

1 (mm) "Tax Certificate" means the certificate by that name executed by
2 the District on the date of issuance of the Refunding Bonds.

3 (nn) "Transfer Amount" means, with respect to any Outstanding Current
4 Interest Bond, the aggregate Principal Amount and, with respect to any Capital
5 Appreciation Bond, the Maturity Value.

6 (oo) "Underwriter" means the underwriting firm that executes the
7 Purchase Contract.

8 Section 5. Terms of the Refunding Bonds.

9 (a) Denomination, Interest, Dated Dates. The Refunding Bonds shall
10 be issued as bonds registered as to both principal and interest, in the
11 denominations of, with respect to the Current Interest Bonds, \$5,000 Principal
12 Amount or any integral multiple thereof, and with respect to the Capital
13 Appreciation Bonds, \$5,000 Maturity Value, or any integral multiple thereof;
14 provided that one Capital Appreciation Bond may be issued in an odd Maturity Value.

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

27 Each Current Interest Bond shall be issued in fully registered form and
28 shall mature in the years, be issued in the amounts and bear interest at the rates
29 set forth in the Purchase Contract. Interest on Current Interest Bonds shall be

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1 computed on the basis of a 360 day year consisting of twelve 30 day months. Each
2 Capital Appreciation Bond shall be dated, and shall accrete Accreted Interest from,
3 its Date of Issuance. Capital Appreciation Bonds will not bear interest on a
4 current basis. The Capital Appreciation Bonds shall mature in the years and shall
5 be issued in the aggregate Denominational Amount set forth in the Purchase Contract
6 and each maturity shall have an interest rate and a Denominational Amount per each
7 five thousand dollars (\$5,000) in Maturity Value as shown in the Accreted Value
8 Table contained in Appendix A to the Purchase Contract; provided, that in the event
9 that the amount shown in such Accreted Value Table and the Accreted Value
10 calculated by the District and approved by the Bond Insurer by application of the
11 definition of Accreted Value set forth in Section 4 differ, the latter amount shall
12 be the Accreted Value of such Capital Appreciation Bond.

13 Principal and interest on the Refunding Bonds shall be paid in
14 accordance with Section 8 below.

15 The Refunding Bonds shall mature not later than the last maturity of
16 the Refunded Bonds being refunded.

17 (b) Redemption.

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

20 (ii) Selection of Refunding Bonds for Redemption. Whenever
21 provision is made in this Resolution for the redemption of Refunding Bonds and less
22 than all Outstanding Refunding Bonds are to be redeemed, the Paying Agent, upon
23 written instruction from the District, shall select Refunding Bonds for redemption
24 from such maturity or maturities in accordance with such written instructions.
25 Within a maturity, the Paying Agent shall select Refunding Bonds for redemption in
26 such manner as directed by the District or if not so directed then by lot.
27 Redemption by lot shall be in such manner as the Paying Agent shall determine;
28 provided, however, that the portion of any Current Interest Bond to be redeemed in

1 part shall be in the Principal Amount of \$5,000 or any integral multiple thereof
2 and the portion of any Capital Appreciation Bond to be redeemed in part shall be in
3 integral multiples of the Accreted Value per \$5,000 Maturity Value of such Capital
4 Appreciation Bond.

5 (iii) Notice of Redemption. When redemption is authorized or
6 required pursuant to Section 5(b)(i) hereof, the Paying Agent, upon written
7 instruction from the District, shall give notice (a "Redemption Notice") of the
8 redemption of the Refunding Bonds by first class mail, postage prepaid to each
9 Owner of the Refunding Bonds at the addresses appearing on the Bond registration
10 books at least 30 but not more than 60 days prior to the redemption date. Such
11 Redemption Notice shall specify: (a) the Refunding Bonds or designated portions
12 thereof (in the case of redemption of the Refunding Bonds in part but not in whole)
13 which are to be redeemed, (b) the date of redemption, (c) the place or places where
14 the redemption will be made, including the name and address of the Paying Agent,
15 (d) the redemption price, (e) the CUSIP numbers (if any) assigned to the Refunding
16 Bonds to be redeemed, (f) the numbers of the Refunding Bonds to be redeemed in
17 whole or in part and, in the case of any Refunding Bond to be redeemed in part
18 only, the Principal Amount or Accreted Value, as applicable, of such Refunding Bond
19 to be redeemed, and (g) the original issue date, interest rate and stated maturity
20 date of each Refunding Bond to be redeemed in whole or in part. Such Redemption
21 Notice shall further state that on the specified date there shall become due and
22 payable upon each Refunding Bond or portion thereof being redeemed the redemption
23 price thereof, together with the interest accrued to the redemption date in the
24 case of the Current Interest Bonds, and that from and after such date, interest
25 with respect thereto shall cease to accrete in value or accrue, as the case may be.
26 Such Redemption Notice (and related notices) may state that no representation is
27 made as to the accuracy or correctness of the CUSIP numbers printed thereon or on
28 the Refunding Bonds.

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

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

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

17 (iv) Additional Notice. In addition to the Redemption Notice
18 given pursuant to Section 5(b)(iii), further notice shall be giving by the Paying
19 Agent as set out below, but no defect in said further notice nor any failure to
20 give all or any portion of such further notice shall in any manner defeat the
21 effectiveness of a call for redemption if notice thereof is given as above
22 prescribed.

23 Each further notice of redemption shall be sent at least thirty
24 (30) days before the redemption date by registered or certified mail or overnight
25 delivery service to each of the Securities Depositories which are then in the
26 business of holding substantial amounts of obligations of types comprising the
27 Refunding Bonds and to one or more of the Information Services that disseminate
28 notice of redemption of obligations similar to the Refunding Bonds or, in
29 accordance with the then-current guidelines of the Securities and Exchange

1 Commission, such other securities depositories and services providing information
2 on called bonds, or such securities depositories and services, as the District may
3 designate in a certificate delivered to the Paying Agent.

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

8 (v) Partial Redemption of Refunding Bonds. Upon the surrender
9 of any Refunding Bond redeemed in part only, the Paying Agent shall execute and
10 deliver to the Owner thereof a new Refunding Bond or Refunding Bonds of like tenor
11 and maturity and of authorized denominations equal in Transfer Amounts to the
12 unredeemed portion of the Refunding Bond surrendered. Such partial redemption
13 shall be valid upon payment of the amount required to be paid to such Owner, and
14 the District shall be released and discharged thereupon from all liability to the
15 extent of such payment.

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

21 If on such redemption date, money for the redemption of all the
22 Refunding Bonds to be redeemed as provided in Section 5(b) hereof, together with
23 interest to such redemption date, shall be held by the Paying Agent so as to be
24 available therefore on such redemption date, and if notice of redemption thereof
25 shall have been given as aforesaid, then from and after such redemption date,
26 interest with respect to the Refunding Bonds to be redeemed shall cease to accrue
27 and become payable. All money held by or on behalf of the Paying Agent for the
28 redemption of Refunding Bonds shall be held in trust for the account of the Owners
29 of the Refunding Bonds so to be redeemed.

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1 All Refunding Bonds paid at maturity or redeemed prior to maturity
2 pursuant to the provisions of this Section 5 shall be cancelled upon surrender
3 thereof and be delivered to or upon the order of the District. All or any portion
4 of a Refunding Bond purchased by the District shall be cancelled by the Paying
5 Agent.

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

17 (c) Book-Entry System.

