date Paid: 10/4/2011	APY500	10/4/2011	9:23 AM	Page 2 of * *** <b>FINAL</b> ***	2 of ' . * * *
Vendor Number Vendor Name	Reference Number	Invoice Date Invoice No	Sep. Chk Account Code	EPay	Payment Amount	Check Amount	Vendor Total	Audi Flac
018461 HARTLINE, JESSE DOUGLAS	S PV-120581	10/4/11 9/26-27/11 WELDING	353-7710-8-0000-8500-6290-45-0000		1,200.00	4,950.00	4.950.00	
010290 IMPERIAL IRRIGATION	PV-120553	10/3/11 50044293 CUHS	010-0000-0-0000-8200-5502-45-0000		634.34			
		10/3/11 50044293 CUHS	130-5310-0-0000-8200-5502-45-0000		312.44			
	PV-120554	10/3/11 CUHS (14)	010-0000-0-0000-8200-5502-45-0000		49,177.77			
	PV-120555	10/3/11 50044344 DIST	010-0000-0-0000-8200-5502-44-0000		1,287.77			
	PV-120556	10/3/11 50044335 DOHS	010-0000-0-3200-8200-5502-46-0000		2,506.61			
		10/3/11 50044335 DOHS	010-0000-0-4110-8200-5502-46-6390		2,506.60			
	PV-120557	10/3/11 50044355 FRC	010-5640-0-8100-8200-5502-43-0000		619.85			
	PV-120558	10/3/11 50186311 M&T	010-0000-0-0000-8200-5502-43-0000		1,117.63			
		10/3/11 50186311 M&T	010-7230-0-0000-8200-5502-43-0000		1,117.64			
	PV-120559	10/3/11 SHS (3)	010-0000-0-0000-8200-5502-47-0000		18,606.05	77,886.70	77,886.70	
010380 KAMAN INDUSTRIAL	PV-120582	10/4/11 #M938903	010-8150-0-0000-8110-4390-43-0000		23.16	23.16	23.16	
019605 LANCASTER, ERIC	PV-120583	10/4/11 9/24/11 LEGAL LAW A	010-7220-0-1110-1000-5200-45-0000		26.43	26.43	26.43	
014584 LEE TIRE CO.	PV-120584	10/4/11 #279731 AUG.	010-8150-0-0000-8110-4362-43-0000		540.20	540.20	540.20	
017015 LESLIE'S POOL SUPPLIES	PV-120585	10/4/11 #652-52147	010-8150-0-0000-8110-4390-43-0000		103.21			
	PV-120586	10/4/11 #652-52500	010-8150-0-0000-8110-4390-43-0000		8.12	111.33	111 33	
015700 MILESTEK CORPORATION	PO-120276	10/3/11 PO25408401017	010-0000-0-0000-7700-4300-43-0000		303.19	303.19	303.19	
019513 MORA, BEATRIZ	PV-120587	10/4/11 9/24/11 CROSS C	010-0000-0-1315-4200-5200-45-0000		11.17	11.17	11.17	
018073 MORNING STAR CHARTER	PO-120235	10/3/11 092911 C.STEVENS	010-7220-0-1110-1000-5800-45-0000		1,062.00		4	
	PO-120258	10/3/11 093011A V.FTBALL	010-0000-0-1325-4200-5800-47-0000		1,560.00	2.622.00	2 622 00	
	PO-120322	10/4/11 POSTAGE	010-0000-0-0000-7200-5901-44-0000		9,000.00	00.000,6	00.000.6	
	PO-120261	10/3/11 #6840891	010-3310-0-5770-1120-4300-45-0000		155.15	155.15	155 15	
020158 RABOBANK VISA CARD	PV-120589	10/4/11 SEPTEMBER CTB	010-6378-0-1110-1000-5200-47-0000		2,636.40			
		10/4/11 SEPTEMBER CTB	010-6300-0-1110-1000-4300-43-0000		120.85			
		10/4/11 SEPTEMBER CTB	010-0000-0-0000-7700-4300-43-0000		49.90			
		10/4/11 SEPTEMBER CTB	010-0000-0-0000-7700-5800-43-0000		1,383.00			
		10/4/11 SEPTEMBER CTB	010-0000-0-0000-2100-5200-44-0000		251.40			
n 0		10/4/11 SEPTEMBER CTB	010-0000-0-0000-7700-5200-43-0000		251.40			

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Vendor Number Vendor Name	Reference Number	Invoice Date Invoice No	Sep. Chk Acc	Account Code	EPay	Payment Amount	Check Amount	Vendor Total	Audi
020158 RABOBANK VISA CARD	PV-120589	10/4/11 SEPTEMBER CTB	010	010-0000-0-1559-2700-5200-47-0000		2,011.00			<u> </u>
		10/4/11 SEPTEMBER CTB	130	130-5310-0-0000-3700-5200-45-0000		64.92			
		10/4/11 SEPTEMBER CTB	130	130-5310-0-0000-3700-5200-47-0000		64.92			
		10/4/11 SEPTEMBER CTB	010	010-0000-0-4110-1000-5200-46-6390		246.54			
		10/4/11 SEPTEMBER CTB	010	010-0000-0-0000-2700-5200-45-0000		117.71			
		10/4/11 SEPTEMBER CTB	010	010-6378-0-1110-1000-5200-47-0000		763.28	7,961.32	7.961.32	
	PV-120588	10/4/11 SEPTEMBER F.T.	* 130	130-5310-8-0000-3700-4361-45-0000		99.00	99.00	00.66	
019574 SOLUTION TREE	PO-120259	10/3/11 #669978-87	010	010-5819-0-7110-1000-5200-43-0000		2,436.00			
		10/3/11 #669978-87	010	010-4035-0-1110-1000-5200-47-0000		1,000.00			
		10/3/11 #669978-87	010	010-3010-0-1110-1000-5200-47-0000		2,654.00	00.060.9	6 090 00	
	PO-120314	10/3/11 SAM URIE - CONF.	010	010-7010-0-1110-1000-5200-47-0000		80.00	00.08	00 08	
015935 STAPLES CREDIT PLAN	PV-120590	10/4/11 #3830 AUG.	010	010-8150-0-0000-8110-4390-43-0000		96.96	96.96	96.96	
018637 TROXELL	PO-120249	10/3/11 633223	010	010-3010-0-1110-1000-4400-47-0000	ш	645.43			
		10/3/11 633489	010-	010-3010-0-1110-1000-4400-47-0000	ш	19.93			
		10/3/11 633581	010-	010-3010-0-1110-1000-4400-47-0000	ш	191.76			
		10/3/11 633713	010-	010-3010-0-1110-1000-4400-47-0000	ш	142.23			
		10/3/11 634078	010-	010-3010-0-1110-1000-4400-47-0000	ш	234.90			
		10/3/11 633991	010-	010-3010-0-1110-1000-4400-47-0000	ш	89.44		1,323.69	
	PV-120567	10/3/11 CATA MEETING	010-	010-7010-0-1110-1000-5200-47-0000		57.35	57.35	57.35	
	PV-120568	10/3/11 CPA MEETING	010-	010-6385-0-1110-1000-5200-47-0000		82.01	82.01	82.01	
010760 WALLIANI UPHOLSTERY	PV-120591	10/4/11 #04409	010-	010-8150-0-0000-8110-5600-43-0000		173.88	173.88	173.88	
UIU/BU WIMUKE INC.	PV-120592	10/4/11 #1147997 SEPT.	010-	010-8150-0-0000-8110-4390-43-0000		60.42	60.42	60.42	
				Total Checks: Total EPayments: Total Accounts Payable:	cks: ints: ible:	124,923.91 1,323.69 126,247.60			

Audi		Payment	i e	Sep. Chk Account Code	Invoice Date Invoice No	Vendor Number Vendor Name Number
Page 4 of • *** FINAL ***	9:23 AM	10/4/2011	APY500	ACCOUNTS PAYABLE PRELIST Date Paid: 10/4/2011	7107 1.1	יייין פאריייין פארייי

ACCOUNTS PAYABLE PRELIST

FT 2012

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Invoice  Sep.  Date Invoice No Chk Account Code  EPay Amount Check Amount	Reference Number
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# District APY Cash Verification as of 10/4/2011 at 9:23 AM

Cash Available after Expenses	5,356,610.00	323,869.02	5,021,038.95
Future Expenses	0.00	00:00	0.00
Pending Payroll Expenses	0.00	0.00	0.00
Pending APY Expenses	120,541.24	756.36	4,950.00
Current Cash	5,477,151.24	324,625.38	5,025,988.95
Fund	010	130	553

It is hereby ordered that payment be made to the vendors indicated as per requisition or claims on this report totaling \$126,247.60 except as noted here below.

Authorizing Signature

31

### PERSONNEL REPORT

PAYROLL WARRA	NTS - #3B September 30, 2011	
CERTIFICATED	(242)	\$1,474,534.88
CLASSIFIED	(194)	\$ 469,008.75
STUDENTS	( 5)	\$ 2,804.48
TOTAL	(441)	\$ 1,946,348.11
WARRANTS - #2A	October 10, 2011 Supplemental	
CERTIFICATED	(2)	\$ 1,668.95
CLASSIFIED	(7)	\$ 1,193.27
STUDENTS	( 0)	\$
TOTAL	(9)	\$ 2,862.22

### **INFORMATION / ACTION ITEMS:**

### 1. <u>CERTIFICATED MANAGEMENT EMPLOYMENT FOR 2011-2012 SCHOOL YEAR:</u>

### 2. <u>CERTIFICATED EMPLOYMENT – SUBSTITUTES/ADULT EDUCATION TEACHERS:</u>

3.	<b>CERTIFICATED EMPLOYMENT - SUPPLEMENTAL ASSIGNMENTS:</b>	
	APODACA, JOE –Athletic Director, CUHS	08-01-11
	GARCIA, MONIQUE -Support Provider for Estela Camacho, SHS	08-15-11
	QUIJADA, PATRICIA –Support Provider for Ajalee Hood, SHS	08-15-11
	QUIJADA, PATRICIA -Support Provider for Adan Huerta, SHS	08-15-11
	HOOPES, MARTHA -Grading essays for NCLB compliance, Dist. Wide	08-30-11
	ORTIZ, FLORINDA –Credit Recovery, CUHS	09-08-11
	PETTER, TRICIA -Credit Recovery, CUHS	09-08-11
	LOPEZ, ALICIA -Home Teacher for Estefania Aceves, CUHS	09-12-11
	MYERS, DAN –After school tutoring, CUHS	09-12-11
	ORTIZ, FLORINDA –After school tutoring, CUHS	09-12-11
	BALCOM, STEPHEN V. –Saturday Remediation in English, CUHS	09-23-11
	PIPKIN, SUSAN -Credit Recovery Substitute, CUHS	09-26-11
	AGUNDEZ, RENE -College Personal Statement workshop, CUHS	09-27-11
	FUSI, TRAVIS –After School Tutor, CUHS	09-29-11
	VIZCAINO, ANNA -CTE Advisory, CUHS	09-29-11
	VALADEZ, JACQUELINE -Health Science Tutoring, SHS	10-01-11
	Afterschool Tutors 9/19/11 - 5/24/12 Southwest High School	
	BECKER, MICHAEL	
	CADREZ, BETSY	
	CARO, CARLOS	
	EQUIA, CARLOS	
	FIERRO, LUPE	

BOARD OF TRUSTEES MEETING

October 11, 2011

Page 2

### 3. CERTIFICATED EMPLOYMENT - SUPPLEMENTAL ASSIGNMENTS CON'T:

GARCIA, MONIQUE

HINSHAW, JOHN

Advisors and Coordinators- Southwest High School

DRISCOLL, DEMI-JV/Frosh Cheer Advisor

08-15-11

HARRISON, DENISE -Varsity Cheer Advisor

08-15-11

09-19-11

Department Chairs - Central Union High School

HOLBROOK, BRAD -Career Tech. Education

Fall Coaches - Central Union High School 8/15 - 11/18/11

GLORIA, DAVID -Head Freshman Football

WILLIAMS, DANIEL -Head Girls Tennis

Fall Coaches -Southwest High School 8/15 - 11/18/11

BIRD, RICHARD -Head Cross Country

BUSH, ANDREW -Assist. Freshman Football

CRUZ, CHRISTOPHER -Assist. Freshman Football

HARRINGTON, ALVIS -Assist. Cross Country

HODO YOUNG, ANTHONY -Head JV Football

MARCUNSON, BERNADETTE -Head JV Volleyball

PINEIRO, GENARO -Head Girls Tennis

RAZMUS, JOSH -Head Frosh Football

ROCHESTER, HAROLD—Assist. Varsity Football

RUBIO, RANDY -Assist. Varsity Football

RUIZ, ANDREW -Assist. JV Football

### 4. CLASSIFIED EMPLOYMENT:

GARCIA, MARCELA – 2 hr. Food Service Assist. I, CUHS

CELDT Testing Clerks 9/15 - 10/18/11 CUHS & SHS

CANEZ, FRANCES

NUNEZ, OTILIA

RAZO, BIANCA

REECE, LISA

RIVERA, NANCY

VARGAS, DORA

### 5. CLASSIFIED HOURLY EMPLOYMENT - SUPPLEMENTAL ASSIGNMENTS: CASTRO MARTHA - Translation of school communications, CUHS 07.25

CASTRO, MARTHA—Translation of school communications, CUHS	07-25-11
GONZALES, JANET -Ticket taker/seller, CUHS	09-02-11
FLETES, ELIZABETH –AVID Tutor, SHS	09-06-11
HERNANDEZ, EMETERIO –AVID Tutor, SHS	09-06-11
NAVARREZ, JOSE –AVID Tutor, CUHS	09-06-11
PINEDA, DAVID –AVID Tutor, SHS	09-06-11
PRECIADO, CAMILO J. –AVID Tutor, CUHS	09-06-11
SUAREZ, CATHY –AVID Tutor, SHS	09-06-11
ANGUIANO, RAMON -AVID Tutor, SHS	09-07-11
TOSTADO, ALICIA -Relief Instructional Aide	09-07-11
GALICIA, VERENICE –Relief Instructional Aide	09-09-11
CASTILLO, MANUEL -Sub Security Guard, Dist. CUHS	09-12-11

CENTRAL UNION HIGH SCHOOL DISTRICT BOARD OF TRUSTEES MEETING October 11, 2011 Page 3

5. CLASSIFIED HOURLY EMPLOYMENT - SUPPLEMENTAL ASS	SIGNMENTS CON'T:
SAUCEDA, MARIA R. –2 hr. Food Service Assist. I, CUHS	09-13-11
RODRIGUEZ, MARIA -Relief Custodian, DW	09-14-11
ARCE, BETTY –Security at Athletic events, SHS	09-15-11
GUTIERREZ, MIKE -Security at Athletic events, SHS	09-15-11
MARTINEZ, FRANK -Security at Athletic events, SHS	09-15-11
MERAZ, ANGELINA -Relief Food Service, Dist. Wide	09-15-11
PARGA, LOURDES -Security at Athletic events, SHS	09-15-11
PELAYO, VICTOR -Relief food service, Dist. Wide	09-15-11
SMITH, RALPH –Security at Athletic events, SHS	09-15-11
PALOMARES, PATRICIA –Ticket Taker, SHS	09-19-11
ANDRADE, MANUEL -Migrant Work Study Student, CUHS	09-26-11
LAGUNA, ALAN -Migrant Work Study Student, CUHS	09-26-11
TAMAYO, ROSA -Relief Food Service Assist. I, Dist. Wide	09-27-11
Stage Crew - SHS 9/2/11 - 6/30/12	~ <del>_</del>
CARO, CARLOS	
OLMEDO, ELINA	
ORTIZ, JONATHAN	
PEREZ-LIZARRAGA, ITZEL	
RIGGS, ADAM	
SINGH, MELANIE	
TORRES, MARTIN	
6. CLASSIFIED RESIGNATION / SEPARATIONS:	
FLORES, ROSALVA -Food Service Assist. I (2 hr.), SHS	10-11-11
MUNOZ, DAVID -Athletic Equip. Manger/Custodian, SHS	10-31-11
7. CERTIFICATED RESIGNATION/SEPARATIONS:	
BAKER, GERALDINE –Health Teacher, CUHS	12-30-11

DATE:

October 11, 2011

TO:

C. Thomas Budde, Ph.D.

FROM:

Sheri Hart

SUBJECT:

APPROVAL OF THE MEMBERSHIP OF THE DISTRICT CAREER TECHNICAL EDUCATION ADVISORY COMMITTEE (CTEAC)

### ACTION

### **BACKGROUND:**

The governing board of each school district participating in a career technical education program shall appoint a career technical education advisory committee to develop recommendations on the program and to provide liaison between the district and potential employers. The committee shall consist of one or more representatives of the general public knowledgeable about the disadvantaged, students, teachers, business, industry, school administration, and the field office of the Department of Employment Development.(EC 8070)

### **DISCUSSION/ALTERNATIVE CONCERNS:**

The following individuals have agreed to serve as members of the CTE Advisory Committee for the 2011-12 school year:

### **Business/Industry Representatives**

Dianna Seanez (Cold Stone) - Chair Annette Bea (Dominos Pizza) - Co-Chair

J. Shawn Rizzuto (CAL Trans) Jim Martin (El Centro Motors) Jay Blitzer (Direct Auto Plaza)

John Gaede (ECRMC)
Rafael Galvan (Rabobank)
Teri Browlee (City of El Centro)
Magda Villanueva (Dr. Barson)
Christina Parson (ECRMC)
Oscar Quintero (Caliber)

Letty Taylor (Workforce Investment Board) Lulu Vizcarra (Employment Development Dept.)

### **Parent Representatives**

Laura Ramirez Heather White Rene Hillix Frances Esparza

### **School/District Representatives**

Jeff Magin - CUHS Principal
Danette Morrell - SHS Principal
Appa Vizzaina - CUHS Tech Ex

Anna Vizcaino - CUHS Tech Exploration Teacher

Emilio Davila - CUHS Business Teacher Samuel Urie - SHS Agriculture Teacher Jackie Valadez - SHS Dental Asst Teacher Tricia Petter - CUHS Resource Teacher Shirley LaBrucherie - SHS Resource Teacher Chip Raczka - Director of Special Education

### **Student Representatives**

Jessica Zepeda, CUHS
Karely Medina, CUHS
Samantha Reyes, CUHS
Jose A. Lopez, CUHS
Sonia Perez, CUHS
Victor Mendez, Southwest
Celeste Estrada, Southwest
Miguel Flores, Southwest
Alejandro Hernandez, Southwest

### FINANCIAL IMPLICATIONS:

None

### **ACTION:**

The Board is requested to approve the membership of the CUHSD Career Technical Education Advisory Committee.

<b>ACTION:</b>	MOTION:	SECOND:
	AYES:	NOES:
	ABSTENTIONS:	

DATE:	October 11, 2011
TO:	Board of Trustees
FROM:	C. Thomas Budde, Superintendent
SUBJECT	: ACCEPTANCE OF DONATIONS TO THE DISTRICT
	<u>ACTION</u>
or property	OUND:  Board Policy 3290, the Board of Trustees must accept any bequest or gift of money on behalf of the district. Administration is recommending the approval of the ems as suitable donations.
DISCUSS None	ION/ALTERNATIVE/CONCERNS:
FINANCI None	AL IMPLICATIONS:
The Superi	REQUESTED: ntendent requests the Board approve the donation of used training DVD's from Direct a to the CUHS Automotive Program.
ACTION:	MOTION: SECOND: AYES: NOES:

### **Central Union High School District**

### Request for Board Acceptance Gift or Donation

		Date:	
Donated to:	entral	Hibh School	Automotive
Donor's Name:	irect	Auto Ho	on Pa
Donor's Address:	351 5,	479 5+	
El Centro, CA 92293			
Description of Donation			
Section A (Equipment, Material or Supplies)  Item Description New/Used Model #/ Serial # ** Est. Value			
200			
000		Honpa tr PVD'S	4500
	Section B (Mon	etary Donation)	
Purpose for Whi	ch Given	Budget Code	Amount
		:- 4h ih ili4	
** The estimated ya		is the responsibility Date:	- /
Received by:	on Sha	<u>1</u> τ Date:	9/1/2011
Title:			
Safety Check:(Name of pe	Roh rson/company who	Shanc o completed safety che	$\frac{9/9/201}{(\text{Date})}$

DATE:	October 11, 2011
TO:	Board of Trustees
FROM:	C. Thomas Budde
SUBJECT:	APPROVAL TO DECLARE PERSONAL PROPERTY SURPLUS AND AUTHORIZATION TO HAVE ADMINISTRATION DISPOSE OF AS APPROPRIATE
	<u>ACTION</u>
BACKGRO Attached.	DUND:
DISCUSSI	ON/ALTERNATIVE/CONCERNS:
<u>FINANCIA</u>	AL IMPLICATIONS:
The Superir Central Unio	AEQUESTED: Intendent recommends the Board approve to declare as surplus property the 136 on High School band uniforms from 1985, 1991 and 1994 and the 100 helmets from thorize administration to dispose of as appropriate.
ACTION:	MOTION: SECOND: AYES: NOES: ABSTENTIONS:



# Central Union High School

# Spartan Bands

1001 Brighton Ave., El Centro, CA 92243 • (760) 336-4300 • (760) 336-4436 Email---rbaker@cuhsd.net Web Site --spartanband.spartansnet.net

To: Dr. Budde and the C.U.H.S.D. Board of Trustees

From: Renee Baker – C.U.H.S. Band Director

Re: Surplus Band Uniforms

Dr. Budde and Board Members,

Reuse Baker

The C.U.H.S. Band would like to surplus the uniform inventories from 1985, 1991, 1994 and the helmets from 1985. These items are not usable or sellable and we would like to part them out for repairs on the current uniforms and helmets. (buttons, snaps, patches, zippers, helmet straps, etc.) There are 136 uniforms and 100 helmets to discard.

Thank you for your time and consideration of this request. Sincerely,

Renee Baker

Spartan Band Director

DATE:	October 11, 2011
то:	Board of Trustees

**FROM:** C. Thomas Budde, Superintendent

SUBJECT: REQUEST TO DECLARE PERSONAL PROPERTY SURPLUS

AND AUTHORIZATION TO SELL

### ACTION

### **BACKGROUND:**

Pursuant to Education Code EC 17545, Article 14 Sale of Personal Property, The governing board of any school district may sell for cash any personal property belonging to the district if the property is not required for school purposes, or if it should be disposed of for the purpose of replacement, or if it is unsatisfactory or not suitable for school use. Public notice shall be posted in at least three public places in the district for not less than two weeks, or by publication for at least once a week for two weeks in a newspaper in the district and having general circulation.

### **DISCUSSION/ALTERNATIVE/CONCERNS:**

If the board, by a unanimous vote to those members present, finds that the property is of insufficient value to defray the costs of arranging a sale, the property may be donated to a charitable organization deemed appropriate by the board, or it may be disposed of on order of any employee of the district empowered for that purpose by the board. (Ed Code 17546)

### **FINANCIAL IMPLICATIONS:**

After sale of the personal property as surplus the funds will be placed back into the general fund as revenue.

