

BOARD OF TRUSTEES
ANAHEIM UNION HIGH SCHOOL DISTRICT
501 N. Crescent Way, P.O. Box 3520
Anaheim, California 92803-3520
www.auhsd.us

NOTICE OF REGULAR MEETING

Date: February 9, 2012

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

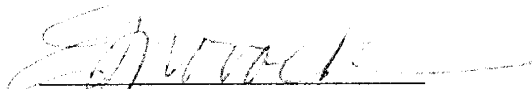
You are hereby notified that a regular meeting of the
Board of Trustees of the Anaheim Union High School District
is called for

Thursday, the 16th day of February 2012

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

Closed Session—3:00 p.m.

Regular Meeting—6:00 p.m.


Elizabeth I. Novack, Ph.D.
Superintendent

ANAHEIM UNION HIGH SCHOOL DISTRICT

501 N. Crescent Way, P.O. Box 3520, Anaheim, California 92803-3520, www.auhsd.us

BOARD OF TRUSTEES

Agenda

Thursday, February 16, 2012

Closed Session–3:00 p.m.

Regular Meeting–6:00 p.m.

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 N. Crescent Way in Anaheim, California. The office is open from 7:45 a.m. to 4:30 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, at the same time that they are distributed to the Board of Trustees.

Meetings are recorded for use in the official minutes.

1. **CALL TO ORDER–ROLL CALL** **ACTION ITEM**
2. **ADOPTION OF AGENDA** **ACTION ITEM**
3. **PUBLIC COMMENTS, CLOSED SESSION ITEMS** **INFORMATION ITEM**

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. **CLOSED SESSION** **ACTION/INFORMATION ITEM**

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

- 4.1 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).
- 4.2 To consider matters pursuant to Government Code Section 54957: Public employee discipline/dismissal/release.
- 4.3 To consider matters pursuant to Government Code Section 54956.9 (a): Conference with legal counsel, existing litigation regarding OAH Case No. 2011061152.
- 4.4 To consider matters pursuant to Education Code Section 48918: Expulsion of students 11-50, 11-51, 11-53, 11-54, 11-55, 11-56, 11-57, 11-58, 11-59, 11-60, 11-61, 11-62, 11-63, 11-64, and 11-65.

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**

Jodie Wales, Lexington Junior 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. Wales will present a report on Lexington Junior High School.

7.3 **ASCPTA Report**

Cindy Mendoza, ASCPTA president, will report on activities 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**

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

7.6 **District Update**

Public Information Officer Pat Karlak will present highlights on events throughout the District.

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

8.1 **Spelling Bee and Oral Interpretation Winners**

The Board of Trustees will recognize the following students for their outstanding accomplishments as winners of Words Out Loud, the District's spelling bee and oral interpretation competition.

7th Grade Spelling Bee

1st Place Jennifer Choi Oxford Academy
2nd Place Andy Ho Orangeview Junior High School

8th Grade Spelling Bee

1st Place Kellsey Hipolito Orangeview Junior High School
2nd Place Rahul Setty Oxford Academy

Junior High Oral Interpretation

1st Place Ibrahim Abu Orangeview Junior High School
2nd Place Alexis Ungria Oxford Academy

Senior High Oral Interpretation

1st Place Jordyn Brown Western High School
2nd Place Abby Omolafe Kennedy High School

8.2 **Kindness Matters Awards**

The Board of Trustees will honor the following individuals with a Kindness Matters award. This award evolved from input from members of the community, District employees, and from the Board of Trustees, as there was a desire to recognize those associated with AUHSD for their "community kindness." The program recognizes students, staff, employees, and/or community members who go far beyond the call of duty, doing more than others expect.

<u>Community</u>	<u>Students</u>	<u>Certificated</u>	<u>Classified</u>
Vanessa Diaz Edith Luna Kristan and Dean Peterson Marilyn Sasai	Savannah Esquivel Jon Sana	Veronica Alvarez Kim Bauerle RoseZetta Cummings Rob Gaudette Patti Hatcher Penny Hatzis Matthew Huisman Vince Le Scott Mc Iver Denise Selbe, Ed.D. Nathan Taylor Leone Walsh	Kathleen Erdtsieck Janice Goldsberry Efrain Martinez Rosa Mulleady

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 **Resolution No. 2011/12-BOT-02, Kindness Matters Month** **ACTION ITEM**
(Roll Call Vote)

The Board of Trustees is requested to adopt Resolution No. 2011/12-BOT-02, which designates the month of February as Kindness Matters Month. **[EXHIBIT A]**

Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2011/12-BOT-02, by a roll call vote.

- 10.2 **Resolution No. 2011/12-HR-04, Week of the School Administrator** **ACTION ITEM**
(Roll Call Vote)

The Board of Trustees is requested to adopt Resolution No. 2011/12-HR-04 declaring the week of March 4, 2012, through March 10, 2012, as Week of the School Administrator. **[EXHIBIT B]**

Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2011/12-HR-04, by a roll call vote.

- 10.3 **Resolution No. 2011/12-E-06, African American History Month** **ACTION ITEM**
(Roll Call Vote)

The Board of Trustees is requested to adopt Resolution No. 2011/12-E-06, which designates the month of February as African American 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 C]**

Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2011/12-E-06, by a roll call vote.

- 10.4 **Resolution No. 2011/12-E-07, National Parent/Teacher Association Founders Day** **ACTION ITEM**
(Roll Call Vote)

The Board of Trustees is requested to adopt Resolution No. 2011/12-E-07 declaring February 17, 2012, as National Parent/Teacher Association (PTA) Founders Day. The adoption of this resolution honors the substantial role that PTA has played in supporting parent involvement and working on behalf of all children and families. **[EXHIBIT D]**

Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2001/12-E-07, by a roll call vote.

- 10.5 **Resolution No. 2011/12-B-15, Temporary Transfer from the Orange County Treasurer** **ACTION ITEM**
(Roll Call Vote)

The Board of Trustees is requested to adopt Resolution No. 2011/12-B-15, Temporary Transfer from the Orange County Treasurer. On December 13, 2011, the Orange County Board of Supervisors approved an action to enable temporary transfers of funds from the County's Educational Money Market Fund to school districts to assist them with cash flow deficits. The cost of the of the temporary transfers is equal to the gross rate the Education

Investment Pool is earning plus 5 basis points (.0005). In the past, the District has relied on issuing a Tax Revenue Anticipation Note (TRAN). This temporary transfer is in place of the TRAN. In the current interest rate environment, the temporary transfer from the Orange County Treasurer is more cost effective for the District.

Resolution 2011/12-B-15 authorizes the assistant superintendent, Business, to formally request a transfer in an amount and on a date as necessary to meet the District's cash flow needs. A sample of the Temporary Transfer Agreement is attached to the resolution. The agreement will be completed and signed by the assistant superintendent, Business, at the time of the request for a temporary transfer of funds. **[EXHIBIT E]**

Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2011/12-B-15, by a roll call vote.

10.6 **Resolution No. 2011/12-B-16, Agreement Regarding the Imposition and Payment of Capital Facilities Capacity Charges (Roll Call Vote)** **ACTION ITEM**

The Board of Trustees is requested to adopt Resolution No. 2011/12-B-16, Agreement Regarding the Imposition and Payment of Capital Facilities Capacity Charges. After many years and considerable discussion and negotiations with the Orange County Sanitation District (OCSD), an agreement has been finalized between the OCSD and all orange county school and community college districts regarding the Capital Facilities Capacity Charges to be imposed on the net increase of a new or expanded structure at a cost of \$279 per 1,000 square feet. It is recommended that the Board adopt the terms of the OCSD settlement agreement for the assessment of Capital Facilities Capacity Charges, effective July 1, 2011. **[EXHIBIT F]**

Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2011/12-B-16, by a roll call vote.

10.7 **Marian Bergeson Award** **INFORMATION/ACTION ITEM**

The Board of Trustees is requested to discuss and consider nominations for the Orange County School Boards Association Marian Bergeson Award. Established in 1974, the Marian Bergeson Award was created to recognize those trustees who best exemplify the spirit of Boardmanship. **[EXHIBIT G]**

Recommendation:

It is recommended that the Board of Trustees discuss and consider nominations and provide direction to staff.

10.8 **Memorandum of Understanding, Imperial County Office of Education** **ACTION ITEM**

The Board of Trustees is requested to approve the memorandum of understanding (MOU) with Imperial County Office of Education (ICOE). ICOE will provide classroom observation protocol training to site leadership teams to provide structures, which support teacher-driven learning walks. Learning walks occur at several of the District's schools and are used to identify best practices to be shared in Professional Learning Communities (PLC). Services will be provided February 17, 2012, through June 30, 2012, at a cost not to exceed \$10,000. (Title III Funds) **[EXHIBIT H]**

Recommendation:

It is recommended that the Board of Trustees approve the memorandum of understanding.

10.9 **Agreement, California State University, Fullerton** **ACTION ITEM**

The Board of Trustees is requested to ratify the agreement with California State University, Fullerton (CSUF) for student learning activity placement January 25, 2012, and continuing until terminated. University students will meet with District administrators to participate in learning activities that best meet their individual academic needs and goals. This agreement provides opportunities for the student to observe, participate, and assist in the professional field related to the student's academic field of study for one semester. District administrators will model to the student professional, ethical, and appropriate behavior. Additionally, professional attire, development, and conduct will be reviewed. Services are being provided at no cost to the District. This agreement will be signed by CSUF following approval by the AUHSD Board of Trustees. **[EXHIBIT I]**

Recommendation:

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

10.10 **Board of Trustees' Policies and Protocol** **INFORMATION ITEM**

The Board of Trustees is requested to discuss the current status of Board policies associated with revision and compliance protocol.

Recommendation:

Although this is an information item only, requiring no formal action by the Board of Trustees, it is recommended that the Board of Trustees discuss Board policy revision and compliance protocol.

10.11 **Revised Secret Societies Board Policy, Second Reading** **ACTION ITEM**

The Board of Trustees is requested to review/approve the second reading of revised Board Policy 8603.05, Secret Societies. A recent Office of Civil Rights Career Technical Education review and findings cited that the Board Policy 8603.05, Secret Societies, needed to be revised to include nondiscrimination language to meet compliance requirements. The revised policy will satisfy the Office of Civil Rights Career Technical Education review findings. **[EXHIBIT J]**

Recommendation:

It is recommended that the Board of Trustees review/approve the second reading of revised Board Policy 8603.05.

10.12 **Assembly Bill 1166, Pupils, Privacy of Pupil Records: Standardize Test Scores and Grades** **INFORMATION/ACTION ITEM**

The Board of Trustees is requested to discuss Assembly Bill (AB) 1166 as introduced by Assemblyman Jose Solorio. AB 1166 states that a school district shall not include, or cause to be included, on a pupil's school identification card or any other object that a pupil is required by school officials to carry on his or her person while present at school, any information about that pupil's scores on standardized tests or the course grades that the pupil has received. **[EXHIBIT K]**

Recommendation:

It is recommended that the Board of Trustees discuss AB 1166 and provide direction to staff.

10.13 **Express Scripts, Inc., Pharmacy Benefit Management Agreement** **ACTION ITEM**

The Board of Trustees is requested to ratify an agreement with Express Scripts, Inc., for pharmacy benefit management services associated with the District self-funded PPO health benefit plan, effective January 1, 2012. Per the agreement with all bargaining units, the plan was implemented on January 1, 2012, however, the formal agreement could not be finalized until the effects of the changes in the prescription copay structure could be assessed and drug rebates renegotiated. Services include pharmacy network contracting; pharmacy claims processing; mail and specialty drug pharmacy; clinical, safety, and adherence programs; and, formulary and rebate administration. The agreement stipulates negotiated terms on pharmacy rebates to benefit the District's PPO health benefit plan. The anticipated annual savings to the District is expected to be approximately \$1.1 million due to higher manufacturer's rebates on certain prescription drugs. **[EXHIBIT L]**

Recommendation:

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

10.14 **Educational Consulting Agreement, Disciplina Positiva** **ACTION ITEM**

Approve the educational consulting agreement with Disciplina Positiva. Disciplina Positiva will provide a comprehensive six-session training program for Western High School parents. The program is designed to promote the development of positive communication between parents and their adolescent children and to facilitate a connection between the family, the community, and the school. Workshops are taught in Spanish and English, by experienced bilingual facilitators. The program's content will be tailored to the specific needs of the school and will include: criteria for effective home discipline, maximizing the potential of adolescents, and understanding adolescent behavior. Services will be provided February 22, 2012, through March 28, 2012, at a cost not to exceed \$4,000. (Title I Funds) **[EXHIBIT M]**

Recommendation:

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

10.15 **Application for E-Rate Funding for the Existing Data and Telecommunications Contracts** **ACTION ITEM**

The Board of Trustees is requested to approve the application for E-Rate funding for the existing data and telecommunications contracts. The District currently utilizes existing E-Rate contracts for data and telecommunications services. It is necessary that the District apply for funding annually. Existing contracts are funded through E-Rate, California Teleconnect Fund (CTF) and the General Fund. The contracts listed below cover the District's telecommunication and data services and include anticipated costs:

Service	Vendor	Contract	E-Rate	CTF	AUHSD
Local Telephone	Pac Bell	CalNet 2 MSA1	\$195,760	\$30,909	\$30,909
Long Distance	AT&T	CalNet2 MSA 2	\$ 20,974		
Data Services	Pac Bell	96A OPTEMAN	\$248,278	\$39,202	\$39,202
Data (DSL) Svcs.	SBC	Month to Month	\$ 684		

Recommendation:

It is recommended that the Board of Trustees approve the application for E-Rate funding for the existing data and telecommunications contracts.

10.16 **Award of E-Rate 15 Bid**

ACTION ITEM

It is recommended that the Board of Trustees award the bid as listed for a period of three (3) years with the option to renew for up to two (2) additional years. The bid will be reviewed at the end of each renewal period and will be approved or terminated by the District's director of Purchasing and Central Services.

<u>Bid #</u>	<u>Service</u>	<u>Award</u>	<u>Amount</u>
2011-08	Cell Phone Service District-Wide	Sprint Solutions, Inc.	\$100,500/Year

Funding: E-Rate \$100,500/Year, General Fund \$20,500/Equipment

Recommendation:

It is recommended that the Board of Trustees award the bid as listed.

10.17 **Rejection of E-Rate 15 Bid**

ACTION ITEM

It is recommended the Board of Trustees reject the bid as listed.

<u>Bid #</u>	<u>Service</u>	<u>Award</u>
2012-05	Learning Management System*	Reject all bids
2012-06	Internet Services District-Wide	Reject all bids

*Learning Management System (LMS) is a software application for the administration and operation of student-teacher, classroom events.

Recommendation:

It is recommended that the Board of Trustees reject the bid as listed.

10.18 **Rejection of Liability Claim**

ACTION ITEM

The Board of Trustees is requested to reject a liability claim that was filed on January 11, 2012, and it was identified as AUHSD 12-01 (Tort Claim 297). After review, staff determined that the claim was not a proper charge against the District. This claim alleges personal injury.

Recommendation:

It is recommended that the Board of Trustees reject AUHSD 12-01 (Tort Claim 297) as not a proper charge against the District and authorize staff to send the notice of rejection.

10.19 **School Sponsored Student Organizations**

ACTION ITEM

The Board of Trustees is requested to approve the following school sponsored organizations:

10.19.1 Dual Language Academy Club, Sycamore Junior High School **[EXHIBIT N]**

10.19.2 Savanna High School Automotive Club, Savanna High School **[EXHIBIT O]**

10.19.3 Computer Club, Loara High School **[EXHIBIT P]**

Recommendation:

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

10.20 **Initial Contract Proposal, AUHSD to ASTA**

INFORMATION ITEM

In accordance with Board Policy 6500.01, the Anaheim Union High School District's (AUHSD) initial contract proposal to the Anaheim Secondary Teachers Association (ASTA) for 2012-13 is presented, in writing, to the Board of Trustees. **[EXHIBIT Q]**

Recommendation:

Although this is an information item requiring no formal action by the Board of Trustees, it is recommended that the Board officially receive the proposal in order to proceed to the public hearing.

10.21 **Public Hearing, Initial Contract Proposal, AUHSD to ASTA**

INFORMATION ITEM

The Board of Trustees is requested to hold a public hearing on the Anaheim Union High School District's (AUHSD) initial contract proposal to Anaheim Secondary Teachers Association (ASTA) for 2012-13.

Recommendation:

Although this is an information item requiring no formal action by the Board of Trustees, it is recommended the Board formally open a public hearing to provide the public an opportunity to speak on the proposal.

10.22 **Initial Contract Proposal, ASTA to AUHSD**

INFORMATION ITEM

In accordance with Board Policy 6500.01, the Anaheim Secondary Teachers Association's (ASTA) initial contract proposal to the Anaheim Union High School District (AUHSD) for 2012-13 is presented, in writing, to the Board of Trustees. **[EXHIBIT R]**

Recommendation:

Although this is an information item, requiring no formal action by the Board of Trustees, it is recommended that the Board officially receive the proposal in order to proceed to the public hearing.

10.23 **Public Hearing, Initial Contract Proposal, ASTA to AUHSD**

INFORMATION ITEM

The Board of Trustees is requested to hold a public hearing on the Anaheim Secondary Teachers Association's (ASTA) initial contract proposal to the Anaheim Union High School District (AUHSD) for 2012-13.

Recommendation:

Although this is an information item requiring no formal action by the Board of Trustees, it is recommended the Board formally open a public hearing to provide the public an opportunity to speak on the proposal.

10.24 **Initial Contract Proposal, AUHSD to APGA**

INFORMATION ITEM

In accordance with Board Policy 6500.01, the Anaheim Union High School District's (AUHSD) initial contract proposal to the Anaheim Personnel and Guidance Association (APGA) for 2012-13 is presented, in writing, to the Board of Trustees. **[EXHIBIT S]**

Recommendation:

Although this is an information item requiring no formal action by the Board of Trustees, it is recommended that the Board officially receive the proposal in order to proceed to the public hearing.

10.25 **Public Hearing, Initial Contract Proposal, AUHSD to APGA** **INFORMATION ITEM**

The Board of Trustees is requested to hold a public hearing on the Anaheim Union High School District's (AUHSD) initial contract proposal to the Anaheim Personnel and Guidance Association (APGA) for 2012-13.

Recommendation:

Although this is an information item requiring no formal action by the Board of Trustees, it is recommended the Board formally open a public hearing to provide the public an opportunity to speak on the proposal.

10.26 **Initial Contract Proposal, APGA to AUHSD** **INFORMATION ITEM**

In accordance with Board Policy 6500.01, the Anaheim Personnel and Guidance Association's (APGA) initial contract proposal to the Anaheim Union High School District (AUHSD) for 2012-13 is presented, in writing, to the Board of Trustees. **[EXHIBIT T]**

Recommendation:

Although this is an information item requiring no formal action by the Board of Trustees, it is recommended that the Board officially receive the proposal in order to proceed to the public hearing.

10.27 **Public Hearing, Initial Contract Proposal, APGA to AUHSD** **INFORMATION ITEM**

The Board of Trustees is requested to hold a public hearing on the Anaheim Personnel and Guidance Association's (APGA) initial contract proposal to the Anaheim Union High School District (AUHSD) for 2012-13.

Recommendation:

Although this is an information item requiring no formal action by the Board of Trustees, it is recommended the Board formally open a public hearing to provide the public an opportunity to speak on the proposal.

10.28 **Initial Contract Proposal, AUHSD to CSEA** **INFORMATION ITEM**

In accordance with Board Policy 6500.01, the Anaheim Union High School District's (AUHSD) initial contract proposal to the California School Employees Association (CSEA) for 2012-13 is presented, in writing, to the Board of Trustees. **[EXHIBIT U]**

Recommendation:

Although this is an information item requiring no formal action by the Board of Trustees, it is recommended that the Board officially receive the proposal in order to proceed to the public hearing.

10.29 **Public Hearing, Initial Contract Proposal, AUHSD to CSEA** **INFORMATION ITEM**

The Board of Trustees is requested to hold a public hearing on the Anaheim Union High School District's (AUHSD) initial contract proposal to the California School Employees Association (CSEA) for 2012-13.

Recommendation:

Although this is an information item requiring no formal action by the Board of Trustees, it is recommended the Board formally open the public hearing to provide the public an opportunity to speak on the proposal.

10.30 **Initial Contract Proposal, CSEA to AUHSD**

INFORMATION ITEM

In accordance with Board Policy 6500.01, the California School Employees Association's (CSEA) initial contract proposal to the Anaheim Union High School District (AUHSD) for 2012-13 is presented, in writing, to the Board of Trustees. **[EXHIBIT V]**

Recommendation:

Although this is an information item requiring no formal action by the Board of Trustees, it is recommended the Board officially receive the proposal in order to proceed to the public hearing.

10.31 **Public Hearing, Initial Contract Proposal, CSEA to AUHSD**

ACTION ITEM

The Board of Trustees is requested to hold a public hearing on the California School Employees Association's (CSEA) initial proposal to the Anaheim Union High School District (AUHSD) for 2012-13.

Recommendation:

Although this is an information item requiring no formal action by the Board of Trustees, it is recommended the Board formally open a public hearing to provide the public an opportunity to speak on the proposal.