18 (i) Except as provided below, the owner of all of the Refunding
19 Bonds shall be The Depository Trust Company, New York, New York ("DTC"), and the
20 Refunding Bonds shall be registered in the name of Cede & Co., as nominee for DTC.
21 The Refunding Bonds shall be initially executed and delivered in the form of a
22 single, fully registered Refunding Bond for each maturity (which may be
23 typewritten). Upon initial execution and delivery, as provided for herein, the
24 ownership of such Refunding Bond shall be registered in the Bond Register in the
25 name of the Nominee identified below as nominee of The Depository Trust Company,
26 New York, New York, and its successors and assigns. Except as hereinafter
27 provided, all of the outstanding Refunding Bonds shall be registered in the Bond
28 Register in the name of the nominee of the Depository, which may be the Depository,
29 as determined from time to time pursuant to the Section (the "Nominee"). Each

1 Refunding Bond certificate shall bear a legend substantially to the following
2 effect: "UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE
3 DEPOSITORY TO THE BOND REGISTRAR FOR REGISTRATION OF TRANSFER, EXCHANGE, OR
4 PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH
5 OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND
6 ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN
7 AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), ANY TRANSFER, PLEDGE, OR OTHER USE
8 HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE
9 REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN."

10 With respect to the Refunding Bonds registered in the Bond
11 Register in the name of the Nominee, neither the District nor the Paying Agent
12 shall have any responsibility or obligation to any broker-dealers, banks and other
13 financial institutions from time to time for which the Depository holds Refunding
14 Bonds as securities depository (the "Participant") or to any person on behalf of
15 which such a Participant holds an interest in the Refunding Bonds. Without
16 limiting the immediately preceding sentence, neither the District nor the Paying
17 Agent shall have any responsibility or obligation (unless, with respect to the
18 District, the District is at such time the Depository) with respect to (a) the
19 accuracy of the records of the Depository, the Nominee, or any Participant with
20 respect to any ownership interest in the Refunding Bonds, (b) the delivery to any
21 Participant or any other person, other than an Owner of a Refunding Bond as shown
22 in the Bond Register, of any notice with respect to the Refunding Bonds, including
23 any notice of redemption, (c) the selection by the Depository and its Participants
24 of the beneficial interests in the Refunding Bonds to be redeemed in the event the
25 District redeems the Refunding Bonds in part, or (d) the payment to any Participant
26 or any other person, other than an Owner of a Refunding Bond as shown in the Bond
27 Register, of any amount with respect to Principal of or interest on the Refunding
28 Bonds. The District and the Paying Agent may treat and consider the person in
29 whose name each Refunding Bond is registered in the Bond Register as the holder and

1 absolute owner of such Refunding Bond for the purpose of payment of Principal and
2 interest with respect to such Refunding Bond, for the purpose of giving notices of
3 redemption, if applicable, and other matters with respect to such Refunding Bond,
4 for the purpose of registering transfers with respect to such Refunding Bond, and
5 for all other purposes whatsoever. The Paying Agent shall pay all Principal of and
6 interest on the Refunding Bonds only to or upon the order of the respective Owner
7 of the Refunding Bond, as shown in the Bond Register, or his respective attorney
8 duly authorized in writing, and all such payments shall be valid and effective to
9 fully satisfy and discharge the District's obligations with respect to payment of
10 Principal of and interest on the Refunding Bonds to the extent of the sum or sums
11 so paid. No person other than an Owner of a Refunding Bond, as shown in the Bond
12 Register, shall receive a Refunding Bond evidencing the obligation of the District
13 to make payments of Principal and interest. Upon delivery by the Depository to the
14 Owners of the Refunding Bonds, and the District of written notice to the effect
15 that the Depository has determined to substitute a new nominee in place of the
16 Nominee, and subject to the provisions herein with respect to Record Dates, the
17 word Nominee in this Resolution shall refer to such nominee of the Depository.

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

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

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

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

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

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1 (d) The initial Depository under this Section 5(c) shall be DTC. The
2 initial Nominee shall be Cede &Co., as Nominee of DTC.

3 Section 6. Execution of Bonds. The Refunding Bonds shall be signed by
4 the President of the Board of Education of the District and the Clerk of such Board
5 of Education by their manual or facsimile signatures each in their official
6 capacities. In case any one or more of the officers who shall have signed any of
7 the Refunding Bonds shall cease to be such officer before the Refunding Bonds so
8 signed and sealed shall have been issued by the District, such Refunding Bonds may,
9 nevertheless, be issued, as herein provided, as if the persons who signed such
10 Refunding Bonds had not ceased to hold such offices. No Refunding Bond shall be
11 valid or obligatory for any purpose or shall be entitled to any security or benefit
12 under this Resolution unless and until the certificate of authentication printed on
13 the Refunding Bond is signed by the Paying Agent as authenticating agent.
14 Authentication by the Paying Agent shall be conclusive evidence that the Refunding
15 Bond so authenticated has been duly issued, signed and delivered under this
16 Resolution and is entitled to the security and benefit of this Resolution.

17 Section 7. Paying Agent; Transfer and Exchange. This Board does
18 hereby appoint The Bank of New York Mellon Trust Company, N.A., to act as the
19 authenticating agent, paying agent and transfer agent for the Refunding Bonds. The
20 District may at any time, with or without cause, remove the current Paying Agent
21 and appoint a replacement.

22 So long as any of the Refunding Bonds remain outstanding, the District will
23 cause the Paying Agent to maintain and keep at its principal office all books and
24 records necessary for the registration, exchange and transfer of the Refunding
25 Bonds as provided in this Section. Subject to the provisions of Section 8 below,
26 the person in whose name a Refunding Bond is registered on the Bond Register shall
27 be regarded as the absolute owner of that Refunding Bond for all purposes of this
28 Resolution. Payment of or on account of the Principal of and interest on any
29 Refunding Bond shall be made only to or upon the order of that person; neither the

1 District nor the Paying Agent shall be affected by any notice to the contrary, but
2 the registration may be changed as provided in this Section. All such payments
3 shall be valid and effectual to satisfy and discharge the District's liability upon
4 the Refunding Bonds, including interest, to the extent of the amount or amounts so
5 paid.

6 Any Refunding Bond may be exchanged for Refunding Bonds of like tenor,
7 maturity and Transfer Amount upon presentation and surrender at the office of the
8 Paying Agent designated for such purpose, together with a request for exchange
9 signed by the Owner or by a person legally empowered to do so in a form
10 satisfactory to the Paying Agent. A Refunding Bond may be transferred on the Bond
11 Register only upon presentation and surrender of the Refunding Bond at the
12 principal office of the Paying Agent designated for such purpose together with an
13 assignment executed by the Owner or by a person legally empowered to do so in a
14 form satisfactory to the Paying Agent. Upon exchange or transfer, the Paying Agent
15 shall complete, authenticate and deliver a new Refunding Bond or Refunding Bonds of
16 like tenor and of any authorized denomination or denominations requested by the
17 Owner equal to the Transfer Amount of the Refunding Bond surrendered and bearing or
18 accreting interest at the same rate and maturing on the same date. Capital
19 Appreciation Bonds and Current Interest Bonds may not be exchanged for one another.

20 If manual signatures on behalf of the District are required in connection
21 with an exchange or transfer, the Paying Agent shall undertake the exchange or
22 transfer of Refunding Bonds only after the new Refunding Bonds are signed by the
23 authorized officers of the District. In all cases of exchanged or transferred
24 Refunding Bonds, the District shall sign and the Paying Agent shall authenticate
25 and deliver Refunding Bonds in accordance with the provisions of this Resolution.
26 All fees and costs of transfer shall be paid by the requesting party. Those
27 charges may be required to be paid before the procedure is begun for the exchange
28 or transfer. All Refunding Bonds issued upon any exchange or transfer shall be
29 valid obligations of the District, evidencing the same debt, and entitled to the

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1 same security and benefit under this Resolution as the Refunding Bonds surrendered
2 upon that exchange or transfer.

