

**BOARD OF TRUSTEES**  
**ANAHEIM UNION HIGH SCHOOL DISTRICT**  
501 Crescent Way, P.O. Box 3520  
Anaheim, California 92803-3520  
[www.auhsd.us](http://www.auhsd.us)

**NOTICE OF REGULAR MEETING**

Date: February 4, 2011

To: Jordan Brandman, P.O. Box 3520, Anaheim, CA 92803-3520  
Anna L. Piercy, P.O. Box 3520, Anaheim, CA 92803-3520  
Jan Harp Domene, P.O. Box 3520, Anaheim, CA 92803-3520  
Katherine H. Smith, P.O. Box 3520, Anaheim, CA 92803-3520  
Brian O'Neal, P.O. Box 3520, Anaheim, CA 92803-3520

Orange County Register, 1771 S. Lewis, Anaheim, CA 92805  
Anaheim Bulletin, 1771 S. Lewis, Anaheim, CA 92805  
News Enterprise, P.O. Box 1010, Los Alamitos, CA 90720  
Los Angeles Times, 1375 Sunflower, Costa Mesa, CA 92626  
Event News, 9559 Valley View Street, Cypress, CA 90630  
Excelsior, 523 N. Grand Avenue, Santa Ana, CA 92701

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

Thursday, the 10<sup>th</sup> day of February 2011

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

**Closed Session-3:00 p.m.**

**Regular Meeting-6:00 p.m.**

  
Elizabeth I. Novack, Ph.D.  
Superintendent

**BOARD OF TRUSTEES**  
**Agenda**  
**Thursday, February 10, 2011**  
**Closed Session-3:00 p.m.**  
**Regular Meeting-6:00 p.m.**

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Some items on the agenda of the Board of Trustees' meeting include exhibits of supportive and/or background information. These items may be inspected in the superintendent's office of the Anaheim Union High School District, at 501 Crescent Way in Anaheim, California. The office is open from 7:30 a.m. to 5:00 p.m., Monday through Friday, and is closed for most of the federal and local holidays. These materials are also posted with the meeting agenda on the District website, [www.auhsd.us](http://www.auhsd.us), at the same time that they are distributed to the Board of Trustees.

*Meetings are recorded for use in the official minutes.*

- |    |  |                                |
|----|--|--------------------------------|
| 1. | <b>CALL TO ORDER-ROLL CALL</b>               | <b><i>ACTION ITEM</i></b>      |
| 2. | <b>ADOPTION OF AGENDA</b>                    | <b><i>ACTION ITEM</i></b>      |
| 3. | <b>PUBLIC COMMENTS, CLOSED SESSION ITEMS</b> | <b><i>INFORMATION ITEM</i></b> |

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

- |    |                       |                                       |
|----|-----------------------|---------------------------------------|
| 4. | <b>CLOSED SESSION</b> | <b><i>ACTION/INFORMATION ITEM</i></b> |
|----|-----------------------|---------------------------------------|

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

- 4.1 To consider matters pursuant to Education Code Section 48918: Expulsion of students 10-63, 10-64, 10-65, 10-66, 10-67, 10-68, 10-69, 10-70, 10-71, 10-72, 10-73, 10-74, 10-75, 10-76, 10-77, 10-78, 10-80, 10-81, 10-82, 10-83, 10-84, 10-85, 10-86, 10-87, 10-89, 10-90, and 10-91.
- 4.2 To consider matters pursuant to Education Code Section 48918: Readmission of student 09-09.
- 4.3 To consider matters pursuant to Government Code Section 54957.6: Conference with labor negotiators Dr. Novack, Dr. Sevillano, Mrs. Poore, and Mr. Lee-Sung regarding negotiations and contracts with the American Federation of State, County and Municipal Employees (AFSCME), Anaheim Personnel and Guidance Association (APGA), Anaheim Secondary Teachers Association (ASTA), and California School Employees Association (CSEA).
- 4.4 To consider matters pursuant to Government Code Section 54957: Public employee discipline/dismissal/release.

- 4.5 To consider matters pursuant to Government Code Section 54956.9 (a): Anticipated litigation.
- 4.6 To consider matters pursuant to Government Code Section 54956.8: Conference with property negotiators Dr. Novack and Mr. Holcomb, regarding property located at 5080 Orange Avenue, Cypress, California.

5. **RECONVENE MEETING, PLEDGE OF ALLEGIANCE, AND MOMENT OF SILENCE** **INFORMATION ITEM**

5.1 **Reconvene Meeting**

The Board of Trustees will reconvene into open session.

5.2 **Pledge of Allegiance and Moment of Silence**

Jason Allemann, Katella High School principal, will lead the Pledge of Allegiance to the Flag of the United States of America and the moment of silence.

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

7. **REPORTS** **INFORMATION ITEM**

7.1 **Closed Session**

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

7.2 **Principal's Report**

Dr. Allemann will present a report on Katella High School.

7.3 **Anaheim Secondary Council Parent Teacher Association (ASCPTA) Report**

Cindy Mendoza, ASCPTA president, will report on events throughout the District.

7.4 **Reports of Associations**

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

7.5 **Student Representative's Report**

Paola Gonzalez, student representative to the Board of Trustees, will report on school activities throughout the District.

8. **PRESENTATIONS** **INFORMATION ITEM**

8.1 **Certificate of Appreciation, Frank Garcia**

The Board of Trustees will honor Frank Garcia, owner of La Casa Garcia Restaurant and member of the Anaheim Prep/Sports Activities Foundation Board, for his contributions to the community of Anaheim. Mr. Garcia is also the founder of the county's largest free Thanksgiving feast "We Give Thanks," which is in its 24<sup>th</sup> year.

8.2 **Introduction of Chuck Darrington**

Chuck Darrington will be introduced as the newly appointed personnel commissioner.

8.3 **Recognition of 4<sup>th</sup> District PTA Reflections Gallery Awards**

Certificates will be presented to the following students who received an award at the 4<sup>th</sup> District PTA Reflections Gallery.

Honorable Mention

|                   |                  |                              |                    |
|-------------------|------------------|------------------------------|--------------------|
| Claria Chung      | 8 <sup>th</sup>  | Lexington Junior High School | Visual Arts        |
| Natalie Goldstein | 10 <sup>th</sup> | Cypress High School Film     | Production         |
| Hannah Poon       | 8 <sup>th</sup>  | Lexington Junior High School | Dance Choreography |

Award of Merit

|                  |                  |                             |             |
|------------------|------------------|-----------------------------|-------------|
| Kaleb Duran      | 12 <sup>th</sup> | Cypress High School         | Visual Arts |
| Omar Hernandez   | 8 <sup>th</sup>  | Sycamore Junior High School | Literature  |
| Tashiana Seebeck | 8 <sup>th</sup>  | Walker Junior High School   | Photography |

8.4 **Recognition of Words Out Loud Award Recipients**

Certificates will be presented to the following students as award recipients in the Words Out Loud Spelling Bee and Oral Interpretation contest.

7th Grade Spelling Bee

|           |                 |                               |
|-----------|-----------------|-------------------------------|
| 1st Place | Talia Ruiz      | Brookhurst Junior High School |
| 2nd Place | Isabella Musngi | Sycamore Junior High School   |

8th Grade Spelling Bee

|           |             |                              |
|-----------|-------------|------------------------------|
| 1st Place | Alison Choe | Lexington Junior High School |
| 2nd Place | Brian Chen  | Oxford Academy               |

Junior High Oral Interpretation

|           |                     |                             |
|-----------|---------------------|-----------------------------|
| 1st Place | Marci Leigh Marquez | Ball Junior High School     |
| 2nd Place | Enzo Errera         | Sycamore Junior High School |
| 3rd Place | Omar Sandoval       | Sycamore Junior High School |

Senior High Oral Interpretation

|           |                  |                     |
|-----------|------------------|---------------------|
| 1st Place | Lucas Beeson     | Western High School |
| 2nd Place | Feby Boediarso   | Oxford Academy      |
| 3rd Place | Jillian Manalang | Oxford Academy      |

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

***INFORMATION ITEM***

Opportunities for public comments occur at the beginning of each agenda item and at this time for items not on the agenda. Persons wishing to address the Board of Trustees should complete a speaker request form, available on the information table, at the back of the room, and submit it to the executive assistant prior to the meeting. Each speaker is limited to a maximum of five minutes; each topic or item is limited to a total of 20 minutes. Board members cannot immediately respond to public comments, as stated on the speaker request form.

10. **ITEMS OF BUSINESS**

10.1 **21<sup>st</sup> Century Learning in AUHSD**

***INFORMATION ITEM***

Information will be provided to the Board of Trustees about the Partnership for 21st Century Learning and how the Anaheim Union High District is in a leadership position in California.

Recommendation:

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

10.2 **Resolution No. 2010/11-E-05, California Coalition for 21<sup>st</sup> Century Learning (Roll Call Vote)** **ACTION ITEM**

The Board of Trustees is requested to adopt Resolution No. 2010/11-E-05 to recognize that the Anaheim Union High School District is in support of the California Coalition for the Partnership for 21<sup>st</sup> Century Learning. **[EXHIBIT A]**

Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2010/11-E-05, by a roll call vote.

10.3 **Resolution No. 2010/11-BOT-03, February is Kindness Matters Month (Roll Call Vote)** **ACTION ITEM**

The Board of Trustees is requested to adopt Resolution No. 2010/11-BOT-03, which designates the month of February as Kindness Matters Month. **[EXHIBIT B]**

Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2010/11-BOT-03, by a roll call vote.

10.4 **Resolution No. 2010/11-E-03, Career and Technical Education Month (Roll Call Vote)** **ACTION ITEM**

The Board of Trustees is requested to adopt Resolution No. 2010/11-E-03 for Career and Technical Education Month. The adoption of this resolution provides an opportunity to inform parents, guardians, and communities of the efforts that the District is taking to promote career and technical education. **[EXHIBIT C]**

Recommendation:

It is recommended that the Board of Trustees adopt Resolution 2010/11-E-03, by a roll call vote.

10.5 **Resolution No. 2010/11-E-04, Read Across America Day (Roll Call Vote)** **ACTION ITEM**

The Board of Trustees is requested to adopt Resolution No. 2010/11-E-04, designating March 2, 2011, as Read Across America Day. **[EXHIBIT D]**

Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2010/11-E-04, by a roll call vote.

10.6 **Resolution No. 2010/11-E-06, Black History Month (Roll Call Vote)** **ACTION ITEM**

The Board of Trustees is requested to adopt Resolution No. 2010/11-E-06 for Black History Month. The adoption of this resolution honors the heritage of African Americans, as well as their many achievements and contributions to our nation. **[EXHIBIT E]**

Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2010/11-E-06, by a roll call vote.

10.7 **Board Policy, Second Reading, Revised** **ACTION ITEM**

The Board of Trustees is requested to review and approve the second reading of revised Board Policy 6604, Administrative Substitute Salary Schedule. The initial change reflected additional authority by the superintendent to adjust the substitute administrator's salary to more fairly compensate substitutes. The revised changes clarify that the superintendent may recommend the exemption of substitutes and may propose a salary that more fairly compensates substitutes. Exemptions from this policy will require Board approval.

**[EXHIBIT F]**

Recommendation:

It is recommended that the Board of Trustees approve the revised policy.

10.8 **Board Policy, First Reading, New** **ACTION ITEM**

The Board of Trustees is requested to review and approve the first reading of new Board Policy 6604.01, Certificated Administrators on Extended Illness Leave. This policy establishes guidelines consistent with the Education Code regarding differential pay while a certificated administrator is on extended illness leave. **[EXHIBIT G]**

Recommendation:

It is recommended that the Board of Trustees review and approve the new policy.

10.9 **Agreement, American Allegiance for Health Physical Education Recreation and Dance** **ACTION ITEM**

The Board of Trustees is requested to approve the agreement with the American Allegiance for Health Physical Education Recreation and Dance to provide training for administration and scoring of the Adapted Physical Education Assessment Scales (APEAS II). Services will be provided February 11, 2011, through June 30, 2011, at a cost not to exceed \$2,500. (Special Education Funds) **[EXHIBIT H]**

Recommendation:

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

10.10 **Agreement, Merchant Bank Services, Bank of America** **ACTION ITEM**

The Board of Trustees is requested to approve Bank of America as the merchant bank for the District's food services program online payment process. This will allow parents to make payments for their students' meals through an online web store, MySchoolBucks, that will be posted on school site web pages. MySchoolBucks was Board approved in July 2010. The merchant bank cost charged to the District will be \$.0025 per total dollar transaction, and \$.10 per number of transactions. There is an annual fee of \$94.75. The amount to be charged back to web store users has not yet been determined. The District currently has a banking relationship with Bank of America, including the food services program bank account. (Cafeteria Funds) **[EXHIBIT I]**

Recommendation:

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

10.11 **Agreement Amendment, Best Best and Krieger, LLP** **ACTION ITEM**

The Board of Trustees is requested to approve an increase to an existing agreement with Best Best and Krieger, LLP. The existing agreement for 2010-11 is \$600,000. The requested increase of \$390,000 is the result of the expert witness fees that were excluded from the anticipated amount approved last year, for a total amount not to exceed \$990,000. (Measure Z Funds, Maintenance Funds, and/or other funds as appropriate) **[EXHIBIT J]**

Recommendation:

It is recommended that the Board of Trustees approve the amended agreement.

10.12 **School Sponsored Student Organization**

**ACTION ITEM**

The Board of Trustees is requested to approve the school sponsored student organization:

Savanna High School, Sociedad Honoraria Hispanica (Hispanic National Honors Society)  
**[EXHIBIT K]**

Recommendation:

It is recommended that the Board of Trustees approve the school sponsored student organization, as listed, and allow the student representative to the Board of Trustees the opportunity to cast a preferential vote on the student organization.

11. **CONSENT CALENDAR**

**ACTION ITEM**

***The Board will list consent calendar items that they wish to pull for discussion.***

The Board of Trustees is requested to approve/ratify items listed under the consent calendar. These items are considered routine and are acted on by the Board of Trustees in one motion. It is understood that the administration recommends approval of all consent items. Each item on the consent calendar, approved by the Board, shall be deemed to have been considered in full and approved/ratified as recommended. There is no discussion of these items prior to the Board vote unless a member of the Board, staff, or the public requests specific items be discussed, or removed, from the consent calendar.

11.1 **Focused Fitness**

Ratify the agreements with Focused Fitness.

11.1.1 **Agreement, Focused Fitness**

As a requirement of the Physical Education Program (PEP) Grant, Focused Fitness will provide staff development, curriculum development, quantitative and qualitative evaluation, and an advanced training workshop to help build a quality, standards-based physical education program. Services are being provided October 1, 2010, through September 30, 2011, at a cost not to exceed \$117,100. (PEP Grant Funds)  
**[EXHIBIT L]**

11.1.2 **Agreement, Focused Fitness LLC, WELNET Service**

Focused Fitness will provide AUHSD with a web-based software application that will simplify the process of gathering student academic information, fitness and health data, and printing individual and group reports, which can be assessed from any internet-enabled computer. Services are being provided October 1, 2010, through September 31, 2013, at no additional cost. **[EXHIBIT M]**

Recommendation:

It is recommended that the Board of Trustees ratify the agreements.

11.2 **Agreements**

11.2.1 **Agreement, Student Teaching, California State University, Long Beach**

Approve an agreement with California State University, Long Beach, for student teaching, February 11, 2011, through June 30, 2014. University students will meet

with school site master teachers to be involved in the student's preparations for student teaching. This agreement provides opportunities for the student teacher to observe, participate, assist, and teach in the master teacher's classroom for one semester. Master teachers will model to the student teacher effective planning, instruction, and management strategies, as well as discuss these strategies with the student teacher. Services will be provided at no cost to the District. This agreement will be signed by California State University, Long Beach, following the AUHSD Board of Trustees' approval. **[EXHIBIT N]**

**11.2.2 Agreement, Orange County Superintendent of Schools**

Ratify the agreement with the Orange County Superintendent of Schools to provide substitute teachers for Polaris High School teachers, David Done and Joel Schwartz, for their participation in the Understanding American Citizenship (UAC) Grant. Participation will be December 1, 2010, through June 30, 2011, at a cost not to exceed \$2,600. (UAC Grant Funds) **[EXHIBIT O]**

**11.2.3 Agreement, National Repository of Online Courses (NROC) Network Membership, Monterey Institute For Technology and Education**

Approve the National Repository of Online Courses (NROC) Network Membership agreement between the Monterey Institute for Technology and Education, and the Anaheim Union High School District (AUHSD). This membership provides AUHSD teachers and students free access to high-quality, interactive NROC online content and multi-modal teaching resources that build 21<sup>st</sup> century skills. Teachers will also have the right to host the content locally, and the right to link to all NROC content through a customized, secure website. These online courses will also supplement the AUHSD eLearning curriculum in all content areas. This membership is provided through AUHSD's partnership with the University of California College Prep (UCCP) program. The term of this three-year agreement is February 14, 2011, through June 30, 2014, at no cost to the District. This agreement will be signed by Monterey Institute of Technology following the AUHSD Board of Trustees' approval. **[EXHIBIT P]**

**11.2.4 Agreement, Orange County Superintendent of Schools**

Approve the Orange County Superintendent of Schools' agreement to fund Friday Night Live and Club Live programs for the 2010-11 year. Friday Night Live is a high school program and Club Live is a junior high school program. These school-based programs implement student activities that focus on alcohol and other drug prevention services. The Orange County Superintendent of Schools' agreement provides the District with funding in an amount not to exceed \$5,400. The funds are designated to pay stipends to school advisors for the program. Services will be provided March 1, 2011, through May 1, 2011. **[EXHIBIT Q]**

**Recommendation:**

It is recommended that the Board of Trustees approve/ratify the agreements.

**11.3 Rejection of Liability Claim**

Reject a liability claim that was filed on January 5, 2011, and it was identified as AUHSD 10-15. After review, staff determined that the claim was not a proper charge against the District. This claim alleges personal loss and/or injury.

**Recommendation:**

It is recommended that the Board of Trustees reject AUHSD 10-15, as not a proper charge against the District, and authorize staff to send the notice of rejection.



11.4 **Donations**

| <u>Location</u>    | <u>Donated by</u>         | <u>Item</u>           |
|--------------------|---------------------------|-----------------------|
| Anaheim            | El Super Grocery Store    | 100 Caramel apples    |
| Cypress            | Charles and Sandra Osaki  | Computer              |
|                    | James Quirion             | Computer and software |
| Hope<br>(jogathon) | April and Michael Heitman | Saxophone             |
|                    | Mike Bowermaster          | \$530                 |
|                    | Clayton Jones             | \$50                  |
|                    | George Butcher            | \$20                  |
|                    | Pablo Soriano             | \$10                  |
|                    | Aaron Heckathorn          | \$30                  |
|                    | Stephanie Zagal           | \$10                  |
|                    | Rachel Lewis              | \$10                  |
|                    | Michael Hua               | \$20                  |
|                    | Omar Yenez                | \$10                  |
|                    | Jennifer Ngo              | \$10                  |
|                    | Frank Campisi             | \$100                 |
|                    | Rebecca La Cava           | \$40                  |
|                    | Lupita Maria Carrillo     | \$20                  |
|                    | Jazmin Paniagua           | \$10                  |
|                    | Zachary Shorman           | \$30                  |
|                    | Steven Reuss              | \$35                  |
|                    | Mary Tkach                | \$31                  |
|                    | Jonathan Thomas           | \$10                  |
|                    | Grecia Molina             | \$30                  |
| Daniel Sanchez     | \$50                      |                       |
| Lindsay Robison    | \$100                     |                       |
| Michael Robison    | \$10                      |                       |
| Steven Khozam      | \$10                      |                       |

|                           |                                       |       |
|---------------------------|---------------------------------------|-------|
|                           | Ana Miranda                           | \$20  |
|                           | Jeremy Lyons                          | \$10  |
|                           | Kyle Ramsey                           | \$30  |
|                           | Gloria Allala                         | \$10  |
|                           | Jack in the Box                       | \$100 |
|                           | Autin Martin                          | \$40  |
|                           | Osdine Diolazo                        | \$10  |
|                           | Lucas Mugica                          | \$20  |
|                           | Joseph Wysocki                        | \$10  |
|                           | Richard Flaherty                      | \$10  |
|                           | Bonnie Peat                           | \$25  |
|                           | Jennifer Lynne Jones                  | \$20  |
|                           | James Booth                           | \$30  |
|                           | Paul Villarubia                       | \$100 |
|                           | Sierra Alfonso                        | \$15  |
|                           | Angel Mendez                          | \$30  |
|                           | Brenda Ambriz                         | \$9   |
|                           | Justin Allen                          | \$20  |
|                           | Cornelius Lombard                     | \$20  |
|                           | Ramon Flores                          | \$5   |
|                           | Teresa Amador                         | \$142 |
|                           | Frank Martinez                        | \$40  |
| Hope<br>(misc. donations) | Cosby Oil Company, Inc.               | \$100 |
|                           | Wurtec, Inc.                          | \$100 |
|                           | Larry Jones                           | \$125 |
|                           | Mitsubishi Electric & Electronics USA | \$200 |
|                           | RJ Electric                           | \$250 |
|                           | MAG-Trol Associates, Inc.             | \$250 |
|                           | C.H.D.S INC.                          | \$250 |

|          |   |                          |
|----------|---|--------------------------|
|          | AFD Industries, Inc.  | \$250                    |
|          | Globe Architectural & Metal   | \$250                    |
|          | Draka Elevator Products   | \$250                    |
|          | Physical Distribution Services, Inc.  | \$500                    |
|          | K.M. McRAE Inc.   | \$500                    |
|          | Mitsubishi Electric & Electronics USA                                       | \$1,770.82               |
|          | Mitsubishi Electric America Foundation                                      | \$2,803.91               |
|          | Mitsubishi Electric & Electronics USA                                       | Digital camera           |
| Katella  | State of California<br>Governor's Council on Physical Fitness<br>and Sports | \$100,000 Fitness center |
| Magnolia | Central Coast Swoosh  | \$490                    |
|          | Mehr Law Group  | \$150                    |
| Sycamore | Janice and David Akins  | \$100                    |
|          | Kathleen and Thomas Cryer   | \$25                     |
|          | James and Sheryl Hedrick  | \$25                     |
|          | Victoria Tompkins   | \$270                    |
|          | Mount Calvary Lutheran Church   | \$193                    |
|          | Lamb of God Lutheran Church   | \$290                    |
|          | American Casual<br>Sofia and Mozi Lakhani                                   | \$339                    |
| Western  | Debora Garcia   | 15 Computers             |

Recommendation:

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

11.5 **Declare Certain Furniture and Equipment as Unusable, Obsolete, and/or Out-of-Date, and Ready for Sale, or Destruction**

Recommendation:

It is recommended that the Board of Trustees approve the list of District furniture and equipment as unusable, obsolete, and/or out-of-date, and ready for sale, or destruction, and authorize proper disposal. **[EXHIBIT R]**

11.6 **Declare Certain Textbooks and Instructional Materials as Unusable, Obsolete, and/or, Out-of-Date, Damaged, and Ready for Sale, or Destruction**

Recommendation:

It is recommended that the Board of Trustees approve the list of District textbooks and instructional materials as unusable, obsolete, and/or out-of-date, damaged, and ready for sale, or destruction as surplus, and authorize staff to dispose of the textbooks and instructional materials in accordance with Education Code Section 60510. [EXHIBIT S]

11.7 **Purchase Order Detail Report**

Recommendation:

It is recommended that the Board of Trustees ratify the purchase order detail report, January 11, 2011, through January 31, 2011. [EXHIBIT T]

11.8 **Check Register/Warrants Report**

Recommendation:

It is recommended that the Board of Trustees ratify the check register/warrants report January 11, 2011, through January 31, 2011. [EXHIBIT U]

11.9 **Individual Service Contracts**

Recommendation:

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

11.10 **Employment Agreement**

Recommendation:

It is recommended that the Board of Trustees ratify the employment agreement with unrepresented employee Paul Sevillano, assistant superintendent, education, February 1, 2011, though June 30, 2013.

11.11 **Certificated Personnel Report**

Recommendation:

It is recommended that the Board of Trustees approve/ratify the certificated personnel report as submitted. [EXHIBIT W]

11.12 **Classified Personnel Report**

Recommendation:

It is recommended that the Board of Trustees approve/ratify the classified personnel report as submitted. [EXHIBIT X]

11.13 **Field Trip Report**

Recommendation:

It is recommended that the Board of Trustees approve/ratify the field trip report as submitted. [EXHIBIT Y]

11.14 **Institutional Membership**

Ratify the Cypress City Chamber of Commerce membership February 1, 2011, through February 1, 2012, \$100. (General Funds)

Recommendation:

It is recommended that the Board of Trustees ratify the membership.

11.15 **Board of Trustees' Meeting Minutes**

January 13, 2011, Special Meeting [**EXHIBIT Z**]

Recommendation:

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

12. **SUPPLEMENTAL INFORMATION** **INFORMATION ITEM**

12.1 Cafeteria Fund, November 2010 [**EXHIBIT AA**]

12.2 Enrollment Report, Month 4 [**EXHIBIT BB**]

12.3 Minutes of Department Meetings [**EXHIBIT CC**]

12.4 Community Center Authority (CCA) Financial Statements [**EXHIBIT DD**]

13. **SUPERINTENDENT AND STAFF REPORT** **INFORMATION ITEM**

14. **BOARD OF TRUSTEES' REPORT** **INFORMATION ITEM**

Announcements regarding school visits, conference attendance, and meeting participation.

15. **ADVANCE PLANNING** **INFORMATION ITEM**

15.1 **Future Meeting Dates**

The next regular meeting of the Board of Trustees will be held on Thursday, March 3, 2011, at 6:00 p.m.

Thursday, March 24  
Thursday, April 14  
Wednesday, May 4  
Thursday, May 26  
Thursday, June 23  
Thursday, July 14

Thursday, August 18  
Thursday, September 8  
Thursday, September 22  
Thursday, October 13  
Thursday, November 3  
Thursday, December 8

15.2 **Suggested Agenda Items**

16. **ADJOURNMENT** **ACTION ITEM**

*In compliance with the Americans with Disabilities Act, individuals with a disability who require modification or accommodation in order to participate in this meeting should contact the executive assistant to the superintendent at (714) 999-3503 by noon on Monday, February 7, 2011.*

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

**California Coalition for 21<sup>st</sup> Century Learning**

**RESOLUTION NO. 2010/11-E-05**

February 10, 2011

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

**WHEREAS**, The Anaheim Union High School District is committed to ensuring that all children receive a quality education that prepares them for success in the 21st century and enables them to graduate high school ready for college or careers;

**WHEREAS**, America's students are falling behind our global competitors in international assessments such as the PISA (Program for International Student Assessment) which measures higher order thinking, problem solving and communication;

**WHEREAS**, the continued growing knowledge and skill gap between the United States and its foreign competitors represents a threat to our sustainability as a world economic power;

**WHEREAS**, several Fortune 500 Corporations, including the Walt Disney Corporation, Dell, Intel, Apple Computer, the California PTA, as well as the National Educators Association are supporting the Partnership for 21st Century Education as a framework for America;

**WHEREAS**, the next generation of AUHSD's and America's leaders and citizens must be prepared to solve great challenges both domestically and globally;

**WHEREAS**, a 21st-century education requires skills in both written and oral communication, collaboration, critical thinking and problem solving, creativity and innovation;

**WHEREAS**, American Fortune 500 corporations, as well as small businesses, increasingly need employees with ability to problem solve, collaborate and communicate in world languages to market products to customers domestically and globally:

**Resolution No. 2010/11-E-05**

**WHEREAS**, More than fifty different languages are spoken in the homes of District students, representing a rich and diverse environment that can benefit students as they are educated to succeed in a global society;

**WHEREAS**, The California Coalition for the 21st Century supports teaching a whole, well-rounded curriculum to all students including English-Language Arts, Mathematics, History-Social Science, Science, Visual and Performing Arts, Career Tech Education Pathways and World Languages to prepare all students for college, career and civic engagement in the 21st century;

**WHEREAS**, the AUHSD is well positioned to be a leader in 21st Century Education through its commitment to the Seal of Biliteracy, Career Tech Education Pathways, the Lesson Design Initiative focused on increasing critical thinking and communication through academic writing and speaking, eLearning, and support for STEAM (Science, Technology, Engineering, Arts, and Math);

**THEREFORE, BE IT RESOLVED** That the Anaheim Union High School District supports the California Coalition for P21 and its goals;

**AND BE IT FURTHER RESOLVED** That the district transmits this resolution of support to all stakeholders including: site administrators, certificated and classified employees, students, parents, and community leaders;

and additionally, under the leadership of the superintendent, develop a task force assessing best practices supporting 21st Century Skills so that AUHSD students can achieve at the highest levels to ensure that our society remain strong and our state and nation can sustain its global competitiveness.

**ADOPTED** this 10<sup>th</sup> day of February 2011, by the Governing Board of Anaheim Union High School District of Orange County, California.

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees, on February 10, 2011, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

I, Elizabeth I. Novack, superintendent of the Anaheim Union High School District of Orange County, California, and secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board of Trustees at the regular meeting thereof held on the 10<sup>th</sup> of February 2011, and passed by a roll call vote of all members of said board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 10<sup>th</sup> of February, 2011.

---

Elizabeth I. Novack, Ph.D.  
Superintendent and  
Secretary to the Board of Trustees



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

**Kindness Matters Month**

**RESOLUTION NO. 2010/11-BOT-03**

February 10, 2011

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

**WHEREAS**, the Board of Trustees of the Anaheim Union High School District is proud to promote a culture of kindness in the community; and

**WHEREAS**, a positive outreach to others can expand our views; and

**WHEREAS**, there are countless ways kindness can be displayed and incorporated into our daily lives; and

**WHEREAS**, learning to be kind is something we can practice and improve; and

**WHEREAS**, being kind is one way each of us can make the world a better place; and

**WHEREAS**, we should never underestimate the impact of a single act of kindness.

**NOW, THEREFORE, BE IT RESOLVED** that the Anaheim Union High School District Board of Trustees observes February as Kindness Matters Month and encourages students and staff to spread kindness, practice patience, emphasize respect, and promote generosity.

**ADOPTED** this 10<sup>th</sup> day of February 2011, by the Governing Board of the Anaheim Union High School District of Orange County, California.

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees, on February 10, 2011, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

I, Elizabeth I. Novack, superintendent of the Anaheim Union High School District of Orange County, California, and secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board of Trustees at the regular meeting thereof held on the 10<sup>th</sup> of February 2011, and passed by a roll call vote of all members of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 10<sup>th</sup> of February 2011.

---

Elizabeth I. Novack, Ph.D.  
Superintendent and  
Secretary to the Board of Trustees

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

## **Career and Technical Education Month**

**RESOLUTION NO. 2010/11-E-03**

February 1, 2011, through February 28, 2011

**WHEREAS**, February 1, 2011, through February 28, 2011, has been designated Career and Technical Education Month by the Association for Career and Technical Education, and

**WHEREAS**, profound economic and technological changes in our society are rapidly reflected in the structure and nature of work, thereby placing new and additional responsibilities on our educational system, and

**WHEREAS**, career and technical education provides Americans with a school-to-careers connection and is the backbone of a strong, well-educated workforce, which fosters productivity in business and industry and contributes to America's leadership in the international marketplace; and

**WHEREAS**, career and technical education gives students experience in practical, meaningful applications of basic skills such as reading, writing and mathematics, thus improving the quality of their education, motivating potential dropouts and giving all students leadership opportunities in their fields and in their communities; and,

**WHEREAS**, career and technical education offers individuals lifelong opportunities to learn new skills, which provide them with career choices and potential satisfaction; and

**WHEREAS**, the ever-increasing cooperative efforts of career technical educators, business, and industry stimulate the growth and vitality of our local economy and that of the entire nation by preparing graduates for career fields forecast to experience the largest and fastest growth in the next decade,

**NOW, THEREFORE, BE IT RESOLVED**, that the Anaheim Union High School District Board of Trustees does hereby support and designate February 1, 2011, through February 28, 2011, to be "Career and Technical Education Month".

The above and foregoing Resolution was duly and regularly adopted by said Board at a regular meeting thereof held on the 10<sup>th</sup> day of February 2011, and passed by the following roll call vote.

**IN WITNESS WHEREOF**, I have hereupon set my hand and seal this 10<sup>th</sup> day of February 2011.

AYES:

NO:

ABSTAIN:

ABSENT:

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

I, Elizabeth I. Novack, Superintendent of the Anaheim Union High School District of Orange County, California, and Secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board of Trustees at the regular and annual organization meeting thereof held on the 10<sup>th</sup> of February 2011 and passed by a roll call vote of all members of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 10<sup>th</sup> day of February 2011.

\_\_\_\_\_  
Elizabeth I. Novack, Ph.D.  
Superintendent and Secretary  
to the Board of Trustees

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

**Read Across America 2011**

**RESOLUTION NO. 2010/11-E-04**

February 10, 2011

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

**WHEREAS**, the Board of Trustees of the Anaheim Union High School District stands firmly committed to promoting reading as the catalyst for our students' future academic success, their preparation for America's jobs of the future, and their ability to compete in a global economy; and

**WHEREAS**, the Board of Trustees of the Anaheim Union High School District has provided significant leadership in the area of community involvement in the education of our youth, grounded in the principle that educational investment is key to the community's well being and long-term quality of life; and

**WHEREAS, *Read Across America 2011***, a national celebration of Dr. Seuss's birthday on March 2<sup>nd</sup>, promotes reading and adult involvement in the education of our community's students;

**THEREFORE, BE IT RESOLVED** that the Board of Trustees calls on the citizens of the Anaheim Union High School District to assure that every student has multiple opportunities to engage in reading;

**AND BE IT FURTHER RESOLVED** that the Board of Trustees enthusiastically endorses ***Read Across America 2011*** and recommits to engage in programs and activities to make America's children the best readers in the world;

**Resolution No. 2010/11-E-04**

**ADOPTED** this 10<sup>th</sup> day of February 2011, by the Governing Board of Anaheim Union High School District of Orange County, California.

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees, on February 10, 2011, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

I, Elizabeth I. Novack, superintendent of the Anaheim Union High School District of Orange County, California, and secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board of Trustees at the regular meeting thereof held on the 10<sup>th</sup> of February 2011, and passed by a roll call vote of all members of said board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 10<sup>th</sup> of February, 2011.

\_\_\_\_\_  
Elizabeth I. Novack, Ph.D.  
Superintendent and  
Secretary to the Board of Trustees

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

**Black History Month**

**RESOLUTION NO. 2010/11-E-06**

February 10, 2011

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

**WHEREAS**, The Board of Trustees of Anaheim Union High School District honors the heritage of African Americans and acknowledges their many contributions to our nation; and

**WHEREAS**, Dr. Carter Godwin Woodson established Black History Week In February, of 1926, choosing a month that marks the birthdays of two important men who greatly impacted the American black population, Abraham Lincoln and Frederick Douglass; and

**WHEREAS**, in the year 1976, the observance was expanded to Black History Month; and

**WHEREAS**, this month holds greater significance from the many milestones it contains; on February 23<sup>rd</sup>, 1868, the Civil Rights leader and co-founder of the National Association for the Advancement of Colored People (NAACP), W.E.B. DuBois, was born; on February 3<sup>rd</sup>, 1870, the 15<sup>th</sup> Amendment, granting blacks the right to vote, was passed; on February 25<sup>th</sup>, 1870, the first black U.S. Senator, Hiram R. Revels, took his oath of office; on February 12<sup>th</sup>, 1909, the NAACP was founded in New York City; on February 1<sup>st</sup>, 1960, a civil-rights movement milestone occurred when a courageous group of black college students began a sit-in at a segregated Woolworth's lunch counter in Greensboro, N.C.; and

**WHEREAS** all these events and historic visionary leaders such as Frederick Douglass, Thurgood Marshall and Martin Luther King, Jr., blazed a trail for freedom, equality and opportunity and symbolize why we celebrate Black History Month; and

**Resolution No. 2010/11-E-06**

**WHEREAS**, we also remember the life of Coretta Scott King, widow of Dr. Martin Luther King, Jr., who continued her husband’s vision of racial peace and nonviolent social change throughout her life; and

**THEREFORE, BE IT RESOLVED** That the Anaheim Union High School District celebrates Black History Month, 2011, to honor the many achievements and contributions made by African Americans to our economic, cultural, spiritual and political development; and;

**ADOPTED** this 10<sup>th</sup> day of February 2011, by the Governing Board of Anaheim Union High School District of Orange County, California.

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees, on February 10, 2011, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

I, Elizabeth I. Novack, superintendent of the Anaheim Union High School District of Orange County, California, and secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board of Trustees at the regular meeting thereof held on the 10<sup>th</sup> of February 2011, and passed by a roll call vote of all members of said board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 10<sup>th</sup> of February, 2011.

\_\_\_\_\_  
Elizabeth I. Novack, Ph.D.  
Superintendent and  
Secretary to the Board of Trustees

**Resolution No. 2010/11-E-06**



**ADMINISTRATIVE SUBSTITUTE SALARY SCHEDULE****6604**

The substitute salary schedule for all administrative positions shall be seventy-five percent (75%) of Step 1 for the job classification which the substitute is replacing.

Example: Junior High Principal (may not reflect present salary schedule)

Step 1 = \$62,568 x 75%

\$46,926 divided by 214 days = \$219/day

Superintendent may recommend to exempt substitutes from this policy as necessary, and propose a salary that more fairly compensates substitutes who would otherwise receive a salary decrease while assuming additional responsibilities. Salary assigned may not exceed maximum for classification. Exemptions to this policy require Board approval.

Legal Reference: Education Code 44977

Board of Trustees

July 12, 1979

Reviewed: July 14, 1980

Reviewed: November 13, 1986

Reviewed: March 8, 1990

Revised: January, 1994

Reviewed: October, 1997

Revised: February 10, 2011

P

**CERTIFICATED ADMINISTRATORS ON EXTENDED ILLNESS LEAVE** **6604.01**

Upon exhaustion of all accumulated sick leave credit, a certificated administrator who continues to be absent for purposes of this policy, shall receive fifty percent (50%) of salary or the difference between the administrator's salary and the salary of the substitute, whichever is greater, for a period not to exceed five (5) school months per illness or accident. If the school year terminates before the five month period is exhausted, the employee may take the balance of the five month period in a subsequent school year. In order to qualify for differential pay, the administrator must first utilize all accumulated sick leave credit. Extended illness must be on the basis of a recognized medical doctor's statement.

Legal Reference: Education Code 44977

Board of Trustees  
February 10, 2011  
P

ANAHEIM UNION HIGH SCHOOL DISTRICT  
 501 Crescent Way – P.O. Box 3520  
 Anaheim, CA 92803-3520

**EDUCATIONAL CONSULTING AGREEMENT**

**THIS AGREEMENT** is made and entered into this (Board Approval Date):

|      |        |          |      |
|------|--------|----------|------|
| 10th | day of | February | 2011 |
|------|--------|----------|------|

by and between

American Allegiance for Health Physical Education Recreation and Dance

Independent Contractor, hereinafter referred to as "Consultant" and the Anaheim Union High School District, hereinafter referred to as "District."

**WHEREAS** the District is in need of special services and advice;

**WHEREAS** such services and advice are not available at no cost from public agencies;

and

**WHEREAS** Consultant is specially trained, experienced, and competent to provide the special services and advice required; and

**WHEREAS** such services are needed on a limited basis.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. Services to be provided by Consultant:

|   |
|---|
| The consultant will conduct a workshop on the Adapted Physical Education Assessment Scales II (APEAS II). The consultant will also provide handout materials for the registrants. Issue Certificates of Completion to all participants after the completion of the workshop will be issued. This assessment is one of the few standardized assessments available for APE. The District has purchased the assessment but the teachers need training. |
|---|

|              |                        |                      |      |
|--------------|------------------------|----------------------|------|
| Site/School: | Special Youth Services | Funds (Cost Center): | 2830 |
|--------------|------------------------|----------------------|------|

2. List of Other Supportive Staff or Consultants:

|      |
|------|
| None |
|------|

3. Consultant shall commence providing services under this AGREEMENT on:

|       |                   |
|-------|-------------------|
| Date: | February 11, 2011 |
|-------|-------------------|

and shall diligently perform as specified and complete performance by:

|       |               |
|-------|---------------|
| Date: | June 30, 2011 |
|-------|---------------|

Consultant shall perform said services as an independent contractor and not as an employee of the District. Consultant shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.

4. District shall prepare and furnish the following information to Consultant, upon request, such information as is reasonably necessary to the performance of Consultant to this AGREEMENT:

Information regarding our student population as needed.

5. District shall pay Consultant the maximum amount of

\$2,500.00 total

for services rendered

|                 |   |                  |         |            |       |
|-----------------|---|------------------|---------|------------|-------|
| to # of people: | 15 APE Teachers, Occupational Therapist, Program Specialists & Curriculum Specialists | # hours per day: | 7 hours | # of days: | 1 day |
|-----------------|---|------------------|---------|------------|-------|

pursuant to this AGREEMENT. Payment shall be made 15 to 30 days after receipt of invoice. Consultant shall submit an invoice to District.

6. District may at any time for any reason terminate this AGREEMENT. Written notice by the District's superintendent shall be sufficient to stop further performance of services by Consultant. The notice shall be deemed given when received or no later than three (3) days after the day of mailing, whichever is sooner.
7. Consultant agrees to and shall hold harmless and indemnify District, its officers, agents, and employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:
  - a. Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage, expense sustained by Consultant or any person, firm, or corporation employed by Consultant upon or in connection with the services called for in this AGREEMENT except for liability for damages referred to above which result from the sole negligence or willful misconduct of District, its officers, employees, or agents.

- b. Any injury to or death of persons or damage to property, sustained by any persons, firm, or corporation, including the District, arising out of, or in any way connected with the services covered by this AGREEMENT, whether said injury or damage occurs either on or off school district property, except for liability for damages which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.

Consultant, at Consultant's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment/lawsuit reimbursement that may be rendered against the District, its officers, agents, or employees in any action suit, or other proceedings as a result thereof.

8. This AGREEMENT is not assignable without written consent of the parties hereto.
9. Consultant and assistants shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including Worker's Compensation.
10. Consultant, if an employee of another public agency, certifies that Consultant shall not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to the AGREEMENT.
11. The following is a brief description of what will be achieved by Consultant as a result of this AGREEMENT:

Review of assessment procedures and scoring including in-depth practice with the Adapted Physical Education Assessment Scale II (APEAS) software.

12. What are the technical reasons Consultant is being hired as an Independent Contractor rather than an employee?

Training on the assessment administration is provided by the test developers. In order for staff to receive certificates of completion, the company trainers must provide the training.

List any technical support that will need to be supplied by District:

Audio Visual equipment if needed, computer room, training room

**COMMON-LAW FACTORS  
(IRS Revenue Rule 87-41)**

Mark all items that are true for the intended Consultant (if completing on-line, double click the box to mark):

- No Instructions:** The consultant will not be required to follow explicit instructions to accomplish the job.
- No Training:** The consultant will not receive training provided by the employer. The consultant will use independent methods to accomplish the work.
- Work Not Essential to the Employer:** The employer's success or continuation does not depend on the services of the consultant.
- Right to Hire Others:** The consultant is being hired to provide a result and will have the right to hire others for actual work, unless otherwise noted.
- Control of Assistants:** Assistants hired at consultant's discretion; consultant responsible for hiring, supervising, paying of assistants.
- Not a Continuing Relationship:** If frequent, will be at irregular intervals, on call, or whenever work is available.
- Own Work Hours:** Consultant will establish work hours for the job. *in collaboration with District MGR*
- Time to Pursue Other Work:** Since specific hours are not required, consultant may work for other employers simultaneously, unless otherwise noted.
- Job Location:** Consultant controls job location, under district discretion, whether on employer's site or not.
- Order of Work:** Consultant, rather than employer, determines order or sequence of steps in performance of work.
- No Interim Reports:** Only specific pre-determined reports defined in the consulting agreement.
- Basis of Payment:** Consultant paid for services rendered, if applicable (see Agreement #4); total compensation set in advance of starting the job.
- Business Expenses:** Consultant is responsible for incidental or special business expenses.
- Tools and Equipment:** Consultant furnishes the identified tools and equipment needed for the job.
- Significant Investment:** Consultant can perform services without using the employer's facilities. Consultant's investment in own trade is real, essential, and adequate.
- Possible Profit or Loss:** Consultant does these (check valid items):
  - Hires, directs, pays assistants
  - Has equipment, facilities
  - Has a continuing and recurring liability
  - Performs specific jobs for prices agreed-upon in advance
  - Lists services in Business Directory
  - Other (explain) \_\_\_\_\_
- Work for Multiple Employers:** Consultant may perform services for more than one employer simultaneously, unless otherwise noted.
- Services Available to the General Public (check valid items):**
  - Maintains an office
  - Business license
  - Business signs
  - Advertises services
  - Lists services in Business Directory
  - Other (explain) \_\_\_\_\_
- Limited Right to Discharge:** Consultant not subject to termination as long as contract specifications are met, unless otherwise noted (see Agreement #5 and #11).
- No Compensation for Non-Completion:** Responsible for satisfactory completion of job; no compensation for non-completion.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed:

|                    |                  |
|--------------------|------------------|
| <b>CONSULTANT:</b> | <b>DISTRICT:</b> |
|--------------------|------------------|

Typed Name of consultant (same as page 1):

American Allegiance for Health Physical Education Recreation and Dance/American Association for Physical Activity and Recreation (AAHPERD/AAPAR)

Anaheim Union High School District

Typed Name/Title of Authorized Signatory:

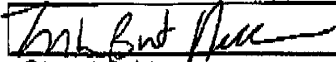
Typed Name of Assistant Superintendent:

Mariah Burton Nelson, Executive Dir. AAPAR

Paul Sevillano, Ed. D.

Authorized Signature:

Signature of Assistant Superintendent:



Street Address:

Street Address:

1900 Association Drive

501 Crescent Way, P.O. Box 3520

City, State, Zip Code

City, State, Zip Code

Reston, VA 20191

Anaheim, CA 92803-3520

Date:

Date:

1-20-11

Mark Appropriately:

Independent/Sole Proprietor:

Corporation:

Partnership:

Other/Specify:  Non-Profit Organization

Social Security Number\*

or

Federal Identification Number\*

520886491

\*Or, initial below:

I have completed a new IRS Form W-9 that will be submitted directly to AUHSD Accounting.

Telephone Number:

E-mail Address:

703-476-3431

M.Nelson@cahperd.org

*If a company/corporation is being approved, the signature must be that of a responsible person. Typed company/corporation/individual's name must be identical to that on page 1.*

**PRINCIPAL/DISTRICT ADMINISTRATOR:**

Signature of Principal or District Administrator (sign prior to submitting to District indicating review and approval):

Signature:

Date:

ABOUT MERCHANT'S BUSINESS

Bank of America Merchant Services

Bank Code: 3 1 3 Merchant ID: Buypass Merchant #: DBA NAME: ANAHEIM UNION SCHOOL DIS (24 characters) Area #: Group #: Service By Region: District Code: ISR Rep ID: SIC # Check Assoc. Code: Current Check Vendor:

CARD BANKING INFORMATION

First/Last Contact Name: Bruce Saltz Phone #: (714) 999-3589 ABA #: DDA #: ATTACH A COPY OF FUNDING CHECK OR BANK LETTERHEAD/LOGO SIGNED BY A BANK OFFICER WITH TYPED ABA/DDA. MUST INCLUDE BANK NAME & ADDRESS.

CHECKLIST INFORMATION

Regional Office Received Date: MCC: 8 2 1 1 Merchant Type: 1 0 0 0 RELM: Pricing Grid # Special Pricing Model Association Grid Linkback # NRPT: NCPT: Sales Support ID: B L M E Office Admin.: Annie Macias Card Rep. # B R M Z TeleCheck Rep. # Print Sales Rep. Name: Matt Palenschat Initial: Sales Lead Tracking #: 0003315293 HIERARCHY: Bank: 3 1 3 9 8 0 0 0 3 8 8 0 Agent: 3 1 3 9 7 0 0 0 3 8 8 2 Corp: Chain: Buypass FID:

CLIENT VISITATION

Visit Not Required (Lic. Professional) 1. Zone: Business District Industrial Residential 2. Location: Mail Shopping Area Isolated Office Apartment Home Other: 3. Seasonal: No Yes, Mos. in Operation: Mos. Open Between to 4. External Facility Description (# of Levels/Floors): 1 2-4 5-10 11 plus 5. Merchant Occupies: Ground Floor Other: 6. Remaining Floor(s) Occupied by: Residential Commercial Combination 7. Advertising Name Displayed: Window Door Store Front 8. Approx. Square Footage: 0-250 251-500 501-2,000 2,001+ 9. # of Registers: 10. Return Policy: Full Refund Exchange Only None 11. Do you have a refund policy for your MC/Visa/Discover\* Network / American Express\* sales? Yes No If yes, Check one: Exchange Store Credit Refund Cardholder If MC/Visa/Discover Network/American Express Credit, within how many days do you submit credit transactions? 0-3 0-4 4-7 8-14 Over 14 days 12. Proper License Visible (Liquor, Tax ID, etc.): Yes No, explain: 13. Your Previous Processor: 14. Your Previous Merchant #: 15. Check Reason for Changing: Rate Service Terminated Other: 16. Do You Have Previous Processor MC/Visa/Discover Network/ American Express Statements? Yes No 17. Are customers required to leave a deposit? Yes No If Yes, % of deposit required: % Time Frame for Delivery: Days

Comments to Credit Officer / Other Depository / Primary Savings Account Number and Additional Information (40 Characters):

MAIL CARD STATEMENTS / DOCUMENTS

Statement Recap Information: (check one) 01 = Outlet 02 = Stmt to Bill To/No Recap 07 = Suppress Stmt (No Stmt) 08 = Produce Recap, No Stmt 09 = Bill to Address/Stmt and Recap 10 = Recap to Bill To/Stmt to Outlet Statement Type: (check one) Detail Summary Statement Delivery Method: (check one) E-Mail Online Print and Mail Statement E-Mail Address: saltz\_b@auhsd.us

Head Office/Bill To Name: Anaheim Union High School District First/Last Contact Name: Bruce Saltz Address: 501 Crescent Way City: Anaheim State: Ca Zip: 92803 Phone #: (714) 999-3589

ON YOUR BUSINESS ACCOUNT (check one) CHECKING STATEMENT ROLLUP: 0 = Each Transfer 1 = Debit/Credit Grouped (By Category) 2 = Net Transfer Amount Only 3 = Net Transfer EOM Fee Combined

CARD PROCESSING INFORMATION

BAMS1305(1a)

1. Processing mode: EDC Paper Voice Tape ECR Paper Terminal 2. Funding will be processed DAILY via: ACH Bankwire 3. Bank will fund: Outlet Head Office 4. # of Plates: Long Short 5. Fire Safety Act: Yes No 6. Ship Equip. & Welcome Packet to (check one): Outlet Head Office Other, give mailing information below No Welcome Packet & Supplies No Welcome Packet

Name: Anaheim Union School District First/Last Contact Name: Bruce Saltz Address: 501 Crescent Way City: Anaheim State: Ca Zip: 92803

7. Debit Bill Payment Transaction Type: Internet VRU Recurring Call Center Sponsoring Debit Network: NYCE Pulse Star 8. Additional Terminal Features: (Check all that apply to ensure timely terminal programming)

Auto Settle Time (military) hh ET QSR-CR/SMT (Convenience/Small Ticket) Retail Gas Amex Prepaid Program Preference (Choose One) Terminal Features: (cont'd) Bar Tab QSR Print Option Retail With Tip Partial Auth Password Key Disable or Protect Clerk / Server Entry Invoice Number Ship Method (Overnight) Other Balance Back Credits Voids Forces Reviews Bal/Settle Auth Only Reports Tip Adjustment Debit Cash Back Delayed Ship Date: Invoice Number Verify Amount Prompt PINPad: DES Encryption DUKPT Access Code # Dial Prefix: Dial 9 Other: Multi-Trans (PC/Register/Software only) Partial Approval No Server/ Ticket ID Purchase w/ Balance Return Remove Room # Prompt Standalone Balance Inquiry Remove Ticket # Prompt

Comments: (NOTE: Completing the Comments field will result in a 48 hour terminal programming delay)



**MERCHANT PROCESSING APPLICATION AND AGREEMENT (Page 1 of 5)**



**COMPLETE SECTIONS (1-12)**

Merchant #: \_\_\_\_\_

TeleCheck Subscriber #: \_\_\_\_\_

Add'l TeleCheck Product Subscriber #: \_\_\_\_\_

Loc. \_\_\_\_\_ of \_\_\_\_\_

BAMS1308 (1) TELL US ABOUT YOUR BUSINESS BAMSNat1308(ia)

Client (Your Business LEGAL Name): \_\_\_\_\_ Store #: \_\_\_\_\_

Same as Legal Name or Provide DBA/Outlet Name: \_\_\_\_\_ First/Last Contact Name: \_\_\_\_\_

(No P.O. Box) Address: \_\_\_\_\_ Suite #: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Your Business Phone: \_\_\_\_\_  Same as Business Phone or Merchant's Customer Service Phone: \_\_\_\_\_

Your Fax Phone: \_\_\_\_\_ Select One for Retrieval Requests:  
 (02) Dedicated 24 Hour Fax  (03) No fax; mail  (05) eIDs

Your E-Mail Address (Required for IP or TeleCheck): \_\_\_\_\_ Your Customer Service E-Mail Address: \_\_\_\_\_

Website Address: \_\_\_\_\_

**(2) MC/VISA/DISCOVER® NETWORK/AMERICAN EXPRESS® ONEPOINT**

|  |                   |  |                   |
|--|-------------------|--|-------------------|
| Your Total Cash and Credit Sales<br>(For All Outlets)      | \$ _____,000      | Estimated MC/Visa Average Ticket/Sales Amount:                                       | \$ <u>63.00</u>   |
| Total Annual MC/Visa Volume:<br>(For All Outlets)          | \$ <u>233,000</u> | Estimated Discover Network Average Ticket for this Outlet:                           | \$ <u>63.00</u>   |
| Total Annual Discover Network Volume:<br>(For All Outlets) | \$ <u>1,000</u>   | Estimated American Express Average Ticket for this Outlet:                           | \$ <u>0.00</u>    |
| Total Annual American Express Volume:<br>(For All Outlets) | \$ <u>0,000</u>   | Annual MC/Visa Volume for this Outlet: (For Multiple Outlets Only)                   | \$ <u>233,000</u> |
|  |                   | Est. Discover Network Annual Sales Vol. for this Outlet: (For Multiple Outlets Only) | \$ <u>1,000</u>   |
|  |                   | Est. American Express Annual Sales Vol. for this Outlet: (For Multiple Outlets Only) | \$ <u>0,000</u>   |

**(3) TELECHECK PRODUCTS AND SERVICES**

- ECA® Warranty  ECA Verification  
 LockBox Warranty  LockBox Verification  Check Cashing Warranty  Check Cashing Verification  Other: \_\_\_\_\_  
 Paper Warranty  Paper Verification  COD Warranty  Mail Order Warranty Existing Subscriber No.: \_\_\_\_\_

**(4) ENTITLEMENTS**

- MC/Visa  Discover Network Full Processing (Discover Network systems and rules also process and govern JCB transactions. Elect JCB if a desired Card type.)  
 Global ePricing (for eCommerce merchants only)  
 Voyager Fleet Annual Voyager Vol.: \$ \_\_\_\_\_ Participation in Voyager Tax Exempt Program:  Yes  No (If yes, additional request form required)  
 WEX Full Acquiring Annual WEX Volume: \$ \_\_\_\_\_  WEX (Non-Full Svc)  MC Fleet  
 Non-Lic. JCB (EDC) \_\_\_\_\_ (Existing Account #) or  JCB License 2 8 0 9 0 0 9 9 0 1  
 American Express OnePoint/Full Service (EDC)  American Express ESA/Pass Through: \_\_\_\_\_ or  Existing SE # \_\_\_\_\_  
 Amer. Exp. Cap # \_\_\_\_\_ Franchise Name: \_\_\_\_\_  
 Check one for ESA/Pass Through:  Split Dial  Single Settle  EDC  PIP  Reverse PIP  
 Debit Package 7 7 7 3 6 2 0 5  EBT FNS # (XREF): \_\_\_\_\_  \*Gift Card  \*Loyalty Solutions \*A separate Setup Form is required.