10.32 **Initial Contract Proposal, AUHSD to AFSCME**

INFORMATION ITEM

In accordance with Board Policy 6500.01, the Anaheim Union High School District's (AUHSD) initial contract proposal to the American Federation of State, County and Municipal Employees Association (AFSCME) for 2012-13 is presented, in writing, to the Board of Trustees. **[EXHIBIT W]**

Recommendation:

Although this is an information item requiring no formal action by the Board of Trustees, it is recommended that the Board officially receive the proposal in order to proceed to the public hearing.

10.33 **Public Hearing, Initial Contract Proposal, AUHSD to AFSCME**

INFORMATION ITEM

The Board of Trustees is requested to hold a public hearing on the Anaheim Union High School District's (AUHSD) initial contract proposal to the American Federation of State, County and Municipal Employees Association (AFSCME) for 2012-13.

Recommendation:

Although this is an information item requiring no formal action by the Board of Trustees, it is recommended the Board formally open the public hearing to provide the public an opportunity to speak on the proposal.

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 **Triennial Review, Countywide Expulsion Plan for Expelled Students**

Approve the triennial review of the Countywide Expulsion Plan for Expelled Students with the Orange County Department of Education. This plan is reviewed every three years by the Orange County Department of Education and the 28 school districts located in Orange County, via county meetings that include representatives from each district. The entire plan is reviewed and gaps of service are identified. As a result, this report is created to address those areas of concern for the years 2012-15. The plan will provide educational services to expelled students according to Education Code Section 48916.1, at no cost to the District. **[EXHIBIT X]**

Recommendation:

It is recommended that the Board of Trustees approve the triennial review of the Countywide Expulsion Plan for Expelled Students.

11.2 **Mobile Health Care Services Agreement, Children's Hospital of Orange County**

Ratify the mobile health care services agreement with Children's Hospital of Orange County (CHOC). This agreement will provide health care under CHOC's clinical license in Orange County. Services will be provided using mobile clinics for the treatment of asthma care, minor medical conditions, acute and well-child physical examinations, adolescent services, immunizations, and appropriate medical referrals for follow-up care. They will also write prescriptions, which may or may not include the dispensing of medication, at Sycamore and South junior high schools, with provisions to add other District schools, if the District and CHOC agree. This is a continuing agreement, which began in 2007. Services will be provided, July 1, 2011, through June 30, 2013, at no cost to the District. **[EXHIBIT Y]**

Recommendation:

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

11.3 **Educational Consulting Agreement Amendment, Belinda Dunick-Karge, Ph.D.**

Approve the educational consulting agreement amendment with Belinda Dunnick-Karge, Ph.D., to amend the original agreement amount approved at the October 13, 2011, Board meeting, from \$5,000 to \$6,000. To address the unique needs of high school and junior high school inclusive settings, the consultant will provide one additional day of training, to allow specialized training by grade-level. The additional training is scheduled for March 6, 2012, upon approval by the Board of Trustees. (Special Education Funds) **[EXHIBIT Z]**

Recommendation:

It is recommended that the Board of Trustees approve the educational consulting agreement amendment.

11.4 **Agreement, Focused Fitness**

Ratify the agreement with 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, 2011, through September 30, 2012, at a cost not to exceed \$94,600. (PEP Grant Funds) **[EXHIBIT AA]**

Recommendation:

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

11.5 **Instructional Materials Submitted for Adoption**

Adopt the selected instructional materials. The Instructional Materials Review Committee has recommended the selected books for use in multimedia production and webpage design. The books have been made available for public review. **[EXHIBIT BB]**

Recommendation:

It is recommended that the Board of Trustees adopt the selected instructional materials.

11.6 **Instructional Materials Submitted for Display**

Approve the selected materials for display, recommended by the Instructional Materials Review Committee, for English Language Mainstream (ELM) language support and English Language Development (ELD) IV. Before the materials can be approved for adoption, they must be made available for public review. The Board of Trustees will be requested to consider adoption of the materials following the end of the period of public display, February 17, 2012, through March 8, 2012. **[EXHIBIT CC]**

Recommendation:

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

11.7 **Institutional Membership**

City of Cypress Chamber of Commerce membership, February 1, 2012, through February 1, 2013, \$100. This is the 2011 negotiated rate. (General Funds)

Recommendation:

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

11.8 **Individual Service Contracts**

Recommendation:

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

11.9 **Field Trip Report**

Recommendation:

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

11.10 **Certificated Personnel Report**

Recommendation:

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

11.11 **Classified Personnel Report**

Recommendation:

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

11.12 **Donations**

Recommendation:

It is recommended that the Board of Trustees accept the donations as submitted. [EXHIBIT HH]

11.13 **Declaring 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 II]

11.14 **Declaring 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 JJ]

11.15 **Purchase Order Detail Report**

Recommendation:

It is recommended that the Board of Trustees ratify the purchase order detail report, January 10, 2012, through February 6, 2012. [EXHIBIT KK]

11.16 **Check Register/Warrants Report**

Recommendation:

It is recommended that the Board of Trustees ratify the check register/warrants report January 10, 2012, through February 6, 2012. [EXHIBIT LL]

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

12.1 Associated Student Body Fund, October 2011 [EXHIBIT MM]

12.2 Cafeteria Fund, November 2011 [EXHIBIT NN]

12.3 Enrollment Report, Month 4 [EXHIBIT OO]

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 8, 2012, at 6:00 p.m.

Thursday, March 29
Thursday, April 19
Thursday, May 10
Thursday, May 31
Thursday, June 21
Thursday, July 12

Thursday, August 16
Thursday, September 6
Thursday, September 20
Thursday, October 11
Thursday, November 1
Thursday, December 6

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 Tuesday, February 14, 2012.

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

Kindness Matters Month

RESOLUTION NO. 2011/12-HR-05

February 16, 2012

On the motion of _____ 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 16th day of February 2012, 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 16, 2012, 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 16th of February 2012, 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 16th of February 2012.

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**

**WEEK OF THE SCHOOL ADMINISTRATOR
MARCH 4-10, 2012**

RESOLUTION NO. 2011/12-HR-04

February 16, 2012

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

Whereas, leadership matters for California's public education system and the more than six million students it serves; and

Whereas, school administrators are passionate, lifelong learners who believe in the value of quality public education, and

Whereas, the title "school administrator" is a broad term used to define many education leadership posts. Superintendents, assistant superintendents, principals, assistant principals, special education and adult education leaders, curriculum and assessment leaders, school business officials, classified educational leaders, and other school district employees are considered administrators; and

Whereas, providing quality service for student success is paramount for the profession; and

Whereas, most school administrators began their careers as teachers. The average administrator has served in public education for more than a decade. Most of California's superintendents have served in education for more than 20 years. Such experience is beneficial in their work to effectively and efficiently lead public education and improve student achievement; and

Whereas, public schools operate with lean management systems. Across the nation, public schools employ fewer managers and supervisors than most public and private sector industries including transportation, food service, manufacturing, utilities, construction, publishing and public administration; and

Whereas, school leaders depend on a network of support from school communities – fellow administrators, teachers, parents, students, businesses, community members, board trustees, colleges and universities, community and faith-based organizations, elected officials and district and county staff and resources – to promote ongoing student achievement and school success; and

Whereas, research shows great schools are led by great principals, and great districts are led by great superintendents. These site leaders are supported by extensive administrative networks throughout the state; and

Whereas, the State of California has declared the first full week of March as the "Week of the School Administrator" in Education Code 44015.1; and

Whereas, the future of California's public education system depends upon the quality of its leadership;

Now, Therefore, Be it Proclaimed, by the Association of California School Administrators that all school leaders be commended for the contributions they make to successful student achievement.

Passed and adopted this 16th day of February 2012, 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 16, 2012, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

I, Elizabeth Novack, Superintendent of the Anaheim Union High School District, 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 16th day of February 2012, and passed by a roll call vote of all members of said Board of Trustees.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 16th day of February 2012.

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**

National African American History Month

RESOLUTION NO. 2011/12-E-06

February 16, 2012

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 African American 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 23rd, 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 3rd, 1870, the 15th Amendment, granting African Americans the right to vote, was passed; on February 25th, 1870, the first African American U.S. Senator, Hiram R. Revels, took his oath of office; on February 12th, 1909, the NAACP was founded in New York City; on February 1st, 1960, a civil-rights movement milestone occurred when a courageous group of African American 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 National African American History Month; and

Resolution No. 2011/12-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 National African American History Month, 2012, to honor the many achievements and contributions made by African Americans to our economic, cultural, spiritual and political development; and;

ADOPTED this 16th day of February 2012, 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 16, 2012, 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 16th of February 2012, 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 16th of February, 2012.

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**

National Parent/Teacher Association Founders Day

RESOLUTION NO. 2011/12-E-07

February 16, 2012

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 dedication of the Parent/Teacher Association (PTA), which was defined more than a century ago; and

WHEREAS, The Founders Day celebration was created in 1910 by Mrs. David O. Mears, a charter member of the National Congress of Mothers founded by Alice McLellan Birney and Phoebe Apperson Hearst in Washington, DC, February 17, 1897.; and

WHEREAS, in 1925 the organization changed names to the National Congress of Parents and Teachers; and

WHEREAS, in 1970 uniting with the National congress of Colored Parents and Teachers, to become National PTA; and

WHEREAS through PTA an advocacy has been formed to help enact and enforce laws, children's health is better protected and children are better fed, housed and educated, with parents more involved in their upbringing; and

WHEREAS, the vision of PTAs founder has been realized in many ways, and now it is up to the present PTA members to continue the vision.

THEREFORE, BE IT RESOLVED That the Anaheim Union High School District celebrates National Parent/Teacher Association Founders Day, on February 17, 2012, to honor the

Resolution No. 2011/12-E-07

substantial role that PTA has played locally, regionally, and nationally in supporting parent involvement and working on behalf of all children and families; and;

ADOPTED this 16th day of February 2012, 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 16, 2012, 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 16th of February 2012, 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 16th of February, 2012.

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

TEMPORARY TRANSFER FROM ORANGE COUNTY TREASURER

RESOLUTION NO. 2011/12-B-15

February 16, 2012

WHEREAS, the Anaheim Union High School District (the "District") desires to request the County Treasurer to make temporary transfers (the "Transfer") of monies to meet its current maintenance expenses for fiscal years 2011-2012 and 2012-2013; and

WHEREAS, California Constitution Article XVI, Section 6, provides that the County Treasurer shall have the power and the duty to make temporary transfers of monies, as further specified therein, upon resolution adopted by the Board of Supervisors authorizing such temporary transfer; and

WHEREAS, pursuant to California Constitution Article XVI, Section 6 and Education Code section 42620, the total amount that may be temporarily transferred to the District may not exceed 85 percent of the anticipated revenues which will accrue to the District during the fiscal year ("FY"); and

WHEREAS, the District has not issued, nor will issue, a TRAN or other borrowing or any kind or nature for the purpose of funding the District's short term cash flow, which is outstanding in whole or in part, while a Transfer is outstanding; and

WHEREAS, any Transfer to the District will be made from and limited to the Educational Money Market Fund.

NOW, THEREFORE, BE IT RESOLVED that this Board does hereby:

1. Find and determine that the Transfers are in the public interest and serve a valid public purpose.
2. The District Board of Trustees hereby requests transfers of monies from the Educational Money Market Fund to the District to cover the District's current maintenance expenses for FY 2011-2012 and FY 2012-2013. The amount of any

Transfer cannot exceed 85 percent of the anticipated revenues which will accrue to the District during the fiscal year. This amount shall be certified by the District and the actual amount of any Transfer(s) will be approved, if at all, in the discretion of the County Treasurer, exercising her trust and fiduciary duties with respect to protecting all of the Educational Investment Pool participants from any principal loss and ensuring adequate liquidity to meet operating cash needs, that such monies are available for such Transfers. The assistant superintendent, Business is hereby authorized and directed for and on behalf of the District to formally request a Transfer in an amount and upon a date designated by the assistant superintendent, Business, not to exceed the limitations to such Transfer as provided herein.

3. For FY 2011-2012, the District hereby requests that the Transfer be made by the Treasurer in one or more installments and not prior to July 1, 2011, nor later than April 30, 2012. The Transfer shall be repaid no later than October 31, 2012.

4. For FY 2012-2013, the District hereby requests that the Transfer be made by the Treasurer in one or more installments and not prior to July 1, 2012, nor later than April 29, 2013. The Transfer shall be repaid no later than October 31, 2013.

5. It is hereby requested that the Treasurer deposit Transfer installments to the District in the General Fund. All Transfers installments to the District will be made from and limited to the Educational Money Market Fund.

6. The monies transferred to the District shall be repaid to the Educational Investment Pool from the first revenues accruing to the District before any other obligation of the District is met from such revenue. Compound interest on any Transfer installment will accrue and be payable by the District at a rate equal to the gross rate the Educational Investment Pool is earning for the same period from the date of the Transfer plus five (5) basis points until the entire Transfer and applicable interest is repaid.

7. The monies transferred to the District will be repaid to the Educational Money Market Fund from the first revenues accruing to the District before any other obligation of the District is met from such revenue. Full repayment of any Transfer shall be made no later than October 31 following each fiscal year. The District understands and agrees that repayment of any and all Transfers is an obligation imposed by law and the obligation of the District to make payments with respect to such Transfer(s) is absolute and unconditional, payable from lawfully available funds of the District. In furtherance of the District's repayment obligations, District hereby grants the County a first lien and pledge of all District revenues accruing to the District for the purpose of repayment of the Transfer(s).

8. The District Board of Trustees hereby determines that it can meet its financial obligations as set forth in the Temporary Transfer Agreement presented to this Board. The Temporary Transfer Agreement is hereby approved and the District Assistant Superintendent - Business is hereby authorized and directed to execute the Temporary Transfer Agreement on behalf of the District.

9. The Clerk/Secretary of the Board of Trustees is hereby directed to submit a certified copy of this Resolution to the Orange County Treasurer-Tax Collector.

10. This resolution shall take effect immediately.

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees, on February 16, 2012, 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 at the regular meeting thereof held on the 16th day of February 2012, and passed by a _____ vote of all members of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 16th day of February 2012.

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

RESOLUTION NO. 2011/2012-B-16**February 16, 2012****AGREEMENT REGARDING THE IMPOSITION AND PAYMENT OF CAPITAL FACILITIES CAPACITY CHARGES**

This Agreement Regarding the Imposition and Payment of Capital Facilities Capacity Charges ("Agreement") is entered into between the Orange County Sanitation District ("OCSD") and Anaheim Union High School District ("the District"). The Agreement is effective upon approval of the governing boards of the District and OCSD. OCSD and AUHSD are sometimes individually referred to in this Agreement as each "Party," and collectively referred to as the "Parties."

RECITALS

Whereas, OCSD collects, treats, and disposes of wastewater generated within its boundaries. The District owns and operates properties within OCSD's boundaries, and discharges wastewater from these properties to the OCSD collection, treatment, and disposal system.

Whereas, OCSD levies a fee on property owners known as the "Capital Facilities Capacity Charge" ("CFCC"). OCSD uses CFCC revenues to pay for the capital construction of new facilities to accommodate projected growth. Property owners must pay the CFCC when they (1) newly connect to OCSD's system, or (2) expand the use of property that is already connected to OCSD's system. The requirements for payment of CFCCs are currently set forth in Ordinance No. OCSD-40.

Whereas, OCSD calculates the amount of CFCCs for non-residential properties based on, *inter alia*, the estimated relative demand for water associated with different property uses. OCSD categorizes each non-residential property use as low demand, average demand, or high demand. Currently, the base CFCC charges for low demand uses and average demand uses are Two Hundred and Seventy Nine dollars (\$279) and One Thousand Seven Hundred and Thirty Four dollars (\$1,734), respectively, per 1,000 square feet of a new or expanded structure.

Whereas, Sections 2.11 and 2.12 of Ordinance OCSD-40 specify how CFCCs are calculated for replacement structures and remodeled structures. Under these sections CFCCs are, in effect, based on the net increase in square footage of a replacement or remodeled structure as compared with the previously existing structure.

Whereas, Ordinance No. OCSD-40 currently requires OCSD to adjust the amount of CFCCs annually based on the increase in the Engineering News-Record construction cost index for Los Angeles ("ENR Index") as of December of the prior year. CFCCs are also adjusted periodically based on updates to OCSD's Facilities Master Plan. Each Master Plan identifies the capital improvement projects that will be necessary over the

following twenty years to meet OCSD's needs, and the estimated cost of those projects. The CFCCs are based on the cost estimates set forth in the most recent Facilities Master Plan.

Whereas, pursuant to California Government Code Section 54999.3, OCSD and the District have negotiated the terms under which the District will pay CFCCs to OCSD. These terms are set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Low Demand Category. For purposes of calculating CFCCs, OCSD shall categorize the District's use of property that it owns within OCSD as "low demand."

2. Payment of CFCCs. Effective July 1, 2011, the District shall pay CFCCs to OCSD pursuant to the requirements of Ordinance No. OCSD-40, as those requirements may be amended from time to time through successor ordinances, resolutions, and/or other documents. Without limiting the foregoing, the District acknowledges that the amount of the CFCC may be adjusted annually based on the ENR Index, and otherwise adjusted periodically based on updates to OCSD's Facilities Master Plan, all as described in the Recitals above.

3. Property Leased to Others Non-Education Related Uses. The District acknowledges that Section 1 above does not apply to property that the District leases to another person or entity for a purpose unrelated to education. OCSD may categorize any such property as average or high demand, as appropriate, based on the policies and criteria in place when the CFCC is imposed.

4. Termination. The obligations of the Parties under this Agreement shall terminate if and when OCSD should ever (1) recategorize the District's use of property that it owns as either average demand or high demand, or (2) modify the CFCC requirements such that CFCCs for replacement and remodeled structures are not, in effect, based on the net increase in square footage of a replacement or remodeled structure as compared with the previously existing structure. If the Agreement is so terminated, the District shall remain responsible for CFCCs incurred prior to termination.

5. Attorneys Fees and Costs. The Parties shall bear their own attorneys fees and costs incurred in connection with this matter, including but not limited to fees and costs incurred in connection with the Board Proceeding and the preparation of this Agreement.

6. Notices. Any notice, request, demand, consent, approval or other communication required or permitted hereunder or by law shall be deemed given or made only if in writing and deposited in the United States mail, postage prepaid and addressed to the party for whom intended, addressed as follows, or to such other address as may, from, time to time, be designated by written notice to the other Parties:

To OCSD: Orange County Sanitation District

10844 Ellis Avenue
Fountain Valley, CA 92708
Attention: General Manager

With a copy to: Bradley R. Hogin, Esq.
Woodruff, Spradlin, & Smart
555 Anton Boulevard, Suite 1200
Costa Mesa, CA 92606

To the
District: Anaheim Union High School District
501 Crescent Way
Anaheim, CA 92803-3520

7. Entire Agreement. This Agreement constitutes the entire understanding between the Parties hereto with respect to the subject matter set forth herein and supersedes any and all prior or other contemporaneous understandings, correspondence, negotiations, or agreements, written or oral between them respecting the within subject matter.

8. Amendments in Writing. Any amendments to this Agreement must be in writing and signed by all of the Parties.

9. Successors and Assigns. The terms and conditions of this Agreement shall inure to the benefit of, and be binding upon the Parties and their respective heirs, representatives, successors and assigns.

10. Interpretation. This Agreement is the result of negotiations in which each party was represented by counsel of their own selection. Each of the Parties hereby waives any provisions of law to the effect that an ambiguity in a contract or agreement should be interpreted against the Party that drafted the contract, agreement or instrument.

11. Governing Law. This Contract shall be governed by and construed according to the laws of California.

12. No Admission of Liability. This is a compromise settlement of disputed claims. Neither the execution of this Agreement nor anything contained in it is intended to be, nor shall be deemed to be, an admission by either party of any liability to anyone or an admission of the existence of facts upon which liability could be based.

13. Ownership of Claims. The Parties, and each of them, hereby warrant that they are the owners of, and the party legally entitled to settle and release, every claim referred to herein.

14. Severability. In the event any part of this Agreement should be found invalid, unenforceable, or nonbinding, the remaining portion will remain in force and fully binding.

15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

APPROVED AND AGREED:

ORANGE COUNTY SANITATION DISTRICT

Dated: _____

By: _____
James Ruth
General Manager

APPROVED AS TO FORM:

By: _____
Bradley R. Hogin, Esq

Dated: _____

By: _____
Dianne Poore
Assistant Superintendent, Business

APPROVED AS TO FORM:

By: _____
Jeffrey J. Riel, Esq.
District Counsel



Orange County School Boards Association

200 Kalmus Drive • P.O. Box 9050 • Costa Mesa, CA 92628-9050 • (714) 966-4313 Fax (714) 549-2657

January 25, 2012

TO: Board Members of Orange County School Districts, Community Colleges, and Regional Occupational Programs

FROM: Suzie Swartz, Chair, Marian Bergeson Award Committee
President, OCSBA

SUBJECT: MARIAN BERGESON AWARD NOMINATIONS

In 1974, the Orange County School Boards Association (OCSBA) created the Marian Bergeson Award to recognize those trustees who best exemplify the spirit of boardsmanship. The award is presented annually to a trustee who has provided outstanding governing board service and community service to promote and enhance public education.