3 Any Refunding Bond surrendered to the Paying Agent for payment, retirement,
4 exchange, replacement or transfer shall be cancelled by the Paying Agent. The
5 District may at any time deliver to the Paying Agent for cancellation any
6 previously authenticated and delivered Refunding Bonds that the District may have
7 acquired in any manner whatsoever, and those Refunding Bonds shall be promptly
8 cancelled by the Paying Agent. Written reports of the surrender and cancellation
9 of Refunding Bonds shall be made to the District by the Paying Agent at least twice
10 each calendar year. The cancelled Refunding Bonds shall be destroyed by the Paying
11 Agent unless the District requests such canceled Refunding Bonds to be returned to
12 it prior to such destruction.

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

20 In case any Refunding Bond secured hereby shall become mutilated or
21 destroyed, stolen or lost, the Paying Agent shall cause to be executed and
22 authenticated a new Refunding Bond of like date and tenor in exchange and
23 substitution for and upon the cancellation of such mutilated Refunding Bond or in
24 lieu of and in substitution for such Refunding Bond mutilated, destroyed, stolen or
25 lost, upon the Owner's paying the reasonable expenses and charges in connection
26 therewith, and, in the case of a Refunding Bond destroyed, stolen or lost, such
27 Owner's filing with the Paying Agent and the District of evidence satisfactory to
28 them that such Refunding Bond was destroyed, stolen or lost, and/or such Owner's

1 ownership thereof in furnishing the Paying Agent and District with indemnity
2 satisfactory to each of them.

3 Any new Refunding Bonds issued pursuant to this Section 7 in substitution for
4 Refunding Bonds alleged to be destroyed, stolen or lost shall constitute original
5 additional contractual obligations on the part of the District, whether or not the
6 Refunding Bonds so alleged to be destroyed, stolen or lost are at any time
7 enforceable by anyone, and shall be equally secured by and entitled to equal and
8 proportionate benefits with all other Refunding Bonds issued under this Resolution
9 in any moneys or securities held by the Paying Agent for the benefit of the Owners
10 of the Refunding Bonds.

11 Section 8. Payment. Payment of interest on any Current Interest Bond
12 on any Bond Payment Date shall be made to the person appearing on the registration
13 books of the Paying Agent as the owner thereof as of the Record Date immediately
14 preceding such Bond Payment Date, such interest to be paid by check mailed to such
15 owner on the Bond Payment Date at his address as it appears on such registration
16 books or at such other address as he may have filed with the Paying Agent for that
17 purpose on or before the Record Date. The owner in an aggregate Principal Amount
18 of \$1,000,000 or more may request in writing to the Paying Agent that such Owner be
19 paid interest by wire transfer to the bank and account number on file with the
20 Paying Agent as of the Record Date. The Principal, and redemption premiums, if
21 any, payable on the Current Interest Bonds and the Accreted Value and redemption
22 premiums, if any, on the Capital Appreciation Bonds shall be payable upon maturity
23 or redemption upon surrender at the principal office of the Paying Agent. The
24 interest, Accreted Interest, Principal and redemption premiums, if any, on the
25 Refunding Bonds shall be payable in lawful money of the United States of America.
26 The Paying Agent is hereby authorized to pay the Refunding Bonds when duly
27 presented for payment at maturity, and to cancel all Refunding Bonds upon payment
28 thereof.

1 Section 9. Form of Refunding Bonds. The Refunding Bonds shall be in
2 substantially the following forms, allowing those officials executing the Refunding
3 Bonds to make the insertions and deletions necessary to conform the Refunding Bonds
4 to this Resolution and the Purchase Contract and the Official Statement and to
5 correct any defect inconsistent or provision therein or to cure any ambiguity or
6 omission therein.

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(Form of Face of Current Interest Bond)

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TO THE BOND REGISTRAR FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

REGISTERED

REGISTERED

NO.

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SANTA ANA UNIFIED SCHOOL DISTRICT

ORANGE COUNTY, CALIFORNIA

2009 GENERAL OBLIGATION REFUNDING BOND

INTEREST RATE:

MATURITY DATE:

DATED AS OF:

CUSIP:

_____ %

_____, _____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

The Santa Ana Unified School District (the "District") in Orange County, California (the "County"), for value received, promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon until the Principal Amount is paid or provided for at the Interest Rate stated above, on _____ 1 and _____ 1 of each year (the "Bond Payment Dates"), commencing _____ 1, 2010. This bond is a bond of the District and will bear interest from the Bond Payment Date next preceding the date of authentication hereof unless it is authenticated as of a day

1 during the period from the 16th day of the month next preceding any Bond Payment
2 Date to the Bond Payment Date, inclusive, in which event it shall bear interest
3 from such Bond Payment Date, or unless it is authenticated on or before
4 _____ 15, 2010, in which event it shall bear interest from the Date of Issuance.
5 Principal and interest are payable in lawful money of the United States of America,
6 without deduction for the paying agent services, to the person in whose name this
7 bond (or, if applicable, one or more predecessor bonds) is registered (the
8 "Registered Owner") on the register (the "Register") maintained by the Paying
9 Agent, initially The Bank of New York Mellon Trust Company, N.A.. Principal is
10 payable upon presentation and surrender of this bond at the designated office of
11 the Paying Agent. Interest is payable by check mailed by the Paying Agent on each
12 Bond Payment Date to the Registered Owner of this bond (or one or more predecessor
13 bonds) as shown and at the address appearing on the Register at the close of
14 business on the 15th day of the calendar month next preceding that Bond Payment
15 Date (the "Record Date"). The Owner of Current Interest Bonds in the aggregate
16 principal amount of \$1,000,000 or more may request in writing to the Paying Agent
17 that the Owner be paid interest by wire transfer to the bank and account number on
18 file with the Paying Agent as of the Record Date.

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

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

4 This bond is one of an authorization of bonds issued by the Santa Ana Unified
5 School District pursuant to Articles 9 and 11 of Chapter 3 of Part 1 of Division 2
6 of Title 5 of the California Government Code (the "Act") for the purpose of
7 refunding a portion of the outstanding Santa Ana Unified School District, Orange
8 County, California, General Obligation Bonds, Election of 1999, Series 2000 (the
9 "Series 2000 Bonds"), and to pay all necessary legal, financial, and contingent
10 costs in connection therewith. The bonds are being issued under authority of and
11 pursuant to the Act, the laws of the State of California, and the resolution of the
12 Board of Education of the District adopted on October 13, 2009 (the "Bond
13 Resolution"). This bond and the issue of which this bond is one are payable as to
14 both principal and interest from the proceeds of the levy of *ad valorem* taxes on
15 all property subject to such taxes in the District, which taxes are unlimited as to
16 rate or amount. The bonds of this issue are general obligation bonds of the
17 District. The bonds will be secured by the *ad valorem* taxes on a parity with the
18 other general obligation bonds of the District that remain outstanding.

19 The bonds of this issue are comprised of \$_____ principal amount of
20 Current Interest Bonds, of which this bond is a part (a "Current Interest Bond")
21 and Capital Appreciation Bonds in a Denominational Amount of \$_____ and a
22 Maturity Value of \$_____.