**(5) PROVIDE MORE BUSINESS DATA**

State Incorp. \_\_\_\_\_ Month/Yr. Started: \_\_\_\_\_  Sole Ownership  Partnership  Non Profit/Tax Exempt  Public Corp.  Private Corp.  L.L.C.  Gov't.  
 Check one: TIN Type:  EIN (Fed Tax ID #)  SSN D&B #: \_\_\_\_\_ No. of Employees: \_\_\_\_\_

**NOTE:** Failure to provide accurate information may result in a withholding of merchant funding per IRS regulations (See Part IV Section A.3 of your Program Guide for further information.)

|   |   |  |
|---|---|--|
| Name (as it appears on your income tax return)<br><b>AUHSD is a local government and files no income tax return</b> | <input checked="" type="checkbox"/> Federal Tax ID#: (as it appears on your income tax return)<br><b>95-6000120</b> | <input type="checkbox"/> I certify that I am a foreign entity/nonresident alien. (If checked, please attach IRS Form W-9.) |
|---|---|--|

Mag Swipe 0 % + Keyed Manually 100 % = **100%** Product/Services You Sell: **Government services - food services**

POS Card Present (MAG Swipe and/or Manual Imprint) \_\_\_\_\_ % + Mail Order/Direct Marketing \_\_\_\_\_ % + Phone Order \_\_\_\_\_ % + Internet 100 % = **100%**

Do you use any third party to store, process or transmit cardholder data?  Yes  No (Examples include, but not limited to web hosting companies, Electronic Data Capture, Loyalty programs).

If yes, give name/address: \_\_\_\_\_

Please identify any Software used for storing, transmitting, or processing Card Transactions or Authorization Requests: \_\_\_\_\_

Client Initials \_\_\_\_\_

**MERCHANT PROCESSING APPLICATION AND AGREEMENT (Page 2 of 5)**

DBA Name: **ANAHEIM UNION SCHOOL DIS**

Loc. \_\_\_\_\_ of \_\_\_\_\_

**(6) DESCRIBE EQUIPMENT DETAILS** BAMS1308 BAMSNat1308A(1a)

Network:  (206) CARDnet\*  (4000) Nashville  ( ) Buypass  Other Specify Security Code: ( )

| Rental • Purchase<br>Cust.-Owned • Lease<br>Installment Purchase<br>(circle one) | QTY | IP                                  | Equipment Type<br>(i.e. Terminal/VAR/Internet) | Retail • Restaurant • MOTO/Internet<br>Lodging • Supermarket • Car Rental<br>Quick Service Restaurant • Petr | Model Code and Name | Unit<br>Price<br>w/o Tax | For Customer-Owned<br>Equipment<br>Track / Version/Serial # |
|--|-----|-------------------------------------|--|--|---------------------|--------------------------|---|
| R P <input checked="" type="checkbox"/> L I                                      | 1   | <input checked="" type="checkbox"/> | VAR  | R Re MOXO/I L S C QSR P  | Authorize.net       | \$ 0.00                  |   |
| R P C L I  |     | <input type="checkbox"/>            |  | R Re MOTO/I L S C QSR P  |                     | \$                       |   |
| R P C L I  |     | <input type="checkbox"/>            |  | R Re MOTO/I L S C QSR P  |                     | \$                       |   |

The Installment Purchase plan is a 3 month option only.

**NOTE: Any Special Instructions must be included on About Merchant's Business Page.**

Installation/Training:

- MAG/MIG to Train  Sales Rep. to Train (Receive training via phone, 1-800-430-7162, M-F 8:00 am - 10:00 pm EST & Sat. 10:00 am - 2:00 pm EST)  
 No Merchant Training  Installer / In-House (Check training via phone, 1-800-366-1054, M-F 8:00 am - 10:00 pm EST & Sat. 10:00 am - 2:00 pm EST)

First/Last Contact Name: \_\_\_\_\_ Contact Phone #: \_\_\_\_\_ Best Time To Call: \_\_\_\_\_  am  pm

Imprinter Purchase:  Yes  No If Yes \$ 50.00 x Qty: \_\_\_\_\_ = \$ \_\_\_\_\_ (w/o Tax) Wireless Provider:  GPRS Cingular or  Other: \_\_\_\_\_

Check one:  Gateway Solutions  Dial Solutions  Global Gateway (FDGG)  VSAT\*\*  Frame  Other: \_\_\_\_\_  IC Verify Serial # \_\_\_\_\_

VAR/Internet/Software: Name: Authorize.net (Nashville Only: Product ID # \_\_\_\_\_ Vendor ID # \_\_\_\_\_)

**NOTE: \*\*Requires separate agreement between VSAT Provider prior to implementation of this telecommunications protocol.**

**LEASE COMPANY: (04) First Data Global Leasing** Lease Term: \_\_\_\_\_ Months Annual Tax Handling Fee: \$10.20  
 Monthly Lease Charge for This Location: \$ \_\_\_\_\_ w/o taxes, late fees, or other charges that may apply. \*See Multiple Locations form for the Monthly Lease Charge for each individual location. See Lease Agreement for details. This is a **NON-CANCELABLE** lease for the full term indicated.

**(7) PROVIDE YOUR OWNER INFORMATION**

|                            |         |                   |                |                |
|----------------------------|---------|-------------------|----------------|----------------|
| Owner/Partner/Officer Name | D.O.B.  | Social Security # | Home Phone     | % of Ownership |
| Dianne Poore               |         |                   | (714) 999-3555 | 0              |
| Home Address               | City    | State             | Zip            | Country        |
| 501 Crescent Ave           | Anaheim | CA                | 92803          | USA            |
| Owner/Partner/Officer Name | D.O.B.  | Social Security # | Home Phone     | % of Ownership |
|                            |         |                   |                |                |
| Home Address               | City    | State             | Zip            | Country        |
|                            |         |                   |                |                |

**(8) FLAT RATE / IC PLUS / TIER PRICING SCHEDULE**

**Start-Up Fees (One-Time Charge)**

**Non-Taxable Fees:**

Application Fee (Non-Refundable) (247) \$ 0

Reprogramming Fee (31A) \$ \_\_\_\_\_

Debit Set-up Fee (31B) \$ \_\_\_\_\_

Misc. Fee (31J) \$ \_\_\_\_\_

\*Equipment Purchase (ACH) \$ \_\_\_\_\_

Other: \_\_\_\_\_ ( ) \$ \_\_\_\_\_

Total Amount \$ \_\_\_\_\_ w/o tax

\*You will be charged the applicable State/City/Local Sales Tax.

**Maintenance Fees**

Annual Maintenance Fee (49C) \$ 94.75

or

Quarterly Maintenance Fee (49B) \$ 23.75

**PIN Debit**

**Unbundled PIN Debit** (018, 42R, Key 0-590, Key 0-593) \$ 0.10 (plus the applicable network fees)

**Billed Monthly Fees (If Applicable)**

Monthly Service Charge (335) \$ 0

Minimum Processing Fee (952) \$ 0

Wireless Access Fee (399) FEE PER TID # OF TIDs TOTAL \$ \_\_\_\_\_ x \_\_\_\_\_ = \$ \_\_\_\_\_

ClientLine\* (32R) \$ N/C

Paper Statement Fee (323) \$ \_\_\_\_\_

Premium Equip Svc Program  Yes  No (per TID) (32U) \$ \_\_\_\_\_

Monthly PCI Support Pkg (49A) \$ \_\_\_\_\_

(reserved for future use)

Other: \_\_\_\_\_ ( ) \$ \_\_\_\_\_

Other: \_\_\_\_\_ ( ) \$ \_\_\_\_\_

Other: \_\_\_\_\_ ( ) \$ \_\_\_\_\_

Other: \_\_\_\_\_ ( ) \$ \_\_\_\_\_

**Entitlements**

AUTHORIZATION

American Express ESA/Pass Through (10P) \$ 0.10

JCB (10M) \$ 0.10

JCB License (754) \_\_\_\_\_ %

**Internet**

**Start-Up Fees**

FDGG Set-up Fee (31X) FEE PER TID \$ 175 x # OF TIDs \_\_\_\_\_ = TOTAL \$ \_\_\_\_\_

Internet Set-up Fee (30R) FEE PER TID \$ \_\_\_\_\_ x # OF TIDs \_\_\_\_\_ = TOTAL \$ \_\_\_\_\_

**Billed Monthly Fees**

FDGG (31Z) FEE PER TID \$ 25 x # OF TIDs \_\_\_\_\_ = TOTAL \$ \_\_\_\_\_

Internet Service Fee (394) FEE PER TID \$ \_\_\_\_\_ x # OF TIDs \_\_\_\_\_ = TOTAL \$ \_\_\_\_\_

Global ePricing MC/V Svc Fee (897, 898) \_\_\_\_\_ %

NOTE: Client shall be subject to any foreign currency exposure in connection with Global ePricing transactions.

**Trans/Other Fees**

Internet/FDGG MC, V, Amex, Dis, Check (03R, 04R, 06I, 07I, 435, L19) \$ 0.05

**Billed Annual Fees (If Applicable)**

Other: \_\_\_\_\_ ( ) \$ \_\_\_\_\_

Other: \_\_\_\_\_ ( ) \$ \_\_\_\_\_

Other: \_\_\_\_\_ ( ) \$ \_\_\_\_\_

Client Initials \_\_\_\_\_

**MERCHANT PROCESSING APPLICATION AND AGREEMENT** (Page 3 of 5)

BAMS1308

(8) FLAT RATE / IC PLUS / TIER PRICING SCHEDULE (cont'd)

BAMSNatFee1308A(ia)

DBA Name: **ANAHEIM UNION SCHOOL DIS** Pricing Type: 0 1 3 Schedule Version: mvd.s10.1.ic Loc. \_\_\_\_\_ of \_\_\_\_\_

**Discount Fees (Based On Gross Transaction Volume)**

Accept all MasterCard, Visa and Discover Network Transactions (presumed, unless any selections below are checked)

**MasterCard Acceptance**

- Accept MC Credit transactions only
- Accept MC Non-PIN Debit trans. only

**Visa Acceptance**

- Accept Visa Credit transactions only
- Accept Visa Non-PIN Debit trans. only

**Discover Network Acceptance**

- Accept Discover Network Credit transactions only
- Accept Discover Network Non-PIN Debit trans. only

See Section 1.9 of the Program Guide for details regarding limited acceptance. You are responsible for distinguishing Credit from Non-PIN Debit Cards. Even if you have agreed to limit your acceptance of certain cards as outlined above, you must continue to accept all foreign issued cards, whether Credit or Non-PIN Debit. If you agree to limit your acceptance to a particular type of card and, whether intentionally or in error, accept another type of transaction, the resulting transaction will downgrade to the highest cost interchange plus the applicable Non-Qualified Surcharge (See Section 18.1 of the Program Guide).

**MC/Visa/Discover Network IC Pass Thru**

You will be charged the applicable interchange rate from MasterCard, Visa or Discover Network, plus a MasterCard Assessment Fee (273) of .11%, a Visa Assessment Fee (274) of .11% or a Discover Network Assessment Fee (6AC) of .09250%, plus any other fees indicated on this Service Fee Schedule.

| Pricing Method: (Select One)  | MC/Visa/Discover Network/American Express Discount Rate | MC/Visa/Discover Network 2-Tier | MC/Visa/Discover Network 3-Tier | Transaction Fees (Applies to MC/Visa/Discover Network 2-Tier and MC/Visa/Discover Network 3-Tier ONLY) |       |
|---|---|---------------------------------|---------------------------------|--|-------|
| Interchange Plus <input checked="" type="checkbox"/> L (549,564,529) <input type="checkbox"/> H (553,563,529) |   |                                 |                                 |  | .25 % |

**QUALIFIED DISCOUNT RATES**

|  |   |   |   |   |       |
|--|---|---|---|---|-------|
| MC Credit Discount Rate (800)                                | % | % | % |   | .25 % |
| Visa Credit Discount Rate (804)                              | % | % | % | MC/Visa Qual Credit Trans Fee (001, 002, 005, 006, 630, 634) \$ | .25 % |
| Discover Network Credit Disc't Rate (170)                    | % | % | % | Discover Network Qual Credit Trans Fee (015, 016, 7BA) \$       | .25 % |
| MC World Sales Discount (860)                                |   |   |   |   |       |
| Visa Reward Sales Discount (664)                             |   |   |   |   |       |
| Discover Network Premium Sales Discount (7AA)                |   |   |   |   |       |
| American Express OnePoint** Credit Discount Rate (Key 0-570) | % |   |   |   |       |
| MC Non-PIN Debit Discount Rate (850)                         | % | % | % | MC/Visa Qual Non-PIN Debit Trans Fee (130, 131, 134, 135) \$    | .25 % |
| Visa Non-PIN Debit Discount Rate (854)                       | % | % | % | Disc. Network Qual Non-PIN Debit Trans Fee (787, 788) \$        | .25 % |
| Discover Network Non-PIN Debit Discount Rate (964)           | % | % | % |   | .25 % |

**MID-QUALIFIED DISCOUNT RATES (Does not apply to MC / Visa / Discover 2 Tier)**

|  |   |  |  |   |  |
|--|---|--|--|---|--|
| MC Credit Discount Rate (810)                          | % |  |  | MC/Visa Mid-Qual Credit Trans Fee (611, 612, 615, 616, 640, 644) \$ |  |
| Visa Credit Discount Rate (814)                        | % |  |  | Discover Network Mid-Qual Credit Trans Fee (717, 718, 7BE) \$       |  |
| Discover Network Credit Disc't Rate (990)              | % |  |  | MC/Visa Mid-Qual Non-PIN Debit Trans Fee (140, 141, 144, 145) \$    |  |
| MC World Mid-Qual Sales Discount (670)                 |   |  |  | Discover Network Mid-Qual Non-PIN Debit Trans Fee (791, 792) \$     |  |
| Visa Reward Mid-Qual Sales Discount (674)              |   |  |  |   |  |
| Discover Network Premium Mid-Qual Sales Discount (7AE) |   |  |  |   |  |
| MC Non-PIN Debit Discount Rate (870)                   | % |  |  |   |  |
| Visa Non-PIN Debit Discount Rate (874)                 | % |  |  |   |  |
| Discover Network Non-PIN Debit Discount Rate (968)     | % |  |  |   |  |

**NON-QUALIFIED DISCOUNT RATES**

|  |   |  |  |   |  |
|--|---|--|--|---|--|
| MC Credit Discount Rate (820)                          | % |  |  | MC/Visa Non-Qual Credit Trans Fee (621, 622, 625, 626, 650, 654) \$ |  |
| Visa Credit Discount Rate (824)                        | % |  |  | Discover Network Non-Qual Credit Trans Fee (721, 722, 7BI) \$       |  |
| Disc. Network Credit Disc't Rate (994)                 | % |  |  | MC/Visa Non-Qual Non-PIN Debit Trans Fee (150, 151, 154, 155) \$    |  |
| MC World Non-Qual Sales Discount (680)                 |   |  |  | Discover Network Non-Qual Non-PIN Debit Trans Fee (795, 796) \$     |  |
| Visa Reward Non-Qual Sales Discount (684)              |   |  |  |   |  |
| Discover Network Premium Non-Qual Sales Discount (7AI) |   |  |  |   |  |
| MC Non-PIN Debit Discount Rate (880)                   | % |  |  |   |  |
| Visa Non-PIN Debit Discount Rate (864)                 | % |  |  |   |  |
| Discover Network Non-PIN Debit Discount Rate (978)     | % |  |  |   |  |

|  |    |  |  |  |        |
|--|----|--|--|--|--------|
| MC/Visa Auth & Return Trans Fee (10A, 10D) (002, 006) (131, 135) | \$ |  |  |  | \$ .10 |
| Discover Network Auth & Return Transaction Fee (10J, 016, 788)   | \$ |  |  |  | \$ .10 |
| American Express OnePoint Trans. Fee                             | \$ |  |  |  |        |

|  |   |  |  |  |  |
|--|---|--|--|--|--|
| Non-Qual Surcharge Fee (30D, 20N) (excluding Interchange pass-through fees, see Section 18.1) Applies to Non-qualified MC, Visa, Discover Network Credit, and/or Non-PIN Debit Transactions. | % |  |  |  |  |
|--|---|--|--|--|--|

\*\*Retail and Restaurant merchants will be charged an additional 0.30% for non-swiped American Express transactions.

Client Initials \_\_\_\_\_

**MERCHANT PROCESSING APPLICATION AND AGREEMENT (Page 4 of 5)**

DBA Name: **ANAHEIM UNION SCHOOL DIS**


Loc. \_\_\_\_\_ of \_\_\_\_\_

BAMS1308 (8) FLAT RATE / IC PLUS / TIER PRICING SCHEDULE (cont'd) BAMSNatFee1308(a)

| WEX Full Acquiring Fees                        | Byuypass Fees   | Other Fees   |   | Other Pmt Fees  |
|--|---|--|---|---|
| WEX Auth Fee (0D4) \$ _____                    | Datawire Micronode <input type="checkbox"/> Yes <input type="checkbox"/> No | Chargeback Fee (205,725,20L) \$ <b>25.00</b>   | Visa Zero Amt + AVS Fee (10X) \$ <b>0.025</b>                                     | <b>American Express ESA/Pass Through Fees:</b><br>**Amex Discount Rate _____ %<br>Amex Trans. Fee \$ _____<br><input type="checkbox"/> Amex Monthly Fee \$ _____ (Flat Fee)<br>*Billed separately by American Express.<br>**Retail & Restaurant merchants will be charged an additional 0.30% for non-swiped American Express transactions. |
| WEX Sales Discount (840) _____ %               | Datawire Micronode Monthly Fee (354) \$ <b>15.00</b> (each)                 | MC Cross Border Fee USD (605) <b>0.40</b> %  | Visa Zero Amount Fee (10Y) \$ <b>0.025</b>  |   |
| WEX Refund Discount (841) _____ %              | <b>Authorization Fees</b>   | US Cross Border Fee Non-USD (606) <b>0.80</b> %  | Visa Misuse of Auth Fee (04G) \$ <b>0.045</b>                                     |   |
| WEX Chargeback Discount (842) _____ %          | Voyager (0D0, 0D1, 0DV) \$ _____  | Visa International Svc Fee (22A) <b>0.40</b> %   | Visa Zero Floor Limit (04I) \$ <b>0.10</b>  |   |
| WEX Chargeback Reversal Discount (843) _____ % | WEX (Non-Full Svc) (0B0, 0B1, 0BV) \$ _____                                 | MC/V/Discover Network/American Express® Voice Auth (10B, 10E, 10K, 10Q) \$ <b>0.95</b> | Visa Partial Auth NP Trans Fee (12D) \$ <b>0.01</b>                               |   |
| WEX Chargeback Fee (29H) \$ _____              | <b>Other Payment Fees</b>   | EBT (18E, 18I, 02X, 18H) \$ <b>0.15</b>  | Visa Int'l Acquirer Fee (22F) <b>0.45</b> % (for MCC codes 5962, 5966, 5967 only) |   |
| WEX Retrieval Fee (29I) \$ _____               | Voyager:  | AVS (405, 406, 407, 408) \$ <b>0.10</b>  | Discover Network Int'l Processing Fee (22G) <b>0.030</b> %                        |   |
|  | Sales Discount Rate (844) _____ %   | Discover Network AVS (07A, 07B, 07C, 079) \$ <b>0.10</b>                               | Discover Network Int'l Service Fee (22H) <b>0.045</b> %                           |   |
|  | Credit Discount Rate (845) _____ %  | ACH Reject Fee (401) \$ <b>25.00</b>   | (reserved for future use)   |   |
|  |   | Batch Settlement Fee (227) \$ <b>0.35</b>  |   |   |
|  |   | MC/V Network Access Fee (197, 198) \$ <b>0.0269</b>                                    | Other: _____ ( ) \$ _____   |   |
|  |   | Discover Ntwk Access Fee (526) \$ <b>0.0075</b>  |   |   |

Note: See Part IV "Additional Important Information Page for Card Processing" in Section A.3 for early termination fees.

**(9) TELECHECK RATES, SERVICE FEES, AND SET UP INFORMATION**


**TeleCheck Services, Inc.** Set-Up Fees: \_\_\_\_\_  
 P.O. Box 4514 No. of Physical Locations: \_\_\_\_\_ 1st Location: @ \_\_\_\_\_ Add'l Location(s): @ \_\_\_\_\_ Total Set-Up Fee: \$ \_\_\_\_\_  
 Houston, TX 77210-4514 TeleCheck Monthly Total TeleCheck  
 1-800-366-1054 POS Support Fee: \$ \_\_\_\_\_ (per Terminal / Per Month. TeleCheck Equip. Only) Monthly POS Support Fee: \$ \_\_\_\_\_

| Check ALL TeleCheck Services that apply:                 | <input type="checkbox"/> ECA Warranty<br>or<br><input type="checkbox"/> Paper Warranty | <input type="checkbox"/> ECA Verification<br>or<br><input type="checkbox"/> Paper Verification | <input type="checkbox"/> LockBox<br>Warranty                         | <input type="checkbox"/> LockBox<br>Verification                     |
|--|--|--|--|--|
| Average Check Size                                       | \$ _____   | \$ _____   | \$ _____   | \$ _____   |
| Total Monthly Check / Call Volume                        | \$ _____   | \$ _____   | \$ _____   | \$ _____   |
| Inquiry Rate   | _____ %  | _____ %  | _____ %  | _____ %  |
| Transaction Fee  | \$ _____   | \$ _____   | \$ _____   | \$ _____   |
| Advantage Billing  | \$ _____   | \$ _____   | \$ _____   | \$ _____   |
| One Rate   | \$ _____   | \$ _____   | \$ _____   | \$ _____   |
| Monthly Minimum Fee                                      | \$ <b>25.00</b>  | \$ <b>25.00</b>  | \$ <b>25.00</b>  | \$ <b>25.00</b>  |
| Customer Request Operator Call / Voice Authorization Fee | \$ <b>2.50</b>   | \$ <b>2.50</b>   | \$ <b>2.50</b>   | \$ <b>2.50</b>   |
| Monthly Processing / Statement Fee                       | \$ <b>10.00</b>  | \$ <b>10.00</b>  | \$ <b>10.00</b>  | \$ <b>10.00</b>  |
| December Risk Surcharge                                  | <b>0.10</b> %  | <b>0.10</b> %  | <b>0.10</b> %  | <b>0.10</b> %  |
| Warranty Maximum   | <input type="checkbox"/> Face Amt. of Authorized Item<br>or \$ _____                   | <input type="checkbox"/> Face Amt. of Authorized Item<br>or \$ _____                           | <input type="checkbox"/> Face Amt. of Authorized Item<br>or \$ _____ | <input type="checkbox"/> Face Amt. of Authorized Item<br>or \$ _____ |
| MICR Floor Limit   |  |  |  |  |
| Other:   | \$ _____   | \$ _____   | \$ _____   | \$ _____   |

| Check ALL TeleCheck Services that apply:                 | <input type="checkbox"/> COD Warranty                                | <input type="checkbox"/> Mail Order<br>Warranty                      | <input type="checkbox"/> Check Cashing<br>Warranty          | <input type="checkbox"/> Check Cashing<br>Verification               | <input type="checkbox"/> Other                                       |
|--|--|--|---|--|--|
| Average Check Size                                       | \$ _____   | \$ _____   | \$ _____  | \$ _____   | \$ _____   |
| Total Monthly Check / Call Volume                        | \$ _____   | \$ _____   | \$ _____  | \$ _____   | \$ _____   |
| Inquiry Rate   | _____ %  | _____ %  | _____ %   | _____ %  | _____ %  |
| Transaction Fee  | \$ _____   | \$ _____   | \$ _____  | \$ _____   | \$ _____   |
| Advantage Billing  | \$ _____   | \$ _____   | \$ _____  | \$ _____   | \$ _____   |
| One Rate   | \$ _____   | \$ _____   | \$ _____  | \$ _____   | \$ _____   |
| Monthly Minimum Fee                                      | \$ <b>25.00</b>  | \$ <b>25.00</b>  | \$ <b>25.00</b>   | \$ <b>25.00</b>  | \$ <b>25.00</b>  |
| Customer Request Operator Call / Voice Authorization Fee | \$ <b>2.50</b>   | \$ <b>2.50</b>   | \$ <b>2.50</b>  | \$ <b>2.50</b>   | \$ <b>2.50</b>   |
| Monthly Processing / Statement Fee                       | \$ <b>10.00</b>  | \$ <b>10.00</b>  | \$ <b>10.00</b>   | \$ <b>10.00</b>  | \$ <b>10.00</b>  |
| December Risk Surcharge                                  | <b>0.10</b> %  | <b>0.10</b> %  | <b>0.10</b> %   | <b>0.10</b> %  | <b>0.10</b> %  |
| Warranty Maximum   | <input type="checkbox"/> Face Amt. of Authorized Item<br>or \$ _____ | <input type="checkbox"/> Face Amt. of Authorized Item<br>or \$ _____ | See Section 2.1(a)<br>of Check Cashing<br>Warranty Addendum | <input type="checkbox"/> Face Amt. of Authorized Item<br>or \$ _____ | <input type="checkbox"/> Face Amt. of Authorized Item<br>or \$ _____ |
| MICR Floor Limit   |  |  |   |  |  |
| Other:   | \$ _____   | \$ _____   | \$ _____  | \$ _____   | \$ _____   |

See TeleCheck Agreement for definitions and any additional fees.  
 Note: See Section 1.38 "Damages" of the TeleCheck Agreement for early termination fees / liquidated damages.

Client Initials \_\_\_\_\_

**MERCHANT PROCESSING APPLICATION AND AGREEMENT (Page 5 of 5)**

DBA Name: **ANAHEIM UNION SCHOOL DIS**

Loc. \_\_\_\_\_ of \_\_\_\_\_

**(9) TELECHECK RATES, SERVICE FEES, AND SET UP INFORMATION (cont'd)**

|                                |         |                          |        |      |                 |  |
|--------------------------------|---------|--------------------------|--------|------|-----------------|--|
| Your Head Office/Bill To Name: |         | First/Last Contact Name: |        |      | Phone Number:   |  |
| Address:                       | Suite # | City:                    | State: | Zip: | Your Fax Phone: |  |

TeleCheck Auto Settle Time: \_\_\_\_\_ hh ET (Must be at least 1 hour after Card Auto Settle Time)

**Funding Report:**  Bill To  Location **Delivery Method:**  E-Mail  Fax  US Mail **Frequency:**  \$ \_\_\_\_\_ Monthly  \$ \_\_\_\_\_ Weekly  \$ \_\_\_\_\_ Daily

Contact Name: \_\_\_\_\_ Contact Telephone #: \_\_\_\_\_

Report Fax #: \_\_\_\_\_ Report E-Mail Address: \_\_\_\_\_

Batch Closing Options: \_\_\_\_\_  am  pm *Must close by 11:30 pm CST* **Format:**  CSV (E-Mail only)  PDF

**Funding:**  Per Bill To  Per Location **Fund By:**  Product  Terminal  Location  Agent  Batch  Day

|   |   |                  |                             |
|---|---|------------------|-----------------------------|
| <b>ACH Credits to TeleCheck</b><br>by Subscriber (For Invoice Payment):                       | ABA Transit #: _____                      | Account #: _____ | <input type="checkbox"/> CK |
| <input type="checkbox"/> Same as above or   | <input type="checkbox"/> Same as above or |                  |                             |
| <b>Debits/Credits (Settlement) to Subscriber</b><br>by TeleCheck and/or Franking Information: | ABA Transit #: _____                      | Account #: _____ | <input type="checkbox"/> CK |

**Special Instructions which are part of this Agreement:** \_\_\_\_\_  
**Please note on separate funding check or bank letterhead the designated TeleCheck Service. A separate funding check or bank letterhead/logo for TeleCheck Services is NOT required UNLESS Merchant will be using different banking account(s) for TeleCheck Services.**

**(10) AGREEMENT APPROVAL**

**APPLICABLE IF MERCHANT ACCEPTS AMERICAN EXPRESS® CARDS:** By signing below, I represent that I have read and am authorized to sign and submit this application for the above entity which agrees to be bound by the American Express® Card Acceptance Agreement ("Agreement"), and that all information provided herein is true, complete and accurate. I authorize First Data Merchant Services Corporation ("FDMS"), American Express Travel Related Services Company, Inc. ("AXP") and AXP's agents and Affiliates to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies, and disclose such information to their agent, subcontractors, Affiliates and other parties for any purpose permitted by law. I authorize and direct FDMS and AXP and AXP's agents and Affiliates to inform me directly, or through the entity above, of reports about me that they have requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. I also authorize AXP to use the reports from consumer reporting agencies for marketing and administrative purposes.

I understand that upon AXP's approval of this application, the entity will be sent the Agreement and materials welcoming it, either to AXP's program for FDMS to perform services for AXP or in AXP's standard Card acceptance program, which has different servicing terms (e.g., different speeds of pay). I understand that if the entity does not qualify for the FDMS servicing program, that the entity may be enrolled in AXP's standard Card acceptance program, and the entity may terminate the Agreement. By accepting the American Express Card for the purchase of goods and/or services, or otherwise indicating its intention to be bound, the entity agrees to be bound by the Agreement.

**APPLICABLE TO ALL MERCHANTS:** By signing below, each of the undersigned represents that they have read and are authorized to sign and submit this Merchant Processing Application and Agreement ("Merchant Processing Application") for the above named Client ("Client") and that all information provided herein is true, complete, and accurate. Client acknowledges having received and read a copy of (i) the Interchange Qualification Matrix, (ii) the Non-Qualified Rate Schedule (specific to Client's industry), Interchange Rate Schedule or Qualification Tier Rate Schedule, as applicable to Client's Pricing Method, (iii) the Program Guide (which includes terms and conditions for each of the services, Operating Procedures, Additional Agreements (as defined below), Additional Important Information for Card Processing, and a Confirmation Page), and (iv) the Merchant Processing Application, consisting of Sections 1-12, (together, the Merchant Processing Application, its attachments and schedules and Parts I and IV of the Program Guide are referred to in this Section 10 as the "Merchant Agreement"), as modified from time to time in accordance with the applicable provisions of the Program Guide, and agrees to be bound by all provisions as printed therein. Client hereby consents to receiving commercial electronic mail messages from us from time to time. This signature page also serves as the signature page to the Equipment Lease Agreement and the American Express® Card Acceptance Agreement (for purposes of this paragraph, the "AXP Agreement"), which appear in Part II of the Program Guide, as well as the TeleCheck Services Agreement, appearing in Part III of the Program Guide (for purposes of this paragraph, together, the Equipment Lease Agreement, AXP Agreement and TeleCheck Services Agreement are the "Additional Agreements"), if selected; the Client being the "Lessee" for purposes of such Equipment Lease Agreement and/or "You" and "Your" for the purposes of the AXP Agreement and TeleCheck Services Agreement. By signing below, each of the undersigned authorizes Banc of America Merchant Services, LLC ("Processor") and Bank of America, N.A. ("Bank") (together, Processor and Bank are "Servicers" and also referred to as "our," "us" and "we" in this Section 10) to (a) request and obtain from consumer reporting agencies, individual and business credit reports (collectively, "Credit Reports"), in connection with the approval of this Merchant Processing Application and any maintenance, updating, renewal or extension of the Merchant Agreement (if this Merchant Processing Application is approved), and (b) exchange Credit Reports and any other information about each of the undersigned personally with First Data Merchant Services Corporation, TeleCheck Services, Inc. and any other service providers, to the extent such parties provide services that Client has selected on this Merchant Processing Application (or as hereafter elected by Client). Each of the undersigned furthermore agrees that all references, including banks and consumer reporting agencies, may release any and all individual and business credit financial information to us. Each of the undersigned further authorizes us to disclose any information obtained from any source in connection with this Merchant Processing Application, including Credit Reports, to any governmental, administrative or regulatory entity, upon request, or to each other and our respective vendors and Affiliates, as necessary to provide the products and services elected under the Merchant Agreement, or to comply with applicable law or order, including, without limitation, the USA PATRIOT Act. It is our practice to obtain certain information in order to verify your identity while processing your Merchant Processing Application, as described in the USA PATRIOT Act.

THIS MERCHANT PROCESSING APPLICATION AND AGREEMENT HAS BEEN EXECUTED ON BEHALF OF AND BY THE AUTHORIZED MANAGEMENT OF CLIENT AS OF THE EFFECTIVE DATE.

|  |  |
|--|--|
| <b>Client's Business Principal:</b> (Please sign below)  | <b>(PROCESSOR): Banc of America Merchant Services, LLC</b>   |
| <b>X Signature</b> _____   | <b>(BANK): Bank of America, N.A.</b>                         |
| Print Name _____ Date _____  | <b>X Signature</b> _____                                     |
| Title: <input type="checkbox"/> Pres. <input type="checkbox"/> V.P. <input type="checkbox"/> Member L.L.C. <input type="checkbox"/> Owner <input type="checkbox"/> Partner <input type="checkbox"/> Other: _____ | Approved TeleCheck Manager _____ Date: _____                 |
| <b>X Signature</b> _____   | IF TELECHECK SERVICES HAVE BEEN SELECTED, PLEASE SIGN BELOW: |
| Print Name _____ Date _____  | <b>X Signature</b> _____                                     |
| Title: <input type="checkbox"/> Pres. <input type="checkbox"/> V.P. <input type="checkbox"/> Member L.L.C. <input type="checkbox"/> Owner <input type="checkbox"/> Partner <input type="checkbox"/> Other: _____ |  |

**(11) TELECHECK ACH AUTHORIZATION**

ACH Debit and Credit Authorization: Client authorizes its Financial Institution to pay and charge to its account by electronic fund transfer the amount due TeleCheck under this Agreement and to accept all credits and debits made to its account by electronic fund transfer as a result of TeleCheck's services. This authorization shall remain in effect until thirty days after revoked in writing.

**X Signature** \_\_\_\_\_ Print Name/Title: \_\_\_\_\_ Date: \_\_\_\_\_  
 Authorized Signature on TeleCheck Account for ACH

**(12) PERSONAL GUARANTY**

In exchange for Banc of America Merchant Services, LLC, Bank of America, N.A., and American Express' acceptance of, as applicable, the Agreement and/or the Equipment Lease Agreement and/or American Express Card Acceptance Agreement, the undersigned unconditionally guarantees performance of the Client's obligations under the foregoing Agreements, and payment of all sums due thereunder, and in the event of default, hereby waives notice of default and agrees to indemnify the other parties for any and all amounts due from Client under any of the foregoing Agreements. I understand that this is a Guaranty of payment and not of collection and that Bank of America, N.A., Banc of America Merchant Services, LLC, and American Express are relying upon this Guaranty in entering into, as applicable, the Agreement, the Equipment Lease Agreement, and American Express Card Acceptance Agreement.

**Signature (Please sign below):** \_\_\_\_\_ **Signature (Please sign below):** \_\_\_\_\_  
**X** \_\_\_\_\_, an individual **X** \_\_\_\_\_, an individual

**MERCHANT PROCESSING APPLICATION MULTIPLE LOCATIONS**

Loc. \_\_\_\_\_ of \_\_\_\_\_

Card Merchant #: \_\_\_\_\_ TeleCheck Subscriber #: \_\_\_\_\_ Bill To #: \_\_\_\_\_ NB #: \_\_\_\_\_  
Statement to:  Outlet  Other: \_\_\_\_\_ Pricing Type: **0 1 3** MCC: \_\_\_\_\_ SIC: \_\_\_\_\_ Store #: \_\_\_\_\_  
Please attach Fee Schedule(s) and/or Addendum as appropriate. (If different from original) (If different from original)

ABA #: \_\_\_\_\_ DDA #: \_\_\_\_\_

**TELL US ABOUT YOUR BUSINESS**

Client (Your Business LEGAL Name): \_\_\_\_\_  Same as Legal Name or Provide Your DBA Name: **ANAHEIM UNION SCHOOL DIS**  
Address: \_\_\_\_\_ Suite #: \_\_\_\_\_ First/Last Contact Name: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Your Business Phone: \_\_\_\_\_  
Fax #: \_\_\_\_\_ Retrieval Requests:  (02) Dedicated 24 Hour Fax  (03) No Fax; Mail  (05) eIDs  Same as Business Phone or Merchant's Customer Service #: \_\_\_\_\_  
Your E-Mail Address (Required for IP or TeleCheck): \_\_\_\_\_ Your Customer Service E-Mail Address: \_\_\_\_\_  
Website Address: \_\_\_\_\_

**MC/VISA/DISCOVER NETWORK/AMERICAN EXPRESS ONEPOINT**

Annual MC/Visa Volume for this Location \$ \_\_\_\_\_,000 Average MC/Visa Ticket/Sales Amount for this Location \$ \_\_\_\_\_  
Estimated Annual Discover Network Sales Vol. for this Location \$ \_\_\_\_\_,000 Average Discover Network Ticket/Sales Amt. for this Location \$ \_\_\_\_\_  
Estimated Annual American Express Sales Vol. for this Location \$ \_\_\_\_\_,000 Average American Express Ticket/Sales Amt. for this Location \$ \_\_\_\_\_

**TELECHECK PRODUCTS AND SERVICES**

ECA\* Warranty  ECA Verification  Check Cashing Warranty  Check Cashing Verification  Other: \_\_\_\_\_  
 LockBox Warranty  LockBox Verification  COD Warranty  Mail Order Warranty Existing Subscriber No.: \_\_\_\_\_  
 Paper Warranty  Paper Verification

**ENTITLEMENTS**

MC/Visa  Discover Network Full Processing (Discover Network systems and rules also process and govern JCB transactions. Elect JCB if a desired Card type.)  
 Global ePricing (for eCommerce merchants only)  
 Voyager Fleet Annual Voyager Vol.: \$ \_\_\_\_\_ Participation in Voyager Tax Exempt Program:  Yes  No (if yes, additional request form required)  
 WEX Full Acquiring Annual WEX Volume: \$ \_\_\_\_\_  WEX (Non-Full Svc)  MC Fleet  
 Non-Lic. JCB (EDC) \_\_\_\_\_ (Existing Account #) or  JCB License **2 8 0 9 0 0 9 9 0 1**  
 American Express OnePoint / Full Service (EDC)  American Express ESA / Pass Through: \_\_\_\_\_ or  Existing SE # \_\_\_\_\_  
Amer. Exp. Cap # \_\_\_\_\_ Franchise Name: \_\_\_\_\_ Check one for ESA/Pass Through:  Split Dial  Single Settle  EDC  PIP  Reverse PIP  
 Debit Package **7 7 7 3 6 2 0 5**  EBT FNS # (XREF): \_\_\_\_\_  \*Gift Card  \*Loyalty Solutions \*A separate Setup Form is required.

**PROVIDE MORE BUSINESS DATA**

Check one: TIN Type:  EIN (Fed Tax ID #)  SSN  
**NOTE:** Failure to provide accurate information may result in a withholding of merchant funding per IRS regulations (See Part IV Section A.3 of your Program Guide for further information.)  
Name (as it appears on your income tax return) \_\_\_\_\_  Federal Tax ID#: (as it appears on your income tax return) \_\_\_\_\_  I certify that I am a foreign entity/nonresident alien. (If checked, please attach IRS Form W-8.)

Mag Swipe \_\_\_\_\_ % + Keyed Manually \_\_\_\_\_ % = **100%** Product/Services You Sell: \_\_\_\_\_  
POS Card Present (MAG Swipe and/or Manual Imprint) \_\_\_\_\_ % + Mail Order/Direct Marketing \_\_\_\_\_ % + Phone Order \_\_\_\_\_ % + Internet \_\_\_\_\_ % = **100%**

**DESCRIBE EQUIPMENT DETAILS**

Network:  (206) CARDnet\*  ( ) Nashville  ( ) Buypass  Other Specify Security Code: ( )

| Rental • Purchase Cust.-Owned • Lease Installment Purchase (circle one) | QTY | IP                       | Equipment Type (i.e. Terminal/VAR/Internet) | Retail • Restaurant • MOTO/Internet Lodging • Supermarket • Car Rental Quick Service Restaurant • Petr | Model Code and Name | Unit Price w/o Tax | For Customer-Owned Equipment Track / Version/ Serial # |
|---|-----|--------------------------|---|--|---------------------|--------------------|--|
| R P C L I   |     | <input type="checkbox"/> |   | R Re MOTO/I L S C QSR P  |                     | \$                 |  |
| R P C L I   |     | <input type="checkbox"/> |   | R Re MOTO/I L S C QSR P  |                     | \$                 |  |
| R P C L I   |     | <input type="checkbox"/> |   | R Re MOTO/I L S C QSR P  |                     | \$                 |  |

The Installation Purchase plan is a 3 month option only.  
Installation/ Training:  MAG/MIG to Train  Sales Rep. to Train (Receive training via phone, 1-800-430-7162, M-F 8:00 am - 10:00 pm EST & Sat. 10:00 am - 2:00 pm EST)  
 No Merchant Training  Installer / In-House (Check training via phone, 1-800-366-1054 M-F 8:00 am - 10:00 pm EST & Sat. 10:00 am - 2:00 pm EST)  
First/Last Contact Name: \_\_\_\_\_ Contact Phone #: \_\_\_\_\_ Best Time To Call: \_\_\_\_\_  am  pm  
Imprinter Purchase:  Yes  No If Yes \$50.00 x Qty: \_\_\_\_\_ = \$ \_\_\_\_\_ (w/o Tax) Wireless Provider:  GPRS Cingular  Other: \_\_\_\_\_  
Check one:  Gateway Solutions  Dial Solutions  Global Gateway (FDGG)  VSAT\*\*  Frame  Other: \_\_\_\_\_  IC Verify Serial # \_\_\_\_\_  
VAR/Internet/Software: Name: \_\_\_\_\_ (Nashville Only: Product ID # \_\_\_\_\_ Vendor ID # \_\_\_\_\_)  
**NOTE:** \*\*Requires separate agreement between VSAT Provider prior to implementation of this telecommunications protocol.

Lease Company:  First Data Global Leasing (FDGL) Lease Term: \_\_\_\_\_ months This is a **NON-CANCELABLE** lease for the full term indicated. Late Fees or other charges may apply - See Lease Agreement for details.  
Monthly Lease Charge for This Location: \$ \_\_\_\_\_

**TELECHECK REPORT INFORMATION**

Funding Report:  Bill To  Location Delivery Method:  E-Mail  Fax  US Mail Frequency:  \$ \_\_\_\_\_ Monthly  \$ \_\_\_\_\_ Weekly  \$ \_\_\_\_\_ Daily  
Contact Name: \_\_\_\_\_ Contact Telephone #: \_\_\_\_\_  
Report Fax #: \_\_\_\_\_ Report E-Mail Address: \_\_\_\_\_  
Batch Closing Options: \_\_\_\_\_  am  pm Must close by 11:30 pm CST (Must be at least 1 hour after Card Auto Settle Time) Format:  CSV (E-Mail only)  PDF

**TELECHECK BANKING INFORMATION**

Funding:  Per Bill To  Per Location Fund By:  Product  Terminal  Location  Agent  Batch  Day  
**ACH Credits to TeleCheck by Subscriber (For Invoice Payment):** ABA Transit #: \_\_\_\_\_ Account #: \_\_\_\_\_  Ck  
**Debits/Credits (Settlement) to Subscriber by TeleCheck and/or Franking Information:**  Same as above or  Same as above or ABA Transit #: \_\_\_\_\_ Account #: \_\_\_\_\_  Ck

Special Instructions which are part of this Agreement: \_\_\_\_\_  
Please note on funding check or bank letterhead the designated TeleCheck Service. A separate funding check or bank letterhead/logo for TeleCheck Services is NOT required UNLESS Merchant will be using different banking account(s) for TeleCheck Services. Client Initials \_\_\_\_\_

**MERCHANT PROCESSING CREDIT ADDENDUM**



Client's DBA Name A N A H E I M U N I O N S C H O O L D I S

**OTHER ENCLOSURES (Check)**

- 1. Financial Statements (2 years most recent) required for:
  - Low to Moderate Risk \$3MM or greater
  - Mail/Telephone Order \$1MM or greater and exceeding percentage requirements
  - Business To Business \$1MM or greater
  - Internet \$1MM or greater
- 2. Method of Advertising:  Catalog  Brochure/Direct Mail  TV/Radio  
 (Attach at least one)  Phone  Newspaper/Journal  Internet  Other (specify) \_\_\_\_\_
- 3. Brochures/Marketing Materials/Advertisement required for:  Mail/Telephone Order (exceeds percentage requirement)  
 Business to Business (exceeds percentage requirement)
- 4. Internet (Required):  Web Page Attached - OR -  
 List Web Site Address: \_\_\_\_\_
- 5. Other:  \_\_\_\_\_

**BUSINESS PREMISES**

Are Your Business Premises:  Owned  Rented If rented, please complete the following: Renting Since: \_\_\_\_\_ Lease Expires: \_\_\_\_\_

Landlord Name: \_\_\_\_\_

First /Last Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

**MAIL/TELEPHONE ORDER / BUSINESS TO BUSINESS / INTERNET INFORMATION** BAMSSC1305(ia)  
 (All Questions Must Be Answered)

- 1. What % of total sales represent business to business (vs. business to consumer)? Business to Business 1 % + Business to Consumer \_\_\_\_\_ % = 100% (total sales)
- 2. What % of bankcard sales represent business to business (vs. business to consumer)? Business to Business \_\_\_\_\_ % + Business to Consumer \_\_\_\_\_ % = 100% (bankcard sales)
- 3. Time frame from transaction to delivery: % of orders delivered in: 0-7 days \_\_\_\_\_ % + 8-14 days \_\_\_\_\_ % + 15-30 days \_\_\_\_\_ % + over 30 days \_\_\_\_\_ % = 100%
- 4. MasterCard/Visa/Discover® Network/American Express® OnePoint sales are deposited (check one):  
 Date of order  Date of delivery  Other (specify): \_\_\_\_\_
- 5. Who performs product/service fulfillment? Direct \_\_\_\_\_? Vendor \_\_\_\_\_? If Vendor, add name, address, phone.  Other (specify): \_\_\_\_\_

Describe how the transaction works, from order taking to merchant fulfillment (attach additional sheet, if necessary):

6. Does any of your cardholder billing involve automatic renewals or recurring transactions (i.e., cardholder authorizes initial sale only)?  Yes  No

Comments: \_\_\_\_\_

# BEST BEST & KRIEGER

ATTORNEYS AT LAW

655 West Broadway, 15th Floor  
San Diego, California 92101  
(619) 525-1300  
(619) 233-6118 Fax  
BBKlaw.com

EXHIBIT J

INDIAN WELLS  
(760) 568-2611

IRVINE  
(949) 263-2600

LOS ANGELES  
(213) 617-8100

ONTARIO  
(909) 989-8584

RIVERSIDE  
(951) 686-1450

SACRAMENTO  
(916) 325-4000

WALNUT CREEK  
(925) 977-3300

Mary Beth Coburn  
(619) 525-1369  
MaryBeth.Coburn@bbklaw.com  
FILE NO. 15280.00000

January 21, 2011

## ATTORNEY/CLIENT PRIVILEGE

### VIA E-MAIL & U.S. MAIL

Mr. Tim Holcomb  
Deputy Superintendent  
ANAHEIM UNION HIGH SCHOOL DISTRICT  
501 N. Crescent Way  
P.O. Box 3520  
Anaheim, CA 92803-3520

Re: Anaheim Union High School District  
Best Best & Krieger LLP Legal Services

Dear Mr. Holcomb:

Pursuant to discussions with District staff, this letter provides a general explanation of anticipated legal fees to be incurred through June 30, 2011.

As you know, Best Best & Krieger LLP ("BBK") is currently providing legal services primarily related to the District's Facilities and Construction Program. We are currently finalizing settlements in the coordinated cases involving Measure Z Phase I Projects which has consisted of most of our work for the District since 2005. Best Best & Krieger continues its efforts related to the litigation arising out of the Anaheim High School Expansion Project and to provide legal advice related to various Facilities matters.

In our May 28, 2010 correspondence we anticipated our effort to average \$50,000 per month for fiscal year 2010-2011 and suggested that the District increase the fee cap of our Legal Services Agreement by \$600,000 for attorneys fees between July 1, 2010 and June 30, 2011. Due almost entirely to over \$350,000 in expert witness fees, which were expressly excluded in our May 2010 correspondence, legal services have exceeded this authorization. As such, we request that the District increase the fee cap for legal services through June 30, 2011 by an additional \$390,000.



Mr. Tim Holcomb  
January 21, 2011  
Page 2

We look forward to continuing our working relationship with Anaheim Union High School District. If you have any questions, please do not hesitate to contact the undersigned.

Sincerely,



Mary Beth Coburn  
of BEST BEST & KRIEGER LLP

MBC:lmg

**APPLICATION FOR CURRICULUM-RELATED STUDENT ORGANIZATION**

CLICK AND ENTER DATA IN THE APPROPRIATE AREAS (DOUBLE CLICK SHADED BOXES)

**Name of Organization:**

**School:**

Sociedad Honoraria Hispánica (Hispanic National Honors Society)

Savanna High School

**Name(s) of student(s) making application:**

Genesis Interiano, Marbet Carreno

**Staff Sponsor(s):**

Juan Villa

**List purposes, objectives, and activities of organization** (attach copy of Constitution and By-Laws)

The purpose of the organization is to acknowledge students who have been enrolled in Spanish 3 or higher, and has a total of 3 semesters and a GPA of 3.0 or higher. The activities consisted in this society would begin with an initiation ceremony followed by parent involvement in cultural activities that will further nourish the Spanish literature and cultural experience.

**Proposed meetings:**

|                |                               |                 |              |                  |           |
|----------------|-------------------------------|-----------------|--------------|------------------|-----------|
| <b>Day(s):</b> | Wednesdays (Every other week) | <b>Time(s):</b> | During lunch | <b>Location:</b> | Room B-17 |
|----------------|-------------------------------|-----------------|--------------|------------------|-----------|

**Special equipment?**  No  Yes – Describe:

**Qualifications for membership, if any:**

Students must be enrolled in Spanish 3 SSS3 or higher, must have completed 3 semesters of Spanish with a total GPA of 3.0 or higher.

**How are officers elected?**

**Term?**

The students wishing to run for office will have to be nominated by a teacher or counselor and will have to fill out an assessment check list, the students in the chapter along with the teacher advisers, then finally students will vote to the best candidate for the position.

For the entire school year. The first year officers will hold office for the year 2011.

**State relationship to curriculum and/or instructional program of the district, and describe**

how the organization will serve as an extension of or adjunct to the curriculum. Include specific reference to the courses of study, classes, or programs which the organization is intended to supplement; the instructional materials or learning resources which will be used; the skills, concepts, or attitudes which are planned to be developed; and the evaluation techniques which will be used to assess whether or not the objectives have been achieved:

Students will have the exposure to Spanish culture and literature. They will also have the opportunity to participate in events that will help grow the interest in Hispanic studies.

**Describe the function of the staff adviser in the promotion, supervision, and leadership of the organization:**

The staff adviser will help run the chapter and will receive and review any applications for membership or to hold office. The adviser will be present in all of the events held regarding the chapter, including the induction ceremony.

**Will this organization be raising funds for any purpose?**  No  Yes – Describe how funds will be raised and for what purpose:

We will be raising funds through creative ways such as greeting card messages, movie days, bake sales at our local community sporting events, The funds raised will be used to purchase member shirts, sashes/ cords for the graduating class and for seals that will go on the high school diplomas.

**The undersigned agree to comply with all applicable district policies, school guidelines, and rules, as adopted and amended:**

**Signature of student making application:**

*Genesis Interiano* Genesis Interiano

**Signature of faculty sponsor:**

*Juan Villa* Juan Villa

**Faculty sponsor: I have reviewed this application and**

the application is complete

the Constitution/By-Laws are attached

the application is not complete (explain):

|   |                      |
|---|----------------------|
|   |                      |
| <b>Signature of School Principal:</b> <i>[Handwritten Signature]</i>                      | <b>Date:</b> 1-19-11 |
| <b>Signature of Assistant Superintendent of Education:</b> <i>[Handwritten Signature]</i> | <b>Date:</b> 1-19-11 |
|   |                      |

**Education Office Use Only:**

|                           |                                   |                                 |       |
|---------------------------|-----------------------------------|---------------------------------|-------|
| Board of Trustees action: | <input type="checkbox"/> Approved | <input type="checkbox"/> Denied | Date: |
|---------------------------|-----------------------------------|---------------------------------|-------|

Submit completed form to the Assistant Superintendent of Education (mail location #15).



## The Constitution and Bylaws of the Sociedad Honoraria Hispánica Savanna High School Chapter Anaheim, CA

### Article I. Name and Classification

**Section 1.** The name of this organization is the Sociedad Honoraria Hispánica, also known as the Spanish National Honor Society, or the Portuguese National Honor Society, and shall be referred to in this document as "the Society."

**Section 2.** The purpose of the Society is to recognize high achievement in Spanish and Portuguese by students of secondary schools and to promote continuity of interest in Hispanic studies.

### Article II. Qualifications for Membership

**Section 1.** To be eligible for the Society, students must meet all of the following criteria.

- a) Student must be actively enrolled in a Spanish class.
- b) Student must be enrolled in the 3rd semester of Spanish or higher.
- c). Transfer students must have spent one full semester in the program before eligibility.
- d). Student must have a 3.0 GPA or higher in all Spanish classes.
- e). Student must have an overall 3.0 GPA or higher.
- f). Student must never have failed a class due to attendance.
- g). Student must have participated in the National Spanish Exam at least one time.

**Section 2.** A Spanish teacher will recommend eligible students.

### Article III. Application and Initiation

**Section 1.** Members of the Spanish Department will invite eligible students to apply in January after the first semester grades are published.

**Section 2.** Potential members must fill out an application for admission and complete a portfolio. Both of these items are to be presented to the Acceptance Committee by the 1st Monday in March.

**Section 3.** The Acceptance Committee will be comprised of a combination of Language teachers, class deans, alumni of the Society and the current Society officers.

**Section 4.** The portfolio is to be made up of the following elements:

1. best piece of classroom writing in Spanish
2. a recommendation from a Spanish teacher;
3. a recommendation from a non Spanish teacher
4. An original description of the chapter name and its significance.

**Section 5.** Acceptance letters will be distributed the week prior to the induction ceremony

**Section 6.** Initiation Ceremony will take place sometime between April & May

### Article IV. Qualifications for Continued Membership.

**Section 1.** Each year members must engage in an activity from each of the following categories: Academic Commitment, Community Commitment, Global Commitment.

**Section 2.** Academic commitment may be defined in part as the following: current enrollment in a Spanish class, publication in *¡Albricias!*, maintenance of an overall GPA of 3.0 or better.

**Section 3.** Community Commitment may be defined in part as participation in the following: Leading a Foreign Language Week activity, tutoring a SHS student in Spanish, serving as bilingual guide for SHS students or their parents, becoming a bilingual buddy for a bilingual elementary student, recruit grade 8 students into the Spanish program, tutor a grade 8 student in Spanish.

**Section 4.** Global Commitment may be defined in part as participation in the following: involvement in a global Latino issue through Amnesty International or other support or Human Rights awareness groups.

**Section 5.** Students must meet monthly with the Spanish teacher who nominated them for membership.

**Section 6.** Students must continue to show academic integrity and character as noted by no recorded incidents of cheating, plagiarism, misconduct, insubordination or intentional dishonesty.

## **Article V. Dues and Fees**

**Section 1.** One time dues of ten dollars (\$15) at initiation: \$5 national dues, \$10 chapter dues.

## **Article VI. Elections and Duties of Officers**

**Section 1.** There are four officers of the Society: Co-Presidents (according to amount of members will be decided by the sponsor and active officers), Secretary, and Historian/ PR. The officers must be enrolled in a Spanish class in order to hold office.

**Section 2.** Officers are elected by simple majority of active members present during the final meeting of the year.

**Section 3.** The duties of the officers are as follows: attendance at all meetings, serve as exemplars for other members of the Society and the SHS community, choose a poem for the initiation ritual.

**Section 4.** The role of the President(s) is to preside at Awards Ceremony, preside at meetings, and serve as student spokesperson for the Spanish Department

**Section 5.** The role of the Secretary is to keep the ledger of initiates, keep the ledger of Active members and their membership qualifications and attendance, keep the ledger of current officers, to keep record of all meetings, service projects and correspondence of the Society.

**Section 7.** The role of the Treasurer is to collect dues and keep the financial records of the Society.

## **Article VII. Meetings**

**Section 1.** Each member must meet monthly with their nominating sponsor.

**Section 2.** Meetings are to be regularly scheduled by the sponsors and officers. There shall be no less than one meeting per term.