### **ACTION REQUESTED:**

The Superintendent recommends the Board to declare the personal property a Cisco Router Serial Number FOC1201FOOE as Surplus and authorize administration to sell on EBay.

ACTION:	MOTION:	SECOND:	
	AYES:	NOES:	
	ABSTENTIONS:		

DATE:	October 11, 2011
TO:	Board of Trustees
FROM:	C. Thomas Budde
SUBJECT	: APPROVAL OF THE 2011-2012 MEMORANDUM OF UNDERSTANDING BETWEEN THE DISTRICT AND IMPERIAL COUNTY OFFICE OF EDUCATION RELATING TO TEAM GEAR UP ACTIVITIES
	<u>ACTION</u>
BACKGRO Attached.	OUND:
DISCUSSI	ON/ALTERNATIVE/CONCERNS:
<u>FINANCIA</u>	AL IMPLICATIONS:
The Super	REQUESTED: intendent recommends the Board approve the 2011-2012 Memorandum of ing between the District and Imperial County Office of Education relating to TEAM activities.
ACTION:	MOTION: SECOND: AYES: NOES: ABSTENTIONS:

# Imperial County Office of Education

# Memo

To: Dr. Budde, Superintendent

From: Denise Cabanilla, Student Support Specialist

Date: 9/21/2011

Re: Memorandum of Understanding

Enclosed is a Memorandum of Understanding for the support of TEAM GEAR UP Activities during the 2011-2012 academic year. Also enclosed are the GEAR UP Deliverables, District In-Kind Match Form, and Resource Statement.

Please sign and return for Mrs. Castro's signature.

If you have any questions, please contact either me at (760) 312-6618 or Stacey (760) 312-6177



### MEMORANDUM OF UNDERSTANDING 2011-2012

This Memorandum of Understanding (MOU) establishes an agreement between Imperial County Office of Education (ICOE) and Central Union High School District (CUHSD) which includes Central Union High School and Southwest High School. This agreement is effective when signed by the authorized representatives of ICOE and the Superintendent of CUHSD or District Designee.

This is an agreement to work together to provide accountability for TEAM GEAR UP activities. The goal of TEAM GEAR UP activities is to provide the highest quality outreach to students within Imperial County in order to increase the number of students prepared for higher education.

### Commitments by ICOE for meeting TEAM GEAR UP objectives:

- Provide Student Support Coaches who complete College Action Plans with 1<sup>th</sup> & 12<sup>th</sup> grade students, and follow up with students and parents.
- Provide tutor training and resources for hiring tutors where appropriate, as well as on-line tutoring options.
- Provide resources to expand MESA programs.
- Provide professional development resources and opportunities.
- Provide resources for expansion of AVID services and/or professional development.
- Provide staff and resources for the Link Crew program.
- Provide a Parent Involvement Program for GEAR UP students' families (PULSE).
- Provide staff to conduct thematic quarterly student presentations and parent events.
- Provide resources and staff to deliver the ACCUPLACER diagnostic test to all 11<sup>th</sup> grade students.
- Provide staff and resources to conduct Early College, and A-G Recovery Academies for 11<sup>th</sup> & 12<sup>th</sup> grade students.
- Provide coordinator staff and materials for SAT preparatory workshops for 11<sup>th</sup> grade students.
- SAT/ACT Academic Prep Courses for 12<sup>th</sup> grade students.

### Commitments by CUHSD for meeting TEAM GEAR UP objectives:

- Provide workspace, phone, internet, printer and lead person for Student Support Coach.
- Send tutors to tutor training, and hire tutors where appropriate.
- Work with MESA to increase students' access to hands-on math and science activities.
- Send teachers to professional development opportunities, or broad systems change work in the areas of mathematics, ELA, ELD.

- Participate in Early College, A-G Recovery Academies, facilities and student participation levels.
- Support visits to college campuses by allowing students and certificated staff to participate.
- Host PULSE parent meetings.
- Host quarterly thematic parent meetings.
- Expand AVID services.
- Provide access to school staff for recruitment of facilitators for parent program, and all academies.
- Give TEAM GEAR UP staff appropriate access to students for the completion of the ACCUPLACER and ACT PLAN.
- Permit surveys of parents and students.

For more detail on responsibilities please see Attachment A.

### **EVALUATION**

ICOE is committed to providing TEAM GEAR UP schools with effective programs that meet or exceed stated educational objectives. Conducting on-going program evaluation is essential for fulfilling ICOE's commitment to the U.S. Department of Education. Evaluation will help assess program effectiveness as well as serve as a guide for improving program models. Successfully conducting program evaluation requires that student level data be collected for both student participation tracking and evaluative purposes.

The University of California's Irvine Center for Educational Partnerships (CFEP) is a major participant in this effort to ensure that TEAM GEAR UP activities are positively impacting program participants.

### **DATA SHARING:**

The Imperial County Office of Education (ICOE) will make every reasonable effort to maintain physical and electronic safeguard of student information. The ICOE uses technological means (such as backup files, virus detection, firewalls and other hardware and software) to protect against unauthorized access or alterations to student data. Access to this information will be limited to employees that have reason to know this information and will be password protected.

In order to accomplish TEAM GEAR UP objectives:

### ICOE agrees to:

- Work with District office staff to obtain bi-annual student reports.
- Share with CUHSD statistical and/or research findings generated by CFEP from the shared student data.

### CUHSD agrees to:

 Provide the ICOE with access to student-level data elements for all TEAM GEAR UP students.

### CONFIDENTIALITY:

Student records contain sensitive information, the disclosure of which is governed by California Education Code 49060 et seq. And implementing regulations contained in title 5 of the California code of Regulations, "directory information", as defined in Education code section 49061; subdivision (c) may be released pursuant to Governing Board policy. However, directory information may note be released by the District or used by ICOE or CFEP if a parent has notified the district that the information is not to be released. District shall be responsible for monitoring the provision of directory information to ensure that it does not release directory information to ICOE or CFEP for those students whose parents have provided a notice of non-disclosure.

Pupil record information, as defined in Education code 49061, subdivision (b), may be released by the District on a limited basis. The parties agree and acknowledge that ICOE and CFEP are "organization(s) conducting studies for, or on behalf of, educational agencies or institutions for the purpose of...improving instruction," and on that basis the District shall provide the pupil record information to ICOE/CFEP. The sole use of the student data will be for research and educational program evaluation for programs directly related to the improvement of instruction in the District.

In accordance with Education Code section 49076, subdivision (b) (5), ICOE and/or CFEP shall not use pupil record information in any manner that will permit the personal identification of students or their parents by persons other than representatives or ICOE of CFEP. The data collected by ICOE will be shared with CFEP for program evaluation purposes only. All data collected will remain confidential, and any reports made from the data will be made in aggregate form to ensure that student or parent identifiers are not disclosed to others besides representatives of ICOE/CFEP. Student or parent identifiers will be used purely for longitudinal data tracking only.

ICOE/CFEP shall not release or disclose any student information to any outside research department, institution, school or individual under any circumstances, without express written approval from the District. ICOE/CFEP shall destroy all student data when no longer needed for program evaluation purposes.

### **FINANCIAL RESOURCES**

### **COST SHARE:**

Cost share (or matching funds) demonstrates the commitment of each school and partner to the goals of Imperial County's TEAM GEAR UP plan, as well as the potential for sustainability in the future. One-to-one (dollar for dollar) sharing of costs is required by the federal government as a condition of funding and will be audited annually.

### **ICOE Commitments:**

- Evaluate and analyze all matching fund documentation.
- Prepare annual report for federal government concerning cost-share obligations.

### **CUHSD Commitments:**

- Document all cost share contributions, e.g. non- federal funds used for related professional development, travel, staff time (teacher, counselor, principal, and coordinator) for any GEAR UP activity that is not reimbursed by the grant.
- Maintain and submit records quarterly to document this dollar-for- dollar commitment (See Attachment A for district cost-share commitments for year 6).
- Each partner/contributor who donates goods (cash, tangible property) and/or services must sign a declaration of the donation, along with a reasonable estimate of the value. The school maintains the original and forwards a copy to the GEAR UP office. Contributors receive a receipt for their contributions. (Matching funds can only be counted towards ONE federal project.)
- For cost share collected in:

June, July, August, and September 2011: *Due 10/14/11* October, November, December 2011: *Due 1/13/12* 

January, February 2012: *Due 3/23/12* March, April May 2011: *Due 6/15/12* 

Please note: GEAR UP is a federally funded grant the fiscal year for which is September 1-August 31. All activities in the resource statement are guaranteed to be funded through August 31, 2012. Activities beyond September 1, 2012 are pending funding. For information regarding the districts in-kind match, please see Attachment B

### REIMBURSEMENT OF FUNDS:

All federal GEAR UP funds must be used for <u>supplemental</u> activities. For example:

- Tutoring funds must be used to hire additional tutors.
- AVID professional development funds must be used to send additional teachers to AVID Summer Institute

No food expenditures can be paid with GEAR UP funds without prior authorization. The movement of funds for Resource Statements from one category to another must be preapproved by the GEAR UP director.

### ICOE Commitments:

 Reimburse districts in a timely manner for all allowable expenditures in an amount not to exceed that which is outlined in the 2011-12 Resource Statement (Attachment B)

### **CUHSD Commitments:**

- Prepare reimbursement invoices and submit them for consideration on or before the following dates:
- For expenditures in:

June, July, August, and September 2011: *Due 10/14/11* October, November, December 2011: *Due 1/13/12* January, February, March 2012: *Due 3/23/12* 

April May 2012: Due 6/15/12

For specific information please see 2011-12 Resource Statement Attachment C.

### MEMORANDUM OF UNDERSTANDING

This agreement may be terminated by either party upon breach of any provisions of this Memorandum of Understanding (MOU) upon giving the other party a thirty (30) day notice.

Imperial County Office of Education Authorized Signature:	Central Union High School District Authorized Signature:
	0-110)
Elena R. Castro, Assistant Superintendent	Dr. Thomas C. Budde, Superintendent
Date	Date

Attachments: A = GEAR UP Deliverables

B = District In-Kind Match and In-Kind Match Form

C = Resource Statement

**ACTION** 

APPROVAL OF THE OUT OF STATE TRAVEL FOR THE SHS CHAMBER ORCHESTRA TO ATTEND THE ASTA NATIONAL ORCHESTRA FESTIVAL ON MARCH 21-24, 2012 IN ATLANTA,

October 11, 2011

Board of Trustees

C. Thomas Budde

 $\mathbf{G}\mathbf{A}$ 

**DISCUSSION/ALTERNATIVE/CONCERNS:** 

DATE:

FROM:

SUBJECT:

**BACKGROUND:** 

Attached.

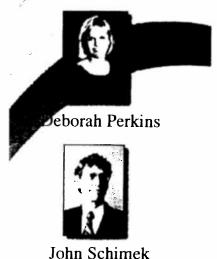
TO:

FINANCIA Students wil	L IMPLICATIONS: I fundraise for all costs relat	ted to this trip.
ACTION REQUESTED: The Superintendent recommends the Board approve the out of state travel for the Southwest High School Chamber Orchestra to attend the ASTA National Orchestra Festival on March 21-24, 2012 in Atlanta, GA.		
ACTION:	MOTION:AYES: ABSTENTIONS:	SECOND: NOES:

### FIELD TRIP REQUEST

KIND OF FIELD TRIP Party CLASS Chamber Co.  KIND OF FIELD TRIP Party Market & NOF	Ichesica 2 C
KIND OF FIELD TRIP Parturance @ NOF	DATE Moul 215 Mail 24
DESTINATION: ATTONIC GA	2102 Pt 10150 24 5015
CHAPERONES IF ANY MB JOH & VELLEY	Perry 15 TBD
SUBSTITUTE TEACHER ARRANGED?	
PERIODS NEEDED: 0 1 2 3 4 5 6 7 OTHER	All Day
TYPE OF TRANSPORTATION NEEDED: BUS(s) VAN(s)	CAR(s)
THE FOLLOWING MUST BE COMPLETED:	70/n
TRANSPORTATION REQUEST COMPLETED	(DATE)
PARENT PERMISSION SLIPS FOR ALL STUDENTS COMPLET  IF STUDENTS ARE TO MISS OTHER CLASSES, COM	ED
l. Intended Absence form completed by each student.  List of students to be excused turned into Attendance Office	
SCHOOL: SHSCUHS	This is out of State travel
APPROVED: <u>Lan Divince</u> (PRINCIPAL)	Meding Board Approval - See
	Drane or Craig for next Steps. D. M. 110
	1~x1 J/x1 1) ///

# Adjudicators Bob Gillespie



### Clinicians



Mark Laycock



Laurie Scott

# 2012

### ASTA National Orchestra Festival® March 21-24, 2012 Atlanta, Georgia

Plan now to attend the **National Orchestra Festival** (NOF), the only orchestra festival held in conjunction with the national conference of a leading national professional association in the string industry. NOF packages are a tremendous value as each package includes:

- The choice to participate in either a competitive or noncompetitive track evaluated by leading adjudicators and clinicians from across the nation (groups receive written and taped comments)
- A private, hands-on clinic with a leading orchestra clinician
- · Breakfast and lunch
- The choice of single, double, triple, or quad accommodations at a top-rated hotel
- Awards dinner banquet ticket
- Participant trophy for each orchestra
- T-shirt and CD recording of performance for each student
- Entrance to one NOF elective master class of student's choice
- Entrance to the ASTA exhibit hall, featuring the latest string and orchestra products and services (Thursday evening—Saturday afternoon)
- National recognition for your group in ASTA eNEWS and the American String Teacher journal, as well as on the ASTA website
- A complimentary director's package (single)
- · A commemorative banner for each orchestra
- Free entrance to all NOF orchestra performances
- Admission to the NOF Grand Champions winners' concert on Saturday
- A group photograph for each orchestra
- An abundance of educational opportunities

The NOF is an annual festival held in conjunction with the ASTA National Conference. The NOF brings together orchestras from around the country to a single location in order to provide an unparalleled opportunity to receive placement, ratings, comments, and valuable lessons from leading clinicians and adjudicators in the industry. Orchestras are selected to participate in the national festival based on their application and supporting materials. The festival encompasses Youth Orchestras, Middle School Orchestras, and High School Orchestras in their choice of Competition, Rating, or Comments categories. All festival groups receive feedback from adjudicators Bob Gillespie, Deborah Perkins, and John Schimek. Each group also participates in an educational clinic directly after its performance from one of our two clinicians, Mark Laycock and Laurie Scott. Students will also take part in an elective master class of his/her choice. Past elective classes have included violin, viola, cello, bass, jazz, fiddle, and orchestral wind.

Competitive groups perform for placement within their own category: Youth Orchestra, Middle School, or High School. One orchestra will be selected from each division: Public School or Private School/Youth Orchestra, and named Grand Champion of their division in the 2012 National Orchestra Festival\*. The Grand Champion orchestras perform a winners' concert on Saturday, March 24, 2012. All NOF performances are open to other festival groups and conference attendees.

### Application Guidelines and Requirements

Application Deadline: April 15, 2011

### Application materials must be postmarked by April 15, 2011

Application packet must include:

- Completed application form.
- CD of group recorded after September 1, 2010, with two contrasting selections (no solo repertoire):
  - o Full orchestras should submit CD with one selection full orchestra and one selection strings only.
  - o CD must be unedited and labeled with the name of the organization; conductor's name; title, movement, composer, and arranger of each selection; timing for each selection; and a separate track for each movement.
- Two exemplars of printed programs from the past two years.
- Two prominent music educators listed as references who have worked with or heard the ensemble during the past two years to be contacted as references, if needed. These names should be included on the application form.
- A non-refundable \$75 application fee per ensemble.

### Application Review/Notification

Applications will be reviewed by a national committee, which will choose orchestras to participate in the festival. The committee will make its decision by May 15, 2011, and directors will be notified shortly thereafter. Directors will then need to submit a signed contract and \$1,000 non-refundable deposit by August 15, 2011 These materials will confirm participation in the festival. The deposit will be applied directly to the group's package fees. Directors who miss the contract deadline may forfeit their position in the festival to a waiting-list group.

### General Guidelines

- 1. Complete the application form, including the signatures of both the ensemble director and a school administrator or youth orchestra board member.
- 2. Submission of your application serves as a commitment of your planned attendance, upon acceptance of your ensemble to the Festival.
- 3. Application materials will not be returned regardless of acceptance status.
- 4. Invited high school and primarily high school age youth orchestras will perform on a one-hour schedule that includes a minimum of 30 to a maximum of 40 minutes of music, reading of introductory notes and set changes between pieces. Invited middle school orchestras and primarily middle school age youth orchestras will perform on a one-hour schedule that includes a minimum of 20 to a maximum of 40 minutes of music, reading of introductory notes, and set changes between pieces. Time limits will be strictly enforced. [Groups in "Comments Only" category will perform on March 24; "Ratings & Comments" category will perform on March 21 and continue on March 22; "Competition" category will perform on March 22 and continue on March 23.]
- 5. Groups must have a minimum of 30 participants (inclusive of chaperones, director, and students). Schools/organizations bringing two groups can only enter both groups into competition if the two groups are completely autonomous. Therefore, individual students can only be part of one competitive group. If duplicating members, the second group must be entered for Rating or Comments.
- 6. Students must be of middle school or high school age and enrolled in your school or organization to perform with your group. Students participating in the NOF Festival may not also participate in the Eclectic Strings Festival and/or the National High School Honors Orchestra for 2012.
- 7. The fee payment schedule for festival participation is:
  - a. Signed contract with a \$1,000 non-refundable deposit due August 15, 2011. Groups that do not submit the contract with payment postmarked by this date risk forfeiting their position in the festival.
  - b. Twenty-five percent of total amount due by October 15, 2011.
  - c. Fifty percent of total amount due by December 15, 2011. No changes that reduce an ensemble's commitment can be made after December 15, 2011.
  - d. Final balance of total amount due by January 15, 2012. This fee payment schedule and other planning deadlines are available online at www.astaweb.com.
- Application and supporting material guidelines can be found on the ASTA website at www.astaweb.com or for more information call 703-279-2113, ext. 20. Mail application, supporting materials, payment, and CD recording, POSTMARKED BY APRIL 15, 2011, to: ASTA • National Orchestra Festival • 4155 Chain Bridge Road • Fairfax, VA 22030

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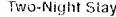
### Festival Packages

The package rates listed below are per person and inclusive of hotel accommodations, meals, and festival fees.

(includes one breakfast,	one lunch)
Single Room	\$448
Double Room	\$360
Triple Room	\$330
Quad Room	\$315

Three-Nig	ht S	Stay
(includes three	break	fasts.

includes three breakfas	ts, three lunches)
Single Room	\$930
Double Room	\$675
Triple Room	\$580
Quad Room	\$535



(includes two breakfasts,	two lunches
Single Room	\$690
Double Room	\$515
Triple Room	\$455
Quad Room	\$425

### Four-Night Stay

(includes four breakfasts	, four lunches
Single Room	\$1170
Double Room	\$830
Triple Room	\$705
Quad Room	\$640

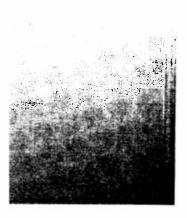
Transportation (including ground transportation at conference site) is the responsibility of each participating ensemble. Additional enhancements, such as additional educational sessions and concert tickets, can be added to packages. Each group purchasing packages receives a complimentary single package for its director.

703-279-2113, ext. 20

libby@astaweb.com



American String Teachers Association 4155 Chain Bridge Road Fairfax, Virginia 22030 703-279-2113 www.astaweb.com



# Applications Due: April 15, 2011 Don't miss your opportunity to visit Atlanta.

Be sure and visit http://www.atlanta.net/ to see all there is to do in Atlanta!

### **Matthew Busse**

From: Sent:

UALGroups [UALGroups@united.com] Tuesday, September 13, 2011 6:53 PM

To:

Matthew Busse

Subject:

RE: GroupsPlus United.com Application Request

Good Evening Matthew,

Below is the itinerary for your group, the guaranteed base fare is \$504.21 and with taxes as of today only is \$584.83. Your deposit is due in 14 days from today. Please read your contract for the important dates coming up for the group.

Since your group had 35 in the group, you are allowed 1 free ticket, so the free ticket ( only paying taxes) record locator is QVR46A.

QS8XRK/FQ DTWRR U148455 GB 13SEP

PRICING RECORDS EXISTS - UNITED - \$NME

- 1.C/34SHS/CHAMBER/ORCHESTRA
- ARNK

2 ZZ 630Y 09AUG GRPCTL GK35

TH

WE

ARNK

4 UA 476T 21MAR SANORD HK35 630A 1225P

5 UA 305T 21MAR ORDATL HK35 130P 424P

6 UA 741W 25MAR ATLORD HK35 500P 614P

7 UA 651W 25MAR ORDSAN HK35 800P 1012P

WE SU SU

Thank you,

Sue C

Group Desk

United 1 17501 Michigan Ave. 1 Dearborn, MI. 48126 Tel 1 800 426 1122 l united.com <a href="http://www.continental.com/web/en-">http://www.continental.com/web/en-</a> US/apps/vendors/out.aspx?i=unitedcombrandheader>

For information regarding United Airlines checked bag policy, please see: http://www.united.com/page/article/0,6722,52481,00.html <http://www.united.com/page/article/0,6722,52481,00.html>

From: mbusse@cuhsd.net [mailto:mbusse@cuhsd.net]

Sent: Tue 9/13/2011 4:53 PM

To: UALGroups

Subject: GroupsPlus United.com Application Request

Contact Information:

Contact Name: \* {Matthew Busse}

Title: Orchestra Director

Organization/CompanyName: {SHS Chamber Orchestra}

Phone Number: \* 760 336-4273

Fax Number:

FN 4 (F) F3	
DATE:	October 11, 2011
TO:	Board of Trustees
FROM:	C. Thomas Budde
SUBJECT	APPROVAL OF THE 2012 JOSTENS RENEWAL PUBLICATION AGREEMENT FOR THE SOUTHWEST HIGH SCHOOL YEARBOOK
	<u>ACTION</u>
BACKGRO Attached.	OUND:
<u>DISCUSSI</u>	ON/ALTERNATIVE/CONCERNS:
FINANCIA	AL IMPLICATIONS:
The Superi	REQUESTED: ntendent recommends the Board approve the 2012 Jostens Renewal Publication for Southwest High School Yearbook.
ACTION:	MOTION: SECOND: AYES: NOES: NOES:

# 2012 • JOSTENS Renewal Publication Agreement • 2012

	2012
JOB NUMBER 500 4	vioetone
CUSTOMER	<i>Jostens</i>
SUTHWEST HIGH SCHOOL	
STREET ADDRESS (Physical 911 Address and No P.O. Boxes)	By signing below, Customer authorizes Jostens to begin organization and planning of the
2001 CCCTILLO DR	publication described below and for the effective Term of the Agreement. Jostens will provide the necessary tools and materials to plan and produce the yearbook.
CITY EL CENTRO	In the event that the customer changes the number of pages, number of copies or the cover
	changes, the price per copy, additional charges, and total purchase price are subject to change according to the published price list. You will receive an invoice when the published price list.
STATE/PROVINCE SC ZIP/POSTAL 92243	completed. Payment should be made within ten days after the invoice is received. Please allow five to eight days for shipping of the books.
PHONE 760-336-4175	$\bigcirc$
	$(\chi \chi - \gamma - \gamma) = 9/15/11$
CONTACT PERSON	DATE DATE
KAREN SAIKHUN YR BK ADV EMAIL ADDRESS OF CONTACT PERSON - PRINT LEGIBLY	1 / Jan ph 9/16/11
CSAIKHON & CUHSD • N ET	CUSTOMER'S MUTIORIZED SIGNATURE (print)  DATE
	OSTENS AUTHORIZED INDEPENDENT REPRESENTATIVE'S SIGNATURE DATE
TERMAGREEMENT YEARS (Circle)	1/200 62
2012 2013 2014 2015 2016	JOSTENS SENIOR REP NAME (print)  SR REP SALES #
THE CONTROL OF THE PROPERTY OF	
PROGRAM	
PRISH FLUS	COMPUTER MAC WINDOWS N/A
PROGRAM TIER Gold Silver Basic	QUARKINDESIGN;
CREATION METHOD YTYTOConv	SOFTWARE VERSION N/A
COPY SCHEDULE MULTIPLES	
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PAGES 272 264	NETLINE PAGES SUBMISSION YES NO
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IAY or JUNE or AUGUST or SEPTEMBER	a de la companya de La companya de la companya de
DDITIONAL SPECIFICATIONS	
1) UV coat 32 pages = \$ 3,900.	
	Total Contract Price \$ 58, 700.