23 This bond is exchangeable and transferable for bonds of like tenor, maturity
24 and Transfer Amount (as defined in the Bond Resolution) and in authorized
25 denominations at the designated office of the Paying Agent, by the Registered Owner
26 or by a person legally empowered to do so, upon presentation and surrender hereof
27 to the Paying Agent, together with a request for exchange or an assignment signed
28 by the Registered Owner or by a person legally empowered to do so, in a form
29 satisfactory to the Paying Agent, all subject to the terms, limitations and

1 conditions provided in the Bond Resolution. All fees and costs of transfer shall
2 be paid by the transferor. The District and the Paying Agent may deem and treat
3 the Registered Owner as the absolute owner of this bond for the purpose of
4 receiving payment of or on account of principal or interest and for all other
5 purposes, and neither the District nor the Paying Agent shall be affected by any
6 notice to the contrary.

7 Neither the District nor the Paying Agent will be required (a) to issue or
8 transfer any bond during a period beginning with the opening of business on the
9 15th business day next preceding either any Bond Payment Date or any date of
10 selection of bonds to be redeemed and ending with the close of business on the Bond
11 Payment Date or day on which the applicable notice of redemption is given or (b) to
12 transfer any bond which has been selected or called for redemption in whole or in
13 part.

14 The Current Interest Bonds maturing on or before _____, _____, are not
15 subject to redemption prior to their maturity dates. The Current Interest Bonds
16 maturing on or after _____, _____, may be redeemed before maturity at the option
17 of the District, from any source of funds, on _____, _____, or on any Bond
18 Payment Date thereafter as a whole, or in part from such maturities as are selected
19 by the District and by lot within a maturity. For the purposes of such selection,
20 Current Interest Bonds will be deemed to consist of \$5,000 portions, and any such
21 portion may be separately redeemed. The Current Interest Bonds called prior to
22 maturity will be redeemed at the following redemption prices, expressed as a
23 percentage of the principal amount thereof, together with accrued interest to the
24 date of redemption:

<u>Redemption Dates</u>	<u>Redemption Prices</u>
_____, _____ and _____, _____	‡
_____, _____ and _____, _____	
_____, _____ and therefore	

CERTIFICATE OF AUTHENTICATION

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

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., as Paying Agent

ASSIGNMENT

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

Dated: _____

Signature Guaranteed:

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

LEGAL OPINION

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

(Facsimile) _____

Clerk of the Board of Education

Form of Face of Capital Appreciation Bond)

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TO THE BOND REGISTRAR FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

REGISTERED

REGISTERED

NO.

\$

SANTA ANA UNIFIED SCHOOL DISTRICT

ORANGE COUNTY, CALIFORNIA

2009 GENERAL OBLIGATION REFUNDING BOND

YIELD TO MATURITY: MATURITY DATE: DATE OF ISSUANCE: CUSIP:
_____ % per annum _____, _____ _____

REGISTERED OWNER: CEDE & CO.

DENOMINATIONAL AMOUNT:

MATURITY VALUE:

The Santa Ana Unified School District (the "District") in Orange County, California (the "County"), for value received, promises to pay to the Registered Owner named above, or registered assigns, on the Maturity Date the Maturity Value stated above, which Maturity Value consists of the Denominational Amount stated above and interest thereon compounded from the Date of Issuance at the Yield to Maturity specified above, assuming that the sum of such compounded interest and the Denominational Amount hereof increases in equal daily amounts on the basis of a

October 13, 2009

1 360-day year consisting of twelve 30-day months (interest, together with the
2 Denominational Amount hereof, being herein called the "Accreted Value"). The
3 Accreted Value is payable in lawful money of the United States of America, without
4 deduction for the paying agent services, to the person in whose name this bond (or,
5 if applicable, one or more predecessor bonds) is registered (the "Registered
6 Owner") on the register (the "Register") maintained by the Paying Agent, initially
7 The Bank of New York Mellon Trust Company, N.A.. The Accreted Value is payable
8 upon presentation and surrender of this bond at the designated office of the Paying
9 Agent.

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

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

24 This bond is one of an authorization of bonds issued by the Santa Ana Unified
25 School District pursuant to Articles 9 and 11 of Chapter 3 of Part 1 of Division 2
26 of Title 5 of the California Government Code (the "Act") for the purpose of
27 refunding a portion of the outstanding Santa Ana Unified School District, Orange
28 County, California, General Obligation Bonds, Election of 1999, Series 2000 (the
29 "Series 2000 Bonds"), and to pay all necessary legal, financial, and contingent

1 costs in connection therewith. The bonds are being issued under authority of and
 2 pursuant to the Act, the laws of the State of California, and the resolution of the
 3 Board of Education of the District adopted on October 13, 2009 (the "Bond
 4 Resolution"). This bond and the issue of which this bond is one are payable as to
 5 both principal and interest from the proceeds of the levy of ad valorem taxes on
 6 all property subject to such taxes in the District, which taxes are unlimited as to
 7 rate or amount. The bonds of this issue are general obligation bonds of the
 8 District. The bonds will be secured by the ad valorem taxes on a parity with the
 9 other general obligation bonds of the District that remaining outstanding.

10 The bonds of this issue are comprised of \$_____ principal amount of
 11 Current Interest Bonds (each a "Current Interest Bond") and Capital Appreciation
 12 Bonds of which this bond is a part, in the Denominational Amount of \$_____ and
 13 a Maturity Value of \$_____.

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

27 Neither the District nor the Paying Agent will be required (a) to issue or
 28 transfer any bond during a period beginning with the opening of business on the
 29 15th business day next preceding either any Bond Payment Date or any date of

1 selection of bonds to be redeemed and ending with the close of business on the Bond
2 Payment Date or day on which the applicable notice of redemption is given or (b) to
3 transfer any bond which have been selected or called for redemption in whole or in
4 part.

5 The Capital Appreciation Bonds are not subject to redemption prior to their
6 fixed maturity dates.

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

14 IN WITNESS WHEREOF, the Santa Ana Unified School District, Orange County,
15 California, has caused this bond to be executed by the manual or facsimile
16 signature of the President of the Board of Education of the District, and to be
17 countersigned by the manual or facsimile signature of the Clerk of the Board of
18 Education of the District, and all as of the date stated above.

SANTA ANA UNIFIED SCHOOL DISTRICT

By: _____

President of the Board of Education

19
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22 COUNTERSIGNED:

23 _____
24 Clerk of the Board of Education
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CERTIFICATE OF AUTHENTICATION

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

ASSIGNMENT

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

Dated: _____

Signature Guaranteed:

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

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

LEGAL OPINION

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

(Facsimile)

Clerk of the Board of Education

(Form of Legal Opinion)

* * * * *

Section 10. Delivery of Refunding Bonds. The proper officials of the District shall cause the Refunding Bonds to be prepared and, following their sale, shall have the Refunding Bonds signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Refunding Bonds, to the Underwriter upon payment of the purchase price therefore in immediately available funds.

Section 11. Application of Proceeds of Refunding Bonds. The proceeds from the sale of the Refunding Bonds received by the District shall be transferred to the Escrow Bank for deposit in the Escrow Fund established under the Escrow Agreement in an amount sufficient to purchase any Federal Securities necessary to defease the Refunded Bonds, all as set forth in a certificate of a District official. Proceeds of the sale of the Refunding Bonds necessary to pay all costs of issuing the Refunding Bonds not being paid by the Underwriter shall be deposited in the fund of the District known as the "Santa Ana Unified School District Refunding Bond Cost of Issuance Fund" and shall be kept separate and distinct from all other District funds, and those proceeds shall be used solely for the purpose of paying costs of issuance of the Refunding Bonds. The Cost of Issuance Fund may at the discretion of the District be held by the Paying Agent or the County.