**Section 3.** The last meeting of the year will take place after graduation to elect new officers and to set direction for the coming year.

## **Article VIII. Awards and Recognition**

**Section 1.** Sponsors of Active Chapters may award the Certificado de Excelencia to initiated members, winners in the National Spanish Examinations, or to the initiated member who has achieved the highest grade point average in Spanish or Portuguese for that school year. Duplicate certificates are awarded in case of ties. The number of awards is limited to ten percent of current initiates.

**Section 2.** Sponsors of Active Chapters may award the Certificado por Servicios to recognize initiated members who have rendered meritorious service to their Chapter. The number awarded is limited to ten percent of current initiates.

**Section 3.** Sponsors of Active Chapters may award the Premio de Honor to the best graduating senior of the Chapter. The certificate may be obtained from the National Director of the Society at no cost, and will be sent upon receipt of the student's name. The names of both the student and the Chapter sponsor will be printed in *¡Albricias!* if sent by the deadline. Each Chapter may receive only one certificate each year.

## **Article IX. Insignia**

**Section 1.** The insignia of the Society is the official one of the AATSP, as represented on the medals which may be awarded for excellence in Spanish and Portuguese.

**Section 2.** The seal of the AATSP is the official seal of the Society, and it may be used in conjunction with any other seal upon approval of the National Council.

**Section 3.** The motto of the Society is: *Todos a una.*

**Section 4.** The colors of the Society are red and gold.

**Section 5.** The flower of the Society is the carnation.

## **Article X. Emergency Bylaws**

**Section 1.** Additional regulations for facilitating the government of the Society and the activities of the Chapter may be prepared by the National Council whenever the exigencies for such regulations may arise.

**Section 2.** Dues may be initiated at the beginning of each year to be determined by the Sponsor and advisors

## Services Agreement

Between  
**Anaheim Union High School District**  
 and  
**FOCUSED FITNESS**

**THIS AGREEMENT** is made and entered into by and between Anaheim Union High School District (“District”) a school district located at 501 Crescent Way, Anaheim, CA 92803, and Focused Fitness (“Contractor”), a Washington Based company located at 2406 S. Dishman Mica Road, Suite 4, Spokane Valley, WA 99206.

**WHEREAS** District has been awarded the Carol M. White Physical Education Program Grant from the Department of Education, therefore, in consideration of the mutual premises hereinafter contained, the parties agree that this contract will be performed in accordance with the following conditions:

### 1. STATEMENT OF WORK

CONTRACTOR shall furnish the necessary personnel, equipment, material, and/or services and otherwise do all things necessary for or incidental to the performance of the work described herein:

#### Staff Development:

Provide up to 6 days of on-site training sessions at multiple sites. Training is articulated and builds capacity for sustainability through long-term planning. This provides teachers with the knowledge and skills necessary to update instructional methods and strategies for delivering a comprehensive physical education and activity based program. CONTRACTOR shall provide professional trainers to instruct school district staff on current methods and best practices in delivering a quality fitness and health program.

#### Program curriculum development

Build the program infrastructure (i.e. curriculum guides, assessment timelines, district consensus curriculum map, yearly plans, mission and vision statements, parent letters, standards based grading policies, etc) for deep curriculum alignment between the written curriculum, instruction and assessment providing sustainability of the fitness and health program.

#### Quantitative and Qualitative Evaluation

The evaluation component is tailored to facilitate integration with all elements of the project, i.e., design, implementation, training and to ensure sustainability of the Five for Life curriculum. This integration occurs through ongoing data collection that provides information for continual improvement; measurements that determine the extent to which specific benchmarks are met (e.g., activity levels, fitness measures, cognitive assessments, student surveys, teacher surveys, workshop evaluations) each year. Focus groups and interviews will also be conducted to provide qualitative information to the yearly reports. Evaluation reports are written that are based on data that has been gathered and analyzed during the year.

#### Advanced Training Workshop

The Five for Life advanced training workshop provides instruction in research-based, motor skill, fitness and academic best practices. This workshop provides practitioners straightforward lessons to teach students the foundation of fitness and health through age appropriate activities and games. During the workshop, leaders in the field will provide participants with new methods and techniques to bring back to their district.

## **2. PERIOD OF PERFORMANCE**

This Agreement shall become effective October 1<sup>st</sup>, 2010 and will expire on September 30<sup>th</sup>, 2011.

## **3. COMPENSATION**

Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work which will cause the maximum payment to be exceeded. Compensation for services shall be based on the budget in **Attachment A** as outlined in the awarded grant budget request. Changes must be approved in writing.

## **4. BILLING PROCEDURE**

CONTRACTOR shall submit properly completed invoices not more than once monthly. Payment to CONTRACTOR for approved and completed work will be made by warrant within 30 days of receipt of the invoice. Upon expiration of the contract, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

## **5. RIGHTS IN MATERIALS**

Unless otherwise stated, all materials produced by CONTRACTOR shall be owned by its originator. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

## **6. RIGHTS IN DATA**

District agrees that CONTRACTOR may aggregate any and all combinations of Data collected by it under this Agreement such that the Data no longer contains any personally identifiable information of any User ("Aggregated Data"). All Aggregated Data is the property of CONTRACTOR, and Client agrees that Focused Fitness may use such Aggregated Data for any purpose, including without limitation in publications and marketing materials. CONTRACTOR, agrees that during the term of this Agreement, and during any period after this agreement has expired, where student personal information remains in CONTRACTOR's possession, CONTRACTOR shall not disclose, to any third party, any Confidential Information/Student PII as expressly authorized herein. Confidential Information includes, without limitation, Student Personally Identifiable Information such as a student's name; name of student's parent or other family member; address of student or family; personal identifiers (i.e. social security number, district identification number, date of birth or personal characteristics that would make the student's identification easily traceable).

## **7. INDEPENDENT CAPACITY**

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

## **8. ALTERATIONS AND AMENDMENTS**

This agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless in writing and signed by personnel authorized to bind each of the parties.

## **9. TERMINATION FOR CAUSE**

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will provide the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 45 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

## **10. GOVERNANCE**

This contract is entered into pursuant to and under the authority granted by the laws of the state of California, and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. applicable state and federal statutes and rules;
- b. statement of work; and
- c. any other provisions of the agreement, including materials incorporated by reference.

## **11. ASSIGNMENT**

The work to be provided under this Agreement, and any claim arising hereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

## **12. WAIVER**

A failure by either party to exercise its rights under this agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

## **13. SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

## **14. ALL WRITINGS CONTAINED HEREIN**

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

## **15. PROJECT MANAGEMENT**

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.



|                  | <b>Focused Fitness Contact Person</b> | <b>Client Contact Person</b>       |
|------------------|---------------------------------------|------------------------------------|
| Name             | Karen Cowan                           | Elizabeth I. Novack, Ph.D.         |
| Title            | CEO                                   | Superintendent                     |
| Organization     | Focused Fitness, LLC                  | Anaheim Union High School District |
| Address          | 2406 S Dishman Mica Rd. Ste 4         | 501 Crescent Way                   |
| City, State, Zip | Spokane Valley, WA 99206              | Anaheim, CA 92803                  |
| Phone            | (509) 327-3181                        | (714) 999-3511                     |
| Email            | karen@focusedfitness.org              |                                    |

**IN WITNESS WHEREOF, the parties have executed this Agreement.**

*Karen Cowan*  
Signature

\_\_\_\_\_  
Signature

Karen Cowan  
Name

Elizabeth I. Novack, Ph.D.  
Name

Chief Executive Officer  
Title

Superintendent  
Title

10-29-10  
Date

\_\_\_\_\_  
Date

**ATTACHMENT A**

**Focused Fitness Budget – Year 2010-2011**

|   |                   |
|---|-------------------|
| Professional Development: up to 6 on site sessions                                    | 30,000.00         |
| Program curriculum development  | 15,000.00         |
| Quantitative and Qualitative Evaluation   | 45,000.00         |
| Advanced Training Workshop  | 1,600.00          |
| WELNET - Web Based Data Tracking and Assessment Software<br>& Maintenance for 3 years | 22,500.00         |
| Fab 5 Afterschool Program Training  | 3,000.00          |
| <b>Total</b>  | <b>117,100.00</b> |

## FOCUSED FITNESS L.L.C.

## WELNET SERVICE AGREEMENT

This WELNET Service Agreement (“**Agreement**”) is effective on October 1, 2010 (“**Effective Date**”) and is made by and between Focused Fitness, LLC, a Washington limited liability corporation with its principal place of business at 2406 S. Dishman-Mica Rd., Ste. 4, Spokane Valley, WA 99206 (“**Focused Fitness**”) and Anaheim School District, a School Client, with its principal place of business at 501 Crescent Way, Anaheim, CA 92803-3520 (“**Client**”).

**1. Definitions.**

1.1 “**Administrator(s)**” means those Users who are granted expanded access to the Services, including without limitation the ability to import data into the Services.

1.2 “**Services**” mean the online services to be provided hereunder, as described in Attachment A or as otherwise agreed in a writing signed by the parties, including any modifications, bug fixes, improvements, or enhancements included by Focused Fitness as part of the Services during the term of this Agreement.

1.3 “**Focused Fitness Site**” means the collection of web pages containing a common base URL of [www.focusedfitness.org](http://www.focusedfitness.org) that is delivered over the Internet.

1.4 “**WELNET site**” means the collection of web pages containing a common base URL of [www.focusedfitness.org/welnet](http://www.focusedfitness.org/welnet) that is delivered over the Internet.

1.5 “**User**” or “**Users**” means those students (if any), staff and teachers within the Client’s school Client and/or school who are authorized by Client to access the Services, and includes Administrators.

**2. Services.**

2.1 General. Focused Fitness agrees to provide Users with the Services pursuant to the terms and conditions set forth in this Agreement. In the event that either party desires to make changes to Attachment A or to this Agreement during the term of this Agreement, such party shall so notify the other party, and both parties shall agree in writing on such changes and on necessary adjustments, if any, to the other terms of this Agreement that are required to accommodate such changes.

2.2 Non Exclusivity. Focused Fitness hereby grants to Client a non-exclusive use of the Licensed Materials and the right to provide the Licensed Materials to Authorized Users in accordance with this agreement. Nothing herein shall prevent Focused Fitness from marketing or selling any goods or services to any prospective customer.

2.3 Service Levels/User Support. Focused Fitness will provide the Services and User support in accordance with the service levels set forth in Attachment C.

**3. Consideration.**

3.1 General. Client will pay Focused Fitness for the Services pursuant to the “**Payment Schedule**” set forth in Attachment B.

3.2 Payment Terms. Client will pay all Focused Fitness invoices within thirty (30) days of the invoice date.

3.3 Taxes. Amounts stated under Section 3.1 do not include applicable sales, use, gross income, occupational, or similar taxes; import or export fees; duties, imports, or tariffs; or any other taxes, duties, charges, or fees of any kind which may be levied in connection with the transactions covered hereby regardless of whether the same are separately stated by Focused Fitness. Such taxes are the responsibility of Client whether or not added to applicable invoices by Focused Fitness. Client may provide to Focused Fitness an exemption certificate in a form acceptable to Focused Fitness and to the relevant taxing authority, in which case Focused Fitness shall not withhold the taxes covered by such certificate following its receipt by Focused Fitness and during the period that such certificate is in effect, provided that Client shall remain liable for any such taxes that are the subject of such certificate and shall indemnify and hold Focused Fitness harmless therefrom.

#### 4. **Publicity.**

4.1 Trademark License. Subject to the terms of this Agreement, each party grants to the other party a royalty-free, non-exclusive, non-transferable, personal license to use the Licensed Mark only on materials generated and delivered as a component of the Services and/or on either party's websites, during the Term, according to the terms and conditions in this Agreement and any other trademark guidelines in effect at the time of use as communicated by each party to the other party. Such Licensed Marks may be used solely in connection with the marketing and provision of the Services, including without limitation for purposes of advertising the identity of Focused Fitness' existing and/or past customers. "**Licensed Mark**" means those marks identified in Attachment D to this Agreement.

4.2 Communication to Users. Except as set forth in the Services to be provided to Client under this Agreement, Client will be responsible for communicating to Users regarding availability of the Services for access by Users.

5. **Data**. Client agrees that Focused Fitness will collect certain data and information (collectively "**Data**") relating to Client and Users in connection with this Agreement. In addition to those rights granted under Section 4.1 of this Agreement, Focused Fitness may use such Data for the following purposes:

- (i) Aggregated Data. Client agrees that Focused Fitness may aggregate any and all combinations of Data collected by it under this Agreement such that the Data no longer contains any personally identifiable information of any User ("**Aggregated Data**"). All Aggregated Data is the property of Focused Fitness, and Client agrees that Focused Fitness may use such Aggregated Data for any purpose, including without limitation in publications and marketing materials.
- (ii) Personally Identifiable Information of Users. All personally identifiable information of Users ("**User PII**") is Confidential Information of Client as described in Section 7 of this Agreement. Notwithstanding that Section 7, Client hereby grants to Focused Fitness a non-exclusive, royalty-free limited right and license to use such User PII to create the Aggregated Data described in Section 5(i) of this Agreement.
- (iii) Security Measures. Focused Fitness will protect the Hosting Environment, the Web Site, User Information, and transmission of data by between the Web Site and Users (collectively the "**Protected Services**") using the highest industry standard procedures and technologies. Without limitation to the foregoing sentence, at a minimum, Focused Fitness will implement the following measures:

- (a) At all times during the Term, Focused Fitness will protect the Protected Services by using industry standard intrusion detection technology, and monitor the Protected Services using trained Internet security specialists.
- (b) Focused Fitness will protect the Protected Services with a firewall that is configured with an intrusion detection system that monitors the Internet segment and can immediately shut down ports that are being attacked.
- (c) Focused Fitness will generate logs and review logs to determine unauthorized activities relating to the Protected Services every ten (10) days.
- (d) All physical access to the Protected Services will be restricted to authorized employees of Focused Fitness who have a need to for such access to carry out their duties, and are under an obligation to treat the Protected Services as confidential and to comply with Focused Fitness's obligations under this Agreement.
- (e) All Internet access to the Protected Services must be accomplished via SSL (Secure Socket Layer) Version 3 or a successor version thereto, which must provide an encrypted session over the Internet.

## 6. **Client's Responsibilities.**

6.1 **System Requirements.** The Services are made available over the Internet. To access the Services, Users must have: (i) a suitable Internet connection, and (ii) access to a computer that meets the minimum hardware and software requirements specified by Focused Fitness from time to time on the Focused Fitness Site. Client acknowledges that it is responsible for ensuring that Users can comply with the System Requirements. Client, and not Focused Fitness, is responsible for User support with respect to the User's Internet connection, computer hardware, computer software or personal email accounts.

6.2 **Passwords.** Users obtain access to the Services through the usage of passwords. Users must comply with Focused Fitness's policies and procedures, as communicated from time to time to Client on the Focused Fitness Site, relating to the issuance, protection and administration of such passwords. Client will ensure that Users comply with any such requirements. Client, and not Focused Fitness, is responsible for any damages and/or disclosure of information, including without limitation User PII, that results from any User's misuse of a password and/or the Services, including without limitation such User's failure to adequately protect the secrecy of the password and/or access to the Services.

6.3 **Parental Consent.** Client, and not Focused Fitness, is responsible for obtaining any and all necessary parental consent for any student Users to access and use Services.

6.4 **User Requirements.** All Users of Services must comply with any Focused Fitness terms of use and/or privacy policy in effect as published on the Focused Fitness Site ("**Terms of Use**"). Focused Fitness reserves the right to suspend or discontinue a User from accessing Services at any time if the User violates the Terms of Use. Client is responsible for (i) ensuring that Users are aware of Focused Fitness's Terms of Use, (ii) working in good faith to ensure that Users comply with the Terms of Use, and (iii) notifying Focused Fitness of any activity by Users in violation of the Terms of Use.

6.5 Surveys. Client agrees to cooperate with Focused Fitness and permit Focused Fitness to conduct user satisfaction surveys of Users, at Focused Fitness's expense.

6.6 Access Limited to Users. Client will not resell the Services or provide access to the Services to any third parties who are not Users.

6.7 All Rights Reserved. The Services provide access to certain content owned or licensed by Focused Fitness and protected by national and international copyright and trademark laws. Except for the rights expressly granted in Section 2, Focused Fitness expressly reserves all right, title, and interest in and to the Services and Client agrees that Focused Fitness does not, directly or by implication, by estoppel or otherwise, grant any other rights or licenses to Client under this Agreement. Client will not remove or alter any trademark or other proprietary notice in or on any Services.

7. **Confidential Information.** Each party agrees that during the term of this Agreement, and for two (2) years thereafter, it will not disclose to any third party any Confidential Information of the other party, except as expressly authorized herein. The term "Confidential Information" means all nonpublic information that a party designates as confidential at the time of the disclosure or that, based on the nature of the information or circumstances surrounding its disclosure, the receiving party should in good faith treat as confidential. Confidential Information includes, without limitation, information relating to unreleased offerings. Confidential Information does not include information that: (i) was generally known to the public at the time disclosed by the Disclosing Party; (ii) became generally known to the public other than through a breach of this Agreement by the receiving party after the time of disclosure to the receiving party by the disclosing party; (iii) was in the receiving party's possession free of any obligation of confidentiality at the time of disclosure to the receiving party by the disclosing party; (iv) was rightfully received by the receiving party from a third party that was free of any obligation of confidentiality after disclosure by the disclosing party to the receiving party; or (v) was independently developed by the receiving party without reference to or use of Confidential Information disclosed by the disclosing party.

8. **Feedback.** Either party may from time to time provide suggestions, comments or other feedback ("Feedback") to the other party with respect to Confidential Information disclosed to it by the other party. Both parties agree that notwithstanding anything to the contrary in this Agreement, all Feedback is and shall be entirely voluntary and shall not, absent separate written agreement, constitute Confidential Information or create any confidentiality obligation for the receiving party. Each party shall be free to use, implement and disclose such Feedback as it sees fit, entirely without obligation of any kind to the other party, with the sole exception that the party receiving Feedback will not disclose that the other party provided such Feedback except with prior written consent.

9. **Representations and Warranties.** Each party hereby represents and warrants that (i) this Agreement has been duly and validly executed and delivered by such party and constitutes a legal and binding obligation of such party, enforceable against such party in accordance with its terms; (ii) such party has all necessary power and authority to execute and perform in accordance with this Agreement; (iii) it will comply with all applicable laws in the performance of its obligations under this Agreement, in particular with any federal and state rules regarding student records, privacy, and the commercial use of student information, including but not limited to the Family Educational Rights and Privacy Act and the Health Insurance Portability and Accountability Act of 1996; and (iv) such party's execution, delivery and performance of this Agreement will not conflict with or violate any provision of law, rule or regulation to which such party is subject, or any agreement or other obligation directly or indirectly applicable to such party or binding upon its assets.

**10. Indemnity.**

10.1 Duty to Indemnify. Each party will indemnify, defend, and hold the other party and its officers, employees, consultants and agents harmless from any and all third party claims, demands, costs, liabilities, losses, expenses and damages (including attorneys' fees, costs, and expert witnesses' fees) arising out of or in connection with any claim resulting from any breach or alleged breach of the indemnifying party's representations, warranties and covenants set forth in Section 9 of this Agreement.

10.2 Process. With respect to any third party claims for which one party ("**Indemnifying Party**") is obligated to defend and indemnify the other party ("**Indemnified Party**") under Section 10.1, the following procedures apply: The Indemnified Party will permit the Indemnifying Party, through counsel chosen by the Indemnifying Party and reasonably acceptable to the Indemnified Party, to answer and defend the claim. The Indemnifying Party will permit the Indemnified Party to participate in its own defense with its own counsel at its own expense. If the Indemnified Party elects to participate in its own defense, the Indemnifying Party agrees to consider in good faith the views of the Indemnified Party and its counsel and to keep the Indemnified Party and its counsel reasonably informed of the progress of the defense, litigation, arbitration, or settlement discussions relating to the claims. The Indemnifying Party will not settle any claims against the Indemnified Party except with Indemnified Party's prior written permission, which permission will not be unreasonably withheld or delayed. The Indemnifying Party is not responsible for any settlement made by the Indemnified Party without the Indemnifying Party's written permission. If the Indemnified Party and Indemnifying Party agree to settle a claim, the Indemnifying Party will not publicize the settlement without first obtaining the Indemnified Party's written permission.

**11. WARRANTY DISCLAIMER.** EXCEPT AS SET FORTH IN SECTION 8 ABOVE, ALL SERVICES PROVIDED BY FOCUSED FITNESS HEREUNDER ARE PROVIDED "AS IS" AND FOCUSED FITNESS DISCLAIMS ALL WARRANTIES AND DUTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES AND DUTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, REASONABLE CARE, WORKMANLIKE EFFORT, RESULTS, LACK OF NEGLIGENCE, LACK OF VIRUSES, ACCURACY OR COMPLETENESS, TITLE, QUIET ENJOYMENT OR NON-INFRINGEMENT.

**12. LIMITATION OF LIABILITY & EXCLUSION OF CERTAIN DAMAGES.**

12.1 EXCLUSION OF CERTAIN DAMAGES. EXCEPT FOR EITHER PARTY'S BREACH OF SECTION 7 OR OBLIGATIONS UNDER SECTION 10, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OR CAUSE OF ACTION OR THE ALLEGED BASIS OF THE CLAIM, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.2 LIMITATION ON LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, FOCUSED FITNESS'S TOTAL AGGREGATE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OR CAUSE OF ACTION OR THE ALLEGED BASIS OF THE CLAIM, WILL NOT EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY RECEIVED BY FOCUSED FITNESS UNDER THIS AGREEMENT. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY REGARDLESS OF THE FORM OR THE CAUSE OF ACTION OR ALLEGED BASIS OF THE CLAIM, AND EVEN IF THE REMEDIES OTHERWISE PROVIDED UNDER THIS AGREEMENT, AT LAW OR IN EQUITY FAIL OF THEIR ESSENTIAL PURPOSE.

**13. Term, Termination, and Renewal**

13.1 Term. This Agreement will be effective as of the Effective Date, and will continue in effect until 3 year(s) after the Effective Date ("**Initial Term**").

13.2 Renewal. This Agreement shall automatically renew at the end of the current term and will extend for successive additional one year periods thereafter unless either party gives written notice of its intention not to renew 60 days before expiration of the current term ("**Renewal Term**").

13.3 Termination For Cause. Either party may suspend performance or terminate this Agreement immediately upon written notice to the other party at any time if the other party is in material breach of any provision of this Agreement and has failed to cure that breach within thirty (30) days after receipt of written notice thereof. Without limiting the foregoing, Focused Fitness may suspend performance or terminate this Agreement immediately upon written notice to Client if Client is sixty (60) days overdue on any payment due to Focused Fitness under this Agreement.

13.4 Effect of Expiration/Termination. Upon the expiration or termination of this Agreement Client will pay all amounts due to Focused Fitness up to the date of expiration/termination. The following Sections will survive the expiration or termination of this Agreement:

**14. Non-Discrimination Statement**

14.1 Focused Fitness assures the School Client that its agency complies with all state and federal guidelines and/or regulations and does not discriminate on the basis of race, creed, color, national origin, sex, sexual orientation, marital status, age, veteran status, or disability. This is in accordance with Title VI of the 1964 Civil Rights Act; Section 504 of the Rehabilitation Act, 1973, as amended; Americans with Disabilities Act, July 26, 1990, P.L. 101-336; and Title IX of the Education Amendments of 1972, as amended.

**15. Miscellaneous.**

15.1 Relationship of parties. Client and Focused Fitness are independent with respect to one another, and nothing in this Agreement will be interpreted to create any agency, joint venture, employment or partnership relationship.

15.2 Force Majeure. For a reasonable time period, each party will be excused from delay or failure in performance due to causes beyond such party's reasonable control including without limitation, acts of God, government action, regulations, riots, wars, floods, and/or earthquakes.



15.3 Notices. Any notice provided for in this Agreement must be given in a non-electronic record by registered or certified U.S. mail as designated below, return receipt requested, postage paid. It will be effective on the day it is mailed to the following address designated by each party.

|                  | <b>Focused Fitness Contact Person</b> | <b>Contact Person</b>  |
|------------------|---------------------------------------|------------------------|
| Name             | Ron T. Malm                           | Laura Quan             |
| Title            | COO                                   | PEP Coordinator        |
| Organization     | Focused Fitness, LLC                  | Anaheim Union HS, CA   |
| Address          | 2406 S Dishman Mica Rd., Ste 4        | 501 Crescent Way       |
| City, State, Zip | Spokane, WA 99206                     | Anaheim, CA 92803-3520 |
| Phone            | 509 327-3181                          | (714) 999-5641         |
| Email            | ron@focusedfitness.org                | quan_l@auhsd.us        |

15.4 Assignment. Neither party will assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party. Notwithstanding the immediately preceding sentence, either party may assign this Agreement without the other party's prior written consent as part of a merger, or a sale or transfer of a majority of the assigning party's assets. This Agreement will be binding upon, enforceable by, and inure to the benefit of the parties and their respective successors and permitted assignees.

15.5 Waiver. No waiver of any provision of this Agreement will be effective unless it is in a signed writing, and no such waiver will constitute a waiver of any other provision(s) or of the same provision on another occasion.

15.6 Governing Law; Venue. This Agreement will be governed by and construed under the laws of the State of Washington (except to the extent federal law is controlling on the subject matter), without regard to its conflict of laws provisions. All disputes brought by either party arising under this Agreement will be brought in a court of competent jurisdiction in Spokane County, Washington, as permitted by law, and each party hereby submits to the exclusive jurisdiction and venue in such courts. Client waives all defenses of lack of personal jurisdiction and forum nonconveniens. Process may be served on either party in the manner authorized by applicable law or court rule.

15.7 Attorney's Fees. In any action to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party will be entitled to recover its costs, including attorneys' fees.

15.8 Severability. If any term of this Agreement is found by a court of competent jurisdiction to be in whole or in part unenforceable, then the remainder of this Agreement shall continue in effect so long as the Agreement still expresses the intent of the parties. If the intent of the parties cannot be preserved, this Agreement shall be null and void.

15.9 No Third Party Beneficiaries. This Agreement is for the benefit of, and shall be enforceable by, the parties only. This Agreement is not intended to confer any right or benefit on any third party. No action may be commenced or prosecuted against a party by any third party claiming as a third-party beneficiary of this Agreement.

15.10 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, oral or written. Changes, modifications or waivers to this Agreement must be in writing and signed by both parties.

IN WITNESS WHEREOF, Focused Fitness and Client agree to the terms and conditions set forth in this Agreement.

Focused Fitness Inc.

By: 

Print Name: Ron T. Malm

Title: COO

Date: 11/11/2010

Anaheim School District :

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## ATTACHMENT A

### Services

The **WELNET Software Program** is an easy to use, customizable, web-based software application that simplifies the process of gathering student academic, fitness and health data, printing individual and group reports and can be accessed from any internet enabled computer. Student access allows for the entering of academic assessments and behavioral logs to include: activity, diet, hydration, heart rate and sleep. An evaluation component is included that allows Clients to analyze teacher, student and workshop survey information. WELNET is curriculum based, allows students to create an electronic portfolio and is aligned with the Five for Life Program.

#### WELNET FEATURES:

- Web-based software allows users to input fitness, behavioral and cognitive data at any workstation with internet capabilities
- Software management system for fitness, health and cognitive data
- Application allows for a coordinated school fitness and health approach between administrators, physical educators, health educators, classroom teachers, nurses and parents
- Software licenses available for organizations of any size or structure
- Password protected login to ensure safety of data
- User friendly import feature for entering students' demographical information
- One step process for data extraction
- Class lists are automatically generated
- **Fitness Measurements**
  - Application allows for 100% fitness measurement customization
    - Ability to choose unlimited fitness measurements items
    - Selection of standards that accompany measurements
    - Modifications can be made at any time to class sessions, student information, fitness measurements, standards and more
  - Ability to customize fitness reports to include specific information related to fitness and health measurements
  - Generates fitness and health profiles for each student and tracks progress over time
  - Multiple reports provide summary information to instructors and administrators that includes; number of participants measured, demographical information and fitness and health scores compared to health standards
  - Automatic calculation of BMI, fat-free mass and healthy ranges for blood pressure
- **Behavioral Inventories**
  - Student access to activity, nutrition, hydration and sleep logs
  - Multiple reports provide summary information to instructors and administrators that includes; number of participants, behavioral information and behavioral information compared to standards
- **Cognitive Assessments**
  - Student access to complete any assessment located in the Five for Life Program K-12
  - Multiple reports provide summary information to instructors and administrators that includes; number of participants assessed and total scores achieved compared to possible scores

#### Hardware Requirements:

- Desktop, Laptop or Tablet Computer with internet access
- Web Browser (Internet Explorer Recommended)
- Printer

## **ATTACHMENT B**

### **Payment Schedule**

Anaheim School District, will pay Focused Fitness for Services according to the following “**Payment Schedule**”:

#### **Initial Term**

\$22,500.00 – WELNET Software: This fee includes 3 years of hosting, yearly or more frequent uploads of student data, hosting and backup, all upgrades and modifications and unlimited technical support.

Grant billing, including the WELNET fee for the Initial Term, will be solely based on the Services Contract. There will be no separate billing for WELNET during the Initial Term.

Initial Term –October 1, 2010 – September 31, 2013

#### **Renewal Term**

\$3,000 – WELNET Software: This yearly fee includes: yearly or more frequent uploads of student data, hosting and backup, all upgrades and modifications and up to 3 hours of technical support. Additional technical support will be billed at a rate of \$125/hour.

This Agreement shall automatically renew at the end of the current term and will extend for successive additional one year periods thereafter unless either party gives written notice of its intention not to renew 60 days before expiration of the current term.

Renewal Term – September 1, 2013 – August 31, 2014

## **ATTACHMENT C**

### **Service Levels**

Focused Fitness will use commercially reasonable efforts to ensure that WELNET is available and capable of forwarding IP packets 99.99% of the time, as averaged over a calendar month.

Focused Fitness and Client will collaborate to resolve any software-related functionality issues. Focused Fitness will use commercially reasonable efforts to assist Client in resolving any such issues within 72 hours of receipt of written notice from Client. Client's written notice shall specify the nature of the problem and the steps taken by Client to investigate or otherwise remedy the problem.

**ATTACHMENT D**

**Licensed Marks**



**WELNET**  
software





Agreement Number: \_\_\_\_\_  
Replacing Agreement 13-085-9598

CALIFORNIA STATE UNIVERSITY, LONG BEACH  
GENERAL PROVISIONS AGREEMENT  
for CANDIDATE FIELDWORK IN COOPERATING SCHOOL DISTRICTS

This Agreement is between the Trustees of the California State University (CSU) on behalf of California State University Long Beach, hereinafter called "University," and Anaheim Union High School District, hereinafter called "District," for fieldwork by University students at District in accordance with the attached Exhibits which by this reference are incorporated into and made part of this agreement. It is understood that the General Provisions and Exhibits A-E pertain to all University programs.

|          |                            |           |   |
|----------|----------------------------|-----------|---|
| <u>X</u> | Early Fieldwork            | Exhibit A | Specific Protocol, consisting of <u>1</u> page  |
| <u>X</u> | Basic Credential Programs  | Exhibit B | Specific Protocol, consisting of <u>7</u> pages |
| _____    | Educational Administration | Exhibit C | Specific Protocol, consisting of <u>3</u> pages |
| <u>X</u> | School Counseling          | Exhibit D | Specific Protocol, consisting of <u>3</u> pages |
| <u>X</u> | School Psychology          | Exhibit E | Specific Protocol, consisting of <u>3</u> pages |

**GENERAL PROVISIONS**

**Indemnification and Insurance**

University and District shall each be responsible for damages caused by the negligence of its directors, officers, agents, and employees occurring in the performance of this Agreement. The provisions of this paragraph, as intended by University and District, shall be interpreted to impose on each party responsibility for the negligence of their respective officers, agents, and employees.

As an agency of the state, the University shall maintain in full force and effect, a program of self-insurance to cover comprehensive general liability, professional liability and workers' compensation coverage for officers, agents, and employees at a level of no less than \$1,000,000 per occurrence. Students in therapeutic or allied health fields, or educational training placements shall be covered by the University should the District not provide coverage.

A certificate of general liability insurance with the District named as an additional insured shall be provided by the University to the District within 30 days of the commencement of this agreement.

University does not provide medical, health, or non-travel accident insurance for students participating in field placements. The University does not provide liability coverage for sexual abuse or molestation but does provide for defense of such charges.

Should the District require proof of student's professional liability insurance coverage of no less than \$1,000,000, the participating student is responsible to obtain such proof from the University Office of Risk Management and present same to District.

The District shall maintain commercial general liability or a program of self insurance with limits of not less than \$1 million per occurrence.

Each party waives the right of subrogation against the other.

**Finger-Printing**

If District determines that the services provided by University's students involve more than limited contact with students, University agrees that University shall require any students providing services pursuant to this Agreement shall be finger-printed as arranged by the District before services commence pursuant to California Education Code §45125.1.

**TB Testing**

If District determines that the services provided by University's students involve more than limited contact with students, University agrees that University shall require any students providing services pursuant to this Agreement to submit to District the results of a recent tuberculosis test.



**Services Responsibility**

The District retains professional and administrative responsibility for the services rendered at the District.

**Student Safety and Personal Risk**

The District shall inform the participating student of any potential health or safety risks associated with their field placement.

**Non-Discrimination**

District shall not employ any discriminatory practice in its performance hereunder, including its employment practices, on the basis of sex, race, color, religion, national origin, ethnic group, marital or parental status, ancestry, age, sexual orientation, or physical or mental disability or the perception of one or more of such characteristics.

**Independent Status**

This Agreement is between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

**Term of Agreement**

The term of this Agreement shall be operative from date of full execution until 06/30/2014. However, either party may cancel this Agreement upon thirty (30) days written notice.

**Confidentiality**

All parties shall abide by the Health Insurance Portability and Accountability Act (HIPAA) of 1996 Privacy Rule, which provides for comprehensive Federal protection for the privacy of personal health information.

**University**

**California State University Long Beach**  
1250 Bellflower Blvd., BH-346  
Long Beach, CA 90840-0123

**School District**

**Anaheim Union High School District**  
501 N. Crescent Way  
Anaheim, CA 92803  
(714) 999-3552      (714) 520-9752  
Phone Number                      Fax Number

\_\_\_\_\_  
Authorized Signature  
Carolyn Dersch  
Contracts Specialist

\_\_\_\_\_  
Authorized Signature  
Name (print) Russell Lee-Sung  
Title Assistant Supt., Human Resources

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**CALIFORNIA STATE UNIVERSITY, LONG BEACH  
DISTRICT AFFILIATION AGREEMENT**

**Exhibit A  
EARLY FIELDWORK**

WHEREAS, the District is authorized to enter into agreements with the University to provide early fieldwork experiences for students enrolled in University programs to prepare educational professionals, NOW, THEREFORE, it is mutually agreed between the University and the District as follows:

The State University and the District are as follows:

California State University, Long Beach  
1250 Bellflower Blvd, BH-346  
Long Beach, CA 90840

Anaheim Union High School District  
501 N. Crescent Way  
Anaheim, CA 92803

**SPECIAL PROVISIONS**

1. **Scope of Services:** The District shall provide to University students educational experiences through early fieldwork placements in schools and classes of the District not to exceed the stipulations set forth in these Special Provisions. Such professional experiences shall be provided in such schools or classes of the District and under the direct supervision and instruction of such employees of the District as the District and the University through their duly authorized representatives may agree upon.  
  
"Early fieldwork" as used herein and elsewhere in this agreement means participation in one or more of a variety of professional preparation activities, typically as a course requirement, under the direct supervision of employees of the District holding valid life diplomas or credentials issued by the State Board of Education, other than emergency or provisional or intern credentials, authorizing them to serve as classroom teachers or other educational professionals in the schools or classes in which the fieldwork experience is provided.
2. **Compensation:** There is no compensation by the University for the services of the District professional.
3. **Assignment:** The assignment of a student of the University for early fieldwork placements in schools or classes of the District shall be at the discretion of the University, with the agreement of the supervising classroom teacher, educational professional, and/or site principal. Length and specific activities of assignments will vary depending on the requirements of the University class.
5. **Termination:** The District may, for good cause, refuse to accept for early fieldwork any student of the University who requests an early fieldwork placement in the District, and upon request of the District, made for good cause, the University shall at any time terminate the assignment of any student of the University to an early fieldwork placement in the District. The University may, upon good cause, withdraw from an early fieldwork placement at any time any student of the University assigned to an early fieldwork placement in the District.

CALIFORNIA STATE UNIVERSITY, LONG BEACH  
DISTRICT AFFILIATION AGREEMENT  
Exhibit B  
BASIC CREDENTIAL PROGRAMS: STUDENT TEACHING

WHEREAS, the District is authorized to enter into agreements with the University, to provide single subject, multiple subject, and/or education specialist student teaching experience through practice teaching to students enrolled in teacher training curricula of the University; and

WHEREAS, any such agreement may provide for the payment for the services rendered by the District of an amount not to exceed the actual cost to the District of the services rendered; and

WHEREAS, it has been determined between the parties hereto that the payments to be made to the District under this agreement do not exceed the actual cost to the District of the services rendered by the District; and

WHEREAS, the honorarium or payment provided herein is intended to be transmitted promptly by the District to the Master Teacher as compensation for and recognition of services performed for the student teacher in the supervisory teacher's charge;

NOW, THEREFORE, it is mutually agreed between the University and the District as follows:

The State University and the District are as follows:

California State University, Long Beach  
1250 Bellflower Blvd, BH-345  
Long Beach, CA 90840

Anaheim Union High School District  
501 N. Crescent Way  
Anaheim, CA 92803

SPECIAL PROVISIONS

1. **Scope of Services:** The District shall provide to University students teaching experience through practice teaching in schools and classes of the District not to exceed the units of practice teaching set forth in these Special Provisions. Such practice teaching shall be provided in such schools or classes of the District and under the direct supervision and instruction of such employees of the District as the District and the University through their duly authorized representatives may agree upon.

"Practice teaching" as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the District holding valid life diplomas or credentials issued by the State Board of Education, other than emergency or provisional or intern credentials, authorizing them to serve as classroom teachers in the schools or classes in which the practice teaching is provided.

2. **Rates:** Contingent upon the availability of funds each semester, the University may pay the District for the performance by the District for all services required to be performed under this agreement at the rates set forth below for each semester unit of practice teaching. The District shall be notified not less than 60 days prior to the semester if a change in the compensation rate is to be made due to the availability of funds.

If payment is made by the University, the RATE AND AMOUNT will be \$20.00 per semester unit the student is enrolled in for the practice teaching experience.

3. **Assignment:** An assignment of a student of the University to practice teaching in schools or classes of the District shall be at the discretion of the University. An assignment is typically for approximately eight (8) weeks or for approximately twenty (20) weeks, but the length of an assignment can vary depending on the program and student.

The assignment of a student of the University to practice teaching in the District shall be deemed to be effective for purposes of this agreement as of the date the student presents to the proper authorities of the District the assignment card or other document given the student by the University effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

In the event the assignment of a student of the University to practice teaching is terminated by the University for any reason, the District shall receive payment on account of such student except that if such assignment is terminated before the end of the eighth week of the term of the assignment, the District shall receive payment for an assignment for eight (8) weeks only. If a student is assigned by the University to another teacher of the District after an assignment has become effective, this shall be considered for payment purposes as an entirely new and separate assignment.

Absences of a student from assigned practice teaching shall not be counted as absences in computing the semester units of practice teaching provided the student by the District.

4. **Payment:** Contingent upon funds being available to University, and written notification of availability of funds to District, the District, within 45 days following the close of each semester or quarter of the University, shall submit an invoice and stipend report to the University for payment at the rate provided herein for all units of practice teaching provided by the District under and in accordance with this agreement during said semester or quarter. The Master Teacher Stipend Report shall be executed by a duly authorized representative of the District certifying that the District expended or became obligated to expend in providing such practice teaching an amount not less than the amount of the invoice. A sample stipend report is attached.

The University will pay the amount of such invoice from monies made available for such purpose by or pursuant to the laws of the State. Notwithstanding any other provisions of this agreement, the University shall not be obligated by this agreement to pay the District any amount in excess of the total sum set forth in the Special Provisions.

5. **Termination:** The District may, for good cause, refuse to accept for practice teaching any student of the University assigned to practice teaching in the District, and upon request of the District, made for good cause, the University shall at any time terminate the assignment of any student of the University to practice teaching in the District. The University may, upon good cause, withdraw from practice teaching at any time any student of the University assigned to practice teaching in the District.

SCHOOL DISTRICT

Anaheim Union High School District

By: Anna Piercy

Clerk, Board of Trustees

Title

CERTIFICATION

I, the duly appointed and acting Clerk or Secretary of the Governing Board of the School District listed below, do hereby certify that the following is a true and exact copy of a portion of the Minutes of the regular meeting of said Board held on February 10, 2011.

"It was moved, seconded and carried that the attached contract with the Trustees of The California State University, whereby the University may assign students to the schools in the School District for practice teaching, be approved; and the Anaheim Union High School is hereby authorized to execute the same."  
District

Anaheim Union High School District

(District)

Orange

(County)

By \_\_\_\_\_  
Clerk, ~~Secretary~~ (strike one) of the Governing Board of the School District



## BILLING PROCEDURES

After the agreement has been fully executed:

1. The University should be billed after the completion of each semester. The invoice must show actual number of semester units billed, and the number of student teacher semester (students per semester). **Direct invoices to program offices for Multiple Subject or Single Subject. It is imperative that the subject matter be included on the mailing address to avoid any delays in invoice processing.**

College of Education  
1250 Bellflower Blvd.  
Long Beach, CA 90840-2201

2. The required Master Teacher Stipend Report approved by an authorized official is to be sent with the invoice to the University Accounts Payable.
3. There is no direct transaction between the University and the Master Teachers. The contractual arrangement is between the University and the District.

California State University, Long Beach  
 Multiple Subject Student Teaching \_\_\_\_\_ Single Subject Student Teaching \_\_\_\_\_  
 Phone (562) 985-4508 FAX (562) 985-7018  
 www.ced.csulb.edu/fpo  
 Master Teacher Stipend Report  
 \_\_\_\_\_ Spring \_\_\_\_\_ Fall \_\_\_\_\_ Summer Year 20\_\_\_\_\_

First Assignment: \_\_\_\_\_ Second Assignment: \_\_\_\_\_

| Student Last Name | Student First Name | School Site | Master Teacher Name | Stipend | District | Sem | Stat | For District Use |
|-------------------|--------------------|-------------|---------------------|---------|----------|-----|------|------------------|
|                   |                    |             |                     |         |          |     |      |                  |
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|                   |                    |             |                     |         |          |     |      |                  |
|                   |                    |             |                     |         |          |     |      |                  |

Total Payment: \_\_\_\_\_

Note: Please sign below and mail the signed copy with your invoice to:

College of Education  
 Multi or Single Subject Teaching Office  
 California State University, Long Beach  
 1250 Bellflower Boulevard  
 Long Beach, CA 90840-2201

Approved: \_\_\_\_\_ Designated District Representative Date: \_\_\_\_\_

CALIFORNIA STATE UNIVERSITY, LONG BEACH  
DISTRICT AFFILIATION AGREEMENT  
Addendum to Exhibit B  
BASIC CREDENTIAL PROGRAMS: STUDENT TEACHING

SPECIAL PROVISIONS ADDENDUM FOR FY 10-11

1. **Rates:** Due to the University budget for FY10-11, the rate and amount of **\$10.00** will be the adjusted per semester unit per student for this applicable fiscal year. Any and all outstanding invoices for FY 09-10 will be processed based on the applicable rate per unit established for FY 09-10. Please refer to the **Payment** section of the established agreement to assure District's timely payments. A rate review will be made within the stated terms for future fiscal years. The District shall be notified not less than 60 days prior to the semester if a change in the compensation rate is to be made due to the availability of funds.

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SCHOOL DISTRICT

Anaheim Union High School District

By: Anna Piercy

Clerk, Board of Trustees

Title

CERTIFICATION

I, the duly appointed and acting Clerk or Secretary of the Governing Board of the School District listed below, do hereby certify that the following is a true and exact copy of a portion of the Minutes of the regular meeting of said Board held on February 10, 2011.

"It was moved, seconded and carried that the change in compensation rate per unit per student for the school year 2010-2011 be approved; and the Anaheim Union High School is hereby authorized to execute the same."  
District

Anaheim Union High School District

(District)

Orange

(County)

By \_\_\_\_\_  
Clerk, ~~Secretary~~ (strike one) of the Governing Board of the School District

**DISTRICT AFFILIATION AGREEMENT**  
**Exhibit C**  
**EDUCATIONAL ADMINISTRATION PROGRAM**

WHEREAS, FIELDWORK SITE is able to provide supervised field experience for graduate students in the Educational Administration Program in the Department of Advanced Studies in Education and Counseling at UNIVERSITY; and

WHEREAS, this experience is the culminating educational experience leading to the Educational Administration Credential and would further the professional training of such students; and

WHEREAS, FIELDWORK SITE believes the services to be provided by the students as part of their learning experience would be of benefit to FIELDWORK SITE; and

WHEREAS, it is to the mutual benefit of the parties hereto that students of the UNIVERSITY use the education facilities of the FIELDWORK SITE for their fieldwork;

NOW, THEREFORE, in consideration of the covenants, conditions and stipulations hereinafter expressed and in consideration of the mutual benefits to be derived therefrom, the parties hereto agree as follows:

**RESPONSIBILITIES OF THE UNIVERSITY**

1. The UNIVERSITY shall designate in writing a faculty member to coordinate with a designee of the FIELDWORK SITE.
2. The UNIVERSITY shall complete periodic evaluations of the student regarding his/her performance at the FIELDWORK SITE or, when site visit is precluded by excessive distance, as by arrangement between the UNIVERSITY faculty member and the FIELDWORK SITE supervisor.
3. The UNIVERSITY will assure that the student shall be eligible for fieldwork only after formal review and recommendation by the program.
4. The UNIVERSITY will assure that acceptance of the student will be based on an application review and personal interview process by and on the approval of the UNIVERSITY and the FIELDWORK SITE.
5. The UNIVERSITY will assure that the student will participate in the fieldwork placement for the duration of the academic semester or school year, unless there is cause for removal.
6. The University may, upon good cause, withdraw from fieldwork at any time any student of the UNIVERSITY assigned to fieldwork in the FIELDWORK SITE.

**RESPONSIBILITIES OF THE STUDENT**

1. The student will conform to the administrative policies, standards and practices of the FIELDWORK SITE and to the ethical and legal standards of the profession.
2. The student shall identify himself/herself to the public as a student in the Educational Administration Program who is completing fieldwork at the FIELDWORK SITE.
3. The student will provide his/her own transportation to the FIELDWORK SITE.
4. The student will obtain prior written approval of the FIELDWORK SITE and the UNIVERSITY before publishing any materials relating to the fieldwork experience.



5. The student, in collaboration with the supervising school administrator at the FIELDWORK SITE and the UNIVERSITY faculty member, will set times, location and responsibilities of the fieldwork experience.
6. The student, in collaboration with the supervising school administrator at the FIELDWORK SITE and the UNIVERSITY faculty member, will plan activities in each area included in the Educational Administration Program Standards.
7. The student will provide the supervising school administrator at the FIELDWORK SITE with a copy of the Program's articulated mission and expectations for the fieldwork experience.
8. The student, in collaboration with the supervising school administrator at the FIELDWORK SITE and the UNIVERSITY faculty member, will integrate course requirements into the fieldwork experience.
9. The student will obtain a written evaluation of performance from the FIELDWORK SITE supervisor at least once each assignment and will submit that written evaluation according to the schedule established by the UNIVERSITY faculty member. This written evaluation is required prior to posting a grade for the fieldwork assignment.
10. The student will notify the FIELDWORK SITE of illness, accident, or any other situation which does not allow the student to meet the prearranged program at the FIELDWORK SITE.
11. The student will inform the UNIVERSITY of any changes in the on-site schedule.
12. Students (and faculty advisors) are advised to conduct a thorough investigation of the potential FIELDWORK SITE to determine any unique or unusual personal safety issues that may be present.

### **RESPONSIBILITIES OF THE FIELDWORK SITE**

1. The FIELDWORK SITE will provide opportunities for the student to develop a broad and diverse role, including development of professional competence in, for example, assessment, intervention, counseling, consultation, research, and in-service.
2. The FIELDWORK SITE will provide opportunities for the student to develop professional competencies with a broad range of programs and populations, including but not limited to: regular education, special education, bilingual education, age, disabilities, cultures.
3. The FIELDWORK SITE will advise the UNIVERSITY of any personal safety issues, concerns, or requirements that are pertinent to the location or specific area in which the student will be assigned.
4. The FIELDWORK SITE will accept no more graduate students from the UNIVERSITY than the FIELDWORK SITE staff, space, and program permit; and except in pre-negotiated circumstances, any one supervisor will provide concurrent supervision for no more than two students.
5. The FIELDWORK SITE will provide the student with a thorough orientation to the FIELDWORK SITE administrative policies, standards and practices.
6. The FIELDWORK SITE will designate one school administrator who has at least two years experience in school administration to serve as the primary supervisor. The student may also work with other experienced school administrators for specific activities.
7. The FIELDWORK SITE will assure that the designated supervisor will serve as a model school administrator engaging in broad and diverse service delivery.
8. The FIELDWORK SITE agrees that the designation of fieldwork supervisor is subject to the approval of the UNIVERSITY.
9. The FIELDWORK SITE supervisor will evaluate student competencies, oversee all student professional activities in the district, and provide guidance throughout the student's professional growth and development.

10. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete periodic evaluations of the student's performance with written reports of that evaluation near the end of each university semester.
11. The FIELDWORK SITE assures that the student will receive ongoing supervision, especially at the beginning of the fieldwork experience.
12. The FIELDWORK SITE may notify in writing to the UNIVERSITY the desire to terminate or cancel any fieldwork assignment when the student's performance is unsatisfactory, when personal characteristics prevent relationships within the FIELDWORK SITE, or when health status is a detriment to the student's successful completion of the fieldwork assignment. Prior to cancellation or termination, the FIELDWORK SITE and the UNIVERSITY will consult about the proposed action.
13. The FIELDWORK SITE will advise the University of any personal safety issues, concerns, or requirements that are pertinent to the location or specific area in which the student will be assigned.

**CALIFORNIA STATE UNIVERSITY, LONG BEACH**  
**DISTRICT AFFILIATION AGREEMENT**  
**Exhibit D**  
**SCHOOL COUNSELING PROGRAM**

WHEREAS, FIELDWORK SITE is able to provide supervised field experience for candidates in the School Counseling Program in the Department of Advanced Studies in Education and Counseling at UNIVERSITY; and

WHEREAS, this experience is the culminating educational experience leading to the School Counseling credential and would further the professional training of such candidates; and

WHEREAS, FIELDWORK SITE believes the services to be provided by the candidates as part of their learning experience would be of benefit to FIELDWORK SITE; and

WHEREAS, it is to the mutual benefit of the parties hereto that candidates of the UNIVERSITY use the education facilities of the FIELDWORK SITE for their fieldwork;

NOW, THEREFORE, in consideration of the covenants, conditions and stipulations hereinafter expressed and in consideration of the mutual benefits to be derived therefrom, the parties hereto agree as follows:

**RESPONSIBILITIES OF THE UNIVERSITY**

1. The UNIVERSITY shall designate in writing a faculty member to coordinate with a designee of the FIELDWORK SITE.
2. The UNIVERSITY shall complete periodic evaluations of the candidate regarding his/her performance at the FIELDWORK SITE or, when site visit is precluded by excessive distance, as by arrangement between the UNIVERSITY faculty member and the FIELDWORK SITE supervisor.
3. The UNIVERSITY will assure that the candidate shall be eligible for fieldwork only after formal review and recommendation.
4. The UNIVERSITY will assure that acceptance of the candidate for fieldwork will be based on an application review and personal interview process by and on the approval of the UNIVERSITY and the FIELD PLACEMENT SITE.
5. The UNIVERSITY will assure that the candidate will participate in the fieldwork placement for the duration of the agreed upon semester(s).
6. The UNIVERSITY and the FIELDWORK SITE agree that selection and placement of candidates shall not discriminate against a candidate for reasons of race, sex, creed, color or age.
7. The University may, upon good cause, withdraw from fieldwork at any time any student of the UNIVERSITY assigned to fieldwork in the FIELDWORK SITE.

**RESPONSIBILITIES OF THE CANDIDATE DURING FIELDWORK**

1. If required for employment **with** the school district, the candidate will forward to the FIELDWORK SITE the Pupil Services School Counseling Credential or the Pupil Personnel Services School Counseling Internship Credential.
2. The candidate will conform to the administrative policies, standards and practices of the FIELDWORK SITE, and to the ethical and legal standards of the profession.

3. The candidate shall identify himself/herself to the public as a candidate in the CSULB School Counseling Program.
4. The candidate will provide his/her own transportation to the FIELDWORK SITE.
5. The candidate will obtain prior written approval of the FIELDWORK SITE and the UNIVERSITY before publishing any materials relating to the fieldwork experience.
6. The candidate, in collaboration with the supervising school counselor at the FIELDWORK SITE and the UNIVERSITY faculty member, will set times, location and responsibilities of the fieldwork experience.
7. The candidate, in collaboration with the supervising school counselor at the FIELDWORK SITE and the UNIVERSITY faculty member, will plan activities in each area included in the School Counseling Program Standards.
8. The candidate will provide the supervising school counselor at the FIELDWORK SITE with a copy of the Program's articulated mission and expectations for the fieldwork experience.
9. The candidate, in collaboration with the supervising school counselor at the FIELDWORK SITE and the UNIVERSITY faculty member, will integrate course requirements in the fieldwork experience.
10. The candidate, in collaboration with the supervising school counselor at the FIELDWORK SITE and the UNIVERSITY faculty member, will schedule at least one day per week (or 20% of time) to pursue individual professional goals and development.
11. The candidate will obtain a written evaluation of performance from the FIELDWORK SITE supervising school counselor at least once each semester and will submit that written evaluation according to the schedule established by the UNIVERSITY faculty member. This written evaluation is required prior to posting a grade for the fieldwork course.
12. The candidate will notify the FIELDWORK SITE of illness, accident, or any other situation that does not allow the candidate to fulfill the prearranged program at the FIELDWORK SITE.
13. The candidate will inform the UNIVERSITY of any changes in the on-site schedule.
14. Candidates and faculty advisors are advised to conduct a thorough investigation of the potential FIELDWORK SITE to determine any unique or unusual personal safety issues that may be present.

### **RESPONSIBILITIES OF THE FIELDWORK SITE**

1. The FIELDWORK SITE will provide opportunities for the candidate to develop a broad and diverse role, including development of professional competence in, for example, assessment, intervention, counseling, consultation, research, and in-service.
2. The FIELDWORK SITE will provide opportunities for the candidate to develop professional competencies with a broad range of programs and populations, including but not limited to: regular education, special education, bilingual education, age, disabilities, cultures, sexual orientation.
3. The FIELDWORK SITE will advise the UNIVERSITY of any personal safety issues, concerns, or requirements that are pertinent to the location or specific area in which the candidate will be assigned.
4. The FIELDWORK SITE will accept no more candidates from the UNIVERSITY than the FIELDWORK SITE staff, space, and program permit; and, except in pre-negotiated circumstances, any one supervising school counselor will provide concurrent supervision for no more than two candidates.
5. The FIELDWORK SITE will provide the candidate with a thorough orientation to the FIELDWORK SITE administrative policies, standards and practices and other field experience competencies as outlined by the UNIVERSITY.