### 2012 TERMS OF PUBLICATION

Once this order has been entered into by Jeptens (hereinafter the "Company"), this Agreement becomes a binding contract between the Company and the Customer named on the frent of this Agreement, Any changes to this Agreement must be approved in writing by both parties, provided that the Customer may change the publication specifications, which may result in changes to the pure base pure and order delivery.

The Company will provide the Customer with materials and instructions for committing publication specifications and other related information to the Company. The Customer agrees to submit such information, including all materials, in a timely manner and in accordance with the Company's instructions and specifications.

MATERIALS; INDEMNIFICATION: LICENSE: The Customer is responsible for all materials furnished to Company for incorporation in the publication or other product provided hereunder. "Materials" as used herein shall include, without limitation, content, titles, photographs, videos, designs, drawings, images, artwork, songs, lyrics, recordings, page layouts or other such materials. Publication includes the imaterials in whatever form or medium. The Company reserves the right to refuse to print, reproduce or duplicate material submitted for incorporation in the publication of product provided bereinder for any reason including material which may reasonably the believed to violate potent. It infomores copyright, license or other proprietary rights or bid podrophornia or nitensive, press but the Company assumes no duty to make such determination. The Customer agrees to indomnify and hold Company and its affiliates harmless to the follest extent permitted by low from any and all damages of every kind and character (including reasonable attorneys fees) arising out of claims, defenses, demands, actions or proceedings that may be asserted or brought against the Company by parents, students or any third party on the grounds that the publication or other product provided hereunder causes injury to persons or property. violates a trademark, copyright, license or other proprietary right or interest or that it contains material giving rise to an action for defamation, negligence, intentional infliction of emotional distress, or invades a person's right to privacy. The Customer represents and warrants to the Company that the Customer has the unconditional and unfettored right to print, reproduce and/or duplicate all of the materials and the Company is hereby authorized to reproduce for and on behalf of the undersigned all of the materials provided hereunder. and that all appropriate licenses have been obtained where applicable. The Customer further warrants that the materials comply with all applicable state, local and federal laws do not infringe on any trademark, servicemark, copyright or any other propnetary right, or any license relating thereto, do not contain any libelous or otherwise actionable statement, and do not otherwise violate the rights of or cause damage or injury to any person.

The Company is hereby granted the perpetual right and license to use, regrint, reproduce or duplicate the Customer's cover design and materials in any manner or form (in whole or in part) including but not limited to any commercial activity for business purposes including Company sales, marketing (including Web Sites), promotional literature, digitizing, samples and for use in other products without additional consideration to, or chitaining additional consent from, parents, students, Customer or any third parties. Further, the Company is hereby granted, the right and license to reproduce or digitize all or part of the Customer's yearbook (in whole or in part, as is or in a different form or medium) at any time in the future and offer it for sale, all without further compensation to, or obtaining additional consent from parents, students, Customer or third parties. Customer shall take such steps to assure such rights to the Company, including any necessary licenses.

The Customer understands and agrees that all dies, including those for which a charge has been made, remain the property of the Company. This provision shall survive the termination or expiration of this Agreement.

ADDITIONAL SERVICES CHARGES: Company will charge for Company artwork, corrective work or customer copy, customer alterations and non-standard composition, which may result in changes to the purchase price.

LICENSE OF COMPUTER SOFTWARE: In the event the Customer desires to use the Company's Computer Software (as defined herein), the following additional terms and conditions shall apply:

Grant of License - In connection with yearbook publication and in consideration of payment of the required license fee, the Company licenses the Customer to use YearTech⊕ and/or YearTech Online⊕ software and related materials and updates (collectively, the "Computer Software") whether through a desktop program or the Internet, solely for the limited purpose of producing its yearbook with the Company and for no other purpose. The Customer acknowledges and agrees that the Computer Software and all other materials supplied by the Company are proprietary in nature and owned by the Company, and the Customer agrees not to duplicate, reverse engineer, distribute or provide the Computer Software to any competitor of the Company or to any other third party. Customer is strictly prohibited from providing production materials created with the Computer Software to a third party for printing, digitizing, reproduction or any other purpose. Upon termination or expiration of the relationship between the Customer and the Company, the Customer will promptly return all Computer Software to the Company. Certain products of Adobe Corporation may be required for use of the Computer Software, and the Customer acknowledges that the Company has no responsibility for training or other support for these products.

Computer Software Guidelines - The Customer agrees to follow all guidelines as documented in user's guides or on the internet and specific stipulations as outlined in this Publication Agreement. Pages that do not conform to the current guidelines for the Computer Software do not qualify for inclusion in the Company's YearTech® and/ or YearTech Online® programs. In addition, if the Customer deviates from the current guidelines for the Computer Software, it may result in one or more of the following: extra charges, imissed or delayed deadlines, delayed shipment of the yearbook, and/or rejection of the page. Whenever possible, additional costs will be communicated to the Customer before they are incurred and the Customer will have the option to recall the page, which may affect normal deadline and/or book shipment costs.

JOSTENS DIRECT SOLUTIONS: If the Customer elects to participate in the Jostens Direct Solutions c. (DS.) For a another Customer acknowledges and agrees that the Company or other start carbon will act on behalf of the Customer to bill students for coachooks and collect payment from them. Where appropriate, the Company will charge or arbonic machiners applicable sales taxes and transfer collected taxes to the taxing anthonic or behalf of the Customer. The Costomer acknowledges it has been given realizingly explaining the IDS Program and understands the IDS Program, and the billing process under that program.

SHIPMENT will be made according to terms of the Deadline Schedule established between the parties, provided that the Customer sends all materials conforming to specifications and on time according to the Schedule. The Customer acknowledges if or additional charges may apply for late or non-conforming submissions. Title to and role of their ferral independences in FOR 10 production plant. Due to the printing process involved, there may be a limited number of copies of the yearbook produced in excess of the fustomer's order. The Company may ship the excess yearbooks to Customer. The Customer forces copies need eventages in return them to the Company for credit. Customer will be responsible for the cost of the excess copies retained by it at the rates set forth in the pricing.

DVD SUPPLEMENT: If the Contemer electrifo configure and construct a DVD vearbank supplement the DVD Supplement') to merchancise and sell to students, the Contemer agrees to fairely submit all necessary materials, including video and images, to the Company (or the Company's designated third party vendor(s)) for compilation, replication and labeling. The finished product(s) will be delivered by the Company (or its designated vendor) directly to the Customer after Company's receipt of Customer's final and complete summission of materials and within the time frame agreed upon by the parties. The minimum order from the Customer shall be not less than 100 copies of the DVD Supplement. All terms and conditions of this Agreement apply to the DVD Supplement and materials submitted for the DVD Supplement.

THE COMPANY shall not be liable for delays or losses caused by strikes, accidents, government restrictions, acts of Gori or other causes beyond its reasonable control, and such delays shall not constitute a breach of contract.

The Company will perform the work in a good and workmanlike manner. EXCEPT AS EXPRESSLY PROVIDED HEREIN. THE COMPANY MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES AND DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, BECAUSE SOFTWARE IS INHERENTLY COMPLEX AND MAY NOT BE COMPLETELY FREE OF ERRORS, YOU ARE ADVISED TO VERIFY YOUR WORK, IN NO EVENT WILL THE COMPANY BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING. WITHOUT LIMITATION, LOST PROFITS OR BUSINESS INTERRUPTION, HOWEVER FORESEEABLE, ARISING OUT OF THIS AGREEMENT, THE WORK PERFORMED HEREUNDER, THE SERVICES PROVIDED OR THE PRODUCTS PRODUCED HEREUNDER. THE LIABILITY OF THE COMPANY, IF ANY, FOR CLAIMS RELATING TO ANY DEFICIENT OR DEFECTIVE SERVICE OR PRODUCT PRODUCED HEREUNDER SHALL BE LIMITED TO THE ACTUAL FEE PAYABLE TO THE COMPANY FOR THE DEFICIENT OR DEFECTIVE SERVICE OR PRODUCT HEREUNDER. THE COMPANY SHALL NOT BE LIABLE FOR TYPOGRAPHICAL ERRORS, MISSPELLINGS OR OTHER DEVIATIONS OR ERRORS.

This Agreement, including the pricing and schedule set forth herein, represents the entire agreement between the parties. In the event that after the date hereof Customer submits purchase orders or other written instructions that contain any terms or conditions, such terms and conditions shall be of no force and effect. The parties are independent contractors; nothing herein contained shall in any way constitute a partnership between, or joint venture by, any of the parties hereto.

THE PERSON signing this Agreement represents that he/she has the authority to execute this Agreement on behalf of the Oustomer. The Customer understands that this is a binding Agreement between the parties hereto and represents that it has all necessary power and authority to execute this Agreement.

PAYMENT TERMS: The Customer agrees to pay a 40% deposit November 1st (Docember 1st for CY Customers) and an additional 40% deposit March 1st (April 1st for CY Customers) that will bring the total deposit up to 80% of the base price. The Company may waive these deposit requirements for Customers participating in Jostens Meinory Express and the JDS Program.

The Customer will receive a final invoice when the publication is completed. Final payment is due within (10) days after the final invoice is received. A service charge of 1.5% a month on the unpaid balance (18% annual percentage rate) or the maximum allowed by local law, will be assessed for late payment.

Should it be necessary for the Company to institute collection procedures against the Customer, the Company shall be entitled to recover its reasonable attorneys' fees and costs from the Customer.

Applicable sales taxes will be charged unless evidence of tax exemption is furnished prior to invoicing. A number of states do not exempt schools from the requirement to collect sales tax on sales. It is the Customer's responsibility to collect and remit sales tax on its distribution or resale of yearbooks based on sales tax regulations in its state, including the tax on any yearbook sales the Customer directs Jostens to collect on-line (other than through the JDS Program as described above or direct sales between the Company and any third party in which the Customer is not otherwise a party thereto).

All <u>payments and checks</u> are to be made directly to Jostens, 21336 Networks Place, Chicago, IL 60673-1213

Contracts are mailed to Jostens Marketing Services, 4000 SE Adams Street, Topeka, KS 86609.

# INVESTMENT



# **2001HWEST HIGH 3CHOOL**

### Home of the Eagles

Yearbook Specifications: 2011-2012 Program: All Color Yearbook - PRISM

Copies: 700 copies

Pages: 264 Trim sizes: 9" x 12"

<b>BASE PRICE</b>	@ \$95.72	\$67,004
	C ,	70,700,

Cover:

~ custom 4/C	\$ n/c
~ UV coat @ \$2.07	\$ 1,455
~ grain @ .65	\$ 455
Endsheets: 1 color	\$ 549
Paper: 100 # @ .88	\$ 616
World Beat @ \$1.85	\$ 1,295

Sub Total	\$71,374
Less 27 %	\$19,270 -
Misc:	\$ 1,000
Tax @ 8.75 %	\$ 4,646
Shipping	\$ 950

ESTIMATED TOTAL \$58,700

\*\*\* PRICE GUARANTEE- No additional costs will be added to your invoice without written authorization from a school official. Price will not increase more than 3 % each year for same specs

Kevin Grandpre

Sept 13, 2011

Kevin Grandpre Jostens Representative

Date



# SOUTHWEST HIGH SCHOOL

### Home of the Eagles

Yearbook Specifications: 2011-2012

Program:

All Color Yearbook - HORIZON

Copies:

700 copies

Pages:

264

Trim sizes:

9" x 12"

### **OPTIONS:**

- 1. UV coat 32 pages, 700 copies = \$3,900
- 2. Extra copies over  $700 = $35.60^{\prime}$
- 3. Personalization: 1 line = \$4.05

2 lines = \$6.25

Icons (4 max) = \$2.00 each

4. Additional 8 color pages = \$1,700

### Kevín Grandpre

Sept 13, 2011

Kevin Grandpre Jostens Representative

Date

**DATE:** October 11, 2011

**TO:** Board of Trustees

**FROM:** C. Thomas Budde, Superintendent

SUBJECT: REQUEST TO DECLARE PERSONAL PROPERTY SURPLUS

AND AUTHORIZATION TO SELL

### <u>ACTION</u>

### **BACKGROUND:**

Pursuant to Education Code EC 17545, Article 14 Sale of Personal Property, The governing board of any school district may sell for cash any personal property belonging to the district if the property is not required for school purposes, or if it should be disposed of for the purpose of replacement, or if it is unsatisfactory or not suitable for school use. Public notice shall be posted in at least three public places in the district for not less than two weeks, or by publication for at least once a week for two weeks in a newspaper in the district and having general circulation. Please see attached list.

### **DISCUSSION/ALTERNATIVE/CONCERNS:**

If the board, by a unanimous vote to those members present, finds that the property is of insufficient value to defray the costs of arranging a sale, the property may be donated to a charitable organization deemed appropriate by the board, or it may be disposed of on order of any employee of the district empowered for that purpose by the board. (Ed Code 17546)

### **FINANCIAL IMPLICATIONS:**

After sale of the personal property as surplus the funds will be placed back into the general fund as revenue.

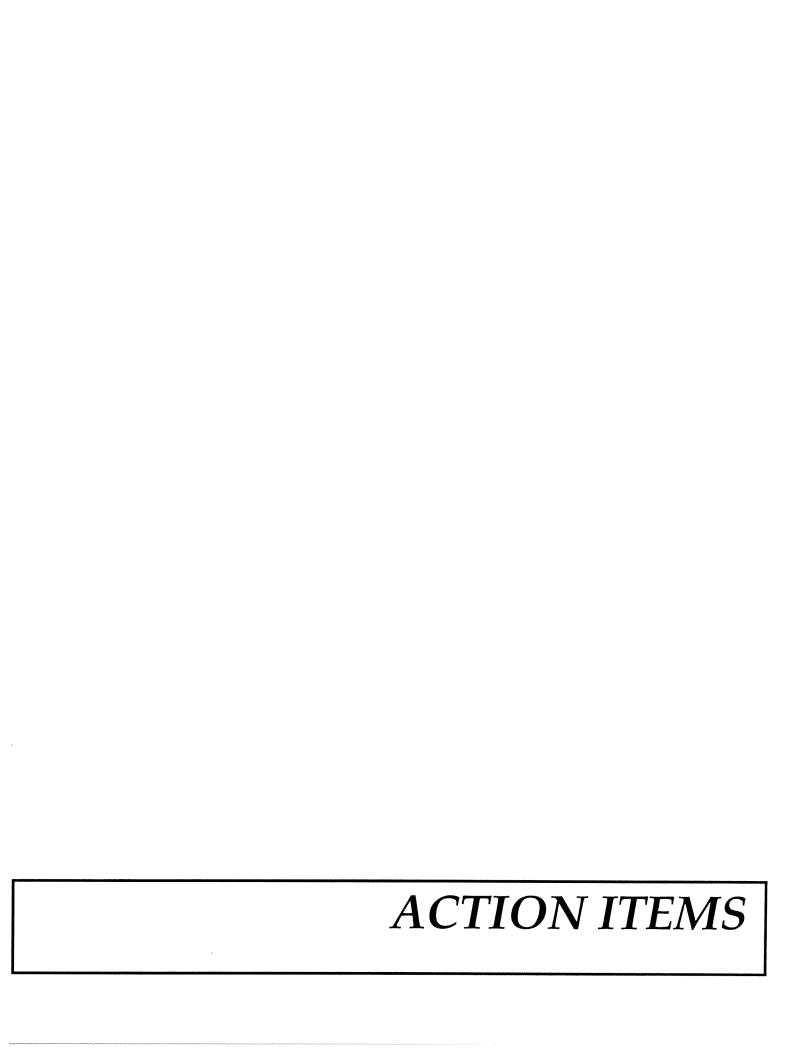
### **ACTION REQUESTED:**

The Superintendent recommends the Board to declare the personal property listed on the attached list as Surplus and authorize administration to dispose of as appropriate.

ACTION:	MOTION:	SECOND:
	AYES:	NOES:
	ABSTENTIONS:	

# District Cellular Phone Surplus List 9/15/2011

Quantity	Model Number
3	i <b>335</b>
2	i205
5	i265
1	i836
1	i776
3	i530
1	i730
1	i305
1	Blackberry
5	Misc Cell phone Clips
6	Misc Cell Phone Chargers



DATE:	October 11, 2011
то:	Board of Trustees
FROM:	C. Thomas Budde
SUBJECT	ADOPTION OF BOARD RESOLUTION NO. 10112011-24 PROVIDING FOR THE ISSUANCE AND SALE OF 2011 GENERAL OBLIGATION REFUNDING BONDS IN THE MAXIMUM PRINCIPAL AMOUNT OF \$10,000,000 TO REFUND OUTSTANDING GENERAL OBLIGATION BONDS
	ACTION
BACKGRO Attached.	OUND:
DISCUSSI	ON/ALTERNATIVE/CONCERNS:
<u>FINANCIA</u>	AL IMPLICATIONS:
The Superin	REQUESTED: Intendent recommends the Board adopt Board Resolution No. 10112011-24 Providing sance and Sale of 2011 General Obligation Refunding Bonds in the Maximum mount of \$10,000,000 to Refund Outstanding General Obligation Bonds.
ACTION:	MOTION: SECOND: AYES: NOES: ABSTENTIONS:

### BOARD OF TRUSTEES CENTRAL UNION HIGH SCHOOL DISTRICT

### **RESOLUTION NO. 10112011-24**

PROVIDING FOR THE ISSUANCE AND SALE OF 2011 GENERAL OBLIGATION REFUNDING BONDS IN THE MAXIMUM PRINCIPAL AMOUNT OF \$10,000,000 TO REFUND OUTSTANDING GENERAL OBLIGATION BONDS

WHEREAS, a special bond election was duly held in the Central Union High School District (the "District") on April 4, 1992, for the purpose of submitting a bond measure to the qualified electors of the District authorizing the issuance of general obligation bonds of the District in the maximum aggregate principal amount of \$25,000,000 (the "Bonds"), and more than two-thirds of the votes cast at said election were in favor of the issuance of the Bonds; and

WHEREAS, the District has previously issued a series of the Bonds designated the Central Union High School District (County of Imperial, California) General Obligation Bonds Election 1992, Series C in the aggregate principal amount of \$3,000,000 (the "2000 Bonds"), under a Resolution adopted by the Board of Trustees of the District on April 18, 2000, and under a Paying Agent Agreement dated as of August 1, 2000, between the District and U.S. Bank Trust National Association, as paying agent; and

WHEREAS, in order to refinance another series of the Bonds, the District has previously issued its bonds designated the Central Union High School District (County of Imperial, California) General Obligation Refunding Bonds, 1992, Series 2002 in the aggregate principal amount of \$12,710,000 (the "2002 Bonds"), under a Resolution adopted by the Board of Trustees of the District on June 18, 2002, and under a Paying Agent Agreement dated as of June 1, 2002, between the District and U.S. Bank, N.A., as paying agent; and

WHEREAS, the Board of Trustees has determined at this time to issue and sell its Central Union High School District (Imperial County, California) 2011 General Obligation Refunding Bonds in the aggregate principal amount of not to exceed \$10,000,000 (the "Refunding Bonds") for the purpose of refunding all of the outstanding 2000 Bonds and 2002 Bonds and thereby realizing financial savings to the property tax payers of the District; and

WHEREAS, the Board of Trustees of the District is authorized to provide for the issuance and sale of the Refunding Bonds under the provisions of Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with Section 53550 of said Code (the "Bond Law"); and

**NOW, THEREFORE**, the Board of Trustees of the District hereby finds, determines, declares and resolves as follows:

### **ARTICLE I**

### **DEFINITIONS**; AUTHORITY

SECTION 1.01. *Definitions*. The terms defined in this Section 1.01, as used and capitalized herein, shall, for all purposes of this Resolution, have the meanings given to them below, unless the context clearly requires some other meaning.

"Board" means the Board of Trustees of the District.

"Bond Counsel" means (a) the firm of Jones Hall, A Professional Law Corporation, or (b) any other attorney or firm of attorneys nationally recognized for expertise in rendering opinions as to the legality and tax exempt status of securities issued by public entities.

"Bond Law" means Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California, as amended from time to time.

"Bond Purchase Agreement" means the Bond Purchase Agreement between the District and the Underwriter, under which the Underwriter agrees to purchase the Refunding Bonds and pay the purchase price therefor.

"Closing Date" means the date upon which there is a physical delivery of the Refunding Bonds in exchange for the amount representing the purchase price of the Refunding Bonds by the Underwriter.

"Continuing Disclosure Certificate" means the Continuing Disclosure Certificate which is executed and delivered by a District Representative on the Closing Date.

"Costs of Issuance" means all items of expense directly or indirectly payable by or reimbursable to the District and related to the authorization, issuance, sale and delivery of the Refunding Bonds and the refunding of the 2000 Bonds and the 2002 Bonds, including but not limited to the costs of preparation and reproduction of documents, printing expenses, filing and recording fees, initial fees and charges of the Paying Agent and its counsel, legal fees and charges, fees and disbursements of consultants and professionals, rating agency fees, fees and charges for preparation, execution and safekeeping of the Refunding Bonds and any other cost, charge or fee in connection with the original issuance of the Refunding Bonds and the refunding of the 2000 Bonds and the 2002 Bonds.