This letter is an invitation for your Board to nominate a worthy trustee. Nominees can be submitted by individual trustees or boards of education. Past recipients should abstain from the nominating process. However, that member may vote as a member of a board of trustees making a nomination. Criteria for the award are as follows:

1. Recipient shall serve or have served within twelve (12) months prior to selection on a board in good standing in the OCSBA.
2. Emphasis shall be on school board and community service on behalf of public education. The application must differentiate between work done as a volunteer and work done as a paid employee.
3. Consideration may be given for participation in Orange County School Boards Association, California School Boards Association, National School Boards Association, California County Boards of Education or any similar, appropriate service.
4. Previous nominees may be nominated again.
5. Only OCSBA members are allowed to nominate an individual to receive this award.
6. Confidentiality of the nomination is to be maintained until the presentation of the award.

A nomination form and a list of past recipients are enclosed. The deadline for submission is **Friday, March 2, 2012**. The Marian Bergeson Award will be presented on Wednesday, May 2, 2012, at the OCSBA dinner meeting to be held at the Irvine Marriott Hotel in Irvine.

Enclosures: Nomination Form and List of Past Recipients

cc: Superintendents, Chancellors, and CEOs



Orange County School Boards Association
2010 Marian Bergeson Award
Nomination Form



Due: Friday, March 2, 2012

Submit the completed nomination form and attachments to:

Orange County Department of Education
c/o Blanca Zimmerman
200 Kalmus Drive, P.O. Box 9050, Room B-1008
Costa Mesa, CA 92628-9050
or FAX to (714) 549-2657
or via email: bjzimmerman@ocde.us

Name of Nominee _____

Address _____ Phone () _____

School District _____

Length of Service as a Board Member _____

Name of Nominator (Individual or District) _____

Email Address _____ Phone () _____

Criteria for the award are as follows:

1. Recipient shall serve or have served within twelve (12) months prior to selection on a board in good standing in the OCSBA.
2. Emphasis shall be on school board and community service on behalf of public education. The application must differentiate between work done as a volunteer and work done as a paid employee.
3. Consideration may be given for participation in Orange County School Boards Association, California School Boards Association, National School Boards Association, California County Boards of Education or any similar, appropriate service.
4. Previous nominees may be nominated again.
5. Only OCSBA members are allowed to nominate an individual to receive this award.
6. Confidentiality of the nomination is to be maintained until the presentation of the award.

Please explain in detail the nominee's contribution(s) and service to your local board, community, and public education through county, state, and national service. Please attach a maximum of two pages, single-sided, and a two-paragraph description of nominee to be used for publicity purposes. (The font needs to be 12 point and double-spaced.) In addition, you may include a single page resume. No other supporting documentation will be considered.

Marian Bergeson Award

Past Recipients

<u>Honoree</u>	<u>District</u>	<u>Year</u>
Marian Bergeson	Newport-Mesa Unified School District	1974
Sheila Meyers O'Neal*	Fountain Valley School District	1978
Bert Skiles*	Orange Unified School District	1978
Marian P. Aguierre	Westminster School District	1979
Worth Keene	Coast Community College District	1979
Lawrence W. Taylor*	South Orange County Community College	1979
J. Franklin Sullivan*	Fullerton Joint Union High School District	1980
Dean McCormick	Tustin Unified School District	1981
Robert Lindsay*	Centralia School District	1981
Barbara Benson*	Tustin Unified School District	1982
Joan Begovich *	Fullerton Joint Union High School District	1982
Lee Sicoli*	Irvine Unified School District	1983
Ruth Evans	Orange Unified School District	1984
Herb Warren*	North Orange County Community College	1985
Joyce Canfield*	Lowell Joint Unified School District	1986
Felix LeMarinel*	North Orange County Community College	1987
Roger Belgen*	Fountain Valley School District	1987
Richard Shimeall	Magnolia School District	1988
Joan Wilkinson*	Santa Ana Unified School District	1988
Jan Overton*	Capistrano Unified School District	1988
Albert Peraza	Anaheim City School District	1989
Joanne Stanton*	Anaheim Union High School District	1990
Maureen DiMarco	Garden Grove Unified School District	1991
Roderick MacMillian	Newport Mesa Unified School District	1991
Sherry Loofbourrow	Newport Mesa Unified School District	1992
Mary Ellen Hadley	Irvine Unified School District	1993
Harriet Walther	South Orange County Community College	1994
Jan Averill	Lowell Joint Unified School District	1995
Annette Gude	Capistrano Unified School District	1995
Virginia Wilson	Los Alamitos Unified School District	1996
Marilyn Buchi	Fullerton Joint Union High School District	1997
Crystal Kochendorfer	Capistrano Unified School District	1998
Margie Wakeham	Irvine Unified School District	1998
Esther H. Wallace	Magnolia School District	1999
Robert C. Fisler*	Fullerton School District	2000
Donna Artukovic	Los Alamitos Unified School District	2000
Sheila Benecke	Capistrano Unified School District	2001
Elizabeth Parker	Orange County Board of Education	2002
Judy Franco	Newport-Mesa Unified School District	2003
Antonio Valle, Jr.*	La Habra City School District	2003
Shirley Carey*	Huntington Beach City School District	2004
Karin Freeman	Placentia-Yorba Linda Unified School District	2005
Mary Fuhrman	Buena Park School District	2006
Donna McDougall	Cypress School District	2006
Susie Sokol	Brea Olinda Unified School District	2007
Elizabeth Swift	Buena Park School District	2008
Judy Edwards	Fountain Valley School District	2009
Suzie Swartz	Saddleback Valley Unified School District	2009
John "Jack" W. Bedell	Orange County Board of Education	2010
Meg Cutuli	Los Alamitos Unified School District	2011
Sharon Wallin	Irvine Unified School District	2011

**deceased*

February 2012

ANNE J. MALLORY

Anne J. Mallory, Superintendent

MEMORANDUM OF UNDERSTANDING

This is an agreement between the **Anaheim Union High School District** and the **Imperial County Office of Education** (ICOE). Upon signature by the entities, this agreement is in effect from **February 17, 2012** through **June 30, 2012** and is for the expressed purpose of assisting **Anaheim Union High School District** with observation protocol training to site leadership teams, and to provide structures which support teacher-driven learning walks. Services will be provided **February 17, 2012**, through **June 30, 2012**, at a cost not to exceed **\$10,000**. Either party, upon 10 days written notice, prior to the initiation of services, may terminate this agreement.

Commitments by Imperial County Office of Education:

ICOE commits to providing support and training to **Anaheim Union High School District** in its effort to continuously improve and to attain high achievement levels for all students:

1. ICOE Assistant Superintendent of Educational Services, Elena R. Castro, will coordinate all activities related to this agreement with Dr. Sevillano.
2. ICOE will assign staff to work with site and district administration to develop an Instructional Learning Walks Process to be carried out by the AUHSD. This will include direct assistance in the form of planning sessions and delivery of an initial day of training to AUHSD identified staff.
3. Direct assistance, travel costs, preparation time, and mileage are included in the total payment of agreed upon fee.

Commitments by the Anaheim Union High School District:

ICOE and the **Anaheim Union High School District** recognize that no positive change is possible without the broad-based support, involvement, and commitment by teachers and administrators at their school sites. Therefore, in order to provide the essential requirements for academic achievement for their students, the administration of the **Anaheim Union High School District** agree to the following:

1. Identify an Instructional Learning Walks Implementation Team.
2. Provide access for identified ICOE staff to school sites and classrooms for the purpose of modeling and demonstration of Instructional Learning Walks.
3. Payment of **\$10,000**, paid upon completion of services on June 30, 2012 (ICOE will invoice).
4. Direct all communication to Elena Castro or Juan Cruz, in case of any concerns or questions regarding the fulfillment of this contract or the performance of ICOE or its staff members.
5. Provision of substitutes, if needed, to allow participation of school leadership team in Instructional Learning Walks.
6. AUHSD administrative team will calendar meeting times with ICOE input and secure meeting locations.

Imperial County Office of Education

Anaheim Union High School District

Authorized Signature:

Authorized Signature:



Elena R. Castro
Assistant Superintendent of Educational Services

Dr. Paul Sevillano
Assistant Superintendent of Educational Services

2-8-12
Date

Date

County Board of Education

Sharon Anderholt

Alicia Armenta

Herlinda Belcher

Susan E. Manger

James Strain

**California State University, Fullerton
Learning Activity Placement Agreement**

This agreement ("Agreement") entered into this January 25, 2012, between the Trustees of the California State University on behalf of **California State University, Fullerton ("University")** and **Anaheim Union High School District, ("Learning Activity Site")**.

In consideration of the mutual promises and conditions set forth below, the University and Learning Activity Site ("parties") agree as follows:

I. PRIORITIES

A. Meaningful Learning Experience

1. The Learning Activity Site will provide the University's students with a student-focused learning experience that also meets the stated needs of the Learning Activity Site.
2. The Learning Activity Site understands and acknowledges that any learning activity opportunity selected by a student must relate to that student's academic field of study and/or professional field where that academic knowledge may be utilized.
3. The Learning Activity Site and the University are committed to allowing students to select the learning activity and Learning Activity Site that best meets their individual academic needs and goals. The University will include these objectives in the written description or "Learning Plan" developed for its students.
4. The Learning Activity Site and the University will meet as necessary to facilitate a mutually beneficial experience for all involved, or at the request of any of the parties involved.
5. Prior to the start of a learning activity, the Learning Activity Site will provide University students with an accurate and complete written description of the student's tasks and responsibilities. The Learning Activity Site will also provide the resources necessary for students to complete these duties in a timely and efficient manner.
6. The University will work closely with the Learning Activity Site to meet the expectations and priorities of the Learning Activity Site.
7. The University will ensure that its students will:
 - a. Participate in all relevant training the Learning Activity Site requires.
 - b. Exhibit professional, ethical and appropriate behavior while engaged in this learning activity.
 - c. Endeavor to fulfill all assigned tasks and responsibilities in a timely and efficient manner.

B. Safe and Productive Learning Environment

1. To achieve its desire to provide a safe and productive environment for the University's students, the Learning Activity Site will:
 - a. Give students a complete tour of the Learning Activity Site.
 - b. Inform students of all relevant safety policies and emergency procedures.

- c. Discuss with students the reasonably foreseeable risks associated with the Learning Activity Site and the tasks and responsibilities the students have been assigned.
 - d. Determine if a student must be fingerprinted. If fingerprinting is necessary, the Learning Activity Site will obtain the fingerprints, request criminal background clearance from the appropriate agency (ies), and maintain the confidentiality of any results as required by federal or state law.
 - e. Unless, the position requires students to drive as part of their assigned tasks and responsibilities, students shall *not* be required or permitted to transport clients or staff in any vehicle.
 - f. Determine if a student must have a Tuberculosis (TB) Test. If TB testing is required, the Learning Activity Site will arrange for a TB Test and maintain the confidentiality of any results as required by federal or state law.
 - g. Notify the University's Office of Risk Management (657-278-4937) as soon as is reasonably possible of any injury or illness to a student participating in a learning activity offered by the Learning Activity Site.
2. The Learning Activity Site may dismiss a student if the student violates its standards, mission or goals. The Learning Activity Site will document its rationale for terminating a student and provide the University with a copy of the rationale upon request.
 3. The University will ensure that its students will:
 - a. Abide by the Learning Activity Site's rules and standards of conduct while on site and working with the Learning Activity Site's clients and staff.
 - b. Ensure that their actions with clients are safe, positive, productive and ethical.
 - c. Maintain the confidentiality of the Learning Activity Site's proprietary information, records and information concerning its clients.

II. STRUCTURE AND SUPPORT OF STUDENT LEARNING AT THE LEARNING ACTIVITY SITE

A. Site Supervision. Prior to the start of the learning activity, the Learning Activity Site will inform the student who will be responsible for their supervision and safety while on site. The supervisor will meet with the student as necessary to facilitate the student's learning experience and professional development, provide support, and review progress on assignments and activities. The supervisor will communicate as necessary twice per within the semester with the University staff or faculty member who assigned the learning activity. If the supervisor is absent, the Learning Activity Site will identify an alternate supervisor.

B. Training and Orientation. The Learning Activity Site will provide students with specific training needed prior to their working with clients or providing service. The Learning Activity Site will provide students with an orientation, which should include an introduction to staff, a description of the characteristics of the Learning Activity Site's operations and clients, and information detailing where students are to check-in and how students should log their time.

C. Work Space. Students will have an appropriate space at the Learning Activity Site in which to conduct their assigned work. The Learning Activity Site will provide access and training for any and all equipment necessary for students to fulfill their service role.

D. Evaluation. The Learning Activity Site supervisor will fill out survey(s) regarding the quality of the service performance of the student if requested by the University.

E. Position Description. The Learning Activity Site will develop a position description for each learning activity opportunity. Unless approved by the University, clerical or non-professional tasks may consist of no more than 20% of the student's total responsibilities.

F. Student Selection. The Learning Activity Site is responsible for recruiting the most appropriate students for their learning activity opportunities.

G. Training and Reflection. The University will provide an orientation for student(s) regarding the responsibilities set forth in Section I and will provide opportunities for students to reflect upon their experience working at the Learning Activity Site.

III. TERM

This Agreement will become effective upon execution and continue until terminated by either party after giving the other party 30 days advance written notice of the intention to terminate; however, any such termination by the Learning Activity Site will not be effective against any student who at the date of mailing of said notice by the Learning Activity Site was participating in said program until such Student has completed the program as mutually agreed upon.

IV. GENERAL PROVISIONS

A. Indemnification

1. The University agrees to defend all claims of loss, and indemnify and hold harmless the Learning Activity Site and its officers, agents and employees from any and all liability for personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligent acts or omissions or willful misconduct of the University or its employees, officers, or volunteers in the performance of this Agreement.

2. The Learning Activity Site agrees to defend all claims of loss, and indemnify, and hold harmless the State of California, the Trustees of the California State University, California State University, Fullerton and their officers, agents, volunteers and employees from any and all liability for personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligent acts or omissions or willful misconduct of the Learning Activity Site or its employees, agents or volunteers in the performance of this Agreement.

B. Insurance

1. The Learning Activity Site will maintain General Liability Insurance, comprehensive or commercial form, with at least a \$1,000,000 minimum limit for each occurrence and at least a minimum limit of \$2,000,000 General Aggregate; Workers' Compensation Insurance at statutory minimum levels; Employer's Liability Insurance with at least a \$1,000,000 minimum limit for each occurrence; and Automobile Liability Insurance with at least a \$1,000,000 minimum limit for each occurrence. This insurance must be placed with insurers with a current A.M. Best rating of no less than A:VII. The Learning Activity Site will provide evidence of insurance upon request.

2. The University has elected to be self-insured for its General Liability and Workers' Compensation exposures through an annual appropriation from the General Fund, as consistent with California Government Code Section 810.2.

C. Independent Status. The parties, in the performance of this Agreement, will act in an independent capacity and not as officers, employees or agents of the other.

D. Status of Students. Students participating in a learning activity are not officers, employees, agents or volunteers of the University.

E. Governing Law. This Agreement will be construed in accordance with, and its performance governed by, the laws of the State of California.

F. Assignment. Without written consent of the University, the Learning Activity Site may not assign this Agreement.

G. Alteration and Integration. This Agreement may not be altered unless both parties agree in writing. No oral understanding or agreement not incorporated in this Agreement is binding on either party.

H. Endorsement. Nothing contained in this Agreement may be construed as conferring on either party any right to use the other party's name(s) as an endorsement of a product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other party. Moreover, nothing in this Agreement may be construed as endorsement of any commercial product or service by the University, its officers or employees.

I. Survival. Upon termination of this Agreement for any reason, the terms, provisions, representations and warranties contained in this agreement survive expiration or earlier termination of this agreement.

J. Severability. The parties agree that if any provision of this Agreement is held to be unconscionable or invalid under any applicable statute or rule of law, that provision will be omitted from this Agreement. However, the balance of the Agreement will remain in full force and effect.

K. Fair Labor Standards Act and Displacement of Organization Employees. Students participating in a learning activity may not perform services that would displace or replace regular employees of the Learning Activity Site.

L. Nondiscrimination. During the performance of this Agreement, the parties and their subcontractors may not deny the benefits of this Agreement to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor may they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40) or sex. The parties will insure that the evaluation and treatment of students are free of such discrimination.

M. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, arrangements, and understandings with respect thereto. No representation, promise, inducement, or statement of intention has been made by any party that is not embodied herein, and no party is bound by or liable for any alleged representation, promise, inducement, or statement not set forth herein.

N. Notices. Any and all notices required or permitted by this Agreement shall be deemed to have been duly given if written and mailed by United States registered or certified mail and addressed as follows:

UNIVERSITY:

California State University, Fullerton
Contracts & Procurement
2600 East Nutwood Avenue, Suite 300
Fullerton, CA 92831
Attn: Michael Hirsch, Buyer III

LEARNING ACTIVITY SITE:

Anaheim Union High School District
501 Crescent Way
Anaheim, California, 92803
Attn: Pat Karlak

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date written above.

**CALIFORNIA STATE UNIVERSITY
FULLERTON**

By: _____
Authorized Signature

Michael Hirsch, Buyer III

Printed Name & Title

Date

**ANAHEIM UNION HIGH SCHOOL
DISTRICT**

By: _____
Authorized Signature
Russell Lee-Sung,

Assistant Superintendent, Human Resources
Printed Name & Title

February 16, 2012

Date

Membership in secret fraternities or sororities, or in other clubs not sponsored by established and recognized adult nonprofit agencies or organizations, is prohibited.

Secret fraternities, sororities, or clubs have been adjudged by the courts to include

those social clubs, operating off campus, which nevertheless derive their membership wholly or in part from the public schools; which practice a process of selection designed to create an exclusive membership; and which seek to maintain the club's segregation, distinction, and caste system of self-perpetuation through rushing, pledging, and undemocratic selection of new members.

Extracurricular activities, clubs, organizations, or fraternities/sororities associated with the District or any the schools within the District may not discriminate against or refuse participation in such activity, club, organization, or fraternity/ sorority on the basis of a student's sex, sexual orientation, gender, ethnic group identification, race ancestry, national origin, religion, color, or mental or physical disability.

(See: Robinson vs. Sacramento City Unified School District, 245 Calif. App., 2d, 278)

Board of Trustees

July 9, 1970

Reviewed: January 20, 1987

Reviewed: January 16, 1990

Reviewed: August 1993

Reviewed: August 2000

Reviewed: December 2004

Reviewed: January 2012

E

AMENDED IN ASSEMBLY JANUARY 23, 2012

AMENDED IN ASSEMBLY JANUARY 18, 2012

AMENDED IN ASSEMBLY JANUARY 4, 2012

CALIFORNIA LEGISLATURE—2011–12 REGULAR SESSION

ASSEMBLY BILL

No. 1166

Introduced by Assembly Member Solorio

February 18, 2011

An act to add Section 49074.5 to the Education Code, relating to pupils.

LEGISLATIVE COUNSEL'S DIGEST

AB 1166, as amended, Solorio. Pupils: privacy of pupil records: standardized test scores and grades.

Existing law establishes the public school system in this state, pursuant to which school districts, county offices of education, and charter schools provide educational services to pupils in kindergarten and grades 1 to 12, inclusive, at elementary and secondary schools throughout the state. Existing law generally requires school districts, as defined to also include county offices of education and charter schools, to establish, maintain, and destroy pupil records according to regulations adopted by the State Board of Education.

This bill would prohibit school districts from including, or causing to be included, on a pupil's school identification card or any other object that a pupil is required by school officials to carry on his or her person while present at school, any information about that pupil's scores on standardized tests or the course grades that the pupil has received. The bill would define "information" for these purposes to include the pupil's actual test scores or grades, the percentile or range into which those test

AB 1166

scores or grades fall, or any symbol, color, logo, or other device or emblem used to represent or convey any information about those test scores or grades. *The bill would express the intent of the Legislature that it not be construed to prohibit schools from honoring or recognizing pupil achievement.*

Vote: majority. Appropriation: no. Fiscal committee: no.
State-mandated local program: no.

The people of the State of California do enact as follows:

1 SECTION 1. Section 49074.5 is added to the Education Code,
2 to read:

3 49074.5. (a) A school district shall not include, or cause to be
4 included, on a pupil's school identification card or any other object
5 that a pupil is required by school officials to carry on his or her
6 person while present at school, any information about that pupil's
7 scores on standardized tests or the course grades that the pupil has
8 received. As used in this section, "information" includes, but is
9 not necessarily limited to, the pupil's actual test scores or grades,
10 the percentile or range into which those test scores or grades fall,
11 or any symbol, color, logo, or other device or emblem used to
12 represent or convey any information about those test scores or
13 grades.

14 (b) *It is the intent of the Legislature that this section not be*
15 *construed to prohibit schools from honoring or recognizing pupil*
16 *achievement.*

**EXPRESS SCRIPTS, INC.
PHARMACY BENEFIT MANAGEMENT AGREEMENT**

THIS PHARMACY BENEFIT MANAGEMENT AGREEMENT ("Agreement") will be effective as of the date set forth in Section 6.1 and is entered into by and between EXPRESS SCRIPTS, INC., a Delaware corporation ("ESI"), and ANAHEIM UNION HIGH SCHOOL DISTRICT, organized under the laws of the state of California ("Sponsor").