6. The FIELDWORK SITE will assure that the candidate will be free to participate in university seminars regarding the fieldwork experience and will be able to spend at least one day (or 20% of time) each week to pursue individual professional goals and development.
7. The FIELDWORK SITE will designate one school counselor who has at least two years experience in school counseling to serve as the primary supervisor. After the first few months, the candidate may also work with other experienced school counselors for specific activities.
8. The FIELDWORK SITE will assure that the designated supervisor will serve as a model school counselor engaging in broad and diverse service delivery.
9. The FIELDWORK SITE agrees that the designation of a fieldwork supervisor is subject to the approval of the UNIVERSITY.
10. The FIELDWORK SITE supervisor will evaluate candidate competencies, oversee all candidate professional activities in the district, and provide guidance throughout the candidate's professional growth and development.
11. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete periodic evaluations of the candidate's performance with written reports of that evaluation near the end of each university semester.
12. The FIELDWORK SITE assures that the candidate will receive face-to-face supervision for a minimum of one hour per week, although more hours per week may be needed, especially at the beginning of the fieldwork experience.
13. The FIELDWORK SITE assures that the workload of the candidate will not exceed fifty (50) percent of what a credentialed school counselor would work; candidates may serve one or two schools with a total candidate-to-student ratio of no greater than approximately 1:1,000. Any deviation from this should be made by agreement between the FIELDWORK SITE supervisor or administrator and the UNIVERSITY supervisor.
14. The FIELDWORK SITE assures that the candidate will be treated by the district as part of the professional staff; provides salary and benefits as specified in the district contract or in the attached addendum; provides a supportive work environment, adequate work space (including privacy for meetings), appropriate supplies, counseling and test materials, and access to computer, internet, and e-mail; encourages participation in district, SELPA, or county committees; and provides release to attend professional development experiences or professional association meetings.
15. The FIELDWORK SITE may notify in writing to the UNIVERSITY the desire to terminate or cancel any candidate whose performance is unsatisfactory, whose personal characteristics prevent relationships within the FIELDWORK SITE, or whose health status is a detriment to his/her successful completion of the fieldwork experience. Prior to cancellation or termination, the FIELDWORK SITE and the UNIVERSITY will consult about the proposed action.
16. The FIELDWORK SITE will advise the University of any personal safety issues, concerns, or requirements that are pertinent to the location or specific area in which the candidate will be assigned.

CALIFORNIA STATE UNIVERSITY, LONG BEACH  
DISTRICT AFFILIATION AGREEMENT  
Exhibit E  
SCHOOL PSYCHOLOGY PROGRAM

WHEREAS, INTERNSHIP SITE is able to provide supervised field experience for graduate student interns in the School Psychology Program in the Department of Advanced Studies in Education and Counseling at UNIVERSITY and;

WHEREAS, this experience is the culminating educational experience leading to the School Psychology Credential and would further the professional training of such interns, and;

WHEREAS, INTERNSHIP SITE believes the services to be provided by the interns as part of their learning experience would be of benefit to INTERNSHIP SITE, and;

WHEREAS, it is to the mutual benefit of the parties hereto that interns of the UNIVERSITY use the education facilities of the INTERNSHIP SITE for their internship.

NOW, THEREFORE, in consideration of the covenants, conditions and stipulations hereinafter expressed and in consideration of the mutual benefits to be derived therefrom, the parties hereto agree as follows:

RESPONSIBILITIES OF THE UNIVERSITY

1. The UNIVERSITY shall designate in writing a faculty member to coordinate with a designee of the INTERNSHIP SITE.
2. The UNIVERSITY shall complete periodic evaluations of the intern regarding his/her performance at the INTERNSHIP SITE or, when site visit is precluded by excessive distance, as by arrangement between the UNIVERSITY faculty member and the INTERNSHIP SITE supervisor.
3. The UNIVERSITY will recommend the candidate for the School Psychology Internship Credential after a formal review of the candidate's qualifications.
4. The UNIVERSITY will assure that acceptance of student as an intern will be based on an application review and personal interview process by and on the approval of the UNIVERSITY and the FIELD PLACEMENT SITE.
5. The UNIVERSITY will assure that the intern will participate in the INTERNSHIP program for the duration of the academic or school year.
6. The UNIVERSITY and the INTERNSHIP SITE agree that selection and placement of interns shall not discriminate against a student for reasons of sex, race, color, religion, national origin, ethnic group, marital or parental status, ancestry, age, sexual orientation, or physical or mental disability or the perception of one or more of such characteristics.
7. The University may, upon good cause, withdraw from fieldwork at any time any student of the UNIVERSITY assigned to fieldwork in the INTERNSHIP SITE.

## **RESPONSIBILITIES OF THE INTERN**

1. If required for employment with the school district, the intern will forward to the INTERNSHIP SITE the School Psychology Internship Credential (State of California) or the Pupil Personnel Services Credential (State of California).
2. The intern will conform to the administrative policies, standards and practices of the INTERNSHIP SITE, and to the ethical and legal standards of the profession.
3. The intern shall identify himself/herself to the public as a "School Psychology Intern."
4. The intern will provide his/her own transportation to the INTERNSHIP SITE.
5. The intern will obtain prior written approval of the INTERNSHIP SITE and the UNIVERSITY before publishing any materials relating to the internship experience.
6. The intern, in collaboration with the supervising school psychologist at the INTERNSHIP SITE and the UNIVERSITY faculty member, will set times, location and responsibilities pertaining to the internship experience.
7. The intern, in collaboration with the supervising school psychologist at the INTERNSHIP SITE and the UNIVERSITY faculty member, will plan activities in each area included in the NASP School Psychology Program Standards (i.e. the 8 standards within the NASP Blueprint III).
8. The intern will provide the supervising school psychologist at the INTERNSHIP SITE with a copy of the Program's articulated Visions and Outcomes as well as the recommended Continuum of Experiences (i.e. Blueprint for Best Practices III according to the National Association of School Psychologists)
9. The intern, in collaboration with the supervising school psychologist at the INTERNSHIP SITE and the UNIVERSITY faculty member, will integrate course requirements in the internship experience.
10. The intern, in collaboration with the supervising school psychologist at the INTERNSHIP SITE and the UNIVERSITY faculty member, will schedule at least one day per week (or 20% of time) to pursue individual professional goals and development.
11. The intern will obtain a written evaluation of performance from the INTERNSHIP SITE supervisor at least once each semester and will submit that written evaluation according to the schedule established by the UNIVERSITY faculty member. This written evaluation is required prior to posting a grade for the internship course.
12. The intern will notify INTERNSHIP SITE of illness, accident or any other situation, which does not allow the intern to meet the prearranged program at the INTERNSHIP SITE.
13. The intern will inform the UNIVERSITY of any changes in the on-site schedule.
14. Interns and faculty advisors are advised to conduct a thorough investigation of the potential INTERNSHIP SITE to determine any unique or unusual personal safety issues, which may be present.

## **RESPONSIBILITIES OF THE INTERNSHIP SITE**

1. The INTERNSHIP SITE will provide opportunities for the intern to develop a broad and diverse role, including development of professional competence in, for example, assessment, intervention, counseling, consultation, and research.
2. The INTERNSHIP SITE will provide opportunities for the intern to develop professional competencies with a broad range of programs and populations, including but not limited to: general education, special education, bilingual education, age, disabilities, cultures, ethnicities, language proficiencies, and socioeconomic status.

3. The INTERNSHIP SITE will advise the UNIVERSITY of any personal safety issues, concerns or requirements that are pertinent to the location or specific area in which the student will be assigned.
4. The INTERNSHIP SITE will accept no more interns or graduate students from the UNIVERSITY than the INTERNSHIP SITE staff, space, and program permit; and except in pre-negotiated circumstances, any one supervisor will provide concurrent supervision for no more than two interns or students.
5. The INTERNSHIP SITE will provide the intern with a thorough orientation to the INTERNSHIP SITE administrative policies, standards and practices and other field experience competencies as outlined by the UNIVERSITY.
6. The INTERNSHIP SITE will assure that the intern will be free to participate in UNIVERSITY seminars regarding internship and will be able to spend at least one day (or 20% of time) each week to pursue individual professional goals and development.
7. The INTERNSHIP SITE will designate one school psychologist who has at least two years experience in school psychology to serve as the primary supervisor. After the first few months, the intern may also work with other experienced school psychologists for specific activities.
8. The INTERNSHIP SITE will assure that the designated supervisor will serve as a model school psychologist engaging in broad and diverse service delivery.
9. The INTERNSHIP SITE agrees that the designation of an intern supervisor is subject to the approval of the UNIVERSITY.
10. The INTERNSHIP SITE supervisor will evaluate intern competencies, oversee all intern professional activities in the district, and provide guidance throughout the intern's professional growth and development. All psychological or psychoeducational evaluation reports must be co-signed by the supervising credentialed school psychologist throughout the internship year.
11. The INTERNSHIP SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete periodic written evaluations of the intern's performance with written reports of that evaluation near the end of each university semester.
12. The INTERNSHIP SITE assures that the intern will receive face-to-face supervision for a minimum of two hours a week, although as many as four hours a week may be needed, especially at the beginning of the internship experience.
13. The INTERNSHIP SITE assures that the workload of the intern will not exceed seventy-five (75) percent of what a credentialed school psychologist would work; interns may serve one or two schools with a total intern/student ratio of no greater than approximately 1:1,000. It is presumed that all interns will maintain their assigned school placement(s) for the full academic school year. Any deviation from this should be made by cooperative agreement between the INTERNSHIP SITE supervisor or administrator and the UNIVERSITY supervisor.
14. The INTERNSHIP SITE assures that the intern will devote at least twenty (20) percent but not more than forty (40) percent of his or her time to psychoeducational evaluations and direct related services.
15. The INTERNSHIP SITE assures that the intern will be treated by the district as part of the professional staff; provides salary and benefits as specified in the district contract or in the attached addendum; provides a supportive work environment, adequate supplies, counseling and test materials, and access to computer, internet, and e-mail; encourages participation in district, SELPA, or county committees; and provides release to attend professional development experiences or professional association meetings.



16. The INTERNSHIP SITE may notify in writing to the UNIVERSITY, the desire to terminate or cancel any intern whose performance is unsatisfactory, whose personal characteristics prevent relationships within the INTERNSHIP SITE, or whose health status is a detriment to his/her successful completion of the internship. Prior to cancellation or termination, the INTERNSHIP SITE and the UNIVERSITY will consult about the proposed action.
17. The INTERNSHIP SITE will advise the University of any personal safety issues, concerns or requirements that are pertinent to the location or specific area in which the student will be assigned.

Agreement Number 36442

ANAHEIM UNION HIGH SCHOOL DISTRICT  
SERVICE AGREEMENT

This AGREEMENT is hereby entered into this 11th day of February, 2011, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa California 92626, hereinafter referred to as SUPERINTENDENT, and Anaheim Union High School District, 501 Crescent Way, Anaheim, California 92801, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

WHEREAS, SUPERINTENDENT has received grant funds from the United States Department of Education for the provision of services to students through the delivery of the Understanding American Citizenship grant; and

WHEREAS, SUPERINTENDENT is in need of special services and advice; and

WHEREAS, DISTRICT is specially trained and experienced and competent to perform the special services required by the SUPERINTENDENT, and such services are needed on a limited basis;

NOW, THEREFORE, the Parties hereby agree as follows:

1.0 SCOPE OF WORK. SUPERINTENDENT hereby engages DISTRICT as an independent DISTRICT to perform the following described work and DISTRICT hereby agrees to perform said work upon the terms and conditions hereinafter set forth. Specifically, DISTRICT shall perform the following services for the Instructional Services Programs:

1.1 Provide participation by Polaris High School

1 teachers, David Done and Joel Schwartz, for the  
2 Understanding American Citizenship grant to be  
3 performed after duty hours.

4 1.2 Provide substitute teachers for Polaris High School  
5 teachers, David Done and Joel Schwartz, for off-site  
6 participation, which shall not exceed a total of  
7 seven (7) days, for the Understanding American  
8 Citizenship grant.

9 2.0 TERM. DISTRICT shall commence providing services under this  
10 AGREEMENT on December 1, 2010, and will diligently perform as  
11 required and complete performance by June 30, 2011, subject to  
12 termination as set forth in this AGREEMENT.

13 3.0 PAYMENT.

14 A. SUPERINTENDENT agrees to pay DISTRICT the total sum not to  
15 exceed Two thousand six hundred dollars (\$2,600.00) for services  
16 satisfactorily rendered pursuant to Section 1.0 of this AGREEMENT.  
17 Payments shall be made at the rate of Four hundred fifty (\$450.00)  
18 dollars for extra duty pay and a rate of Eight hundred fifty  
19 (\$850.00) dollars for substitute teacher reimbursement.  
20 Reimbursement for substitute teachers shall not exceed a total of One  
21 thousand seven hundred dollars (\$1,700.00). Payment shall be made  
22 periodically upon satisfactory performance of services identified in  
23 Section 1.0 of this AGREEMENT, satisfactory completion of reporting  
24 requirements, and receipt and approval of an itemized invoice.  
25 DISTRICT'S expenditures shall comply with all applicable provisions  
of federal, state, and local rules, regulations, and policies

1 relating to administration, use, and accounting for public funds,  
2 including, but not limited to, the California Education Code.  
3 DISTRICT'S itemized invoice shall provide a detailed description of  
4 services provided, dates the services were performed, supported by  
5 documentation which shall include, but not be limited to: ledgers,  
6 journals, time sheets, invoices, bank statements, canceled checks,  
7 receipts, receiving records, and records of services provided.  
8 Payment shall be mailed to: Anaheim Union High School District, 501  
9 North Crescent Way, Anaheim, California 92801, or at such other place  
10 as DISTRICT may designate in writing.

11 B. DISTRICT shall not claim reimbursement for food, equipment  
12 purchases, or services provided beyond the expiration and/or  
13 termination of this AGREEMENT, except as may otherwise be provided  
14 under this AGREEMENT.

15 C. SUPERINTENDENT may withhold or delay any payment should  
16 DISTRICT fail to comply with any of the provisions set forth in this  
17 AGREEMENT.

18 D. The obligation of SUPERINTENDENT under this AGREEMENT is  
19 contingent upon the availability of funds furnished by U.S.  
20 Department of Education. In the event that such funding is terminated  
21 or reduced, this AGREEMENT may be terminated, and SUPERINTENDENT'S  
22 fiscal obligations hereunder shall be limited to a pro-rated amount  
23 of funding actually received by the SUPERINTENDENT under the grant.  
24 SUPERINTENDENT shall provide DISTRICT written notification of such  
25 termination. Notice shall be deemed given when received by the

1 DISTRICT or no later than three (3) days after the day of mailing,  
2 whichever is sooner.

3 4.0 EXPENSES. SUPERINTENDENT shall not be liable to DISTRICT for  
4 any costs or expenses paid or incurred by DISTRICT in performing  
5 services for SUPERINTENDENT, except as follows: N/A.

6 5.0 MATERIALS. DISTRICT shall furnish, at his/her own expense,  
7 all labor, materials, equipment, supplies and other items necessary  
8 to complete the services to be provided pursuant to this AGREEMENT,  
9 except as follows: N/A.

10 6.0 INDEPENDENT CONTRACTOR. DISTRICT, in the performance of this  
11 AGREEMENT, shall be and act as an independent DISTRICT. DISTRICT  
12 understands and agrees that he/she and all of his/her employees shall  
13 not be considered officers, employees or agents of the  
14 SUPERINTENDENT, and are not entitled to benefits of any kind or  
15 nature normally provided employees of the SUPERINTENDENT and/or to  
16 which SUPERINTENDENT's employees are normally entitled, including,  
17 but not limited to, State Unemployment Compensation or Worker's  
18 Compensation. DISTRICT assumes the full responsibility for the acts  
19 and/or omissions of his/her employees or agents as they relate to the  
20 services to be provided under this AGREEMENT. DISTRICT shall assume  
21 full responsibility for payment of all federal, state and local taxes  
22 or contributions, including unemployment insurance, social security  
23 and income taxes with respect to DISTRICT's employees.

24 7.0 ORIGINALITY OF SERVICES. DISTRICT agrees that all technologies,  
25 formulae, procedures, processes, methods, writings, ideas, dialogue,  
compositions, recordings, teleplays, and video productions prepared

1 for, written for, submitted to the SUPERINTENDENT and/or used in  
2 connection with this AGREEMENT, shall be wholly original to DISTRICT  
3 and shall not be copied in whole or in part from any other source,  
4 except that submitted to DISTRICT by SUPERINTENDENT as a basis for  
5 such services.

6 8.0 COPYRIGHT/TRADEMARK/PATENT. DISTRICT understands and agrees  
7 that all matters produced under this AGREEMENT shall become the  
8 property of SUPERINTENDENT and cannot be used without  
9 SUPERINTENDENT's express written permission. SUPERINTENDENT shall  
10 have all right, title and interest in said matters, including the  
11 right to secure and maintain the copyright, trademark and/or patent  
12 of said matter in the name of the SUPERINTENDENT. DISTRICT consents  
13 to use of DISTRICT's name in conjunction with the sale, use,  
14 performance and distribution of the matters, for any purpose and in  
15 any medium.

16 9.0 HOLD HARMLESS/INDEMNIFICATION. DISTRICT agrees to and does  
17 hereby hold harmless, indemnify, and defend SUPERINTENDENT, the  
18 Orange County Board of Education, and its officers, agents and  
19 employees from every claim or demand and every liability, loss,  
20 damage, or expense, of any nature whatsoever, which may be incurred  
21 by reason of:

22 (a) Liability for damages for: (1) death or bodily injury to  
23 person; (2) injury to, loss or theft of property; or (3) any  
24 other loss, damage or expense arising out of (1) or (2)  
25 above, sustained by the DISTRICT or any person, firm or  
corporation employed by the DISTRICT, either directly or by

1 independent contract, upon or in connection with the services  
2 called for in this AGREEMENT, however caused, except for  
3 liability for damages referred to above which result from the  
4 sole negligence or willful misconduct of SUPERINTENDENT, the  
5 Orange County Board of Education, or its officers, employees  
6 or agents.

7 (b) Any injury to or death of any persons, including  
8 SUPERINTENDENT, the Orange County Board of Education, or its  
9 officers, agents, and employees, or damage to or loss of any  
10 property caused by any act, neglect, default or omission of  
11 the DISTRICT, or any person, firm or corporation employed by  
12 the DISTRICT, either directly or by independent contract,  
13 arising out of, or in any way connected with, the services  
14 covered by this AGREEMENT, whether said injury or damage  
15 occurs either on or off SUPERINTENDENT'S property, except for  
16 liability for damages which result from the sole negligence  
17 or willful misconduct of the SUPERINTENDENT, the Orange  
18 County Board of Education, or its officers, employees or  
19 agents.

20 (c) Any liability for damages which may arise from the  
21 unauthorized use of any copyrighted or uncopyrighted matter  
22 or patented or unpatented invention under this AGREEMENT.

23 10.0 INSURANCE. DISTRICT shall, at DISTRICT'S sole cost and expense,  
24 and require all of its subcontractors, take out prior to commencing  
25 the services and maintain in full force and effect from the  
commencement of services until expiration of this AGREEMENT a policy

1 or policies of insurance covering DISTRICT'S and its subcontractor's  
2 services. DISTRICT shall furnish to SUPERINTENDENT certificates of  
3 insurance evidencing all coverage's and endorsements required  
4 hereunder. All insurance shall be with an insurance company admitted  
5 by the Insurance commissioner of the State of California to transact  
6 such insurance in the State of California. Minimum coverages shall be  
7 as follows:

8       A. Comprehensive General Liability Insurance in an amount not  
9 less than One million dollars (\$1,000,000) per occurrence, combined  
10 single limit;

11       B. Comprehensive Automobile liability insurance covering all  
12 owned, non-owned and hired vehicles in an amount not less than One  
13 million dollars (\$1,000,000) per occurrence;

14       C. Statutory Workers' Compensation Insurance;

15       D. An endorsement to said policy(ies) naming the Orange County  
16 Superintendent of Schools, the Orange County Board of Education, and  
17 its officers, agents and employees as an additional insured while  
18 rendering services under this AGREEMENT;

19       E. A thirty (30) day written notice to SUPERINTENDENT of  
20 cancellation or reduction in coverage;

21       F. If the DISTRICT is either partially or fully self-insured  
22 for its liability exposures, DISTRICT must notify SUPERINTENDENT in  
23 writing and provide SUPERINTENDENT with a statement signed by an  
24 authorized representative of DISTRICT stating that DISTRICT agrees to  
25 hold harmless, defend, and indemnify the Orange County Superintendent



1 of Schools, the Orange County Board of Education, and their officers,  
2 employees and agents as if the insurance requirements in the above  
3 paragraphs are in full force and effect.

4 11.0 NON-DISCRIMINATION. DISTRICT agrees that it will not engage in  
5 unlawful discrimination of persons because of race, color, religious  
6 creed, national origin, ancestry, physical handicap, medical  
7 condition, marital status, or age or sex of such persons.

8 12.0 APPLICABLE LAW. The services completed herein must meet the  
9 approval of the SUPERINTENDENT'S general right of inspection to  
10 secure the satisfactory completion thereof. DISTRICT agrees to  
11 comply with all federal, state and local laws, rules, regulations and  
12 ordinances that are now or may in the future become applicable to  
13 DISTRICT, DISTRICT'S business, equipment and personnel engaged in  
14 operations covered by this AGREEMENT or occurring out of the  
15 performance of such operations.

16 13.0 ASSIGNMENT. DISTRICT shall not subcontract or assign the  
17 performance of any of the services in this AGREEMENT without prior  
18 written approval of the SUPERINTENDENT.

19 14.0 EDUCATION DEPARTMENT GENERAL ADMINISTRATIVE REGULATIONS (EDGAR)  
20 REQUIREMENTS. DISTRICT will be required to comply with all applicable  
21 State and federal laws and regulations regarding this AGREEMENT and  
22 administration of programs funded with this AGREEMENT. Specifically,  
23 the DISTRICT will be required to comply with relevant State laws and  
24 regulations, EDGAR 34 CFR, Part 74 and the appropriate regulations  
25 governing cost principles [Office of Management and Budget (OMB)  
Circular A-133]. These regulations contain information regarding the

1 programmatic requirements and the requirements for financial  
2 management maintenance of records, programmatic changes and budget  
3 revisions, contracting, and general administrative responsibilities.  
4 In addition, federal funds are also subject to the administrative  
5 requirements at 29 CFR, Part 97 for projects administered by State,  
6 local, or Indian tribal government and at 29 CFR, Part 95 for  
7 projects administered by institutions of higher education, hospitals,  
8 or non-profit organizations, Part 96 - Audit Requirements for Grants,  
9 Contracts and other Agreements.

10 15.0 INSPECTION AND AUDIT. The SUPERINTENDENT, State of California  
11 Department of Education and United States Department of Education and  
12 their respective authorized agents, shall have access, for the  
13 purpose of audit or examination, to any records of DISTRICT pertinent  
14 to this AGREEMENT. DISTRICT shall maintain records of services  
15 provided and financial records for a period of three (3) years from  
16 the date of final payment under this AGREEMENT, and for such longer  
17 period, if any, as is required by applicable statute, or by any other  
18 cause of this AGREEMENT.

19 16.0 TOBACCO USE POLICY. In the interest of public health,  
20 SUPERINTENDENT provides a tobacco-free environment. Smoking or the  
21 use of any tobacco products are prohibited in buildings and vehicles,  
22 and on any property owned, leased or contracted for by the  
23 SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400.15. Failure to  
24 abide with conditions of this policy could result in the termination  
25 of this AGREEMENT.

1 17.0 TERMINATION. This AGREEMENT may be terminated by SUPERINTENDENT  
2 or DISTRICT with or without cause, upon the giving of thirty (30)  
3 days prior written notice to the other party.

4 18.0 NOTICE. All notices or demands to be given under this AGREEMENT  
5 by either party to the other shall be in writing and given either by:  
6 (a) personal service or (b) by U.S. Mail, mailed either by registered  
7 or certified mail, return receipt requested, with postage prepaid.  
8 Service shall be considered given when received if personally served  
9 or if mailed on the third day after deposit in any U.S. Post Office.  
10 The address to which notices or demands may be given by either party  
11 may be changed by written notice given in accordance with the notice  
12 provisions of this section. As of the date of this AGREEMENT, the  
13 addresses of the parties are as follows:

14 DISTRICT: Anaheim Union High School District  
501 Crescent Way  
Anaheim, California 92801  
15 Attn: \_\_\_\_\_

16 SUPERINTENDENT: Orange County Superintendent of Schools  
200 Kalmus Drive  
17 P.O. Box 9050  
18 Costa Mesa, California 92628-9050  
Attn: Patricia McCaughey

19 19.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to  
20 seek redress for violation of, or to insist upon, the strict  
21 performance of any term or condition of this AGREEMENT, shall not be  
22 deemed a waiver by that party of such term or condition, or prevent a  
23 subsequent similar act from again constituting a violation of such  
24 term or condition.

25 20.0 SEVERABILITY. If any term, condition or provision of this  
AGREEMENT is held by a court of competent jurisdiction to be invalid,

1 void, or unenforceable, the remaining provisions will nevertheless  
2 continue in full force and effect, and shall not be affected,  
3 impaired or invalidated in any way.

4 21.0 GOVERNING LAW. The terms and conditions of this AGREEMENT  
5 shall be governed by the laws of the State of California with venue  
6 in Orange County, California.

7 22.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits  
8 attached hereto constitute the entire agreement among the Parties to  
9 it and supersedes any prior or contemporaneous Understanding or  
10 agreement with respect to the services contemplated, and may be  
11 amended only by a written amendment executed by both Parties to the  
12 AGREEMENT.

13 IN WITNESS WHEREOF, the Parties hereto have caused this  
14 AGREEMENT to be executed.

15 DISTRICT: ANAHEIM UNION HIGH  
16 SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT  
OF SCHOOLS

17 BY: \_\_\_\_\_  
Authorized Signature

17 BY: Patricia McCaughey  
Authorized Signature

18 PRINT NAME: \_\_\_\_\_

18 PRINT NAME: Patricia McCaughey

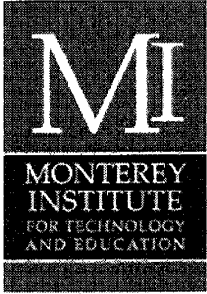
19 TITLE: \_\_\_\_\_

19 TITLE: Coordinator

20 DATE: \_\_\_\_\_

20 DATE: January 3, 2011

23 AUHSD-UnderstandingAmericanCitizenship-FedGrant(36442)11  
24 Zip4



NROC NETWORK MEMBERSHIP AGREEMENT

THIS NROC MEMBERSHIP AGREEMENT (this "Agreement") is made and entered into as of the 14th day of February, 2011 (the "Effective Date") by and between the Monterey Institute for Technology and Education, a 501(c) 3 non-profit California Corporation (the "Organization") with offices located at P.O. Box 890, Marina, CA 93933 and Anaheim Union High School District ("Member"), a non-profit corporation with offices located at 501 Crescent Way, Anaheim, CA 92803 Phone (714) 999-3511.

RECITALS

WHEREAS, the Organization maintains a learning network called the NROC Network (the "Network") for the purpose of bringing together practitioners, thought leaders and e-learning organizations to guide the future direction of online content development, promote continuous learning opportunities and support faculty and course designers;

WHEREAS, the Organization has developed and/or has the right to distribute certain proprietary courses and learning materials suitable for use in online and remote learning environments, as updated from time to time (the "NROC Library");

WHEREAS, the Organization maintains the NROC Library as a repository of content known as the National Repository of Online Courses ("NROC") within the Organization with the goal of creating, maintaining and offering a repository of high quality high school, Advanced Placement®, and undergraduate higher education courses;

WHEREAS, the Organization has the right to grant rights to use and distribute the NROC Library, and Member desires to offer all or portions of the NROC Library to Member's enrolled students and staff through its Course/Learning Management System (LMS) or Repository (LOR) software; and

WHEREAS the Organization desires to grant the Member the right to become a member of the Network and use and distribute the NROC Library to Member's enrolled students and staff in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, the parties agree to the terms as defined below and in the NROC Network Membership Agreement and NROC Library Terms of Use incorporated herein by reference.

- 1. Organization agrees to provide membership in the NROC Network free of charge to Member as part of Organization's non-profit mission.
2. The term of the membership shall commence on the effective date of this agreement and continue in effect for the period defined on the attached invoice.
3. Member agrees to provide to the Organization data relevant to usage of the NROC library. This data may include, but not be limited to, number of faculty and students using the NROC content, list of the NROC course titles being used, etc. All data provided to Organization shall be user anonymous and will be treated as confidential information.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed, as of the Effective Date.

Member
By \_\_\_\_\_
Title \_\_\_\_\_

Monterey Institute of Technology
By \_\_\_\_\_
Title \_\_\_\_\_



## Definitions of Terms – Premium Membership

The following descriptions define the terms used on NROC quotes, invoices, contracts and terms of use for Premium NROC Network Members.

### PREMIUM MEMBERSHIP:

Premium Members are provided with **institutional rights of use** to NROC content and support resources, including but not limited to:

- the right to deliver NROC content via multiple modes (Internet, Intranet, DVD, MP3, MP4, etc.) and the right to host all NROC course assets and other resources locally, as per the terms of the Member Agreement
- a branded, customized instance of the HippoCampus.org repository with correlations to state and national curriculum standards
- full staff access to the NROC Network for professional development resources and webinars, access to conference presentations and white papers, discipline-specific forums for networking, problem solving, resource sharing, and content development assistance
- access to Premium-level member support (web, email, phone) for designated implementation team
- online and personalized implementation support provided by an NROC membership services consultant

### PREMIUM MEMBERSHIP LEVELS:

**Institution:** A single school or program wishing to leverage NROC course assets.

**Agency:** A single organization or buying entity representing a group of institutions serving a specific segment of a state's educational institutions (e.g. DOEs, BoRs, Consortia, BOCES, College Systems, etc.)

**Statewide (P-20):** A state-level entity offering statewide access to institutions across both secondary and post-secondary segments of a state.

### HOSTING OPTIONS FOR PREMIUM MEMBERS:

#### Central Hosting:

Central hosting allows Premium Members to host NROC content and media resources (multimedia lessons and accompanying course content, student and instructor guides, assessments, training modules, etc.) from centrally-hosted application(s) such as an LMS or LOR or other website(s). All centrally-hosted applications must be managed by the Member Organization's central staff.

*If constituent groups of the Member Organization wish to host NROC assets in their own local applications (LMS/LOR), a separate membership agreement/license is required for that additional hosted instance of the NROC content. Constituents of agency or statewide members qualify for premium membership at a discounted rate.*

#### NROC Hosting:

NROC membership includes a customized instance of the HippoCampus.org content repository. This custom HippoCampus website is hosted on NROC servers and maintained by NROC. All constituents of the Member Organization may access this custom instance of the NROC repository (teachers, students, and staff). NROC assets may be viewed directly at this custom HippoCampus site or linked to via URL from the constituents' local LMS/LOR. Custom member HippoCampus websites allow for institutional use which is not allowed from the public HippoCampus website.

#### Distributed Hosting: (Additional Fees apply)

Distributed hosting allows Premium Members to distribute the hosting of NROC assets across multiple applications and servers hosted by their constituent schools and organizations. NROC reserves the right to limit the number of hosted instances of its materials in order to continue to offer high quality support to all NROC Network Members. Any limitations on hosting will be defined on the membership invoice.

### ACCESS AND ENROLLMENT:

There are no enrollment restrictions for the use of the materials for Premium Members.

### INSTITUTIONAL RIGHTS OF USE:

Institutional use is defined as incorporation of links or content into institutionally-hosted software applications, or incorporation of the content into shared course or curriculum serving multiple sections/teachers.

### APPLICATIONS:

**LMS:** Learning Management System (e.g. Blackboard, Moodle, Sakai, Desire2Learn)

**LOR:** Learning Object Repository (e.g. Equella, Harvest Road, HippoCampus, and LMS-specific LORs)

## **NROC NETWORK PREMIUM MEMBERSHIP AGREEMENT (Self-Hosted)**

**Grant of Rights.** The Monterey Institute for Technology and Education (the Organization) hereby grants to Member the right to become a Premium Member of the "NROC Network" with benefits that include, but are not limited to:

- Access to a collaborative network of contributors, NROC users and other educators focused on improving online course quality.
- HippoCampus object repository site customized with Member's logo, hosted and maintained by Organization. Member shall have the right to link to this website through their LMS/LOR software during the term of this Agreement.
- Unlimited access to NROC online content (the "NROC Library") with distribution rights to enrolled students and staff within Member's institution, including the right to host the content locally. Limitations on installation and user rights of NROC Content shall be as defined on Member invoice incorporated herein by reference.
- Priority status as reviewers and subject matter experts (SMEs) in NROC course development and OCEP (Online Course Evaluation Project) projects.
- Premium member support including unlimited email and web access and up to three hours of free telephone support per year.
- Access to downloadable iPod and MP3 files of multimedia for select NROC courses.
- The rights to commission private OCEP course evaluations for internal use at cost.
- Access to professional development and training opportunities available through the Network.

Access to the public NROC Network is open to all faculty, course development staff and faculty development staff in the Member's institution. Up to 5 individuals may have private access to the Network for tech support and administrative purposes. A list of these individuals shall be provided to Organization by the Member.

**Member Responsibilities.** While membership in the Network does not require that a Member actively participate, all members are encouraged to participate and sustain the Network in the following ways which include, but are not limited to:

- Contributing new course content and technology innovations to NROC
- Sharing supplemental content, software tools, simulations and games with Network members through the NROC library and Network
- Participating as reviewers, subject matter experts and evaluators for NROC and OCEP
- Designing, moderating and participating in online forums around specific issues
- Sharing and documenting development and teaching experiences with peers
- Acting as workgroup leaders on collaborative projects with other members
- Conducting an online presentation in an area of expertise and member interest
- Contributing a column or article to the Network
- Co-presenting related research at conferences with other Network members
- Using Network activities to support teaching and learning research projects
- Participating in Social Authoring Projects for new course development

**Fees and Payments.** Member shall pay the Organization a fee as defined on attached invoice for the membership rights granted by this Agreement during the term of this Agreement. Payment of the NROC Network membership fee constitutes acceptance of the terms of this Agreement, including the NROC Library Terms of Use which terms are hereby incorporated herein by reference.

**Term and Termination.** The term of this Member Agreement shall commence on the date payment is received by Organization or as defined

on the attached invoice and shall continue in effect for the term specified on the attached invoice. The Organization or Member may terminate this Agreement early in the event that the other party defaults in the performance of any of its obligations hereunder and fails to cure such default within thirty (30) days after written notice of such default. Member accepts the responsibility for insuring the NROC Library, including all course multimedia files and course content, as well as all revised/adapted content, is removed from Member's or Member's Service Provider LMS and/or LOR environment or servers at the expiration or termination of this Agreement. Should Member decide not to renew their Agreement, all NROC content must be removed from Member's server(s) prior to the beginning of the next school term including links to NROC content objects within LMS and/or LOR software.

**Course Information, Delivery Format, Installation and Technical Support, User and Server Requirements.** Current information about the courses available in the NROC Library, delivery formats, course management system requirements, installation, technical and content support, end user requirements, and server requirements are available at our website ([www.montereyinstitute.org/nrocnetwork](http://www.montereyinstitute.org/nrocnetwork)). It is the member's responsibility to familiarize themselves with this information before entering into this agreement. (Copies available upon request.)

**General.** Any notice, request, instruction or other document to be given hereunder by any party to the other shall be in writing and delivered personally or sent by certified mail, postage prepaid by telecopy, or by courier service, to the address provided at the end of this agreement and to the address provided on the attached invoice or to such persons as may be designated in writing by the parties, by a notice given as aforesaid. This Agreement, including Exhibits, constitutes the entire understanding of the parties with respect to its subject matter and supersedes all prior agreements and understandings between the parties. This Agreement may be executed in counterparts, and when so executed each counterpart shall be deemed to be an original and said counterparts together shall constitute one and the same instrument. This Agreement shall be binding upon and inure to the benefit of the parties hereto. No party may assign or transfer any rights under this Agreement except in connection with a sale or merger transaction involving substantially all of a party's assets. This Agreement shall be governed by, construed and enforced in accordance with the laws of the state of domicile of the Member as applied to contracts entered into solely between residents of, and to be performed entirely in, such state.

**Limitation of Liability and Remedies.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT OR ITS TERMINATION, WHETHER FOR BREACH OF WARRANTY OR ANY OBLIGATION ARISING THEREFROM OR OTHERWISE, WHETHER LIABILITY IS ASSERTED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY), AND IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVISED OR BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. IN NO EVENT SHALL EITHER PARTY HAVE ANY RIGHT TO RECOVER OR OBTAIN ANY RIGHTS IN OR TO THE INTELLECTUAL PROPERTY OF THE OTHER.

### **Organization Contact Information**

Attn: Dr. Gary Lopez, Monterey Institute of Technology, P.O. Box 890, Marina, CA 93933 (831) 642-9459

## NROC LIBRARY TERMS OF USE

**Grant of Rights.** The Monterey Institute for Technology and Education (the Organization) hereby grants to Member the nonexclusive right and license to make available the NROC Library materials and to distribute the NROC Library to Member's enrolled students subject to the following restrictions: (a) NROC Library Distribution. Member shall make the NROC Library available for access only by its students and staff through its own LMS/LOR environment or a LMS/LOR environment provided by third party, on CD/DVD media, through closed circuit broadcast, or through other secure distribution channels. The NROC Library may not be accessed through, linked to or posted on third party websites without the prior written consent of the Organization. No other means of access to the NROC Library may be made available without the prior written consent of the Organization. (b) Third Party Distribution. Distribution of the NROC Library to third parties for redistribution is strictly prohibited without the prior written consent of the Organization. (c) Content Revision. Member may utilize the NROC Library in their present form and/or revise or adapt the course content to meet Member requirements, provided that Member may make structural or organizational changes to a course but may not alter the course multimedia files. In the event that the Member desires to revise and/or adapt the course content multimedia files in any way, Member agrees to notify the Organization in writing of the desired revisions and obtain the Organization's prior written consent to such revisions, such consent not to be unreasonably withheld. Any revisions done by Member must be performed with Organization consent and shall be performed at Member's sole cost and expense. Member shall deliver to Organization on master CD/DVD media a copy of all revisions to the NROC Library multimedia files developed by Member. Organization shall not be responsible for supporting content modified by Member. (d) Rights Reserved to Organization. Except as expressly authorized in this Agreement, this grant of rights to Member does not include the right to allow downloads, sell, transfer, license or distribute the NROC Library in any other format, context, manner or means or for any other purpose not specifically authorized in this Agreement without the Organization's prior written consent. All rights not expressly granted to Member in this Agreement are reserved to Organization.

**Intellectual Property.** All ownership, copyrights, trademarks and other rights in the NROC Library ("Intellectual Property") shall belong to the Organization or its licensors and title to the Intellectual Property shall remain with the Organization or its licensors. All updates, revisions and derivatives to the NROC Library developed by the parties shall belong to the Organization or its licensors. Member may incorporate the NROC Library into Member branded courses but shall include atribution prominently displayed in the form of:

"Portions of the content made available through The National Repository of Online Courses (NROC)".

Member shall not in any way alter or remove copyright information from any NROC content. Member shall maintain such notices in its sales and marketing materials and communications that incorporate any portion of the NROC Library or any reference to the NROC Library. If Member's use of the Intellectual Property is improper, Member will take all reasonable steps necessary to resolve such improper use within ten (10) days of receiving written notice from the Organization. The Organization may reasonably monitor the quality of Member's products and services utilizing the Intellectual Property under this Agreement.

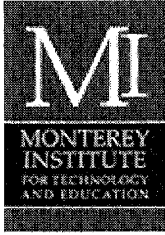
Each party shall defend and indemnify the other, its directors, officers, employees, agents and representatives from any liability and expense (including reasonable attorneys' fees) imposed upon the indemnified party as a result of any claim arising out of the acts or omissions of, or breach of any representation or warranty hereunder by, the indemnitor under this Agreement and including all costs, expenses and damages incurred or suffered by the indemnified party in connection therewith; provided that the party seeking indemnification shall promptly notify the other of any such claim, and permit such other party to control the defense or resolution thereof, and the party seeking indemnification shall fully cooperate with the other in connection therewith. In the event that the NROC Library or any portion thereof is held in such a suit or proceeding to infringe a third-party copyright or other proprietary right, Organization shall, at its sole option and expense (1) procure the right to continue using the NROC Library or portion thereof or (2) replace the same with non-infringing content. All copyrighted content developed by the Member or the Members employees, will be retained by the Member and will not be included in the Organization's courses without express written consent of the Member.

**Warranty.** The Organization warrants that it owns and/or has all the necessary rights to license the NROC Library to Member in accordance with this Agreement; that it will not assume any contractual obligation that conflicts with its obligations granted in this Agreement; and that there are no claims pending or, to the best of the Organization's knowledge, threatened that relate to the NROC Library. Except for the foregoing, Member agrees that the NROC Library is delivered "AS IS" without any express or implied warranties, including warranties of merchantability or fitness for a particular purpose. The maximum liability of the Organization arising out of or in connection with any license, use or other employment of any of the NROC Library delivered to Member under this Agreement, whether such liability arises from any claim based on breach or repudiation of contract, warranty, tort or otherwise, shall in no case exceed the actual price paid to the Organization by Member for the NROC Library whose license, use, or other employment gives rise to the liability.

**Dispute Resolution Procedure.** The parties agree that any dispute under this Agreement shall be resolved by final and binding arbitration in the state of domicile of the Member, subject to the arbitration Rules of the American Arbitration Association. The arbitration shall be before a single arbitrator if the parties can agree on a single arbitrator, and if they cannot agree, then the arbitration shall be before a panel of three arbitrators mutually selected by the parties or, if no agreement is reached, then under the Arbitration Rules of the American Arbitration Association, except that the arbitrators shall be selected by a alternately striking names from the panel of five arbitrators designated by the American Arbitration Association. The arbitrator shall have the authority to grant any relief authorized by law. The arbitrator shall not have the authority to modify, change or refuse to enforce the terms of this Agreement. The prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and expenses incurred in connection with the dispute and arbitration. The arbitration hearing shall be transcribed. Arbitration shall be the exclusive final remedy for any dispute between the parties.

The Monterey Institute for Technology and Education, P.O. Box 890, Marina, CA 93933, (831) 642-9459, [www.montereyinstitute.org](http://www.montereyinstitute.org)





**Monterey Institute for Technology and Education**

P.O. Box 890  
Marina, CA 93933  
Phone (831) 642-9459  
Fax (866) 591-1431

FEIN: 57-1186598

Contact:  
Nancy Cook, Director of Operations  
ncook@montereyinstitute.org

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**INVOICE# 201011-027**

**Invoice Date: 1/14/11**

**Anaheim Union High School District**

501 Crescent Way  
Anaheim, CA 92803  
Phone (714) 999-3511

Attn: Fred Navarro

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**Complimentary California Premium Membership - \$0**

**Membership Description:** Complimentary membership made possible through partnership with University of California system. Premium membership includes access to NROC online content including the right to host the content locally, and the right to link to all NROC content through a customized HippoCampus website during the term of the agreement.

**Term:** 36-month membership beginning 2/14/11, ending 6/30/14.

**Service Area:** Enrolled students and staff of Anaheim Union High School

**FTE** unlimited enrollment

**Restriction:**

Membership does not begin until attached agreement is signed and returned to the address (or fax number) noted above. Terms used in this document are defined in the "Definition of Terms" attached.

Please sign and return the attached agreement by 2/14/11

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[www.montereyinstitute.org](http://www.montereyinstitute.org)

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EXHIBIT Q

AGREEMENT NUMBER 36507

1  
2 AGREEMENT FOR PROVISION OF  
3 ORANGE COUNTY FRIDAY NIGHT LIVE PARTNERSHIP SERVICES  
4 BETWEEN  
5 ORANGE COUNTY SUPERINTENDENT OF SCHOOLS  
6 AND  
7 ANAHEIM UNION HIGH SCHOOL DISTRICT  
8 FISCAL YEAR 2010/2011

9 This AGREEMENT, entered into this 1<sup>st</sup> day of March, 2011, which  
10 date is enumerated for purposes of reference only, is by and between  
11 Orange County Superintendent of Schools, 200 Kalmus Drive, Costa  
12 Mesa, California 92626, hereinafter referred to as "SUPERINTENDENT",  
13 and Anaheim Union High School District, 501 Crescent Way, Anaheim,  
14 California 92803, hereinafter referred to as "DISTRICT".

15 WITNESSETH:

16 WHEREAS, SUPERINTENDENT has entered into an AGREEMENT with the  
17 COUNTY OF ORANGE, hereinafter referred to as "COUNTY", to offer  
18 Advisor Incentives for Implementation Friday Night Live (FNL), Club  
19 Live (CL) and Friday Night Live Kids (FNL Kids) Programs, and  
20 alcohol and other drug primary prevention youth services to the  
21 residents of Orange County; and

22 WHEREAS, SUPERINTENDENT is desirous of contracting with  
23 DISTRICT, subject to the approval of the County Administrator,  
24 hereinafter referred to as "ADMINISTRATOR", for the provision of  
25 Orange County Friday Night Live Partnership (OCFNLP) services in  
order to comply with the Agreement with COUNTY to provide  
comprehensive primary prevention programs to the residents of Orange  
County; and

WHEREAS, DISTRICT is specially trained, experienced and

1 competent to perform the services required, and is agreeable to the  
2 rendering of such services according to the terms and conditions  
3 hereinafter set forth.

4 NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

5 1. SERVICES TO BE PROVIDED. SUPERINTENDENT hereby engages  
6 DISTRICT as an independent contractor to perform the following  
7 described work and DISTRICT hereby agrees to perform said Maximum  
8 obligation is Eight hundred dollars (\$800) per services upon the  
9 terms and conditions hereinafter set forth. DISTRICT'S chapter  
10 school site must meet the requirements to be eligible to receive a  
11 maximum of Eight hundred dollars (\$800.00) advisor incentive funds.

12 **Verification and completion of all activities by May 1, 2011, is**

13 **required to receive the full stipend.** Payment will be based on the  
14 number of advisors at each chapter site and the level of  
15 participation by each advisor, which will be determined by the  
16 SUPERINTENDENT'S Program Managers. Specifically, DISTRICT shall  
17 ensure that each school site meets the following requirements in  
18 order to maintain its eligibility for advisor incentive funds for  
19 the Orange County Friday Night Live Partnership Program:

20 1.1 **Requirements for Advisor Incentives:**

21 OCFNLP advisors who meet the eligibility requirements and  
22 meet all the requirements stated in the "2010-2011 OCFNLP  
23 Participation Requirements", which is attached hereto and  
24 incorporated by reference, have the opportunity to  
25 receive an Advisor Incentive. Amounts listed reflect  
payment distribution for the 2010-2011 fiscal year. Each

1 component may be counted only one time. Maximum  
2 obligation is Eight hundred dollars (\$800) per high  
3 school site. Maximum obligation is Seven hundred dollars  
4 (\$700) per middle/junior high school and elementary  
5 school site. There is an optional opportunity (described  
6 below) for FNL (high school) based chapters for One  
7 hundred dollars (\$100). Verification and completion of  
8 all activities by May 1, 2011, is required to receive the  
9 full stipend. Payments are made through district  
10 contracts.

11 1. Required Paperwork One hundred fifty dollars (\$150);

12 • Chapter Profile, Chapter Application, Sign-in  
13 Sheets Sixty (\$60) dollars.

14 • Monthly Logs - September through June Ninety  
15 dollars (\$90).

16 2. Evaluation and Data Collection One hundred fifty  
17 dollars (\$150);

18 • Retrospective Surveys Seventy-five dollars (\$75).

19 • Youth Development Survey Seventy-five dollars  
20 (\$75).

21 3. One (1) or more Advisor Trainings (*i.e.*, *Advisor Kick-*  
22 *off*, *Advisor 101*, *Advisor Professional Development*  
23 *Academy*) One hundred dollars (\$100);

24 4. One (1) or more Youth-focused  
25 Leadership/Prevention/Advocacy Trainings One hundred  
dollars (\$100);

1 5. Three (3) school site prevention activities that engage  
2 a large portion of the school population (*i.e.*, AOD  
3 prevention activities/projects, and/or service learning  
4 projects) one hundred-fifty dollars (\$150);

5 6. Media Input (*i.e.*, student generated letter, flyer,  
6 school wide announcements, and/or article submitted to  
7 school/local newspaper for AOD education) Fifty dollars  
8 (\$50).

9 7. (Optional for High Schools only) FNL chapter leaders  
10 conduct a minimum of three (3) prevention activities at  
11 a feeder middle school. One hundred dollars (\$100)  
12 This opportunity is limited to six (6) high schools.  
13 Prior authorization by OCDE is required.

14 2. TERM. The term of this AGREEMENT shall commence on March 1,  
15 2011 and terminate no later than June 30, 2011, subject to  
16 termination as set forth in this AGREEMENT, provided, however,  
17 DISTRICT shall be obligated to perform such duties as would normally  
18 extend beyond this term including, but not limited to, obligations  
19 with respect to indemnification, audits, reporting, and accounting.  
20 This AGREEMENT shall be void unless approved by ADMINISTRATOR.

21 3. COMPENSATION.

22 A. SUPERINTENDENT shall compensate DISTRICT up to a maximum  
23 obligation of Five thousand four hundred dollars (\$5,400.00).

24 District's chapter school site must meet the all requirements to  
25 receive the maximum advisor incentive funds, "2010-2011 OCFNLP  
Participant Requirements", attached hereto as Exhibit "A" and

incorporated herein.

1 B. Payment shall be made upon performance of services,  
2 approval of SUPERINTENDENT or his designee, and receipt of an  
3 itemized invoice from DISTRICT in triplicate. All billings for the  
4 AGREEMENT period must be received by SUPERINTENDENT no later than  
5 **June 4, 2011.**

6 C. DISTRICT agrees that failure of DISTRICT to timely claim  
7 reimbursement is required in this AGREEMENT shall result in the  
8 inability of SUPERINTENDENT to pay DISTRICT for such services due to  
9 funding requirements of COUNTY.

10 D. Payment shall be mailed to: Anaheim Union High School  
11 District, 501 Crescent Way, Anaheim, California 92803, or at such  
12 other place as DISTRICT may designate in writing.

13 4. PAYMENTS.

14 A. SUPERINTENDENT shall pay DISTRICT for the actual costs of  
15 providing the services hereunder; provided, however, the total of  
16 such payments does not exceed DISTRICT'S maximum obligation; and  
17 provided further, DISTRICT'S costs are reimbursable pursuant to  
18 County, State, and Federal Regulations. SUPERINTENDENT may, at its  
19 discretion, pay supplemental billings for any month that has been  
20 fully paid.

21 B. All billings to SUPERINTENDENT shall be supported by  
22 DISTRICT, by source documentation including, but not limited to,  
23 ledgers, journals, time sheets, invoices, bank statements, canceled  
24 checks, receipts, receiving records, and records of services  
25 provided.

1 C. SUPERINTENDENT may withhold or delay any payment if  
2 DISTRICT fails to comply with any provision set forth in this  
3 AGREEMENT.

4 D. DISTRICT shall not claim reimbursement for services  
5 provided beyond the expiration and/or termination of this AGREEMENT,  
6 except as may otherwise be provided under this AGREEMENT.

7 E. DISTRICT shall receive no compensation for the services  
8 provided pursuant to this AGREEMENT other than the rate set forth  
9 above.

10 F. The obligation of SUPERINTENDENT under this AGREEMENT is  
11 contingent upon the availability of funds furnished by COUNTY. In  
12 the event that such funding is terminated or reduced, this AGREEMENT  
13 may be terminated. SUPERINTENDENT shall give DISTRICT written  
14 notification of such termination. Notice shall be deemed served on  
15 the date of mailing.

16 G. DISTRICT shall not use any funds provided by means of this  
17 AGREEMENT for lobbying any governmental agency or official.  
18 DISTRICT shall file all certificates and reports in compliance with  
19 the requirement pursuant to Title 31, Section 1352, U.S.C.A.

20 5. COMPLIANCE.

21 A. COMPLIANCE PROGRAM - ADMINISTRATOR has established a  
22 Compliance Program for the purpose of ensuring adherence to all  
23 rules and regulations related to federal and state health care  
24 programs.

25 1. SUPERINTENDENT shall ensure that DISTRICT is made aware  
of the relevant policies and procedures relating to ADMINISTRATOR'S

Compliance Program.

1  
2           2. DISTRICT shall ensure that its employees,  
3 subcontractors, interns, volunteers, and members of Board of  
4 Directors or duly authorized agents, if appropriate, ("Covered  
5 Individuals") relative to this AGREEMENT are made aware of  
6 ADMINISTRATOR'S Compliance Program and related policies and  
7 procedures.

8           3. SUPERINTENDENT has the option to adhere to  
9 ADMINISTRATOR'S Compliance Program or establish its own provided it  
10 has been approved and accepted by ADMINISTRATOR'S Compliance  
11 Officer.

12           4. Upon approval of SUPERINTENDENT'S Compliance Program by  
13 ADMINISTRATOR'S Compliance Officer, DISTRICT shall ensure that its  
14 employees, subcontractors, interns, volunteers, and members of Board  
15 of Directors or duly authorized agents, if appropriate, ("Covered  
16 Individuals") relative to this AGREEMENT are made aware of  
17 SUPERINTENDENT'S Compliance Program and related policies and  
18 procedures.

19           5. Failure of DISTRICT to submit its Compliance Program and  
20 relevant policies and procedures shall constitute a material breach  
21 of this AGREEMENT. Failure to cure such breach within sixty (60)  
22 calendar days of such notice from SUPERINTENDENT shall constitute  
23 grounds for termination of this AGREEMENT as to the non-complying  
24 party.

25           B. CODE OF CONDUCT - ADMINISTRATOR has developed a Code of  
Conduct for adherence by ADMINISTRATOR'S employees and contract



providers.

1  
2 1. SUPERINTENDENT shall ensure that DISTRICT is made aware  
3 of ADMINISTRATOR'S Code of Conduct.

4 2. DISTRICT shall ensure that its employees,  
5 subcontractors, interns, volunteers, and members of Board of  
6 Directors or duly authorized agents, if appropriate, ("Covered  
7 Individuals") relative to this AGREEMENT are made aware of  
8 ADMINISTRATOR'S Code of Conduct.

9 3. SUPERINTENDENT has the option to adhere to  
10 ADMINISTRATOR'S Code of Conduct or establish its own provided it has  
11 been approved and accepted by ADMINISTRATOR'S Compliance Officer.

12 4. Upon approval of SUPERINTENDENT'S Code of Conduct by  
13 ADMINISTRATOR, DISTRICT shall ensure that its employees,  
14 subcontractors, interns, volunteers, and members of Board of  
15 Directors or duly authorized agents, if appropriate, ("Covered  
16 Individuals") relative to this AGREEMENT are made aware of  
17 SUPERINTENDENT'S Code of Conduct.

18 5. DISTRICT shall submit to SUPERINTENDENT a signed  
19 acknowledgement and agreement that DISTRICT shall comply with  
20 SUPERINTENDENT or ADMINISTRATOR'S Code of Conduct.

21 6. Failure of DISTRICT to timely submit the acknowledgement  
22 of SUPERINTENDENT or ADMINISTRATOR'S Code of Conduct shall  
23 constitute a material breach of this AGREEMENT, and failure to cure  
24 such breach within sixty (60) calendar days of such notice from  
25 SUPERINTENDENT shall constitute grounds for termination of this  
AGREEMENT as to the non-complying party.

1 C. COVERED INDIVIDUALS - DISTRICT shall screen all Covered  
2 Individuals employed or retained to provide services related to this  
3 AGREEMENT to ensure that they are not designated as "Ineligible  
4 Persons," as defined hereunder. Screening shall be conducted  
5 against the General Services Administration's List of Parties  
6 Excluded from Federal Programs and the Health and Human  
7 Services/Office of Inspector General List of Excluded  
8 Individuals/Entities.

9 1. Ineligible Person shall be any individual or entity  
10 who:

11 a. is currently excluded, suspended, debarred or  
12 otherwise ineligible to participate in the federal health care  
13 programs; or

14 b. has been convicted of a criminal offense related  
15 to the provision of health care items or services and has not been  
16 reinstated in the federal health care programs after a period of  
17 exclusion, suspension, debarment, or ineligibility.

18 2. DISTRICT shall screen prospective Covered Individuals  
19 prior to hire or engagement. DISTRICT shall not hire or engage any  
20 Ineligible Person to provide services relative to this AGREEMENT.

21 3. DISTRICT shall screen all current Covered Individuals  
22 and subcontractors semi-annually (January and July) to ensure that  
23 they have not become Ineligible Persons. DISTRICT shall also request  
24 that its sub-subcontractors use their best efforts to verify that  
25 they are eligible to participate in all federal and State of  
California health programs and have not been excluded or debarred

1 from participation in any federal or state health care programs, and  
2 to further represent to DISTRICT that they do not have any  
3 Ineligible Person in their employ or under contract.

4 4. Covered Individuals shall be required to disclose to  
5 DISTRICT immediately any debarment, exclusion or other event that  
6 makes the Covered Individual an Ineligible Person. DISTRICT shall  
7 notify SUPERINTENDENT immediately upon such disclosure.