"County" means the County of Imperial, a political subdivision of the State of California, duly organized and existing under the Constitution and laws of the State of California.

"County Treasurer" means the Treasurer-Tax Collector of the County, or any authorized deputy thereof.

"<u>Debt Service Fund</u>" means the fund established and held by the County under Section 4.02.

"Depository" means (a) initially, DTC, and (b) any other Securities Depository acting as Depository under Section 2.09.

"<u>Depository System Participant</u>" means any participant in the Depository's bookentry system.

"<u>District</u>" means the Central Union High School District, a high school district organized under the Constitution and laws of the State of California, and any successor thereto.

"<u>District Representative</u>" means the Superintendent, the Assistant Superintendent, Educational Services or any other person authorized by resolution of the Board to act on behalf of the District with respect to this Resolution and the Refunding Bonds.

"DTC" means The Depository Trust Company, New York, New York, and its successors and assigns.

"Education Code" means the Education Code of the State of California as in effect on the date of adoption hereof and as amended hereafter.

"Federal Securities" means: (a) any direct general obligations of the United States of America (including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America), for which the full faith and credit of the United States of America are pledged; (b) obligations of any agency, department or instrumentality of the United States of America, the timely payment of principal and interest on which are directly or indirectly secured or guaranteed by the full faith and credit of the United States of America.

"Interest Payment Date" means each February 1 and August 1 on which interest on the Refunding Bonds is due and payable, as such dates are identified in the Bond Purchase Agreement.

"Outstanding," when used as of any particular time with reference to Refunding Bonds, means all Refunding Bonds except (a) Refunding Bonds theretofore canceled by the Paying Agent or surrendered to the Paying Agent for cancellation, (b) Refunding Bonds paid or deemed to have been paid within the meaning of Section 9.02 and (c) Refunding Bonds in lieu of or in substitution for which other Refunding Bonds have been authorized, executed, issued and delivered by the District under this Resolution.

"Owner", whenever used with respect to a Refunding Bond, means the person in whose name the ownership of such Refunding Bond is registered on the Registration Books.

"Paying Agent" means the Paying Agent appointed by the District and acting as paying agent, registrar and authenticating agent for the Refunding Bonds, its successors and assigns, and any other corporation or association which may at any time be substituted in its place, as provided in Section 6.01.

"Principal Office" means the office or offices of the Paying Agent for the payment of the Refunding Bonds and the administration of its duties hereunder, as such office or offices are identified in a written notice filed with the District by the Paying Agent.

"Record Date" means the 15<sup>th</sup> day of the month preceding an Interest Payment Date, whether or not such day is a business day.

"Refunding Bonds" means the not to exceed \$10,000,000 aggregate principal amount of Central Union High School District (Imperial County, California) 2011 General Obligation Refunding Bonds issued and at any time Outstanding under this Resolution.

"Refunding Instructions" means, collectively, (a) the Irrevocable Refunding Instructions dated as of the Closing Date, given by the District to the Paying Agent for the 2000 Bonds, relating to the refunding and discharge of the outstanding 2000 Bonds, and (b) the Irrevocable Refunding Instructions dated as of the Closing Date, given by the District to the Paying Agent for the 2002 Bonds, relating to the refunding and discharge of the outstanding 2002 Bonds.

"Registration Books" means the records maintained by the Paying Agent for the registration of ownership and registration of transfer of the Refunding Bonds under Section 2.08.

"Resolution" means this Resolution adopted by the Board on October 11, 2011, authorizing the issuance of the Refunding Bonds, as originally adopted by the Board and including all amendments hereto and supplements hereof which are duly adopted by the Board from time to time in accordance herewith.

"Securities Depositories" means DTC; and, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the District may designate in a Written Request of the District delivered to the Paying Agent.

"<u>Tax Code</u>" means the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Closing Date, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under said Code.

"2000 Bonds" means the Central Union High School District (County of Imperial, California) General Obligation Bonds Election 1992, Series C, issued in the aggregate principal amount of \$3,000,000, under a Resolution adopted by the Board on April 18, 2000, and under a Paying Agent Agreement dated as of August 1, 2000, between the District and U.S. Bank Trust National Association, as paying agent.

"2002 Bonds" means the Central Union High School District (County of Imperial, California) General Obligation Refunding Bonds, 1992, Series 2002, issued in the aggregate principal amount of \$12,710,000, under a Resolution adopted by the Board on June 18, 2002, and under a Paying Agent Agreement dated as of June 1, 2002, between the District and U.S. Bank, N.A., as paying agent.

"<u>Underwriter</u>" means Southwest Securities Inc., as purchaser of the Refunding Bonds upon the negotiated sale thereof.

"<u>Written Request of the District</u>" means an instrument in writing signed by a District Representative or by any other officer of the District duly authorized to act on behalf of the District under a written certificate of a District Representative.

SECTION 1.02. Interpretation.

- (a) Unless the context otherwise indicates, words expressed in the singular include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and include the neuter, masculine or feminine gender, as appropriate.
- (b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and do not affect the meaning, construction or effect hereof.
- (c) All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Resolution; the words "herein," "hereof," "hereby," "hereunder" and other words of similar import refer to this Resolution as a whole and not to any particular Article, Section or subdivision hereof.

SECTION 1.03. Authority for this Resolution; Findings. This Resolution is entered into under the provisions of the Bond Law. The Board hereby certifies that all of the things, conditions and acts required to exist, to have happened or to have been performed precedent to and in the issuance of the Refunding Bonds do exist, have happened or have been performed in due and regular time and manner as required by the laws of the State of California, and that the amount of the Refunding Bonds, together with all other indebtedness of the District, does not exceed any limit prescribed by any laws of the State of California.

#### ARTICLE II

### **TERMS OF REFUNDING BONDS**

Section 2.01. Authorization. The Board hereby authorizes the issuance of the Refunding Bonds in the aggregate principal amount of not to exceed \$10,000,000, subject to the terms of the Bond Law and this Resolution, for the purpose of providing funds to refinance the outstanding 2000 Bonds and the outstanding 2002 Bonds. This Resolution constitutes a continuing agreement between the District and the Owners of all of the Outstanding Refunding Bonds to secure the full and final payment of principal of and interest and premium, if any, on the Refunding Bonds, subject to the covenants, agreements, provisions and conditions herein contained. The Refunding Bonds are designated the "Central Union High School District (Imperial County, California) 2011 General Obligation Refunding Bonds".

As provided in Section 53552 of the Bond Law, (a) the Refunding Bonds shall not be issued for the purpose of refunding the 2000 Bonds unless the total net interest cost to maturity on the portion of the Refunding Bonds which is attributable to the refunding of the 2000 Bonds plus the principal amount of such Refunding Bonds is less than the total net interest cost to maturity on the 2000 Bonds to be refunded plus the principal amount of the 2000 Bonds to be refunded, and (b) the Refunding Bonds shall not be issued for the purpose of refunding the 2002 Bonds unless the total net interest

cost to maturity on the portion of the Refunding Bonds which is attributable to the refunding of the 2002 Bonds plus the principal amount of such Refunding Bonds is less than the total net interest cost to maturity on the 2002 Bonds to be refunded plus the principal amount of the 2002 Bonds to be refunded. Before issuing the Refunding Bonds, the District shall receive confirmation from the financial advisor that the requirements of Section 53552 of the Bond Law have been satisfied.

Notwithstanding anything in this Resolution to the contrary, the Refunding Bonds may be issued in one or more series from time to time. In the event a District Representative determines that it is not economically feasible to refund any portion of the 2000 Bonds or the 2002 Bonds, the District shall be authorized to issue one or more additional series of Refunding Bonds from time to time for the purpose of refunding the remaining 2000 Bonds or 2002 Bonds, without further approval from the Board.

### Section 2.02. Terms of Refunding Bonds.

- (a) <u>Form; Numbering</u>. The Refunding Bonds shall be issued as fully registered Bonds, without coupons, in the denomination of \$5,000 each or any integral multiple thereof. The Refunding Bonds shall be lettered and numbered as prescribed by the Paying Agent.
- (b) <u>Date of Refunding Bonds</u>. The Refunding Bonds shall be dated as of the Closing Date.
- (c) <u>CUSIP Identification Numbers</u>. "CUSIP" identification numbers shall be imprinted on the Refunding Bonds, but such numbers shall not constitute a part of the contract evidenced by the Refunding Bonds and any error or omission with respect thereto shall not constitute cause for refusal of any purchaser to accept delivery of and pay for the Refunding Bonds. In addition, failure on the part of the District to use CUSIP numbers in any notice to Owners of the Refunding Bonds will not constitute an event of default or any violation of the District's contract with the Owners and will not impair the effectiveness of any such notice.
- (d) <u>Maturities</u>; <u>Basis of Interest Calculation</u>. The Refunding Bonds shall mature on August 1 in the years and in the amounts, and shall bear interest at the rates, as determined upon the sale thereof and as set forth in the Bond Purchase Agreement. The final maturity of the Refunding Bonds shall be not later than the final maturity of the 2000 Bonds and the 2002 Bonds which are refunded, respectively. Interest on the Refunding Bonds shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

Each Refunding Bond shall bear interest from the Interest Payment Date next preceding the date of registration and authentication thereof unless (i) it is authenticated as of an Interest Payment Date, in which event it shall bear interest from such date, or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the preceding Record Date, in which event it shall bear interest from such Interest Payment Date, or (iii) it is authenticated on or before the first Record Date, in which event it shall bear interest from the Closing Date; provided, however, that if at the time of authentication of a Refunding Bond, interest is in default thereon, such Refunding Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

- (e) Payment. Interest on the Refunding Bonds (including the final interest payment upon maturity or redemption) is payable by check of the Paying Agent mailed to the Owner thereof at such Owner's address as it appears on the Registration Books at the close of business on the preceding Record Date; provided that at the written request of the Owner of at least \$1,000,000 aggregate principal amount of the Refunding Bonds, which written request is on file with the Paying Agent as of any Record Date, interest on such Refunding Bonds shall be paid on the succeeding Interest Payment Date to such account as shall be specified in such written request. Principal of the Refunding Bonds is payable in lawful money of the United States of America upon presentation and surrender at the Principal Office of the Paying Agent.
- (f) Provisions of Bond Purchase Agreement to Control. Notwithstanding the foregoing provisions of this Section 2.02 and the following provisions of Section 2.03, any of the terms of the Refunding Bonds may be established or modified under the Bond Purchase Agreement. In the event of a conflict or inconsistency between this Resolution and the Bond Purchase Agreement relating to the terms of the Refunding Bonds, the provisions of the Bond Purchase Agreement shall be controlling.

#### Section 2.03. Redemption.

- (a) Optional Redemption Dates and Prices. The Refunding Bonds are subject to redemption prior to maturity, at the option of the District, in whole or in part among maturities on such basis as designated by the District and by lot within a maturity, from any available source of funds, on the dates and at the respective redemption prices as set forth in the Bond Purchase Agreement.
- (b) Mandatory Sinking Fund Redemption. If the Bond Purchase Agreement specifies that any one or more maturities of the Refunding Bonds are term bonds which are subject to mandatory sinking fund redemption, each such maturity of Refunding Bonds shall be subject to such mandatory sinking fund redemption on August 1 in each of the years and in the respective principal amounts as set forth in the Bond Purchase Agreement, at a redemption price equal to 100% of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption.
- (c) <u>Selection of Refunding Bonds for Redemption</u>. Whenever less than all of the Outstanding Refunding Bonds of any one maturity are designated for redemption, the Paying Agent shall select the Outstanding Refunding Bonds of such maturity to be redeemed by lot in any manner deemed fair by the Paying Agent. For purposes of such selection, each Refunding Bond will be deemed to consist of individual Refunding Bonds of \$5,000 denominations each, which may be separately redeemed.
- (d) Redemption Procedure. The Paying Agent will cause notice of any redemption to be mailed, first class mail, postage prepaid, at least 30 days but not more than 60 days prior to the date fixed for redemption, to the respective Owners of any Refunding Bonds designated for redemption, at their addresses appearing on the Registration Books. Such mailing shall not be a condition precedent to such redemption and the failure to mail or to receive any such notice will not affect the validity of the proceedings for the redemption of such Refunding Bonds. In addition, the Paying Agent will give notice of redemption by telecopy or certified, registered or overnight mail to each of the Securities Depositories and the Municipal Securities Rulemaking Board at least two days prior to such mailing to the Refunding Bond Owners.

Such notice shall state the redemption date and the redemption price and, if less than all of the then Outstanding Refunding Bonds are to be called for redemption, shall designate the serial numbers of the Refunding Bonds to be redeemed by giving the individual number of each Refunding Bond or by stating that all Refunding Bonds between two stated numbers, both inclusive, or by stating that all of the Refunding Bonds of one or more maturities have been called for redemption, and shall require that such Refunding Bonds be then surrendered at the Principal Office of the Paying Agent for redemption at the said redemption price, giving notice also that further interest on such Refunding Bonds will not accrue from and after the redemption date.

Upon surrender of Refunding Bonds redeemed in part only, the District shall execute and the Paying Agent shall authenticate and deliver to the Owner, at the expense of the District, a new Refunding Bond or Bonds, of the same maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Refunding Bond or Bonds.

From and after the date fixed for redemption, if notice of such redemption has been duly given and funds available for the payment of the principal of and interest on the Refunding Bonds so called for redemption have been duly provided, the Refunding Bonds called for redemption will cease to be entitled to any benefit under this Resolution other than the right to receive payment of the redemption price, and no interest will accrue thereon on or after the redemption date specified in the notice. The Paying Agent will cancel all Refunding Bonds redeemed under this Section 2.03 and will furnish a certificate of cancellation to the District.

(e) Right to Rescind Notice of Redemption. The District has the right to rescind any notice of the optional redemption of Bonds under subsection (a) of this Section by written notice to the Paying Agent on or prior to the dated fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption. The District and the Paying Agent shall have no liability to the Bond Owners or any other party related to or arising from such rescission of redemption. The Paying Agent shall mail notice of such rescission of redemption in the same manner as the original notice of redemption was sent under subsection (c) of this Section, except that the time period specified in subsection (c) for giving the original notice of redemption shall not apply to any notice of rescission thereof.

**Section 2.04. Form of Refunding Bonds**. The Refunding Bonds, the form of the Paying Agent's certificate of authentication and registration and the form of assignment to appear thereon shall be substantially in the forms, respectively, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Resolution, as set forth in Appendix A hereto.

Section 2.05. Execution of Refunding Bonds. The Refunding Bonds shall be signed by the facsimile signature of the President of the Board and shall be attested by the facsimile signature of the Clerk of the Board. No Refunding Bond shall be valid or obligatory for any purpose or is entitled to any security or benefit under this Resolution unless and until the certificate of authentication printed on the Refunding Bond has been signed by the Paying Agent as authenticating agent.

Only those Refunding Bonds bearing a certificate of authentication and registration in the form set forth in Appendix A, executed and dated by the Paying Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Resolution, and such certificate of the Paying Agent shall be conclusive evidence that the Refunding Bonds so registered have been duly authenticated, registered and delivered hereunder and are entitled to the benefits of this Resolution.

Section 2.06. Transfer of Refunding Bonds. Any Refunding Bond may, in accordance with its terms, be transferred, upon the Registration Books, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Refunding Bond for cancellation at the Principal Office at the Paying Agent, accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly executed. The District may charge a reasonable sum for each new Refunding Bond issued upon any transfer.

Whenever any Refunding Bond is surrendered for transfer, the District shall execute and the Paying Agent shall authenticate and deliver a new Refunding Bond or Bonds, for like aggregate principal amount. No transfers of Refunding Bonds may be made (a) during the period commencing 15 days before the date established by the Paying Agent for selection of Refunding Bonds for redemption or (b) with respect to a Refunding Bond which has been selected for redemption.

Section 2.07. Exchange of Refunding Bonds. Refunding Bonds may be exchanged at the Principal Office of the Paying Agent for a like aggregate principal amount of Refunding Bonds of authorized denominations and of the same maturity. The District may charge a reasonable sum for each new Refunding Bond issued upon any exchange (except in the case of any exchange of temporary Refunding Bonds for definitive Refunding Bonds). No exchanges of Refunding Bonds shall be required to be made (a) during the period commencing the 15 days before the date established by the Paying Agent for selection of Refunding Bonds for redemption, or (b) with respect to a Refunding Bond after such Refunding Bond has been selected for redemption.

**Section 2.08.** Registration Books. The Paying Agent shall keep or cause to be kept sufficient books for the registration and transfer of the Refunding Bonds, which shall at all times be open to inspection by the District upon reasonable notice; and, upon presentation for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, Refunding Bonds as herein before provided.

Section 2.09. Book-Entry System. Except as provided below, the Owner of all of the Refunding Bonds shall be DTC, and the Refunding Bonds shall be registered in the name of Cede & Co., as nominee for DTC. The Refunding Bonds shall be initially executed and delivered in the form of a single fully registered Refunding Bond for each maturity date of the Refunding Bonds in the full aggregate principal amount of the Refunding Bonds maturing on such date. The Paying Agent and the District may treat DTC (or its nominee) as the sole and exclusive owner of the Refunding Bonds registered in its name for all purposes of this Resolution, and neither the Paying Agent nor the District shall be affected by any notice to the contrary. The Paying Agent and the District shall not have any responsibility or obligation to any Depository System Participant, any person claiming a beneficial ownership interest in the Refunding Bonds under or through DTC or a Depository System Participant, or any other person which is not shown on the register of the District as being an owner, with respect to the accuracy

of any records maintained by DTC or any Depository System Participant or the payment by DTC or any Depository System Participant by DTC or any Depository System Participant of any amount in respect of the principal or interest with respect to the Refunding Bonds. The District shall cause to be paid all principal and interest with respect to the Refunding Bonds only to DTC, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to the principal and interest with respect to the Refunding Bonds to the extent of the sum or sums so paid. Except under the conditions noted below, no person other than DTC shall receive a Refunding Bond. Upon delivery by DTC to the District of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the term "Cede & Co." in this Resolution shall refer to such new nominee of DTC.

If the District determines that it is in the best interest of the beneficial owners that they be able to obtain Refunding Bonds and delivers a written certificate to DTC and the District to that effect, DTC shall notify the Depository System Participants of the availability through DTC of Refunding Bonds. In such event, the District shall issue, transfer and exchange Refunding Bonds as requested by DTC and any other owners in appropriate amounts. DTC may determine to discontinue providing its services with respect to the Refunding Bonds at any time by giving notice to the District and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is no successor securities depository), the District shall be obligated to deliver Refunding Bonds as described in this Resolution. Whenever DTC requests the District to do so, the District will cooperate with DTC in taking appropriate action after reasonable notice to (a) make available one or more separate Refunding Bonds evidencing the Refunding Bonds to any Depository System Participant having Refunding Bonds credited to its DTC account or (b) arrange for another securities depository to maintain custody of certificates evidencing the Refunding Bonds.

Notwithstanding any other provision of this Resolution to the contrary, so long as any Refunding Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal and interest with respect to such Refunding Bond and all notices with respect to such Refunding Bond shall be made and given, respectively, to DTC as provided as in the representation letter delivered on the date of issuance of the Refunding Bonds.

Section 2.10. Refunding Bonds Mutilated, Lost, Destroyed or Stolen. If any Refunding Bond is mutilated the District, at the expense of the Owner of said Refunding Bond, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Refunding Bond of like maturity and principal amount in exchange and substitution for the Refunding Bond so mutilated, but only upon surrender to the Paying Agent of the Refunding Bond so mutilated. Every mutilated Refunding Bond so surrendered to the Paying Agent shall be canceled by it and delivered to, or upon the order of, the District. If any Refunding Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the District and, if such evidence be satisfactory to the District and indemnity satisfactory to it shall be given, the District, at the expense of the Owner, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Refunding Bond of like maturity and principal amount in lieu of and in substitution for the Refunding Bond so lost, destroyed or stolen. The District may require payment of a sum not exceeding the actual cost of preparing each new Refunding Bond issued under this Section and of the expenses which may be incurred by the District and the Paying Agent in the premises. Any Refunding Bond issued under the provisions of this Section 2.10 in lieu of any Refunding Bond alleged to be lost.

destroyed or stolen shall constitute an original additional contractual obligation on the part of the District whether or not the Refunding Bond so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be equally and proportionately entitled to the benefits of this Resolution with all other Refunding Bonds issued under this Resolution.

Notwithstanding any other provision of this Section 2.10, in lieu of delivering a new Refunding Bond for which principal has or is about to become due for a Refunding Bond which has been mutilated, lost, destroyed or stolen, the Paying Agent may make payment of such Refunding Bond in accordance with its terms.

#### ARTICLE III

# SALE OF REFUNDING BONDS; APPLICATION OF PROCEEDS

Section 3.01. Sale of Refunding Bonds; Approval of Sale Documents.

- (a) Negotiated Sale of Refunding Bonds. The Board hereby authorizes the negotiated sale of the Refunding Bonds to the Underwriter. The Refunding Bonds shall be sold pursuant to the Bond Purchase Agreement in substantially the form on file with the Clerk of the Board with such changes therein, deletions therefrom and modifications thereto as a District Representative may approve, such approval to be conclusively evidenced by the execution and delivery of the Bond Purchase Agreement. The true interest cost of the Refunding Bonds shall not exceed 5.50% per annum and the Underwriter's discount shall not exceed 1.00% of the aggregate principal amount of the Refunding Bonds. The Board hereby authorizes a District Representative to execute and deliver the final form of the Bond Purchase Agreement in the name and on behalf of the District.
- (b) Official Statement. The Board hereby approves, and hereby deems nearly final within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934, the Preliminary Official Statement describing the Refunding Bonds in substantially the form on file with the Clerk of the Board. A District Representative is hereby authorized to execute an appropriate certificate stating the Board's determination that the Preliminary Official Statement has been deemed nearly final within the meaning of such Rule. A District Representative is hereby authorized and directed to approve any changes in or additions to a final form of said Official Statement, and the execution thereof by a District Representative shall be conclusive evidence of his or her approval of any such changes and additions. The Board hereby authorizes the distribution of the Official Statement by the Underwriter. The final Official Statement shall be executed in the name and on behalf of the District by a District Representative.
- (c) Actions to Close Bond Issuance. Each District Representative and any and all other officers of the District are each authorized and directed in the name and on behalf of the District to execute and deliver any and all certificates, requisitions, agreements, notices, consents, warrants and other documents, which they or any of them might deem necessary or appropriate in order to consummate the lawful issuance, sale and delivery of the Refunding Bonds. Whenever in this Resolution any officer of the District is authorized to execute or countersign any document or take any action.

such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf if such officer is absent or unavailable.

Section 3.02. Application of Proceeds of Sale of Refunding Bonds. The proceeds of the Refunding Bonds shall be paid by the Underwriter on the Closing Date in accordance with a Written Request of the District, as follows:

- (a) The Underwriter shall transfer a portion of the proceeds of the Refunding Bonds to U.S. Bank National Association, as custodian under the agreement referred to in Section 3.04, to be applied to pay the Costs of Issuance.
- (b) The Underwriter shall transfer the remainder of such proceeds to the U.S. Bank National Association, as paying agent for the 2000 Bonds and the 2002 Bonds, to be held, invested and applied to refund and discharge the outstanding 2000 Bonds and the 2002 Bonds in accordance with the Refunding Instructions.