RECITALS

A. ESI, either directly or through its subsidiaries, engages in pharmacy benefit management services, including, among other things, pharmacy network contracting; pharmacy claims processing; mail and specialty drug pharmacy; clinical, safety, adherence and other like programs; and formulary and rebate administration ("PBM Services").

B. Sponsor provides or arranges for the provision of health benefits, including a prescription drug benefit.

C. ESI and Sponsor desire that ESI be the exclusive provider of PBM Services for Sponsor's Plan (as defined below) under the terms and conditions set forth herein.

THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

TERMS OF AGREEMENT

ARTICLE I - DEFINITIONS

"Ancillary Supplies, Equipment, and Services" or "ASES" means ancillary supplies, equipment, and services provided or coordinated by CuraScript in connection with CuraScript's dispensing of Specialty Products. ASES may include all or some of the following: telephonic and/or in-person training, nursing/clinical monitoring, medication pumps, tubing, syringes, gauze pads, sharps containers, lancets, test strips, other supplies, and durable medical equipment. The aforementioned list is illustrative only (not exhaustive) and may include other supplies, equipment, and services based on the patient's needs, prescriber instructions, payer requirements, and/or the Specialty Product manufacturer's requirements.

"Average Wholesale Price" or "AWP" means the average wholesale price of a prescription drug as identified by drug pricing services such as Medi-Span or other source recognized in the retail prescription drug industry selected by ESI (the "Pricing Source"). The applicable AWP shall be the 11-digit NDC for the product on the date dispensed, and for prescriptions filled in (a) Participating Pharmacies and CuraScript will be the AWP for the package size from which the prescription drug was dispensed, and (b) in the Mail Service Pharmacy the AWP for the smaller of: (i) the NDC code for the package size from which the prescription drug was dispensed, or (ii) package sizes of 100 units or 16 ounce quantities, or the next larger quantity if such specified quantities are not available.

"Brand Drugs" mean single-source and multisource drug products based on indicators set forth in various drug pricing sources recognized in the retail prescription drug industry, as reasonably determined by ESI consistent with its standard practice utilized for all clients. Notwithstanding the foregoing, certain prescription drug medications that are licensed and then currently marketed as brand name drugs, where there exists at least one (1) competing prescription medication that is a generic equivalent and interchangeable with the marketed brand name drug, may process as "Generic Drugs" for Prescription Drug Claim adjudication and Member Copayment purposes.

"Copayment" means that portion of the charge for each Covered Drug dispensed to the Member that is the responsibility of the Member (e.g., copayment, coinsurance and/or deductible) as indicated on the Set-Up Forms.

"Covered Drug(s)" means those prescription drugs, supplies, Specialty Products and other items that are covered under the Plan, each as indicated on the Set-Up Forms.

“CuraScript” means CuraScript, Inc. or another pharmacy wholly-owned or operated by ESI or its wholly-owned subsidiaries that primarily dispenses Specialty Products.

“Eligibility Files” means the list submitted by Sponsor to ESI in reasonably acceptable electronic format indicating persons eligible for drug benefit coverage services under the Plan.

“ESI National Plus Network” means ESI’s broadest Participating Pharmacy network.¹

“Formulary” means the list of FDA-approved prescription drugs and supplies developed by ESI’s Pharmacy and Therapeutics Committee and/or customized by Sponsor, and which is selected and/or adopted by Sponsor. Routine additions and/or deletions to the Formulary are hereby adopted by Sponsor, subject to Sponsor’s discretion to elect not to implement any such addition or deletion through the Set-Up Form process.

“Generic Drug” means a prescription drug, whether identified by its chemical, proprietary, or non-proprietary name, that is therapeutically equivalent and interchangeable with drugs having an identical amount of the same active ingredient(s) and approved by the FDA. For purposes of this Agreement, the Generic Drug determination is made using indicators from First Databank (or other source nationally recognized in the prescription drug industry used by ESI for all clients) on the basis of a standard brand/generic algorithm utilized by ESI for all of its clients, a copy of which may be made available for review by Sponsor upon request.

“Ingredient Cost Charge” means the ingredient cost portion of the amount charged by ESI to Sponsor for each Prescription Drug Claim, subject to the “lesser of” logic set forth on Exhibit A, as applicable.

“Mail Service Pharmacy” means a duly licensed pharmacy operated by ESI or its subsidiaries, other than CuraScript, where prescriptions are filled and delivered to Members via mail delivery service.

“Manufacturer Administrative Fees” means those administrative fees paid by pharmaceutical manufacturers to, or otherwise retained by, ESI pursuant to a contract between ESI and the manufacturer and directly in connection with ESI’s administering, invoicing, allocating and collecting the Rebates under the Rebate program.

“MAC List” means a list of prescription drug products identified as readily available as Generic Drugs, generally equivalent to a Brand Drug (in which case the Brand Drug may also be on the MAC List) and which are deemed to require pricing management due to the number of manufacturers, utilization and pricing volatility.

“Maximum Reimbursement Amount” or “MRA” means the maximum reimbursement payment schedules developed or selected by ESI. The payment schedules specify the maximum unit ingredient cost payable by Sponsor for drugs on the MAC List. The application of MRA pricing may be subject to Sponsor defined plan design and coverage policies.

“Member” means each person who Sponsor determines is eligible to receive prescription drug benefits as indicated in the Eligibility Files.

“Member Submitted Claim” means a paper claim submitted by a Member for Covered Drugs dispensed by a pharmacy other than a Participating Pharmacy or for which the Member paid cash.

“Participating Pharmacy” means any licensed retail pharmacy with which ESI has executed an agreement to provide Covered Drugs to Members, but shall not include any mail order or specialty pharmacy affiliated with any such Participating Pharmacy. Participating Pharmacies are independent contractors of ESI.

“PMPM” means per Member per Month fee, if applicable, as determined by ESI from the Eligibility Files.

“Plan” means the prescription drug benefit portion of Sponsor’s welfare benefit plan(s).

¹ The ESI National Plus Network is referred to as the “EN50 Network” in ESI’s network provider agreements with Participating Pharmacies, subject to future name change.

“Prescription Drug Claim” means a Member Submitted Claim, Subrogation Claim or claim for payment submitted to ESI by a Pharmacy as a result of dispensing Covered Drugs to a Member.

“Rebates” mean retrospective rebates that are paid to ESI pursuant to the terms of a rebate contract negotiated independently by ESI with a pharmaceutical manufacturer, and directly attributable to the utilization of certain Covered Drugs by Members. Rebates do not include Manufacturer Administrative Fees; product discounts or fees related to the procurement of prescription drug inventories by or on behalf of ESI owned and operated specialty or mail order pharmacies; fees received by ESI from manufacturers for care management or other services provided in connection with the dispensing of Specialty Products; or other fee-for-service arrangements whereby pharmaceutical manufacturers generally report the fees paid to ESI or its affiliates for services rendered as “bona fide service fees” pursuant to federal laws and regulations, including, but not limited to the Medicaid “Best Price” rule (collectively, “Other Pharma Revenue”). Such laws and regulations, as well as ESI’s contracts with pharmaceutical manufacturers, generally prohibit ESI from sharing any such “bona fide service fees” earned by ESI, whether wholly or in part, with any ESI client. ESI represents and warrants that it will not enter into any agreement with a pharmaceutical manufacturer for Other Pharma Revenue in exchange for a reduction of Rebates.

“Set-Up Forms” means any standard ESI document or form, which when completed and signed by Sponsor, will describe the essential benefit elements and coverage rules adopted by Sponsor for its Plan.

“Specialty Product List” means the standard list of Specialty Products maintained by ESI and their reimbursement rates, as updated by ESI from time to time. The Specialty Product List is available to Sponsor upon request.

“Specialty Products” means those injectable and non-injectable drugs typically having one or more of several key characteristics, including: frequent dosing adjustments and intensive clinical monitoring to decrease the potential for drug toxicity and increase the probability for beneficial treatment outcomes; intensive patient training and compliance assistance to facilitate therapeutic goals; limited or exclusive product availability and distribution; specialized product handling and/or administration requirements and/or cost in excess of \$500 for a 30-day supply. ESI updates the list of Specialty Products as new drugs are brought to market.

“Subrogation Claim” means subrogation claims submitted by any state or a person or entity acting on behalf of a state under Medicaid or similar United States or state government health care programs, for which Sponsor is deemed to be the primary payor by operation of applicable federal or state laws.

“Usual and Customary Price” or “U&C” means the retail price charged by a Participating Pharmacy for the particular drug in a cash transaction on the date the drug is dispensed as reported to ESI by the Participating Pharmacy.

ARTICLE II - PBM SERVICES

2.1 Eligibility/Set Up. Sponsor will submit completed Set-Up Forms and Eligibility Files (initial and updated) on a mutually determined basis, which ESI will accurately implement. Changes to the Set-Up Forms must be documented on ESI’s standard amendment forms. Eligibility performed manually by ESI for Sponsor, or material changes to the Eligibility File processes requested by Sponsor during the term may be subject to additional fees set forth on Exhibit A. Sponsor will be responsible for all Prescription Drug Claims during the period of the Member’s eligibility as indicated on the Eligibility File including for retroactively termed Members, except in the event of ESI’s negligence.

2.2 Pharmacy Network.

(a) Participating Pharmacies. ESI will maintain a network(s) of Participating Pharmacies as identified in Exhibit A, and will make available an updated list of Participating Pharmacies on-line. ESI maintains multiple networks and subnetworks, and periodically consolidates networks or migrates clients to other networks and subnetworks. Upon Sponsor’s written request, ESI will make good faith efforts to add any additional retail pharmacy to the Participating Pharmacy network for Sponsor, provided that such pharmacy meets ESI’s network participation requirements and agrees to ESI’s standard terms and conditions. If ESI pays any such Participating Pharmacy a higher rate than ESI’s standard network rate, the rate charged to Sponsor for

Prescription Drug Claims processed through such Participating Pharmacy will be the net ingredient cost plus the dispensing fee paid by ESI to such Participating Pharmacy (plus applicable sales or excise tax or other governmental surcharge, if any). All such Prescription Drug Claims will be excluded from the pricing guarantees set forth in Exhibit A.

(i) ESI will require each Participating Pharmacy to meet ESI's network participation requirements, including but not limited to licensure, insurance and provider agreement requirements. ESI also performs electronic and on-site audits of Participating Pharmacies to determine compliance with their provider agreements. ESI will attempt recovery of identified overpayments through offset, demand or other reasonable means; provided that ESI will not be required to institute litigation. Recovered overpayments are credited to Sponsor. To compensate ESI for the cost of conducting audits, ESI charges a standard audit fee in the amount set forth in Exhibit A upon recovery of overpayments. Copies of participation requirements and auditing processes are available upon request.

(ii) ESI does not direct or exercise any control over the Participating Pharmacies or the professional judgment exercised by any pharmacist in dispensing prescriptions or otherwise providing pharmaceutical related services at a Participating Pharmacy. ESI shall have no liability to Sponsor, any Member or any other person or entity for any act or omission of any Participating Pharmacy or its agents or employees.

(b) Mail Service Pharmacy. Members may have prescriptions filled through the Mail Service Pharmacy. Subject to applicable law, ESI may communicate with Members regarding benefit design, cost savings, availability and use of the Mail Service Pharmacy, as well as provide supporting services.

(c) Specialty Products and ASES. Members may have prescriptions filled through CuraScript. Subject to applicable law, ESI and CuraScript may communicate with Members and physicians to advise Members filling Specialty Products at Participating Pharmacies of the availability of filling prescriptions through CuraScript. Specialty Products will be excluded from any price guarantees set forth in the Agreement. In no event will the Mail Service Pharmacy or Participating Pharmacy pricing specified in the Agreement apply to Specialty Products.

(i) ESI will notify Sponsor no more frequently than monthly of new Specialty Products that are introduced to the market on or after the Effective Date of this Agreement with their applicable reimbursement rates ("Notice"). The parties agree as follows:

(A) If Sponsor has expressly excluded a specific therapy class or product on a Set-Up Form, Specialty Products in such excluded classes will automatically be deemed excluded from coverage and will reject as "NDC Not Covered" through Participating Pharmacies, Mail Service Pharmacy and CuraScript; otherwise, all other Specialty Products will be implemented as Covered Drugs at the rate specified in the applicable Specialty Drug list or Notice. If Sponsor desires to cover otherwise excluded Specialty Products, Sponsor must notify ESI in writing that it desires to cover the Specialty Product before ESI will adjudicate as a Covered Drug, and if ESI receives such confirmation of coverage from Sponsor such Specialty Product will be loaded thereafter as a Covered Drug at the applicable reimbursement rate set forth in the Notice.

(B) Sponsor must notify ESI in writing if it wants to exclude the Specialty Product from coverage. The exclusion will be implemented within seven (7) business days after the date of ESI's receipt of such notification. There will not be any retroactive denials for Prescription Drug Claims processed prior to ESI's receipt of the rejection notice and implementation of the exclusion as provided above and Sponsor will be responsible for the payment of such Prescription Drug Claims processed prior to the rejection of coverage.

(ii) For Specialty Products filled through CuraScript only, Members may receive the following services from CuraScript, depending on the particular therapy class or disease state: ASES; patient intake services; pharmacy dispensing services and/or social services (patient advocacy, hardship reimbursement support, and indigent and patient assistance programs).

(iii) Subject to Sponsor's prior authorization requirements, if applicable, at the rates set forth in Exhibit A, ESI will provide or coordinate ASES for Members through CuraScript or through other specialty pharmacies or other independent third party providers of ASES when ASES is required. If ESI or CuraScript engages a third party provider of ASES, ESI or CuraScript shall contractually obligate such third party provider of ASES to comply with all applicable laws, including, without limitation, all applicable laws relating to professional licensure. ESI does not direct or exercise any control over any third party provider of ASES in administering Specialty Products or otherwise providing ASES.

(iv) Ancillary supplies, equipment, and services provided or coordinated in connection with the dispensing of Specialty Products at Participating Pharmacies (for example, limited distribution products not then available through CuraScript or overrides) will be billed to Sponsor at the cost charged to ESI for such ancillary supplies, equipment, and services provided or coordinated, unless such ancillary supplies, equipment, and services provided or coordinated are included in the ingredient cost of the Specialty Product.

2.3 Claims Processing.

(a) Claims Processing.

(i) ESI will perform claims processing services for Covered Drugs dispensed by Participating Pharmacies, Mail Service and CuraScript. The "per Rx" administrative fees set forth in Exhibit A shall be charged for all claims processing services, including initial, rejected, reversed and reprocessed Prescription Drug Claim processing.

(ii) ESI will perform a standard concurrent drug utilization review ("DUR") analysis of each prescription submitted for processing on-line by a Pharmacy in order to assist the dispensing pharmacist and prescribing physician in identifying potential drug interactions, incorrect prescriptions or dosages, and certain other circumstances that may be indicative of inappropriate prescription drug usage. ESI's DUR processes are not intended to substitute for the professional judgment of the prescriber, the dispensing pharmacist or any other health care professional providing services to the Member.

(iii) If elected by Sponsor, ESI will process Member Submitted Claims in accordance with the rules in the Set-Up Forms and ESI's standard procedures.

(iv) If authorized by Sponsor on the Set-Up Forms, ESI will process Subrogation Claims in accordance with applicable federal and state laws, in which case Sponsor will pay such Subrogation Claims in accordance with Article III and Exhibit A. If Sponsor does not authorize ESI to process Subrogation Claims, ESI will refer claimants to Sponsor regarding such claims, in accordance with applicable federal and state laws. ESI is not legally responsible to pay Subrogation Claims to the extent Sponsor is not timely paying ESI with respect to such Subrogation Claims.

(v) Sponsor or its third party designee (as applicable) will have the final responsibility for all decisions with respect to coverage of a Prescription Drug Claim and the benefits allowable under the Plan, including determining whether any rejected or disputed claim will be allowed.

(b) Prior Authorization. For the fees set forth on Exhibit A (if applicable), ESI will provide prior authorization ("PA") services as specified and directed by Sponsor for drugs designated on the Set-Up Form. Prior authorized drugs must meet Sponsor-approved guidelines ("Guidelines") before they are deemed to be Covered Drugs. Sponsor authorizes coverage for an otherwise excluded use in the event of co-morbidities, complications and other factors not otherwise expressly set forth in the Guidelines, unless Sponsor directs that Sponsor be provided such issue for determination. In determining whether to authorize coverage of such drug under the PA Program, ESI will apply only the Guidelines and may rely entirely upon information about the Member and the diagnosis of the Member's condition provided to it from the prescriber. ESI will not undertake to determine medical necessity, make diagnoses or substitute ESI's judgment for the professional judgment and responsibility of the physician.

(c) Claims for Benefits. ESI will process initial "claims for benefits" for Member Submitted Claims and PA requests consistent with the ERISA claims rules set forth in 29 CFR Part 2560 (or applicable state law if a non-ERISA plan) ("Claims Rules"). At Sponsor's election, and for the fees set forth in Exhibit A, ESI will offer

language translation services as required under the Claims Rules for certain initial “claims for benefits”. ESI will not conduct any appeals of denied “claims for benefits,” however, Sponsor may elect to have ESI facilitate appeals through MCMC, LLC (“UM Company”) for the fees set forth in Exhibit A, or through a third party of Sponsor’s choice. In any case, ESI will route Member appeals to UM Company (Sponsor or other Sponsor designated entity). Sponsor must execute a standard ESI “Internal Appeals Services” Set-Up Form, which may be requested through ESI Account Management, in order to receive such services from MCMC.

(d) UM Company. In the event Sponsor elects to utilize the UM Company, the UM Company will be responsible for conducting the appeal on behalf of Sponsor in accordance with the Claims Rules, and Sponsor acknowledges and agrees that:

(i) ESI is not acting as a fiduciary in connection with the appeals being conducted by the UM Company, and ESI will not be named by Sponsor as a fiduciary in connection with such appeals; the UM Company, and not ESI, will be conducting appeals on behalf of Sponsor; the UM Company is an independent contractor of ESI and ESI does not in any way control or direct the UM Company with respect to appeals conducted by the UM Company.

(ii) ESI represents to Sponsor that UM Company has contractually agreed that: (A) UM Company will conduct appeals in accordance with the Claims Rules and Sponsor’s plan, (B) Sponsor is a third party beneficiary of UM Company’s agreement with ESI (a copy of which is available upon request) and the remedies set forth therein, and (C) UM Company will indemnify Sponsor for third party claims caused by the UM Company’s negligence or willful misconduct in providing the appeal services. ESI will not be liable to Sponsor for any injury or damages arising as a result of the UM Company’s acts or omissions.

(e) External Review Services.

ESI will not conduct any external review services (as defined in the Patient Protection and Affordable Care Act of 2010 and its implementing regulations (“PPACA”)); provided, however, Sponsor may elect to have UM Company facilitate the provision of external review services through MCMC contracted IROs (as such term is defined in PPACA), for the fees set forth on Exhibit A below (if applicable). Sponsor must execute a standard ESI “External Appeals Services” Set-Up Form, which may be requested through ESI Account Management, in order to receive such services from MCMC.

In the event that Sponsor elects to utilize MCMC to facilitate the provision of external review services through MCMC contracted IROs, MCMC will be responsible for facilitating all such appeals (and the IROs will be responsible for providing all such appeals) in accordance with PPACA and all other applicable federal and state laws, and Sponsor hereby acknowledges and agrees that:

(i) MCMC (with respect to facilitating the external reviews) and the IROs (with respect to performing the external reviews), and not ESI, will be providing external review services; MCMC is an independent contractor of ESI; the IROs are independent contractors of MCMC and not ESI; and ESI does not in any way control or direct either MCMC or the IROs with respect to facilitation or performance of external review services provided by each respectively.

(ii) ESI represents to Sponsor that MCMC has contractually agreed that: (A) MCMC will facilitate all external review services in accordance with PPACA and all other applicable federal and state laws; (B) MCMC will contractually require its contracted IROs to perform all external reviews in accordance with PPACA and all other applicable federal and state laws; (C) to the extent not prohibited by law, MCMC will indemnify, defend and hold Sponsor harmless from and against any and all losses, damages, injuries, causes of action, claims, demands and expenses (including reasonable attorney’s fees, costs and expenses), arising out of, resulting from, or related to any act, omission or default by the IROs in their performance of the external reviews; and (D) Sponsor has third party beneficiary rights to enforce the preceding indemnification and hold harmless provision.

(f) Call Center. ESI will provide 24-hours a day, 7-days a week toll-free telephone, IVR and Internet support to assist Sponsor, Sponsor’s agents and Members with Member eligibility and benefits verification, location of Pharmacies or other related Member concerns.

2.4 Formulary Support and Rebate Management.

(a) Formulary Adherence and Clinical Programs. ESI may provide clinical, safety, adherence and other like programs as appropriate. Exhibit A sets forth certain available adherence, clinical, safety and/or trend programs that require additional fees hereunder. ESI will not implement any such program for which Sponsor may incur an additional fee without Sponsor's prior written approval and election of such program.