8 5. DISTRICT acknowledges that Ineligible Persons are  
9 precluded from providing federal and state funded health care  
10 services by contract with SUPERINTENDENT in the event that they are  
11 currently sanctioned or excluded by a federal or state law  
12 enforcement regulatory or licensing agency. If DISTRICT becomes  
13 aware that a Covered Individual has become an Ineligible Person,  
14 DISTRICT shall remove such individual from responsibility for, or  
15 involvement with, SUPERINTENDENT business operations related to this  
16 AGREEMENT.

17 6. DISTRICT shall notify SUPERINTENDENT immediately if a  
18 Covered Individual or entity is currently excluded, suspended or  
19 debarred, or is identified as such after being sanction screened.  
20 Such individual or entity shall be immediately removed from  
21 participating in any activity associated with this AGREEMENT.  
22 SUPERINTENDENT will determine if any repayment is necessary from  
23 DISTRICT for services provided by ineligible person or individual.

#### 24 D. REIMBURSEMENT STANDARDS

25 1. DISTRICT shall take reasonable precaution to ensure that  
the coding of health care claims, billings and/or invoices for same

1 are prepared and submitted in an accurate and timely manner and are  
2 consistent with federal, state and county laws and regulations.  
3 This includes compliance with federal and state health care program  
4 regulations and procedures or instructions otherwise communicated by  
5 regulatory agencies including the Centers for Medicare and Medicaid  
6 Services or their agents.

7 2. DISTRICT shall submit no false, fraudulent, inaccurate  
8 or fictitious claims for payment or reimbursement of any kind.

9 3. DISTRICT shall bill only for those eligible services  
10 actually rendered which are also fully documented. When such  
11 services are coded, DISTRICT shall use accurate billing codes to  
12 accurately describe the services provided and to ensure compliance  
13 with all billing and documentation requirements.

14 4. DISTRICT shall act promptly to investigate and correct  
15 any problems or errors in coding of claims and billing, if and when,  
16 any such problems or errors are identified.

17 E. COMPLIANCE TRAINING - SUPERINTENDENT shall make  
18 ADMINISTRATOR's General Compliance Training and Provider Compliance  
19 Training, where appropriate, available to DISTRICT and its Covered  
20 Individuals.

21 1. Such training will be made available to Covered  
22 Individuals within thirty (30) calendar days of employment or  
23 engagement.

24 2. Such training will be made available to each Covered  
25 Individual annually.

3. Each Covered Individual attending training shall

1 certify, in writing, attendance at compliance training. DISTRICT  
2 shall retain the certifications. Upon written request by  
3 SUPERINTENDENT, DISTRICT shall provide copies of the certifications.

4 6. CONFIDENTIALITY.

5 A. DISTRICT shall agree to maintain the confidentiality of all  
6 records, including billings and any audio and/or video recordings,  
7 in accordance with all applicable Federal and State codes and  
8 regulations, as they now exist or may hereafter be amended or  
9 changed.

10 B. Prior to providing any services pursuant to this AGREEMENT,  
11 all DISTRICT members of the Board of Directors or its designee or  
12 authorized agent, employees, consultants, subcontractors, volunteers  
13 and interns shall agree, in writing, with DISTRICT to maintain the  
14 confidentiality of any and all information and records which may be  
15 obtained in the course of providing such services. The agreement  
16 shall specify that it is effective irrespective of all subsequent  
17 resignations or terminations of DISTRICT members of the Board of  
18 Directors or its designee or authorized agent, employees,  
19 consultants, subcontractors, volunteers and interns.

20 7. CONFLICT OF INTEREST.

21 A. DISTRICT, while providing services under this AGREEMENT,  
22 shall not refer clients or accept client referrals to his or her  
23 private practice or services.

24 B. The parties hereto acknowledge that DISTRICT may be  
25 affiliated with one or more organizations or professional practices  
located in Orange County. DISTRICT therefore warrants that he/she

1 shall not violate any applicable law, rule or regulation of any  
2 governmental entity relating to conflict of interest. DISTRICT  
3 shall not knowingly undertake any act which unjustifiably results in  
4 any relative benefit to any organization or professional practice  
5 with which he/she is affiliated as a direct or indirect result,  
6 whether economic or otherwise in nature, of the performance of  
7 duties and obligations required by this AGREEMENT, when compared to  
8 the result such act has on any other organization or professional  
9 practice.

10 8. EMPLOYEE ELIGIBILITY VERIFICATION. DISTRICT warrants that it  
11 shall fully comply with all federal and state statutes and  
12 regulations regarding the employment of aliens and others and to  
13 ensure that employees, sub-subcontractors and consultants performing  
14 work under this AGREEMENT meet the citizenship or alien status  
15 requirement set forth in federal statutes and regulations.  
16 SUBCONTRACTOR shall obtain, from all employees, sub-subcontractors  
17 and consultants performing work hereunder, all verification and  
18 other documentation of employment eligibility status required by  
19 federal or state statutes and regulations including, but not limited  
20 to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324  
21 et seq., as they currently exist and as they may be hereafter  
22 amended. DISTRICT shall retain all such documentation for all  
23 covered employees, sub-subcontractors and consultants for the period  
24 prescribed by the law.

25 9. DELEGATION AND ASSIGNMENT. DISTRICT may not delegate the  
obligations hereunder, either in whole or in part, without the prior

1 written consent of SUPERINTENDENT and ADMINISTRATOR. This Agreement  
2 shall not terminate or alter the responsibilities of SUPERINTENDENT  
3 to COUNTY to assure that all activities and provisions described in  
4 COUNTY'S Agreement with SUPERINTENDENT shall be carried out.

5 10. INDEMNIFICATION.

6 A. DISTRICT agrees to indemnify, defend with counsel approved  
7 in writing by SUPERINTENDENT and COUNTY, and hold SUPERINTENDENT and  
8 COUNTY, their elected and appointed officials, officers, employees,  
9 agents and those special districts and agencies which COUNTY'S Board  
10 of Supervisors acts as the governing Board ("COUNTY INDEMNITIES")  
11 harmless from any claims, demands, or liability of any kind or  
12 nature, including but not limited to personal injury or property  
13 damage, arising from or related to the services, products or other  
14 performance provided by DISTRICT pursuant to this AGREEMENT. If  
15 judgment is entered against DISTRICT, SUPERINTENDENT, and COUNTY by  
16 a court of competent jurisdiction because of the concurrent active  
17 negligence of COUNTY or COUNTY INDEMNITIES, then DISTRICT,  
18 SUPERINTENDENT, and COUNTY agree that liability will be apportioned  
19 as determined by the court. None of the parties shall request a  
20 jury apportionment.

21 B. SUPERINTENDENT agrees to indemnify, defend with counsel  
22 approved in writing by DISTRICT and COUNTY, and hold DISTRICT and  
23 COUNTY, their elected and appointed officials, officers, employees,  
24 agents and those special districts and agencies which COUNTY'S Board  
25 of Supervisors acts as the governing Board ("COUNTY INDEMNITIES")  
harmless from any claims, demands, or liability of any kind or

1 nature, including but not limited to personal injury or property  
2 damage, arising from or related to the services, products or other  
3 performance provided by DISTRICT pursuant to this AGREEMENT. If  
4 judgment is entered against DISTRICT, SUPERINTENDENT, and COUNTY by  
5 a court of competent jurisdiction because of the concurrent active  
6 negligence of COUNTY or COUNTY INDEMNITIES, then DISTRICT,  
7 SUPERINTENDENT, and COUNTY agree that liability will be apportioned  
8 as determined by the court. None of the parties shall request a  
9 jury apportionment.

10 C. In the event DISTRICT provides services at the  
11 SUPERINTENDENT'S facility, DISTRICT shall ensure its compliance with  
12 all safety and health requirements for its employees in accordance  
13 with federal, state and county safety and health regulations. Prior  
14 to the execution of this AGREEMENT, DISTRICT shall furnish evidence  
15 satisfactory to SUPERINTENDENT, that DISTRICT has secured, for the  
16 period of this AGREEMENT, full Worker's Compensation coverage from a  
17 reputable insurance company licensed to do business in the State of  
18 California.

19 11. INSPECTIONS AND AUDITS.

20 A. SUPERINTENDENT, ADMINISTRATOR, any authorized  
21 representative of COUNTY, any authorized representative of the State  
22 of California, the Secretary of the United States Department of  
23 Health and Human Services, the Controller General of the United  
24 States, or any other of their authorized representatives, shall have  
25 access to any books, documents, and records, including but not  
limited to, medical and client records of DISTRICT that are directly



1 pertinent to this AGREEMENT, for the purpose of responding to a  
2 beneficiary complaint or conducting an audit, review, evaluation, or  
3 examination, or making transcripts during the periods of retention  
4 set forth in the Records Management and Maintenance paragraph of  
5 this AGREEMENT. Such persons may at all reasonable times inspect or  
6 otherwise evaluate the services provided pursuant to this AGREEMENT,  
7 and the premises in which they are provided.

8 B. DISTRICT shall actively participate and cooperate with any  
9 person specified in subparagraph A above in any evaluation or  
10 monitoring of the services provided pursuant to this AGREEMENT, and  
11 shall provide the above-mentioned persons adequate office space to  
12 conduct such evaluation or monitoring.

13 C. AUDIT RESPONSE

14 1. Following an audit report, in the event of non-  
15 compliance with applicable laws and regulations governing funds  
16 provided through this AGREEMENT, SUPERINTENDENT may terminate this  
17 AGREEMENT as provided for in the Termination paragraph or direct  
18 DISTRICT to immediately implement appropriate corrective action. A  
19 plan of corrective action shall be submitted to SUPERINTENDENT and  
20 ADMINISTRATOR in writing within thirty (30) calendar days after  
21 receiving notice from SUPERINTENDENT and/or ADMINISTRATOR.

22 2. If the audit reveals that money is payable from one  
23 party to the other, that is, reimbursement by DISTRICT to  
24 SUPERINTENDENT, or payment of sums due from SUPERINTENDENT to  
25 DISTRICT, said funds shall be due and payable from one party to the  
other within sixty (60) calendar days of receipt of the audit

1 results. If reimbursement is due from DISTRICT to SUPERINTENDENT,  
2 and such reimbursement is not received within said sixty (60)  
3 calendar days, SUPERINTENDENT may, in addition to any other remedies  
4 provided by law, reduce any amount owed DISTRICT by an amount not to  
5 exceed the reimbursement due SUPERINTENDENT.

6 D. DISTRICT shall forward to SUPERINTENDENT and ADMINISTRATOR  
7 a copy of any audit report within fourteen (14) calendar days of  
8 receipt. Such audit shall include, but not be limited to,  
9 management, financial, programmatic or any other type of audit of  
10 DISTRICT's operations, whether or not the cost of such operation or  
11 audit is reimbursed in whole or in part through this AGREEMENT.

12 12. LICENSES AND LAW.

13 A. DISTRICT shall, throughout the term of this AGREEMENT,  
14 maintain all necessary licenses, permits, approvals, certificates,  
15 waivers, and exemptions necessary for the provision of the services  
16 hereunder and required by the laws and regulations of the United  
17 States, State of California, COUNTY, and any other applicable  
18 governmental agencies. DISTRICT shall notify SUPERINTENDENT  
19 immediately and in writing of its inability to obtain or maintain,  
20 irrespective of the pendency of an appeal, permits, licenses,  
21 approvals, certificates, waivers, and exemptions. Said inability  
22 shall be cause for termination of this AGREEMENT.

23 B. DISTRICT shall comply with all laws, rules or regulations  
24 applicable to the services provided hereunder, as any may now exist  
25 or be hereafter amended or changed, except those provisions or  
application of those provisions waived by the Secretary of the

Department of Health and Human Services.

C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

1. DISTRICT agrees to furnish to SUPERINTENDENT within thirty (30) calendar days of the award of this AGREEMENT:

a. In the case of an individual contractor, his/her name, date of birth, social security number, and residence address;

b. In the case of a contractor doing business in a form other than as an individual, the name, date of birth, social security number, and residence address of each individual who owns an interest of ten percent (10%) or more in the contracting entity;

c. A certification that DISTRICT has fully complied with all applicable federal and state reporting requirements regarding its employees;

d. A certification that DISTRICT has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.

2. Failure of DISTRICT to timely submit the data and/or certifications required by subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state employee reporting requirements for child support enforcement, or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, shall constitute a material breach of this AGREEMENT; and failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute grounds for termination of this AGREEMENT.

3. It is expressly understood that this data will be

1 transmitted to governmental agencies charged with the establishment  
2 and enforcement of child support orders, or as permitted by federal  
3 and/or state statute.

4 13. NONDISCRIMINATION.

5 A. EMPLOYMENT

6 1. During the performance of this AGREEMENT, DISTRICT  
7 shall not unlawfully discriminate against any employee or applicant  
8 for employment because of his/her ethnic group identification, race,  
9 religion, ancestry, color, creed, sex, marital status, national  
10 origin, age (40 and over), sexual orientation, medical condition, or  
11 physical or mental disability. DISTRICT shall warrant that the  
12 evaluation and treatment of employees and applicants for employment  
13 are free from discrimination in the areas of employment, promotion,  
14 demotion or transfer; recruitment or recruitment advertising; layoff  
15 or termination; rate of pay or other forms of compensation; and  
16 selection for training, including apprenticeship. There shall be  
17 posted in conspicuous places, available to employees and applicants  
18 for employment, notices from SUPERINTENDENT and/or ADMINISTRATOR  
19 and/or the United States Equal Employment Opportunity Commission  
20 setting forth the provisions of the Equal Opportunity clause.

21 2. All solicitations or advertisements for employees  
22 placed by or on behalf of DISTRICT shall state that all qualified  
23 applicants will receive consideration for employment without regard  
24 to ethnic group identification, race, religion, ancestry, color,  
25 creed, sex, marital status, national origin, age (40 and over),  
sexual orientation, medical condition, or physical or mental

1 disability. Such requirement shall be deemed fulfilled by use of  
2 the phrase "an equal opportunity employer."

3 3. Each labor union or representative of workers with  
4 which DISTRICT has a collective bargaining agreement or other  
5 contract or understanding must post a notice advising the labor  
6 union or workers' representative of the commitments under this  
7 Nondiscrimination paragraph and shall post copies of the notice in  
8 conspicuous places available to employees and applicants for  
9 employment.

10 B. SERVICES, BENEFITS, AND FACILITIES - DISTRICT shall not  
11 discriminate in the provision of services, the allocation of  
12 benefits, or in the accommodation in facilities on the basis of  
13 ethnic group identification, race, religion, ancestry, color, creed,  
14 sex, marital status, national origin, age (40 and over), sexual  
15 orientation, medical condition, or physical or mental disability in  
16 accordance with Title IX of the Education Amendments of 1972; Title  
17 VI of the Civil Rights Act of 1964 (42 U.S.C.A. §2000d); the Age  
18 Discrimination Act of 1975 (42 U.S.C.A. §6101); and Title 9,  
19 Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California  
20 Code of Regulations, and all other pertinent rules and regulations  
21 promulgated pursuant thereto, and as otherwise provided by state law  
22 and regulations, as all may now exist or be hereafter amended or  
23 changed.

24 1. For the purpose of this subparagraph B.,  
25 "discrimination" includes, but is not limited to the following based  
on one or more of the factors identified above:

1 a. Denying a client or potential client any service,  
benefit, or accommodation.

2 b. Providing any service or benefit to a client which  
3 is different or is provided in a different manner or at a different  
4 time from that provided to other clients.

5 c. Restricting a client in any way in the enjoyment of  
6 any advantage or privilege enjoyed by others receiving any service  
7 or benefit.

8 d. Treating a client differently from others in  
9 satisfying any admission requirement or condition, or eligibility  
10 requirement or condition, which individuals must meet in order to be  
11 provided any service or benefit.

12 e. Assignment of times or places for the provision of  
13 services.

14 2. Complaint Process - DISTRICT shall establish procedures  
15 for advising all clients through a written statement that DISTRICT'S  
16 clients may file all complaints alleging discrimination in the  
17 delivery of services with DISTRICT, SUPERINTENDENT and  
18 ADMINISTRATOR, or the COUNTY'S Patient's Rights Office. DISTRICT'S  
19 statement shall advise clients of the following:

20 a. Whenever possible, problems shall be resolved  
21 informally and at the point of service. DISTRICT shall establish an  
22 internal informal problem resolution process for clients not able to  
23 resolve such problems at the point of service. Clients may initiate  
24 a grievance or complaint directly with DISTRICT either orally or in  
25 writing.

1                   1) COUNTY shall establish a formal resolution and  
2 grievance process in the event informal processes do not yield a  
3 resolution.

4                   2) Throughout the problem resolution and grievance  
5 process, client rights shall be maintained, including access to the  
6 Patients' Rights Office at any point in the process. Clients shall  
7 be informed of their right to access the Patients' Rights Office at  
8 any time.

9                   b. In those cases where the client's complaint is filed  
10 initially with the Patients' Rights Office, the Patients' Rights  
11 Office may proceed to investigate the client's complaint.

12                   c. Within the time limits procedurally imposed, the  
13 complainant shall be notified in writing as to the findings  
14 regarding the alleged complaint and, if not satisfied with the  
15 decision, may file an appeal with the Patients' Rights Office.

16                   C. PERSONS WITH DISABILITIES - DISTRICT agrees to comply with  
17 the provisions of Section 504 of the Rehabilitation Act of 1973 (29  
18 U.S.C.A. 794 et seq., as implemented in 45 CFR 84.1 et seq.), and  
19 the Americans with Disabilities Act of 1990  
20 (42 U.S.C.A. 12101, et seq.), pertaining to the prohibition of  
21 discrimination against qualified persons with disabilities in all  
22 programs or activities, as they exist now or may be hereafter  
23 amended together with succeeding legislation.

24                   D. RETALIATION - Neither DISTRICT, nor its employees or  
25 agents shall intimidate, coerce or take adverse action against any  
person for the purpose of interfering with rights secured by federal

1 or state laws, or because such person has filed a complaint,  
2 certified, assisted or otherwise participated in an investigation,  
3 proceeding, hearing or any other activity undertaken to enforce  
4 rights secured by federal or state law.

5 E. In the event of non-compliance with this paragraph or as  
6 otherwise provided by federal and state law, this AGREEMENT may be  
7 canceled, terminated or suspended in whole or in part and DISTRICT  
8 may be declared ineligible for further contracts involving federal,  
9 state or county funds.

10 14. REPORTS.

11 A. DISTRICT shall be required to submit to SUPERINTENDENT  
12 fiscal and/or programmatic reports, as required by SUPERINTENDENT.

13 B. Additional Reports: Upon SUPERINTENDENT'S request,  
14 DISTRICT shall make such additional reports available, as required  
15 by SUPERINTENDENT concerning DISTRICT'S activities as they affect  
16 the services hereunder. SUPERINTENDENT shall be specific to the  
17 information requested and allow thirty (30) calendar days for  
18 DISTRICT to respond.

19 15. RECORDS MANAGEMENT AND MAINTENANCE.

20 A. DISTRICT shall, throughout the term of this AGREEMENT,  
21 prepare, maintain and manage records appropriate to the services  
22 provided and in accordance with this AGREEMENT and all applicable  
23 requirements, which include, but are not limited to:

- 24 1. California Code of Regulation Title 22, §§70751(c),  
25 71551(c), 73543(a), 74731(a), 75055(a), 75343(a), and  
77143(a).



2. State of California, Health and Safety Code §123145.

1  
2 B. DISTRICT shall ensure appropriate financial records  
3 related to cost reporting, expenditure, revenue, billings, etc., are  
4 prepared and maintained accurately and appropriately.

5 C. DISTRICT shall retain all financial records for a minimum  
6 of five (5) years from the commencement of the contract, unless a  
7 longer period is required due to legal proceedings such as  
8 litigations and/or settlement of claims.

9 D. DISTRICT shall make records pertaining to the costs of  
10 services, participant fees, charges, billings, and revenues  
11 available at one (1) location within the limits of the County of  
12 Orange.

13 E. If DISTRICT is unable to meet the record location criteria  
14 above, SUPERINTENDENT and ADMINISTRATOR may provide written approval  
15 to DISTRICT to maintain records in a single location, identified by  
16 DISTRICT.

17 F. DISTRICT may be required to retain all records involving  
18 litigation proceedings and settlement of claims for a longer term  
19 which will be directed by the SUPERINTENDENT and ADMINISTRATOR.

20 G. DISTRICT shall notify SUPERINTENDENT of any Public Record  
21 Act (PRA) request within twenty-four (24) hours. DISTRICT shall  
22 provide SUPERINTENDENT and ADMINISTRATOR all information that is  
23 requested by the PRA request.

24 16. STATUS OF SUBCONTRACTOR.

25 A. DISTRICT is, and shall at all times be deemed to be, an  
independent contractor and shall be wholly responsible for the

1 manner in which it performs the services required of it by the terms  
2 of this AGREEMENT.

3 B. DISTRICT warrants that it has all necessary licenses  
4 required to perform the services required by the terms of this  
5 AGREEMENT.

6 C. DISTRICT is entirely responsible for compensating staff,  
7 subcontractors, and consultants employed by DISTRICT. This  
8 AGREEMENT shall not be construed as creating the relationship of  
9 employer and employee, or principal and agent, between COUNTY,  
10 SUPERINTENDENT, and DISTRICT or any of DISTRICT'S employees, agents,  
11 consultants, or subcontractors. DISTRICT understands and agrees that  
12 he/she and all his/her employees shall not be considered officers,  
13 employees or agents of SUPERINTENDENT, and are not entitled to  
14 benefits of any kind or nature normally provided employees of  
15 SUPERINTENDENT and/or to which SUPERINTENDENT'S employees are  
16 normally entitled, including, but not limited to, State Unemployment  
17 Compensation or Workers' Compensation. DISTRICT shall assume full  
18 responsibility for payment of all federal, state and local taxes or  
19 contributions, including unemployment insurance, social security and  
20 income taxes with respect to DISTRICT's employees.

21 D. DISTRICT assumes exclusively the responsibility for the  
22 acts of its employees, agents, consultants, or subcontractors as  
23 they relate to the services to be provided during the course and  
24 scope of their employment.

25 E. DISTRICT, its agents, employees, consultants, or  
subcontractors, shall not be entitled to any rights or privileges of

1 SUPERINTENDENT or COUNTY employees and shall not be considered in  
2 any manner to be SUPERINTENDENT or COUNTY employees.

3 17. NOTICES. All notices, claims, correspondence, reports, and/or  
4 statements authorized or required by this Agreement shall be  
5 addressed as follows:

6 SUPERINTENDENT: Orange County Superintendent of Schools  
7 200 Kalmus Drive  
8 P.O. Box 9050  
9 Costa Mesa, California 92628-9050  
10 Attn: Patricia McCaughey

11 DISTRICT: Anaheim Union High School District  
12 501 Crescent Way  
13 Anaheim, California 92803  
14 Attn: \_\_\_\_\_

15 18. TOBACCO USE POLICY. In the interest of public health,  
16 SUPERINTENDENT provides a tobacco-free environment. Smoking or the  
17 use of any tobacco products are prohibited in buildings and  
18 vehicles, and on any property owned, leased or contracted for by the  
19 SUPERINTENDENT pursuant to SUPERINTENDENT'S Policy 400.15. Failure  
20 to abide with conditions of this policy could result in the  
21 termination of this AGREEMENT.

22 19. COMPLIANCE WITH APPLICABLE LAWS. The services completed herein  
23 must meet the approval of SUPERINTENDENT and COUNTY, and shall be  
24 subject to SUPERINTENDENT'S general right of inspection to secure the  
25 satisfactory completion thereof. DISTRICT agrees to comply with all  
federal, state and local laws, rules, regulations and ordinances that  
are now or may in the future become applicable to DISTRICT,  
DISTRICT's business, equipment and personnel engaged in operations  
covered by this AGREEMENT or occurring out of the performance of such  
operations.

1 20. NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to seek  
2 redress for violation of, or to insist upon, the strict performance  
3 of any term or condition of this AGREEMENT, shall not be deemed a  
4 waiver by that party of such term or condition, or prevent a  
5 subsequent similar act from again constituting a violation of such  
6 term or condition.

7 21. TERMINATION.

8 A. Either party may terminate this AGREEMENT, without cause,  
9 upon thirty (30) calendar days written notice (Notice of  
10 Termination) given the other party.

11 B. Unless otherwise specified in this AGREEMENT,  
12 SUPERINTENDENT may terminate this AGREEMENT upon five (5) calendar  
13 days written notice if DISTRICT fails to perform any of the terms of  
14 this AGREEMENT. At SUPERINTENDENT'S sole discretion, DISTRICT may  
15 be allowed up to thirty (30) calendar days for corrective action.

16 C. SUPERINTENDENT may terminate this AGREEMENT immediately,  
17 upon written notice, on the occurrence of any of the following  
18 events:

- 19 1. The loss by DISTRICT of legal capacity.
- 20 2. Cessation of services.
- 21 3. The delegation or assignment of DISTRICT'S services,  
22 operation or administration to another entity without the prior  
23 written consent of COUNTY.
- 24 4. The neglect by any physician or licensed person  
25 employed by DISTRICT of any duty required pursuant to this  
AGREEMENT.

1           5. The loss of accreditation or any license required by  
2 the Licenses and Laws paragraph of this AGREEMENT.

3           6. The continued incapacity of any physician or licensed  
4 person to perform duties required pursuant to this AGREEMENT.

5           7. Unethical conduct or malpractice by any physician or  
6 licensed person providing services pursuant to this AGREEMENT;  
7 provided, however, COUNTY may waive this option if DISTRICT removes  
8 such physician or licensed person from serving persons treated or  
9 assisted pursuant to this AGREEMENT.

10           8. In the event DISTRICT should fail to perform the  
11 covenants contained in this AGREEMENT in the time and manner  
12 specified, SUPERINTENDENT may immediately terminate this AGREEMENT  
13 and is not obligated to pay any amounts billed for services by  
14 DISTRICT TO SUPERINTENDENT that have not been performed in the time  
15 and manner specified.

16           D. After receipt of the Notice of Termination, DISTRICT shall  
17 cancel all outstanding commitments covering the procurement of  
18 materials, supplies, equipment, and miscellaneous items.

19           22. SEVERABILITY. If any term, condition or provision of this  
20 AGREEMENT or application thereof to any person or circumstances is  
21 held by a court of competent jurisdiction to be invalid, void, or  
22 unenforceable, or if any provision of this AGREEMENT contravenes any  
23 federal, state or county statute, ordinance, or regulation, the  
24 remaining provisions of this AGREEMENT or application thereof will  
25 nevertheless continue in full force and effect, and shall not be  
affected, impaired or invalidated in any way.

1 23. ALTERATION OF TERMS. This AGREEMENT, together with any  
2 Exhibits attached hereto and incorporated herein by reference, fully  
3 expresses all understanding of SUPERINTENDENT and DISTRICT with  
4 respect to the subject matter of this AGREEMENT, and shall  
5 constitute the total AGREEMENT between the parties for these  
6 purposes. No addition to, or alteration of, the terms of this  
7 AGREEMENT, whether written or verbal, shall be valid unless made in  
8 writing and formally executed and approved by SUPERINTENDENT,  
9 DISTRICT, and ADMINISTRATOR.

10 24. GOVERNING LAW. The terms and conditions of this AGREEMENT  
11 shall be governed by the laws of the State of California with venue  
12 in Orange County, California.

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1 IN WITNESS WHEREOF, the parties have executed this AGREEMENT,  
2 in the County of Orange, State of California.

3 DISTRICT: ANAHEIM UNION HIGH  
4 SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT  
OF SCHOOLS

5 BY: \_\_\_\_\_  
6 Authorized Signature

BY: Patricia McCaughey  
Authorized Signature

7 PRINTED NAME: \_\_\_\_\_

PRINTED NAME: Patricia McCaughey

8 TITLE: \_\_\_\_\_

TITLE: Coordinator

9 DATE: \_\_\_\_\_

DATE: January 26, 2011

10 COUNTY OF ORANGE, HEALTH CARE  
11 AGENCY

12 BY: \_\_\_\_\_  
13 Authorized Signature

14 PRINT NAME: \_\_\_\_\_

15 TITLE: \_\_\_\_\_

16 DATE: \_\_\_\_\_

17 AUHSD-HCA-OCFNLP-Advisor Incentive (36507)11  
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**ORANGE COUNTY DEPARTMENT OF EDUCATION FRIDAY NIGHT LIVE PARTNERSHIP**  
**2010-2011 OCFNLP PARTICIPANT REQUIREMENTS**

*This document reflects the integrity and funding requirements of the Orange County Friday Night Live Partnership, as well as the actual mandates required in any contract between the Orange County Department of Education and individual districts or agencies.*

The Orange County Friday Night Live Partnership (OCFNLP) is a youth development program that engages young people in alcohol and other drug (AOD) prevention. Programs are established on school campuses and in youth-serving organizations with the goal of generating positive outcomes for the young people we serve.

**OCFNLP Standards of Practice:**

As a *Member in Good Standing* with the California Friday Night Live Collaborative, OCFNLP offers program components and services which support the California Friday Night Live Standards of Practice. These Standards of Practice ensure that all program participants will experience the following:

1. A safe environment;
2. Opportunities for community engagement;
3. Opportunities for leadership and advocacy;
4. Opportunities to build caring and meaningful relationships with peers and adults;
5. Opportunities to engage in interesting and relevant skill development activities;
6. Opportunities to develop healthy personal attitudes and behavior (directly related to *No Child Left Behind* legislation).

**OCFNLP staff will provide:**

1. Submission of a Chapter Profile to the California Friday Night Live Partnership for certification;
2. Provision of new advisor training and materials;
3. Technical assistance for new chapter development;
4. Handbook and lesson plans for chapter implementation;
5. Training and project support for school and community engagement activities;
6. Training and project support for alcohol and other drug prevention activities;
7. Annual Advisor Kick-off;
8. Countywide advisor training opportunities (i.e. Advisor 101, Advisor Professional Development Academy);
9. Youth-focused leadership training opportunities (leadership/skill building/AOD prevention trainings);
10. One (1) year-end recognition opportunity (fee-based);
11. Support for chapter recruitment activities;
12. Program information and updates through the OCFNLP website, email, fax, and/or mailings.

**Chapter Responsibilities for Participation in OCFNLP:**

In order to reach the full potential of the program for the young people involved, we ask that advisors establish and maintain an active chapter by carrying out the activities listed below. This ensures certification by the California Friday Night Live Partnership (authorizing use of the FNL/CL/FNL Kids name and logos) and meets the requirements of the County of Orange Health Care Agency, Alcohol and Drug Education and Prevention Team, the funding agency.

1. Maintain a leadership team, including a minimum of one (1) advisor;
2. Hold and facilitate a minimum of two (2) chapter meetings per month;
3. Participate in Advisor Kick-off;
4. Participate in one (1) or more advisor trainings;
5. Participate in one (1) or more youth-focused leadership/prevention/advocacy training(s);



6. Foster school and/or community engagement through alcohol and other drug prevention activities, including Environmental Prevention activities and/or service learning projects. Specific responsibilities include:
  - a. Participate in one (1) or more activity each quarter that engages youth in meaningful participation in the community environment;
  - b. Participate in one (1) or more alcohol and other drug prevention activity;
  - c. Collaborate with community organizations to support chapter activities;
7. Submit one (1) or more youth generated chapter highlight for OCFNLP newsletter;
8. Conduct and maintain program data collection and evaluation;
9. Adhere to all district/agency policies and code of conduct.

### **Requirements for Advisor Incentives:**

OCFNLP advisors who meet the eligibility requirements and meet all the requirements stated above have the opportunity to receive an Advisor Incentive. Amounts listed reflect payment distribution for the 2010-2011 fiscal year. Each component may be counted only one time. Maximum obligation is \$700 per site. There is an optional opportunity (described below) for FNL (high school) based chapters for \$100. Verification and completion of all activities by May 1, 2011, is required to receive the full stipend. Payments are made through district contracts.

1. Required Paperwork [\$150];
  - Chapter Profile, Chapter Application, Sign-in Sheets (\$60)
  - Monthly Logs – September through June (\$90)
2. Evaluation and Data Collection [\$150];
  - Retrospective Surveys (\$75)
  - Youth Development Survey (\$75)
3. One (1) or more Advisor Trainings (*i.e., Advisor Kick-off, Advisor 101, Advisor Professional Development Academy*) [\$100];
4. One (1) or more Youth-focused Leadership/Prevention/Advocacy Trainings [\$100];
5. Three (3) school site prevention activities that engage a large portion of the school population (*i.e., AOD prevention activities/projects, and/or service learning projects*) [\$150];
6. Media Input (*i.e., student generated letter, flyer, schoolwide announcements, and/or article submitted to school/local newspaper for AOD education*) [\$50].
7. (Optional for High Schools only) FNL chapter leaders conduct a minimum of three (3) prevention activities at a feeder middle school. [\$100] This opportunity is limited to six (6) high schools. Prior authorization by OCDE is required.

### **OCFNLP Lobbying Prohibition:**

OCFNLP staff, chapter members and advisors are prohibited from lobbying due to public funds used to support the FNL/CL/FNL Kids program.

- In contracts, OCFNLP is committed to education such as providing factual information to anyone on a specific topic.
- Lobbying is considered using any OCFNLP funds, materials or affiliation to influence an elected official (from city councils, school boards, county, state, federal, etc.) to take a particular position or vote a certain way on a specific piece of legislation, policy, bill, ordinance, rule, etc.

For further information, please see the “Lobbying vs. Education” information sheet in your Advisor Handbook.



Orange County Friday Night Live Partnership (OCFNLP) is administered by the Orange County Department of Education with funding from the County of Orange Health Care Agency, Alcohol and Drug Education and Prevention Team.  
OCFNLP contact information: 714/966-4356 • Fax 714/540-2365 • [www.ocfnl.org](http://www.ocfnl.org)



# Lobbying vs. Education

Orange County Friday Night Live Partnership (OCFNLP) staff, chapter members and advisors are prohibited from lobbying due to public funds used to support the FNL/CL/FNL Kids program.

- Lobbying is considered using any OCFNLP funds, materials or affiliation to influence an elected official (from city councils, school boards, county, state, federal, etc.) to take a particular position or vote a certain way on a specific piece of legislation, policy, bill, ordinance, rule, etc.
- In contract, OCFNLP is committed to Education such as providing factual information to anyone on a specific topic.

The following are two examples of Lobbying vs. Education;

Scenario 1: A city council meeting is focused on creating a new tobacco policy for their city. A FNL chapter would like to speak at this meeting because tobacco issues are important to them.

## Lobbying

It would be lobbying if the advisor or any chapter members spoke at the city council meeting asking city council to pass (or veto) this new policy, while representing themselves as FNL/CL/FNL Kids members.

## Education

It would be education if the advisor or any chapter members spoke at the city council meeting providing facts about tobacco (stats from their own findings, city, state, etc.), while representing themselves as FNL/CL/FNL Kids members.

Scenario 2: The State of California is looking into raising alcohol taxes. A FNL chapter would like to provide input on this matter, since they have been working really hard to decrease underage drinking at their school.

## Lobbying

It would be lobbying if the advisor or any chapter member sent a postcard or letter to the state encouraging (or discouraging) the passing of this tax, while representing themselves as FNL/CL/FNL Kids members.

## Education

It would be education if the advisor or any chapter members sent a postcard or letter to the state providing them with facts about underage drinking (stats from their own findings, city, state, etc.), while representing themselves as FNL/CL/FNL Kids members.



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WILLIAM M. HABERMehl  
County Superintendent of Schools

**Declaring Certain Furniture as Unusable, Obsolete, and/or  
Out-of-Date and Ready for Sale, or Destruction**

**EXHIBIT R**

| <b>Quantity</b> | <b>Description</b>              |
|-----------------|---------------------------------|
| 2               | Cabinets – Metal                |
| 2               | Cabinets- Wood                  |
| 11              | TV Carts                        |
| 2               | Compressors w/100 Gal. Air Tank |
| 2               | Desks – Teachers                |
| 1               | 5-Drawer File Cabinet           |
| 2               | BBQ Grills                      |
| 1               | Ice Machine                     |
| 1               | Lathe – Power Matic             |
| 11              | Tables – Round                  |
| 2               | Tables – Misc.                  |
| 2               | Table Saws                      |
| 1               | Weight Machine                  |
| 1               | Work Bench                      |

**Declaring Certain Equipment as Unusable, Obsolete, and/or  
Out-of-Date and Ready for Sale, or Destruction**

| <b>Quantity</b> | <b>Type of Equipment</b>       |
|-----------------|--------------------------------|
| 30              | Computers (CPU's)              |
| 2               | Copy Machines                  |
| 1               | Detacher – Moore Model 3610    |
| 29              | Keyboards                      |
| 1               | Laptop Docking Station         |
| 25              | Monitors                       |
| 16              | Printers                       |
| 1               | Line Matrix Printronix Printer |
| 1               | Projector – LCD                |
| 1               | Projector Overhead             |
| 2               | TV /VCR Combos                 |
| 11              | Televisions                    |
| 2               | Typewriters                    |
| 2               | VCR's                          |

**Declaring Certain Textbooks and Instructional Materials as Unusable, Obsolete and/or Out-of-Date, Damaged, and Ready for Sale or Destruction**

| Description*                          | Quantity | Publication Date | General Condition | Reason for Disposition | Compliant With Current Instructional Standards (Yes or No) ** |
|---------------------------------------|----------|------------------|-------------------|------------------------|---|
| <b>Various Science Books</b>          |          |                  |                   |                        |   |
| Holt Science Spectrum                 | 2        | Outdated         | Fair              | Obsolete               | No<br>To be sold  |
| Glencoe Life Science                  | 5        | Outdated         | Fair              | Obsolete               | No<br>To be sold  |
| Prentice Life Science Exploration     | 6        | Outdated         | Fair              | Obsolete               | No<br>To be sold  |
| <b>Various Math Books</b>             |          |                  |                   |                        |   |
| Prentice Hall Pre- Algebra            | 5        | Outdated         | Fair              | Obsolete               | No<br>To be sold  |
| <b>Various Books</b>                  |          |                  |                   |                        |   |
| Advanced AutoCAD                      | 40       | Outdated         | Fair              | Obsolete               | No<br>To be sold  |
| Dynamics of Acting                    | 4        | Outdated         | Fair              | Obsolete               | No<br>To be sold  |
| Legendary Characters                  | 26       | Outdated         | Fair              | Obsolete               | No<br>To be sold  |
| Misc. Library Books                   | 382      | Outdated         | Fair              | Obsolete               | No<br>To be sold  |
| Magical Myths                         | 44       | Outdated         | Fair              | Obsolete               | No<br>To be sold  |
| Microsoft Office                      | 40       | Outdated         | Fair              | Obsolete               | No<br>To be sold  |
| Stage and School                      | 50       | Outdated         | Fair              | Obsolete               | No<br>To be sold  |
| <b>Various Reading / Writing book</b> |          |                  |                   |                        |   |
| Adventures for Readers                | 8        | Outdated         | Fair              | Obsolete               | No<br>To be sold  |
| Readers Digest HB                     | 13       | Outdated         | Fair              | Obsolete               | No<br>To be sold  |
| Tragedy of Macbeth                    | 20       | Outdated         | Fair              | Obsolete               | No<br>To be sold  |
| Writing & Grammar                     | 24       | Outdated         | Fair              | Obsolete               | No<br>To be sold  |
| <b>Various Spanish Books</b>          |          |                  |                   |                        |   |
| Como Se Escribe                       | 40       | Outdated         | Fair              | Obsolete               | No<br>To be sold  |

| Description*                                   | Quantity | Publication Date | General Condition | Reason for Disposition | Compliant With Current Instructional Standards (Yes or No) ** |
|--|----------|------------------|-------------------|------------------------|---|
| <b>Various Science Books</b>                   |          |                  |                   |                        |   |
| Writing & Grammar Teachers Handbook            | 4        | Outdated         | Fair              | Obsolete               | No<br>To be sold  |
| Elements of Literature 3 <sup>rd</sup> Edition | 346      | Outdated         | Fair              | Obsolete               | No<br>To be sold  |
| <b>Various Social Studies Books</b>            |          | Outdated         | Fair              | Obsolete               | No<br>To be sold  |
| American Journey                               | 28       | Outdated         | Fair              | Obsolete               | No<br>To be sold  |

**ANAHEIM UHSD**

**PURCHASE ORDER DETAIL REPORT  
BOARD OF TRUSTEES MEETING 02/10/2011**

FROM 01/11/2011 TO 01/31/2011

| <u>PO NUMBER</u> | <u>VENDOR</u>                  | <u>PO TOTAL</u> | <u>ACCOUNT AMOUNT</u> | <u>ACCOUNT NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u>            |
|------------------|--------------------------------|-----------------|-----------------------|-----------------------|---|
| E64A0198         | ADVOCATES 4 EDUCATION LLC      | 15,000.00       | 15,000.00             | 0153381010 5805       | SP PR ADM/ECIA1/INSTR / INSTRUCTIONAL PROF    |
| E64A0199         | APPLIED SCHOLASTICS INTERNATIO | 15,000.00       | 15,000.00             | 0153381010 5805       | SP PR ADM/ECIA1/INSTR / INSTRUCTIONAL PROF    |
| E64A0200         | ARRIBA EDUCATION               | 15,000.00       | 15,000.00             | 0153381010 5805       | SP PR ADM/ECIA1/INSTR / INSTRUCTIONAL PROF    |
| E64A0201         | TOTAL EDUCATION SOLUTIONS      | 10,000.00       | 10,000.00             | 0153381010 5805       | SP PR ADM/ECIA1/INSTR / INSTRUCTIONAL PROF    |
| E64A0202         | TUTORING CLUB                  | 15,000.00       | 15,000.00             | 0153381010 5805       | SP PR ADM/ECIA1/INSTR / INSTRUCTIONAL PROF    |
| E64A0203         | ULTIMATE SUCCESS LEARNING PROG | 15,000.00       | 15,000.00             | 0153381010 5805       | SP PR ADM/ECIA1/INSTR / INSTRUCTIONAL PROF    |
| E64A0204         | TUTORING CLUB OF CYPRESS       | 15,000.00       | 15,000.00             | 0153381010 5805       | SP PR ADM/ECIA1/INSTR / INSTRUCTIONAL PROF    |
| E64A0205         | XAMAZE IN HOME TUTORING        | 15,000.00       | 15,000.00             | 0153381010 5805       | SP PR ADM/ECIA1/INSTR / INSTRUCTIONAL PROF    |
| E64A0206         | VITAL LINK ORANGE COUNTY       | 10,000.00       | 10,000.00             | 0117393010 5805       | INSTR SVC/VEA-2B/INSTR / INSTRUCTIONAL PROF   |
| E64A0207         | GRUPO CRECER                   | 25,000.00       | 10,000.00             | 0120381110 5805       | TITLE I - PARENTING / INSTRUCTIONAL PROF      |
| E64A0208         | T. DAVIS AND ASSOCIATES        | 19,219.00       | 15,000.00             | 0120456010 5805       | ANAHEIM/EIALEP/INSTR / INSTRUCTIONAL PROF     |
| E64A0209         | MAXIMUS INC.                   | 37,500.00       | 19,219.00             | 0104104072 5810       | CERT HR/GENL ADM / NON-INSTRUCTIONAL PROF     |
| E64A0210         | KAGAN PROFESSIONAL             | 3,749.00        | 37,500.00             | 0106106072 5810       | BUSINESS/GENL ADM / NON-INSTRUCTIONAL         |
| E64C0152         | MC MASTER CARR SUPPLY COMPANY  | 66.92           | 3,749.00              | 0140381510 5805       | SO/ECIA 1-PROF DEV/INSTR / INSTRUCTIONAL      |
| E64C0177         | EDUCATIONAL TESTING SERVICE    | 450.00          | 66.92                 | 0128235081 4355       | CY/HVAC/MO / MAINTENANCE SUPPLIES             |
| E64C0178         | ORANGE COUNTY SANDBAGGER       | 395.85          | 450.00                | 0152152030 4310       | PUPIL TEST/TEST / INSTRUCTIONAL MATL &        |
| E64C0179         | GOLDEN STATE PAVING CO INC     | 2,497.00        | 395.85                | 0111220081 4347       | OPERATIONS - GENERAL / OPERATIONS SUPPLIES -  |
| E64C0180         | J AND A FENCE                  | 7,800.00        | 2,497.00              | 0122238081 5610       | MA/PAVING/MO / REPAIRS/MAINT - O/S SERVICES   |
| E64C0181         | ABE'S PLUMBING                 | 3,639.00        | 7,800.00              | 0121232081 5610       | WESTERN/FENCE/MO / REPAIRS/MAINT - O/S        |
| E64C0182         | DIGITAL ELECTRIC               | 160.00          | 3,639.00              | 0121239081 5610       | WESTERN/PLUMB/MO / REPAIRS/MAINT - O/S        |
| E64C0183         | J AND A FENCE                  | 300.00          | 160.00                | 0125231081 5610       | KA/ELECTRIC/MO / REPAIRS/MAINT - O/S SERVICES |
| E64C0184         | WESTERN STATE DESIGN INC       | 981.56          | 300.00                | 0128232081 5610       | CY/FENCE/MO / REPAIRS/MAINT - O/S SERVICES    |
| E64C0185         | JETS WEST JETTING AND DRAIN CL | 275.00          | 981.56                | 0147230081 5610       | HOPE/GENERAL/MO / REPAIRS/MAINT - O/S         |
|                  |                                |                 | 275.00                | 0122239081 5610       | MA/PLUMB/MO / REPAIRS/MAINT - O/S SERVICES    |

**ANAHEIM UHSD**

**PURCHASE ORDER DETAIL REPORT**  
BOARD OF TRUSTEES MEETING 02/10/2011

FROM 01/11/2011 TO 01/31/2011

| <u>PO NUMBER</u> | <u>VENDOR</u>                  | <u>PO TOTAL</u> | <u>ACCOUNT AMOUNT</u> | <u>ACCOUNT NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u>            |
|------------------|--------------------------------|-----------------|-----------------------|-----------------------|---|
| E64C0186         | CDW GOVERNMENT INC.            | 68,527.88       | 68,527.88             | 0108527010 6490       | MICROSOFT SETTLEMENT / EQUIPMENT - OTHER      |
| E64C0187         | ALVARADO PAINTING, A           | 1,161.00        | 1,161.00              | 0132237081 5610       | OR/PAINT/MO / REPAIRS/MAINT - O/S SERVICES    |
| E64C0188         | JM AND J CONTRACTORS           | 1,395.00        | 1,395.00              | 0121230081 5610       | WESTERN/GENERAL/MO / REPAIRS/MAINT - O/S      |
| E64C0189         | ABE'S PLUMBING                 | 2,700.00        | 2,700.00              | 0132239081 5610       | OR/PLUMB/MO / REPAIRS/MAINT - O/S SERVICES    |
| E64C0190         | ABE'S PLUMBING                 | 4,100.00        | 4,100.00              | 0120239081 5610       | ANAHEIM/PLUMB/MO / REPAIRS/MAINT - O/S        |
| E64C0191         | ABE'S PLUMBING                 | 4,457.00        | 4,457.00              | 0122239081 5610       | MA/PLUMB/MO / REPAIRS/MAINT - O/S SERVICES    |
| E64C0192         | ALVARADO PAINTING, A           | 500.00          | 500.00                | 0122237081 5610       | MA/PAINT/MO / REPAIRS/MAINT - O/S SERVICES    |
| E64C0193         | ICS SERVICE CO                 | 2,000.00        | 2,000.00              | 0140231081 5610       | SOUTH/ELECTRIC/MO / REPAIRS/MAINT - O/S       |
| E64C0194         | ICS SERVICE CO                 | 2,000.00        | 2,000.00              | 0125231081 5610       | KA/ELECTRIC/MO / REPAIRS/MAINT - O/S SERVICES |
| E64C0195         | CASE AND SONS CONSTRUCTION INC | 13,820.45       | 13,820.45             | 1441700681 5610       | GIL W/BUILDING/M&O / REPAIRS/MAINT - O/S      |
| E64C0196         | DHK PLUMBING AND PIPING        | 6,779.72        | 6,779.72              | 0150239081 5610       | ADMIN/PLUMB/MO / REPAIRS/MAINT - O/S          |
| E64C0197         | PARAMOUNT PAINTING INC         | 1,650.00        | 1,650.00              | 0134237081 5610       | WA/PAINT/MO / REPAIRS/MAINT - O/S SERVICES    |
| E64C0198         | ADVANCED AUTOMATED SYSTEMS     | 1,000.00        | 1,000.00              | 0138235081 5610       | BALL/HVAC/MO / REPAIRS/MAINT - O/S SERVICES   |
| E64C0199         | H AND E EQUIPMENT SERVICES     | 2,000.00        | 2,000.00              | 0110230081 5610       | MAINTENANCE/MO / REPAIRS/MAINT - O/S          |
| E64C0200         | ALVARADO PAINTING, A           | 1,200.00        | 400.00                | 0121237081 5610       | WESTERN/PAINT/MO / REPAIRS/MAINT - O/S        |
|                  |                                |                 | 800.00                | 0132237081 5610       | OR/PAINT/MO / REPAIRS/MAINT - O/S SERVICES    |
| E64C0201         | ALVARADO PAINTING, A           | 2,770.00        | 2,770.00              | 0132237081 5610       | OR/PAINT/MO / REPAIRS/MAINT - O/S SERVICES    |
| E64C0203         | SIMPLEXGRINNELL                | 1,000.00        | 1,000.00              | 0121231081 5610       | WESTERN/ELECTRIC/MO / REPAIRS/MAINT - O/S     |
| E64C0204         | BEST ROOFING AND WATERPROOFING | 2,000.00        | 2,000.00              | 0121241081 5610       | WESTERN/ROOF/MO / REPAIRS/MAINT - O/S         |
| E64C0205         | ABE'S PLUMBING                 | 2,400.00        | 2,400.00              | 0120239081 5610       | ANAHEIM/PLUMB/MO / REPAIRS/MAINT - O/S        |
| E64C0206         | CLASSIC PARTY RENTALS          | 1,120.00        | 1,120.00              | 0152152030 5620       | PUPIL TEST/TEST / RENTALS/OPERATING LEASES    |
| E64C0207         | CLIMATEC BUILDING TECHNOLOGIES | 7,457.00        | 7,457.00              | 0110235081 4347       | MAINTENANCE/HVAC/MO / OPERATIONS SUPPLIES     |
| E64C0209         | BROOKS INSTALLATIONS           | 1,500.00        | 1,500.00              | 0128230081 5610       | CY/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES  |
| E64C0210         | ALVARADO PAINTING, A           | 400.00          | 400.00                | 0148237081 5610       | HANDEL/PAINT/MO / REPAIRS/MAINT - O/S         |

**ANAHEIM UHSD**

**PURCHASE ORDER DETAIL REPORT**  
BOARD OF TRUSTEES MEETING 02/10/2011

FROM 01/11/2011 TO 01/31/2011

| <u>PO NUMBER</u> | <u>VENDOR</u>                  | <u>PO TOTAL</u> | <u>ACCOUNT AMOUNT</u> | <u>ACCOUNT NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u>           |
|------------------|--------------------------------|-----------------|-----------------------|-----------------------|--|
| E64C0212         | CLIMATEC BUILDING TECHNOLOGIES | 1,500.00        | 1,500.00              | 0132235081 5610       | OR/HVAC/MO / REPAIRS/MAINT - O/S SERVICES    |
| E64C0213         | KNORR SYSTEMS                  | 2,000.00        | 2,000.00              | 0127240081 5610       | KE/POOL/MO / REPAIRS/MAINT - O/S SERVICES    |
| E64C0214         | ALVARADO PAINTING, A           | 400.00          | 400.00                | 0135237081 5610       | DALE/PAINT/MO / REPAIRS/MAINT - O/S SERVICES |
| E64C0215         | ALVARADO PAINTING, A           | 1,360.00        | 1,360.00              | 0122237081 5610       | MA/PAINT/MO / REPAIRS/MAINT - O/S SERVICES   |
| E64C0217         | ABE'S PLUMBING                 | 895.00          | 895.00                | 0131239081 5610       | BR/PLUMB/MO / REPAIRS/MAINT - O/S SERVICES   |
| E64C0218         | JETS WEST JETTING AND DRAIN CL | 1,500.00        | 1,500.00              | 0137239081 5610       | SY/PLUMB/MO / REPAIRS/MAINT - O/S SERVICES   |
| E64C0219         | ALVARADO PAINTING, A           | 600.00          | 600.00                | 0132237081 5610       | OR/PAINT/MO / REPAIRS/MAINT - O/S SERVICES   |
| E64C0220         | TANDUS US INC                  | 1,192.18        | 1,192.18              | 0110233081 4355       | MAINTENANCE/FLOOR/MO / MAINTENANCE           |
| E64C0224         | CLASSIC PARTY RENTALS          | 560.50          | 560.50                | 0152152030 5620       | PUPIL TEST/TEST / RENTALS/OPERATING LEASES   |
| E64R0696         | TROXELL COMMUNICATIONS INC     | 936.34          | 936.34                | 0123381010 4310       | SA/TITLE /INSTR / INSTRUCTIONAL MATL &       |
| E64R0945         | ACSA'S FOUNDATION FOR EDUC. AD | 275.00          | 275.00                | 0104104072 5880       | CERT HR/GENL ADM / OTHER OPERATING           |
| E64R1029         | CLAIM RETENTION SERVICES       | 130.00          | 130.00                | 0177177072 5810       | RISK MANAGEMENT / NON-INSTRUCTIONAL PROF     |
| E64R1043         | WEST MUSIC                     | 1,901.20        | 1,901.20              | 0116468010 4310       | LOTTERY/RESTRICTED/INSTR / INSTRUCTIONAL     |
| E64R1045         | DIGITAL ELECTRIC               | 1,980.00        | 1,980.00              | 0134231081 5610       | WA/ELECTRIC/MO / REPAIRS/MAINT - O/S         |
| E64R1046         | COAST 2 COAST BANNERS          | 803.28          | 403.28                | 0132000010 4310       | OR/INSTR / INSTRUCTIONAL MATL & SUPPLIES     |
|                  |                                |                 | 400.00                | 0132025040 4310       | OR/ANCIL / INSTRUCTIONAL MATL & SUPPLIES     |
| E64R1047         | MC MAHAN BUSINESS INTERIORS    | 715.14          | 715.14                | 0120013010 4310       | ANAHEIM/HECT/INSTR / INSTRUCTIONAL MATL &    |
| E64R1048         | LAKESHORE CURRICULUM           | 3,020.88        | 3,020.88              | 0119283011 4310       | SYS/INSTR / INSTRUCTIONAL MATL & SUPPLIES    |
| E64R1049         | WARD'S NATURAL SCIENCE EST     | 2,461.01        | 2,461.01              | 0128591510 4310       | CY/LOCAL GRANT & GIFT / INSTRUCTIONAL MATL   |
| E64R1050         | BARNES AND NOBLE               | 119.08          | 119.08                | 0128545010 4110       | CY/AVID DESTINATION GRADUAT / APPROVED       |
| E64R1051         | OFFICE DEPOT                   | 294.17          | 147.10                | 0121381510 4310       | WE/ECS I - PROF DEVELOP/INSTR /              |
|                  |                                |                 | 147.07                | 0121456010 4310       | WESTERN/EIALEP/INSTR / INSTRUCTIONAL MATL    |
| E64R1052         | GLASBY MAINTENANCE SUPPLY CO.  | 972.23          | 972.23                | 0144591510 4310       | LEX/LOC GRANT/GIFT / INSTRUCTIONAL MATL &    |
| E64R1053         | ORANGE COUNTY REGISTER         | 509.76          | 509.76                | 0112112072 4320       | PURCHASING/GENL ADM / OTHER OFFICE/MISC      |