Section 3.03. Approval of Refunding Instructions. The 2000 Bonds and the 2002 Bonds shall be refunded in accordance with the provisions of the Refunding Instructions. The Board hereby approves the Refunding Instructions in substantially the form on file with the Clerk of the Board, together with any changes therein or modifications thereof which are approved by a District Representative, and the execution thereof by a District Representative will be conclusive evidence of the approval of any such changes or modifications. A District Representative is directed to authenticate and execute the final form of the Refunding Instructions on behalf of the District.

Section 3.04. Costs of Issuance Custodian Agreement. The Board hereby approves the Costs of Issuance Custodian Agreement between the District and U.S. Bank National Association, as custodian, in substantially the form on file with the Clerk of the Board. As provided in said agreement, amounts held thereunder shall be requisitioned by a District Representative for payment of Costs of Issuance in accordance with said agreement. Any amounts held thereunder which are not required for payment of Costs of Issuance shall be transferred to the County Treasurer and deposited into the Debt Service Fund, to be applied to pay interest next coming due and payable on the Refunding Bonds.

#### **ARTICLE IV**

# SECURITY FOR THE REFUNDING BONDS; PAYMENT OF DEBT SERVICE

Section 4.01. Security for the Refunding Bonds. The Refunding Bonds are general obligations of the District, and the Board has the power to direct the County to levy ad valorem taxes upon all property within the District subject to taxation without limitation of rate or amount, for the payment of the Refunding Bonds and the interest and redemption premium (if any) thereon, in accordance with and subject to Sections 15250 and Section 15252 of the Education Code. The District hereby directs the County to levy on all the taxable property in the District, in addition to all other taxes, a continuing direct and ad valorem tax annually during the period the Refunding Bonds are Outstanding in an amount sufficient to pay the principal of and interest on the Refunding Bonds when due, including the principal of any Refunding Bonds upon the mandatory sinking fund redemption thereof under Section 2.03(b), which moneys when collected will be paid to the County Treasurer and placed in the Debt Service Fund.

The principal of and interest and redemption premium (if any) on Refunding Bonds do not constitute a debt of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents or employees thereof, and neither the County, the State of California, any of its political subdivisions nor any of the officers, agents or employees thereof shall be liable thereon.

Section 4.02. Debt Service Fund. The District hereby directs the County Treasurer to establish, hold and maintain a fund to be known as the "Debt Service Fund", to be maintained by the County Treasurer as a separate account, distinct from all other funds of the County and the District. All taxes levied by the County, as directed by the District herein, for the payment of the principal of and interest and premium (if any) on the Refunding Bonds in accordance with Section 4.01 shall be deposited in the Debt Service Fund by the County promptly upon apportionment of said levy. The Debt Service Fund is pledged for the payment of the principal of and interest on the Refunding Bonds when and as the same become due, including the principal of any term Refunding Bonds required to be paid upon the mandatory sinking fund redemption thereof.

Section 4.03. Disbursements From Debt Service Fund. The County shall administer the Debt Service Fund and make disbursements therefrom in the manner set forth in this Section 4.03. The County shall transfer amounts on deposit in the Debt Service Fund, to the extent necessary to pay the principal of and interest on the Refunding Bonds when due and payable, to the Paying Agent which, in turn, shall pay such moneys to DTC to pay the principal of and interest on the Refunding Bonds. DTC will thereupon make payments of principal and interest on the Refunding Bonds to the DTC Participants who will thereupon make payments of principal and interest to the beneficial owners of the Refunding Bonds. Any moneys remaining in the Debt Service Fund after the Refunding Bonds and the interest thereon have been paid, or provision for such payment has been made, shall be transferred to the General Fund of the District, as provided in Section 15234 of the Education Code. As provided in Section 15232 of the Education Code, amounts in the Debt Service Fund shall also be applied to pay the expense of paying the Refunding Bonds elsewhere than at the office of the County Treasurer.

**Section 4.04. Investments.** All moneys held in any of the funds or accounts established with the County Treasurer hereunder shall be invested in accordance with the investment policies of the County, as such policies exist at the time of investment. Obligations purchased as an investment of moneys in any fund or account shall be deemed to be part of such fund or account.

All interest or gain derived from the investment of amounts in any of the funds or accounts established hereunder shall be deposited in the fund or account from which such investment was made, and shall be expended for the purposes thereof. The District covenants that all investments of amounts deposited in any fund or account created by or under this Resolution, or otherwise containing proceeds of the Refunding Bonds, shall be acquired and disposed of at the Fair Market Value thereof. For purposes of this Section 4.04, the term "Fair Market Value" shall mean, with respect to any investment, the price at which a willing buyer would purchase such investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Tax Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as described above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Tax Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Tax Code, or (iii) the investment is a United States Treasury Security - State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt.

#### **ARTICLE V**

#### OTHER COVENANTS OF THE DISTRICT

**Section 5.01. Punctual Payment**. The Board will direct the County to levy *ad valorem* taxes, as provided in Section 15250 of the Education Code, so as to enable the District to punctually pay, or cause to be paid, the principal of and interest on the Refunding Bonds, in conformity with the terms of the Refunding Bonds and of this Resolution. Nothing herein contained prevents the District from making advances of its own moneys howsoever derived to any of the uses or purposes permitted by law.

Section 5.02. Books and Accounts; Financial Statement. The District will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the District in which complete and correct entries are made of all transactions relating to the expenditure of the proceeds of the Refunding Bonds. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Paying Agent and the Owners of not less than 10% in aggregate principal amount of the Refunding Bonds then Outstanding, or their representatives authorized in writing.

Section 5.03. Protection of Security and Rights of Refunding Bond Owners. The District will preserve and protect the security of the Refunding Bonds and the rights of the Refunding Bond Owners, and will warrant and defend their rights against all claims and demands of all persons. Following the issuance of the Refunding Bonds by the District, the Refunding Bonds shall be incontestable by the District.

#### Section 5.04. Tax Covenants.

- (a) <u>Private Activity Bond Limitation</u>. The District shall assure that the proceeds of the Refunding Bonds are not so used as to cause the Refunding Bonds to satisfy the private business tests of Section 141(b) of the Tax Code or the private loan financing test of Section 141(c) of the Tax Code.
- (b) <u>Federal Guarantee Prohibition</u>. The District shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the Refunding Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Tax Code.
- (c) <u>No Arbitrage</u>. The District shall not take, or permit or suffer to be taken by the Paying Agent or the County or otherwise, any action with respect to the proceeds of the Refunding Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date would have caused the Refunding Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Tax Code.
- (d) <u>Maintenance of Tax-Exemption</u>. The District shall take all actions necessary to assure the exclusion of interest on the Refunding Bonds from the gross income of the Owners of the Refunding Bonds to the same extent as such interest is permitted to be excluded from gross income under the Tax Code as in effect on the Closing Date.
- (e) Rebate of Excess Investment Earnings to United States. The District shall calculate or cause to be calculated excess investment earnings with respect to the Refunding Bonds which are required to be rebated to the United States of America under Section 148(f) of the Tax Code, and shall pay the full amount of such excess investment earnings to the United States of America in such amounts, at such times and in such manner as may be required under the Tax Code, if and to the extent such Section 148(f) is applicable to the Refunding Bonds. Such payments shall be made by the District from any source of legally available funds of the District. The District shall keep or cause to be kept, and retain or cause to be retained for a period of six years following the retirement of the Refunding Bonds, records of the determinations made under this subsection (e). In order to provide for the administration of this subsection (e), the District may provide for the employment of independent attorneys, accountants and consultants compensated on such reasonable basis as the District deems appropriate.
- (f) Small Issuer Exemption from Bank Nondeductibility Restriction. The District hereby designates the Refunding Bonds for purposes of paragraph (3) of Section 265(b) of the Tax Code and represents that not more than \$30,000,000 aggregate principal amount of obligations the interest on which is excludable (under Section 103(a) of the Tax Code) from gross income for federal income tax purposes (excluding (i) private activity bonds, as defined in Section 141 of the Tax Code, except

qualified 501(c)(3) bonds as defined in Section 145 of the Tax Code and (ii) current refunding obligations to the extent the amount of the refunding obligation does not exceed the outstanding amount of the refunded obligation), including the Bonds, has been or will be issued by the District, including all subordinate entities of the District, during the calendar year 2011.

Section 5.05. Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, which shall be executed by a District Representative and delivered on the Closing Date. Notwithstanding any other provision of this Resolution, failure of the District to comply with the Continuing Disclosure Certificate does not constitute a default by the District hereunder or under the Refunding Bonds; however, any Participating Underwriter (as that term is defined in the Continuing Disclosure Certificate) or any holder or beneficial owner of the Refunding Bonds may, take such actions as may be necessary and appropriate to compel performance, including seeking mandate or specific performance by court order.

**Section 5.06. Further Assurances.** The District will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Resolution, and for the better assuring and confirming unto the Owners of the Refunding Bonds of the rights and benefits provided in this Resolution.

#### **ARTICLE VI**

#### THE PAYING AGENT

Section 6.01. Appointment of Paying Agent. U.S. Bank National Association is hereby appointed to act as Paying Agent for the Refunding Bonds and, in such capacity, shall also act as registration agent and authentication agent for the Refunding Bonds. The Paying Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Resolution, and even during the continuance of an event of default with respect to the Refunding Bonds, no implied covenants or obligations shall be read into this Resolution against the Paying Agent. The Board hereby approves the execution and delivery of a Paying Agent Agreement between the District and the Paying Agent. A District Representative is hereby authorized and directed to execute the final form of Paying Agent Agreement on behalf of the District.

The District may remove the Paying Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto, but any such successor shall be a bank or trust company doing business and having an office in the State of California, having a combined capital (exclusive of borrowed capital) and surplus of at least \$50,000,000, and subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, under law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section 6.01 the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Paying Agent may at any time resign by giving written notice to the District and the Refunding Bond Owners of such resignation. Upon receiving notice of such resignation, the District shall promptly appoint a successor Paying Agent by an instrument in writing. Any resignation or removal of the Paying Agent and appointment of a successor Paying Agent will become effective upon acceptance of appointment by the successor Paying Agent.

**Section 6.02. Paying Agent May Hold Refunding Bonds**. The Paying Agent may become the owner of any of the Refunding Bonds in its own or any other capacity with the same rights it would have if it were not Paying Agent.

**Section 6.03. Liability of Agents**. The recitals of facts, covenants and agreements herein and in the Refunding Bonds contained shall be taken as statements, covenants and agreements of the District, and the Paying Agent assumes no responsibility for the correctness of the same, nor makes any representations as to the validity or sufficiency of this Resolution or of the Refunding Bonds, nor shall incur any responsibility in respect thereof, other than as set forth in this Resolution. The Paying Agent is not liable in connection with the performance of its duties hereunder, except for its own negligence or willful default.

In the absence of bad faith, the Paying Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Paying Agent and conforming to the requirements of this Resolution.

The Paying Agent is not liable for any error of judgment made in good faith by a responsible officer of its corporate trust department in the absence of the negligence of the Paying Agent.

No provision of this Resolution requires the Paying Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it has reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The Paying Agent may execute any of the powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Paying Agent shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

Section 6.04. Notice to Paying Agent. The Paying Agent may rely and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The Paying Agent may consult with counsel, who may be counsel to the District, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Resolution the Paying Agent deems it necessary or desirable that a matter be proved or established before taking or suffering any action hereunder, such matter (unless other evidence in respect

thereof be herein specifically prescribed) may, in the absence of bad faith on the part of the Paying Agent, be deemed to be conclusively proved and established by a certificate of the District, and such certificate shall be full warrant to the Paying Agent for any action taken or suffered under the provisions of this Resolution upon the faith thereof, but in its discretion the Paying Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

Section 6.05. Compensation; Indemnification. The District shall pay to the Paying Agent from time to time reasonable compensation for all services rendered under this Resolution, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees, incurred in and about the performance of their powers and duties under this Resolution. The District will indemnify and save the Paying Agent harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith.

#### **ARTICLE VII**

# REMEDIES OF REFUNDING BOND OWNERS

**Section 7.01. Remedies of Refunding Bond Owners**. Any Refunding Bond Owner has the right, for the equal benefit and protection of all Refunding Bond Owners similarly situated:

- (a) by mandamus, suit, action or proceeding, to compel the District and its members, officers, agents or employees to perform each and every term, provision and covenant contained in this Resolution and in the Refunding Bonds, and to require the carrying out of any or all such covenants and agreements of the District and the fulfillment of all duties imposed upon it;
- (b) by suit, action or proceeding in equity, to enjoin any acts or things which are unlawful, or the violation of any of the Refunding Bond Owners' rights; or
- (c) upon the happening and continuation of any default by the District hereunder or under the Refunding Bonds, by suit, action or proceeding in any court of competent jurisdiction, to require the District and its members and employees to account as if it and they were the trustees of an express trust.

**Section 7.02. Remedies Not Exclusive**. No remedy herein conferred upon the Owners of Refunding Bonds shall be exclusive of any other remedy and that each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or thereafter conferred on the Refunding Bond Owners.

Section 7.03. Non-Waiver. Nothing in this Article VII or in any other provision of this Resolution or in the Refunding Bonds, affects or impairs the obligation of the District, which is absolute and unconditional, to pay the principal of and interest and redemption premium (if any) on the Refunding Bonds to the respective Owners of the

Refunding Bonds at the respective dates of maturity, as herein provided, or affects or impairs the right of action against the District, which is also absolute and unconditional, of such Owners to institute suit against the District to enforce such payment by virtue of the contract embodied in the Refunding Bonds.

A waiver of any default by any Refunding Bond Owner shall not affect any subsequent default or impair any rights or remedies on the subsequent default. No delay or omission of any Owner of any of the Refunding Bonds to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein, and every power and remedy conferred upon the Refunding Bond Owners by this Article VII may be enforced and exercised from time to time and as often as shall be deemed expedient by the Owners of the Refunding Bonds.

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

#### **ARTICLE VIII**

#### **AMENDMENT OF THIS RESOLUTION**

Section 8.01. Amendments Effective Without Consent of the Owners. The Board may amend this Resolution from time to time, without the consent of the Owners of the Refunding Bonds, for any one or more of the following purposes:

- (a) To add to the covenants and agreements of the District in this Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;
- (b) To confirm, as further assurance, any pledge under, and to subject to any lien or pledge created or to be created by, this Resolution, of any moneys, securities or funds, or to establish any additional funds or accounts to be held under this Resolution;
- (c) To cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this Resolution, in a manner which does not materially adversely affect the interests of the Refunding Bond Owners in the opinion of Bond Counsel filed with the District; or
- (d) To make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Refunding Bonds.

Section 8.02. Amendments Effective With Consent of the Owners. The Board may amend this Resolution from time to time for any purpose not set forth in Section 8.01, with the written consent of the Owners of a majority in aggregate principal amount of the Refunding Bonds Outstanding at the time such consent is given.

Any of the following amendments of this Resolution may be made only with the prior written consent of the Owners or all Outstanding Bonds: (a) a change in the terms of maturity of the principal of any Outstanding Refunding Bonds or of any interest payable thereon or a reduction in the principal amount thereof or in the rate of interest thereon, (b) a reduction of the percentage of Refunding Bonds the consent of the Owners of which is required to effect any such modification or amendment, (c) a change in the provisions of Section 7.01 relating to Events of Default, or (d) a reduction in the amount of moneys pledged for the repayment of the Refunding Bonds. No amendment may be made to the rights or obligations of any Paying Agent without its written consent.

#### **ARTICLE IX**

#### **MISCELLANEOUS**

Section 9.01. Benefits of Resolution Limited to Parties. Nothing in this Resolution, expressed or implied, is intended to give to any person other than the District, the County, the Paying Agent and the Owners of the Refunding Bonds, any right, remedy, claim under or by reason of this Resolution. Any covenants, stipulations, promises or agreements in this Resolution contained by and on behalf of the District are for the sole and exclusive benefit of the Owners of the Refunding Bonds.

#### Section 9.02. Defeasance.

- (a) <u>Discharge of Resolution</u>. Refunding Bonds may be paid by the District in any of the following ways, provided that the District also pays or causes to be paid any other sums payable hereunder by the District:
  - (i) by paying or causing to be paid the principal or redemption price of and interest on such Refunding Bonds, as and when the same become due and payable;
  - (ii) by irrevocably depositing, in trust, at or before maturity, money or securities in the necessary amount (as provided in Section 9.02(c) hereof) to pay or redeem such Refunding Bonds; or
  - (iii) by delivering such Refunding Bonds to the Paying Agent for cancellation by it.

If the District pays all Outstanding Refunding Bonds and also pays or causes to be paid all other sums payable hereunder by the District, then and in that case, at the election of the District (evidenced by a certificate of a District Representative filed with the Paying Agent, signifying the intention of the District to discharge all such indebtedness and this Resolution), and notwithstanding that any Refunding Bonds have not been surrendered for payment, this Resolution and other assets made under this Resolution and all covenants, agreements and other obligations of the District under this Resolution shall cease, terminate, become void and be completely discharged and satisfied, except only as provided in Section 9.02(b). In such event, upon request of the District, the Paying Agent shall cause an accounting for such period or periods as may be requested by the District to be prepared and filed with the District and shall execute and deliver to the District all such instruments as may be necessary to evidence such

discharge and satisfaction, and the Paying Agent shall pay over, transfer, assign or deliver to the District all moneys or securities or other property held by it under this Resolution which are not required for the payment or redemption of Refunding Bonds not theretofore surrendered for such payment or redemption.

(b) <u>Discharge of Liability on Refunding Bonds</u>. Upon the deposit, in trust, at or before maturity, of money or securities in the necessary amount (as provided in Section 9.02(c) hereof) to pay or redeem any Outstanding Refunding Bond (whether upon or before its maturity or the redemption date of such Refunding Bond), provided that, if such Refunding Bond is to be redeemed before maturity, notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice, then all liability of the District in respect of such Refunding Bond shall cease and be completely discharged, except only that thereafter the Owner thereof shall be entitled only to payment of the principal of and interest on such Refunding Bond by the District, and the District shall remain liable for such payment, but only out of such money or securities deposited with the Paying Agent as aforesaid for such payment, provided further, however, that the provisions of Section 9.02(d) shall apply in all events.

The District may at any time surrender to the Paying Agent for cancellation by it any Refunding Bonds previously issued and delivered, which the District may have acquired in any manner whatsoever, and such Refunding Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired.

- (c) <u>Deposit of Money or Securities with Paying Agent</u>. Whenever in this Resolution it is provided or permitted that there be deposited with or held in trust by the Paying Agent money or securities in the necessary amount to pay or redeem any Refunding Bonds, the money or securities so to be deposited or held may include money or securities held by the Paying Agent in the funds and accounts established under this Resolution and shall be:
  - (i) lawful money of the United States of America in an amount equal to the principal amount of such Refunding Bonds and all unpaid interest thereon to maturity, except that, in the case of Refunding Bonds which are to be redeemed and in respect of which notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice, the amount to be deposited or held shall be the principal amount or redemption price of such Refunding Bonds and all unpaid interest thereon to the redemption date; or
  - (ii) Federal Securities (not callable by the issuer thereof before maturity) the principal of and interest on which when due, in the opinion of a certified public accountant delivered to the District, will provide money sufficient to pay the principal or redemption price of and all unpaid interest to maturity, or to the redemption date, as the case may be, on the Refunding Bonds to be paid or redeemed, as such principal or redemption price and interest become due, provided that, in the case of Refunding Bonds which are to be redeemed before the maturity thereof, notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice.

(d) Payment of Refunding Bonds After Discharge of Resolution. Notwithstanding any provisions of this Resolution, any moneys held by the Paying Agent in trust for the payment of the principal or redemption price of, or interest on, any Refunding Bonds and remaining unclaimed for two years after the principal of all of the Refunding Bonds has become due and payable (whether at maturity or upon call for redemption or by acceleration as provided in this Resolution), if such moneys were so held at such date, or two years after the date of deposit of such moneys if deposited after said date when all of the Refunding Bonds became due and payable, shall, upon request of the District, be repaid to the District free from the trusts created by this Resolution, and all liability of the Paying Agent with respect to such moneys shall thereupon cease; provided, however, that before the repayment of such moneys to the District as aforesaid, the Paying Agent may (at the cost of the District) first mail to the Owners of all Refunding Bonds which have not been paid at the addresses shown on the Registration Books a notice in such form as may be deemed appropriate by the Paying Agent, with respect to the Refunding Bonds so payable and not presented and with respect to the provisions relating to the repayment to the District of the moneys held for the payment thereof.

Section 9.03. Execution of Documents and Proof of Ownership by Refunding Bond Owners. Any request, declaration or other instrument which this Resolution may require or permit to be executed by Refunding Bond Owners may be in one or more instruments of similar tenor, and shall be executed by Refunding Bond Owners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Refunding Bond Owner or his attorney of such request, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of Refunding Bonds and the amount, maturity, number and date of holding the same shall be proved by the Registration Books.

Any request, declaration or other instrument or writing of the Owner of any Refunding Bond shall bind all future Owners of such Refunding Bond in respect of anything done or suffered to be done by the District or the Paying Agent in good faith and in accordance therewith.

**Section 9.04. Waiver of Personal Liability**. No Board member, officer, agent or employee of the District is individually or personally liable for the payment of the principal of or interest on the Refunding Bonds. Nothing herein contained relieves any such Board member, officer, agent or employee from the performance of any official duly provided by law.

Section 9.05. Non-Liability of County; Indemnification. Notwithstanding anything stated to the contrary in this Resolution, the Refunding Bonds are not a debt of the County, including its Board, officers, officials, agents and employees, and the

County, including its Board, officers, officials, agents and employees, has no obligation to repay the Refunding Bonds. Neither the County, nor its Board of Supervisors, nor any officer, official, agent or employee of the County, shall have any obligation or liability hereunder or in connection with the transactions contemplated hereby other than as specified in the Education Code. The Refunding Bonds, including the interest thereon, are payable solely from taxes levied under Section 15250 of the Education Code. The County has no responsibility and assumes no liability whatsoever arising from the expenditure of the proceeds of the Refunding Bonds by the District.

The County (including its officers, agents and employees) shall undertake only those duties of the County under this Resolution which are specifically set forth in this Resolution, and even during the continuance of an event of default with respect to the Refunding Bonds, no implied covenants or obligations shall be read into this Resolution against the County (including its officers, agents and employees).

The District further agrees to indemnify, defend and save the County (including its officers, agents and employees) harmless against any and all liabilities, costs, expenses, damages and claims which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith.