(b) Rebate Program. Subject to the remaining terms of this Agreement, ESI will pay to Sponsor the amounts set forth on Exhibit A.

2.5 Program Operations.

(a) Reporting. ESI will make available to Sponsor ESI's on-line standard management information reporting applications. Upon Sponsor's request, ESI may develop special reporting packages or perform custom programming at ESI's standard hourly rate for such services, as set forth in Exhibit A.

(b) Claims Data.

(i) Claims Data Retention. ESI will retain Sponsor's claims data for a total of ten (10) years from the date the prescription is filled. Thereafter ESI will dispose of such data in accordance with its standard policies and practices and applicable state and federal law. Disposition of PHI shall be in accordance with the Business Associate Agreement.

(ii) Claims Data to Vendors. Upon Sponsor's written request and at no additional charge, ESI will provide regular prescription claims data in ESI's standard format(s) to Sponsor's vendors ("Vendors") for disease management, flexible savings account and other "payment," "treatment" and "healthcare operations" purposes (as defined under HIPAA). Requests for retrieval of data beyond thirty (30) months are subject to the hourly custom programming charge set forth in Exhibit A.

(iii) De-Identified Claims Data. ESI or its affiliates may use and disclose both during and after the term of this Agreement the anonymized claims data (de-identified in accordance with HIPAA) including drug and related medical data collected by ESI or provided to ESI by Sponsor for research; provider profiling; benchmarking, drug trend, and cost and other internal analyses and comparisons; clinical, safety and/or trend programs; ASES; or other business purposes of ESI or its affiliates, in all cases subject to applicable law.

(c) Sponsor Audits. Provided that this Agreement has been duly executed by Sponsor and Sponsor is current in the payment of invoices under this Agreement, Sponsor may, upon written request, audit the prescription management services provided pursuant to this Agreement on an annual basis (unless additional audits are warranted), consistent with the Audit Protocol set forth in Exhibit B. Sponsor may use an independent third party auditor ("Auditor"), so long as such Auditor does not have a conflict of interest with ESI (as determined by ESI acting reasonably and in good faith), and provided that Sponsor's Auditor executes a mutually acceptable confidentiality agreement. Any request by Sponsor to permit an Auditor to perform an audit will constitute Sponsor's direction and authorization to ESI to disclose PHI to the Auditor.

(d) Performance Standards. ESI will conform to the performance standards set forth on Exhibit E hereto. The payments set forth in Exhibit E will be Sponsor's sole monetary remedy for any failure by ESI to meet a performance standard in addition to any correction or reimbursement associated with payment or billing errors.

2.6 Pharmacy Management Funds ("PMF").

(a) ESI will provide up to \$10.00 per Member as of the Effective Date, not to exceed \$40,000, to reimburse the actual, fair market value of: (i) expense items and services related to implementing and managing the pharmacy benefit, such as, ID Cards, IT programming, formulary letters, member communications, and benefit set-up quality assurance; and/or (ii) mutually agreed upon expense items and services related to implementation of additional clinical or other similar programs throughout the Term; in either case subject to submission of adequate documentation to support reimbursement within 180 days of incurring the applicable

expense. Both Sponsor and ESI (upon agreement from Sponsor) may use the PMF to cover the fair market value of expenses for projects requiring joint resources.

(b) Sponsor represents and warrants that: (i) it will only use the PMF as reimbursement for its actual expenses incurred in implementing the transition to ESI, and/or the service, project or program; (ii) that the applicable service, project or program was actually performed or provided; (iii) the amount of the reimbursement is equal to or less than the reasonable fair market value of the actual expenses incurred by Sponsor; (iv) it will notify and disclose the amount and the terms of any PMF reimbursements to Members and other third parties to the extent required by applicable laws and regulations.

(c) ESI intends to amortize the PMF over the Initial Term of the Agreement on a straight-line basis. Sponsor will have no right to interest on, or the time value of, any PMF, and unused funds shall be retained by ESI. In the event of a termination of this Agreement for any reason other than ESI's uncured material breach prior to the expiration of the Initial Term, Sponsor will reimburse ESI an amount equal to any paid but unamortized portion of the PMF. Reimbursement to ESI by Sponsor pursuant to this Section will not be in lieu of any other rights or remedies ESI may have in connection with the termination of this Agreement, including monetary or other damages. PMF reimbursements are not payable until this Agreement is executed.

(d) PMF may not be used in connection with the Medicare Part D program without ESI's consent following a regulatory assessment.

ARTICLE III - FEES; BILLING AND PAYMENT

3.1 Fees. In consideration of the PBM Services provided by ESI, Sponsor will pay the applicable claims reimbursement amounts ("Claims Reimbursements") and other administrative fees ("Administrative Fees," and together with Claims Reimbursements, "Fees") pursuant to the terms set forth in Exhibit A. ESI may use any excess achieved in any guarantee offered pursuant to this Agreement to make up for, and offset, a shortfall in any other guarantee set forth in this Agreement.

3.2 Billing and Payment.

(a) Billing. ESI will invoice Sponsor weekly for all applicable Fees.

(b) Payment. Sponsor will pay ESI by wire, ACH transfer or pre-authorized debit within seven (7) days from the date of Sponsor's receipt of each ESI invoice. Sponsor will be responsible for all costs of collection, and agrees to reimburse ESI for such costs and expenses, including reasonable attorneys' fees. All amounts not paid by the due date thereof will bear interest at the rate of 1.5% per month or, if lower, the highest interest rate permitted by law. In addition to any rights under Section 6.2, ESI may apply Rebate amounts otherwise owed to Sponsor against any unpaid Fees.

(c) Initial Deposit. As if the Effective Date, Sponsor shall provide to ESI a deposit equal to two weeks of expected Claims Reimbursements, as reasonably calculated by ESI based on the claims history already provided to ESI from Sponsor as of the date of the first version of this Agreement (document number 182800.1) was received by Sponsor from ESI. ESI will retain the deposit until the termination of this Agreement (following any run-off period), but may apply the deposit against Sponsor's delinquent Fees until such deposit is exhausted.

(d) Additional Deposit. If, at any time after the deposit in subsection (c) of this Section 3.2 is exhausted, and: (i) Sponsor has two or more invoices past due and outstanding, or (ii) ESI has reasonable grounds to believe Sponsor may be delinquent in payment of fees based on Sponsor's financial data (e.g., persistent negative cash flow, bankruptcy or insolvency), ESI may require that the Sponsor provide to ESI a deposit in an amount equal to the average of the last three (3) months of billing history as the basis for determining the one (1) month deposit amount or, if three (3) months billing history is not available, the most recent month of billing history as the basis. ESI will retain the deposit until the earlier of termination of this Agreement (following any run-off period), or six (6) consecutive months of timely payments of all Fees following submission of the deposit, and may apply the deposit to delinquent fees until return of the deposit.

ARTICLE IV – HIPAA; CONFIDENTIAL INFORMATION

4.1 HIPAA. The parties agree that as relates to use and disclosure of PHI, electronic transaction standards and security of electronic PHI under the Health Insurance Portability and Accountability Act of 1996, as amended, they are subject to the terms of the Business Associate Agreement set forth in Exhibit C. Notwithstanding the foregoing, the parties acknowledge that in providing services to Members, CuraScript and the Mail Service Pharmacy are acting as separate health care provider covered entities under HIPAA and not as business associates to the Plan covered by the Business Associate Agreement. In providing services, CuraScript and the Mail Services Pharmacy shall abide by all HIPAA requirements applicable to covered entities and shall safeguard, use and disclose Member PHI accordingly.

4.2 Confidential Information.

(a) Each party agrees that the terms of this Agreement and information of the other party, including, but not limited to and the following, will constitute confidential and proprietary information ("Confidential Information"): (i) with respect to ESI: ESI's reporting and other web-based applications, eligibility and adjudication systems, system formats and databanks (collectively, "ESI's Systems"), clinical or formulary management operations or programs, anonymized claims data (de-identified in accordance with HIPAA); CuraScript and Mail Service Pharmacy data; information and contracts relating to Rebates and Manufacturer Administrative Fees, prescription drug evaluation criteria, drug pricing information, and Participating Pharmacy agreements; and (ii) with respect to Sponsor: Participating Pharmacy Sponsor and Member identifiable health information and data, Eligibility Files, Set-Up Form information, business operations and strategies. Neither party will use the other's Confidential Information, or disclose it or this Agreement to any third party (other than Sponsor attorneys and accountants), at any time during or after termination of this Agreement, except as specifically contemplated by this Agreement or upon prior written consent, which will not unreasonably be withheld. Upon termination of this Agreement, each party will cease using the other's Confidential Information, and all such information will be returned or destroyed upon the owner's direction. Confidential Information does not include information which is or becomes generally available to the public; was within the recipient's possession or knowledge prior to its being furnished to the recipient pursuant to this Agreement, or is independently developed by the recipient under circumstances not involving a breach of this Agreement.

(b) Sponsor will not, and will not permit any third party acting on Sponsor's behalf to, access, attempt to access, test or audit ESI's Systems or any other system or network connected to ESI's Systems. Without limiting the foregoing, Sponsor will not: access or attempt to access any portion or feature of ESI's Systems, by circumventing ESI's Systems access control measures, either by hacking, password "mining" or any other means; or probe, scan, audit or test the vulnerability of ESI's Systems, nor breach the security or authentication measures of ESI's Systems.

ARTICLE V - COMPLIANCE WITH LAW; PRICING BENCHMARKS; FIDUCIARY ACKNOWLEDGEMENTS; FINANCIAL DISCLOSURE

5.1 Compliance with Law; Change in Law. Each party shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits. Sponsor shall be responsible for any governmental or regulatory charges and taxes imposed upon the services provided hereunder, other than taxes based on the net income of ESI. With respect to any Plan that is subject to the provisions of ERISA, the Sponsor or the plan sponsor shall ensure that its activities in regard to such program are in compliance with ERISA, and shall be responsible for disclosing to Members any and all information relating to the Plan and this Agreement as required by law to be disclosed, including any information relating to Plan coverage and eligibility requirements, commissions, rebates, discounts, or provider discounts referred to in Section 5.4 hereof. If there is a new or change in federal or state laws or regulations or the interpretation thereof, or a regulatory, judicial or legal action that, among other things, materially burdens ESI, requires ESI to increase payments or shorten payment times for Covered Drugs to Participating Pharmacies, or materially changes the scope of services hereunder (a "Change in Law"), then there shall be an appropriate modification of the services, reimbursement rates, Administrative Fees and/or Rebates such that the parties are returned to their comparable economic position as of the Effective Date. If the parties cannot agree on a modification or adjusted fee or rates, then either party may terminate the Agreement on thirty (30) days prior written notice to the other.

5.2 Pricing Benchmarks. The parties understand there are extra-market industry, legal, government and regulatory activities which may lead to changes relating to, or elimination of, the AWP pricing index that could alter the pricing intent under this Agreement. If the Pricing Source changes the methodology for calculating AWP or replaces AWP, or if, as a result of such change, ESI utilizes another recognized pricing benchmark other than AWP (e.g., to Wholesale Acquisition Cost), then Participating Pharmacy, CuraScript and Mail Service Pharmacy rates, rebates and guarantees, as applicable, will be modified as reasonably and equitably necessary to maintain the pricing intent under this Agreement. ESI shall provide Sponsor with at least ninety (90) days notice of the change (or if such notice is not practicable, as much notice as is reasonable under the circumstances), and written illustration of the financial impact of the pricing source or index change (e.g., specific drug examples). If Sponsor disputes the illustration or the financial impact of the pricing source, the parties agree to cooperate in good faith to resolve such disputes.

5.3 Fiduciary Acknowledgements. ESI offers pharmacy benefit management services, products and programs ("PBM Products") for consideration by all clients, including Sponsor. The general parameters of the PBM Products, and the systems that support these products, have been developed by ESI as part of ESI's administration of its business as a PBM. The parties agree that they have negotiated the financial terms of this Agreement in an arm's-length fashion. Sponsor acknowledges and agrees that neither it nor the Plan intends for ESI to be a fiduciary (as defined under ERISA or state law) of the Plan, and neither will name ESI or any of ESI's wholly-owned subsidiaries or affiliates as a "plan fiduciary." Sponsor further acknowledges and agrees that neither ESI nor any of ESI's wholly-owned subsidiaries or affiliates: (a) have any discretionary authority or control respecting management of the Plan's prescription benefit program, or (b) exercise any authority or control respecting management or disposition of the assets of the Plan or Sponsor. Sponsor further acknowledges that all such discretionary authority and control with respect to the management of the Plan and plan assets is retained by Sponsor or the Plan. Upon reasonable notice, ESI will have the right to terminate PBM Services to any Plan (or, if applicable, Members) located in a state requiring a pharmacy benefit manager to be a fiduciary to Sponsor, a Plan, or a Member in any capacity.

5.4 Disclosure of Certain Financial Matters. In addition to the Administrative Fees paid to ESI by Sponsor, if any, ESI and ESI's wholly-owned subsidiaries or affiliates derive margin from fees and revenue in one or more of the ways as further described in the Financial Disclosure to ESI PBM Clients set forth in Exhibit D hereto ("Financial Disclosure"), as updated by ESI from time to time. In negotiating any of the fees and revenues described in the Financial Disclosure or in this Agreement, ESI and ESI's wholly-owned subsidiaries and affiliates act on their own behalf, and not for the benefit of or as agents for Sponsor, Members or the Plan. ESI and ESI's wholly-owned subsidiaries and affiliates retain all proprietary rights and beneficial interest in such fees and revenues described in the Financial Disclosure and, accordingly, Sponsor acknowledges that neither it, any Member, nor the Plan, has a right to receive, or possesses any beneficial interest in, any such fees or revenues; provided, that ESI will pay Sponsor amounts equal to the amounts expressly set forth on Exhibit A.

ARTICLE VI - TERM AND TERMINATION; DEFAULT AND REMEDIES

6.1 Term.

(a) This Agreement will commence effective as of January 1, 2012 ("Effective Date"), and will continue for a period of three (3) years ("Initial Term"), and may be terminated earlier or extended in accordance with the terms of Section 6.2 below. Thereafter, this Agreement will automatically renew with the same terms and conditions as set forth herein for successive one (1) year renewal terms, subject to the right of termination as otherwise provided herein.

(b) Not less than ninety (90) days prior to the end of the Initial Term or any renewal term of this Agreement either party may notify the other party in writing that it desires to terminate this Agreement effective as of the end of the then current term.

6.2 Termination.

(a) Breach or Default. Either party may give the other written notice of a material, substantial and continuing breach of this Agreement. If the breaching party has not cured said breach within thirty (30) days from the date such notice was sent, this Agreement may be terminated at the option of the non-breaching party. If the amount of time commercially reasonable for the breach to be cured is longer than thirty (30) days, this

Agreement may not be terminated by the non-breaching party pursuant to this provision until such commercially reasonable period of time has elapsed; provided, however, that in no event will such period exceed sixty (60) days.

(b) Non-Payment. Notwithstanding anything to the contrary herein, ESI (and its wholly-owned subsidiaries) may terminate or suspend their performance hereunder and cease providing or authorizing provision of Covered Drugs to Members upon forty-eight (48) hours written notice if Sponsor fails to pay ESI or provide a deposit, if required, in accordance with the terms of this Agreement. ESI attempts collection through written and verbal communications with Sponsor prior to sending the notice described herein.

(c) Obligations Upon Termination. Upon notice of termination of this Agreement, the parties will mutually develop a run-off plan providing for: (i) Sponsor notification to Members of the timing of any transition to a successor pharmacy benefit manager at least thirty (30) days prior to the effective date of such termination; (ii) ESI provision of open Mail Service Pharmacy refill files and standard claims data and PA files for transition to the successor pharmacy benefit manager in accordance with then existing industry protocol; and (iii) whether Sponsor elects for ESI to process Participating Pharmacy or Member Submitted Claims for prescriptions filled during the Term but filed with ESI after the effective date of termination ("Termination Date"). Sponsor will continue to pay ESI in accordance with this Agreement for any Fees for PBM Services provided during the term and any run-off period. ESI will continue filing for Rebates for claims incurred prior to the Termination Date and will, subject to final reconciliation of any outstanding amounts owed by Sponsor to ESI, pay Sponsor Rebates for such claims in accordance with the Rebate payment schedule set out herein.

6.3 Remedies.

(a) Remedies Not Exclusive. A party's right to terminate this Agreement under Article VI will not be exclusive of any other remedies available to the terminating party under this Agreement or otherwise, at law or in equity.

(b) Force Majeure. Neither party will lose any rights under this Agreement or be liable in any manner for any delay to perform its obligations under this Agreement that are beyond a party's reasonable control, including, without limitation, any delay or failure due to riots, earthquakes, storms, floods or other extreme weather conditions, fires, acts of terrorism, epidemics, embargoes, war or other outbreak of hostilities, government acts or regulations, the failure or inability of carriers, suppliers, or telecommunications providers to provide services necessary to enable a party to perform its obligations hereunder, or any other reason where failure to perform is beyond the party's reasonable control, and is not caused by the negligence, intentional conduct or misconduct of the defaulting party; *provided, however*, that this clause may not be invoked to excuse a party's payment obligations hereunder. ESI represents that it maintains and continually updates a business continuity plan designed to mitigate any disruption to the services provided by ESI under this Agreement.

(c) Limitation of Liability. Except for the indemnification obligations set forth in Section 6.3(d), each party's liability to the other hereunder will in no event exceed the actual proximate losses or damages caused by breach of this Agreement. In no event will either party or any of their respective affiliates, directors, employees or agents, be liable for any indirect, special, incidental, consequential, exemplary or punitive damages, or any damages for lost profits relating to a relationship with a third party, however caused or arising, whether or not they have been informed of the possibility of their occurrence.

(d) Indemnification.

(i) In addition to any indemnification obligations set forth in the Business Associate Agreement, ESI will indemnify and hold Sponsor harmless from and against any loss, cost, damage, expense or other liability, including, without limitation, reasonable costs and attorney fees ("Costs") incurred in connection with any and all third party claims, suits, investigations or enforcement actions ("Claims") which may be asserted against, imposed upon or incurred by Sponsor and arising as a result of (A) ESI's negligent acts or omissions or willful misconduct (including those of the Mail Service Pharmacy and CuraScript), or (B) ESI's breach of this Agreement.

(ii) Sponsor will indemnify and hold ESI harmless from and against any Costs for Claims which may be asserted against, imposed upon or incurred by ESI and arising as a result of (A) Sponsor's negligent acts or omissions or willful misconduct, benefit design and coverage decisions, or

breach of this Agreement, or (B) any improper use Sponsor, an Auditor or Vendor may make of PHI or ESI System access provided to such party.

(iii) As a condition of indemnification, the party seeking indemnification will notify the indemnifying party in writing promptly upon learning of any Claim for which indemnification may be sought hereunder, and will tender the defense of such claim to the indemnifying party. No party will be obligated to indemnify the other with respect to any claim settled without the written consent of the other.

6.4 Survival. The parties' rights and obligations under the Sections 2.5, Articles III, IV and V; and Sections 6.2(c), 6.3, 6.4, 7.2, 7.3, 7.4 and 7.6 will survive the termination of this Agreement for any reason.

ARTICLE VII – MISCELLANEOUS

7.1 Liability Insurance. Each party will maintain such policies of general liability, professional liability and other insurance of the types, including self insurance, and in amounts customarily carried by their respective businesses. Proof of such insurance will be available upon request. ESI agrees, at its sole expense, to maintain during the term of this Agreement or any renewal hereof, commercial general liability insurance, pharmacists professional liability insurance for the Mail Service and CuraScript pharmacies, and managed care liability with limits, excess of a self insured retention, in amounts of not less than \$5,000,000 per occurrence and in the aggregate. ESI does not maintain liability insurance on behalf of any Participating Pharmacy, but does contractually require such pharmacies to maintain a minimum amount of commercial liability insurance or, when deemed acceptable by ESI, to have in place a self-insurance program

7.2 Notice. Any notice or document required or permitted to be delivered pursuant to this Agreement must be in writing and will be deemed to be effective upon mailing and must be either (a) deposited in the United States Mail, postage prepaid, certified or registered mail, return receipt requested, or (b) sent by recognized overnight delivery service, in either case properly addressed to the other party at the address set forth below, or at such other address as such party will specify from time to time by written notice delivered in accordance herewith:

Express Scripts, Inc.
Attn: President
One Express Way
St. Louis, Missouri 63121
With copy to Legal Department
Fax No. (800) 417-8163

Anaheim Union High School District
Attn: President
501 N. Crescent Way
Anaheim, California 92801

7.3 Independent Parties. No provision of this Agreement is intended to create or will be construed to create any relationship between ESI and Sponsor other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither party, nor any of their respective representatives, will be construed to be the partner, agent, fiduciary, employee, or representative of the other and neither party will have the right to make any representations concerning the duties, obligations or services of the other except as consistent with the express terms of this Agreement or as otherwise authorized in writing by the party about which such representation is asserted.