**ANAHEIM UHSD**

**PURCHASE ORDER DETAIL REPORT**  
BOARD OF TRUSTEES MEETING 02/10/2011

FROM 01/11/2011 TO 01/31/2011

| PO NUMBER | VENDOR                         | PO TOTAL  | ACCOUNT AMOUNT | ACCOUNT NUMBER  | PSEUDO/OBJECT DESCRIPTION                 |
|-----------|--------------------------------|-----------|----------------|-----------------|---|
| E64R1054  | PINNACLE CLAIMS MANAGEMENT INC | 520.00    | 520.00         | 6900690060 5812 | HEALTH AND WELF/ENTERP / ADMIN FEE -      |
| E64R1055  | KEENAN ASSOCIATES              | 8,000.00  | 8,000.00       | 6800680060 5811 | WORKERS COMP/ENTERP / ADMIN FEE - WORKERS |
| E64R1056  | STATE OF CALIFORNIA            | 34,798.97 | 34,798.97      | 6800680060 5811 | WORKERS COMP/ENTERP / ADMIN FEE - WORKERS |
| E64R1057  | SCHOOL SERVICES OF CALIFORNIA  | 1,050.00  | 1,050.00       | 0106106072 5210 | BUSINESS/GENL ADM / TRAVEL AND CONFERENCE |
| E64R1058  | MC MAHAN BUSINESS INTERIORS    | 2,904.09  | 2,904.09       | 0124000010 4310 | LOARA/INSTR / INSTRUCTIONAL MATL &        |
| E64R1059  | ORANGE COUNTY TRANSIT AUTHORIT | 6,773.50  | 6,773.50       | 0100902010 5880 | OCDE MCKINNEY-VENTO ACT / OTHER           |
| E64R1060  | PINNACLE CLAIMS MANAGEMENT INC | 390.00    | 390.00         | 6900690060 5812 | HEALTH AND WELF/ENTERP / ADMIN FEE -      |
| E64R1061  | PAXTON PATTERSON               | 2,479.50  | 2,479.50       | 0144591510 4310 | LEX/LOC GRANT/GIFT / INSTRUCTIONAL MATL & |
| E64R1062  | GARDENA VALLEY NEWS            | 388.31    | 388.31         | 0125023010 5810 | KA/JOURNALISM/INSTR / NON-INSTRUCTIONAL   |
| E64R1063  | CITY OF ANAHEIM                | 3,312.00  | 3,312.00       | 0120140027 5810 | ANAHEIM/SCH ADM / NON-INSTRUCTIONAL PROF  |
| E64R1064  | MC MAHAN BUSINESS INTERIORS    | 717.32    | 717.32         | 0142159510 4320 | OXFORD/ACCTS RECEIVABLE / OTHER           |
| E64R1065  | HM LIFE INSURANCE COMPANY      | 77,922.94 | 77,922.94      | 6900690060 5812 | HEALTH AND WELF/ENTERP / ADMIN FEE -      |
| E64R1066  | JAIMEZ, ARTURO                 | 242.50    | 242.50         | 0140140027 5454 | SOUTH/SCH ADM/SCH ADM / LIABILITY CLAIM   |
| E64R1067  | BEYER BARBER COMPANY           | 2,000.00  | 2,000.00       | 6900690060 5895 | HEALTH AND WELF/ENTERP / CLAIMS -         |
| E64R1068  | CRYSTAL CLEANERS               | 731.58    | 731.58         | 0123008081 5560 | SA/VOCAL MUSIC/M & O / LAUNDRY            |
| E64R1069  | SCHOLASTIC BOOK FAIRS          | 307.69    | 307.69         | 0122000024 4315 | MA/L M T / LIBRARY/MEDIA/TECH SUPPLIES    |
| E64R1070  | BOSE CORPORATION               | 1,370.16  | 1,370.16       | 0128393010 4410 | CY/VEA-2B/INSTR / EQUIPMENT -             |
| E64R1071  | WILLIAM V MACGILL AND COMPANY  | 696.36    | 696.36         | 0168140027 4320 | GI SOUTH/SCH ADM/SCH ADM / OTHER          |
| E64R1072  | B AND H PHOTO VIDEO INC        | 14,975.29 | 14,144.44      | 0127393010 4310 | KE/VEA-2B/INSTR / INSTRUCTIONAL MATL &    |
| E64R1073  | DEMCO INC                      | 169.70    | 169.70         | 0147257081 4347 | KE/VEA-2B/INSTR / EQUIPMENT -             |
| E64R1074  | OCDE                           | 1,400.00  | 1,400.00       | 0120283011 5210 | SEVER HDCP/MO/SEV / OPERATIONS SUPPLIES - |
| E64R1075  | NORTH ORANGE COUNTY REGIONAL   | 425.82    | 425.82         | 0123393010 1199 | SPECIAL YOUTH SERVICES / TRAVEL AND       |
| E64R1076  | SCIENCE KIT INC AND BOREAL     | 319.52    | 319.52         | 0122031010 4310 | SA/VEA-2B/INSTR / TEACHER SALARY          |
|           |                                |           |                |                 | MA/CHEM/INSTR / INSTRUCTIONAL MATL &      |

**ANAHEIM UHSD**

**PURCHASE ORDER DETAIL REPORT**  
BOARD OF TRUSTEES MEETING 02/10/2011

FROM 01/11/2011 TO 01/31/2011

| <u>PO NUMBER</u> | <u>VENDOR</u>                  | <u>PO TOTAL</u> | <u>ACCOUNT AMOUNT</u> | <u>ACCOUNT NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u>   |
|------------------|--------------------------------|-----------------|-----------------------|-----------------------|--|
| E64R1077         | SO CAL DECA                    | 75.00           | 75.00                 | 0124393110 5210       | VEA PERKINS STUDENT ORG LOARA / TRAVEL   |
| E64R1078         | PROFESSIONAL AND SCIENTIFIC AS | 200.00          | 200.00                | 0117371021 5210       | CaMSP/MATH & SCIENCE PARTNER / TRAVEL AND  |
| E64R1079         | SOLANO COUNTY OFFICE OF EDUCAT | 790.00          | 790.00                | 0142393010 5210       | OXFORD/VEA-2B/INSTR / TRAVEL AND   |
| E64R1080         | LOARA ASB                      | 511.25          | 511.25                | 0124393110 5620       | VEA PERKINS STUDENT ORG LOARA /  |
| E64R1081         | TEACHER'S DISCOVERY            | 193.14          | 193.14                | 0144591510 4310       | LEX/LOC GRANT/GIFT / INSTRUCTIONAL MATL &  |
| E64R1082         | REGISTRATIONS FOR YOU          | 1,420.00        | 1,420.00              | 0120405010 5210       | TRANSP GRANT/INSTR / TRAVEL AND  |
| E64R1083         | SOCIAL STUDIES SCHOOL SERVICE  | 253.40          | 253.40                | 0144591510 4310       | LEX/LOC GRANT/GIFT / INSTRUCTIONAL MATL &  |
| E64R1084         | ALVARADO PAINTING, A           | 375.00          | 375.00                | 0122237081 5610       | MA/PAINT/MO / REPAIRS/MAINT - O/S SERVICES   |
| E64R1085         | MC MAHAN BUSINESS INTERIORS    | 338.21          | 338.21                | 0144591527 4320       | LEX/LOC GRANT/GIGT/SCHL ADM / OTHER  |
| E64R1086         | M.P. SOUTH INC                 | 1,435.00        | 1,435.00              | 0149230081 5610       | GLOVER/GEN MAINT/MO / REPAIRS/MAINT - O/S  |
| E64R1087         | BROOKS INSTALLATIONS           | 970.00          | 970.00                | 0132230081 5610       | OR/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES   |
| E64R1088         | F.M. THOMAS AIR CONDITIONING I | 6,165.00        | 6,165.00              | 0120235081 5610       | ANAHEIM/HVAC/MO / REPAIRS/MAINT - O/S  |
| E64R1089         | ALVARADO PAINTING, A           | 1,895.00        | 1,895.00              | 0147025040 5610       | HOPE/ASB/ANCILLARY / REPAIRS/MAINT - O/S   |
| E64R1090         | AAHPERD                        | 3,300.00        | 3,300.00              | 0151326010 5210       | PEP GRANT/INSTR / TRAVEL AND CONFERENCE  |
| E64R1091         | FREESTYLE PHOTOGRAPHIC SUPPLIE | 4,149.02        | 4,149.02              | 0127009010 4310       | KE/PHOTO/INSTR / INSTRUCTIONAL MATL &  |
| E64R1092         | INTERNATIONAL CENTER FOR LEADE | 2,370.00        | 2,370.00              | 0153399021 5210       | TITLE II IMPR TCHR QUAL - ED / TRAVEL AND  |
| E64R1093         | NATIONAL COUNCIL FOR COMMUNITY | 6,950.00        | 4,865.00              | 0115532021 5210       | AN/GREAR UP/INSTR / TRAVEL AND CONFERENCE  |
| E64R1094         | SAN DIEGO COUNTY OFFICE OF EDU | 250.00          | 250.00                | 0164160521 5210       | ANAHEIM/EIALEP/INSTR / TRAVEL AND  |
| E64R1095         | SCHOOL SPECIALTY INC           | 217.49          | 217.49                | 0137000027 4320       | LO/TITLE I/INSTRUCTIONAL / TRAVEL AND  |
| E64R1096         | FOLLETT EDUCATIONAL SERVICES   | 742.22          | 742.22                | 0121004010 4310       | TCHR CRED BLOCK GNT - BTSA / TRAVEL AND  |
| E64R1097         | B AND H PHOTO VIDEO INC        | 1,293.39        | 696.35                | 0128393010 4310       | SY/SCHOOL ADMINISTRATION / OTHER   |
| E64R1098         | BSN SPORTS                     | 670.46          | 597.04                | 0128393010 4410       | WESTERN/ENGLISH/INSTR / INSTRUCTIONAL  |
|                  |                                |                 | 670.46                | 0134054010 4310       | CY/VEA-2B/INSTR / INSTRUCTIONAL MATL &<br>CY/VEA-2B/INSTR / EQUIPMENT -<br>WA/AFTSCHL/ANCIL / INSTRUCTIONAL MATL & |

**ANAHEIM UHSD**

**PURCHASE ORDER DETAIL REPORT**  
BOARD OF TRUSTEES MEETING 02/10/2011

FROM 01/11/2011 TO 01/31/2011

| <u>PO NUMBER</u> | <u>VENDOR</u>           | <u>PO TOTAL</u> | <u>ACCOUNT AMOUNT</u> | <u>ACCOUNT NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u>         |
|------------------|-------------------------|-----------------|-----------------------|-----------------------|--|
| E64R1099         | US GAMES INC            | 1,834.85        | 1,834.85              | 0142025040 4310       | OXFORD/ANCIL / INSTRUCTIONAL MATL &        |
| E64R1100         | GOPHER SPORTS EQUIPMENT | 168.66          | 168.66                | 0120027010 4310       | ANAHEIM/PHYS ED/INSTR / INSTRUCTIONAL MATL |
| E64R1101         | SCHOOL SPECIALTY INC    | 239.44          | 239.44                | 0120004010 4310       | ANAHEIM/ENGLISH/INSTR / INSTRUCTIONAL      |
| E64R1102         | S.P.A.R.K.              | 1,964.22        | 1,964.22              | 0140025040 4310       | SOUTH/ANCIL / INSTRUCTIONAL MATL &         |
| E64R1103         | SCHOOL SPECIALTY INC    | 307.15          | 307.15                | 0147140027 4320       | HOPE/SCHOOL ADMINISTRATION / OTHER         |
| E64R1104         | RAYVERN LIGHTING SUPPLY | 64.71           | 64.71                 | 0144131081 4310       | LEX/CUSTODIAL/MO / INSTRUCTIONAL MATL &    |
| E64R1105         | DATA IMPRESSIONS        | 724.60          | 724.60                | 0123257011 4310       | SEVER HDCP/SE SEP CL/SEV / INSTRUCTIONAL   |
| E64R1106         | DATA IMPRESSIONS        | 869.37          | 869.37                | 0142140027 4320       | OXFORD/SCH ADM/SCH ADM / OTHER             |
| E64R1107         | DATA IMPRESSIONS        | 310.03          | 310.03                | 0132001024 4315       | LIBRARY / LIBRARY/MEDIA/TECH SUPPLIES      |
| E64R1108         | SEHI COMPUTER PRODUCTS  | 196.40          | 196.40                | 0128005010 4310       | CY/ART/INSTR / INSTRUCTIONAL MATL &        |
| E64R1109         | GOV CONNECTION          | 225.07          | 225.07                | 0132252011 4310       | OR/MILD MODERATE/SE SEP CL/NSP /           |
| E64R1110         | SEHI COMPUTER PRODUCTS  | 115.34          | 115.34                | 0144140027 4320       | LEX/SCH ADM/SCH ADM / OTHER OFFICE/MISC    |
| E64R1111         | GOV CONNECTION          | 126.22          | 126.22                | 0119283032 4320       | SYS/PSYCH / OTHER OFFICE/MISC SUPPLIES     |
| E64R1112         | SEHI COMPUTER PRODUCTS  | 63.26           | 63.26                 | 0125252011 4310       | KA/MILD MODERATE/SE SEP CL/NSP /           |
| E64R1113         | GOV CONNECTION          | 117.73          | 117.73                | 0119283032 4320       | SYS/PSYCH / OTHER OFFICE/MISC SUPPLIES     |
| E64R1114         | GOV CONNECTION          | 89.48           | 89.48                 | 0119283032 4320       | SYS/PSYCH / OTHER OFFICE/MISC SUPPLIES     |
| E64R1115         | GOV CONNECTION          | 341.28          | 341.28                | 0172172072 4320       | SAFE SCHOOLS / OTHER OFFICE/MISC SUPPLIES  |
| E64R1116         | GOV CONNECTION          | 57.27           | 57.27                 | 0125251011 4310       | COMM HDCP/SE SEP CL/NSP / INSTRUCTIONAL    |
| E64R1117         | SUPPLYMASTER            | 277.31          | 277.31                | 0144591510 4310       | LEX/LOC GRANT/GIFT / INSTRUCTIONAL MATL &  |
| E64R1118         | SEHI COMPUTER PRODUCTS  | 155.08          | 155.08                | 0144591510 4310       | LEX/LOC GRANT/GIFT / INSTRUCTIONAL MATL &  |
| E64R1119         | SCHOLASTIC INC.         | 313.17          | 313.17                | 0120000024 4210       | ANAHEIM/L M T / BOOKS AND REFERENCE        |
| E64R1120         | STAPLES ADVANTAGE       | 52.70           | 52.70                 | 0124393010 4310       | LOARA/VEA-2B/INSTR / INSTRUCTIONAL MATL &  |
| E64R1121         | OTHER WORLD COMPUTING   | 5,356.12        | 5,356.12              | 0124393010 4310       | LOARA/VEA-2B/INSTR / INSTRUCTIONAL MATL &  |
| E64R1122         | NASCO MODESTO           | 836.84          | 836.84                | 0144591510 4310       | LEX/LOC GRANT/GIFT / INSTRUCTIONAL MATL &  |

**ANAHEIM UHSD**

**PURCHASE ORDER DETAIL REPORT  
BOARD OF TRUSTEES MEETING 02/10/2011**

FROM 01/11/2011 TO 01/31/2011

| <u>PO NUMBER</u> | <u>VENDOR</u>                | <u>PO TOTAL</u> | <u>ACCOUNT AMOUNT</u> | <u>ACCOUNT NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u>            |
|------------------|------------------------------|-----------------|-----------------------|-----------------------|---|
| E64R1123         | NYSTROM                      | 290.84          | 290.84                | 0168252011 4310       | MILD MODERATE/SE SEP CL/NSV /                 |
| E64R1124         | SUPPLYMASTER                 | 1,254.58        | 1,254.58              | 0123456010 4310       | SAVE/ALEP/INSTR / INSTRUCTIONAL MATL &        |
| E64R1125         | SEHI COMPUTER PRODUCTS       | 2,050.46        | 2,050.46              | 0122456010 4310       | MA/EIALEP/INSTR / INSTRUCTIONAL MATL &        |
| E64R1126         | BLX GROUP LLC                | 3,750.00        | 3,750.00              | 2500730072 5880       | BRIDGE COPS/ADM / OTHER OPERATING             |
| E64R1127         | ANAHEIM CHAMBER OF COMMERCE  | 200.00          | 200.00                | 0102102071 5310       | SUPT/BRD SUPT / DUES AND MEMBERSHIPS          |
| E64R1128         | WESTGROUP DESIGNS            | 1,920.00        | 1,920.00              | 2523733085 6212       | SAV/GENL FAC/FAC ACQ / PLANNING - ARCHITECT   |
| E64R1129         | WESTGROUP DESIGNS            | 2,870.00        | 2,870.00              | 2523733085 6212       | SAV/GENL FAC/FAC ACQ / PLANNING - ARCHITECT   |
| E64R1130         | JM AND J CONTRACTORS         | 16,000.00       | 16,000.00             | 1441700681 5610       | GIL W/BUILDING/M&O / REPAIRS/MAINT - O/S      |
| E64R1131         | BROOKS INSTALLATIONS         | 1,750.00        | 1,750.00              | 0125230081 5610       | KA/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES  |
| E64R1132         | CHOURA EVENTS                | 2,387.25        | 887.25                | 0128140027 5620       | CY/SCH ADM/SCH ADM / RENTALS/OPERATING        |
| E64R1133         | GOLDEN STATE PAVING CO INC   | 1,500.00        | 1,500.00              | 0152152030 5620       | PUPIL TEST/TEST / RENTALS/OPERATING LEASES    |
| E64R1134         | CAL TRACK RECONDITIONING     | 5,258.85        | 5,258.85              | 0148230081 5610       | WESTERN/PAVING/MO / REPAIRS/MAINT - O/S       |
| E64R1135         | MC MAHAN BUSINESS INTERIORS  | 2,845.99        | 2,845.99              | 0108108077 4320       | HANDE/LGENERAL/MO / REPAIRS/MAINT - O/S       |
| E64R1136         | STATE OF CALIFORNIA          | 250.00          | 250.00                | 0121230081 5610       | INFO SYSTEM/DP / OTHER OFFICE/MISC SUPPLIES   |
| E64R1137         | CABE                         | 2,840.00        | 2,840.00              | 0163456021 5210       | WESTERN/GENERAL/MO / REPAIRS/MAINT - O/S      |
| E64R1138         | THIRTY THIRD DISTRICT PTA    | 300.00          | 300.00                | 0163456021 5210       | EIALEP / SUPR INST / TRAVEL AND CONFERENCE    |
| E64R1139         | NATIONAL COUNCIL OF          | 85.38           | 85.38                 | 0125381010 4310       | EIALEP / SUPR INST / TRAVEL AND CONFERENCE    |
| E64R1140         | WHY TRY INC.                 | 550.48          | 550.48                | 0135381010 4310       | KA/ECIAI/INSTR / INSTRUCTIONAL MATL &         |
| E64R1141         | THINK IT BY HAND             | 2,656.22        | 2,656.22              | 0153381021 4320       | DALE/ECIAI/INSTR / INSTRUCTIONAL MATL &       |
| E64R1142         | GLOBAL CTI GROUP             | 2,265.00        | 2,265.00              | 0108108077 5880       | SP PR ADM/ECIAI/SUPV INST / OTHER OFFICE/MISC |
| E64R1143         | PTOUCHDIRECT INC.            | 354.90          | 354.90                | 0140140027 4320       | INFO SYSTEM/DP / OTHER OPERATING EXPENSES     |
| E64R1144         | LIBRARY VIDEO COMPANY        | 244.89          | 244.89                | 0128000010 4310       | SOUTH/SCH ADM/SCH ADM / OTHER OFFICE/MISC     |
| E64R1145         | FOLLETT EDUCATIONAL SERVICES | 1,687.80        | 1,687.80              | 0116468010 4150       | CY/INSTR / INSTRUCTIONAL MATL & SUPPLIES      |
|                  |                              |                 |                       |                       | LOTTERY/RESTRICTED/INSTR / TEXTS - STATE      |

**ANAHEIM UHSD**

**PURCHASE ORDER DETAIL REPORT**  
BOARD OF TRUSTEES MEETING 02/10/2011

FROM 01/11/2011 TO 01/31/2011

| <u>PO NUMBER</u> | <u>VENDOR</u>                  | <u>PO TOTAL</u> | <u>ACCOUNT AMOUNT</u> | <u>ACCOUNT NUMBER</u> | <u>PSEUDO/OBJECT DESCRIPTION</u>           |
|------------------|--------------------------------|-----------------|-----------------------|-----------------------|--|
| E64R1146         | PERLMUTTER PURCHASING POWER    | 1,716.08        | 1,716.08              | 0120456010 4310       | ANAHEIM/EIALEP/INSTR / INSTRUCTIONAL MATL  |
| E64R1147         | SUPPLYMASTER                   | 453.29          | 453.29                | 0123456010 4310       | SA/EIALEP/INSTR / INSTRUCTIONAL MATL &     |
| E64R1148         | BSN SPORTS                     | 760.16          | 760.16                | 0122028010 4410       | MA/ATHLET/INSTR / EQUIPMENT -              |
| E64R1149         | CDW GOVERNMENT INC.            | 36.87           | 36.87                 | 0120252011 4310       | ANA/MILD MODERATE/SE SEP CLNS /            |
| E64R1150         | MACKIN LIBRARY MEDIA           | 2,175.00        | 2,175.00              | 0144591510 4210       | LEX/LOC GRANT/GIFT / BOOKS AND REFERENCE   |
| E64R1151         | BSN SPORTS                     | 1,217.20        | 1,217.20              | 0142054040 4310       | OXFORD/AFTSCHL/ANCILARY / INSTRUCTIONAL    |
| E64R1152         | BSN SPORTS                     | 407.54          | 407.54                | 0144054040 4310       | LEX/AFTSCHL/ANCIL / INSTRUCTIONAL MATL &   |
| E64R1153         | CITY OF ANAHEIM                | 2,760.00        | 2,760.00              | 0123025040 5880       | SA/ASB/ANCIL / OTHER OPERATING EXPENSES    |
| E64R1154         | OPTIMIZED CABLE COMPANY        | 391.43          | 391.43                | 0144591510 4310       | LEX/LOC GRANT/GIFT / INSTRUCTIONAL MATL &  |
| E64R1155         | SILVER STATE COACH INC         | 3,318.00        | 3,318.00              | 0123506010 5620       | SA/PUENTE/INSTR / RENTALS/OPERATING LEASES |
| E64R1156         | OFFICE DEPOT                   | 60.90           | 60.90                 | 0144473810 4310       | LEX/ELAP/INSTR / INSTRUCTIONAL MATL &      |
| E64R1157         | SUPPLYMASTER                   | 277.31          | 277.31                | 0144591510 4310       | LEX/LOC GRANT/GIFT / INSTRUCTIONAL MATL &  |
| E64R1158         | BARNES AND NOBLE               | 904.71          | 904.71                | 0142000024 4210       | OXFORD/L M T / BOOKS AND REFERENCE         |
| E64R1159         | HARRIS OFFICE PRODUCTS         | 237.31          | 237.31                | 0120252011 4310       | ANA/MILD MODERATE/SE SEP CLNS /            |
| E64R1160         | WARDS MEDIA TECH               | 998.33          | 488.29                | 0144591510 4310       | LEX/LOC GRANT/GIFT / INSTRUCTIONAL MATL &  |
| E64R1161         | STAPLES ADVANTAGE              | 835.17          | 510.04                | 0144591510 4410       | LEX/LOC GRANT/GIFT / EQUIPMENT -           |
| E64R1162         | AVID CENTER                    | 500.00          | 44.86                 | 0122381010 4310       | MA/ECIA/INSTR / INSTRUCTIONAL MATL &       |
| E64R1163         | BUREAU OF EDUCATION AND RESEAR | 215.00          | 790.31                | 0122456010 4310       | MA/EIALEP/INSTR / INSTRUCTIONAL MATL &     |
| E64R1164         | GROSH SCENIC STUDIO            | 448.23          | 500.00                | 0125445010 5880       | KA/AVID/SUPV INST / OTHER OPERATING        |
| E64R1165         | BILINGUAL DICTIONARIES INC.    | 1,782.63        | 215.00                | 0125381510 5210       | KA/TITLE I/PPD/INSTRUCTION / TRAVEL AND    |
| E64R1166         | SCHOOLMASTERS                  | 119.45          | 448.23                | 0120423010 5620       | AN/PERFORM ARTS/PROD ACADEMY /             |
| E64R1167         | RS ROOFING                     | 1,250.00        | 1,782.63              | 0122456010 4310       | MA/EIALEP/INSTR / INSTRUCTIONAL MATL &     |
|                  |                                |                 | 119.45                | 0132000027 4310       | OR/SCHOOL ADMINISTRATION / INSTRUCTIONAL   |
|                  |                                |                 | 1,250.00              | 0131241081 5610       | BR/ROOF/MO / REPAIRS/MAINT - O/S SERVICES  |

**ANAHEIM UHSD**

**PURCHASE ORDER DETAIL REPORT  
BOARD OF TRUSTEES MEETING 02/10/2011**

FROM 01/11/2011 TO 01/31/2011

| <u>PO NUMBER</u> | <u>VENDOR</u>                  | <u>PO TOTAL</u> | <u>ACCOUNT AMOUNT</u> | <u>ACCOUNT NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u>            |
|------------------|--------------------------------|-----------------|-----------------------|-----------------------|---|
| E64R1168         | WALTERS FLOORING INC           | 800.00          | 800.00                | 0132233081 5610       | OR/FLOOR/MO / REPAIRS/MAINT - O/S SERVICES    |
| E64R1169         | FLINN SCIENTIFIC INC           | 132.46          | 132.46                | 0122031010 4310       | MA/CHEM/INSTR / INSTRUCTIONAL MATL &          |
| E64R1170         | SUPPLYMASTER                   | 155.11          | 155.11                | 0128140027 4320       | CY/SCH ADM/SCH ADM / OTHER OFFICE/MISC        |
| E64R1171         | SWRCB ACCOUNTING OFFICE        | 1,008.00        | 1,008.00              | 0113201836 5880       | TRANS/TRN-RG/TRANS / OTHER OPERATING          |
| E64R1172         | FULLERTON CIVIC LIGHT OPERA CO | 244.69          | 244.69                | 0120423010 5620       | AN/PERFORM ARTS/PROD ACADEMY /                |
| E64R1173         | CODE 4 MEDIA GROUP INC         | 436.50          | 436.50                | 0120423010 5620       | AN/PERFORM ARTS/PROD ACADEMY /                |
| E64R1174         | PACIFIC COAST ENTERTAINMENT    | 1,631.26        | 1,631.26              | 0120423010 5620       | AN/PERFORM ARTS/PROD ACADEMY /                |
| E64R1175         | PACIFIC COAST ENTERTAINMENT    | 615.08          | 615.08                | 0120423010 4320       | AN/PERFORM ARTS/PROD ACADEMY / OTHER          |
| E64R1176         | ACORN MEDIA                    | 115.21          | 115.21                | 0122252011 4110       | MA/MILD MODERATE/SE SEP CL/NSE / APPROVED     |
| E64R1177         | CAHPERD                        | 2,587.00        | 2,587.00              | 0151326010 5210       | PEP GRANT/INSTR / TRAVEL AND CONFERENCE       |
| E64R1178         | JOBS AVAILABLE                 | 35.00           | 35.00                 | 0105105072 4320       | CLASS HR/GENL ADM / OTHER OFFICE/MISC         |
| E64R1179         | SAN DIEGO COUNTY OFFICE OF EDU | 43.50           | 43.50                 | 0164160521 4310       | TCHR CRED BLOCK GNT - BTSA / INSTRUCTIONAL    |
| E64R1180         | TEACHER'S DISCOVERY            | 164.11          | 164.11                | 0144591510 4310       | LEX/LOC GRANT/GIFT / INSTRUCTIONAL MATL &     |
| E64R1181         | M.P. SOUTH INC                 | 2,395.00        | 2,395.00              | 0128159585 6126       | A/R SITE BILLING / SITE IMPR FENCE/BKSTOP/ETC |
| E64R1182         | OCDE                           | 1,030.00        | 1,030.00              | 0140381010 5880       | SOUTH/ECIA/INSTR / OTHER OPERATING            |
| E64R1183         | SOLANO COUNTY OFFICE OF EDUCAT | 395.00          | 395.00                | 0124393010 5210       | LOARA/VEA-2B/INSTR / TRAVEL AND               |
| E64R1184         | CSPCA                          | 1,118.00        | 1,118.00              | 0105105072 5310       | CLASS HR/GENL ADM / DUES AND MEMBERSHIPS      |
| E64R1185         | PRIMARY AND MULTISPECIALITY CL | 35.00           | 35.00                 | 0105105072 5810       | CLASS HR/GENL ADM / NON-INSTRUCTIONAL         |
| E64R1186         | SOLANO COUNTY OFFICE OF EDUCAT | 395.00          | 395.00                | 0127393110 5210       | VEA PERKINS STUDENT ORG KENNEDY / TRAVEL      |
| E64R1187         | OCDE                           | 450.00          | 450.00                | 0137421010 5210       | SYCAMORE/QEIA/INSTRUCTION / TRAVEL AND        |
| E64R1188         | DEVELOPMENTAL RESOURCES INC    | 258.00          | 258.00                | 0140381510 5210       | SO/ECIA 1-PROF DEV/INSTR / TRAVEL AND         |
| E64R1189         | CAHPERD                        | 680.00          | 680.00                | 0137421010 5210       | SYCAMORE/QEIA/INSTRUCTION / TRAVEL AND        |
| E64R1190         | BUREAU OF EDUCATION AND RESEAR | 215.00          | 215.00                | 0119283021 5210       | SYS/SUPV INST / TRAVEL AND CONFERENCE         |
| E64R1191         | CINTAS FIRE PROTECTION         | 404.52          | 404.52                | 0150230081 5610       | ADMIN/GENERAL/MO / REPAIRS/MAINT - O/S        |

**ANAHEIM UHSD**

**PURCHASE ORDER DETAIL REPORT**  
BOARD OF TRUSTEES MEETING 02/10/2011

FROM 01/11/2011 TO 01/31/2011

| <u>PO NUMBER</u> | <u>VENDOR</u>                  | <u>PO TOTAL</u> | <u>ACCOUNT AMOUNT</u> | <u>ACCOUNT NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u>         |
|------------------|--------------------------------|-----------------|-----------------------|-----------------------|--|
| E64R1192         | AMERICAN INSTITUTE OF ARCHITEC | 721.00          | 721.00                | 0156156072 5310       | FACILITIES/GENL ADM / DUES AND MEMBERSHIPS |
| E64R1193         | CMAA                           | 120.00          | 120.00                | 0156156072 5310       | FACILITIES/GENL ADM / DUES AND MEMBERSHIPS |
| E64R1194         | C.A.S.H.                       | 707.00          | 707.00                | 0156156072 5310       | FACILITIES/GENL ADM / DUES AND MEMBERSHIPS |
| E64R1196         | OCDE                           | 1,030.00        | 30.00                 | 0132025040 5880       | OR/ANCIL / OTHER OPERATING EXPENSES        |
|                  |                                |                 | 1,000.00              | 0132592510 5880       | OR/COLLEGE PARK/INSTR / OTHER OPERATING    |
| E64R1197         | WALKERS DELI                   | 178.35          | 178.35                | 0151326010 4390       | PEP GRANT/INSTR / MEETING EXPENSE - FOOD   |
| E64R1198         | VARITEK INC.                   | 265.54          | 265.54                | 0120140027 5610       | ANAHEIM/SCH ADM / REPAIRS/MAINT - O/S      |
| E64R1199         | WALKERS DELI                   | 178.35          | 178.35                | 0151326010 4390       | PEP GRANT/INSTR / MEETING EXPENSE - FOOD   |
| E64R1200         | HEALTH ED.                     | 338.00          | 338.00                | 0163456021 5210       | EIALEP / SUPR INST / TRAVEL AND CONFERENCE |
| E64S0218         | CERTIFIED ART SUPPLY           | 261.00          | 261.00                | 0100000000 9320       | GEN FUND/INC & BALANCE SHEET / STORES      |
| E64S0219         | LIBERTY FLAGS                  | 1,546.43        | 1,546.43              | 0100000000 9320       | GEN FUND/INC & BALANCE SHEET / STORES      |
| E64S0220         | UNITED HEALTH SUPPLIES INC     | 34.84           | 34.84                 | 0100000000 9320       | GEN FUND/INC & BALANCE SHEET / STORES      |
| E64S0221         | SCANTRON CORPORATION           | 6,186.95        | 6,186.95              | 0100000000 9320       | GEN FUND/INC & BALANCE SHEET / STORES      |
| E64S0222         | SPINTAR PRESENTATION PRODUCTS  | 729.25          | 729.25                | 0100000000 9320       | GEN FUND/INC & BALANCE SHEET / STORES      |
| E64S0223         | CONTINENTAL CHEMICAL AND SANIT | 4,124.29        | 4,124.29              | 0100000000 9320       | GEN FUND/INC & BALANCE SHEET / STORES      |
| E64S0224         | RANCHO JANITORIAL SUPPLIES     | 389.93          | 389.93                | 0100000000 9320       | GEN FUND/INC & BALANCE SHEET / STORES      |
| E64S0225         | HARRIS OFFICE PRODUCTS         | 3,232.75        | 3,232.75              | 0100000000 9320       | GEN FUND/INC & BALANCE SHEET / STORES      |
| E64S0226         | OFFICE DEPOT                   | 3,487.16        | 3,487.16              | 0100000000 9320       | GEN FUND/INC & BALANCE SHEET / STORES      |
| E64S0227         | SCHOOL SPECIALTY INC           | 2,313.80        | 2,313.80              | 0100000000 9320       | GEN FUND/INC & BALANCE SHEET / STORES      |
| E64S0228         | CONTINENTAL CHEMICAL AND SANIT | 261.00          | 261.00                | 0100000000 9320       | GEN FUND/INC & BALANCE SHEET / STORES      |
| E64S0229         | PSS                            | 265.31          | 265.31                | 0100000000 9320       | GEN FUND/INC & BALANCE SHEET / STORES      |
| E64S0230         | GLASBY MAINTENANCE SUPPLY CO.  | 460.40          | 460.40                | 0100000000 9320       | GEN FUND/INC & BALANCE SHEET / STORES      |
| E64S0231         | SUPPLYMASTER                   | 6,296.63        | 6,296.63              | 0100000000 9320       | GEN FUND/INC & BALANCE SHEET / STORES      |
| E64S0232         | SUPPLYMASTER                   | 6,287.23        | 6,287.23              | 0100000000 9320       | GEN FUND/INC & BALANCE SHEET / STORES      |

**ANAHEIM UHSD**

**PURCHASE ORDER DETAIL REPORT  
BOARD OF TRUSTEES MEETING 02/10/2011**

FROM 01/11/2011 TO 01/31/2011

| <u>PO NUMBER</u> | <u>VENDOR</u>                  | <u>PO TOTAL</u> | <u>ACCOUNT AMOUNT</u> | <u>ACCOUNT NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u>          |
|------------------|--------------------------------|-----------------|-----------------------|-----------------------|---|
| E64S0233         | CONTINENTAL CHEMICAL AND SANIT | 12,175.65       | 12,175.65             | 0100000000 9320       | GEN FUND/INC & BALANCE SHEET / STORES       |
| E64S0234         | HARRIS OFFICE PRODUCTS         | 541.66          | 541.66                | 0100000000 9320       | GEN FUND/INC & BALANCE SHEET / STORES       |
| E64S0235         | OFFICE DEPOT                   | 1,214.95        | 1,214.95              | 0100000000 9320       | GEN FUND/INC & BALANCE SHEET / STORES       |
| E64S0236         | STAPLES ADVANTAGE              | 254.48          | 254.48                | 0100000000 9320       | GEN FUND/INC & BALANCE SHEET / STORES       |
| E64S0237         | SCHOOL SPECIALTY INC           | 2,000.00        | 2,000.00              | 0100000000 9320       | GEN FUND/INC & BALANCE SHEET / STORES       |
| E64S0238         | IMPERIAL PRODUCTS INC          | 334.47          | 334.47                | 0100000000 9320       | GEN FUND/INC & BALANCE SHEET / STORES       |
| E64S0239         | CERTIFIED ART SUPPLY           | 833.51          | 833.51                | 0100000000 9320       | GEN FUND/INC & BALANCE SHEET / STORES       |
| E64T0180         | HP DIRECT                      | 32,244.05       | 32,244.05             | 0127456010 4410       | KE/EIALEP/INSTR / EQUIPMENT -               |
| E64T0181         | SEHI COMPUTER PRODUCTS         | 4,154.25        | 4,154.25              | 0125381010 4310       | KA/ECIA1/INSTR / INSTRUCTIONAL MATL &       |
| E64T0182         | ALEKS CORPORATION              | 1,125.00        | 1,125.00              | 0120381010 5880       | ANAHEIM/ECIA1/INSTR / OTHER OPERATING       |
| E64T0183         | APPLE INC                      | 4,214.61        | 4,214.61              | 0153390521 4410       | SP PRGM/ARRA TITLE II D(EETT) / EQUIPMENT - |
| E64T0184         | HP DIRECT                      | 1,036.69        | 1,036.69              | 0124000010 4410       | LOARA/INSTR / EQUIPMENT - NON-CAPITALIZED   |
| E64T0185         | HP DIRECT                      | 877.98          | 877.98                | 0144456010 4410       | LEX/EIALEP/INSTR / EQUIPMENT -              |
| E64T0186         | SEHI COMPUTER PRODUCTS         | 1,764.31        | 1,764.31              | 0144456010 4410       | LEX/EIALEP/INSTR / EQUIPMENT -              |
| E64T0187         | SILLWORKS                      | 869.67          | 869.67                | 0108108077 4320       | INFO SYSTEM/DP / OTHER OFFICE/MISC SUPPLIES |
| E64T0188         | HP DIRECT                      | 871.46          | 871.46                | 0144591510 4410       | LEX/LOC GRANT/GIFT / EQUIPMENT -            |
| E64T0189         | HP DIRECT                      | 2,509.98        | 2,509.98              | 0144456010 4410       | LEX/EIALEP/INSTR / EQUIPMENT -              |
| E64T0190         | HP DIRECT                      | 1,036.69        | 1,036.69              | 0144456010 4410       | LEX/EIALEP/INSTR / EQUIPMENT -              |
| E64T0191         | HP DIRECT                      | 1,036.69        | 1,036.69              | 0144591510 4410       | LEX/LOC GRANT/GIFT / EQUIPMENT -            |
| E64T0192         | INTUIT EDUCATION PROGRAM       | 663.27          | 663.27                | 0124393010 4310       | LOARA/VEA-2B/INSTR / INSTRUCTIONAL MATL &   |
| E64T0193         | HP DIRECT                      | 577.30          | 456.04                | 0125381010 4310       | KA/ECIA1/INSTR / INSTRUCTIONAL MATL &       |
|                  |                                |                 | 121.26                | 0125456010 4310       | KA/EIALEP/INSTR / INSTRUCTIONAL MATL &      |
| E64T0194         | PERIPHERAL SOLUTIONS INC.      | 156.00          | 156.00                | 0131381010 5880       | BR/ECIA1/INSTR / OTHER OPERATING EXPENSES   |
| E64T0195         | SEHI COMPUTER PRODUCTS         | 911.33          | 911.33                | 0120456010 4310       | ANAHEIM/EIALEP/INSTR / INSTRUCTIONAL MATL   |



**ANAHEIM UHSD**

**PURCHASE ORDER DETAIL REPORT**  
BOARD OF TRUSTEES MEETING 02/10/2011

FROM 01/11/2011 TO 01/31/2011

| <u>PO NUMBER</u> | <u>VENDOR</u>                           | <u>PO TOTAL</u>     | <u>ACCOUNT AMOUNT</u> | <u>ACCOUNT NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u>            |
|------------------|---|---------------------|-----------------------|-----------------------|---|
| E64T0196         | SOLARWINDS INC.                         | 1,185.00            | 1,185.00              | 0108108077 5610       | INFO SYSTEM/DP / REPAIRS/MAINT - O/S SERVICES |
| E64T0197         | SEHI COMPUTER PRODUCTS                  | 1,183.75            | 1,183.75              | 0122381010 4310       | MA/ECIA/INSTR / INSTRUCTIONAL MATL &          |
| E64T0198         | KUTA SOFTWARE                           | 574.20              | 574.20                | 0123456010 4310       | SA/EIALEP/INSTR / INSTRUCTIONAL MATL &        |
| E64T0199         | HP DIRECT                               | 4,697.77            | 4,697.77              | 0144591510 4410       | LEX/LOC GRANT/GIFT / EQUIPMENT -              |
| E64T0200         | HP DIRECT                               | 1,386.66            | 1,386.66              | 0144591510 4410       | LEX/LOC GRANT/GIFT / EQUIPMENT -              |
| E64T0201         | HP DIRECT                               | 3,910.78            | 3,910.78              | 0122381010 4410       | MA/ECIA/INSTR / EQUIPMENT -                   |
| E64T0202         | HP DIRECT                               | 29,610.84           | 29,610.84             | 0135456010 4410       | DALE/EIALEP/INSTR / EQUIPMENT -               |
| E64T0203         | ACORN MEDIA                             | 1,604.36            | 1,604.36              | 0124393010 4310       | LOARA/VEA-2B/INSTR / INSTRUCTIONAL MATL &     |
| E64T0205         | CDW GOVERNMENT INC.                     | 13,604.00           | 8,094.00              | 0108108077 4310       | INFO SYSTEM/DP / INSTRUCTIONAL MATL &         |
|                  |   |                     | 5,510.00              | 0108108077 4320       | INFO SYSTEM/DP / OTHER OFFICE/MISC SUPPLIES   |
| E64T0206         | THINKING MAPS INC.                      | 342.37              | 342.37                | 0163456010 5880       | ENG LRNR OFFICE/EIA/LEP /INSTR / OTHER        |
| E64T0207         | NEWS 2 YOU                              | 867.83              | 867.83                | 0147456010 4310       | HOPE/EIALEP/INSTR / INSTRUCTIONAL MATL &      |
| E64X0462         | PARADIGM HEALTHCARE SERVICES            | 165,000.00          | 165,000.00            | 0119320034 5810       | SYS/MEDI-CAL REIM/HEALTH /                    |
| E64X0463         | PARADIGM HEALTHCARE SERVICES            | 25,000.00           | 25,000.00             | 0119320034 5810       | SYS/MEDI-CAL REIM/HEALTH /                    |
|                  | <b>Fund 01 Total:</b>                   | <b>881,677.38</b>   |                       |                       |   |
|                  | <b>Fund 14 Total:</b>                   | <b>29,820.45</b>    |                       |                       |   |
|                  | <b>Fund 25 Total:</b>                   | <b>8,540.00</b>     |                       |                       |   |
|                  | <b>Fund 68 Total:</b>                   | <b>42,798.97</b>    |                       |                       |   |
|                  | <b>Fund 69 Total:</b>                   | <b>80,832.94</b>    |                       |                       |   |
|                  | <b>Total Amount of Purchase Orders:</b> | <b>1,043,669.74</b> |                       |                       |   |

# Purchase Orders - Detail

## Anaheim School Dist/Food Services

2/2/2011 7:38:23 AM

| Vendor Name       |      | PO No.     | P.O. Date                                  | Date Needed | Revised Needed Date | Account No.          | Use Vendor Numbers       |
|-------------------|------|------------|--|-------------|---------------------|----------------------|--------------------------|
| MARTIN MOORE      |      | 24186      | 1/26/2011                                  | 1/26/2011   |                     | 5600                 | <input type="checkbox"/> |
| Qty               | Unit | Item No.   | Description                                |             | Unit Cost           | Extended Cost        |                          |
| 1                 | 1    | Inv 817898 | Remv freezer door handle, clean out        |             | \$360.00            | \$360.00             |                          |
|                   |      |            |  |             |                     | <b>Sales Tax:</b>    | \$0.00                   |
|                   |      |            |  |             |                     | <b>P.O. Total:</b>   | \$360.00                 |
| MARTIN MOORE      |      | 24180      | 1/19/2011                                  | 1/19/2011   |                     | 5600                 | <input type="checkbox"/> |
| Qty               | Unit | Item No.   | Description                                |             | Unit Cost           | Extended Cost        |                          |
| 1                 | 1    | Inv 817897 | Replace roof cap, remove, tighten, install |             | \$2,469.47          | \$2,469.47           |                          |
|                   |      |            |  |             |                     | <b>Sales Tax:</b>    | \$0.00                   |
|                   |      |            |  |             |                     | <b>P.O. Total:</b>   | \$2,469.47               |
| MARTIN MOORE      |      | 24183      | 1/12/2011                                  | 1/12/2011   |                     | 5600                 | <input type="checkbox"/> |
| Qty               | Unit | Item No.   | Description                                |             | Unit Cost           | Extended Cost        |                          |
| 1                 | 1    | Inv 817896 | Remv trim from freezer, repair roof        |             | \$2,069.47          | \$2,069.47           |                          |
|                   |      |            |  |             |                     | <b>Sales Tax:</b>    | \$0.00                   |
|                   |      |            |  |             |                     | <b>P.O. Total:</b>   | \$2,069.47               |
|                   |      |            |  |             |                     | <b>Vendor Total:</b> | \$4,898.94               |
| STAPLES ADVANTAGE |      | 24179      | 1/18/2011                                  | 1/19/2011   |                     | 4300                 | <input type="checkbox"/> |
| Qty               | Unit | Item No.   | Description                                |             | Unit Cost           | Extended Cost        |                          |
| 1                 | 1    | 1111       | Heaters                                    |             | \$212.58            | \$212.58             |                          |
|                   |      |            |  |             |                     | <b>Sales Tax:</b>    | \$0.00                   |
|                   |      |            |  |             |                     | <b>P.O. Total:</b>   | \$212.58                 |
|                   |      |            |  |             |                     | <b>Vendor Total:</b> | \$212.58                 |

Show all data where the Order Date is between 1/11/2011 and 1/31/2011

January 11, 2011 through January 31, 2011

ANAHEIM UHSD 02/01/11 Vendor Check Register Page 1  
 TUE, FEB 01, 2011, 9:19 AM --req: KORR-----leg: 64 -----loc: 64FISCAL--job: 11389320 #J156--prog: CK517 <1.01>--report id: CKRECSOC

FUND: 0101 GENERAL FUND

| Vendor Name           | Vendor ID | Object | Amount    | Check Amt | CK #                                     |
|-----------------------|-----------|--------|-----------|-----------|--|
| AAA ELECTRIC MOTOR SA | V6400033  | 4355   | 75.74     | 75.74     | 00092866V6408656 924 64 6440207330856212 |
| ACOUSTICAL MATERIAL S | V6400070  | 4355   | 220.53    | 220.53    | 00092867                                 |
| AMERICA SHREDDING     | V6409570  | 5810   | 60.00     | 60.00     | 00092868                                 |
| ANAHEIM DISPOSAL      | V6400256  | 5580   | 1,274.61  | 1,274.61  | 00092869                                 |
| AT AND T              | V6400374  | 5918   | 1,062.42  | 1,062.42  | 00092870                                 |
| BEACON DAY SCHOOL     | V6409269  | 5860   | 12,801.04 | 12,801.04 | 00092871                                 |
| BUSINESS MACHINES UNL | V6400636  | 5610   | 344.69    | 344.69    | 00092872                                 |
| CAL LIFT INC          | V6400664  | 5610   | 612.15    | 612.15    | 00092873                                 |
| CALIFORNIA DEPT. OF J | V6400689  | 5880   | 1,786.00  | 1,786.00  | 00092874                                 |
| CART MAN INC, THE     | V6404668  | 5610   | 366.37    | 366.37    | 00092875                                 |
| CINTAS FIRE PROTECTIO | V6409713  | 5610   | 160.00    | 160.00    | 00092876                                 |
| CITY OF ANAHEIM       | V6400957  | 5810   | 787.50    | 787.50    | 00092877                                 |
| CITY OF ANAHEIM       | V6400957  | 5520   | 38,642.73 | 42,538.77 | 00092878                                 |
|                       |           | 5530   | 1,446.60  |           |  |
|                       |           | 5580   | 2,449.44  |           |  |
| COMMUNICATIONS CENTER | V6401037  | 5610   | 1,784.59  | 1,784.59  | 00092879                                 |
| COUNTS, JACKIE        | V6406390  | 5220   | 130.00    | 130.00    | 00092880                                 |
| CRINER, WENDY         | V6410435  | 5220   | 45.00     | 45.00     | 00092881                                 |
| CVT RECYCLING         | V6407455  | 4347   | 50.40     | 50.40     | 00092882                                 |
| FENN TERMITE AND PEST | V6401679  | 4347   | 1,980.00  | 1,980.00  | 00092883                                 |
| FIVE STAR RUBBER STAM | V6405116  | 4320   | 52.22     | 52.22     | 00092884                                 |
| FOUNDATION FOR KOREAN | V6410559  | 4310   | 3,197.26  | 3,197.26  | 00092885                                 |
| FROG ENVIRONMENTAL IN | V6407428  | 5610   | 375.00    | 375.00    | 00092886                                 |

FUND: 0101 GENERAL FUND

| Vendor Name           | Vendor ID | Object       | Amount                  | Check Amt  | CK #     |
|-----------------------|-----------|--------------|-------------------------|------------|----------|
| FULLERTON ACE HARDWAR | V6405244  | 4310         | 48.23                   | 48.23      | 00092887 |
| GAIL MATERIALS        | V6401793  | 4347         | 261.00                  | 261.00     | 00092888 |
| GANAHL LUMBER CO      | V6401804  | 4355         | 92.30                   | 92.30      | 00092889 |
| GANAHL LUMBER CO      | V6401804  | 4355         | 15.30                   | 15.30      | 00092890 |
| GEARY PACIFIC SUPPLY  | V6401824  | 4347         | 108.74                  | 108.74     | 00092891 |
| GENERAL INDUSTRIAL TO | V6401833  | 9320         | 435.87                  | 435.87     | 00092892 |
| GILBERT SOUTH ASB     | V6407543  | 4310         | 462.00                  | 462.00     | 00092893 |
| GOLDEN WEST MEDICAL C | V6401892  | 5810         | 383.00                  | 383.00     | 00092894 |
| GONZALEZ, LAURA       | V6410576  | 5220         | 11.80                   | 11.80      | 00092895 |
| GRAINGER              | V6404982  | 4355         | 340.80                  | 340.80     | 00092896 |
| GUNTHERS ATHLETIC SER | V6401962  | 4310<br>5560 | 476.33<br>348.00        | 824.33     | 00092897 |
| KELLY, JANE           | V6402254  | 5220         | 70.75                   | 70.75      | 00092898 |
| MORRIS, KATHY         | V6402537  | 5220         | 6.50                    | 6.50       | 00092899 |
| PARACLETE FIRE        | V6410162  | 5610         | 148.22                  | 148.22     | 00092900 |
| PENNER PARTITIONS INC | V6403625  | 4355         | 65.25                   | 65.25      | 00092901 |
| PHAM, RICK            | V6406082  | 5220         | 27.00                   | 27.00      | 00092902 |
| PIPS                  | V6407384  | 3601<br>3602 | 185,406.75<br>61,802.25 | 247,209.00 | 00092903 |
| PITNEY BOWES          | V6403677  | 5910         | 5,035.28                | 5,035.28   | 00092904 |
| PRAXAIR               | V6403719  | 4355         | 101.38                  | 101.38     | 00092905 |
| RALPHS GROCERY COMPAN | V6403828  | 4310         | 190.01                  | 190.01     | 00092906 |
| REEL LUMBER SERVICE   | V6403871  | 4310         | 396.11                  | 396.11     | 00092907 |

| Vendor Name           | Vendor ID | Object               | Amount                       | Check Amt | CK #     |
|-----------------------|-----------|----------------------|------------------------------|-----------|----------|
| REFRIGERATION SUPPLIE | V6403873  | 4347                 | 23.21                        | 23.21     | 00092908 |
| REGAL AWARDS          | V6403875  | 4320                 | 43.97                        | 43.97     | 00092909 |
| ROSES HARDWARE        | V6404018  | 4310                 | 35.11                        | 35.11     | 00092910 |
| ROSSIER PARK ELEMENTA | V6404020  | 5860                 | 5,013.50                     | 5,013.50  | 00092911 |
| ROSSIER PARK HIGH SCH | V6405342  | 5860                 | 4,622.00                     | 4,622.00  | 00092912 |
| RUSSELL SIGLER INC.   | V6410420  | 4355                 | 217.30                       | 217.30    | 00092913 |
| SANTOS, RAFAEL        | V6410483  | 5220                 | 30.00                        | 30.00     | 00092914 |
| SCHOLASTIC INC        | V6404150  | 4210                 | 481.25                       | 481.25    | 00092915 |
| SMART AND FINAL IRIS  | V6404306  | 4310<br>4390         | 263.88<br>161.30             | 425.18    | 00092916 |
| SOUTHERN CALIFORNIA E | V6404370  | 5520                 | 69,092.64                    | 69,092.64 | 00092917 |
| SOUTHERN CALIFORNIA F | V6404371  | 4355                 | 1,053.75                     | 1,053.75  | 00092918 |
| STATE BOARD OF EQUALI | V6404444  | 4381<br>4382         | 347.68<br>761.32             | 1,109.00  | 00092919 |
| STATE BOARD OF EQUALI | V6404444  | 4382                 | 380.66                       | 380.66    | 00092920 |
| TEAM ATHLETICS        | V6409439  | 4310                 | 476.33                       | 476.33    | 00092921 |
| TIME AND ALARM SYSTEM | V6404729  | 4320<br>5610         | 969.83<br>949.75             | 1,919.58  | 00092922 |
| TRAFFIC CONTROL SERVI | V6404774  | 4355                 | 50.24                        | 50.24     | 00092923 |
| UCI WRITING PROJECT   | V6406537  | 5210                 | 960.00                       | 960.00    | 00092924 |
| US AIR CONDITIONING D | V6404317  | 4347                 | 19.27                        | 19.27     | 00092925 |
| WALTERS WHOLESALE     | V6409053  | 4355                 | 115.23                       | 115.23    | 00092926 |
| WESTEL COMMUNICATION  | V6405039  | 4320<br>5610<br>5620 | 2,060.82<br>724.00<br>240.00 | 3,024.82  | 00092927 |

FUND: 0101 GENERAL FUND

| Vendor Name           | Vendor ID | Object | Amount   | Check Amt | CK #     |
|-----------------------|-----------|--------|----------|-----------|----------|
| AAA ELECTRIC MOTOR SA | V6400033  | 4347   | 382.71   | 382.71    | 00092932 |
| ACCURATE LABEL DESIGN | V6405870  | 4320   | 392.95   | 392.95    | 00092933 |
| ACS BILLING SERVICE   | V6400072  | 5580   | 3,365.12 | 3,365.12  | 00092934 |
| ADI                   | V6400095  | 4355   | 315.23   | 315.23    | 00092935 |
| ADVANCED OFFICE SERVI | V6408685  | 4320   | 995.69   | 1,229.69  | 00092936 |
|                       |           | 5610   | 117.00   |           |          |
|                       |           | 5880   | 117.00   |           |          |
| ALEKS CORPORATION     | V6409330  | 4310   | 281.25   | 281.25    | 00092937 |
| ALT REV CASH FUND     | V6405194  | 4210   | 9.68     | 236.00    | 00092938 |
|                       |           | 4310   | 81.73    |           |          |
|                       |           | 4320   | 35.71    |           |          |
|                       |           | 4390   | 108.88   |           |          |
| ALT REV CASH FUND     | V6405195  | 4310   | 272.07   | 892.22    | 00092939 |
|                       |           | 4320   | 251.29   |           |          |
|                       |           | 4347   | 171.41   |           |          |
|                       |           | 5910   | 197.45   |           |          |
| ALT REV CASH FUND     | V6405196  | 4310   | 423.65   | 595.54    | 00092940 |
|                       |           | 4347   | 171.89   |           |          |
| ALT REV CASH FUND     | V6405197  | 4310   | 82.64    | 82.64     | 00092941 |
| ALT REV CASH FUND     | V6405198  | 4320   | 14.25    | 38.01     | 00092942 |
|                       |           | 5910   | 23.76    |           |          |
| ALTERNATIVE REVOLVING | V6400190  | 4310   | 103.41   | 370.44    | 00092943 |
|                       |           | 4320   | 30.35    |           |          |
|                       |           | 4390   | 236.68   |           |          |
| AMERICAN CHEMICAL AND | V6410478  | 9320   | 696.87   | 696.87    | 00092944 |
| B AND K ELECTRIC WHOL | V6400623  | 4355   | 956.71   | 956.71    | 00092945 |
| B AND M LAWN AND GARD | V6400423  | 4347   | 180.34   | 180.34    | 00092946 |