Section 9.06. Destruction of Canceled Refunding Bonds. Whenever in this Resolution provision is made for the surrender to the District of any Refunding Bonds which have been paid or canceled under the provisions of this Resolution, a certificate of destruction duly executed by the Paying Agent shall be deemed to be the equivalent of the surrender of such canceled Refunding Bonds and the District shall be entitled to rely upon any statement of fact contained in any certificate with respect to the destruction of any such Refunding Bonds therein referred to.

Section 9.07. Partial Invalidity. If any section, paragraph, sentence, clause or phrase of this Resolution is any reason be held illegal or unenforceable, such holding will not affect the validity of the remaining portions of this Resolution. The District hereby declares that it would have adopted this Resolution and each and every other section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Refunding Bonds pursuant thereto irrespective of the fact that any one or more sections, paragraphs, sentences, clauses, or phrases of this Resolution may be held illegal, invalid or unenforceable. If, by reason of the judgment of any court, the District is rendered unable to perform its duties hereunder, all such duties and all of the rights and powers of the District hereunder shall be assumed by and vest in the chief financial officer of the District in trust for the benefit of the Refunding Bond Owners.

Section 9.08. Execution of Documents. The Superintendent, the Assistant Superintendent - Business Services, the Clerk of the Board and any and all other officers of the District are each authorized and directed in the name and on behalf of the District to execute and deliver any and all certificates, requisitions, agreements, notices, consents, warrants and other documents, which they or any of them might deem necessary or appropriate in order to consummate the lawful issuance, sale and delivery of the Refunding Bonds. Whenever in this Resolution any officer of the District is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf if such officer is absent or unavailable.

Section 9.09. Effective Date of Resolution. from and after the date of its passage and adoption.	This Resolution shall take effect
* * * * * *	
PASSED AND ADOPTED by the Board of Tru School District on October 11, 2011, by the following vo	ustees of the Central Union High ote:

AYES:

NOES:

ABSENT:

#### **APPENDIX A**

#### FORM OF REFUNDING BOND

REGISTERED BOND NO	\$
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# **CENTRAL UNION HIGH SCHOOL DISTRICT**

(Imperial County, California)

### 2011 GENERAL OBLIGATION REFUNDING BOND

INTEREST RATE:% per annum	MATURITY DATE: August 1,	DATED AS OF: , 2011	CUSIP
REGISTERED OWNER:			
PRINCIPAL AMOUNT:			

The Central Union High School District (the "District"), located in Imperial County, California (the "County"), for value received, hereby promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon, calculated on a 30/360 day basis, until the Principal Amount is paid or provided for, at the Interest Rate stated above, such interest to be paid on February 1 and August 1 of each year, commencing February 1, 2012 (the "Interest Payment Dates"). This Bond will bear interest from the Interest Payment Date next preceding the date of authentication hereof, unless (a) it is authenticated as of a business day following the 15th day of the month immediately preceding any Interest Payment Date and on or before such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (b) it is authenticated on or before January 15, 2012, in which event it shall bear interest from the dated date. Principal, interest and redemption premium (if any) are payable in lawful money of the United States of America to the person in whose name this Bond is registered (the "Registered Owner") on the Bond registration books maintained by the Paying Agent, initially U.S. Bank National Association, at its corporate trust office in Los Angeles, California.

Principal hereof and any redemption premium hereon are payable upon presentation and surrender of this Bond at the principal corporate trust office of the Paying Agent. Interest hereon is payable by check mailed by the Paying Agent on each Interest Payment Date to the Registered Owner of this Bond by first-class mail at the address appearing on the Bond registration books at the close of business on the 15<sup>th</sup> day of the calendar month next preceding such Interest Payment Date (the "Record Date"); provided, however, that at the written request of the registered owner of Bonds

in an aggregate principal amount of at least \$1,000,000, which written request is on file with the Paying Agent before any Record Date, interest on such Bonds shall be paid on each succeeding Interest Payment Date by wire transfer in immediately available funds to such account of a financial institution within the United States of America as shall be specified in such written request.

This Bond is one of a series of \$\_\_\_\_\_\_ of Bonds issued for the purpose of raising money to refinance outstanding general obligation bond indebtedness of the District, issued under a resolution of the Board of Trustees of the District adopted on October 11, 2011 (the "Bond Resolution"). This Bond and the issue of which this Bond is a part are payable as to both principal and interest from the proceeds of the levy of ad valorem taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount.

The principal of and interest and redemption premium, if any, on this Bond does not constitute a debt of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents and employees thereof, and neither the County, the State of California, any of its political subdivisions, nor any of the officers, agents and employees thereof shall be liable hereon. In no event shall the principal of and interest and redemption premium, if any, on this Bond be payable out of any funds or properties of the District other than ad valorem taxes levied upon all taxable property in the District.

The Bonds of this issue are issuable only as fully registered Bonds in the denominations of \$5,000 or any integral multiple thereof. This Bond is exchangeable and transferable for Bonds of other authorized denominations at the principal corporate trust office of the Paying Agent, by the Registered Owner or by a person legally empowered to do so, upon presentation and surrender hereof to the Paying Agent, together with a request for exchange or an assignment signed by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. Any tax or governmental charges shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this Bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

The Bonds maturing on or before August 1, 20\_\_, are not subject to redemption before their respective stated maturities. The Bonds maturing on or after August 1, 20\_\_, are subject to redemption at the option of the District, in whole or in part among maturities on such basis as designated by the District and by lot within a maturity, from any available source of funds, on August 1, 20\_\_, and on any date thereafter, at a redemption price (expressed as a percentage of the principal amount of the Bonds to be redeemed) as set forth in the following table, together with accrued interest thereon to the date fixed for redemption.

Redemption Dates

Redemption Price

[if applicable: The Bonds maturing on August 1 in each of the years \_\_\_\_ and are Term Bonds which are subject to mandatory sinking fund redemption on

August 1 in each of the years and in the respective principal amounts as set forth in the following tables, at a redemption price equal to 100% of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption. If some but not all of the Term Bonds have been redeemed under the preceding paragraph, the aggregate principal amount of Term Bonds to be redeemed under this paragraph will be reduced on a pro rata basis as designated in written notice filed by the District with the Paying Agent.

# Mandatory Sinking Fund Redemption of Bonds Maturing August 1,

Mandatory Sinking Fund Redemption Date (August 1)

Principal Amount To be Redeemed

The Paying Agent shall give notice of the redemption of the Bonds at the expense of the District. Such notice shall specify: (a) that the Bonds or a designated portion thereof are to be redeemed, (b) the numbers and CUSIP numbers of the Bonds to be redeemed, (c) the date of notice and the date of redemption, (d) the place or places where the redemption will be made, and (e) descriptive information regarding the Bonds including the dated date, interest rate and stated maturity date. Such notice shall further state that on the specified date there shall become due and payable upon each Bond to be redeemed, the portion of the principal amount of such Bond to be redeemed, together with interest accrued to said date, the redemption premium, if any, and that from and after such date interest with respect thereto shall cease to accrue and be payable.

Notice of redemption shall be by registered or otherwise secured mail or delivery service, postage prepaid, to the registered owner of the Bonds, to a municipal registered securities depository and to a national information service that disseminates securities redemption notices and, by first class mail, postage prepaid, to the District and the respective Owners of any Bonds designated for redemption at their addresses appearing on the Bond registration books, in every case at least 30 days, but not more than 60 days, before the redemption date; provided that neither failure to receive such notice nor any defect in any notice so mailed shall affect the sufficiency of the proceedings for the redemption of such Bonds.

Neither the District nor the Paying Agent will be required: (a) to issue or transfer any Bond during a period beginning with the opening of business on the 15<sup>th</sup> calendar day next preceding either any Interest Payment Date or any date of selection of any Bond to be redeemed and ending with the close of business on the Interest Payment Date or a day on which the applicable notice of redemption is given, or (b) to transfer any Bond which has been selected or called for redemption in whole or in part.

Reference is made to the Bond Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the Bonds of this series, the rights, duties and obligations of the District, the Paying Agent and the Registered Owners, and the terms and conditions upon which the Bonds

are issued and secured. The owner of this Bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

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

This Bond shall be not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution (described on the reverse hereof) until the Certificate of Authentication below has been manually signed by the Paying Agent.

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

IN WITNESS WHEREOF, the Central Union High School District has caused this Bond to be executed by the facsimile signature of the President of its Board of Trustees, and attested by the facsimile signature of the Clerk of its Board of Trustees, all as of the date stated above.

#### CENTRAL UNION HIGH SCHOOL DISTRICT

		Ву	
			President Board of Trustees
Attest:			
	Clerk, Board of Trustees		

# **CERTIFICATE OF AUTHENTICATION**

This Bond is one of the Bonds described in the Bond Resolution referred to herein.
Date of Authentication:
U.S. BANK NATIONAL ASSOCIATION, as Paying Agent
ByAuthorized Signatory
FORM OF ASSIGNMENT
For value received, the undersigned do(es) hereby sell, assign and transfer unto
(Name, Address and Tax Identification or Social Security Number of Assignee)
the within Bond and do(es) hereby irrevocably constitute and appoint, attorney, to transfer the same on the registration books of the Bond Registrar, with full power of substitution in the premises.
Dated:
Signature Guaranteed:
Note: Signature(s) must be guaranteed by a an eligible guarantor institution.  Note: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

# CENTRAL UNION HIGH SCHOOL DISTRICT

DATE:	
DATE:	October 11, 2011
TO:	Board of Trustees
FROM:	C. Thomas Budde
SUBJECT	Γ: APPROVAL OF THE BOND PURCHASE AGREEMENT BETWEEN THE DISTRICT AND SOUTHWEST SECURITIES INC. RELATING TO THE 2011 GENERAL OBLIGATION REFUNDING BONDS
	<u>ACTION</u>
BACKGR Attached.	ROUND:
DISCUSSI	ION/ALTERNATIVE/CONCERNS:
<u>FINANCI</u>	AL IMPLICATIONS:
The Superin	REQUESTED: intendent recommends the Board approve the Bond Purchase Agreement between the d Southwest Securities Inc. relating to the 2011 General Obligation Refunding Bonds.

# \$\_\_\_\_\_CENTRAL UNION HIGH SCHOOL DISTRICT 2011 GENERAL OBLIGATION REFUNDING BONDS

#### **BOND PURCHASE AGREEMENT**

October 11,2011

Board of Trustees Central Union High School District El Centro, California

#### Ladies and Gentlemen:

The undersigned, on behalf of Southwest Securities Inc. (the "Underwriter"), offers to enter into this Bond Purchase Agreement (the "Purchase Agreement") with the Central Union High School District (the "District"), which, upon acceptance hereof by the District, will be binding upon the District and the Underwriter. This offer is made subject to the written acceptance of this Purchase Agreement by the District and delivery of such acceptance to us at our office prior to 11:59 p.m., California Time, on the date hereof.

- 2. **The Bonds**. The Bonds shall be dated their date of delivery, and shall otherwise be as described in, and shall be issued and secured pursuant to, the provisions of the resolution of the District, adopted on October 11, 2011 (the "Bond Resolution"), and Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code (the "Act"). The net proceeds of the Bonds will be used to refund the District's outstanding Series C Bonds and 2002 Bonds, as described in the hereinafter defined Official Statement (the "Prior Bonds").

The Bonds shall be executed and delivered under and in accordance with the provisions of this Purchase Agreement and the Bond Resolution. The Bonds shall be in book-entry form, shall bear CUSIP numbers, shall be in fully registered form initially, registered in the name of Cede & Co., as nominee of the Depository Trust Company, New York, New York.

- U.S. Bank National Association ("Paying Agent") shall serve as the initial authenticating agent, bond registrar, transfer agent, and paying agent for the Bonds pursuant to a paying agent agreement with respect to the Bonds, between the District and the Paying Agent.
- 3. **Redemption**. The Bonds shall be subject to redemption on the dates and in the amounts as set forth in Appendix B hereto. All other terms relating to the redemption of bonds and notices with respect thereto shall be as provided in the Bond Resolution.
- 4. **Use of Documents**. The District hereby authorizes the Underwriter to use, in connection with the offer and sale of the Bonds, this Purchase Agreement, an Official Statement (defined below), the Bond Resolution, and all information contained herein and therein and all of the documents, certificates, or statements furnished by the District to the Underwriter in connection with the transactions contemplated by this Purchase Agreement.
- 5. **Public Offering of the Bonds**. The Underwriter agrees to make a bona fide public offering of all the Bonds at the initial public offering price or yield to be set forth on the cover page of the Official Statement. Subsequent to such initial public offering, the Underwriter reserves the right to change such initial public offering price or yield as it deems necessary in connection with the marketing of the Bonds.

The Underwriter hereby represents to the District: (i) that as of the date of sale, all of the Bonds purchased were expected to be reoffered in a bona fide public offering; (ii) that as of the date of the certification, all of the Bonds purchased had actually been offered to the general public at the offering prices shown in Appendix A; and (iii) that the prices given in Appendix A are the maximum initial bona fide offering prices at which a substantial amount (at least 10%) of each maturity of the Bonds purchased was sold, or reasonably expected to be sold, to the general public.

The District acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Purchase Contract is an arm's-length commercial transaction between the District and the Underwriter, (ii) in connection with such transaction, the Underwriter is acting solely as a principal and not as an agent or a fiduciary of the District, (iii) the Underwriter has not assumed a fiduciary responsibility in favor of the District with respect to (A) the offering of the Bonds or the process leading thereto (whether or not the Underwriter has advised or is currently advising the District on other matters) or (B) any other obligation to the District except the obligations expressly set forth in this Purchase Contract and (iv) the District has consulted with its own legal and other professional advisors to the extent it deemed appropriate in connection with the offering of the Bonds.

6. **Review of Official Statement**. The Underwriter hereby represents that it has received and reviewed the Preliminary Official Statement with respect to the Bonds, dated \_\_\_\_\_\_\_, 2011 (the "Preliminary Official Statement"). The District represents that it deems the Preliminary Official Statement to be final, except for either revisions or additions to the offering price(s), interest rate(s), yield(s) to maturity, Underwriter's discount, aggregate principal amount, principal amount per maturity, delivery date, rating(s) and other terms of the Bonds which depend upon the foregoing as provided in and pursuant to Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the "Rule").

The Underwriter agrees that prior to the time the final Official Statement relating to the Bonds is available, the Underwriter will send to any potential purchaser of the Bonds, upon the request of such potential purchaser, a copy of the most recent Preliminary Official Statement.

Such Preliminary Official Statement shall be sent by first class mail (or other equally prompt means) not later than the first business day following the date upon which each such request is received.

The Underwriter hereby represents that it will provide, consistent with the requirements of Municipal Securities Rulemaking Board ("MSRB") Rule G-32, for the delivery of a copy of the Official Statement to each customer who purchases any Bonds during the underwriting period (as such term is defined in MSRB Rule G-11), and deliver a copy of the Official Statement to a national repository on or before the Closing Date, and that it will otherwise comply with all applicable statutes and regulations in connection with the offering and sale of the Bonds, including, without limitation, MSRB Rule G-32 and G-36 and 17 CFR Section 240.15c2-12, promulgated by the Securities and Exchange Commission ("Rule 15c2-12").

- 8. **Representations, Warranties and Agreements of the District**. The District hereby represents, warrants and agrees with the Underwriter that:
- (a) <u>Due Organization</u>. The District is a public instrumentality duly organized and validly existing under the laws of the State of California, with the power to issue the Bonds pursuant to the Act.
- (b) <u>Due Authorization</u>. (i) At or prior to the Closing, the District will have taken all action required to be taken by it to authorize the issuance and delivery of the Bonds; (ii) the District has full legal right, power and authority to enter into this Purchase Agreement, to adopt the Bond Resolution, to perform its obligations under each such document or instrument, and to carry out and effectuate the transactions contemplated by this Purchase Agreement and the Bond Resolution; (iii) the execution and delivery or adoption of, and the performance by the District of the obligations contained in the Bonds, the Bond Resolution, and this Purchase Agreement have been duly authorized and such authorization shall be in full force and effect at the time of the Closing; (iv) this Purchase Agreement, the Bonds and the Bond Resolution constitute valid and legally binding obligations of the District; and (v) the District has duly adopted the Bond Resolution and otherwise authorized the consummation by it of all transactions contemplated by this Purchase Agreement.
- (c) <u>Consents</u>. No consent, approval, authorization, order, filing, registration, qualification, election or referendum, of or by any court or governmental agency or public body whatsoever is required in connection with the issuance, delivery or sale of the Bonds or the consummation of the other transactions effected or contemplated herein or hereby. The District gives no representation or warranty with regard to compliance with Blue Sky or similar securities requirements.

- (d) <u>Internal Revenue Code</u>. The District has complied with the Internal Revenue Code of 1986, as amended, with respect to the Bonds.
- (e) No Conflicts or Defaults. The issuance of the Bonds, and the execution, delivery and performance of this Purchase Agreement, the Bond Resolution and the Bonds, and the compliance with the provisions hereof, do not conflict with or constitute on the part of the District a violation of or material default under the Constitution of the State of California or any existing law, charter, ordinance, regulation, decree, order or resolution and do not conflict with or result in a violation or breach of, or constitute a material default under, any agreement, indenture, mortgage, lease or other instrument to which the District is a party or by which it is bound or to which it is subject. The District is not currently in default under any agreement or other instruments relating to indebtedness or borrowed money or other material agreements.
- Litigation. As of the time of acceptance hereof no action, suit, proceeding, hearing or investigation is pending or, to the best knowledge of the District, threatened against the District: (i) in any way affecting the existence of the District or in any way challenging the respective powers of the several offices or of the title of the officials of the District to such offices; or (ii) seeking to restrain or enjoin the sale, issuance or delivery of any of the Bonds, the application of the proceeds of the sale of the Bonds, or the collection of revenues or assets of the District pledged or to be pledged or available to pay the principal of and interest on the Bonds, or the pledge thereof, or the levy of any taxes contemplated by the Bond Resolution or in any way contesting or affecting the validity or enforceability of the Bonds, this Purchase Agreement or the Bond Resolution or contesting the powers of the District or the Bond Resolution or this Purchase Agreement; or (iii) in which a final adverse decision could (a) materially adversely affect the finances or operations of the District or the consummation of the transactions contemplated by this Purchase Agreement or the Bond Resolution, (b) declare this Purchase Agreement to be invalid or unenforceable in whole or in material part, or (c) adversely affect the exclusion of the interest paid on the Bonds from gross income for federal income tax purposes and the exemption of such interest from California personal income taxation.
- (g) No Other Debt. Between the date hereof and the Closing, without the prior written consent of the Underwriter, the District will not have issued in the name and on behalf of the District any bonds, notes or other obligations for borrowed money except for such borrowings as may be described in or contemplated by the Official Statement.
- (h) <u>Non-Arbitrage Certificate</u>. The District has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that the District is a bond issuer whose Non-Arbitrage Certificates may not be relied upon.
- (i) <u>Certificates</u>. Except as specifically provided, any certificates signed by any officer of the District and delivered to the Underwriter shall be deemed a representation and warranty by the District to the Underwriter, but not by the person signing the same, as to the statements made therein.
- (j) <u>Continuing Disclosure</u>. The District shall undertake, pursuant to the Bond Resolution and a Continuing Disclosure Certificate (the "Continuing Disclosure Certificate"), to provide certain annual financial information and notices of the occurrence of certain events, if material. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement. The District has never failed to comply in all material respects with any previous undertakings with regard to said Rule to provide annual reports or notices of material events with respect to the last five years.

- (k) Official Statement Accurate and Complete. The Preliminary Official Statement, at the date thereof and as of the date hereof, did not and does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. At the date hereof and on the Closing Date, the final Official Statement did not and will not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The District makes no representation or warranty as to the information contained in or omitted from the Preliminary Official Statement or the Final Official Statement in reliance upon and in conformity with information furnished in writing to the District by or on behalf of the Underwriter through a representative of the Underwriter specifically for inclusion therein.
- 9. **Underwriter Representations, Warranties and Agreements**. The Underwriter represents, warrants to and agrees with the District that, as of the date hereof and as of the Closing Date:
  - (a) The execution and delivery hereof and the consummation of the transactions contemplated hereby does not and will not violate any of the prohibitions set forth in Rule G-37 promulgated by the Municipal Securities Rulemaking Board (the "MSRB");
  - (b) All reports required to be submitted to the MSRB pursuant to Rule G-37 have been and will be submitted to the MSRB;
  - (c) The Underwriter has not paid or agreed to pay, nor will it pay or agree to pay, any entity, company, firm, or person (including, but not limited to the Issuer's Municipal Financing Consultant, or any officer, agent or employee thereof), other than a bona fide officer, agent or employee working for Underwriter, any compensation, fee, gift or other consideration contingent upon or resulting from the award of or entering into this Purchase Agreement; and
  - (d) The Underwriter agrees to provide to the District written notice of the commencement of the period specified in Section 10 (d) hereof.
  - (e) The Underwriter is duly authorized to execute this Purchase Agreement and to take any action under the Purchase Agreement required to be taken by it;
  - (f) The Underwriter has, and has had, no financial advisory relationship with the District with respect to the Bonds, and no investment firm controlling, controlled by or under common control with the Underwriter has or has had any such financial advisory relationship, within the meaning of California Government Code Section 53590, or otherwise; and
  - (g) The Underwriter has reasonably determined that the District's undertaking to provide continuing disclosure with respect to the Bonds pursuant to Section 8(j) hereof is sufficient to effect compliance with the Rule.
- 10. Covenants of the District. The District covenants and agrees with the Underwriter that:

- (a) <u>Securities Laws</u>. The District will furnish such information, execute such instruments, and take such other action in cooperation with, and at the expense of, the Underwriter if and as the Underwriter may reasonably request in order to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions, provided, however, that the District shall not be required to consent to service of process in any jurisdiction in which they are not so subject as of the date hereof;
- (b) Official Statement. The District hereby agrees to deliver or cause to be delivered to the Underwriter, not later than the seventh (7th) business day following the date this Purchase Agreement is signed, copies of a final Official Statement substantially in the form of the Preliminary Official Statement, with only such changes therein as shall have been accepted by the Underwriter and the District (such Official Statement with such changes, if any, and including the cover page and all appendices, exhibits, maps, reports and statements included therein or attached thereto being called the "Official Statement") in such reasonable quantities as may be requested by the Underwriter not later than five (5) business days following the date this Purchase Agreement is signed, in order to permit the Underwriter to comply with paragraph (b)(4) of the Rule and with the rules of the Municipal Securities Rulemaking Board. The District hereby authorizes the Underwriter to use and distribute the Official Statement in connection with the offering and sale of the Bonds;
- (c) <u>Subsequent Events</u>. The District hereby agrees to notify the Underwriter of any event or occurrence that may affect the accuracy or completeness of any information set forth in the official Statement relating to the District until the date which is ninety (90) days following the Closing;
- (d) Amendments to Official Statement. For a period of ninety (90) days after the end of the Underwriting Period (as determined in accordance with Section 16, hereof), the District will not adopt any amendment of or supplement to the Official Statement to which, after having been furnished with a copy, the Underwriter shall reasonably object in writing or which shall be disapproved by the Underwriter; and if any event relating to or affecting the District shall occur as a result of which it is necessary, in the opinion of the Underwriter, to amend or supplement the Official Statement in order to make the Official Statement not misleading in light of the circumstances existing at the time it is delivered to a purchaser, the District shall forthwith prepare and furnish (at the expense of the District) a reasonable number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to the Underwriter) which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to a purchaser, not misleading; and
- (e) Application of Proceeds. The District will apply the proceeds from the sale of the Bonds for the purposes specified in the Bond Resolution.
- 11. **Conditions to Closing**. The Underwriter has entered into this Purchase Agreement in reliance upon the representations and warranties of the District contained herein and the performance by the District, of its obligations hereunder, both as of the date hereof and as of the date of Closing. The Underwriter's obligations under this Purchase Agreement are and

shall be subject at the option of the Underwriter, to the following further conditions at the Closing:

- (a) Representations True. The representations and warranties of the District contained herein shall be true, complete and correct at the date hereof and at and as of the Closing, as if made at and as of the Closing, and the statements made in all certificates and other documents delivered to the Underwriter at the Closing pursuant hereto shall be true, complete and correct on the date of the Closing; and the District shall be in compliance with each of the agreements made by it in this Purchase Agreement;
- (b) Obligations Performed. At the time of the Closing, (i) the Official Statement, this Purchase Agreement, and the Bond Resolution shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by us; (ii) all actions under the Act which, in the opinion of Jones Hall, A Professional Law Corporation, bond counsel ("Bond Counsel"), shall be necessary in connection with the transactions contemplated hereby, shall have been duly taken and shall be in full force and effect; and (iii) the District shall perform or have performed all of its obligations required under or specified in the Bond Resolution, this Purchase Agreement or the Official Statement to be performed at or prior to the Closing;
- (c) Adverse Rulings. No decision, ruling or finding shall have been entered by any court or governmental authority since the date of this Purchase Agreement (and not reversed on appeal or otherwise set aside), or to the best knowledge of the District, pending or threatened which has any of the effects described in Section 8(f) hereof or contesting in any way the completeness or accuracy of the Official Statement;
- (d) <u>Marketability Between the Date Hereof and the Closing</u>. The market price or marketability or the ability of the Underwriter to enforce contracts for the sale of the Bonds, at the initial offering prices set forth in the Official Statement, shall not have been materially adversely affected by reason of any of the following:
  - (1) legislation enacted or introduced in the Congress or recommended for passage by the President of the United States, or a decision rendered by a court established under Article III of the Constitution of the United States or by the United States Tax Court, or an order, ruling, regulation (final, temporary or proposed) or official statement issued or made:
  - (i) by or on behalf of the United States Treasury Department or by or on behalf of the Internal Revenue Service, with the purpose or effect, directly or indirectly, of causing inclusion in gross income for purposes of federal income taxation of the interest received by the owners of the Bonds; or
  - (ii) by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction over the subject matter thereof, to the effect that the Bonds, or obligations of the general character of the Bonds, including any and all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended;

- (2) the declaration of war or engagement in major military hostilities by the United States or the occurrence of any other national emergency or calamity affecting the operation of the government or the financial community in the United States:
- (3) the declaration of a general banking moratorium by federal, New York or California authorities, or the general suspension of trading on any national securities exchange;
- (4) the imposition by the New York Stock Exchange, other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Bonds, or obligations of the general character of the Bonds, or securities generally, or the material increase of any such restrictions now in force;
- (5) an order, decree or injunction of any court of competent jurisdiction, or order, filing, regulation or official statement by the Securities and Exchange Commission, or any other governmental agency issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, as contemplated hereby or by the Official Statement, is or would be in violation of the federal securities laws, as amended and then in effect;
- (6) the withdrawal or downgrading of any rating of the District's outstanding indebtedness by a national rating agency; or
- (7) any event occurring, or information becoming known, which makes untrue in any material adverse respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.
- (e) <u>Delivery of Documents</u>. At or prior to the date of the Closing, the Underwriter shall receive two copies of the following documents in each case dated as of the Closing Date and satisfactory in form and substance to the Underwriter:
  - (1) <u>Bond Opinion and Reliance Letter</u>. An approving opinion of Bond Counsel, as to the validity and tax-exempt status of the Bonds, dated the date of the Closing, addressed to the District; a reliance letter from Bond Counsel to the effect that the Underwriter may rely upon the approving opinion described above;
  - (2) <u>Supplemental Opinion</u>. A supplemental opinion of Bond Counsel in form and substance satisfactory to the Underwriters, dated the Closing Date and addressed to the District and the Underwriters, to the effect that:
    - (i) the description of the Bonds and the security for the Bonds and statements in the Official Statement on the cover page thereof and under the captions "INTRODUCTION", "THE REFUNDING BONDS" (excluding any and all information contained under the subheading "-Book-Entry Only System"), and "TAX MATTERS," to the extent they

purport to summarize certain provisions of the Bond Resolution, the Continuing Disclosure Certificate and California law or federal law, fairly and accurately summarize the matters purported to be summarized therein;

- (ii) assuming due authorization, execution and delivery by all the parties thereto, the Continuing Disclosure Certificate and this Purchase Agreement have each been duly authorized, executed and delivered by the respective parties thereto and constitute legal, valid and binding obligations of the District and are enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting generally the enforcement of creditors' rights and except as their enforcement may be subject to the application of equitable principles and the exercise of judicial discretion in appropriate cases if equitable remedies are sought; and
- (iii) the Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended, and the Bond Resolution is exempt from qualification as an indenture pursuant to the Trust Indenture Act of 1939, as amended.
- (3) <u>Disclosure Counsel Opinion</u>. A letter, dated the Closing Date and addressed to the Underwriter, of Jones Hall, to the effect that, without having undertaken to determine independently the accuracy or completeness of the statements contained in the Official Statement, but on the basis of their participation in conferences with representatives of the District, the Underwriter and others, and their examination of certain documents, nothing has come to their attention which has led them to believe that the Official Statement as of its date and as of the Closing Date contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except that no opinion or belief need be expressed as to any financial or statistical data contained in the Official Statement);
- (4) <u>Certificates of the District</u>. A certificate signed by an appropriate official of the District to the effect that (i) such official is authorized to execute this Purchase Agreement, (ii) the representations, agreements and warranties of the District herein are true and correct as of the date of Closing, (iii) the District has complied with all the terms of the Bond Resolution and this Purchase Agreement to be complied with by the District prior to or concurrently with the Closing and such documents are in full force and effect, (iv) such official has reviewed the Official Statement and on such basis certifies that the Official Statement does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading, and (v) the Bonds being delivered on the date of the Closing to the Underwriter under this Purchase Agreement substantially conform to the descriptions thereof contained in the Bond Resolution;
- (5) <u>Arbitrage</u>. A nonarbitrage certificate of the District in form satisfactory to Bond Counsel;

- (6) <u>Bond Resolution</u>. A certificate, together with fully executed copies of the Bond Resolution, of the Clerk of the District's Governing Board to the effect that:
  - (i) such copies are true and correct copies of the Bond Resolution; and
  - (ii) the Bond Resolution was duly adopted and has not been modified, amended, rescinded or revoked and is in full force and effect on the date of the Closing;
- (7) Official Statement. Certificates of the appropriate officials of the District evidencing their determinations respecting the Preliminary Official Statement in accordance with the Rule;
- (8) <u>Continuing Disclosure Certificate.</u> The Continuing Disclosure Certificate, duly executed by the District.
- (9) <u>Escrow Agreement</u>. An executed copy of the Escrow Agreement, by and between the District and U.S. Bank National Association, relating to the defeasance of the Prior Bonds.
- (10) <u>Verification Report</u>. A verification report of Grant Thornton, Certified Public Accountants, verifying the sufficiency of the escrow fund established under the Escrow Agreement.
- (11) <u>Ratings</u>. Evidence that the Bonds have been rated "\_\_\_\_" by Moody's and that such rating has not been withdrawn or downgraded.
- (12) <u>Underwriter's Certifications</u>. At or before Closing, and contemporaneously with the acceptance of delivery of the Bonds and the payment of the purchase price thereof, the Underwriter will provide to the District:
  - (i) The receipt of the Underwriter, in form satisfactory to the District and signed by an authorized officer of the Underwriter, accepting delivery of the Bonds to the Underwriter and receipt of all documents required by the Underwriter, and the satisfaction of all conditions and terms of this Purchase Agreement by the District, and confirming to the District that as of the Closing Date all of the representations of the Underwriter contained in this Purchase Agreement are true, complete and correct in all material respects.
  - (ii) The certification of the Underwriter, in form satisfactory to Bond Counsel, regarding the prices at which the Bonds have been reoffered to the public, as described in Section 5 hereof.
- (13) Other Documents. Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter may reasonably request to evidence compliance (i) by the District with legal requirements, (ii) the truth and accuracy, as of the time of Closing, of the representations of the District herein contained, (iii) the truth and accuracy, as of the time of Closing, of the Official Statement

and (iv) the due performance or satisfaction by the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the District.

(f) <u>Termination</u>. Notwithstanding anything to the contrary herein contained, if for any reason whatsoever the Bonds shall not have been delivered by the District to the Underwriter prior to the close of business, California Time, on \_\_\_\_\_\_, 2011, then the obligation to purchase Bonds hereunder shall terminate and be of no further force or effect.

If the District shall be unable to satisfy the conditions to the Underwriter's obligations contained in this Purchase Agreement or if the Underwriter's obligations shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement may be canceled by the Underwriter at, or at any time prior to, the time of Closing. Notice of such cancellation shall be given, to the District in writing, or by telephone or telegraph, confirmed in writing. Notwithstanding any provision herein to the contrary, the performance of any and all obligations of the District hereunder and the performance of any and all conditions contained herein for the benefit of the Underwriter may be waived by the Underwriter in writing at its sole discretion.

- 12. **Conditions to Obligations of the District**. The performance by the District of their obligations is conditioned upon (i) the performance by the Underwriter of its obligations hereunder; and (ii) receipt by the District and the Underwriter of the opinion and certificates being delivered at the Closing by persons and entities other than the District.
- 13. **Costs and Expenses**. The District shall pay all costs and expenses incurred in the issuance and sale of the Bonds, including but not limited to the fees and expenses of Bond Counsel and the financial adviser, the cost of the printing and distribution of the Official Statement, fees of Underwriter's counsel, and initial fees and expenses of the Paying Agent and Escrow Bank.

All out-of-pocket expenses of the Underwriter, including the California Debt and Investment Advisory Commission fee, travel (except in connection with securing a rating on the Bonds) and other expenses (except as provided above), shall be paid by the Underwriter.

- 14. **Notices**. Any notice or other communication to be given under this Purchase Agreement (other than the acceptance hereof as specified in the first paragraph hereof) may be given by delivering the same in writing if to the District, to the Superintendent (or Superintendent's designee), Central Union High School District, 351 Ross Avenue, EL Centro, CA 92243, or if to the Underwriter, Southwest Securities Inc., 2533 S. Coast Highway, Suite 210, Cardiff by the Sea, California 92007.
- 15. Parties in Interest; Survival of Representations and Warranties. This Purchase Agreement when accepted by the District in writing as heretofore specified shall constitute the entire agreement among the District and the Underwriter. This Purchase Agreement is made solely for the benefit of the District and the Underwriter (including the successors or assigns of the Underwriter). No person shall acquire or have any rights hereunder or by virtue hereof. All the representations, warranties and agreements of the District in this Purchase Agreement shall survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of and payment by the Underwriter for the Bonds hereunder, and (c) any termination of this Purchase Agreement.
- 16. **Determination of End of the Underwriting Period**. For purposes of this Purchase Agreement, the "end of the underwriting period" for the Bonds shall mean the earlier

- of (a) the day of the Closing unless the District has been notified in writing by the Underwriter, on or prior to the day of the Closing, that the "end of the underwriting period" for the Bonds for all purposes of Rule 15c2-12 of the Securities and Exchange Act of 1934 (the "Rule") will not occur on the day of the Closing, or (b) the date on which notice is given to District pursuant to clause (a) above that the "end of the underwriting period" for the Bonds will not occur on the day of the Closing.
- 17. **Severability**. In the event any provision of this Purchase Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- 18. **Nonassignment**. Notwithstanding anything stated to the contrary herein, neither party hereto may assign or transfer its interest herein, or delegate or transfer any of its obligations hereunder, without the prior written consent of the other party hereto.
- 19. **Entire Agreement**. This Purchase Agreement, when executed by the parties hereto, shall constitute the entire agreement of the parties hereto (including their permitted successors and assigns, respectively).
- 20. **Execution in Counterparts**. This Purchase Agreement may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute but one and the same document.

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

Very truly yours,

SOUTHWEST SECURITIES INC.

By:

Authorized Officer

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

CENTRAL UNION HIGH SCHOOL DISTRICT

By: \_\_\_\_\_\_Authorized Officer
Time of Execution: \_\_\_\_\_

## APPENDIX A

## **Maturity Schedule**

<b>Maturity Date</b>	Principal	Coupon		
(August 1)	Amount	Rate	Yield	Price

#### **APPENDIX B**

## **REDEMPTION TERMS**

# CENTRAL UNION HIGH SCHOOL DISTRICT

DATE:	October 11, 2011
TO:	Board of Trustees
FROM:	C. Thomas Budde
SUBJECT:	APPROVAL OF THE PROPOSED BEVERAGE PROVIDER AGREEMENT BETWEEN THE DISTRICT AND DR PEPPER SNAPPLE GROUP INC.
	ACTION
BACKGRO Proposed ag	DUND: greement is attached.
DISCUSSIO	ON/ALTERNATIVE/CONCERNS:
<u>FINANCIA</u>	AL IMPLICATIONS:
The Superin	REQUESTED: attendent recommends the Board approve the proposed Beverage Provider Agreement District and Dr. Pepper Snapple Group Inc. for a term of five years effective 2011.
ACTION:	MOTION: SECOND: AYES: NOES: ABSTENTIONS:

#### **Beverage Provider Agreement**

Beverage Provider Agreement ("Agreement") made and entered into effective this October 9th, 2011, by and between Central Union High School District ("School") at 351 W. Ross Avenue El Centro CA. 92243 and the Dr Pepper Snapple Group Inc. ("Company"), having its principal local place of business at 3220 E. 26<sup>th</sup> St. Los Angeles, CA. 90058

In consideration of the mutual covenants and agreements herein contained, the parties do agree as follows:

#### 1. Definitions.

- 1.1. "Advertisement Mediums" means all locations at, in or on signs, electronic message boards, scoreboards, athletic facilities including activities centers, athletic programs, concessions, cups and such other mediums as are mutually agreed upon by the parties hereto.
- 1.2. "Beverages" means all soft drinks, carbonated and noncarbonated, including isotonic beverages (ready to drink and powdered), bottled water, ready-to-drink tea and juice products.
  - 1.3. "Contract Year" means each twelve (12) month period commencing on October 9<sup>th</sup>, 2011.
- 1.4. "Events" means all events and/or meetings associated with or conducted in connection with School, including, without limitation, PTA groups and any organizations sponsored by School. (excluding Booster Clubs)
- 1.5. "Marks" means "Dr Pepper" and "Seven Up," the Dr Pepper and Seven Up designs, the Dr Pepper and Seven Up marks, and any other trademarks owned and/or approved for use by Company.
- 1.6. "Territory" means all School existing or future campuses, facilities, food service areas and concessions.
- 2 <u>TERMS:</u> Beverage Provider shall have the rights provided herein for a term of five (5) years, beginning <u>October 9<sup>th</sup>, 2011 ("Term")</u>.
  - 2.1 <u>Installation and Service</u>. Such Machines shall remain and/or be installed by Company at its expense, and shall be placed, and maintained by Company so as to ensure that such Machines are kept in good working order and condition, are clean and sanitary. The vending machines will self-filled by employees of the Canyon Unified School District. The Machines must remain operable during school hours and during all school functions as allowed by law. The Machines shall not be disengaged or "powered down" as a means of

disciplining the student body in any way. As to any new facility, the location and number of Machines will be no less in number and comparable in position to an existing and comparable grade or school.

- 2.2 <u>Service Personnel</u>. Company's service personnel shall at all times be dressed in service uniforms and shall observe all regulations in effect in the Territory. School shall furnish to Company's service personnel necessary identification passes required for entrance to or exit from the sites within the Territory which contain a Machine.
- 2.3 <u>Beverage Provider Exceptions.</u> School and Company hereby agree that during the period agreement term Company shall be the sole and exclusive supplier of Beverages sold in or through Beverage Providers machines. Company shall provide for School's use all equipment ("Equipment") necessary for the proper dispensing of the Beverages at no cost to School. School allows Beverage Provider to place a minimum of 24 vending machines in mutually agreed upon locations as required to meet Beverage availability needs on Campus and 13 manual coolers in the School student store and will permit Beverage Provider to place additional vending machines or coolers in addition to the minimum number stated above to meet demand for Beverages on Campus;
- 3. Other Considerations: Beverage provider shall provide the following to Central Union High School District.
  - 3.1 75 annual free cases of .5 liter water or 12oz cans (approximate \$500 annual value)
  - 3.2 Company-loaned coolers and vending equipment

Vendors: Minimum 24 self-fill

Coolers: Minimum of 13 manual coolers

Equipment allocation breakdown

Desert Oasis High School 1302 South 3<sup>rd</sup> Street El Centro CA. 92243 3-self-fill vendors

#### Central High School

100 Brighton Avenue El Centro CA. 92243 6-Coolers (2 Door coolers) 10-self-fill vendors

#### Southwest High School

2001 Ocotillo Drive El Centro CA. 92243 6 Coolers (Full Size 2 doors) 1 Cooler (GDM10) 11 self--fill vendors

- 4. School agrees to offer a wide variety of Beverage Provider's Products to school students during all hours and at all locations in the Schools, except where not permitted by federal or state regulations except for teachers' lounges and extracurricular activities, at which carbonated and noncarbonated Products shall be offered. School represents and warrants that current the School will abide by all federal and state regulations regarding the sale of Beverage Provider products to students.
- 5. <u>Use of Marks</u>. Except as provided in this Agreement, School shall not have the right to use the Marks, in whole or in part, as part of its name or a trading-name, and School shall not use the Marks in whole or in part, without the prior written consent of Company.

#### 6. Ownership of the Marks.

- 6.1. School acknowledges that the Marks have acquired goodwill and secondary meaning with the public. School acknowledges that it will not acquire any ownership rights in the Marks by reason of this Agreement. School will not at any time do, or knowingly permit to be done, any act or thing which would in any way impair the rights of Company in and to the Marks, which would affect the validity of the Marks or which would depreciate the value of said Marks or their reputation. School agrees that its use of the Marks shall inure to the benefit of Company.
- 6.2. School agrees never to challenge the ownership of the Marks or any application for registration thereof.
- 7. Ownership. School acknowledges that all Machines and all Equipment are the sole property of Company, and that nothing in this Agreement or in the relationship between the parties will give School any proprietary interest in such Machines or Equipment. Further, upon the termination of the licenses granted herein, Company shall be entitled to remove all Machines, related inventory and Equipment without liability for such removal. Any marquee boards, scoreboards or electronic message boards provided by or acquired with funds provided by Company during the term of this Agreement or during the term of any prior agreement between the parties shall be owned and maintained by School throughout the term hereof.
- 8. <u>Assignment</u>. This Agreement shall not be assigned by either party without the prior written consent of the other party.

#### 9. <u>Termination and Continuation</u>.

9.1. This Agreement shall commence as of October 9<sup>th</sup>, 2011 and shall continue for a period of five (5) continuous years, ending on October 8<sup>th</sup>, 2016 unless otherwise terminated as provided herein.

- 9.2 If either party defaults and/or breaches its performance of any obligations provided for in this Agreement, the other party may terminate this Agreement by giving written notice of default unless such default and/or breach is cured within thirty (30) days from the date of notice. If the default and/or breach are not cured within said thirty (30) day period, this Agreement shall be automatically terminated at the expiration of said thirty (30) days.
- 9.3. Upon termination or expiration of this Agreement, School thereafter shall immediately cease and desist from all use of the Marks in any way except for existing advertising. Furthermore, School will at no time during and after termination of this Agreement adopt or use, without Company's prior written consent, any work, mark or design which is similar to or likely to be confused with the Marks. This restriction shall survive termination of this Agreement.

#### 10. Force Majeure.

- 10.1 If the performance of any term or provision of this Agreement by Company or School is prevented, hindered or delayed by reason of an act of God, war, strike or insurrection beyond the control of the parties ("Force Majeure"), the party affected shall be excused from such performance on a reasonable and equitable basis to the extent that any such cause prevents or delays its performance.
- 10.2. The party claiming to be affected by any such event shall give detailed written notice to the other parties within a reasonable time after the happening thereof of the nature and extent of any Force Majeure and shall not become operational unless such written notice has been given.
- 11. <u>Governing Law</u>. This Agreement, and all disputes and actions arising herefrom, shall be governed by and construed in accordance with the laws of the State of California, and jurisdiction and venue for any action arising hereunder shall be in any state or federal court located in Los Angeles County. The parties hereby consent to the personal jurisdiction of such court within the Los Angeles County.

#### 12. Severability and Waiver.

- 12.1. In the event that any one or more provisions of this Agreement shall be declared to be illegal or unenforceable under any law, rule or regulation of any government having jurisdiction over the parties hereto, such illegality or unenforceability shall not invalidate the other provisions hereof and the parties hereto shall agree upon a modification of this Agreement with respect to such illegal or unenforceable provisions to eliminate such invalidity or unenforceability; provided, however, if such illegality or unenforceability affects the validity of the Marks, Company may terminate this Agreement upon written notice to School.
- 12.2. No contemporaneous or subsequent representations, warranties, agreements or consents shall waive, modify or amend this Agreement unless made by an instrument in

writing and executed by the parties hereto. Failure of a party to enforce one or more of the provisions of this Agreement or to exercise any option or rights hereunder or to require at any time performance of any of the obligations hereto shall not be construed to be a waiver of such provisions by such party nor to, in any way, affect the validity of this Agreement, nor to preclude such party from taking any other action at any time which it would legally be entitled to take.

- 13. Entire Agreement. This instrument contains the entire agreement between the parties hereto and supersedes any other agreements between Company and any schools within the Territory. There are no agreements, oral or written, which are not expressly included herein. All prior agreements between the parties written and oral are terminated on execution of this Agreement. The terms and provisions of this Agreement shall not be altered, amended, waived, modified or terminated, except by agreement in writing, signed by the parties.
- 14. <u>Notices</u>. All notices, statements and other communication required under this Agreement shall be given in writing. Notices (including the notice of change of a party's address) shall be deemed given if personally delivered when sent by registered mail, postage prepaid, to the respective party at the address set forth above.