Any accrued interest received by the District from the sale of the Refunding Bonds shall be kept separate and apart in the fund hereby created and established

1 and to be designated as the "Santa Ana Unified School District General Obligation
2 Refunding Bond Debt Service Fund" (the "Debt Service Fund") for the Refunding Bonds
3 and used only for payments of principal and interest on the Refunding Bonds. The
4 Debt Service Fund may, at the discretion of the District, be held by the County or
5 the Paying Agent. Any excess proceeds of the Refunding Bonds not needed for the
6 authorized purposes set forth herein for which the Refunding Bonds are being issued
7 shall be transferred to the Debt Service Fund and applied to the payment of
8 principal and interest on the Refunding Bonds. If, after payment in full of the
9 Refunding Bonds, there remain excess proceeds, any such excess amounts shall be
10 transferred to the general fund of the District.

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

16 Notwithstanding any of the foregoing, the provisions of this Section 11 as
17 they relate to the dispersal and allocation of moneys on deposit in the debt
18 service fund established for the Refunded Bonds and the provisions of this Section
19 11 as they relate to the application of any proceeds from the sale of the Refunding
20 Bonds may be amended by the Purchase Contract so long as the transactions
21 contemplated by such amendment are in compliance with the provisions of the Act.

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

1 Section 12. Rebate Fund.

2 (a) General. There shall be created and established a special
3 fund designated the "Santa Ana Unified School District Refunding Bond Rebate Fund"
4 (the "Rebate Fund") of the District. All amounts at any time on deposit in the
5 Rebate Fund shall be held in trust, to the extent required to satisfy the
6 requirement to make rebate payments to the United States (the "Rebate Requirement")
7 pursuant to Section 148 of the Internal Revenue Code of 1986, as amended (the
8 "Code") and the Treasury Regulations promulgated thereunder (the "Rebate
9 Regulations"). Such amounts shall be free and clear of any lien hereunder and
10 shall be governed by this Section, Section 14 and the Tax Certificate to be
11 executed by the District.

12 (b) Deposits.

13 (i) Within forty-five (45) days of the end of each fifth
14 year ending August 1 (or such other date as is selected in the Tax Certificate)
15 (each, a "Bond Year") commencing August 1, 2014 (1) the District shall calculate or
16 cause to be calculated with respect to the Refunding Bonds the amount that would be
17 considered the "rebate amount" within the meaning of Section 1.148-3 of the Rebate
18 Regulations, using as the "computation date" for this purpose the end of such five
19 Bond Years, and (2) the District shall direct the County to deposit to the Rebate
20 Fund from deposits from the District or from amounts on deposit in the other funds
21 established hereunder, if and to the extent required, amounts sufficient to cause
22 the balance in the Rebate Fund to be equal to the "rebate amount" so calculated.

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

1 (iii) The District shall not be required to calculate the
2 "rebate amount" and the District shall not be required to deposit any amount to the
3 Rebate Fund in accordance with this subsection (b), with respect to all or a
4 portion of the proceeds of the Refunding Bonds (1) to the extent such proceeds
5 satisfy the expenditure requirements of Section 148(f)(4)(B) or Section 148
6 (f)(4)(C) of the Code or Section 1.148-7(d) of the Treasury Regulations, whichever
7 is applicable, and otherwise qualify for the exception of the Rebate Requirement
8 pursuant to whichever of said sections is applicable, or (2) to the extent such
9 proceeds are subject to an election by the District under Section 148(f)(4)(C)(vii)
10 of the Code to pay a one and one-half percent (1½%) penalty in lieu of arbitrage
11 rebate in the event any of the percentage expenditure requirements of Section
12 148(f)(4)(C) are not satisfied, or (3) to the extent such proceeds qualify for the
13 exception to arbitrage rebate under Section 148(f)(4)(A)(ii) of the Code for
14 amounts in a "bona fide debt service fund." In such event, and with respect to
15 such amounts, the District shall not be required to deposit any amount to the
16 Rebate Fund in accordance with this subsection (b).

17 (c) Withdrawal Following Payment of Bonds. Any funds remaining
18 in the Rebate Fund after payment of all the Refunding Bonds and any amounts
19 described in paragraph (2) of subsection (d) of this Section, or provision made
20 therefore satisfactory to the District, including accrued interest, shall be
21 remitted to the District.

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

26 (i) not later than sixty (60) days after the end of (i)
27 the fifth (5th) Bond Year, and (ii) each fifth (5th) Bond Year thereafter, an
28 amount that, together with all previous rebate payments, is equal to at least 90%
29 of the "rebate amount" calculated as of the end of such Bond Year in accordance

1 with Section 1.148-3 of the Rebate Regulations; and

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

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

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

18 (g) Deficiencies in the Rebate Fund. In the event that
19 immediately following the calculation required by subsection (b) of this Section,
20 but prior to any deposit made under said subsection, the amount on deposit in the
21 Rebate Fund exceeds the "rebate amount" calculated in accordance with said
22 subsection, the District may withdraw the excess from the Rebate Fund and credit
23 such excess to the Debt Service Fund.

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

27 (i) Survival of Defeasance. Notwithstanding anything in this
28 Resolution to the contrary, the Rebate Requirement shall survive the payment in
29 full or defeasance of the Refunding Bonds.

1 Section 13. Security for the Refunding Bonds. The Refunding Bonds are
2 general obligation bonds of the District. There shall be levied on all the taxable
3 property in the District, in addition to all other taxes, a continuing direct ad
4 valorem tax annually during the period the Refunding Bonds are outstanding in an
5 amount sufficient to pay the principal of and interest on the Refunding Bonds when
6 due, which monies when collected will be placed in the Debt Service Fund of the
7 District, which ad valorem taxes, together with the amounts on deposit in the Debt
8 Service Fund, are irrevocably pledged for the payment of the principal of and
9 interest on the Refunding Bonds when and as the same fall due. The District
10 covenants to cause the County to take all actions necessary to levy such ad valorem
11 tax.

12 Section 14. Tax Covenants.

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

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

22 Section 15. Conditions Precedent. This Board determines that all acts
23 and conditions necessary to have been met precedent to and in the issuing of the
24 Refunding Bonds in order to make them legal, valid and binding general obligations
25 of the District have been performed and have been met, or will at the time of
26 delivery of the Refunding Bonds have been performed and have been met, in regular
27 and due form as required by law; and that no statutory or constitutional limitation
28 of indebtedness or taxation will have been exceeded in the issuance of the
29 Refunding Bonds. Furthermore, the Board finds and determines pursuant to Section

1 53552 of the Act that the prudent management of the fiscal affairs of the District
2 requires that it issue the Refunding Bonds without submitting the question of the
3 issuance of the Refunding Bonds to a vote of the qualified electors of the
4 District.

5 Section 16. Official Statement. The form of the Preliminary Official
6 Statement relating to the Refunding Bonds on file with the Clerk of the Board is
7 hereby approved. The Preliminary Official Statement in substantially said form,
8 with such changes as the authorized officials of the District may require or
9 approve, which approval shall be conclusively evidenced by delivery thereof, shall
10 hereinafter be referred to as the "Official Statement." The District is hereby
11 authorized to distribute copies of the Preliminary Official Statement to persons
12 who may be interested in the purchase of the Refunding Bonds and is directed to
13 deliver copies of any final Official Statement to the purchaser of the Refunding
14 Bonds, in such time and manner as to conform with the requirements of Rule 15c2-12
15 of the Securities and Exchange Commission. Each of the Authorized Officers, acting
16 alone, is hereby authorized and directed, for and in the name and on behalf of the
17 District, to execute a final Official Statement and all certificates required by
18 Rule 15c2-12 and the Purchase Contract.