7.4 Assignment and Subcontracting. Sponsor may assign this Agreement upon first obtaining ESI's written consent, which consent will not be unreasonably withheld following a standard credit review of the proposed assignee. Sponsor acknowledges and agrees that ESI may perform certain services hereunder (e.g., mail service pharmacy and specialty pharmacy services) through one or more ESI subsidiaries or affiliates. ESI is responsible and liable for the performance of its subsidiaries and affiliates in the course of their performance of any such service. To the extent that ESI subcontracts any PBM Service under this Agreement to a third party, ESI is responsible and liable for the performance of any such third party. In addition, ESI may contract with third parties to provide information technology support services and other ancillary services, which services are not

PBM Services hereunder, but rather are services that support ESI's conduct of its business operations. This Agreement will be binding upon, and inure to the benefit of and be enforceable by, the respective successors and permitted assigns of the parties hereto.

7.5 Integration; Amendments. This Agreement and any Exhibits hereto constitute the entire understanding of the parties hereto and supersedes any prior oral or written communication between the parties with respect to the subject matter hereof. If there is a separate Business Associate Agreement between the parties, such an agreement will be incorporated herein for all applicable purposes. No modification, alteration, or waiver of any term, covenant, or condition of this Agreement will be valid unless in writing and signed by the parties or the agents of the parties who are authorized in writing, except as may be otherwise permitted pursuant to the terms and conditions of this Agreement or any Exhibit hereto.

7.6 Choice of Law. This Agreement will be construed and governed in all respects according to the laws in the State of Missouri, without regard to the rules of conflict of laws thereof.

7.7 Waiver. The failure of either party to insist upon the strict observation or performance of this Agreement or to exercise any right or remedy will not be construed as a waiver of any subsequent breach of this Agreement or impair or waive any available right or remedy.

7.8 Trademarks. Each party acknowledges each other party's sole and exclusive ownership of its respective trade names, commercial symbols, trademarks, and service marks, whether presently existing or later established (collectively "Marks"). No party shall use the other party's Marks in advertising or promotional materials or otherwise without the owner's prior written consent.

7.9 Third Party Beneficiary Exclusion. This Agreement is not a third party beneficiary contract, nor will this Agreement create any rights on behalf of Members as against ESI. Sponsor and ESI reserve the right to amend, cancel or terminate this Agreement without notice to, or consent of, any Member.

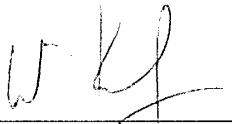
7.10 Authority to Contract. Sponsor hereby represents and warrants that it has obtained due and proper authority to enter into this Agreement through its governing body.

7.11 Open Records Requests. ESI acknowledges that Sponsor, as a government agency, may be subject to applicable freedom of information or open records laws and must, upon request, disclose such materials as are covered by and not exempted from such laws. Pursuant to Section 3.2 hereof, Sponsor acknowledges that certain information contained herein or subject to this Agreement is proprietary and confidential to ESI and shall be exempt from that Act to the fullest extent permitted by law. Sponsor agrees to give ESI notice and the minimum statutory or regulatory period of time to oppose, request redactions or limitations on any disclosures under a third party freedom of information or open records request pertaining to this Agreement or any proposal related hereto. This provision shall survive termination of the Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year below set forth.

EXPRESS SCRIPTS, INC.

ANAHEIM UNION HIGH SCHOOL DISTRICT

By: 

By: _____

Printed Name: William Kiefer

Printed Name: _____

Title: VP Commercial Division

Title: _____

Date: 1/16/2012

Federal ID Number: _____

Date: _____

EXHIBIT A

PHARMACY PROGRAM FEES

ESI shall be Sponsor's exclusive provider of PBM Services for Sponsor's Plans offering a prescription benefit. The financial terms set forth in Exhibit A are conditioned on such exclusive arrangement and all other specified conditions expressly incorporated in such exhibits, including, but not limited to the adoption by Sponsor of the specified network, qualifying co-payment structures, Formulary, implementation of Select Home Delivery and no Members in (i) a 100% co-payment plan or (ii) consumer driven health plan/high deductible health plan (if applicable). In the event one or more of the following occurs (whether between the date of the Cost Proposal and the Effective Date, or during the Term), ESI will have the right, upon notice, to make an equitable adjustment to the rates, guarantees, Administrative Fees and/or Rebates, solely as necessary to return ESI to its contracted economic position as of the effective date of such event:

(a) There is a material change in: (i) the conditions or assumptions stated in this Agreement; or (ii) the size, demographics or gender distribution of Sponsor's Membership compared to data provided by Sponsor;

(b) Sponsor changes its Formulary, benefit designs, implements OTC plans, clinical or trend programs or otherwise takes an action that has the effect of lowering the amount of Rebates earned by Sponsor;

(c) Sponsor elects to use on-site clinics or pharmacies to dispense prescription drugs to Members which materially reduces Rebates and/or the number of Covered Drug claims submitted on-line;

(d) Sponsor requests ESI to add a particular Participating Pharmacy in the network, which materially impacts any pricing guarantee;

(e) Rebate revenue is materially decreased because Brand Drugs move off-patent to generic status or due to a Change in Law; and/or

(f) More than 5% of claims are incurred in Massachusetts, Hawaii or Alaska.

Exhibit A includes the following:

Exhibit A-1

Pharmacy Reimbursement Rates

Exhibit A-2

Administrative and Clinical Program Fees

Exhibit A-3

Rebates

Exhibit A-1

Claims Reimbursement Fees

I. Annual Average Ingredient Cost Discount Guarantees (Does Not Apply to Specialty Products)

	Brand	Generic
Participating Pharmacy ESI National Plus Network		
Year 1	AWP – 16.50%	AWP – 73.75%
Year 2	AWP – 16.75%	AWP – 74.25%
Year 3	AWP – 17.00%	AWP – 74.75%
Mail Service Pharmacy (1-45 Days' Supply)*		
Year 1	AWP – 16.50%	AWP – 73.75%
Year 2	AWP – 16.75%	AWP – 74.25%
Year 3	AWP – 17.00%	AWP – 74.75%
Mail Service Pharmacy (46-90 Days' Supply)		
Year 1	AWP – 23.00%	AWP – 74.75%
Year 2	AWP – 23.25%	AWP – 75.25%
Year 3	AWP – 23.50%	AWP – 75.75%

* Prescription Drug Claims for Covered Drugs dispensed from the Mail Service Pharmacy in less than a 46 days' supply will be subject to rates, fees, Rebates and guarantees applicable to Covered Drugs dispensed from Participating Pharmacies.

Subject to annual reconciliation of the above average guarantees, Sponsor will pay to ESI on a per Prescription Drug Claim basis amounts determined pursuant to the following, net of applicable Copayments:

Participating Pharmacy – Brand: The lesser of the Ingredient Cost Charge or U&C plus the applicable dispensing fee

Participating Pharmacy – Generic: The lesser of the Ingredient Cost Charge, MRA, or U&C plus the applicable dispensing fee

Mail Service Pharmacy – Brand: The Ingredient Cost Charge plus the applicable dispensing fee*

Mail Service Pharmacy – Generic: The lesser of the Ingredient Cost Charge or MRA plus the applicable dispensing fee*

*Subject to a minimum charge at Mail Service Pharmacy of \$14.99.

A Member's Copayment charged for a Covered Drug will be the lesser of the applicable Copayment, Ingredient Cost Charge, or U&C.

Applicable dispensing fees as well as additional per/Rx Administrative Fees, if any, are set forth in the table in Section II. below. Sales or excise tax or other governmental surcharge, if any, will be the responsibility of Sponsor.

All compound Prescription Drug Claims shall be excluded from the average annual ingredient cost discount guarantees set forth in the table above and will be paid by Sponsor at the Participating Pharmacy or Mail Service Pharmacy submitted combined AWP plus the Participating Pharmacy or Mail Service Pharmacy submitted compounding service fees.

Application of the average annual ingredient cost discount guarantees set forth in the table above shall be subject to the following criteria and reconciliation provisions:

- A. Guarantee Methodology.** The reconciliation of the generic average annual ingredient cost discount guarantees set forth in the table above shall include: (i) Generic Drugs (including generic equivalents - i.e., generic equivalent prescription medications that are interchangeable with the marketed brand name drugs, but which are licensed and marketed as generic drugs); that are (ii) available in sufficient supply from multiple FDA-approved generic manufacturers of such drugs as reasonably determined by ESI consistent with its standard practice utilized for all clients. The reconciliation of the brand average annual ingredient cost discount guarantees set forth in the table above shall include all other non-excluded products.
- B. Guarantee Exclusions.** Prescription Drug Claims for Over-The-Counter (OTC) products, supplies, Specialty Products, Member Submitted Claims, Subrogation Claims and products filled through in-house or 340b pharmacies shall be excluded from the reconciliation of all guarantees.
- C. Guarantee Calculation.** Separately for each pricing component in the table above, the following calculation will be performed on an aggregated basis for all Prescription Drug Claims processed during the applicable contract year in order to reconcile against the average annual ingredient cost discount guarantees set forth in the table above:

$$1 - (A/B)$$

A = For Participating Pharmacy – Brand Prescription Drug Claims, the lesser of the Ingredient Cost Charge or U&C, and prior to application of Copayments

For Participating Pharmacy – Generic Prescription Drug Claims, the lesser of the Ingredient Cost Charge, MRA, or U&C, and prior to application of Copayments

For Mail Service Pharmacy – Brand Prescription Drug Claims, the Ingredient Cost Charge, and prior to application of Copayments

For Mail Service Pharmacy – Generic Prescription Drug Claims, the lesser of the Ingredient Cost Charge or MRA, and prior to application of Copayments

B = The actual AWP for the Covered Prescription

- D. Guarantee Reconciliation.** On an annual basis, ESI shall separately reconcile the guarantees for each pricing component listed in the tables above and will, subject to the following, credit Sponsor for any deficits in any such guarantee within one hundred fifty (150) days following the annual reconciliation period. The above guarantees are annual guarantees - if this Agreement is terminated prior to the completion of the then current contract year (hereinafter, a "Partial Contract Year"), then the above guarantees will not apply for such Partial Contract Year. Notwithstanding the foregoing, ESI may use an excess achieved in one or more of the above guarantees to make up for, and offset, a shortfall in another guarantee. ESI may also use any excess achieved in any other guarantee offered pursuant to this Agreement to make up for, and offset, a shortfall in any of the above guarantees or any other guarantee(s) set forth in this Agreement.

II. Per Prescription Drug Claim Dispensing and Administrative Fees (Does Not Apply to Specialty Products)

ESI National Plus Network	Brand	Generic
Participating Pharmacy Dispensing Fee/Rx	\$1.15	\$1.15
Participating Pharmacy Administrative Fee/Rx	\$0.00	\$0.00
Mail Service Pharmacy		
Dispensing Fee/Rx (1-45 Days' Supply)*	\$1.15	\$1.15
Dispensing Fee/Rx (46-90 Days' Supply)	\$0.00	\$0.00
Administrative Fee/Rx	\$0.00	\$0.00

* Prescription Drug Claims for Covered Drugs dispensed from the Mail Service Pharmacy in less than a 46 days' supply will be subject to rates, fees, Rebates and guarantees applicable to Covered Drugs dispensed from Participating Pharmacies.

III. Specialty Products

(a) Exclusive Care. CuraScript is the exclusive provider of Specialty Products for the reimbursement rates shown on the Exclusive CuraScript Specialty Product List. Any Specialty Product dispensed at a Participating Pharmacy (for example, limited distribution products not then available through CuraScript or overrides) will be reimbursed at the standard Participating Pharmacy Specialty Product rates shown below. Upon CuraScript acquisition of limited distribution products, Members will obtain prescriptions through CuraScript.

	Ingredient Cost	Dispensing Fee
Exclusive CuraScript	See Exclusive Specialty Product List Lesser of AWP discount or MRA	\$0.00
Participating Pharmacy Specialty Products	Participating Pharmacy Specialty Product List Lesser of AWP discount, U&C or MRA	\$2.00

(b) Pricing for ASES is as follows:

- (i) For Specialty Products needing an additional charge to cover costs of all supplies, equipment (e.g., pumps), nursing and clinical monitoring required to administer the Specialty Products, the following standard per diem and nursing fee rates shall apply. Exceptions to the standard per diem and nursing rates are set forth in (ii), below, which list may be updated from time to time by ESI. Pricing for home infusion supplies and services provided at Participating Pharmacies (for example, limited distribution products not then available through CuraScript or overrides) will be pass-through and based on the provider's rates.

Standard Per Diem	\$65/dose
Standard Nursing Fee/ First 2 Hours	\$150
Standard Nursing Hourly	\$75

(ii) Additional Exceptions to AWP Discount Rates and Standard Per Diem & Nursing Fees

Brand Name	AWP Discount	Per Diem
EPOPROSTENOL	1.0%	\$65/day
REMODULIN	5.0%	\$65/day

The TYVASO AWP discount includes Phone Support Nursing, Supplies, Pump, first two training visits, and Coordination of In-Person Nursing. In-home nursing that is requested/needed beyond the first two training visits will be charged at a rate of \$150 for the first two hours and \$75 for every hour after.

(c) Specialty Products will be excluded from any price guarantees set forth in the Agreement. In no event will the Mail Service Pharmacy or Participating Pharmacy pricing terms specified in the Agreement, including, but not limited to, the annual average ingredient cost discount guarantees, apply to Specialty Products dispensed through CuraScript.

(d) Unless otherwise set forth in an agreement directly between CuraScript and Sponsor, if a Specialty Product dispensed or ASES provided by CuraScript is billed to Sponsor directly by CuraScript instead of being processed through ESI, Sponsor agrees to timely pay CuraScript for such claim pursuant to the rates above and within thirty (30) days of Sponsor's, or its designee's, receipt of such electronic or paper claim from CuraScript. CuraScript shall have 360 days from the date of service to submit such electronic or paper claim.

IV. Optional Influenza and Other Vaccinations Program

If program selected by Sponsor, vaccinations shall adjudicate at the lower of:

(a)

	Participating Pharmacy INFLUENZA	Participating Pharmacy OTHER VACCINES
Ingredient Cost	Participating Pharmacy Ingredient Cost as set forth in the Agreement	Participating Pharmacy Ingredient Cost as set forth in the Agreement
+		
Dispensing Fee	Participating Pharmacy Dispensing Fee as set forth in the Agreement	Participating Pharmacy Dispensing Fee as set forth in the Agreement
+		
Professional Service Fee (PSF); cost for pharmacist to inject the vaccine	Pass-through (capped at \$15.50 per vaccine claim)	Pass-through (capped at \$20 per vaccine claim)
Vaccine Program Administrative Fee *	\$2.50 per vaccine claim	\$2.50 per vaccine claim

* The Vaccine Program Administrative Fee will be manually billed to Sponsor on a monthly basis or as otherwise agreed between ESI and Sponsor. This Vaccine Program Administrative Fee is in addition to any per Prescription Drug Claim administrative fee set forth in the Agreement.

or

(b) the combined ingredient cost, dispensing fee (if any) and professional service fee (if any) that the Participating Pharmacy generally charges an individual paying cash, without coverage for prescription drug benefits.

Coverage is subject to Plan provisions. No vaccine claims will be included in any guarantees set forth in the Agreement and/or amendments thereto.

Exhibit A-2

Administrative Services and Clinical Program Fees

I. Administrative Services

PBM Services – No Additional Fee	
◆ Customer service for Members	◆ Electronic claims processing
◆ Electronic/on-line eligibility submission	◆ Plan setup
◆ Standard coordination of benefits (COB) (reject for primary carrier)	◆ Software training for access to our on-line system(s)
◆ FSA eligibility feeds	
Network Pharmacy Services	
◆ Pharmacy help desk	◆ Pharmacy reimbursement
◆ Pharmacy network management	◆ Network development (upon request)
Home Delivery Services	
◆ Benefit education	◆ Prescription delivery – standard
Reporting Services	
◆ Web-based client reporting – produced by Sponsor	◆ Annual Strategic Account Plan report
◆ Ad-hoc desktop parametric reports	◆ Billing reports
◆ Claims detail extract file electronic (NCPDP format)	◆ Inquiry access to claims processing system
◆ Load 12 months claims history for clinical reports and reporting	
Website Services	
◆ Express-Scripts.com for Sponsor — access to reporting tools, eligibility update capability, contact directory, sales and marketing information, and benefit and enrollment support secured through Risk Base Authentication	◆ Express Preview SM enrollment option — available during open enrollment to enable members to evaluate prescription benefit plan options
◆ Express-Scripts.com for Members and advisors — access to benefit, drug, health and wellness information; prescription ordering capability; and customer service	
Implementation Package and Member Communications	
◆ New Member packets (includes two standard resin ID cards)	◆ Implementation support
◆ Member replacement cards printed via web	
Clinical	
◆ Concurrent Drug Utilization Review (DUR)	◆ Emerging Therapeutics
◆ Prior Authorization – Administrative	◆ Prior Authorization – Clinical Base List
• Non-clinical Prior Authorization	◆ Call4Generics
• Lost/stolen overrides	◆ Blood glucose monitoring program
• Vacation supplies	

PBM Services	Fees
◆ Manual/hardcopy eligibility submission	\$10.00/update (includes initial entry)
◆ Member-submitted paper claims processing fee	\$2.50/claim
◆ Medicaid subrogation claims fee	\$2.50/claim
Network Pharmacy Services	
◆ Client Assurance Audit Program	20% of audit recoveries
◆ Program Integrity Fraud, Waste & Abuse (FWA) Member and Prescriber FWA functions to include:	\$0.05/claim
- One member & physician report per quarter	
- Data mining of quarterly reports	
- One consultation call per quarter with Sponsor	
Reporting Services	
◆ Web-based client reporting – produced by ESI	\$100/report
◆ Custom ad-hoc reporting	\$150/hour, with a minimum of \$500
Replacement Member Communication Packets	
◆ Member requested replacement packets	\$1.50 + postage per packet
◆ Sponsor requested re-carding	\$1.50 + postage per packet
Appeals by MCMC and ESI Translation Services for initial “claims for benefits”	
◆ Clinical appeals	\$350/review
◆ Non-clinical appeals	\$160/review
◆ External review for non-grandfathered plans	\$800/review
◆ Translation Services for initial “claims for benefits”	
- Full Solution	\$300 per letter
- Written Translation Only	\$200 per letter
- Written Translation/Contract Center after hours only	\$250 per letter
Medicare Part D	
◆ Part D subsidy enhanced service (ESI sends reports to CMS on behalf of Sponsor)	\$1.12 PMPM for Medicare-qualified Members with a minimum annual fee of \$7,500
• Notice of Creditable Coverage	\$1.35/letter + postage
◆ Part D Subsidy standard service (ESI sends reports to Sponsor)	\$0.62 PMPM for Medicare-qualified Members with a minimum annual fee of \$5,000
• Notice of Creditable Coverage	\$1.35/letter + postage
◆ Using Outside Cost Reporter/Vendor (ESI provide final rebate figures)	\$0.42 PMPM for Medicare-qualified Members with a minimum annual fee of \$1,500
◆ Medicare Part D Fraud, Waste and Abuse Program – includes quarterly reporting and Audit Compliance	\$0.03/claim
Medicare Part B	
◆ Part B Services (Participating Pharmacy and Mail Benefit)	\$0.42 PMPM for Medicare qualified Members

II. Selected Clinical/Trend Programs.

ESI offers a comprehensive list of trend, safety, care and disease management programs, a limited number of which are identified below, and which may change or be discontinued from time to time. ESI also offers savings guarantees under certain conditions. Information concerning such programs, guarantees and fees, if applicable, is available from the ESI Account Team.