#### If to Beverage Provider:

Dr Pepper Snapple Group, Inc. 3220 East 26<sup>th</sup> St Vernon, CA 90023

Attention: Michael Van Schoonhoven, Cold Drink Manager

Mike Hart, Regional Sales Manager

Bob Presley, District Manager of Imperial Valley

#### District:

Central Union High School District 351 W. Ross Avenue El Centro, CA. 92243 Attention: Melinda Rogers

- 15. <u>Binding Effect</u>. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.
- 16. Attorney's Fees. The prevailing party in any cause of action brought hereunder, pursuant hereto or in connection herewith, including, without limitation, any action for declaratory or equitable relief to the extent permitted by state law shall be entitled to recover from the nonprevailing party reasonable attorney's fees, expenses and costs of suit incurred by the prevailing party in such action.

- 17. <u>Headings</u>. The headings contained herein are for convenience and reference only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement.
- 18. Other Instruments. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the intent of this Agreement.
- 19. <u>Survival of Covenants, Representations and Warranties</u>. All covenants, representations, warranties, and agreements of the parties shall survive execution and delivery of this Agreement and shall continue until such time as all the obligations of the parties hereto shall have lapsed in accordance with their respective terms or shall have been discharged in full.
- 20. <u>Indemnification and Liability</u>. Company shall indemnify and hold harmless School and its Board of Directors, officers, agents employees and attorneys from all suits, actions, losses, damages, claims or liability of any character, type or description, including attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by acts, directly or indirectly, of Company or its agents or employees, in the execution or performance of this contract. School shall indemnify and hold harmless Company and its Board of Directors, officers, agents employees and attorneys from all suits, actions, losses, damages, claims or liability of any character, type or description, including attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by acts, directly or indirectly, of School or its agents or employees, in the execution or performance of this contract.

Beverage Provider: Dr. Pepper Snapple Group, Inc.	School: Central Union High School District
By:	Ву:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

#### Schedule A

#### Beverage Price Structure

#### **EXHIBIT A**

Direct Delivery Sodexo Pricing

#### The following items are legislative compliant as of 3/2011

High School and Middle Schools

Snapple 100% Juice 11.5oz \$12.00 case-24 \$1.20 CRV

Orange Mango Fruit Punch Melon Berry

Grape

High Schools

20oz All Sport Quenchers, \$12.99/case-24pk, CRV \$1.20

Fruit Punch

Lemon Lime

Blue Ice Raspberry

Orange

All Schools

All Deja Blue water \$6.75/case

20oz 24 pack \$1.20 CRV

16.9 24 pack \$1.20 CRV

1liter 12 Pack \$.60 CRV

1.5 liter 12 Pack \$.60 CRV

All Schools

1/2 liter Fiji water, \$17.75/case-24pk, \$1.20 CRV

#### The following items are to be sold before or after school, or at weekend events per code

#### Sunny Delight 16oz Plastic 12 packs \$10.50

Fruit Punch Lemon Lime Orange

Orange Carrot Orange Mango

Orange Peach

Orange Strawberry

Raspberry Lemonade

#### Snapple 16oz plastic \$16.50/case-24pk \$1.20 CRV

Peach

Diet Peach

Mango Madness

Lemon

Kiwi Strawberry

#### Arizona Tea \$.99 pre priced 23oz cans \$15.50 24pk

Fruit Punch Grape-ade Kiwi Strawberry

Mucho Mango Watermelon RX Energy

Sweet Tea Cranberry Green Tea Georgia Pch

Raspberry Tea Black and White Tea

#### 12oz Cans, \$7.00/case-24pk CRV \$1.20

Diet 7-Up	Squirt	Diet Rite Cola
Diet Cherry 7-Up	Diet Squirt	Diet Rite Red Raspberry
RC Diet Cola	Cactus Cooler	Diet Rite Tangerine
A&W Root beer diet	Sunny Delight	Diet Rite Cherry Cola
DT A&W Cream Soda	Country Time Lmn	Hawaiian Punch
Sunkist Orange Diet	Sunkist Lemonade	Canada Dry Ginger Ale
Welch's Strawberry	Sun Drop Squirt	
	Diet Cherry 7-Up RC Diet Cola A&W Root beer diet DT A&W Cream Soda Sunkist Orange Diet	Diet Cherry 7-Up RC Diet Cola A&W Root beer diet DT A&W Cream Soda Sunkist Orange Diet  Diet Squirt Cactus Cooler Sunny Delight Country Time Lmn Sunkist Lemonade

#### 20 oz Carbonated PET bottles, \$16.10/case-24pk CRV \$1.20

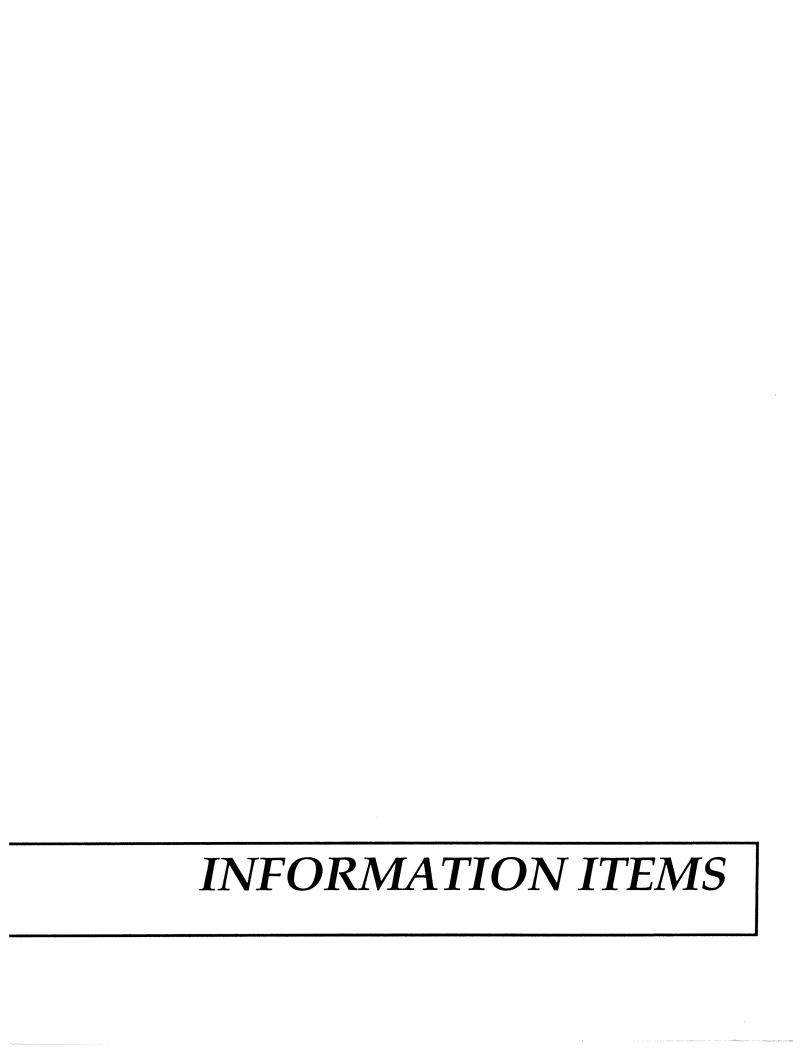
20 02 Carbonated 1 1	GT DOLLICS, GTO-TO/CUS	C-24ph City 51.20	
7-Up	Diet 7-up	RC Cola	RC Cherry Cola
A&W Root Beer	A&W Diet Root Beer	A&W Cream	Country Time Lemonade
Squirt	Diet Squirt	Sunkist Orange	Sunkist Orange Diet
Cactus Cooler	Sunkist Lemonade	Welch's Grape	Welch's Strawberry
Big Red	Big Blue	Hawaiian Punch	
Canada Dry	Ginger Ale	Diet CD Ginger Ale	

#### ½ liter Penafiel soda Pet bottles, \$10.00/case-24pk, \$1.20 CRV

Mandarin Orange Strawberry Apple Cream Grapefruit Natural Agua Mineral

• All non-compliant products must be sold during non-school hours in compliance with state and federal regulations applicable at the time of sale

<sup>\*</sup> Prices are subject to annual increase based on current economic indexes



# **CENTRAL UNION HIGH SCHOOL DISTRICT**

DATE: October 11, 2011

TO: C. Thomas Budde, Superintendent

FROM: Merritt Merten, Accountant

**SUBJECT:** MONTHLY BUDGET REPORT AND CASH FLOW REPORT

# **INFORMATION**

#### **BACKGROUND:**

The attached reports are in response to the boards request for monthly budget information.

### **DISCUSSION/ALTERNATIVE/CONCERNS:**

None

#### **FINANCIAL IMPLICATIONS:**

None

# ACTION: None

21-Central Union High School District FY 2012 **BUDGET REPORT 9/1/2011-9/30/2011** BDG113 10/3/2011 11:57 AM Page 1 of 5

Page Breaks on

Fund

**Budget Type** 

Working

**Fiscal Year** 

2012

Dates

9/1/2011 through 9/30/2011

Include accts. on zeros

NO

Include closed accts.

No

**Resource type** 

Unrestricted

Exceeded budget only

No

Add description for

None

	Fund	Resource	Prj Year	Goal	Function	Object	Site	Manager
Detail on	X					X		
Account	010				**************************************			

Selections

FY 2012

		10ND. 010-	General Fund				
Object & Description		Working	Current	Encumb. YTD	Current YTD	Balance	%
8011 - Revenue Limit State Aid - Current		20,074,655				20,074,655.13	100.0
8021 - Homeowners Exemption		54,441				54,441.30	100. <b>O</b>
8041 - Secured Rolls Tax		2,920,417				2,920,416.81	100.0
8042 - Unsecured Roll Taxes		298,476				298,475.63	100.0
8091 - Revenue Limit Transfers		-367,634				-367,633.53	
8092 - PERS Reduction Transfer		90,937	8,471.94		22,621.44	68,315.22	75. <b>1</b>
8290 - All Other Federal Revenue		40,733				40,733.00	100. <b>O</b>
8560 - State Lottery Revenue		449,866				449,866.00	100. <b>0</b>
8590 - All Other State Revenues		2,647,555	208,274.41		747,539.00	1,900,016.00	71.8
8650 - Leases and Rentals		50,000	4,762.50		16,323.88	33,676.12	67 <b>.4</b>
8660 - Interest		100,000				100,000.00	100.0
8677 - Interagency Services Between LE		433,217			128,345.00	304,872.00	70.4
8699 - All Other Local Revenue		126,012	23,036.35		31,886.89	94,124.65	74. <b>7</b>
8980 - Contributions from Unrestricted R		-1,882,235				-1,882,235.11	
	8000s Totals	25,036,439	244,545.20		946,716.21	24,089,723.22	96.2
1100 - Certificated Teachers' Salaries		11,014,440	1,001,085.65		2,004,202.61	9,010,236.99	81.8
1130 - Overtime		20,900	279.00		4,770.00	16,130.00	77.2
1131 - Certificated Overloads		25,000				25,000.00	100.0
1150 - Extra Period Assignment		88,526	30,414.17		30,414.17	58,111.83	65.6
1160 - Substitute Teachers		214,800	13,120.00		14,966.48	199,833.52	93.0
1170 - Extra Duty Stipend		71,641	6,685.80		6,685.80	64,955.13	90.7
1171 - Special Stipend		68,500				68,500.00	100.0
1175 - Certificated Coaching Stipends		123,986	1,275.10		1,650.50	122,335.50	98.7
1180 - Part Time Certificated		70,000				70,000.00	100.0
1200 - Certificated Pupil Support Salarie		411,897	36,063.65		81,813.65	330,083.35	80.1
1300 - Certificated Supervisor and Admir		855,012	70,745.63		205,538.80	649,473.20	76.0
1301 - Certificated Assistant Principals		408,444	34,037.00		102,111.00	306,333.00	75.0
1302 - Department Chair Stipends		65,551	5,571.90		5,571.90	59,979.10	91.5
1900 - Other Certificated Salaries		135,808	12,345.99		24,691.99	111,116.01	81.8
1901 - Certificated Overtime/Hourly		6,000				6,000.00	100.0
1902 - Other Certificated Salaries Stipen		27,150	715.00		715.00	26,435.00	97.4
	1000s Totals	13,607,655	1,212,338.89		2,483,131.90	11,124,522.63	81.8
2100 - Classified Instructional Salaries		126,618	13,428.22		25,951.94	100,666.34	79.5
2130 - Instructional Aide Overtime		24,000				24,000.00	100.0
2132 - Instructional Aide Educational St		500	50.00		100.00	400.00	80.0
2175 - Classified Coaching Stipends		140,184	845.90		845.90	139,338.10	99.4
2200 - Classified Support Salaries		1,092,801	94,745.32		263,895.58	828,905.42	75.9
2230 - Classified Support Overtime		79,545	2,240.65		3,511.98	76,033.02	95.6
2232 - Classified Support Educational St		250	25.00		25.00	225.00	90.0
2260 - Substitute Classified Pupil suppor		75,045	8,288.63		17,992.87	57,052.13	76.0
2300 - Classified Supervisor and Adminis		178,770	14,777.95		44,333.85	134,436.15	75.2

Object & Description		Working	Current	Encumb. YTD	Current YTD	Balance	%
2400 - Clerical, Technical, and Office St		1,479,860	124,262.05		350,786.77	1,129,073.23	76. <b>3</b>
2430 - Clerical Overtime		11,250	465.15		1,310.96	9,939.04	88.3
2432 - Clerical/Technical Educational St		1,150	115.00		115.00	1,035.00	90.0
2460 - Substitute Clerical		24,950	1,476.48		2,164.64	22,785.36	91.3
2470 - Clerical Extra Duty Stipend		10,000				10,000.00	100.0
2900 - Other Classified Salaries		40,164	3,042.55		5,933.12	34,230.88	85.2
2930 - Other Classified Overtime		12,900				12,900.00	100.0
2932 - Educational Stipend for Classified		400	40.00		80.00	320.00	80.0
2970 - Other Classified Extra Duty Stipe		3,000	250.00		750.00	2,250.00	75.0
2990 - Work Study		5,000	76.00		76.00	4,924.00	98.5
	2000s Totals	3,306,387	264,128.90		717,873.61	2,588,513.67	78.3
3101 - State Teachers' Retirement Syste		1,118,473	98,460.65		201,765.40	916,707.38	82.0
3201 - Public Employees' Retirement Sy			1,458.08		2,916.17	-2,916.17	
3202 - Public Employees' Retirement Sy		345,647	27,040.22		74,707.24	270,939.81	78.4
3301 - OASDI/Medicare/Alternative, cer		60	920.03		1,751.34	-1,691.34	
3302 - OASDI/Medicare/Alternative, cla		178,073	15,254.82		42,420.24	135,652.48	76.2
3303 - Medicare, certificated		191,934	15,961.29		32,915.54	159,018.88	82.9
3304 - Medicare, Classified		38,800	3,644.45		10,024.62	28,775.36	74.2
3401 - Health & Welfare Benefits, certi		1,228,363	113,940.09		220,596.81	1,007,765.80	82.0
3402 - Health & Welfare Benefits, class		506,203	49,341.75		106,613.24	399,589.76	78.9
3501 - State Unemployment Insurance, c		218,058	18,478.21		38,015.52	180,042.69	82.6
3502 - State Unemployment Insurance, c		53,053	4,030.69		11,079.23	41,973.81	79.1
3601 - Worker Compensation Insurance,		139,377	11,718.13		24,107.88	115,269.58	82.7
3602 - Worker Compensation Insurance,		33,768	2,594.84		7,137.86	26,630.06	78.9
3701 - OPEB, Allocated, certificated pos		147,604				147,603.50	100.0
3702 - OPEB, Allocated, classified positi		82,600				82,600.00	100.0
3801 - PERS Reduction, certificated pos			279.92		559.85	-559.85	
3802 - PERS Reduction, classified positi		66,174	5,191.24		14,342.40	51,831.15	78.3
	3000s Totals	4,348,186	368,314.41		788,953.34	3,559,232.90	81.9
1100 - Approved Textbooks and Core Cu		264,907	1,097.13		16,071.57	248,835.42	93.9
4300 - Materials and Supplies		271,670	36,403.41	33,632.98	74,890.12	163,146.49	60.1
4310 - Warehouse Supplies		30,000			-1,463.28	31,463.28	
1315 - Other Supplies		34,000	837.54	339.42	837.54	32,823.04	96.5
1350 - Office Supplies		15,595	615.15	4,127.35	1,147.74	10,319.91	66.2
1355 - Graduation Supplies		12,500				12,500.00	100.0
1361 - Fuel		5,400	93.31		189.11	5,210.89	96.5
1362 - Tires		500				500.00	100.0
1380 - Operations		75,000	2,864.50		16,766.79	58,233.21	77.6
1390 - Maintenance Supplies		33,750	1,196.48		1,196.48	32,553.52	96.5
1400 - Non-Capitalized Equipment		71,100	6,228.21		12,761.09	58,338.91	82.1

FY 2012

		FUND: 010	-General Fund				
Object & Description		Working	Current	Encumb. YTD	Current YTD	Balance	<u>%</u>
	4000s Totals	814,422	49,335.73	38,099.75	122,397.16	653,924.67	80.3
5200 - Travel and Conferences		101,138	3,668.49	350.00	4,994.10	95,793.50	94. <b>7</b>
5300 - Dues and Memberships		31,890	3,493.00		17,992.07	13,897.93	
5400 - Insurance		170,000			159,584.00	10,416.00	
5500 - Operation and Housekeeping Ser		10,000	600.00		2,100.00	7,900.00	
5501 - Gas		23,000	325.46		728.12	22,271.88	96.8
5502 - Electricity		1,017,000	95,498.66		203,106.99	813,893.01	80.0
5503 - Water / Sewer		46,000	2,920.01		6,923.22	39,076.78	84.9
5504 - Laundry / Dry Cleaning		6,300	429.72		900.76	5,399.24	85.7
5506 - Garbage		37,200	2,989.12		6,054.60	31,145.40	83.7
5600 - Rentals, Leases and Repairs		203,423	12,022.68	712.77	49,128.39	153,581.84	75.5
5710 - Direct Costs for Transfer of Servi		68,518	9,035.71		9,035.71	59,482.29	86. <b>8</b>
5720 - Direct Costs		-140,627			,	-140,627.02	30.0
5750 - Direct Costs for Interfund Service		-8,228				-8,227.50	
5800 - Professional/Consulting Services $\epsilon$		470,797	46,160.86	40,121.75	149,128.27	281,547.32	59. <b>8</b>
5810 - Audits		12,000			,	12,000.00	100.0
5830 - Legal		40,000	3,837.55		6,711.76	33,288.24	83.2
5840 - Advertising		21,000	1,802.72		5,344.72	15,655.28	74.5
5850 - Employee Screening		9,000	1,249.00		1,401.00	7,599.00	84.4
5890 - Other Services		9,520	832.93		1,799.63	7,720.37	81.1
5900 - Communications		26,700	6,054.77		9,507.34	17,192.66	64.4
5901 - Postage		61,074	-484.39	9,000.00	9,657.72	42,416.28	69.5
5903 - Cell Phones		8,000	1,793.96		3,387.41	4,612.59	57.7
	5000s Totals	2,223,705	192,230.25	50,184.52	647,485.81	1,526,035.09	68.6
6400 - Equipment		78,724		33,141.23	18,242.47	27,340.34	34.7
	6000s Totals	78,724		33,141.23	18,242.47	27,340.34	34.7
7310 - Direct Support/Indirect Costs Cha		-116,802			-8,831.21	-107,970.66	
7350 - Transfers of Indirect Costs - Int		-90,212			·	-90,212.31	
7438 - Debt Service - Interest		13,746	4,091.11		4,091.11	9,654.49	70.2
7439 - Other Debt Service - Principal		145,454	35,708.89		35,708.89	109,745.51	75.5
7616 - From General Fund to Cafeteria F		256,320				256,319.62	100.0
	7000s Totals	208,505	39,800.00		30,968.79	177,536.65	85.1
10009	s-7000s Totals	24,587,585	2,126,148.18	121,425.50	4,809,053.08	19,657,105.95	79.9
Page Breaks Summa	ry 8000s	25,036,439	244,545.20		946,716.21	24,089,723.22	96.2
	1000s-5000s	24,300,355	2,086,348.18	88,284.27	4,759,841.82	19,452,228.96	80.0
	1000s-6000s	24,379,079	2,086,348.18	121,425.50	4,778,084.29	19,479,569.30	79.9
	1000s-7000s	24,587,585	2,126,148.18	121,425.50	4,809,053.08	19,657,105.95	79.9

21-Central Union High School District

FY 2012

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Object & Description		Working	Current	Encumb. YTD	Current YTD	Balance	%
Fund Summary	8000s	25,036,439	244,545.20		946,716.21	24,089,723.22	96.2
	1000s-5000s	24,300,355	2,086,348.18	88,284.27	4,759,841.82	19,452,228.96	80.0
	1000s-6000s	24,379,079	2,086,348.18	121,425.50	4,778,084.29	19,479,569.30	80.0
	1000s-7000s	24,587,585	2,126,148.18	121,425.50	4,809,053.08	19,657,105.95	79. <b>9</b>

# Central Union High School District Estimated Cash Flow 2011-2012

	balanced	balanced	estimated	estimated	estimated	estimated
Beginning Balance	July	August	September	October	November	December
\$4,822,230.59						
Monthly Total Revenue	\$1,516,638.23	\$385,216.83	\$2,936,208.68	\$223,777.53	\$2,290,853.88	\$4,103,626.13
Prior Year	\$325,880.39	\$2,473,879.70	\$1,566,473.45	\$177,833.69	\$177,833.69	\$177,810.98
Compensation	(\$705,521.36)	(\$2,218,160.31)	(\$2,358,807.56)	(\$2,438,795.29)	(\$2,438,795.29)	(\$604,457.69)
<b>General Disbursment</b>	(\$354,081.51)	(\$346,816.84)	(\$382,703.05)	(\$327,393.47)	(\$327,393.47)	(\$327,393.47)
Cash Balance	\$5,605,146.34	\$5.899,265.72	\$5,899,265.72 \$7.660.437.24	\$5,295,859,70	\$4.998,358,51	\$8.347.944.46

balanced/estimated	estimated	estimated	estimated	estimated	estimated	estimated
	January	February	March	April	May	June
Monthly Total Revenue	\$5,600,993.21	\$405,857.44	\$737,155.60	\$2,902,903.36	\$816,136.88	\$659,408.06
Prior Year	\$177,833.69	\$177,833.69	\$177,833.69	\$177,833.69	\$177,833.69	\$177,833.63
Compensation	(\$3,922,154.77)	(\$2,438,795.29)	(\$2,438,795.29)	(\$2,438,795.29)	(\$2,438,795.29)	(\$2,268,977.49)
<b>General Disbursment</b>	(\$413,219.47)	(\$344,593.47)	(\$327,393.47)	(\$327,393.47)	(\$327,393.40)	(\$556,405.00)
Cash Balance	\$9,791,397.12	\$7,591,699.49	\$5,740,500.02	\$6.055.048.31	\$4.282.830.19	\$2.294.689.39