19 Section 17. Insurance. Each of the Authorized Officers, acting alone,
20 is hereby authorized to enter into negotiations to procure bond insurance for the
21 Refunding Bonds and to purchase bond insurance, unless bond insurance is purchased
22 at the option and expense of the Underwriter, if it will result in net debt service
23 savings to the District. In the event the District purchases bond insurance for
24 the Refunding Bonds, and to the extent that the Bond Insurer makes payment of the
25 Principal, interest or Accreted Interest on the Refunding Bonds, it shall become
26 the owner of such Refunding Bonds with the right to payment of principal, interest
27 or Accreted Interest on the Refunding Bonds, and shall be fully subrogated to all
28 of the Owners' rights, including the Owners' rights to payment thereof. To
29 evidence such subrogation (i) in the case of subrogation as to claims that were

1 past due interest components, the Paying Agent shall note the Bond Insurer's rights
2 as subrogee on the registration books for the Refunding Bonds maintained by the
3 Paying Agent upon receipt of a copy of the cancelled check issued by the Bond
4 Insurer for the payment of such interest to the Owners of the Refunding Bonds, and
5 (ii) in the case of subrogation as to claims for past due principal or Accreted
6 Interest, the Paying Agent shall note the Bond Insurer as subrogee on the
7 registration books for the Refunding Bonds maintained by the Paying Agent upon
8 surrender of the Refunding Bonds by the Owners thereof to the Bond Insurer or the
9 insurance trustee for the Bond Insurer.

10 Section 18. Defeasance. All or any of the Refunding Bonds may be
11 defeased prior to maturity in the following ways:

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

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

October 13, 2009

1 For purposes of this Section, United States Obligations shall mean direct and
2 general obligations of the United States of America, or obligations that are fully
3 and unconditionally guaranteed as to the timely payment of principal and interest
4 by the United States of America, including (in the case of direct and general
5 obligations of the United States of America) evidence of direct ownership or
6 proportionate interests in future interest or principal payments of such
7 obligations. Investments in such proportionate interests must be limited to
8 circumstances wherein (a) a bank or trust company acts as custodian and holds the
9 underlying United States Obligations; (b) the owner of the investment is the real
10 party in interest and has the right to proceed directly and individually against
11 the obligor of the underlying United States Obligations; and (c) the underlying
12 United States Obligations are held in a special account, segregated from the
13 custodian's general assets, and are not available to satisfy any claims of the
14 custodian, any person claiming through the custodian, or any person to whom the
15 custodian may be obligated; provided that such obligations are rated "AAA" by
16 Standard & Poor's and "Aaa" by Moody's Investors Service.

17 Section 19. Other Actions, Determinations and Approvals.

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

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

1 net interest cost to maturity on the Refunded Bonds being refunded plus the
2 principal amount of the Refunded Bonds being refunded.

3 (c) The Board anticipates that the Refunded Bonds being
4 refunded will be paid at maturity and redeemed on August 1, 2010.

5 (d) The Board hereby appoints The Bank of New York Mellon Trust
6 Company, N.A. as escrow bank for the Refunding Bonds and directs the preparation of
7 the Escrow Agreement. Each of the Authorized Officers, acting alone, is authorized
8 to execute the Escrow Agreement in the form presented to this Board, with such
9 changes as such officer shall approve, such approval to be evidenced by such
10 officer's execution.

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

15 (f) The provisions of this Resolution may be amended by the
16 Purchase Contract and any paying agent agreement with The Bank of New York Mellon
17 Trust Company, N.A. that may be entered into in connection with the Refunding
18 Bonds.

19 Section 20. Resolution to Treasurer - Tax Collector. The Clerk of this
20 Board is hereby directed to provide a certified copy of this Resolution to the
21 Treasurer-Tax Collector of Orange County immediately following its adoption.

22 Section 21. Continuing Disclosure. The form of Continuing Disclosure
23 Certificate on file with the Clerk of the Board is hereby approved, and each of the
24 Authorized Officers, acting alone, is authorized to execute and deliver the
25 Continuing Disclosure Certificate in the form presented to this Board, with such
26 changes as such officer shall approve, such approval to be evidenced by such
27 officer's execution. The District hereby covenants and agrees that it will comply
28 with and carry out all of the provisions of that certain Continuing Disclosure
29 Certificate executed by the District and dated the date of issuance and delivery of

1 the Refunding Bonds, as originally executed and as it may be amended from time to
2 time in accordance with the terms thereof. Any Owner may take such actions as may
3 be necessary and appropriate, including seeking mandate or specific performance by
4 court order, to cause the District to comply with its obligations under this
5 Section. Noncompliance with this Section shall not result in a default in or an
6 acceleration of the Refunding Bonds.

7 Section 22. Bond Counsel Agreement and the Escrow Agreement. The forms
8 of Bond Counsel Agreement and the Escrow Agreement, on file with the Clerk of the
9 Board are hereby approved, and each of the Authorized Officers, acting alone, is
10 authorized and directed, for and in the name and on behalf of the District, to
11 execute and deliver the Bond Counsel Agreement and the Escrow Agreement in
12 substantially said forms, with such changes therein as the officers executing the
13 same may require or approve, such approval to be conclusively evidenced by the
14 execution and delivery thereof by one or more of such officers.

15 Section 23. Supplemental Resolutions.
16 (a) This Resolution, and the rights and obligations of the
17 District and of the Owners of the Refunding Bonds issued hereunder, may be modified
18 or amended at any time by a supplemental resolution adopted by the District with
19 the written consent of Owners owning at least 60% in aggregate Bond Obligation of
20 the Outstanding Refunding Bonds, exclusive of Refunding Bonds, if any, owned by the
21 District; provided, however, that no such modification or amendment shall, without
22 the express consent of the Owner of each Refunding Bond affected, reduce the
23 Principal Amount of any Refunding Bond, reduce the interest rate payable thereon,
24 advance the earliest redemption date thereof, extend its maturity or the times for
25 paying interest thereon or change the monetary medium in which Principal and
26 interest is payable, nor shall any modification or amendment reduce the percentage
27 of consents required for amendment or modification. No such Supplemental
28 Resolution shall change or modify any of the rights or obligations of any Paying
29 Agent without its written assent thereto. Notwithstanding anything herein to the

1 contrary, no such consent shall be required if the Owners are not directly and
2 adversely affected by such amendment or modification.

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

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

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

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

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

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

24 (c) Any act done pursuant to a modification or amendment so
25 consented to shall be binding upon the Owners of all the Refunding Bonds and shall
26 not be deemed an infringement of any of the provisions of this Resolution, whatever
27 the character of such act may be, and may be done and performed as fully and freely
28 as if expressly permitted by the terms of this Resolution, and after consent
29 relating to such specified matters has been given, no Owner shall have any right or

October 13, 2009

1 interest to object to such action or in any manner to question the propriety
2 thereof or to enjoin or restrain the District or any officer or agent of either
3 from taking any action pursuant thereto.

4 Section 24. Resolution to Constitute Contract. In consideration of the
5 purchase and acceptance of any and all of the Refunding Bonds authorized to be
6 issued hereunder by those who shall own the same from time to time, this Resolution
7 shall be deemed to be and shall constitute a contract among the District and the
8 Owners from time to time of the Refunding Bonds; and the pledge made in this
9 Resolution shall be for the equal benefit, protection and security of the Owners of
10 any and all of the Refunding Bonds, all of which, regardless of the time or times
11 of their issuance or maturity, shall be of equal rank without preference, priority
12 or distinction of any of the Refunding Bonds over any other thereof.