\*\*\* CHECK GAP \*\*\*

FUND: 0101 GENERAL FUND

| Vendor Name           | Vendor ID    | Object | Amount    | Check Amt | CK #     |
|-----------------------|--------------|--------|-----------|-----------|----------|
| BEE BUSTERS           | V6400472     | 5610   | 125.00    | 125.00    | 00092947 |
| BLICK ART MATERIALS   | V6401357     | 4310   | 614.01    | 614.01    | 00092948 |
| BRIGHT, JUDY          | V6402460     | 5210   | 590.92    | 590.92    | 00092949 |
| BSN SPORTS            | V6400615     | 4310   | 1,127.22  | 1,127.22  | 00092950 |
| CAROLINA BIOLOGICAL S | V6400778     | 4310   | 1,511.84  | 1,511.84  | 00092951 |
| CARPENTER, BEN        | V6400479     | 5210   | 651.42    | 651.42    | 00092952 |
| CHILD SHUTTLE         | V6406415     | 5870   | 835.00    | 835.00    | 00092953 |
| CITY OF ANAHEIM       | V6400957     | 5520   | 40,278.37 | 48,230.10 | 00092954 |
|                       |              | 5530   | 2,355.01  |           |          |
|                       |              | 5580   | 5,596.72  |           |          |
| FARMAN, JUANA         | V6406999     | 5220   | 37.50     | 37.50     | 00092955 |
| FIVE STAR RUBBER STAM | V6405116     | 4320   | 28.95     | 28.95     | 00092956 |
| FOTRONIC              | V6410564     | 4320   | 131.00    | 131.00    | 00092957 |
| FOUNTAIN VALLEY SCHOO | V6405391     | 5805   | 3,976.63  | 3,976.63  | 00092958 |
| HERNANDEZ, JOSE       | V6408762     | 5870   | 1,500.00  | 1,500.00  | 00092959 |
| HOLCOMB, TIMOTHY      | V6407944     | 5210   | 480.00    | 480.00    | 00092960 |
| *** VOID CONTINUE *** | VOID.CONTINU |        | 0.00      | 0.00      | 00092961 |
| HOME DEPOT            | V6405234     | 4320   | 33.89     | 1,568.94  | 00092962 |
|                       |              | 4347   | 96.09     |           |          |
|                       |              | 4355   | 1,438.96  |           |          |
| IMAGE APPAREL FOR BUS | V6402628     | 4345   | 2,039.14  | 2,467.67  | 00092963 |
|                       |              | 9320   | 428.53    |           |          |
| IMPERIAL PRODUCTS INC | V6402137     | 4355   | 765.86    | 765.86    | 00092964 |
| INTRADATA INC.        | V6408117     | 5880   | 149.00    | 149.00    | 00092965 |
| IRON MOUNTAIN         | V6409943     | 5812   | 131.00    | 131.00    | 00092966 |

FUND: 0101 GENERAL FUND

| Vendor Name           | Vendor ID | Object | Amount    | Check Amt | CK #     |
|-----------------------|-----------|--------|-----------|-----------|----------|
| J.W. PEPPER AND SON I | V6402214  | 4310   | 489.55    | 489.55    | 00092967 |
| JACKSONS A S BREA     | V6406346  | 4347   | 428.02    | 428.02    | 00092968 |
| JIM DAVIDSON SEWING M | V6409736  | 5610   | 225.23    | 225.23    | 00092969 |
| KATELLA HIGH SCHOOL   | V6402515  | 5810   | 1,799.00  | 1,799.00  | 00092970 |
| LIGHTNER, PAMELA      | V6410580  | 5210   | 24.00     | 24.00     | 00092971 |
| PETITT, CYNTHIA       | V6405571  | 5210   | 445.49    | 445.49    | 00092972 |
| ADAPTIVE BEHAVIOR CEN | V6410421  | 5860   | 9,815.40  | 9,815.40  | 00092973 |
| ANAHEIM UNION HIGH SC | V6400267  | 5454   | 31,219.56 | 31,219.56 | 00092974 |
| APPLE INC             | V6400319  | 4410   | 53,278.22 | 53,278.22 | 00092975 |
| AT AND T              | V6400374  | 5918   | 53.57     | 53.57     | 00092976 |
| BEN'S ASPHALT AND MAI | V6406381  | 5610   | 4,340.00  | 4,340.00  | 00092977 |
| DHK PLUMBING AND PIPE | V6409955  | 5610   | 15,636.67 | 15,636.67 | 00092978 |
| FERGUSON ENTERPRISES  | V6409823  | 4355   | 85.36     | 85.36     | 00092979 |
| GANAHL LUMBER CO      | V6401804  | 4310   | -101.07   | 23.68     | 00092980 |
|                       |           | 4355   | 124.75    |           |          |
| GAS COMPANY, THE      | V6404372  | 5510   | 51,945.57 | 51,945.57 | 00092981 |
| HOME DEPOT            | V6405234  | 4347   | 82.44     | 587.76    | 00092982 |
|                       |           | 4355   | 505.32    |           |          |
| IDMS INC.             | V6408116  | 4320   | 123.67    | 123.67    | 00092983 |
| IMAGE APPAREL FOR BUS | V6402628  | 4345   | 102.04    | 102.04    | 00092984 |
| IMPERIAL PRODUCTS INC | V6402137  | 4355   | 3,860.76  | 3,860.76  | 00092985 |
| IPC USA INC.          | V6410467  | 4381   | 25,043.23 | 69,083.58 | 00092986 |
|                       |           | 4382   | 44,040.35 |           |          |
| JACKSONS A S BREA     | V6406346  | 4347   | 256.44    | 256.44    | 00092987 |



FUND: 0101 GENERAL FUND

| Vendor Name           | Vendor ID | Object | Amount    | Check Amt | CK #     |
|-----------------------|-----------|--------|-----------|-----------|----------|
| JM AND J CONTRACTORS  | V6410460  | 5610   | 2,300.00  | 2,300.00  | 00092988 |
| KNORR SYSTEMS         | V6402610  | 4347   | 3,391.98  | 3,391.98  | 00092989 |
| PIONEER CHEMICAL CO   | V6403672  | 4347   | 107.46    | 107.46    | 00092990 |
| PIONEER STATIONERS IN | V6403676  | 9320   | 297.93    | 297.93    | 00092991 |
| PLA SPORTS            | V6403681  | 4310   | 609.69    | 609.69    | 00092992 |
| POOL SUPPLY OF ORANGE | V6403700  | 4347   | 1,108.38  | 1,108.38  | 00092993 |
| PREMIER AGENDAS INC.  | V6406363  | 4310   | 606.83    | 606.83    | 00092994 |
| PSS                   | V6405735  | 9320   | 30.25     | 30.25     | 00092995 |
| RALPHS GROCERY COMPAN | V6403828  | 4310   | 94.40     | 94.40     | 00092996 |
| RECORDED BOOKS INC    | V6403863  | 4310   | 585.95    | 585.95    | 00092997 |
| REFRIGERATION SUPPLIE | V6403873  | 4347   | 62.58     | 62.58     | 00092998 |
| RUSSELL SIGLER INC.   | V6410420  | 4347   | 824.81    | 824.81    | 00092999 |
| SCHORR METALS INC     | V6404179  | 4355   | 993.20    | 993.20    | 00093000 |
| SIEMENS WATER TECHNOL | V6408457  | 4380   | 249.16    | 249.16    | 00093001 |
| SMART AND FINAL IRIS  | V6404306  | 4310   | 1,181.02  | 1,181.02  | 00093002 |
| SOCCER CENTRAL        | V6404320  | 4310   | 472.52    | 472.52    | 00093003 |
| SOLUTION TREE         | V6403277  | 4310   | 203.55    | 203.55    | 00093004 |
| STATER BROS STORE     | V6404453  | 4310   | 16.90     | 16.90     | 00093005 |
| TARGET STORES         | V6404598  | 4310   | 1,712.67  | 1,712.67  | 00093006 |
| TOYS FOR SPECIAL CHIL | V6401583  | 4310   | 749.95    | 749.95    | 00093007 |
| TWINING LABORATORIES  | V6404809  | 6250   | 433.42    | 433.42    | 00093008 |
| UNISOURCE             | V6405508  | 9320   | 25,756.79 | 25,756.79 | 00093009 |

FUND: 0101 GENERAL FUND

| Vendor Name            | Vendor ID | Object | Amount    | Check Amt | CK #     |
|------------------------|-----------|--------|-----------|-----------|----------|
| WEST PAYMENT CENTER    | V6407958  | 5821   | 120.36    | 120.36    | 00093010 |
| WESTMINSTER SCHOOL DI  | V6405052  | 5805   | 9,853.08  | 9,853.08  | 00093011 |
| WORKPLACE RESOURCE     | V6410498  | 4347   | 1,827.00  | 1,827.00  | 00093012 |
| XEROX                  | V6405124  | 5620   | 1,047.24  | 1,047.24  | 00093013 |
| *** CHECK GAP ***      |           |        |           |           |          |
| ALBERTSONS STORE       | V6400142  | 4310   | 23.67     | 23.67     | 00093019 |
| ANAHEIM DISPOSAL       | V6400256  | 5580   | 3,834.08  | 3,834.08  | 00093020 |
| ART SUPPLY WAREHOUSE   | V6400350  | 4310   | 368.99    | 368.99    | 00093021 |
| ASCD                   | V6400361  | 5310   | 189.00    | 189.00    | 00093022 |
| B AND M LAWN AND GARD  | V6400423  | 4347   | 161.38    | 161.38    | 00093023 |
| BLICK ART MATERIALS    | V6401357  | 4310   | 61.93     | 61.93     | 00093024 |
| BRODHEAD GARRETT COMP  | V6400601  | 4310   | 516.07    | 516.07    | 00093025 |
| BUSH, REBECCA          | V6403854  | 5220   | 14.00     | 14.00     | 00093026 |
| C AND H DISTRIBUTORS   | V6406316  | 4347   | 405.43    | 405.43    | 00093027 |
| CASTELLANOS LJUND, JAZ | V6410597  | 5210   | 48.00     | 48.00     | 00093028 |
| CINNAMON HILLS YOUTH   | V6407425  | 5860   | 11,340.00 | 11,340.00 | 00093029 |
| CITY OF ANAHEIM        | V6400957  | 5520   | 37.65     | 4,838.62  | 00093030 |
|                        |           | 5580   | 4,800.97  |           |          |
| COLLEGE BOARD          | V6401012  | 4310   | 545.00    | 545.00    | 00093031 |
| CONSOLIDATED DISPOSAL  | V6401069  | 5580   | 6,198.34  | 6,198.34  | 00093032 |
| CREATIVE COOKBOOK      | V6400684  | 4310   | 3,239.00  | 3,239.00  | 00093033 |
| CRINER, WENDY          | V6410435  | 5220   | 99.50     | 99.50     | 00093034 |
| CRYSTAL CLEANERS       | V6410548  | 5560   | 731.58    | 731.58    | 00093035 |

FUND: 0101 GENERAL FUND

| Vendor Name           | Vendor ID | Object                               | Amount  | Check Amt | CK #     |
|-----------------------|-----------|--------------------------------------|---|-----------|----------|
| DEVEREUX ARIZONA      | V6410484  | 5860                                 | 1,636.18  | 1,636.18  | 00093036 |
| GARDENA VALLEY NEWS   | V6401808  | 5810                                 | 388.31  | 388.31    | 00093037 |
| GARZA, OMAR           | V6410553  | 5210                                 | 32.00   | 32.00     | 00093038 |
| H AND E EQUIPMENT SER | V6409994  | 5610                                 | 135.82  | 135.82    | 00093039 |
| HERNANDEZ, JOSE       | V6408762  | 5870                                 | 780.00  | 780.00    | 00093040 |
| HOME DEPOT            | V6405234  | 4347                                 | 19.54   | 19.54     | 00093041 |
| JAIMEZ, ARTURO        | V6410594  | 5454                                 | 242.50  | 242.50    | 00093042 |
| JOSTENS               | V6402437  | 4320                                 | 70.14   | 70.14     | 00093043 |
| LIBRARY SKILLS INC.   | V6409643  | 4310                                 | 308.39  | 308.39    | 00093044 |
| LIBRARY STORE, THE    | V6402737  | 4310                                 | 1,034.94  | 1,034.94  | 00093045 |
| MC FADDEN DALE HARDWA | V6403056  | 4347<br>4355                         | 280.09<br>43.88                                     | 323.97    | 00093046 |
| MOBILE INDUSTRIAL SUP | V6407890  | 4375                                 | 48.00   | 48.00     | 00093047 |
| MONTGOMERY HARDWARE C | V6405624  | 4355                                 | 5,049.80  | 5,049.80  | 00093048 |
| RAYVERN LIGHTING SUPP | V6409867  | 9320                                 | 1,613.85  | 1,613.85  | 00093049 |
| ROSSIER PARK HIGH SCH | V6405342  | 5860                                 | 14,607.50   | 14,607.50 | 00093050 |
| STAPLES ADVANTAGE     | V6410116  | 4320                                 | 250.11  | 250.11    | 00093051 |
| U S BANK              | V6406511  | 4210<br>4310<br>4320<br>5210<br>5880 | 2,004.05<br>110.42<br>88.97<br>1,217.12<br>1,461.89 | 4,882.45  | 00093052 |
| ABE'S PLUMBING        | V6406307  | 5610                                 | 3,639.00  | 3,639.00  | 00093058 |
| CITY OF ANAHEIM       | V6400957  | 5810                                 | 3,312.00  | 3,312.00  | 00093059 |

\*\*\* CHECK GAP \*\*\*

| Vendor Name           | Vendor ID | Object       | Amount         | Check Amt | CK #     |
|-----------------------|-----------|--------------|----------------|-----------|----------|
| A AND W ELECTRIC MOTO | V6400015  | 5610         | 258.14         | 258.14    | 00093061 |
| ACSA'S FOUNDATION FOR | V6400076  | 5880         | 275.00         | 275.00    | 00093062 |
| ADVANCED AUTOMATED SY | V6409772  | 5610         | 645.00         | 645.00    | 00093063 |
| C.I. BUSINESS EQUIPME | V6400653  | 5610         | 275.00         | 275.00    | 00093064 |
| CAHPERD               | V6400661  | 5210         | 398.00         | 398.00    | 00093065 |
| CALIFORNIA DEPARTMENT | V6400687  | 4310         | 981.08         | 981.08    | 00093066 |
| CALIFORNIA SCHOOL MAN | V6409922  | 5810         | 2,300.00       | 2,300.00  | 00093067 |
| CAMERON WELDING SUPPL | V6400741  | 4355<br>5610 | 27.46<br>27.46 | 54.92     | 00093068 |
| CARSON SUPPLY CO      | V6400788  | 4347         | 1,749.80       | 1,749.80  | 00093069 |
| CCIS                  | V6406510  | 5210         | 2,000.00       | 2,000.00  | 00093070 |
| CDW GOVERNMENT INC.   | V6400819  | 4310         | 105.50         | 105.50    | 00093071 |
| CHRISTIAN COMPANY INC | V6400919  | 4355         | 38.06          | 38.06     | 00093072 |
| CLAIM RETENTION SERVI | V6408940  | 5810         | 130.00         | 130.00    | 00093073 |
| CLARK SECURITY PRODUC | V6400966  | 4355         | 2,015.68       | 2,015.68  | 00093074 |
| COCO PRINTING AND GRA | V6410045  | 4320         | 600.85         | 600.85    | 00093075 |
| COMPETITIVE AQUATICS  | V6401046  | 4310         | 244.03         | 244.03    | 00093076 |
| COMPLETE BUSINESS SYS | V6406150  | 4310         | 669.67         | 669.67    | 00093077 |
| CONTINENTAL CHEMICAL  | V6409578  | 9320         | 393.59         | 393.59    | 00093078 |
| COOK EQUIPMENT COMPAN | V6401096  | 4347         | 84.02          | 84.02     | 00093079 |
| CROSS COUNTRY EDUCATI | V6406567  | 5210         | 318.00         | 318.00    | 00093080 |
| CRYSTAL GLASS AND MIR | V6401153  | 4355         | 651.44         | 651.44    | 00093081 |

\*\*\* CHECK GAP \*\*\*

FUND: 0101 GENERAL FUND

| Vendor Name           | Vendor ID | Object       | Amount                  | Check Amt  | CK #     |
|-----------------------|-----------|--------------|-------------------------|------------|----------|
| EMPLOYMENT DEVELOPMEN | V6406444  | 3501<br>3502 | 204,325.88<br>87,568.23 | 291,894.11 | 00093082 |
| FENN TERMITE AND PEST | V6401679  | 4347<br>5610 | 1,071.00<br>1,125.00    | 2,196.00   | 00093083 |
| GILBERT SOUTH ASB     | V6407543  | 4310         | 561.00                  | 561.00     | 00093084 |
| HOME DEPOT            | V6405234  | 4355         | 506.31                  | 506.31     | 00093085 |
| KUSTOM IMPRINTS       | V6408734  | 4310         | 1,311.53                | 1,311.53   | 00093086 |
| LOARA ASB             | V6402803  | 5620         | 511.25                  | 511.25     | 00093087 |
| LOPEZ, CINDY          | V6407771  | 5220         | 37.00                   | 37.00      | 00093088 |
| M.P. SOUTH INC        | V6402889  | 5610         | 1,435.00                | 1,435.00   | 00093089 |
| NASCO MODESTO         | V6403253  | 4310         | 872.64                  | 872.64     | 00093090 |
| NATIONAL GEOGRAPHIC S | V6401980  | 4310         | 1,721.42                | 1,721.42   | 00093091 |
| NORTH ORANGE COUNTY R | V6403384  | 1199         | 425.82                  | 425.82     | 00093092 |
| OAK GROVE INSTITUTE   | V6403402  | 5860         | 1,722.24                | 1,722.24   | 00093093 |
| OC LAND MGMT SERVICE  | V6405473  | 4347         | 150.11                  | 150.11     | 00093094 |
| ORANGE COUNTY CIRCUIT | V6409403  | 4355         | 697.09                  | 697.09     | 00093095 |
| ORANGE COUNTY REGISTE | V6403461  | 4320         | 509.76                  | 509.76     | 00093096 |
| ORANGE COUNTY SANDBAG | V6407703  | 4347         | 395.85                  | 395.85     | 00093097 |
| ORGANIZED SPORTS INC  | V6403474  | 4310         | 320.16                  | 320.16     | 00093098 |
| ORVAC ELECTRONICS     | V6403479  | 4320<br>4355 | 997.39<br>409.94        | 1,407.33   | 00093099 |
| QUAN, LAURA           | V6408366  | 5210         | 149.00                  | 149.00     | 00093100 |
| REGISTRATIONS FOR YOU | V6410301  | 5210         | 1,420.00                | 1,420.00   | 00093101 |
| RYAN, JACQUELINE      | V6410600  | 5210         | 251.80                  | 251.80     | 00093102 |

FUND: 0101 GENERAL FUND

| Vendor Name           | Vendor ID | Object | Amount    | Check Amt | CK #     |
|-----------------------|-----------|--------|-----------|-----------|----------|
| ALVARADO PAINTING, A  | V6406348  | 5610   | 3,086.00  | 3,086.00  | 00093105 |
| CAROLINA BIOLOGICAL S | V6400778  | 4310   | 1,089.83  | 1,089.83  | 00093106 |
| COCO PRINTING AND GRA | V6410045  | 4320   | 2,608.92  | 2,608.92  | 00093107 |
| DATA IMPRESSIONS      | V6410357  | 4320   | 399.95    | 399.95    | 00093108 |
| DAY WIRELESS SYSTEMS  | V6410025  | 4320   | 2,240.99  | 2,547.74  | 00093109 |
|                       | 5610      | 5610   | 306.75    |           |          |
| DEVEREUX TEXAS TREATM | V6401339  | 5860   | 2,271.57  | 2,271.57  | 00093110 |
| DIGITAL ELECTRIC      | V6410370  | 5610   | 160.00    | 160.00    | 00093111 |
| DUNN EDWARDS PAINTS   | V6401448  | 4355   | 176.11    | 176.11    | 00093112 |
| ECONOMY RENTALS INC   | V6401478  | 5610   | 85.64     | 751.47    | 00093113 |
|                       | 5620      | 5620   | 665.83    |           |          |
| ENCORP                | V6409154  | 5610   | 8,500.00  | 8,500.00  | 00093114 |
| EXPRESS PIPE AND SUPP | V6401644  | 4355   | 1,600.98  | 1,600.98  | 00093115 |
| F.M. THOMAS AIR CONDI | V6401651  | 5610   | 4,809.58  | 4,809.58  | 00093116 |
| GRUPO GRECER          | V6409315  | 5805   | 25,000.00 | 25,000.00 | 00093117 |
| J J J FLOOR COVERING  | V6402210  | 5610   | 2,407.00  | 2,407.00  | 00093118 |
| OCDE                  | V6403452  | 5880   | 500.00    | 500.00    | 00093119 |
| OCDE                  | V6403452  | 5805   | 33,254.56 | 33,254.56 | 00093120 |
| ORGANIZED SPORTS INC  | V6403474  | 4310   | 747.77    | 747.77    | 00093121 |
| T MOBILE              | V6410424  | 5918   | 5,686.72  | 5,686.72  | 00093122 |
| ACORN MEDIA           | V6400068  | 4320   | 619.87    | 1,136.43  | 00093123 |
|                       | 5880      | 5880   | 516.56    |           |          |
| ACOUSTICAL MATERIAL S | V6400070  | 4355   | 308.46    | 308.46    | 00093124 |

\*\*\* CHECK GAP \*\*\*

FUND: 0101 GENERAL FUND

| Vendor Name           | Vendor ID | Object       | Amount             | Check Amt | CK #     |
|-----------------------|-----------|--------------|--------------------|-----------|----------|
| ADAPTIVE BEHAVIOR CEN | V6410421  | 5860         | 12,760.02          | 12,760.02 | 00093125 |
| ADT SECURITY SYSTEMS  | V6400100  | 5610         | 496.92             | 496.92    | 00093126 |
| ALEKS CORPORATION     | V6409330  | 5880         | 1,125.00           | 1,125.00  | 00093127 |
| ALL AMERICAN TROPHY E | V6400159  | 4310         | 1,413.75           | 1,413.75  | 00093128 |
| ALVARADO PAINTING, A  | V6406348  | 5610         | 1,895.00           | 1,895.00  | 00093129 |
| APPLE INC             | V6400319  | 4410         | 8,394.94           | 8,394.94  | 00093130 |
| CITY OF ANAHEIM       | V6400957  | 5520<br>5580 | 2,327.36<br>842.67 | 3,170.03  | 00093131 |
| CLAIM RETENTION SERVI | V6408940  | 5810         | 130.00             | 130.00    | 00093132 |
| CONSOLIDATED ELECTRIC | V6407431  | 4355         | 831.88             | 831.88    | 00093133 |
| CROSS COUNTRY EDUCATI | V6406567  | 5210         | 179.00             | 179.00    | 00093134 |
| DIGITAL ELECTRIC      | V6410370  | 5610         | 1,980.00           | 1,980.00  | 00093135 |
| OCDE                  | V6403452  | 5210         | 600.00             | 600.00    | 00093136 |
| T MOBILE              | V6410424  | 5918         | 2,293.77           | 2,293.77  | 00093137 |
| *** CHECK GAP ***     |           |              |                    |           |          |
| FEDERAL EXPRESS       | V6401675  | 5910         | 56.49              | 56.49     | 00093140 |
| FIVE STAR RUBBER STAM | V6405116  | 4320         | 61.27              | 61.27     | 00093141 |
| GANAHL LUMBER CO      | V6401804  | 4355         | 129.91             | 129.91    | 00093142 |
| GLASBY MAINTENANCE SU | V6401863  | 4310         | 972.23             | 972.23    | 00093143 |
| GOLDEN STATE WATER CO | V6408018  | 5530         | 9,650.33           | 9,650.33  | 00093144 |
| GOPHER SPORTS EQUIPME | V6401902  | 4310         | 604.92             | 604.92    | 00093145 |
| GRAINGER              | V6404982  | 4347<br>4355 | 165.18<br>1,865.93 | 2,031.11  | 00093146 |

| Vendor Name           | Vendor ID | Object   | Amount  | Check Amt | CK #     |
|-----------------------|-----------|--|---|-----------|----------|
| GREATER ANAHEIM SELPA | V6401927  | 5805   | 26,411.97   | 26,411.97 | 00093147 |
| GUNTHERS ATHLETIC SER | V6401962  | 4310<br>4320   | 1,130.46<br>810.19  | 1,940.65  | 00093148 |
| HOWARD INDUSTRIES     | V6402088  | 4347   | 10.88   | 10.88     | 00093149 |
| IMPERIAL PRODUCTS INC | V6402137  | 4355   | 618.05  | 618.05    | 00093150 |
| JACKSONS A S BREA     | V6406346  | 4347<br>4355   | 252.16<br>69.75   | 321.91    | 00093151 |
| JEYCO PRODUCTS INC    | V6402332  | 4375   | 3,882.84  | 3,882.84  | 00093152 |
| LAIOLA, JIM           | V6402340  | 5610   | 100.00  | 100.00    | 00093153 |
| OC LAND MGMT SERVICE  | V6405473  | 4347   | 393.64  | 393.64    | 00093154 |
| OFFICE DEPOT          | V6403421  | 4310<br>9320   | 118.55<br>275.57  | 394.12    | 00093155 |
| OROC DOOR CLOSER SERV | V6403472  | 4355   | 1,013.55  | 1,013.55  | 00093156 |
| ORVAC ELECTRONICS     | V6403479  | 4347   | 12.23   | 12.23     | 00093157 |
| IPARADIGMS            | V6405779  | 5880   | 4,020.00  | 4,020.00  | 00093158 |
| *** CHECK GAP ***     |           |  |   |           |          |
| A Z PARTS SALES       | V6409623  | 4376   | 39.44   | 39.44     | 00093160 |
| AAA ELECTRIC MOTOR SA | V6400033  | 4347   | 626.67  | 626.67    | 00093161 |
| ALT REV CASH FUND     | V6405194  | 4314<br>4316<br>4320<br>4321<br>4325<br>4327<br>4336 | 37.27<br>107.18<br>310.34<br>110.96<br>131.11<br>100.20<br>131.03 | 928.09    | 00093162 |
| ALT REV CASH FUND     | V6405195  | 4310<br>4320<br>5880                                 | 626.42<br>310.21<br>285.72  | 1,222.35  | 00093163 |



FUND: 0101 GENERAL FUND

| Vendor Name           | Vendor ID    | Object | Amount    | Check Amt | CK #     |
|-----------------------|--------------|--------|-----------|-----------|----------|
| ALT REV CASH FUND     | V6405195     | 4311   | 37.79     | 636.28    | 00093164 |
|                       |              | 4315   | 115.90    |           |          |
|                       |              | 4318   | 23.91     |           |          |
|                       |              | 4323   | 39.11     |           |          |
|                       |              | 4326   | 10.85     |           |          |
|                       |              | 4327   | 280.03    |           |          |
|                       |              | 4337   | 79.23     |           |          |
|                       |              | 4339   | 49.46     |           |          |
| ALT REV CASH FUND     | V6405196     | 4310   | 87.50     | 165.80    | 00093165 |
|                       |              | 4320   | 78.30     |           |          |
| ALT REV CASH FUND     | V6405197     | 4310   | 76.03     | 160.87    | 00093166 |
|                       |              | 4320   | 84.84     |           |          |
| ALT REV CASH FUND     | V6405198     | 4310   | 696.76    | 930.15    | 00093167 |
|                       |              | 4320   | 169.55    |           |          |
|                       |              | 4390   | 63.84     |           |          |
| ALTERNATIVE REVOLVING | V6400190     | 4320   | 8.68      | 52.26     | 00093168 |
|                       |              | 4337   | 43.58     |           |          |
| ALVARADO, JAVIER      | V6410050     | 5220   | 169.50    | 169.50    | 00093169 |
| APPLETREE ANSWERING S | V6403802     | 4380   | 902.04    | 902.04    | 00093170 |
| *** VOID CONTINUE *** | VOID.CONTINU |        | 0.00      | 0.00      | 00093171 |
| *** VOID CONTINUE *** | VOID.CONTINU |        | 0.00      | 0.00      | 00093172 |
| AT AND T MCI          | V6406157     | 5918   | 14,610.70 | 14,610.70 | 00093173 |
| AWARDS BY PAUL        | V6400412     | 4320   | 31.54     | 31.54     | 00093174 |
| BROOKS INSTALLATIONS  | V6403919     | 5610   | 970.00    | 970.00    | 00093175 |
| BUSWEST LLC           | V6407892     | 4376   | 275.27    | 354.16    | 00093176 |
|                       |              | 4385   | 78.89     |           |          |
| CAL LIFT INC          | V6400664     | 5610   | 290.42    | 290.42    | 00093177 |
| CART MAN INC, THE     | V6404668     | 5610   | 376.18    | 376.18    | 00093178 |
| CITY OF ANAHEIM       | V6400957     | 5880   | 2,760.00  | 2,760.00  | 00093179 |

FUND: 0101 GENERAL FUND

| Vendor Name           | Vendor ID | Object | Amount     | Check Amt  | CK #     |
|-----------------------|-----------|--------|------------|------------|----------|
| CITY OF ANAHEIM       | V6400957  | 5520   | 31,302.12  | 44,765.28  | 00093180 |
|                       |           | 5530   | 4,833.61   |            |          |
|                       |           | 5580   | 8,629.55   |            |          |
| COAST 2 COAST BANNERS | V6410586  | 4310   | 803.27     | 803.27     | 00093181 |
| FERGUSON ENTERPRISES  | V6409823  | 4355   | 68.32      | 68.32      | 00093182 |
| FLINN SCIENTIFIC INC  | V6401708  | 4310   | 2,072.37   | 2,072.37   | 00093183 |
| GANAHL LUMBER CO      | V6401804  | 4355   | 916.82     | 916.82     | 00093184 |
| GENERAL INDUSTRIAL TO | V6401833  | 9320   | 235.38     | 235.38     | 00093185 |
| GIANNELLI ELECTRIC IN | V6401857  | 5610   | 1,400.00   | 1,400.00   | 00093186 |
| GILBERT SOUTH ASB     | V6407543  | 4310   | 561.00     | 561.00     | 00093187 |
| GOLDEN STATE WATER CO | V6408018  | 5530   | 1,128.24   | 1,128.24   | 00093188 |
| GOLDEN WEST MEDICAL C | V6401892  | 5810   | 533.00     | 533.00     | 00093189 |
| GOPHER SPORTS EQUIPME | V6401902  | 4310   | 2,288.72   | 2,288.72   | 00093190 |
| GRAINGER              | V6404982  | 4347   | 431.03     | 1,063.15   | 00093191 |
|                       |           | 4355   | 632.12     |            |          |
| GRAYBAR ELECTRIC COMP | V6401918  | 9320   | 180.87     | 180.87     | 00093192 |
| GST INC.              | V6401950  | 4310   | 137,091.90 | 155,028.28 | 00093193 |
|                       |           | 4410   | 17,936.38  |            |          |
| HERITAGE SCHOOL       | V6402041  | 5860   | 1,734.00   | 1,734.00   | 00093194 |
| HORIZON               | V6408259  | 4347   | 247.95     | 247.95     | 00093195 |
| IBARRA, MIGUEL        | V6409769  | 5220   | 129.26     | 129.26     | 00093196 |
| INLAND TOP SOIL       | V6402153  | 4347   | 467.63     | 467.63     | 00093197 |
| JM AND J CONTRACTORS  | V6410460  | 5610   | 1,395.00   | 1,395.00   | 00093198 |
| LOS AMIGOS HIGH SCHOO | V6410601  | 8699   | 100.00     | 100.00     | 00093199 |

FUND: 0101 GENERAL FUND

| Vendor Name            | Vendor ID | Object       | Amount         | Check Amt | CK #     |
|------------------------|-----------|--------------|----------------|-----------|----------|
| MARTINEZ, DONOVAN      | V6410051  | 5220         | 44.77          | 44.77     | 00093200 |
| NEW HAVEN YOUTH AND F  | V6407247  | 5860         | 2,025.80       | 2,025.80  | 00093201 |
| OAK GROVE INSTITUTE    | V6403402  | 5860         | 250.00         | 250.00    | 00093202 |
| ORANGE COUNTY TRANSIT  | V6406414  | 5880         | 6,773.50       | 6,773.50  | 00093203 |
| PURCHASE POWER         | V6406383  | 5910         | 66.04          | 66.04     | 00093204 |
| SWRCB ACCOUNTING OFFI  | V6407133  | 5880         | 1,008.00       | 1,008.00  | 00093205 |
| U S POST OFFICE        | V6404814  | 5910         | 370.00         | 370.00    | 00093206 |
| UNITED PARCEL SERVICE  | V6408429  | 5910         | 156.49         | 156.49    | 00093207 |
| VERA, CARLOS           | V6408946  | 5220         | 119.50         | 119.50    | 00093208 |
| *** CHECK GAP ***      |           |              |                |           |          |
| A U H S D FOOD SERVIC  | V6400023  | 4390         | 351.88         | 351.88    | 00093211 |
| A1 FLOORING            | V6400031  | 4355         | 144.00         | 144.00    | 00093212 |
| AAA ELECTRIC MOTOR SA  | V6400033  | 4347<br>4355 | 495.78<br>7.94 | 503.72    | 00093213 |
| ACCELERADO ACADEMIC LL | V6410584  | 5805         | 110.00         | 110.00    | 00093214 |
| ACES                   | V6409808  | 5860         | 3,652.50       | 3,652.50  | 00093215 |
| ACTION DOOR REPAIR CO  | V6400981  | 5610         | 1,727.63       | 1,727.63  | 00093216 |
| ALVARADO, JAMES        | V6409462  | 5210         | 877.45         | 877.45    | 00093217 |
| ANAHEIM CHAMBER OF CO  | V6400252  | 5310         | 200.00         | 200.00    | 00093218 |
| ANAHEIM KUMON CENTER   | V6407160  | 5805         | 10,660.00      | 10,660.00 | 00093219 |
| APPLE INC              | V6400319  | 4410         | 359.97         | 359.97    | 00093220 |
| ARAMARK UNIFORM SERVI  | V6407528  | 4388         | 777.87         | 777.87    | 00093221 |
| ART SUPPLY WAREHOUSE   | V6400350  | 4310         | 150.18         | 150.18    | 00093222 |

FUND: 0101 GENERAL FUND

| Vendor Name           | Vendor ID | Object       | Amount             | Check Amt  | CK #     |
|-----------------------|-----------|--------------|--------------------|------------|----------|
| AT AND T              | V6400374  | 5918         | 14,438.17          | 14,438.17  | 00093223 |
| AVEPOINT INC.         | V6410300  | 5880         | 19,222.50          | 19,222.50  | 00093224 |
| AVES AUDIO VISUAL SYS | V6409487  | 4310         | 167.70             | 167.70     | 00093225 |
| AWARDS BY PAUL        | V6400412  | 4320         | 48.94              | 48.94      | 00093226 |
| CDW GOVERNMENT INC.   | V6400819  | 6490         | 68,527.88          | 68,527.88  | 00093227 |
| CHANEY CLEANERS       | V6400862  | 5560         | 255.90             | 255.90     | 00093228 |
| CHRISTIAN COMPANY INC | V6400919  | 4355         | 451.90             | 451.90     | 00093229 |
| CLUB Z                | V6409418  | 5805         | 1,001.74           | 1,001.74   | 00093230 |
| DIDONATO, PATRICIA    | V6407435  | 5220         | 48.00              | 48.00      | 00093231 |
| DIESEL SPECIALISTS    | V6406515  | 4376<br>5610 | 309.94<br>340.00   | 649.94     | 00093232 |
| DRAKE SUPPLY COMPANY  | V6406285  | 4376<br>4385 | 1,179.10<br>359.98 | 1,539.08   | 00093233 |
| GANAHL LUMBER CO      | V6401804  | 4310         | 112.14             | 112.14     | 00093234 |
| GCR TIRE CENTERS      | V6409136  | 4386         | 1,478.95           | 1,478.95   | 00093235 |
| MAXIMUS INC.          | V6405398  | 5810         | 30,000.00          | 30,000.00  | 00093236 |
| NORTH ORANGE COUNTY R | V6403384  | 7223         | 103,296.56         | 103,296.56 | 00093237 |
| OCDE                  | V6403452  | 5870         | 15,724.49          | 15,724.49  | 00093238 |
| PACIFIC COAST SPEECH  | V6410543  | 5810         | 7,462.00           | 7,462.00   | 00093239 |
| PACIFIC TURF EQUIPMEN | V6403502  | 4347         | 659.73             | 659.73     | 00093240 |
| PEARSON EDUCATION     | V6403609  | 4210         | 382.21             | 382.21     | 00093241 |
| PERIPHERAL SOLUTIONS  | V6406788  | 5880         | 156.00             | 156.00     | 00093242 |
| PERLMUTTER PURCHASING | V6409934  | 4310<br>4315 | 4,199.92<br>169.65 | 4,965.53   | 00093243 |

FUND: 0101 GENERAL FUND

| Vendor Name           | Vendor ID | Object | Amount   | Check Amt | CK #     |
|-----------------------|-----------|--------|----------|-----------|----------|
|                       |           | 4320   | 595.96   |           |          |
| POOL SUPPLY OF ORANGE | V6403700  | 4347   | 2,178.44 | 2,178.44  | 00093244 |
| PORTACRAFT INC        | V6408319  | 4355   | 761.25   | 761.25    | 00093245 |
| PRECISION SPEEDOMETER | V6403723  | 4376   | 239.37   | 337.17    | 00093246 |
|                       |           | 5610   | 97.80    |           |          |
| PRINGLES DRAPERIES AN | V6405953  | 4355   | 247.23   | 247.23    | 00093247 |
| PROFESSIONAL TUTORS O | V6407161  | 5805   | 520.00   | 520.00    | 00093248 |
| RALPHS GROCERY COMPAN | V6403828  | 4310   | 87.98    | 87.98     | 00093249 |
| REEL LUMBER SERVICE   | V6403871  | 4355   | 21.38    | 21.38     | 00093250 |
| REFRIGERATION SUPPLIE | V6403873  | 4347   | 383.76   | 383.76    | 00093251 |
| REGAL AWARDS          | V6403875  | 4320   | 534.78   | 534.78    | 00093252 |
| RUSSELL SIGLER INC.   | V6410420  | 4347   | 841.05   | 841.05    | 00093253 |
| STATE OF CALIFORNIA   | V6404447  | 5610   | 250.00   | 250.00    | 00093254 |

TOTAL FOR FUND: 0101 GENERAL FUND 1,914,467.15

FUND: 0101 GENERAL FUND

| Vendor Name | Vendor ID | Object        | Amount              | Check Amt | CK # |
|-------------|-----------|---------------|---------------------|-----------|------|
|             |           | <u>Object</u> | <u>Object Total</u> |           |      |
|             |           | 1199          | 425.82              |           |      |
|             |           | 3501          | 204,325.88          |           |      |
|             |           | 3502          | 87,568.23           |           |      |
|             |           | 3601          | 185,406.75          |           |      |
|             |           | 3602          | 61,802.25           |           |      |
|             |           | 4210          | 2,877.19            |           |      |
|             |           | 4310          | 184,759.88          |           |      |
|             |           | 4311          | 37.27               |           |      |
|             |           | 4314          | 37.27               |           |      |
|             |           | 4315          | 285.55              |           |      |
|             |           | 4316          | 107.18              |           |      |
|             |           | 4318          | 23.91               |           |      |
|             |           | 4320          | 16,596.14           |           |      |
|             |           | 4321          | 110.96              |           |      |
|             |           | 4323          | 39.11               |           |      |
|             |           | 4325          | 131.11              |           |      |
|             |           | 4326          | 10.85               |           |      |
|             |           | 4327          | 380.23              |           |      |
|             |           | 4336          | 131.03              |           |      |
|             |           | 4337          | 122.81              |           |      |
|             |           | 4339          | 49.46               |           |      |
|             |           | 4345          | 2,141.18            |           |      |
|             |           | 4347          | 23,017.52           |           |      |
|             |           | 4355          | 30,699.21           |           |      |
|             |           | 4375          | 3,930.84            |           |      |
|             |           | 4376          | 2,043.12            |           |      |
|             |           | 4380          | 1,151.20            |           |      |
|             |           | 4381          | 25,390.91           |           |      |
|             |           | 4382          | 45,182.33           |           |      |
|             |           | 4385          | 438.87              |           |      |
|             |           | 4386          | 1,478.95            |           |      |
|             |           | 4388          | 777.87              |           |      |
|             |           | 4390          | 922.58              |           |      |
|             |           | 4410          | 79,969.51           |           |      |
|             |           | 5210          | 10,642.20           |           |      |
|             |           | 5220          | 1,020.08            |           |      |
|             |           | 5310          | 389.00              |           |      |
|             |           | 5454          | 31,462.06           |           |      |
|             |           | 5510          | 51,945.57           |           |      |
|             |           | 5520          | 181,680.87          |           |      |
|             |           | 5530          | 19,413.79           |           |      |
|             |           | 5560          | 1,335.48            |           |      |

FUND: 0101 GENERAL FUND

| Vendor Name                       | Vendor ID | Object | Amount       | Check Amt | CK # |
|-----------------------------------|-----------|--------|--------------|-----------|------|
|                                   | 5580      |        | 36,991.50    |           |      |
|                                   | 5610      |        | 66,423.01    |           |      |
|                                   | 5620      |        | 2,464.32     |           |      |
|                                   | 5805      |        | 110,787.98   |           |      |
|                                   | 5810      |        | 47,284.81    |           |      |
|                                   | 5812      |        | 131.00       |           |      |
|                                   | 5821      |        | 120.36       |           |      |
|                                   | 5860      |        | 84,251.75    |           |      |
|                                   | 5870      |        | 18,839.49    |           |      |
|                                   | 5880      |        | 40,156.17    |           |      |
|                                   | 5910      |        | 5,905.51     |           |      |
|                                   | 5918      |        | 38,145.35    |           |      |
|                                   | 6250      |        | 433.42       |           |      |
|                                   | 6490      |        | 68,527.88    |           |      |
|                                   | 7223      |        | 103,296.56   |           |      |
|                                   | 8699      |        | 100.00       |           |      |
|                                   | 9320      |        | 30,345.50    |           |      |
| TOTAL FOR FUND: 0101 GENERAL FUND |           |        | 1,914,467.15 |           |      |

Total Number Of Checks Printed: 367  
 Number Of Void Checks Printed: 3  
 Number Of Actual Checks Printed: 364

ANAHEIM UHSD 02/01/11 Vendor Check Register  
 TUE, FEB 01, 2011, 9:19 AM --req: KORR-----leg: 64 -----loc: 64FISCAL--job: 11389320 #J156--prog: CK517 <1.01>--report id: CKRECSOC

FUND: 1111 ADULT EDUCATION

| Vendor Name  | Vendor ID | Object | Amount | Check Amt         | CK #     |
|--------------|-----------|--------|--------|-------------------|----------|
| T MOBILE     | V6410424  | 5918   | 90.62  | 90.62             | 00093138 |
|              |           |        |        | *** CHECK GAP *** |          |
| AT AND T MCI | V6406157  | 5918   | 112.67 | 112.67            | 00093209 |
|              |           |        |        | *** CHECK GAP *** |          |
| AT AND T     | V6400374  | 5918   | 687.53 | 687.53            | 00093255 |
|              |           |        |        | *** CHECK GAP *** |          |

TOTAL FOR FUND: 1111 ADULT EDUCATION 890.82

| Object | Object Total |
|--------|--------------|
| 5918   | 890.82       |

TOTAL FOR FUND: 1111 ADULT EDUCATION 890.82

Total Number Of Checks Printed: 3  
 Number Of Void Checks Printed: 0  
 Number Of Actual Checks Printed: 3



ANAHEIM UHSD 02/01/11 Vendor Check Register  
 TUE, FEB 01, 2011, 9:19 AM --req: KORR-----leg: 64 -----loc: 64FISCAL--job: 11389320 #JL56--prog: CK517 <1.01>--report id: CKREC50C

FUND: 1414 DEFERRED MAINT

| Vendor Name          | Vendor ID | Object | Amount    | Check Amt | CK #     |
|----------------------|-----------|--------|-----------|-----------|----------|
| JM AND J CONTRACTORS | V6410460  | 5610   | 14,875.00 | 14,875.00 | 00093060 |

\*\*\* CHECK GAP \*\*\*

TOTAL FOR FUND: 1414 DEFERRED MAINT 14,875.00

| Object                              | Object Total |
|-------------------------------------|--------------|
| 5610                                | 14,875.00    |
| TOTAL FOR FUND: 1414 DEFERRED MAINT | 14,875.00    |

Total Number Of Checks Printed: 1  
 Number Of Void Checks Printed: 0  
 Number Of Actual Checks Printed: 1

ANAHEIM UHSD 02/01/11 Vendor Check Register  
 TUE, FEB 01, 2011, 9:19 AM --req: KORR-----leg: 64 ----loc: 64FISCAL--job: 11389320 #J156--prog: CK517 <1.01>--report id: CKREC50C  
 FUND: 2545 CAP FAC AGENCY

| Vendor Name                         | Vendor ID | Object | Amount     | Check Amt  | CK #     |
|-------------------------------------|-----------|--------|------------|------------|----------|
| SILVER CREEK INDUSTRI               | V6407894  | 6270   | 584,041.54 | 584,041.54 | 00093014 |
| TWINING LABORATORIES                | V6404809  | 6250   | 193.13     | 193.13     | 00093015 |
| TOTAL FOR FUND: 2545 CAP FAC AGENCY |           |        | 584,234.67 |            |          |

| Object                              | Object Total |
|-------------------------------------|--------------|
| 6250                                | 193.13       |
| 6270                                | 584,041.54   |
| TOTAL FOR FUND: 2545 CAP FAC AGENCY | 584,234.67   |

Total Number Of Checks Printed: 2  
 Number Of Void Checks Printed: 0  
 Number Of Actual Checks Printed: 2

ANAHEIM UHSD 02/01/11 Vendor Check Register  
 TUE, FEB 01, 2011, 9:19 AM --req: KORR-----leg: 64 ----loc: 64FISCAL--job: 11389320 #J156--prog: CK517 <1.01>--report id: CKRECSOC

FUND: 3535 SCHL FAC

| Vendor Name          | Vendor ID | Object | Amount | Check Amt | CK #     |
|----------------------|-----------|--------|--------|-----------|----------|
| TWINING LABORATORIES | V6404809  | 6250   | 128.75 | 128.75    | 00093016 |

TOTAL FOR FUND: 3535 SCHL FAC 128.75

| Object | Object Total |
|--------|--------------|
| 6250   | 128.75       |

TOTAL FOR FUND: 3535 SCHL FAC 128.75

Total Number Of Checks Printed: 1  
 Number Of Void Checks Printed: 0  
 Number Of Actual Checks Printed: 1

ANAHEIM UHSD 02/01/11 Vendor Check Register  
 TUE, FEB 01, 2011, 9:19 AM --req: KORR-----leg: 64 ----loc: 64FISCAL--job: 11389320 #J156--prog: CK517 <1.01>--report id: CKRECSOC

FUND: 4040 SPECIAL RESERVE

| Vendor Name           | Vendor ID | Object | Amount    | Check Amt         | CK #     |
|-----------------------|-----------|--------|-----------|-------------------|----------|
| TWINING LABORATORIES  | V6404809  | 6250   | 1,113.74  | 1,113.74          | 00093017 |
|                       |           |        |           | *** CHECK GAP *** |          |
| C2 REPROGRAPHICS      | V6408990  | 6274   | 1,578.13  | 1,578.13          | 00093053 |
| JUBANY NAC ARCHITECTU | V6409796  | 6212   | 10,206.36 | 10,206.36         | 00093054 |
|                       |           |        |           | *** CHECK GAP *** |          |
| GHATAODE BANNON ARCHI | V6408656  | 6212   | 1,545.00  | 1,545.00          | 00093256 |

TOTAL FOR FUND: 4040 SPECIAL RESERVE 14,443.23

| Object                               | Object Total |
|--------------------------------------|--------------|
| 6250                                 | 1,113.74     |
| 6212                                 | 11,751.36    |
| 6274                                 | 1,578.13     |
| TOTAL FOR FUND: 4040 SPECIAL RESERVE | 14,443.23    |

Total Number Of Checks Printed: 4  
 Number Of Void Checks Printed: 0  
 Number Of Actual Checks Printed: 4

ANAHEIM UHSD 02/01/11 Vendor Check Register  
 TUE, FEB 01, 2011, 9:19 AM --req: KORR-----leg: 64 ----loc: 64FISCAL--job: 11389320 #J156--prog: CK517 <1.01>--report id: CKRECSOC

FUND: 6768 INS-WCI

| Vendor Name         | Vendor ID | Object | Amount    | Check Amt         | CK #     |
|---------------------|-----------|--------|-----------|-------------------|----------|
| AUHSD               | V6400400  | 5890   | 6,253.93  | 6,253.93          | 00093018 |
|                     |           |        |           | *** CHECK GAP *** |          |
| KEENAN ASSOCIATES   | V6409242  | 5811   | 8,000.00  | 8,000.00          | 00093055 |
|                     |           |        |           | *** CHECK GAP *** |          |
| STATE OF CALIFORNIA | V6404447  | 5811   | 34,798.97 | 34,798.97         | 00093103 |

TOTAL FOR FUND: 6768 INS-WCI 49,052.90

| Object                       | Object Total |
|------------------------------|--------------|
| 5811                         | 42,798.97    |
| 5890                         | 6,253.93     |
| TOTAL FOR FUND: 6768 INS-WCI | 49,052.90    |

Total Number Of Checks Printed: 3  
 Number Of Void Checks Printed: 0  
 Number Of Actual Checks Printed: 3

ANAHEIM UHSD 02/01/11 Vendor Check Register  
 TUE, FEB 01, 2011, 9:19 AM --req: KORR-----leg: 64 -----loc: 64FISCAL--job: 11389320 #JL56--prog: CK517 <1.01>---report id: CKRCSOC

FUND: 6769 INS - H&W

| Vendor Name           | Vendor ID | Object | Amount       | Check Amt         | CK #     |
|-----------------------|-----------|--------|--------------|-------------------|----------|
|                       |           |        |              | *** CHECK GAP *** |          |
| ANTHEM BLJE CROSS     | V6409810  | 5461   | 1,116,558.04 | 1,116,558.04      | 00092928 |
| CALIFORNIA SCHOOLS DE | V6405368  | 5892   | 238,605.00   | 238,605.00        | 00092929 |
| DELTA CARE USA        | V6405542  | 5461   | 10,608.01    | 10,608.01         | 00092930 |
| VISION SERVICE PLAN   | V6404956  | 5464   | 39,203.94    | 39,203.94         | 00092931 |
|                       |           |        |              | *** CHECK GAP *** |          |
| BEYER BARBER COMPANY  | V6410321  | 5895   | 2,000.00     | 2,000.00          | 00093056 |
| HM LIFE INSURANCE COM | V6410575  | 5812   | 77,922.94    | 77,922.94         | 00093057 |
|                       |           |        |              | *** CHECK GAP *** |          |
| INFORMED RX INC       | V6408830  | 5895   | 237,895.53   | 237,895.53        | 00093104 |
|                       |           |        |              | *** CHECK GAP *** |          |
| PINNACLE CLAIMS MANAG | V6409946  | 5812   | 131,505.23   | 131,505.23        | 00093139 |
|                       |           |        |              | *** CHECK GAP *** |          |
| GALLAGHER BENEFIT SER | V6408675  | 5812   | 11,000.00    | 11,000.00         | 00093159 |
|                       |           |        |              | *** CHECK GAP *** |          |
| PINNACLE CLAIMS MANAG | V6409946  | 5812   | 910.00       | 910.00            | 00093210 |

TOTAL FOR FUND: 6769 INS - H&W 1,866,208.69

| Object | Object Total |
|--------|--------------|
| 5461   | 1,127,166.05 |
| 5464   | 39,203.94    |
| 5812   | 221,338.17   |
| 5892   | 238,605.00   |
| 5895   | 239,895.53   |

ANAHEIM UHSD 02/01/11 Vendor Check Register  
TUE, FEB 01, 2011, 9:19 AM --req: KORR-----leg: 64 ----loc: 64FISCAL--job: 11389320 #JL56--prog: CK517 <1.01>--report id: CKHCSOC

FUND: 6769 INS - H&W

| Vendor Name                                 | Vendor ID | Object | Amount | Check Amt | CK # |
|---|-----------|--------|--------|-----------|------|
| TOTAL FOR FUND: 6769 INS - H&W 1,866,208.69 |           |        |        |           |      |

Total Number Of Checks Printed: 10

Number Of Void Checks Printed: 0

Number Of Actual Checks Printed: 10

**SCHEDULE A**

**STUDENT IN NONPUBLIC SCHOOL UNDER EC 56030  
Addendum Regular School Year 2010-11**

| STUDENT     | DOB      | GRADE | BOARD APPROVAL DATE | NONPUBLIC SCHOOL  | TOTAL CONTRACT COST* |
|-------------|----------|-------|---------------------|-------------------|----------------------|
| SYS-0708103 | 02-19-93 | 12    | 02-10-11            | Beacon Day School | \$950.00             |
|             |          |       |                     |                   |                      |

\*Includes transportation costs, if applicable.



Board of Trustees  
February 10, 2011

Page 1 of 4

**1. Resignations/Retirements, effective as noted:**

Bui-Lock, Anh; Resignation, 1/28/11

**2. Leaves of Absence:**

Dinkle, Tracy, for child care, without pay and with health benefits, from 01/03/11 through the end of the working day on 03/31/11.

Muckey, Richard, military leave, with pay and with health benefits, from 12/02/10 through the end of the working day on 12/03/10.