Reduce Prescription Waste	Fees
<ul style="list-style-type: none"> • Drug Quantity Management * • Prior Authorization – Base List* • Prior Authorization — Clinical Supplemental List * • Prior Authorization – Pharmacogenomics List* • Prior Authorization – Proactive PA* • Prior Authorization – Specialty List* • Prior Authorization — Other Clinical Overrides (e.g. non-standard Prior Authorization medications, medical exceptions) • Step Therapy — Individual modules and packages available <ul style="list-style-type: none"> • More than 50 modules available. The most utilized include: Leukotrienes, Cox-2, other antidepressants, SSRI, Hypnotics, ACE, ARB, PPI, Brand NSAID, HMG. • Formulary Rapid Response • Zero Dollar Generic Copay • RxSavings Select • Turn2Generics 	\$0.05 PMPM No additional fee \$0.05 PMPM \$0.01 PMPM \$0.02 PMPM \$0.06 PMPM(\$0.03 PMPM if implemented with the Supplemental List) \$35/request \$45/physician review Pricing varies by module \$0.01 PMPM \$1.25/Member mailing or \$1,000 for Member identification and authorization of \$0 Copay \$2.50/targeted Member \$0.01 PMPM
Manage Medication Therapy and Safety	
<ul style="list-style-type: none"> • Medication Adherence 	\$0.02 PMPM Includes all seven modules
<ul style="list-style-type: none"> • Retrospective DUR • Retrospective DUR — Seniors 	\$0.03 PMPM \$0.02 PMPM
Enrich Care Continuum	
<ul style="list-style-type: none"> • ExpressAlliance® Basic Pharmacist Support Basic Pharmacist Support Includes <ul style="list-style-type: none"> • Quarterly webcasts on drug updates • Support for general drug questions • Monthly grand rounds case review • Regular review status calls (monthly or quarterly) • Clarification of clinical targeting within the web based application 	\$0.10 PMPM
<ul style="list-style-type: none"> • ExpressAlliance® Comprehensive Pharmacist Support Comprehensive Pharmacist Support includes all of the items with Basic Pharmacist Support plus: <ul style="list-style-type: none"> • Proactive Web Target Screening (Weekly Review for High Risk Target Opportunities and Summary) • Full Case Review • Case Summary or Switch Opportunities • Post Hospital Patient Services 	\$0.14 PMPM

<ul style="list-style-type: none"> ExpressAlliance[®] Additional Services <ul style="list-style-type: none"> ESI Managed Administration List -- ESI coordinates match process with the plan Sponsor's ESI-specific ID, client-specific IDs, and vendor-specific IDs for their Member population Sponsor Managed Administration List – Plan Sponsor provides Member ID match list to auto load into Web application, match between ESI ID, client-specific ID, and vendor-specific ID already complete Emerging Therapeutic Communications (included with all targeting packages) 	<p>2 targets: \$0.02 PMPM 3-5 targets: \$0.02 PMPM 6+ targets: \$0.01 PMPM</p> <p>2 targets: \$0.01 PMPM 3-5 targets: \$0.01 PMPM 6+ targets: No additional charge</p> <p>No additional charge</p>
<p>Additional Reporting</p> <ul style="list-style-type: none"> Predictive Modeling - (Adult and/or Pediatric): Report identifies Members predicted to have high medical expenditures in the following six months. Specialty Care Management Reporting -- The CMC report identifies members who have qualified for the Specialty Program offered by CuraScript. Each qualified Member is assessed by a certified Clinical Nurse Manager and the evaluation details are stored in their system as a referral. The CMC reports are generated monthly and contain detailed information collected during the patient's assessment interview. The CMC nurse manager then sends all completed reports to ExpressAlliance[®] for distribution. There are six disease states included in the CMC reports; Multiple Sclerosis, Rheumatoid Arthritis, Psoriasis, Respiratory Syncytial Virus (RSV), Hemophilia, and Hepatitis C. 	<p>\$0.05 PMPM</p> <p>\$0.05 PMPM</p>
<ul style="list-style-type: none"> Value Based Insurance Design (VBID) 	<p>Priced upon request</p>
<ul style="list-style-type: none"> Physician Consultation 	<p>Phone-based Program: \$5,800 set-up cost plus \$100 per targeted physician with a minimum of 100 physicians. Subsequent quarters \$1,000 set-up cost plus \$100 per targeted physician with a minimum of 100 physicians.</p> <p>Mailed Profiles Only (i.e., no telephone consultation): \$5,800 set-up plus \$1.70 per mailed profile. Subsequent implementations \$1,000 plus \$1.70 per mailed profile.</p> <p>Phone-based Program plus additional profiles to physicians other than the group targeted for consultations: Same price as phone-based program plus \$1.70 per additional profile.</p>
<ul style="list-style-type: none"> Physician Report Card 	<p>Mailed Profiles Only: \$500 set-up plus \$1.70 per mailed profile. Subsequent implementations \$500 plus \$1.70 per mailed profile.</p>
<p>Enable Better Health and Value</p>	
<ul style="list-style-type: none"> Care Management 	<p>\$0.01/claim — Asthma \$0.01/claim — Cardiovascular Disease \$0.02/claim — CHF \$0.02/claim — Depression \$0.01/claim — Diabetes \$0.02/claim — Hypertension \$0.02/claim — Migraine</p>
<ul style="list-style-type: none"> Wellness 	<p>Priced upon request</p>
<ul style="list-style-type: none"> Integrated Data ServicesSM 	<p>\$0.40 PMPM</p>

*List of drugs subject to change at the discretion of ESI.

** All programs are optional and will only be implemented upon Sponsor request.

***ESI and Sponsor each understand that client conditions and vendor status changes may occur from time to time. If Sponsor changes its program operations or otherwise takes an action that has the effect of materially increasing the costs of the pharmacist consulting phase of the program, ESI shall have the right to make an equitable adjustment to the program price as of the effective date of the event upon notification to the Sponsor. Material costs are defined as increasing the pharmacist time by greater than 20% due to increased calls or services above the agreed upon service levels.

EXHIBIT A-3

Rebates

1. Rebate Amounts

Subject to: (i) the conditions set forth in Sections 2. – 4. below and elsewhere in this Agreement; and (ii) Sponsor meeting the Plan design conditions identified in the table below, ESI will pay to Sponsor the following guaranteed amounts:

Formulary:	ESI National Preferred Formulary and accompanying Formulary management edits		
Copayment Design:	2-tier or 3-tier Plan design, less than \$15 Copayment Differential		
	Participating Pharmacies	Mail Service Pharmacy	
Days' Supply	All	1-45*	46-90
Per Brand Drug Prescription Drug Claim	\$18.00	\$18.00	\$54.00
Based on the following days supply:	30 days	90 days	

* Prescription Drug Claims for Covered Drugs dispensed from the Mail Service Pharmacy in less than a 46 days' supply will be subject to rates, fees, Rebates and guarantees applicable to Covered Drugs dispensed from Participating Pharmacies.

2. Exclusions

Member Submitted Claims, Subrogation Claims, OTC products, claims older than 180 days, claims through Sponsor-owned or 340b pharmacies, and claims pursuant to a 100% Member Copayment plan are not eligible for the guaranteed Rebate amounts set forth in Section 1. above.

3. Rebate Payment Terms

Subject to the conditions set forth herein, ESI shall pay Sponsor the guaranteed amounts set forth in Section 1 above within approximately one hundred and fifty (150) days following the end of each calendar quarter for utilization occurring during such quarter.

4. Conditions

- A. ESI contracts with pharmaceutical manufacturers for Rebates on its own behalf and for its own benefit, and not on behalf of Sponsor. Accordingly, ESI retains all right, title and interest to any and all actual Rebates received from manufacturers. ESI will pay Sponsor amounts equal to the Rebate amounts allocated to Sponsor, as specified above, from ESI's general assets (neither Sponsor, its Members, nor Sponsor's Plan retains any beneficial or proprietary interest in ESI's general assets). Sponsor acknowledges and agrees that neither it, its Members, nor its Plan will have a right to interest on, or the time value of, any Rebate payments received by ESI during the collection period or moneys payable under this Section. No amounts for Rebates will be paid until this Agreement is executed by Sponsor. ESI will have the right to apply Sponsor's allocated Rebate amount to unpaid Fees.

- B. Sponsor acknowledges that it may be eligible for Rebate amounts under this Agreement only so long as Sponsor, its affiliates, or its agents do not contract directly or indirectly with anyone else for discounts, utilization limits, rebates or other financial incentives on pharmaceutical products or formulary programs for claims processed by ESI pursuant to the Agreement, without the prior written consent of ESI. In the event that Sponsor negotiates or arranges with a pharmaceutical manufacturer for Rebates or similar discounts for any Covered Drugs hereunder, but without limiting ESI's right to other remedies, ESI may immediately withhold any Rebate amounts earned by, but not yet paid to, Sponsor as necessary to prevent duplicative rebates on Covered Drugs. To the extent Sponsor knowingly negotiates and/or contracts for discounts or rebates on claims for Covered Drugs without prior written approval of ESI, such activity will be deemed to be a material breach of this Agreement, entitling ESI to suspend payment of Rebate amounts hereunder and to renegotiate the terms and conditions of this Agreement.

EXHIBIT B

AUDIT PROTOCOL

1. AUDIT PRINCIPLES

ESI recognizes the importance of its clients ensuring the integrity of their business relationship by engaging in periodic audits of their financial arrangements with ESI. ESI provides this audit right to each and every client. In granting this right, ESI's primary interest is to facilitate a responsive and responsible audit process. In order to accomplish this goal, for all clients, ESI has established the following Protocol. Our intent is in no way to limit Sponsor's ability to determine that ESI has properly and accurately administered the financial aspects of the Agreement, but rather to create a manageable process in order to be responsive to our clients and the independent auditors that they may engage. If Sponsor has any concern that this Protocol will prohibit Sponsor from fully confirming its financial arrangement with ESI, we encourage Sponsor to express such concern at the audit kick-off meeting.

2. AUDIT PREREQUISITES

A. The financial aspects of the Agreement can be broken down into the following three main components. Sponsor has the right to audit any or all three of these components, if applicable:

- Claims
- Rebates
- Performance Guarantees

At Sponsor's discretion, Sponsor may conduct an audit of each component separately, or may combine all three components in one audit. In addition to the above audit rights, Sponsor may address general claim inquiries, which do not require an audit, by contacting Sponsor's ESI Account Management team at any time.

B. ESI will provide all data reasonably necessary for Sponsor to determine that ESI has performed in accordance with contractual terms.

C. ESI engages a national accounting firm, at its sole cost and expense, to conduct a SAS 70 audit on behalf of its clients. Upon request, ESI will provide the results of its most recent SAS 70 audit. Testing of the areas covered by the SAS 70 is not within the scope of Sponsor's audit rights (i.e., to confirm the financial aspects of the Agreement) and is therefore not permitted. However, if requested, ESI will explain the SAS 70 audit process and findings to Sponsor in order for Sponsor to gain an understanding of the SAS 70.

3. AUDITS

A. ESI recommends that the initial audit period for a claims audit cover a timeframe not to exceed twenty-four (24) months immediately preceding the request to audit (the "Audit Period"). This Audit Period allows a reasonable amount of time for both parties to conclude the audit before claims data is archived off the adjudication system. ESI will accommodate reasonable requests to extend the Audit Period, but this may delay ESI's response time to audit findings due to the age of the claims.

B. When performing a Rebate audit, Sponsor may perform an on-site review of the applicable Rebate rate components of manufacturer agreements, selected by Sponsor, as reasonably necessary to audit the calculation of the Rebate payments made to Sponsor by ESI.

C. ESI recommends that Sponsor select an initial number of manufacturer contracts to enable Sponsor to audit fifty percent (50%) of the total Rebate payments due to Sponsor for two (2) calendar quarters during the twelve (12) month period immediately preceding the audit. ESI will accommodate reasonable requests to extend this audit scope, but this may delay ESI's on-site preparation time as well as response time to audit findings.

4. AUDIT FINDINGS

A. Following Sponsor's initial audit, Sponsor (or its Auditor) will provide ESI with a written report of suspected errors, if any. In order for ESI to evaluate Sponsor's audit report, Sponsor shall provide an electronic data file in a mutually agreed upon format containing either a representative sample of claims, or the entire suspected error population, and the dollar amount associated with the suspected errors.

B. If Sponsor provides the entire suspected error population, consistent with generally accepted industry audit standards, ESI will evaluate a statistically valid sample of claims in order to provide a timely response. ESI will use commercially reasonable best efforts to respond to the audit report in no more than thirty (30) days from ESI's receipt of the report. Please be aware, however, that audits that require evaluation of six (6) or more findings typically require additional time to respond due to the complex nature of such audits. Our pledge to respond within the foregoing timeframe is predicated on a good faith and cooperative effort between Sponsor and/or its Auditor and ESI.

- C. Following ESI's evaluation of Sponsor's (or its Auditor's) audit report, if the audit findings warrant an increase in the Audit Period or the number of contracts reviewed, then ESI and Sponsor will mutually determine the scope of further analysis.
- D. Sponsor agrees that once audit results are accepted by both parties, the audit shall be considered closed and final.
- E. ESI shall promptly pay overpayments (or Sponsor shall promptly pay underpayments, if applicable) upon closure of the audit.

5. CONFIDENTIALITY

ESI's contracts are highly confidential and proprietary. For this reason, ESI only permits on-site review rather than provide copies to our clients. During on-site contract review, Sponsor (or its Auditor) may take and retain notes to the extent necessary to document any identified errors, but may not copy (through handwritten notes or otherwise) or retain any manufacturer or Participating Pharmacy agreements (in part or in whole) or related documents provided or made available by ESI in connection with the audit. ESI will be entitled to review any notes to affirm compliance with this paragraph.

EXHIBIT C

BUSINESS ASSOCIATE AGREEMENT

Express Scripts, Inc. ("ESI") and Sponsor are parties to an agreement ("PBM Agreement") whereby ESI provides certain pharmacy benefit management services to the Sponsor's prescription drug plan (Sponsor and Sponsor's prescription drug plan collectively referred to hereinafter as "Plan"). This Business Associate Agreement addresses the parties' rights and obligations concerning the use and disclosure of patients' protected health information. The HIPAA Rules (as defined below) require ESI and the Plan to enter into a "business associate agreement" to comply with applicable sections of the HIPAA Rules as of the applicable Compliance Dates. If Sponsor or a third party authorized by Sponsor provides health information related to Sponsor's medical plan to ESI to perform PBM Services, and to the extent such information constitutes PHI, the parties agree that the terms of this Business Associate Agreement shall also apply with respect to such medical plan PHI.

1. Definitions.

(a) "Breach" shall mean the unauthorized acquisition, access, use, or disclosure of Protected Health Information that compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information. "Breach" shall not include:

- (i) any unintentional acquisition, access, or use of PHI by an employee or individual acting under the authority of Plan or ESI, as long as such acquisition, access, or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual with Plan or ESI and such information is not further acquired, accessed, used, or disclosed by any person; or
- (ii) an inadvertent disclosure from an individual who is otherwise authorized to access PHI at a facility operated by Plan or ESI to another similarly situated individual at the same facility, provided that any such information received as a result of such disclosure is not further acquired, accessed, used, or disclosed by any person.

(b) "Compliance Date(s)" shall mean the date established by HHS or the United States Congress for effective date of applicability and enforceability of the HIPAA Rules and HITECH Standards.

(c) "Designated Record Set" shall mean a group of records maintained by or for Plan that is (i) the medical records and billing records about individuals maintained by or for Plan, (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for Plan to make decisions about individuals.

(d) "Electronic Health Record" shall mean an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

(e) "Electronic PHI" shall have the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103.

(f) "Health Plan" or "Plan" shall have the same meaning as the term "Health Plan" in 45 C.F.R. § 160.103.

(g) "HIPAA Rules" means the collective privacy, transaction and code sets, and security regulations promulgated pursuant to the Health Insurance Portability and Accountability Act, as codified at 45 C.F.R. Parts 160, 162 & 164.

(h) "HITECH Standards" means the privacy, security and security Breach notification provisions applicable to a Business Associate under Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH"), which is Title XIII of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5), and any regulations promulgated thereunder.

(i) "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

(j) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by ESI from or on behalf of Plan.

(k) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and 45 C.F.R. Part 164, Subpart A and Subpart E, as they exist now or as they may be amended.

(l) "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.

(m) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

(n) "Security Incident" shall have the same meaning as "security incident" in 45 C.F.R. § 164.304

(o) "Security Standards" shall mean the Security Standards, 45 C.F.R. Part 160 and 45 C.F.R. Part 164, Subpart A and Subpart C, to be effective no later than April 20, 2005, as they exist now or as they may be amended.

(p) "Transactions Standards" shall mean the Standards for Electronic Transactions, 45 C.F.R. Parts 160 and 162, as they exist now or as they may be amended.

Terms used, but not otherwise defined, in this Business Associate Agreement shall have the same meaning as those terms in the HIPAA Rules and the HITECH Standards.

2. General Use and Disclosure Provisions. ESI and Plan acknowledge and agree as follows:

(a) *Use or Disclosure.* ESI agrees not to use or further disclose PHI other than as expressly permitted or required by this Business Associate Agreement or as Required by Law.

(b) *Minimum Necessary.* ESI will take reasonable efforts to limit requests for, use and disclosure of PHI to the minimum necessary to accomplish the intended request, use or disclosure.

(c) *Specific Use or Disclosure Provisions.* Except as otherwise limited in this Business Associate Agreement, ESI may use and disclose PHI to properly provide, manage and administer the PBM Services required under the PBM Agreement and consistent with applicable law to assist the Plan in its operations, as long as such use or disclosure would not violate the HIPAA Rules if done by the Plan, or such use or disclosure is expressly permitted in (i) through (iii) below:

(i) ESI may use PHI for the proper management and administration of ESI or to carry out ESI's legal responsibilities.

(ii) ESI may disclose PHI to third parties for the proper management and administration of ESI or to carry out the legal responsibilities of ESI provided that the disclosures are Required by Law, or ESI obtains reasonable assurances from the person to whom the information is disclosed that: (A) the information will remain confidential, (B) the information will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and (C) the person notifies ESI of any instances of which it is aware in which the confidentiality of the information has been breached.

(iii) ESI may use PHI to perform Data Aggregation services on behalf of the Plan as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

(d) *Reporting.* ESI agrees to promptly notify Plan if ESI has knowledge that PHI has been used or disclosed by ESI in a manner that violates this Business Associate Agreement. To the extent that ESI creates, receives, maintains or transmits Electronic PHI, ESI agrees to report promptly to Plan any Security Incident, as determined by ESI, involving PHI of which ESI becomes aware. Effective thirty (30) calendar days after the effective date of applicable regulations issued by the Secretary, ESI shall, following the discovery of a Breach of Unsecured PHI, notify Plan of such Breach without unreasonable delay and in no event later than sixty (60) calendar days after the discovery, including the identification of each individual whose Unsecured PHI has been, or is reasonably believed to have been, accessed, acquired or disclosed during the Breach. A Breach shall be treated as discovered as of the first day on which such Breach is known or reasonably should have been known by ESI.

(e) *Safeguards.* ESI agrees to use appropriate safeguards, consistent with applicable law, to prevent use or disclosure of PHI in a manner that would violate this Business Associate Agreement. ESI shall provide Plan with such information concerning such safeguards as Plan may reasonably request from time to time. To the extent that ESI creates, receives, maintains or transmits Electronic PHI, ESI agrees to use appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of the Electronic PHI that ESI creates, receives, maintains or transmits on behalf of the Plan as required by the Security Standards.

(f) *Mitigation.* ESI agrees to mitigate, to the extent practicable, any harmful effect that is known to ESI of a use or disclosure of PHI by ESI in violation of this Business Associate Agreement or the PBM Agreement.

(g) *Subcontractors and Agents.* ESI agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by ESI on behalf of the Plan, agrees to the same restrictions, terms and conditions that apply through this Agreement to ESI with respect to such information, including the requirement that it implement reasonable and appropriate safeguards to protect any Electronic PHI that is disclosed to it by ESI.

(h) *Access.* Within fifteen (15) business days of a request by the Plan, ESI shall provide access to Plan to PHI in a Designated Record Set in order to meet the requirements under 45 C.F.R. § 164.524. If ESI receives a request directly from an Individual, or if requested by the Plan that access be provided to the Individual, ESI shall provide access to the Individual to PHI in a Designated Record Set within thirty (30) days in order to meet the requirements under 45 C.F.R. § 164.524.

(i) *Amendment.* Within sixty (60) days of a request by the Plan or subject Individual, ESI agrees to make any appropriate amendment(s) to PHI in a Designated Record Set that Plan directs or agrees to pursuant to 45 C.F.R. § 164.526.

(j) *Accounting.* Within thirty (30) days of a proper request by the Plan, ESI agrees to document and make available to Plan, for a reasonable cost-based fee (under conditions permitted by HIPAA if an Individual requests an accounting more than once during a twelve month period), such disclosures of PHI and information related to such disclosures necessary to respond to such request for an accounting of disclosures of PHI, in accordance with 45 C.F.R. § 164.528. Within sixty (60) days of proper request by subject Individual, ESI agrees to make available to the Individual the information described above. ESI shall retain copies of any accountings for a period of six (6) years from the date the accounting was created.

(k) *Restrictions on Use or Disclosure.* Within fifteen (15) business days of a request of the Plan, ESI agrees to consider restrictions on the use or disclosure of PHI agreed to by the Plan on behalf of an Individual in accordance with 45 C.F.R. § 164.522.

(l) *Audit and Inspection.* ESI agrees to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by ESI on behalf of the Plan, available to Plan within ten (10) business days, or at the request of the Plan or the Secretary, to the Secretary in a time and manner directed by the Secretary, for purposes of the Secretary determining the Plan's compliance with the HIPAA Rules. Any release of information regarding ESI's practices, books and records is proprietary to ESI and shall be treated as confidential and shall not be further disclosed without the written permission of ESI, except as necessary to comply with the HIPAA Rules.

(m) *Compliance with the HITECH Standards.* Notwithstanding any other provision in this Business Associate Agreement, no later than February 17, 2010, unless a separate effective date is specified by law or this Business Associate Agreement for a particular requirement (in which case the separate effective date shall be the effective date for that particular requirement), ESI shall comply with the HITECH Standards, including, but not limited to: (i) compliance with the requirements regarding minimum necessary under HITECH § 13405(b); (ii) requests for restrictions on use or disclosure to health plans for payment or health care operations purposes when the provider has been paid out of pocket in full consistent with HITECH § 13405(a); (iii) the prohibition of sale of PHI without authorization unless an exception under HITECH § 13405(d) applies; (iv) the prohibition on receiving remuneration for certain communications that fall within the exceptions to the definition of marketing under 45 C.F.R. § 164.501 unless permitted by this Agreement and Section 13406 of HITECH; (v) the requirements relating to the provision of access to certain information in electronic access under HITECH § 13405(e); (vi) compliance with each of the Standards and Implementation Specifications of 45 C.F.R. §§ 164.308 (Administrative Safeguards), 164.310 (Physical Safeguards), 164.312 (Technical Safeguards) and 164.316 (Policies and Procedures and Documentation Requirements); and (vii) as of the separate compliance date set forth in regulations promulgated under HITECH on this topic, the requirements regarding accounting of certain disclosures of PHI maintained in an Electronic Health Record under HITECH § 13405(c) to the extent that ESI discloses any PHI maintained in an Electronic Health Record on behalf of the Plan pursuant to this Business Associate Agreement.