13 Section 25. Unclaimed Moneys. Anything in this Resolution to the
14 contrary notwithstanding, any moneys held by the Paying Agent in trust for the
15 payment and discharge of any of the Refunding Bonds which remain unclaimed for one
16 (1) year after the date when such Refunding Bonds have become due and payable,
17 either at their stated maturity dates or by call for earlier redemption, if such
18 moneys were held by the Paying Agent at such date, or for one (1) year after the
19 date of deposit of such moneys if deposited with the Paying Agent after said date
20 when such Refunding Bonds become due and payable, shall be repaid by the Paying
21 Agent to the District, as its absolute property and free from trust, and the Paying
22 Agent shall thereupon be released and discharged with respect thereto and the
23 owners of such Refunding Bonds shall look only to the District for the payment of
24 such Refunding Bonds; provided, however, that before being required to make such
25 payment to the District, the Paying Agent shall, at the expense of District, cause
26 to be mailed to the Owners of all such Refunding Bonds, at their respective
27 addresses appearing on the registration books, a notice that said moneys remain
28 unclaimed and that, after a date in said notice, which date shall not be less than

1 thirty (30) days after the date of mailing such notice, the balance of such moneys
2 then unclaimed will be returned to the District.

3 Section 26. Permitted Investments.

4 (a) All amounts held in the funds and accounts established
5 hereunder and held by the County shall be invested by the Treasurer in any
6 instrument which is a lawful investment for funds of the District. Unless
7 otherwise instructed by the District in writing, amounts held hereunder shall be
8 invested in the County of Orange Treasurer's Pooled Investment Fund. If invested
9 in other than the Pooled Investment Fund, amounts in the Debt Service Fund shall be
10 invested in investments maturing not later than the date on which such amounts will
11 be needed to pay the Principal of, Accreted Value and interest on the Refunding
12 Bonds.

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

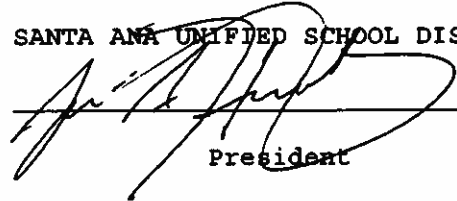
20 Section 27. Transmittal of Resolution. The Superintendent or her
21 written designee shall transmit a copy of this Resolution and the debt service
22 schedule for the Refunding Bonds and the Refunded Bonds to the County Auditor and
23 the Treasurer.

24 Section 28. Effective Date. This Resolution shall take effect
25 immediately upon its adoption.

ADOPTED, SIGNED AND APPROVED this 13th day of October, 2009.

BOARD OF EDUCATION OF THE
SANTA ANA UNIFIED SCHOOL DISTRICT

By:



President

Attest:



Clerk

STATE OF CALIFORNIA)
) ss
ORANGE COUNTY)

I, Audrey Yamagata-Noji, Ph.D., do hereby certify that the foregoing is a true and correct copy of Resolution No. 2811, which was duly adopted by the Board of Education of the Santa Ana Unified School District at meeting thereof held on the 13th day of October, 2009, and that it was so adopted by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTENTIONS:

By 

Clerk

Resolution Number 09/10-2794

RESOLUTION OF THE BOARD OF EDUCATION
OF SANTA ANA UNIFIED SCHOOL DISTRICT
ADOPTING A CONFLICT OF INTEREST CODE
WHICH SUPERCEDES ALL PRIOR CONFLICT OF
INTEREST CODES AND AMENDMENTS
PREVIOUSLY ADOPTED

WHEREAS, the Political Reform Act of 1974, Government Code Section 81000 et. seq. (“the Act”), requires a local government agency to adopt a Conflict of Interest Code pursuant to the Act; and

WHEREAS, the Santa Ana Unified School District has previously adopted a Conflict of Interest Code and that Code now requires updating; and

WHEREAS, amendments to the Act have in the past and foreseeably will in the future require conforming amendments to be made to the Conflict of Interest Code; and

WHEREAS, the Fair Political Practices Commission has adopted a regulation, Title 2, California Code of Regulations, Section 18730, which contains terms for a standard model Conflict of Interest Code, which, together with amendments thereto, may be adopted by public agencies and incorporated by reference to save public agencies time and money by minimizing the actions required of such agencies to keep their codes in conformity with the Political Reform Act.

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NOW THEREFORE, BE IT RESOLVED:

Section 1. The terms of Title 2, California Code of Regulations, Section 18730 (Attachment A) and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, together with Exhibits A and B in which members and employees are designated and disclosure categories are set forth, constitute the Conflict of Interest Code of the Santa Ana Unified School District.

Section 2. The provisions of all Conflict of Interest Codes and Amendments thereto previously adopted by the Santa Ana Unified School District and hereby superseded.

Section 3. The Filing Officer is hereby authorized to forward a copy of this Resolution to the Clerk of the Orange County Board of Supervisors for review and approval by the Orange County Board of Supervisors as required by California Government Code Section 87303.

NOW, THEREFORE, BE IT RESOLVED: That the Santa Ana Board of Education proclaims the adoption of Resolution No. 09/10-2794 to adopt the State of California Model Code for the Santa Ana Unified School District.

Upon motion of Member Rob Richardson and duly seconded, the foregoing Resolution was adopted by the following vote:

AYES: Jose A. Hernandez, J.D., Rob Richardson, Audrey Yamagata-Noji, Ph.D., John Palacio, and Roman Reyna

NOES:

ABSENT

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.

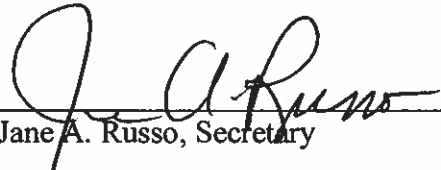
1 I, Jane A. Russo, Secretary of the Board of Education of the Santa Ana Unified School
2 District of Orange County, California, hereby certify that the above and foregoing Resolution
3 was duly adopted by the said Board at a regular meeting thereof held on the 13th day of
4 October, 2009, and passed by a vote of 5-0 of said Board.

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6 IN WITNESS WHEREOF, I have hereunto set my hand this 14th day of
7 October, 2009.

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Jane A. Russo, Secretary

Board of Education

Santa Ana Unified School District

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October 13, 2009

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - October 13, 2009

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
RETIREMENTS					
Felicijan, Christine	Teacher	Human Resources	November 30, 2009		12 years
RESIGNATIONS					
Cosgrove, Ann	Teacher	Carr	September 16, 2009		Personal - 13 Days
NEW HIRE/RE-HIRES					
	Speech and Language Pathologist-MS/Waiver				
Derleth, Nicole	MS/Waiver	Speech Department	September 16, 2009		New Hire - Probationary I
Dhenin, Maleah	Teacher/SS	Valley	September 28, 2009		New Hire - 44920
Do, Kim	Teacher/SS	Santa Ana	September 28, 2009		New Hire - 44920
Fernandes, Lisa	Preschool Teacher	Child Development	September 21, 2009		New Hire - 44909
King, Kelly	Teacher/MS	Sierra	September 28, 2009		New Hire - 44920
Lemus, Devora	Teacher/SS	Willard	September 30, 2009		New Hire - 44920
Morris, Jessica	Teacher/SS	Saddleback	September 1, 2009		Rehire - Intern
Villasenor, Sandra	Counselor/PPS	Carr	September 25, 2009		New Hire - 44920
LEAVE OF ABSENCE (21 Days or more)					
Yen, Alice	Teacher	Taft	September 21, 2009	June 21, 2010	Personal