**3. Employment:**

A. Classroom Teachers

Temporary:

|                 |         | <u>Column</u> | <u>Step</u> |
|-----------------|---------|---------------|-------------|
| Patten, Jessica | 1/31/11 | 3             | 1           |

B. Day-to-Day Substitute Teachers with authorization to teach in subject areas where they have adequate preparation, effective as noted:

|                    |         |
|--------------------|---------|
| Chu, Albert        | 1/31/11 |
| Gomez, Jr., Juan   | 1/26/11 |
| Lively, William    | 1/31/11 |
| Martin, Richard    | 1/13/11 |
| Salazar, Valentine | 1/25/11 |

C. Administrator Substitute, on an if and as needed basis, at the authorized salary range 24, step 4, as interim principal, Brookhurst Junior High School, effective as noted:

|                 |        |
|-----------------|--------|
| Garcia, Darrick | 2/1/11 |
|-----------------|--------|

**4. Extra Service Compensation:**

A. Additional Salary, for an extra period of coverage to be paid tenthly and based on the individual's salary for 2010-11, effective as noted: (General Funds)

|                 |         |
|-----------------|---------|
| Groover, Joseph | 1/31/11 |
|-----------------|---------|

B. Orange County Friday Night Live/Club Partnership Stipend, to be paid for the 2010-2011 school year to the following individuals as noted: (Orange County Department of Education Grant Funds)

|                   |            |                          |
|-------------------|------------|--------------------------|
| Ames, Patty       | Katella    | \$800.00 (not to exceed) |
| Gangnath, Erika   | Brookhurst | \$350.00 (not to exceed) |
| Harper, Elizabeth | Loara      | \$800.00 (not to exceed) |
| Ho, Linh          | South      | \$700.00 (not to exceed) |

**Human Resources Division, Certificated Personnel**

Board of Trustees  
February 10, 2011

Page 2 of 4

|                 |            |                          |
|-----------------|------------|--------------------------|
| Loth, Sandy     | Brookhurst | \$350.00 (not to exceed) |
| Resch, Nikki    | Gilbert    | \$800.00 (not to exceed) |
| Schiada, Paul   | Magnolia   | \$800.00 (not to exceed) |
| Wiehardt, Molly | Savanna    | \$800.00 (not to exceed) |

**5. Volunteer Employee Aides, with coverage by Workers' Compensation Insurance, effective as noted:**

|                    |         |
|--------------------|---------|
| Arellano, Diana    | 1/20/11 |
| Benavides, Ignacia | 1/21/11 |
| Butler, Chelsea    | 1/13/11 |
| Butler, Jessica    | 1/18/11 |
| Chan, Melissa      | 1/20/11 |
| Chapman, Elizabeth | 1/13/11 |
| Costichi, Erika    | 1/13/11 |
| Da Silva, Romelia  | 1/18/11 |
| Fabian, Laura      | 1/20/11 |
| Gonzalez, Cindy    | 1/13/11 |
| Kudryashou, Daniel | 1/20/11 |
| Nangit, Cheryl     | 1/20/11 |
| Park, Jung-Joo     | 1/13/11 |
| Rivas, Maria       | 1/7/11  |
| Romero, Timothy    | 1/13/11 |
| Solis, Patricia    | 1/19/11 |
| Sovern, Scott      | 1/13/11 |
| Suwita, Lydia      | 1/20/11 |

**6. Pay adjustments for the following military instructors for the JROTC/NJROTC program unless otherwise noted by military contract, effective as noted:**

|                  | <u>Salary</u> | <u>Effective</u> |
|------------------|---------------|------------------|
| Guarin, Alex     | \$7,181.04    | 1/1/11           |
| Knight, John     | \$7,282.14    | 1/1/11           |
| Purkins, Charles | \$6,879.24    | 1/1/11           |
| Shaw, Walter     | \$6,514.80    | 12/1/10          |
| Spence, Timothy  | \$7,825.14    | 1/1/11           |
| Toscano, Richard | \$5,920.00    | 12/1/10          |

**7. Change of contract for the following personnel who have completed the additional units to advance on the salary schedule, effective as noted:**

|                      | <u>From</u> | <u>To</u> | <u>Effective</u> |
|----------------------|-------------|-----------|------------------|
| Mackay, Scott        | 3 3         | 4 3       | 2/1/10           |
| Olmedo-Ardis, Adrian | 2 3         | 3 3       | 2/1/11           |
| Parratto, Robyn      | 3 6         | 4 6       | 2/1/11           |

**Human Resources Division, Certificated Personnel**

Board of Trustees  
February 10, 2011

Page 3 of 4

**8. Extra Service Specialists, employment effective as noted:**

**Classified:**

|   | <u>Salary</u> | <u>Term</u> | <u>Effective</u> |
|---|---------------|-------------|------------------|
| <u>Cypress</u><br>Clark, Allison<br>Song, Varsity                 | \$961.50      | Semester    | 1/31/11          |
| Fullerton, Stephen<br>Baseball, JV & Varsity, Asst. Coach         | \$2,596       | Season      | 2/26/11          |
| Pickle, Robert<br>Jazz Band                                       | \$594         | Semester    | 1/31/11          |
| <u>Katella</u><br>Garcia, Charles<br>Basketball, Boys, Frosh/Soph | \$2,596       | Season      | 11/22/10         |
| Hernandez, Richard<br>Banners/Flags/Rifles                        | \$2,108       | Semester    | 1/31/11          |
| <u>Kennedy</u><br>Gibb, Erica<br>Swim, Asst. Frosh/Soph/JV        | \$2,339       | Season      | 2/26/11          |
| Rojas, Graciela<br>Trainer  | \$1,465       | Season      | 11/22/10         |
| Rojas, Graciela<br>Trainer  | \$1,465       | Season      | 2/26/11          |
| Tran, Derek<br>Swim, Boys, JV                                     | \$2,339       | Season      | 2/26/11          |
| Urbanos, Daniel<br>Baseball, Frosh/Soph                           | \$2,596       | Season      | 2/26/11          |
| <u>Loara</u><br>Nunez, Amador<br>Soccer, Girls, Head Varsity      | \$2,596       | Season      | 11/22/10         |
| Tang, Kevin<br>Water Polo, Varsity                                | \$2,879       | Season      | 11/22/10         |
| <u>Oxford</u><br>Lee, Kevin<br>Volleyball, Boys, JV               | \$2,339       | Season      | 2/26/11          |

**Human Resources Division, Certificated Personnel**

Board of Trustees  
February 10, 2011

Page 4 of 4

Western

|   |         |        |         |
|---|---------|--------|---------|
| Lively, William<br>Baseball, Freshman         | \$2,596 | Season | 2/26/11 |
| Maniscalco, Kimberly<br>Softball, Sophomore   | \$2,596 | Season | 2/26/11 |
| Morris, April<br>Volleyball, Asst. Frosh/Soph | \$2,339 | Season | 2/26/11 |
| Takahama, Paul<br>Tennis, Head Varsity        | \$2,596 | Season | 2/26/11 |

**Human Resources Division, Classified Personnel**

Board of Trustees  
February 10, 2011

Page 1 of 2

**1. Retirements/Resignations/Terminations, effective as noted:**

Castro, Joana, Food Services Assistant I, Food Services, 12/17/10

Heida, Mallory, Instructional Assistant-Special Education, Western, 06/16/10

Ihmud, Hanan, Avid Tutor, Dale, 6/08/10

Meinhardt, Judith, Avid Tutor, Dale, 6/08/10

**2. Leaves of Absences:**

DeNunno, Megan, for educational improvement, without pay and without health benefits, from 01/18/11, through the end of the working day on 05/15/11.

Fernandez, Carissa, for educational improvement, without pay and without health benefits, from 02/07/11 through the end of the working day on 06/15/11.

Loya, Liza, for educational improvement, without pay and without health benefits, from 01/28/11 through the end of the working day on 06/15/11.

Mossholder, Roxann, for educational improvement, without pay and without health benefits, from 02/01/11 through the end of the working day on 03/13/11.

**3. Employment and Promotions, effective as noted:      Range/Step      Effective**

|  |       |         |
|--|-------|---------|
| Ayala, Yvonne<br>Substitute Health Technician I, as needed | 47/01 | 1/18/11 |
|--|-------|---------|

|   |       |         |
|---|-------|---------|
| Bush, Dwayne<br>Substitute Food Services Assistant I, as needed | 41/01 | 1/13/11 |
|---|-------|---------|

|  |       |         |
|--|-------|---------|
| Carter, Carly<br>Substitute Food Services Assistant I, as needed | 41/01 | 1/20/11 |
|--|-------|---------|

|  |       |         |
|--|-------|---------|
| De Coppola, Elizabeth<br>Substitute Food Services Assistant I, as needed | 41/01 | 1/18/11 |
|--|-------|---------|

|   |       |         |
|---|-------|---------|
| Jacobson, Morgan<br>Job Developer/Job Coach, Special Youth Services | 55/01 | 2/07/11 |
|---|-------|---------|

|  |       |         |
|--|-------|---------|
| Morillo, Rosita<br>Substitute Office Assistant/Bilingual | 47/01 | 1/26/11 |
|--|-------|---------|

|  |       |         |
|--|-------|---------|
| O'Neal, Argelia<br>Instructional Assistant-Special Education, Walker | 43/01 | 1/04/11 |
|--|-------|---------|

|   |       |         |
|---|-------|---------|
| Valdez, Elizabeth<br>Substitute Office Assistant-Bilingual, as needed | 47/01 | 1/18/11 |
|---|-------|---------|

**4. Workability, current minimum wage or stipend of \$256 effective as noted:  
(Workability Grant Funds)**

|                  | <u>Effective</u> |
|------------------|------------------|
| Abreu, Ramon     | 1/26/11          |
| Avalos, Veronica | 1/27/11          |

**Human Resources Division, Classified Personnel**

Board of Trustees  
February 10, 2011

Page 2 of 2

|                    |         |
|--------------------|---------|
| Beavers, Deandre   | 1/21/11 |
| Brown, Immanuel    | 1/21/11 |
| Codispoti, Michael | 1/20/11 |
| Contreras, Edgar   | 1/26/11 |
| Denham, Brandon    | 1/21/11 |
| Estrada, Alan      | 1/27/11 |
| Gray, Brylon       | 1/19/11 |
| Hills, Keonte      | 1/21/11 |
| Mitchell, Markel   | 1/27/11 |
| Pichardo, Charli   | 1/27/11 |
| Priego, Alejandro  | 1/27/11 |
| Quirarte, Manuel   | 1/27/11 |
| Ramirez, Ivan      | 1/26/11 |
| Rojas, Jennifer    | 1/18/11 |
| Ruiz, Vanessa      | 1/26/11 |
| Solano, Manuel     | 1/26/11 |
| Thomas, Aaron      | 1/26/11 |
| Zambrano, Roger    | 1/20/11 |
| Zaragoza, Martin   | 1/24/11 |
| Zink, Lindsay      | 1/21/11 |

**5. Student Worker, \$8.00 hr.:**

Cianfrani, Matthew  
Deaguerra, Kayleigh  
Gray, Brian  
Gray, Robert  
Griffith, Hailey  
Griffith, Heather  
McIntire, Taylor  
Purzycki, Scott  
Rodriguez, Rene  
Wilder, Britney

Field Trips

Board of Trustees

February 10, 2011

1. Kennedy High School–Virtual Enterprise (12 students); M. Beau Gasinski, adviser; Sarah Anderson, chaperone

To: Marriott Hotel, Oakland, CA  
 Dates: March 6, 2011 – March 7, 2011  
 Purpose: To participate in Trade Fair/Competitive Events  
 Expenses: Outside source(Perkins): substitutes  
 ASB/Club Fundraisers: registration  
 Parent/Student: meals, transportation, accommodations

Number of school days missed for this trip: 1  
 Number of school days missed previously: 2  
 Total number of days missed by this group: 3

2. Loara High School-Virtual Enterprise (23 students); Millie Gorrie, adviser; Brad Gorrie, Michael Rylaarsdam, Kathy Scott, Iris Roeck, chaperones

To: Oakland Convention Center, CA  
 Dates: March 4, 2011 – March 7, 2011  
 Purpose: To participate in 7<sup>th</sup> Annual Bay Area Trade Fair and Competitions  
 Expenses: Other(Fundraising): transportation, accommodations  
 Outside source(Perkins): registration, meals

Number of school days missed for this trip: 2  
 Number of school days missed previously: 1  
 Total number of days missed by this group: 3

3. Cypress High-Virtual Enterprise (6 students); Don King, adviser; Sharon King, chaperones

To: Oakland Convention Center, CA  
 Dates: March 5, 2011 – March 7, 2011  
 Purpose: To participate in Trade Fair and Competitions  
 Expenses: ASB/Club Fundraisers: registration, substitutes  
 Parent/Student: meals, transportation, accommodations  
 Outside source(Perkins): substitutes

Number of school days missed for this trip: 1  
 Number of school days missed previously: 2  
 Total number of days missed by this group: 3

4. Savanna High School-Puente Program (30 students); Claudia Ruiz, adviser; Amanda Bean, Patricia Solis, Mr. Frank Lesclinier, Mrs. Zamora, Mrs. Rodriguez chaperones

To: Northern, CA  
 Dates: March 10, 2011 – March 12, 2011  
 Purpose: To visit university campuses

**Field Trips**

Board of Trustees

February 10, 2011

Expenses: Other (Puente funds): registration, transportation, accommodations  
Parent/Student: meals  
ASB/Club Fundraisers: accommodations

Number of school days missed for this trip: 2  
Number of school days missed previously: 0  
Total number of days missed by this group: 2

5. Kennedy High School-ROTC (32 students); LTC M. Breslow, adviser; 1SG Shaw, Alice Breslow, Ken Lee, CSM Robert Crebbs, chaperones

To: Forest Lawn, CA  
Dates: June 20, 2011 – June 24, 2011  
Purpose: To participate in Forest Lawn Scout Camp  
Expenses: Parent/Student: registration  
Other (U.S. Army Cadet Command): meals, transportation, accommodations

Number of school days missed for this trip: 0  
Number of school days missed previously: 0  
Total number of days missed by this group: 0

6. Anaheim High School-BROS (48 students); Ryan A. Ruelas, adviser; Dean Elder, Matt Majewski, William Pratt, Scott Schepens, Danny Hernandez, chaperones

To: Northern, CA  
Dates: March 10, 2011 – March 12, 2011  
Purpose: To visit university campuses  
Expenses: ASB/Club Fundraisers: transportation, accommodations, substitutes  
Parent/student: meals

Number of school days missed for this trip: 2  
Number of school days missed previously: 1  
Total number of days missed by this group: 3

7. RATIFICATION: Western High School-Athletics (16 students); Jamie Flores, adviser; Andre Lara, chaperone

To: Big Bear, CA  
Dates: January 7, 2011 – January 9, 2011  
Purpose: To participate in varsity wrestling competition  
Expenses: ASB/Club Fundraisers: registration, meals, accommodations

Number of school days missed for this trip: 0  
Number of school days missed previously: 1  
Total number of days missed by this group: 1



**BOARD OF TRUSTEES**  
**Special Meeting Minutes**  
**Thursday, January 13, 2011**

**This meeting was held at**  
**The Tiger Woods Learning Center**  
**520 N. Gilbert Street, Anaheim, CA 92801**

---

**UNADOPTED**

**1. CALL TO ORDER–ROLL CALL**

President Jordan Brandman called the special meeting of the Anaheim Union High School District Board of Trustees to order at 8:06 a.m.

Present: Jordan Brandman, president; Anna L. Piercy, clerk; Jan Harp Domene, assistant clerk; Katherine H. Smith and Brian O'Neal, members; Elizabeth I. Novack, superintendent; and Tim Holcomb, deputy superintendent.

**2. ADOPTION OF AGENDA**

On the motion of Mr. O'Neal, duly seconded and unanimously carried, the Board of Trustees adopted the agenda.

**3. PUBLIC COMMENTS**

There were no requests to speak.

**4. PLEDGE OF ALLEGIANCE**

Board President Jordan Brandman led the Pledge of Allegiance to the Flag of the United States of America.

**5. CLOSED SESSION**

The Board of Trustees entered closed session at 8:07 a.m.

Mr. Holcomb exited the meeting at 8:56 a.m.

**6. RECONVENE AND REPORT**

The Board of Trustees reconvened into open session at 8:57 a.m. The clerk stated that there was no reportable action taken during closed session regarding existing litigation (Case No. JCCP 4522).

**7. BOARD OF TRUSTEES AND SUPERINTENDENT WORKSHOP**

Richard Thome of Leadership Associates facilitated a workshop regarding roles, responsibilities, governance, and policy decisions for the Board of Trustees and superintendent.

8. **ADJOURNMENT**

On the motion of Mr. Brandman, duly seconded and unanimously carried, the Board of Trustees adjourned the meeting at 1:03 p.m.

Approved \_\_\_\_\_  
Clerk, Board of Trustees

**ANAHEIM UNION HIGH SCHOOL DISTRICT**

**CAFETERIA FUND**

**FINANCIAL STATEMENTS**

**NOVEMBER 2010**

# Balance Sheet

## Anaheim School Dist/Food Services

### 11/30/2010

| Asset                                     | Assets                  |                       |
|---|-------------------------|-----------------------|
| <b>CASH</b>                               |                         |                       |
| 9120                                      | Cash-Checking           | \$6,802,438.82        |
| 9122                                      | Change Fund             | \$14,340.00           |
| 9123                                      | Petty Cash              | \$50.00               |
| <b>Total CASH</b>                         |                         | <b>\$6,816,828.82</b> |
| <b>RECEIVABLE</b>                         |                         |                       |
| 9210                                      | A/R - Current           | \$77,216.00           |
| 9280                                      | A/R - State             | \$121,153.12          |
| 9290                                      | A/R - Federal           | \$1,369,944.47        |
| <b>Total RECEIVABLE</b>                   |                         | <b>\$1,568,313.59</b> |
| <b>INVENTORIES</b>                        |                         |                       |
| 9321                                      | Warehouse Food          | \$50,380.77           |
| 9322                                      | Warehouse Commodity     | \$21,351.95           |
| 9323                                      | Warehouse Supplies      | \$28,988.70           |
| 9326                                      | School Food             | \$48,881.21           |
| 9327                                      | School Commodity        | \$17,232.17           |
| 9328                                      | School Supplies         | \$14,543.34           |
| <b>Total INVENTORIES</b>                  |                         | <b>\$181,378.14</b>   |
| <b>Total Asset</b>                        |                         | <b>\$8,566,520.55</b> |
| <b>Liability</b>                          |                         |                       |
| <b>LIABILITIES and Fund Balance</b>       |                         |                       |
| <b>LIABILITIES</b>                        |                         |                       |
| 9510                                      | A/P - Current           | \$1,763,239.24        |
| 9530                                      | A/P - Accrued. Vacation | \$37,287.00           |
| 9580                                      | Sales Tax Liability     | \$4,118.06            |
| 9599                                      | Purchases Clearing      | \$0.00                |
| 9650                                      | Deferred Revenue        | \$39,580.83           |
| 9780                                      | Reserve/Central Kitchen | \$4,000,000.00        |
| <b>Total LIABILITIES</b>                  |                         | <b>\$5,844,225.13</b> |
| <b>Total Liability</b>                    |                         | <b>\$5,844,225.13</b> |
| <b>Fund Balance</b>                       |                         |                       |
| <b>FUND BALANCE</b>                       |                         |                       |
| 9798                                      | Fund Balance            | \$2,314,293.86        |
| <b>Total FUND BALANCE</b>                 |                         | <b>\$2,314,293.86</b> |
| <b>Total Fund Balance</b>                 |                         | <b>\$2,314,293.86</b> |
| <b>Current Year Profit (Loss)</b>         |                         | <b>\$408,001.56</b>   |
| <b>Total Liabilities and Fund Balance</b> |                         | <b>\$8,566,520.55</b> |

Accounting Period equals 5 - 2011

# Statement of Revenues and Expenses

## Anaheim School Dist/Food Services

2

|                                    | Period Ending 11/30/2010 |                 |                       |                 | 11/30/2009            |                 |                       |                 |
|------------------------------------|--------------------------|-----------------|-----------------------|-----------------|-----------------------|-----------------|-----------------------|-----------------|
|                                    | Monthly                  | %               | YTD                   | %               | Monthly               | %               | YTD                   | %               |
| <b>Revenue</b>                     |                          |                 |                       |                 |                       |                 |                       |                 |
| <b>Local Revenue</b>               |                          |                 |                       |                 |                       |                 |                       |                 |
| 8620                               | \$1,449.00               | 0.08 %          | \$8,256.00            | 0.11 %          | \$1,555.50            | 0.09 %          | \$10,104.00           | 0.13 %          |
| Elementary - Breakfast             |                          |                 |                       |                 |                       |                 |                       |                 |
| 8621                               | \$21,109.50              | 1.16 %          | \$103,484.25          | 1.40 %          | \$23,710.50           | 1.31 %          | \$134,336.25          | 1.75 %          |
| Elementary - Lunch                 |                          |                 |                       |                 |                       |                 |                       |                 |
| 8632                               | \$5,836.25               | 0.32 %          | \$19,636.75           | 0.27 %          | \$5,083.75            | 0.28 %          | \$18,788.00           | 0.25 %          |
| High School - Breakfast            |                          |                 |                       |                 |                       |                 |                       |                 |
| 8633                               | \$101,663.25             | 5.60 %          | \$414,059.50          | 5.59 %          | \$100,022.50          | 5.55 %          | \$402,874.00          | 5.26 %          |
| High School - Lunch                |                          |                 |                       |                 |                       |                 |                       |                 |
| 8634                               | \$20.25                  | 0.00 %          | (\$1,158.76)          | -0.02 %         | \$0.00                | 0.00 %          | \$0.00                | 0.00 %          |
| Meal Sales                         |                          |                 |                       |                 |                       |                 |                       |                 |
| 8635                               | \$150,068.76             | 8.27 %          | \$607,908.79          | 8.21 %          | \$157,918.60          | 8.76 %          | \$665,354.87          | 8.68 %          |
| A La Carte Sales                   |                          |                 |                       |                 |                       |                 |                       |                 |
| 8637                               | \$3,948.59               | 0.22 %          | \$14,112.67           | 0.19 %          | \$2,703.45            | 0.15 %          | \$10,257.47           | 0.13 %          |
| Adult Rev. - Lunch                 |                          |                 |                       |                 |                       |                 |                       |                 |
| <b>Local Revenue</b>               | <b>\$284,095.60</b>      | <b>15.65 %</b>  | <b>\$1,166,299.20</b> | <b>15.76 %</b>  | <b>\$290,994.29</b>   | <b>16.14 %</b>  | <b>\$1,241,714.58</b> | <b>16.21 %</b>  |
| <b>Federal Reimbursements</b>      |                          |                 |                       |                 |                       |                 |                       |                 |
| 8200                               | \$276,246.76             | 15.21 %         | \$1,089,828.64        | 14.72 %         | \$268,010.08          | 14.86 %         | \$1,080,961.12        | 14.11 %         |
| Fed. Meal Rev.-Breakfast           |                          |                 |                       |                 |                       |                 |                       |                 |
| 8220                               | \$1,062,781.98           | 58.53 %         | \$4,337,390.43        | 58.59 %         | \$1,043,234.87        | 57.85 %         | \$4,478,654.39        | 58.46 %         |
| Fed. Meal Rev.-Lunch               |                          |                 |                       |                 |                       |                 |                       |                 |
| 8290                               | \$28,888.86              | 1.59 %          | \$121,334.84          | 1.64 %          | \$27,836.58           | 1.54 %          | \$127,447.24          | 1.66 %          |
| Misc Fed Rev.-Snack                |                          |                 |                       |                 |                       |                 |                       |                 |
| <b>Federal Reimbursements</b>      | <b>\$1,367,917.60</b>    | <b>75.34 %</b>  | <b>\$5,548,553.91</b> | <b>74.96 %</b>  | <b>\$1,339,081.53</b> | <b>74.25 %</b>  | <b>\$5,687,062.75</b> | <b>74.23 %</b>  |
| <b>State Reimbursements</b>        |                          |                 |                       |                 |                       |                 |                       |                 |
| 8500                               | \$35,229.75              | 1.94 %          | \$138,846.93          | 1.88 %          | \$34,609.88           | 1.92 %          | \$139,451.20          | 1.82 %          |
| St. Meal Rev.-Breakfast            |                          |                 |                       |                 |                       |                 |                       |                 |
| 8520                               | \$85,923.45              | 4.73 %          | \$350,432.08          | 4.73 %          | \$86,059.37           | 4.77 %          | \$369,265.29          | 4.82 %          |
| St. Meal Rev.-Lunch                |                          |                 |                       |                 |                       |                 |                       |                 |
| <b>State Reimbursements</b>        | <b>\$121,153.20</b>      | <b>6.67 %</b>   | <b>\$489,279.01</b>   | <b>6.61 %</b>   | <b>\$120,669.25</b>   | <b>6.69 %</b>   | <b>\$508,716.49</b>   | <b>6.64 %</b>   |
| <b>Other Revenue</b>               |                          |                 |                       |                 |                       |                 |                       |                 |
| 8638                               | \$61.50                  | 0.00 %          | \$1,698.54            | 0.02 %          | (\$230.94)            | -0.01 %         | \$6,931.33            | 0.09 %          |
| Cash Over & Short                  |                          |                 |                       |                 |                       |                 |                       |                 |
| 8689                               | \$35,468.50              | 1.95 %          | \$155,291.36          | 2.10 %          | \$37,001.50           | 2.05 %          | \$167,753.50          | 2.19 %          |
| Misc Fees/Contract                 |                          |                 |                       |                 |                       |                 |                       |                 |
| 8699                               | \$6,944.34               | 0.38 %          | \$41,357.32           | 0.56 %          | \$15,982.23           | 0.89 %          | \$48,859.98           | 0.64 %          |
| Spec Activity/Cater                |                          |                 |                       |                 |                       |                 |                       |                 |
| <b>Other Revenue</b>               | <b>\$42,474.34</b>       | <b>2.34 %</b>   | <b>\$198,347.22</b>   | <b>2.68 %</b>   | <b>\$52,752.79</b>    | <b>2.92 %</b>   | <b>\$223,544.81</b>   | <b>2.92 %</b>   |
| <b>Total Revenue</b>               | <b>\$1,815,640.74</b>    | <b>100.00 %</b> | <b>\$7,402,479.34</b> | <b>100.00 %</b> | <b>\$1,803,497.86</b> | <b>100.00 %</b> | <b>\$7,661,038.64</b> | <b>100.00 %</b> |
| <b>Expense</b>                     |                          |                 |                       |                 |                       |                 |                       |                 |
| <b>Food Purchases &amp; Govnmt</b> |                          |                 |                       |                 |                       |                 |                       |                 |
| 4700                               | \$674,544.69             | 37.15 %         | \$2,871,527.06        | 38.79 %         | \$646,545.96          | 35.85 %         | \$2,840,596.79        | 37.08 %         |
| Food Purchases                     |                          |                 |                       |                 |                       |                 |                       |                 |
| <b>Food Purchases &amp; Govnmt</b> | <b>\$674,544.69</b>      | <b>37.15 %</b>  | <b>\$2,871,527.06</b> | <b>38.79 %</b>  | <b>\$646,545.96</b>   | <b>35.85 %</b>  | <b>\$2,840,596.79</b> | <b>37.08 %</b>  |
| <b>Supplies</b>                    |                          |                 |                       |                 |                       |                 |                       |                 |
| 4300                               | \$31,380.06              | 1.73 %          | \$169,602.33          | 2.29 %          | \$52,785.14           | 2.93 %          | \$268,128.01          | 3.50 %          |
| Materials & Supplies               |                          |                 |                       |                 |                       |                 |                       |                 |
| 4790                               | \$20,706.46              | 1.14 %          | \$83,950.77           | 1.13 %          | \$6,148.91            | 0.34 %          | \$15,223.84           | 0.20 %          |
| Supplies (Food)                    |                          |                 |                       |                 |                       |                 |                       |                 |
| <b>Supplies</b>                    | <b>\$52,086.52</b>       | <b>2.87 %</b>   | <b>\$253,553.10</b>   | <b>3.43 %</b>   | <b>\$58,934.05</b>    | <b>3.27 %</b>   | <b>\$283,351.85</b>   | <b>3.70 %</b>   |
| <b>Salaries</b>                    |                          |                 |                       |                 |                       |                 |                       |                 |

# Statement of Revenues and Expenses

## Anaheim School Dist/Food Services

12/20/11

| Expense                      | Period Ending 11/30/2010 |                |                       |                | 11/30/2009            |                |                       |                |
|------------------------------|--------------------------|----------------|-----------------------|----------------|-----------------------|----------------|-----------------------|----------------|
|                              | Monthly                  | %              | YTD                   | %              | Monthly               | %              | YTD                   | %              |
| <b>Salaries</b>              |                          |                |                       |                |                       |                |                       |                |
| 2200                         | \$623,181.38             | 34.32 %        | \$2,052,295.05        | 27.72 %        | \$679,093.54          | 37.65 %        | \$2,220,848.29        | 28.99 %        |
| Classified Salaries          |                          |                |                       |                |                       |                |                       |                |
| 2300                         | \$29,301.05              | 1.61 %         | \$152,747.59          | 2.06 %         | \$30,463.45           | 1.69 %         | \$154,293.25          | 2.01 %         |
| Class.Sup/Admin Salaries     |                          |                |                       |                |                       |                |                       |                |
| 2400                         | \$27,897.59              | 1.54 %         | \$138,779.92          | 1.87 %         | \$26,301.61           | 1.46 %         | \$140,874.16          | 1.84 %         |
| Clerical/Office Salaries     |                          |                |                       |                |                       |                |                       |                |
| 2550                         | \$12,429.00              | 0.68 %         | \$37,287.00           | 0.50 %         | \$12,429.00           | 0.69 %         | \$37,287.00           | 0.49 %         |
| Food Service Vacation Pay    |                          |                |                       |                |                       |                |                       |                |
| <b>Salaries</b>              | <b>\$692,809.02</b>      | <b>38.16 %</b> | <b>\$2,381,109.56</b> | <b>32.17 %</b> | <b>\$748,287.60</b>   | <b>41.49 %</b> | <b>\$2,553,302.70</b> | <b>33.33 %</b> |
| <b>Benefits</b>              |                          |                |                       |                |                       |                |                       |                |
| 3202                         | \$57,625.90              | 3.17 %         | \$205,491.85          | 2.78 %         | \$56,589.58           | 3.14 %         | \$195,282.87          | 2.55 %         |
| PERS, Classified Position    |                          |                |                       |                |                       |                |                       |                |
| 3302                         | \$51,322.72              | 2.83 %         | \$178,355.16          | 2.41 %         | \$55,480.00           | 3.08 %         | \$199,525.77          | 2.60 %         |
| OASD/MED/Classified Position |                          |                |                       |                |                       |                |                       |                |
| 3402                         | \$144,825.77             | 7.98 %         | \$714,219.70          | 9.65 %         | \$135,397.37          | 7.51 %         | \$675,400.92          | 8.82 %         |
| Hlth/Welfare, Classified     |                          |                |                       |                |                       |                |                       |                |
| 3502                         | \$4,889.20               | 0.27 %         | \$16,914.62           | 0.23 %         | \$2,224.68            | 0.12 %         | \$7,629.09            | 0.10 %         |
| SUI, Classified Position     |                          |                |                       |                |                       |                |                       |                |
| 3602                         | \$10,663.98              | 0.59 %         | \$36,786.15           | 0.50 %         | \$11,757.26           | 0.65 %         | \$37,308.38           | 0.49 %         |
| Workers Comp, Classified     |                          |                |                       |                |                       |                |                       |                |
| 3802                         | \$11,548.80              | 0.64 %         | \$42,141.65           | 0.57 %         | \$18,588.34           | 1.03 %         | \$65,809.59           | 0.86 %         |
| PERS Reduc, Classified       |                          |                |                       |                |                       |                |                       |                |
| <b>Benefits</b>              | <b>\$280,876.37</b>      | <b>15.47 %</b> | <b>\$1,193,909.13</b> | <b>16.13 %</b> | <b>\$280,037.23</b>   | <b>15.53 %</b> | <b>\$1,180,956.62</b> | <b>15.42 %</b> |
| <b>Other Expenses</b>        |                          |                |                       |                |                       |                |                       |                |
| 5200                         | \$541.25                 | 0.03 %         | \$2,996.32            | 0.04 %         | \$671.34              | 0.04 %         | \$3,767.29            | 0.05 %         |
| Travel & Conference          |                          |                |                       |                |                       |                |                       |                |
| 5500                         | \$415.00                 | 0.02 %         | \$8,571.04            | 0.12 %         | \$8,269.20            | 0.46 %         | \$29,894.57           | 0.39 %         |
| Operation & Housekeeping     |                          |                |                       |                |                       |                |                       |                |
| 5600                         | \$26,661.59              | 1.47 %         | \$154,109.75          | 2.08 %         | \$20,237.38           | 1.12 %         | \$101,946.15          | 1.33 %         |
| Rental/Lease/Repair          |                          |                |                       |                |                       |                |                       |                |
| 5900                         | \$4,093.63               | 0.23 %         | \$33,672.22           | 0.45 %         | \$3,160.91            | 0.18 %         | \$17,180.90           | 0.22 %         |
| Fax, Pager, Postage          |                          |                |                       |                |                       |                |                       |                |
| 6200                         | \$0.00                   | 0.00 %         | \$24,581.00           | 0.33 %         | \$0.00                | 0.00 %         | \$0.00                | 0.00 %         |
| Bldg & Imp of Bldg           |                          |                |                       |                |                       |                |                       |                |
| 6400                         | \$863.48                 | 0.05 %         | \$19,050.29           | 0.26 %         | \$1,821.52            | 0.10 %         | \$1,821.52            | 0.02 %         |
| Equipment less \$500         |                          |                |                       |                |                       |                |                       |                |
| <b>Other Expenses</b>        | <b>\$32,574.95</b>       | <b>1.79 %</b>  | <b>\$242,980.62</b>   | <b>3.28 %</b>  | <b>\$34,160.35</b>    | <b>1.89 %</b>  | <b>\$154,610.43</b>   | <b>2.02 %</b>  |
| <b>Capital Outlay</b>        |                          |                |                       |                |                       |                |                       |                |
| 6500                         | \$24,922.38              | 1.37 %         | \$51,398.31           | 0.69 %         | \$0.00                | 0.00 %         | \$41,790.94           | 0.55 %         |
| Equipment-RPmore\$500        |                          |                |                       |                |                       |                |                       |                |
| <b>Capital Outlay</b>        | <b>\$24,922.38</b>       | <b>1.37 %</b>  | <b>\$51,398.31</b>    | <b>0.69 %</b>  | <b>\$0.00</b>         | <b>0.00 %</b>  | <b>\$41,790.94</b>    | <b>0.55 %</b>  |
| <b>Total Expense</b>         | <b>\$1,757,813.93</b>    | <b>96.82 %</b> | <b>\$6,994,477.78</b> | <b>94.49 %</b> | <b>\$1,767,965.19</b> | <b>98.03 %</b> | <b>\$7,054,609.33</b> | <b>92.08 %</b> |
| <b>Net Profit (Loss)</b>     | <b>\$57,826.81</b>       | <b>3.18 %</b>  | <b>\$408,001.56</b>   | <b>5.51 %</b>  | <b>\$35,532.67</b>    | <b>1.97 %</b>  | <b>\$606,429.31</b>   | <b>7.92 %</b>  |

Accounting Period equals 5 - 2011 and the Prior Accounting Period is equal to Accounting Period equals 5 - 2010

ANAHEIM UNION HIGH SCHOOL DISTRICT  
Business Division  
2010/11 MONTHLY ENROLLMENT REPORT

MONTH 4  
11/29/10 to 12/17/10

| SCHOOL                              | REGULAR DAY  |              |              |              |               | Subtotal  | SDC      |               | TOTAL STUDENTS |
|-------------------------------------|--------------|--------------|--------------|--------------|---------------|-----------|----------|---------------|----------------|
|                                     | 9th          | 10th         | 11th         | 12th         | Hosp/Hm       |           | Opp.     |               |                |
| Anaheim                             | 839          | 888          | 821          | 613          | 3,161         | 4         | -        | 3,281         |                |
| Cypress                             | 670          | 640          | 600          | 559          | 2,469         | 3         | -        | 2,559         |                |
| Katella                             | 708          | 678          | 662          | 523          | 2,571         | 1         | -        | 2,677         |                |
| Kennedy                             | 557          | 627          | 564          | 509          | 2,257         | 2         | -        | 2,334         |                |
| Loara                               | 695          | 680          | 667          | 518          | 2,560         | 1         | -        | 2,716         |                |
| Magnolia                            | 565          | 468          | 553          | 445          | 2,031         | -         | -        | 2,132         |                |
| Oxford                              | 197          | 178          | 178          | 166          | 716           | -         | -        | 716           |                |
| Savanna                             | 576          | 550          | 583          | 437          | 2,146         | -         | -        | 2,243         |                |
| Western                             | 584          | 593          | 587          | 401          | 2,165         | -         | -        | 2,258         |                |
| <b>Total Comprehensive</b>          | <b>5,391</b> | <b>5,299</b> | <b>5,215</b> | <b>4,171</b> | <b>20,076</b> | <b>11</b> | <b>-</b> | <b>20,916</b> |                |
| Anaheim Independent Learning Center | 21           | 23           | 27           | 38           | 109           | -         | -        | 109           |                |
| Gilbert                             | 3            | 45           | 224          | 423          | 695           | 1         | -        | 780           |                |
| Polaris High School                 | 9            | 24           | 55           | 96           | 184           | -         | -        | 184           |                |
| Community Day School                | 29           | 18           | 11           | 9            | 67            | -         | -        | 67            |                |
| <b>Total Alternative Ed</b>         | <b>62</b>    | <b>110</b>   | <b>317</b>   | <b>566</b>   | <b>1,055</b>  | <b>1</b>  | <b>-</b> | <b>1,140</b>  |                |
| Hope                                | -            | -            | -            | -            | -             | -         | -        | 245           |                |
| <b>Total Senior High Schools</b>    | <b>5,453</b> | <b>5,409</b> | <b>5,532</b> | <b>4,737</b> | <b>21,131</b> | <b>12</b> | <b>-</b> | <b>22,301</b> |                |
| <b>Adult Education</b>              | <b>223</b>   | <b>84</b>    | <b>169</b>   | <b>1,121</b> | <b>1,597</b>  | <b>-</b>  | <b>-</b> | <b>1,712</b>  |                |

| SCHOOL                           | REGULAR DAY  |              |               |          | SDC      |            | TOTAL STUDENTS |
|----------------------------------|--------------|--------------|---------------|----------|----------|------------|----------------|
|                                  | 7th          | 8th          | Subtotal      | Hosp/Hm  | Opp.     | Sp Ed      |                |
| Ball                             | 603          | 581          | 1,184         | -        | -        | 47         | 1,231          |
| Brookhurst                       | 593          | 640          | 1,233         | -        | -        | 61         | 1,294          |
| Dale                             | 649          | 581          | 1,230         | 2        | -        | 57         | 1,289          |
| Lexington                        | 591          | 675          | 1,266         | 1        | -        | 11         | 1,278          |
| Orangeview                       | 505          | 453          | 958           | -        | -        | 51         | 1,009          |
| Oxford                           | 204          | 202          | 406           | -        | -        | -          | 406            |
| South                            | 739          | 714          | 1,453         | 1        | -        | 53         | 1,507          |
| Sycamore                         | 768          | 752          | 1,520         | -        | -        | 48         | 1,568          |
| Walker                           | 506          | 576          | 1,082         | -        | -        | 36         | 1,118          |
| <b>Total Comprehensive</b>       | <b>5,158</b> | <b>5,174</b> | <b>10,332</b> | <b>4</b> | <b>-</b> | <b>364</b> | <b>10,700</b>  |
| Polaris High School              | -            | 5            | 5             | -        | -        | -          | 5              |
| Community Day School             | 3            | 34           | 37            | -        | -        | -          | 37             |
| <b>Total Alternative Ed</b>      | <b>3</b>     | <b>39</b>    | <b>42</b>     | <b>-</b> | <b>-</b> | <b>-</b>   | <b>42</b>      |
| <b>Total Junior High Schools</b> | <b>5,161</b> | <b>5,213</b> | <b>10,374</b> | <b>4</b> | <b>-</b> | <b>364</b> | <b>10,742</b>  |

|                                    |        |
|------------------------------------|--------|
| DISTRICT TOTAL - WITHOUT ADULT ED. | 33,043 |
| DISTRICT TOTAL - WITH ADULT ED.    | 34,755 |

## MINUTES

**Regular Meeting**  
**Tuesday, December 14, 2010 – 4:15 p.m.**  
**Board Room – District Office**

### 1.0 CALL TO ORDER

The meeting of the Personnel Commission of the Anaheim Union High School District was called to order by Chairperson Audrey Cherep at 4:15 p.m.

### 2.0 PLEDGE OF ALLEGIANCE

Personnel Commission Chairperson Audrey Cherep led the Pledge of Allegiance to the Flag of the United States of America.

### 3.0 OATH OF OFFICE

3.1 Mr. Castillo administered the oath of office to appoint Charles Darrington as Commissioner to the Personnel Commission.

### 4.0 ROLL CALL

Present: Audrey Cherep, Chairperson; Speed Castillo, Vice Chairperson; Charles Darrington, Commissioner; and Victoria Wintering, Ph.D., Executive Director.

### 5.0 PUBLIC COMMENTS

There were no public comments at this time.

### 6.0 GENERAL FUNCTIONS

6.1 On the motion of Mr. Darrington, duly seconded and unanimously carried, the Personnel Commission adopted the agenda as amended.

6.2 On the motion of Mr. Castillo, duly seconded and unanimously carried, the Personnel Commission approved the minutes of the regular meeting of November 09, 2010.

6.3 Election of Officers of the Personnel Commission for the term of December 2010 to December 2011.

6.3.1 On the motion of Mr. Castillo, duly seconded and unanimously carried, Audrey Cherep was elected as Chairperson of the Personnel Commission.

6.3.2 On the motion of Mr. Darrington, duly seconded and unanimously carried, Speed Castillo was elected as Vice-Chairperson of the Personnel Commission.

6.4 Communication

6.4.1 Dr. Wintering gave the Commissioners information regarding the CSPCA Conference that will be held in February. She also informed the Commissioners that AUHSD will be hosting the Merit Academy in September 2011.



## **MINUTES**

**Regular Meeting**  
**Tuesday, December 14, 2010 – 4:15 p.m.**  
**Board Room – District Office**

### **7.0 SELECTION PROCESS**

#### **7.1 List of Current Recruitments (Test Plan)**

#### **7.2 Certification/ratification of eligibility lists**

##### **7.2.1 Administrative Assistant**

On the motion of Mr. Castillo, duly seconded and unanimously carried, the Personnel Commission certified the eligibility list for Administrative Assistant.

##### **7.2.2 Administrative Assistant-Bilingual**

On the motion of Mr. Castillo, duly seconded and unanimously carried, the Personnel Commission certified the eligibility list for Administrative Assistant-Bilingual.

##### **7.2.3 Parent Involvement Specialist**

On the motion of Mr. Castillo, duly seconded and unanimously carried, the Personnel Commission certified the eligibility list for Parent Involvement Specialist.

##### **7.2.4 Senior Administrative Assistant**

On the motion of Mr. Castillo, duly seconded and unanimously carried, the Personnel Commission certified the eligibility list for Senior Administrative Assistant.

##### **7.2.5 School Community Liaison-Bilingual**

On the motion of Mr. Castillo, duly seconded and unanimously carried, the Personnel Commission certified the eligibility list for School Community Liaison-Bilingual.

### **8.0 CLASSIFICATION AND SALARY**

8.1 On the motion of Mr. Darrington, duly seconded and unanimously carried, the Personnel Commission approved the new job classification of Assistant Director-Nutrition Services at salary range MGMT/19.

8.2 On the motion of Mr. Castillo, duly seconded and unanimously carried, the Personnel Commission approved the revised job classification of Programmer Analyst at salary range CSEA/75.

### **9.0 CLOSED SESSION**

#### **9.1 Adjourn to Closed Session**

Public Employee Discipline/Dismissal/Release (Government Code 54957)

Adjourned to Closed Session at 4:37 p.m.

## MINUTES

**Regular Meeting**  
**Tuesday, December 14, 2010 – 4:15 p.m.**  
**Board Room – District Office**

Reconvened to Regular Meeting at 5:04 p.m.

No action was taken.

### 10.0 OTHER

10.1 On the motion of Mr. Darrington, duly seconded and unanimously carried, the Personnel Commission approved the Educational Consulting Agreement for Marc Steele to conduct hearing HR-2009-10-7.

10.2 No unfinished business at this time.

10.3 Commissioner's Comments

Mr. Charles Darrington spoke regarding how happy he was to begin his service as a Personnel Commissioner for Anaheim Union High School District.

### 11.0 NEXT REGULAR MEETING

Date: **Tuesday, January 11, 2011**  
Time: 4:15 p.m.  
Location Board Room

### 12.0 ADJOURNMENT

The Personnel Commission adjourned the meeting at 5:05 p.m.

---

Audrey Cherep, Chairperson



**COMMUNITY CENTER AUTHORITY**  
(A Component Unit of the City of Anaheim, California)

Financial Statements

June 30, 2010

(With Independent Auditors' Report Thereon)

**COMMUNITY CENTER AUTHORITY**  
(A Component Unit of the City of Anaheim, California)

**Table of Contents**

|  | <b>Page</b> |
|--|-------------|
| Independent Auditors' Report                               | 1           |
| Financial Statements:                                      |             |
| Balance Sheet  | 2           |
| Statement of Revenues, Expenses, and Changes in Net Assets | 3           |
| Statement of Cash Flows                                    | 4           |
| Notes to Financial Statements                              | 5           |



KPMG LLP  
Suite 700  
20 Pacifica  
Irvine, CA 92618-3391

## Independent Auditors' Report

The Board of Directors  
Community Center Authority:

We have audited the accompanying financial statements of the Community Center Authority (the CCA), a component unit of the City of Anaheim, California, as of and for the year ended June 30, 2010, as listed in the table of contents. These financial statements are the responsibility of the CCA's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the CCA's internal control over financial reporting. Accordingly, we express no such opinion. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Community Center Authority as of June 30, 2010 and the changes in its financial position and its cash flows for the year then ended, in conformity with U.S. generally accepted accounting principles.

The CCA has not presented management's discussion and analysis that accounting principles generally accepted in the United States of America has determined is necessary to supplement, although not required to be part of, the financial statements.

**KPMG LLP**

December 14, 2010

**COMMUNITY CENTER AUTHORITY**  
(A Component Unit of the City of Anaheim, California)

Balance Sheet

June 30, 2010

**Assets**

|                                      |                      |
|--------------------------------------|----------------------|
| Current assets:                      |                      |
| Restricted cash and cash equivalents | \$ 1,262,000         |
| Accrued interest receivable          | <u>322,000</u>       |
| Total current assets                 | <u>1,584,000</u>     |
| Noncurrent assets:                   |                      |
| Restricted investments               | 6,490,000            |
| Debt issuance costs, net             | 293,000              |
| Lease receivable                     | <u>29,775,000</u>    |
| Total noncurrent assets              | <u>36,558,000</u>    |
| Total assets                         | <u>\$ 38,142,000</u> |

**Liabilities and Net Assets**

|                                  |                      |
|----------------------------------|----------------------|
| Current liabilities:             |                      |
| Accrued interest payable         | \$ 142,000           |
| Noncurrent liabilities:          |                      |
| Certificates of participation    | <u>38,000,000</u>    |
| Total liabilities                | <u>38,142,000</u>    |
| Net assets                       | <u>—</u>             |
| Total liabilities and net assets | <u>\$ 38,142,000</u> |

See accompanying notes to financial statements.

**COMMUNITY CENTER AUTHORITY**  
(A Component Unit of the City of Anaheim, California)  
Statement of Revenues, Expenses, and Changes in Net Assets  
Year ended June 30, 2010

|                                |                    |
|--------------------------------|--------------------|
| Operating revenues:            |                    |
| Facility lease revenues        | \$ 1,946,000       |
| Operating expenses:            |                    |
| Interest expense               | <u>(2,393,000)</u> |
| Operating loss                 | (447,000)          |
| Nonoperating revenues:         |                    |
| Interest income                | <u>447,000</u>     |
| Change in net assets           | —                  |
| Net assets – beginning of year | <u>—</u>           |
| Net assets – end of year       | <u>\$ —</u>        |

See accompanying notes to financial statements.

**COMMUNITY CENTER AUTHORITY**  
(A Component Unit of the City of Anaheim, California)

Statement of Cash Flows

Year ended June 30, 2010

|   |                     |
|---|---------------------|
| Cash flows from operating activities:   |                     |
| Lease payments received   | \$ 2,531,000        |
| Interest paid   | <u>(2,350,000)</u>  |
| Net cash provided by operating activities   | <u>181,000</u>      |
| Cash flows from investing activities:   |                     |
| Interest received   | <u>431,000</u>      |
| Net cash provided by investing activities   | <u>431,000</u>      |
| Increase in cash and cash equivalents   | 612,000             |
| Restricted cash and cash equivalents – beginning of year                              | <u>650,000</u>      |
| Restricted cash and cash equivalents – end of year                                    | <u>\$ 1,262,000</u> |
| Reconciliation of operating loss to net cash provided by operating activities:        |                     |
| Operating loss  | \$ (447,000)        |
| Adjustments to reconcile operating loss to net cash provided by operating activities: |                     |
| Amortization of certificates of participation debt issuance costs and discount        | 37,000              |
| Changes in assets and liabilities:  |                     |
| Increase in accrued interest receivable   | (6,000)             |
| Decrease in lease receivable  | 591,000             |
| Increase in accrued interest payable  | <u>6,000</u>        |
| Net cash provided by operating activities   | <u>\$ 181,000</u>   |

See accompanying notes to financial statements.



**COMMUNITY CENTER AUTHORITY**  
(A Component Unit of the City of Anaheim, California)

Notes to Financial Statements

June 30, 2010

**(1) Organization**

The Community Center Authority (the CCA) is a nonprofit civic agency created under the terms of the Joint Exercise of Powers Agreement entered into by the City of Anaheim, California (the City) and the Anaheim Union High School District on March 1, 1965. The CCA was established to render financial assistance with the financing, acquisition, construction, operations, and maintenance of public auditoriums and exhibition buildings and facilities located within the City.

The CCA is governed by a five-member board of directors appointed by the City Council and has no employees. The City operates the Anaheim Convention Center under a facility lease with the CCA (see note 4). Upon dissolution of the CCA, any net assets remaining after liquidating all debts and obligations will be distributed to the City.

The CCA is a component unit of the City for financial reporting purposes as the City is accountable for the activities of the CCA. Accordingly, the results of operations for the CCA are included as a blended component unit in the comprehensive annual financial report of the City.

**(2) Significant Accounting Policies**

**(a) Basis of Accounting**

The transactions of the CCA are accounted for as an enterprise fund utilizing the accrual basis of accounting. Under Governmental Accounting Standards Board Statement No. 20, *Accounting and Financial Reporting for Proprietary Funds and Other Governmental Entities That Use Proprietary Fund Accounting*, the CCA does not apply Financial Accounting Standards Board pronouncements issued after November 30, 1989.

**(b) Restricted Cash and Cash Equivalents and Investments**

Restricted cash and cash equivalents and investments of the CCA are maintained and invested by an independent fiscal agent. Cash equivalents are defined as highly liquid investments that are both readily convertible to a known amount of cash and mature within 90 days of the date of purchase. Mutual fund investments are carried at fair value based on the fund's share price and flexible repurchase agreements, which are carried at fair value based on estimated net realizable value.

**(c) Fiscal Agent**

A fiscal agent on behalf of the CCA holds and invests funds from long-term debt issuances. The fiscal agent is mandated by bond indenture as to the types of investments in which proceeds can be invested. Investments by the fiscal agent predominantly consist of flexible repurchase agreements and mutual funds held in book entry form by the fiscal agent.

**(d) Debt Issuance Costs**

Debt issuance costs are capitalized and amortized over the lives of the related debt issues using the effective-interest method.

**COMMUNITY CENTER AUTHORITY**  
(A Component Unit of the City of Anaheim, California)

Notes to Financial Statements

June 30, 2010

(e) *Use of Estimates*

The preparation of the CCA's financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities as of June 30, 2010, and revenues and expenses for the fiscal year then ended. As such, actual results could differ from those estimates.

(3) **Investments**

(a) *Investments Authorized by Debt Agreement*

Investment of debt proceeds held by the fiscal agent is governed by provisions of the debt agreement. The table below identifies the investment types that are authorized for investments held by the fiscal agent. The table also identifies certain provisions of the debt agreement that address interest rate risk, credit risk, and concentration of credit risk.

| Authorized<br>investment type     | Maximum<br>maturity | Maximum<br>percentage<br>allowed | Maximum<br>investment<br>in one issuer |
|-----------------------------------|---------------------|----------------------------------|--|
| U.S. agency securities            | None                | None                             | None                                   |
| Bankers' acceptances              | One year            | None                             | None                                   |
| Commercial paper                  | None                | None                             | None                                   |
| Certificates of deposit           | One year            | None                             | None                                   |
| Investment agreements             | None                | None                             | None                                   |
| Repurchase agreements             | None                | None                             | None                                   |
| State or municipal bonds or notes | None                | None                             | None                                   |
| Mutual funds                      | None                | None                             | None                                   |
| Local Agency Investment Fund      | None                | None                             | None                                   |

At June 30, 2010, the investments controlled by the fiscal agent exceeded 5% concentration for repurchase agreements (84%).

(b) *Custodial Credit Risk*

Custodial credit risk for investments held by the fiscal agent is the risk that the CCA will not be able to recover the value of investment securities that are in the possession of an outside party. All securities held by the fiscal agent are in the name of the bond issue in trust for safekeeping with the fiscal agent, which is different from the CCA's primary bank.

**COMMUNITY CENTER AUTHORITY**  
(A Component Unit of the City of Anaheim, California)

Notes to Financial Statements

June 30, 2010

**(c) Interest Rate Risk**

Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. The CCA mitigates this risk by investing in longer-term securities only with funds that are not needed for current cash flow purposes and holding these securities to maturity. The CCA uses the segmented time distribution method to identify and manage interest rate risk. Interest rate risk for investments held by the fiscal agent is offset by the fact that the long-term investments are for the reserve funds with the semiannual interest payments used to pay a portion of the debt service. These are long-term securities that are not adversely affected by interest rate changes. Money market funds are used to accumulate semiannual debt service payments.

Information about the sensitivity of the fair values of the CCA's investments held by the fiscal agent to market interest rate fluctuations is provided by the following table. The distribution of the CCA's investments by maturity at June 30, 2010 is as follows:

| <u>Investments</u>                           | <u>Credit rating</u> | <u>Fair value, June 30, 2010</u> | <u>1 year or less</u> | <u>15 to 20 years</u> |
|--|----------------------|----------------------------------|-----------------------|-----------------------|
| Investments controlled by fiscal agent:      |                      |                                  |                       |                       |
| Flexible repurchase agreement                | Unrated              | \$ 6,490,000                     | —                     | 6,490,000             |
| Mutual funds                                 | AAA                  | <u>1,262,000</u>                 | <u>1,262,000</u>      | <u>—</u>              |
| Total investments controlled by fiscal agent |                      | <u>\$ 7,752,000</u>              | <u>1,262,000</u>      | <u>6,490,000</u>      |

**(4) Lease Receivable**

The CCA has entered into a noncancelable lease for the Anaheim Convention Center with the City expiring on August 1, 2023. The lease payments are designed to provide for installment amounts sufficient to meet the annual debt service requirements on certain of the certificates of participation issued by the CCA (see note 5). The lease receivable has been recorded at the present value of the future minimum payments to be received from the City under the lease agreement, reduced by the amount of debt proceeds and other amounts held by the CCA. The amount by which the lease receivable is offset has been and will continue to be reduced as the debt proceeds and other amounts are utilized and/or amortized. The lease transfers ownership of the facility to the City at the end of the lease term.

**COMMUNITY CENTER AUTHORITY**  
(A Component Unit of the City of Anaheim, California)

Notes to Financial Statements

June 30, 2010

Future minimum lease payments to be received from the City are as follows:

|   |               |
|---|---------------|
| Fiscal year ending June 30:                           |               |
| 2011  | \$ 2,350,000  |
| 2012  | 2,350,000     |
| 2013  | 2,350,000     |
| 2014  | 2,350,000     |
| 2015  | 5,845,000     |
| 2016 – 2020   | 31,846,000    |
| 2021 – 2024   | 9,440,000     |
|   | 56,531,000    |
| Less amount representing interest                     | (18,531,000)  |
| Present value of future minimum lease payments        | 38,000,000    |
| Less amount available to reduce future lease payments | (8,225,000)   |
| Total   | \$ 29,775,000 |

The City is responsible for any taxes and other assessments, incidental expenses, and administrative costs of the CCA, and all costs of reconstruction or repair of the Anaheim Convention Center facilities.

**(5) Certificates of Participation**

The CCA is indebted under certificates of participation as follows:

|  |               |
|--|---------------|
| Community Center Certificates of Participation – 1992 Financing Project, interest rates ranging from 3.90% to 6.40%, dated January 1, 1992, principal amount of \$92,777,000 with annual principal payments ranging from \$1,045,000 to \$6,230,000, and maturity dates ranging from August 1, 1993 to August 1, 2023. In July 2002, \$26,645,000 was advance refunded, with remaining annual principal payments ranging from \$900,000 to \$6,100,000 | \$ 38,000,000 |
|--|---------------|

The following is a summary of changes in certificates of participation for the year ended June 30, 2010:

|                               | Beginning<br>of year | Additions | Retirements | End of year | Due within<br>one year |
|-------------------------------|----------------------|-----------|-------------|-------------|------------------------|
| Certificates of participation | \$ 38,000,000        | —         | —           | 38,000,000  | —                      |

**COMMUNITY CENTER AUTHORITY**  
(A Component Unit of the City of Anaheim, California)

Notes to Financial Statements

June 30, 2010

Remaining debt service payments will be made from lease payments received from the City (note 4). Total annual debt service requirements to maturity are as follows:

|                             | <u>Principal</u>     | <u>Interest</u>   | <u>Total</u>      |
|-----------------------------|----------------------|-------------------|-------------------|
| Fiscal year ending June 30: |                      |                   |                   |
| 2011                        | \$ —                 | 2,350,000         | 2,350,000         |
| 2012                        | —                    | 2,350,000         | 2,350,000         |
| 2013                        | —                    | 2,350,000         | 2,350,000         |
| 2014                        | —                    | 2,350,000         | 2,350,000         |
| 2015                        | 3,500,000            | 2,345,000         | 5,845,000         |
| 2016 – 2020                 | 25,500,000           | 6,346,000         | 31,846,000        |
| 2021 – 2024                 | 9,000,000            | 440,000           | 9,440,000         |
|                             | <u>\$ 38,000,000</u> | <u>18,531,000</u> | <u>56,531,000</u> |

Cash and cash equivalents and investments held by the fiscal agent for the CCA totaled \$7,752,000 June 30, 2010 (see note 3). The fiscal agent is required by bond resolutions to reserve, at a minimum, cash and investments in an amount equal to the maximum annual debt service payments. The terms of the agreement between the CCA and the City provide that any cash held by the fiscal agent in excess of the amount reserved for maximum annual debt service may be applied as a reduction of lease installments due from the City or, alternatively, may be refunded to the City. During fiscal year 2010, there was no amount refunded to the City.