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - October 13, 2009

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
EXTENSION LEAVE OF ABSENCE (21 Days or more)					
Presby, Monica	Teacher	Human Resources	September 21, 2009	June 21, 2010	Child Care
Stahle, Katherine	Teacher	Human Resources	September 22, 2009	June 21, 2010	Child Care
CHANGE IN STATUS					
Nimmo, Samuel	Teacher	Century	August 28, 2009		From 44920 to Probationary I
ADDITIONAL ASSIGNMENTS 2009/2010					
Castellon, Paul	Preschool Teacher	Cal-SAFE Program	August 26, 2009	August 27, 2009	2 Days
Espinoza, Rosalina	Teacher	Century	August 4, 2009	August 27, 2009	18 Days
Maldonado, Carmen	Lead Teacher	Child Development	August 24, 2009	August 25, 2009	2 Days
Nguyen, Thach	Lead Teacher	Child Development	August 24, 2009	August 25, 2009	2 Days
Orlando, Keely	School Readiness Coordinator	Educational Services	August 24, 2009	August 27, 2009	4 Days
Rodriguez, Zully	Lead Teacher	Elementary	August 24, 2009	August 25, 2009	2 Days
Tong, Lynn	Lead Teacher	Child Development	August 24, 2009	August 25, 2009	2 Days
Tran, Thu	Lead Teacher	Child Development	August 24, 2009	August 25, 2009	2 Days
Wilson, Patty	Lead Teacher	Cal-SAFE Program	August 25, 2009	August 27, 2009	3 Days

October 13, 2009

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - October 13, 2009

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
ADDITIONAL ASSIGNMENTS 2008/2009					
Carter, Cynthia A.	Head Start Coordinator	Child Development	June 4, 2009	June 11, 2009	5.5 Days
ADDITIONAL ASSIGNMENTS 2007/2008					
Pilato, Tara	Teacher	Special Education	2007/2008		4 Days
EXTRA DUTY					
Lubetkin, Martie	Speech and Language Pathologist	Speech Department	July 1, 2009	August 14, 2009	Regular Hourly Rate
CHANGE IN CONTRACT LENGTH					
Sopko, Danielle	Counselor	Mendez	August 21, 2009		From 100% to 50% Contract
CHANGE IN CONTRACT LENGTH - CORRECTION					
Bennett, Christine	Teacher	Mendez	August 28, 2009		From 85% of Everyday to 100% Contract

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - October 13, 2009

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
PARTIAL CONTRACTS					
Ryan, Brittney	Speech and Language Pathologist	Speech Department	August 28, 2009		20% Contract
APPROVAL TO REQUEST WAIVER FOR CLINICAL REHABILITATIVE SERVICES (SPEECH AND LANGUAGE) FOR SPECIAL EDUCATION - 2009/2010					
Jeffers, Traci					
DEPARTMENT CHAIRPERSONS					
Arvizu, Virginia		Carr	2009-10		Science
Brincks, Mark		Carr	2009-10		Special Education
Bustard, Michael		Carr	2009-10		Social Science
Cazalis, Olivier		Carr	2009-10		Math
Filipek, Anastasia		Carr	2009-10		English
Gonzales, Maricela		Carr	2009-10		English
Gray-Cerillo, Toni		Carr	2009-10		English, Social Science
Hruby, Jeffrey		Carr	2009-10		Math
Larson, Stephen H.		Carr	2009-10		English
Mitchell, Melvin		Carr	2009-10		P.E. (Boys & Girls)
Nobel, Shannon		Carr	2009-10		Social Science
Poderoso, Charie		Carr	2009-10		Science
Cardenas, Marisol		Chavez	2009-10		Art
Clayton, Nora		Chavez	2009-10		English

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - October 13, 2009

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
October 13, 2009					
DEPARTMENT CHAIRPERSONS (Continued)					
Ozuna, Juan		Chavez	2009-10		Social Science
Park, Chu		Chavez	2009-10		Science
Steele-Hasen, Lisa		Chavez	2009-10		Special Education
Umansky, Frank		Chavez	2009-10		Math
Aubuchon, Diana		McFadden	2009-10		English
Cano, Michelle		McFadden	2009-10		Math
De Quesada, Isabel		McFadden	2009-10		English
Ellis, Gregory		McFadden	2009-10		Music
Gallegos, Kim		McFadden	2009-10		Social Science
Gentile, Nicholas		McFadden	2009-10		Social Science
Gresty, Diana		McFadden	2009-10		Special Education
Napier, Rodney		McFadden	2009-10		P.E. (Boys & Girls)
Mandolini, Gloria		McFadden	2009-10		Foreign Language
Quezada, Fabiola		McFadden	2009-10		ESL/Bilingual
Schelvan, Susan		McFadden	2009-10		English
Sotolongo, Mildred		McFadden	2009-10		English
Voight, Damon		McFadden	2009-10		Special Education
Werner, Scott		McFadden	2009-10		Science
Anderson, Carolyn		Santa Ana	2009-10		Math
Arsenault, Dennis		Santa Ana	2009-10		Social Science
Atchley, Debra		Santa Ana	2009-10		Science
Detviler, Tammra		Santa Ana	2009-10		Special Education
Dukus, Robert		Santa Ana	2009-10		Science

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
 Board Meeting - October 13, 2009

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
DEPARTMENT CHAIRPERSONS (Continued)					
Himmelberger, Jo Ann		Santa Ana	2009-10		Business Education, Home Economics, Industrial Arts
Leek, Diana		Santa Ana	2009-10		P.E. (Girls)
Mitchell, Glenn		Santa Ana	2009-10		P.E. (Boys)
Noel, Barbara		Santa Ana	2009-10		Music
Osle, Lizette		Santa Ana	2009-10		Foreign Language
Pierson, Peggy		Santa Ana	2009-10		Social Science
Salgado, Teresa		Santa Ana	2009-10		Foreign Language
Saxton, Sharon		Santa Ana	2009-10		English
Tang, Andy		Santa Ana	2009-10		Math
Taunton, Maudeane		Santa Ana	2009-10		Reading Program
Vander-Molen, Marsha		Santa Ana	2009-10		ESL/Bilingual
Westing, Judith		Santa Ana	2009-10		Art
Doty, Richard		Spurgeon	2009-10		Math
Ford, Russell		Spurgeon	2009-10		English
Holland, Caran		Spurgeon	2009-10		Music
Kline, Stacy		Spurgeon	2009-10		Business Education
Manske, Tammy		Spurgeon	2009-10		Social Science
Mayes, Margaret		Spurgeon	2009-10		English
Phan, Joanne		Spurgeon	2009-10		Science
Ramsey, James		Spurgeon	2009-10		P.E. (Boys & Girls)
Rude, Richard		Spurgeon	2009-10		Science
Wilson, Tamira		Spurgeon	2009-10		Special Education
Bennett, Lloyd		Willard	2009-10		Special Education

October 13, 2009

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - October 13, 2009

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
DEPARTMENT CHAIRPERSONS (Continued)					
Cervantes, Mario		Willard	2009-10		Social Science
Clark, Randy		Willard	2009-10		English
Fitzgerald-Jimenez, Crystal		Willard	2009-10		ESL/Bilingual
Harvey, Todd		Willard	2009-10		P.E. (Boys)
Jones, Steven		Willard	2009-10		Music
Mc Carthy, Patrick		Willard	2009-10		Science
Pickels, Susan		Willard	2009-10		P.E. (Girls)
Zive, Paul		Willard	2009-10		Math
ADMINISTRATIVE SUBSTITUTES					
De Berry, Robert	Administrative Substitute	District Office			As-Needed-Basis
Odum, Freda	Administrative Substitute	District Office			As-Needed-Basis
OFFER OF EMPLOYMENT - ROP					
Magarro, June	Teacher-Computer Applications		2009-10		
ROP TEACHERS					
Borrell, Jennifer					
Brandt, Terry					