3. Plan Obligations.

(a) Plan shall notify ESI of any limitation(s) in the notice of privacy practices of Plan in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect ESI's use or disclosure of PHI.

(b) Plan shall notify ESI of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect ESI's use or disclosure of PHI.

(c) Plan shall notify ESI of any restriction to the use or disclosure of PHI that Plan has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect ESI's use or disclosure of PHI.

(d) Plan shall not request that ESI use or disclose PHI in any manner that would exceed that which is minimally necessary under the HIPAA Rules or that would not be permitted by a Covered Entity.

(e) Plan agrees that it will have entered into "Business Associate Agreements" with any third parties (e.g., case managers, brokers or third party administrators) to which Plan directs and authorizes ESI to disclose PHI.

4. Transactions Standards. The HIPAA Rules provide for certain Transactions Standards for transfer of data between trading partners. While certain of the standards may or may not be adopted by the Plan (e.g., for eligibility), ESI will be prepared to accept the following in accordance with 45 C.F.R. Part 162.1502: ASC X12N 834 – Benefit Enrollment and Maintenance. In addition, to the extent applicable, ESI shall comply with other applicable transactions standards for claims processing functions between ESI and provider pharmacies. Each party hereby agrees that it shall not change any definition, data condition or use of a data element or segment in a standard, add any data elements or segment to the maximum defined data set, use any code or data elements that are either marked "not used" in the standard's implementation specification or are not in the implementation specification, or change the meaning or intent of the implementation specification.

5. Breach; Termination.

(a) Without limiting the termination rights of the parties pursuant to the PBM Agreement, upon Plan's knowledge of a material breach by ESI of this Business Associate Agreement, Plan shall notify ESI of such breach and ESI shall have thirty (30) days to cure such breach. In the event ESI does not cure the breach, or cure is infeasible, Plan shall have the right to immediately terminate this Business Associate Agreement and the PBM Agreement. If cure of the material breach is infeasible, Plan shall report the violation to the Secretary.

(b) As of February 17, 2010 and without limiting the termination rights of the parties pursuant to the PBM Agreement, upon ESI's knowledge of a material breach by the Plan of this Business Associate Agreement, ESI shall notify Plan of such breach and the Plan shall have thirty (30) days to cure such breach. In the event the Plan does not cure the breach, or cure is infeasible, ESI shall have the right to immediately terminate this Business Associate Agreement and the PBM Agreement. If cure of the material breach is infeasible, ESI shall report the violation to the Secretary.

(c) To the extent feasible, upon termination of the PBM Agreement for any reason, ESI shall, and shall cause any subcontractors and agents to, return or destroy and retain no copies of all PHI received from, or created or received by ESI on behalf of, the Plan. If ESI determines, in its sole discretion, that return or destruction of such information is not feasible, ESI shall continue to limit the use or disclosure of such information as set forth in this Agreement as if the PBM Agreement had not been terminated.

6. Indemnification. Each party (the "Indemnifying Party") shall indemnify and hold the other party and its officers, directors, employees and agents (each an "Indemnified Party") harmless from and against any claim, cause of action, liability, damage, cost or expense ("Liabilities") to which the Indemnified Party becomes subject to as a result of third party claims (including reasonable attorneys' fees and court or proceeding costs) brought against the Indemnified Party, which arise as a result of: (i) the material breach of this Business Associate Agreement by the Indemnifying Party; or (ii) the gross negligence or willful misconduct of the Indemnifying Party, except to the extent such Liabilities were caused by the Indemnified Party. A party entitled to indemnification under this Section 6 shall give prompt written notification to the Indemnifying Party of the commencement of any action, suit or proceeding relating to a third party claim for which indemnification is sought, subject to applicable confidentiality constraints. The Indemnifying Party shall be entitled to assume control of the defense of such action, suit, proceeding or claim with competent counsel of its choosing. Indemnification shall not be required if any claim is settled without the Indemnifying Party's consent, which such consent shall not be unreasonably withheld. **NOTWITHSTANDING THE FOREGOING PROVISIONS OF THIS SECTION 6, IN NO EVENT WILL AN INDEMNIFYING PARTY BE LIABLE TO AN INDEMNIFIED PARTY UNDER CONTRACT, TORT, OR ANY OTHER LEGAL THEORY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR SPECIAL LOSSES OR DAMAGES OF ANY KIND.**

7. Miscellaneous.

(a) **Amendment.** The parties acknowledge that the foregoing provisions are designed to comply with the mandates of the HIPAA Rules and HITECH Standards. ESI shall provide written notice to Plan to the extent that any final regulation or amendment to final regulations promulgated by the Secretary under HITECH requires changes to this Business Associate Agreement. Such written notice shall include any additional amendment required by any such final regulation and the Business Associate Agreement shall be automatically amended to incorporate the changes set forth in such amendment provided by ESI to Plan, unless Plan objects to such amendment in writing within fifteen (15) days of receipt of such written notice. In the event that Plan objects timely to such amendment, the parties shall work in good faith to reach agreement on an amendment to the Business Associate Agreement that complies with the final regulations. If the parties are unable to reach agreement regarding an amendment to the Business Associate Agreement within thirty (30) days of the date that ESI receives any written objection from the Plan, either ESI or Sponsor may terminate this Business Associate Agreement upon ninety (90) days written notice to the other party. Any other amendment to this Business Associate Agreement unrelated to compliance with applicable law and regulations shall be effective only upon execution of a written agreement between the parties.

(b) **Effect on PBM Agreement.** Except as relates to the use, security and disclosure of PHI and electronic transactions, this Business Associate Agreement is not intended to change the terms and conditions of, or the rights and obligations of the parties under, the PBM Agreement.

(c) **No Third-Party Beneficiaries.** Nothing express or implied in the PBM Agreement or in this Business Associate Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the parties, any rights, remedies, obligations or liabilities whatsoever.

(d) **Interpretation.** Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the Plan to comply with the HIPAA Rules and the HITECH Standards.

(e) **Effective Date.** This Business Associate Agreement shall be effective as of the applicable Compliance Dates or the effective date of the PBM Agreement, whichever is later.

EXHIBIT D

FINANCIAL DISCLOSURE TO ESI PBM CLIENTS

This disclosure provides an overview of the principal revenue sources of Express Scripts, Inc. ("ESI"). In addition to administrative and dispensing fees paid to ESI by our clients for pharmaceutical benefit management ("PBM") services, ESI derives revenue from other sources, including arrangements with pharmaceutical manufacturers, wholesale distributors, and retail pharmacies. Some of this revenue relates to utilization of prescription drugs by members of the clients receiving PBM services. ESI may pass through certain manufacturer payments to its clients or may retain those payments for itself, depending on the contract terms between ESI and the client.

Network Pharmacies – ESI contracts for its own account with retail pharmacies to dispense prescription drugs to client members. Rates paid by ESI to these pharmacies may differ among networks (e.g., Medicare, Worker's Comp, open and limited), and among pharmacies within a network, and by client arrangements. PBM agreements generally provide that a client pay ESI an ingredient cost, plus dispensing fee, for drug claims at a uniform rate. If the rate paid by a client exceeds the rate contracted with a particular pharmacy, ESI will realize a positive margin on the applicable claim. The reverse also may be true, resulting in negative margin for ESI. ESI also enters into pass-through arrangements where the client pays ESI the actual ingredient cost and dispensing fee paid by ESI to the pharmacy. In addition, when ESI receives payment from a client before payment to a pharmacy, ESI retains the benefit of the use of the funds between these payments. ESI may charge pharmacies standard transaction fees to access ESI's pharmacy claims systems and for other related administrative purposes.

Brand/Generic Classifications – Prescription drugs may be classified as either a "brand" or "generic;" however, the reference to a drug by its chemical name does not necessarily mean that the product is recognized as a generic for adjudication, pricing or copay purposes. ESI distinguishes brands and generics through a proprietary algorithm ("BGA") that uses certain published elements provided by First DataBank (FDB) including price indicators, Generic Indicator, Generic Manufacturer Indicator, Generic Name Drug Indicator, Innovator, Drug Class and ANDA. The BGA uses these data elements in a hierarchical process to categorize the products as brand or generic. The BGA also has processes to resolve discrepancies and prevent "flipping" between brand and generic status due to price fluctuations and marketplace availability changes. The elements listed above and sources are subject to change based on the availability of the specific fields. Updated summaries of the BGA are available upon request.

Maximum Allowable Cost/Maximum Reimbursement Amount ("MAC") – As part of the administration of the PBM services, ESI maintains a MAC List of drug products identified as requiring pricing management due to the number of manufacturers, utilization and/or pricing volatility. The criteria for inclusion on the MAC List are based on whether the drug has readily available generic product(s), is generally equivalent to a brand drug, is cleared of any negative clinical implications, and has a cost basis that will allow for pricing below brand rates. ESI also maintains correlative MAC price lists based on current price reference data provided by FDB or other nationally recognized pricing source, market pricing and availability information from generic manufacturers and on-line research of national wholesale drug company files, and client arrangements. Similar to the BGA, the elements listed above and sources are subject to change based on the availability of the specific fields. Updated summaries of the MAC methodology are available upon request.

Manufacturer Formulary Rebates, Associated Administrative Fees, and PBM Service Fees – ESI contracts for its own account with manufacturers to obtain formulary rebates attributable to the utilization of certain brand drugs and supplies (and possibly certain authorized generics marketed under a brand manufacturer's new drug application). Formulary rebate amounts vary based on the volume of utilization as well as a client's benefit design and formulary position applicable to the drug or supplies, and in certain instances also may vary based on the product's market-share. ESI often pays an amount equal to all or a portion of the formulary rebates it receives to a client based on the client's PBM agreement terms. ESI retains the financial benefit of the use of any funds held until payment of formulary rebate amounts is made to the client. In addition, ESI provides administrative services to formulary rebate contracted manufacturers, which include, for example, maintenance and operation of the systems and other infrastructure necessary for managing and administering the PBM formulary rebate process and access to drug utilization data, as allowed by law, for purposes of verifying and evaluating the rebate payments and for other purposes related to the manufacturer's products. ESI receives administrative fees from the participating manufacturers for these services. These administrative fees are calculated based on the price of the rebated drug or supplies along with the volume of utilization and do not exceed the greater of (i) 4.58% of the average wholesale price, or (ii) 5.5% of the wholesale acquisition cost of the products. In its capacity as a PBM company, ESI also may receive service fees from manufacturers as compensation for the performance of various services, including, for example, formulary compliance initiatives, clinical services, therapy management services, education services, medical benefit management services, and the sale of non-patient identifiable claim information. These service fees are not part of the formulary rebates or associated administrative fees.

ESI Subsidiary Pharmacies – ESI has several licensed pharmacy subsidiaries, including our specialty pharmacies. These entities may maintain product purchase discount arrangements and/or fee-for-service arrangements with pharmaceutical manufacturers and wholesale distributors. These subsidiary pharmacies contract for these arrangements on their own account in support of their various pharmacy operations. Many of these subsidiary arrangements relate to services provided outside of PBM arrangements, and may be entered into irrespective of whether the particular drug is on one of ESI's national formularies. Discounts and fee-for-service payments received by ESI's subsidiary pharmacies are not part of the PBM formulary rebates or associated administrative fees paid to ESI in connection with ESI's PBM formulary rebate

programs. From time to time, ESI also may pursue and maintain for its own account other supply chain sourcing relationships not described below as beneficial to maximize ESI's drug purchasing capabilities and efficiencies, and ESI may realize an overall positive margin with regard to these initiatives.

The following provides additional information regarding examples of ESI subsidiary pharmacy discount arrangements and fee-for-service arrangements with pharmaceutical manufacturers, wholesale distributors, and third party data aggregators:

ESI Subsidiary Pharmacy Discount Arrangements – ESI subsidiary pharmacies purchase prescription drug inventories, either from manufacturers or wholesalers, for dispensing to patients. Often, purchase discounts off the acquisition cost of these products are made available by manufacturers and wholesalers in the form of either up-front discounts or retrospective discounts. These purchase discounts, obtained through separate purchase contracts, are not formulary rebates paid in connection with our PBM rebate programs. Drug purchase discounts are based on a pharmacy's inventory needs and, at times, the performance of related patient care services and other performance requirements. When a subsidiary pharmacy dispenses a product from its inventory, the purchase price paid for the dispensed product, including applicable dispensing fees, may be greater or less than that pharmacy's acquisition cost for the product net of purchase discounts. In general, our pharmacies realize an overall positive margin between the net acquisition cost and the amounts paid for the dispensed drugs.

ESI Subsidiary Pharmacy Fee-For-Service Arrangements – ESI's subsidiary pharmacies also may receive fee-for-service payments from manufacturers or wholesalers in conjunction with various programs or services, including, for example, patient assistance programs for indigent patients, dispensing prescription medications to patients enrolled in clinical trials, various therapy adherence and fertility programs, administering FDA compliance requirements related to the drug, product reimbursement support services, and various other pharmacy programs or services. As a condition to having access to certain products, and sometimes related to certain therapy adherence criteria or FDA requirements, a pharmaceutical manufacturer may require a pharmacy to report selected information to the manufacturer regarding the pharmacy's service levels and other dispensing-related data with respect to patients who receive that manufacturer's product. A portion of the discounts or other fee-for-service payments made available to our pharmacies may represent compensation for such reporting. In addition, ESI may sell non-patient identifiable claim information it maintains as a PBM or through one of its subsidiaries to data aggregators or manufacturers on a fee-for-service basis. All reporting activities are conducted in compliance with applicable patient and pharmacy privacy laws

Other Manufacturer Arrangements – ESI also maintains other lines of business that may involve discount and service fee relationships with pharmaceutical manufacturers and wholesale distributors. Examples of these businesses include a wholesale distribution business, a group purchasing organization, a drug sample fulfillment company (Phoenix Marketing Group), and a medical benefit management company. Compensation derived through these business arrangements is not part of the PBM formulary rebates or associated administrative fees paid to ESI in connection with ESI's PBM formulary rebate programs. Services related to these arrangements are provided to manufacturers irrespective of whether a drug is on one of ESI's national formularies.

THIS EXHIBIT REPRESENTS ESI'S FINANCIAL POLICIES. ESI MAY PERIODICALLY UPDATE THIS EXHIBIT AND THE FINANCIAL DISCLOSURES CONTAINED HEREIN TO REFLECT CHANGES IN ITS BUSINESS PROCESSES; THE CURRENT FINANCIAL DISCLOSURE IS AVAILABLE UPON REQUEST AND ACCESSIBLE ON EXPRESS-SCRIPTS.COM FOR CLIENTS & ADVISORS.

EXHIBIT E

PERFORMANCE STANDARDS

In the event that any failure by ESI to meet any performance standard is due to a “force majeure” as defined in the Agreement, failure of Sponsor to perform its obligations under the Agreement, or actions or inactions of Sponsor that adversely impact ESI’s ability to maintain the subject standard (e.g., faulty eligibility, changes in benefit design not adequately communicated to Members and benefit designs that substantially change the Members’ rights under the Plan), ESI will be excused from compliance with such performance standards until such circumstances have been resolved and any existing backlogs or other related effects have been eliminated.

Within forty-five (45) business days after the end of each quarter, ESI shall quarterly report to Sponsor ESI’s performance under each performance standard. Notwithstanding the foregoing, for purposes of determining whether ESI has met or failed to meet each performance standard, performance standards will be measured and reconciled on an annual basis and amounts due resulting from an ESI failure to meet any performance standard(s), if any, shall be calculated and paid to Sponsor within ninety (90) days following the end of each annual reconciliation period.

No performance penalties, if any, will be paid until this Agreement is executed by Sponsor. In no event will the sum of the payments to Sponsor, as a result of ESI’s failure to meet the performance standards exceed \$91,000 for the Implementation performance standard and \$31,850 per year for the annual performance standards.

The following performance standards are based on 4,550 Members as of the Effective Date and throughout the Term. Any material change below such number may result in a renegotiation of the standards and penalties set forth below.

Performance standards for Mail Service Pharmacy from ESI’s Pharmacy assume a minimum of 1,000 Mail Service Pharmacy prescriptions submitted annually.

Implementation

<p>Implementation and Start-up</p>	<p>ESI will guarantee the implementation of Sponsor to be completed in accordance within the mutually agreed upon timelines stated below. Each of ESI's guarantees is dependent upon receiving specific information from Sponsor.</p> <p>ESI's Assumptions:</p> <ul style="list-style-type: none"> • All Implementations are a 90-day implementation project. • Loading of eligibility and production of ID cards are dependent upon receiving group structure and benefit plan design sign off from Sponsor. • A delay in receipt of data or information from Sponsor may require rescheduling of all subsequent deliverable dates. <p>Benefit Plan Design The initial benefit plan design will be entered in ESI's system by 00/00/00.** This guarantee is dependent on receiving final sign-off from Sponsor on the Benefit Plan Design Summary Document by 00/00/00.**</p> <p>Group Structure and Eligibility Load The group structure and participant eligibility will be loaded by 00/00/00.** This guarantee is dependent upon receiving a test file by 00/00/00** with all corrections, if necessary, completed and re-tested by 00/00/00** with the final eligibility file to be received from Sponsor by 00/00/00.**</p> <p>ID Cards All participant ID cards will be mailed to Sponsor or participants on 00/00/00.** This guarantee is dependent on receiving the final eligibility from Sponsor by 00/00/00, and Sponsor's sign-off on sample materials, if requested, by 00/00/00. **</p> <p>Toll-Free Telephone Number A single integrated and dedicated toll-free telephone number for both retail and Home Delivery from the Express Scripts Pharmacy (Home Delivery) assistance will be established and maintained effective 00/00/00. **</p> <p>Communications ESI's Implementation Project Manager (IPM) will provide regular updates to Sponsor tracking the status of the implementation.</p> <p>A completed Sponsor implementation sign-off manual will be provided to Sponsor five business days prior to the effective date.</p> <p>ESI's IPM will conduct a post-implementation review meeting with Sponsor within 30 days after the effective date.</p> <p>**The dates must be entered in by ESI's IPM. This will be coordinated with Sponsor.</p>	<p>The following dollars will be paid to Sponsor if ESI does not complete the deliverables by the dates noted in the performance guarantee, assuming that Sponsor has provided the information necessary to complete these deliverables:</p> <p><i>Benefit Plan Design — \$18,200</i></p> <p><i>Group Structure and Eligibility Load — \$18,200</i></p> <p><i>ID Cards — \$18,200</i></p> <p><i>Toll-Free Telephone Number — \$18,200</i></p> <p><i>Communications — \$18,200</i></p> <p>The implementation performance guarantees are one time only guarantees to be based on Sponsor effective date. The maximum implementation penalty will be \$91,000.</p>
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Contact Center

Average Speed of Answer	<p>ESI guarantees that calls will be answered in an average of 30 seconds or less.</p> <p>This guarantee is predicated on the installation of a toll-free telephone number unique to Sponsor.</p>	<p>ESI will pay Sponsor \$1,600 for each full second above the standard 30 seconds on an annual basis. The maximum annual penalty will be \$3,200. The calculation will be based on the average speed of answer.</p>
Blockage Rate (Busy Signal)	<p>ESI will guarantee a blockage rate of 2% or less. Blockage is defined as a caller receiving a busy signal.</p> <p>This guarantee is predicated on the installation of a toll-free number unique to Sponsor.</p>	<p>ESI will pay Sponsor \$1,600 for each full percentage point above the standard 2%, on an annual basis. The maximum annual penalty will be \$3,200. The calculation will be based on the blockage percentage.</p>
Percent of Calls Abandoned	<p>The abandonment rate on Sponsor's dedicated toll-free line will be 2% or less (excluding calls terminated by the member in less than 30 seconds).</p>	<p>ESI will pay Sponsor \$1,600 for each full percentage point above the standard 2% on an annual basis. The maximum annual penalty will be \$3,200. The calculation will be based on the average percentage of calls abandoned.</p>

Home Delivery Pharmacy

Dispensing Accuracy	<p>Whereas ESI strives for 100% accuracy, ESI guarantees 99.99% dispensing accuracy. Guarantee measured at book of business level.</p>	<p>ESI will pay Sponsor \$1,600 for each full percentage point below the standard of 99.99%, on an annual basis. The maximum annual penalty will be \$3,200. The calculation will be based on the average prescription accuracy.</p>
Turnaround Time for Routine (Clean) Prescriptions	<p>ESI guarantees that 90% of prescriptions not subject to intervention will be dispensed within two (2) business days.</p>	<p>ESI will pay Sponsor \$1,600 for each full percentage point below the 90% standard on an annual basis. The maximum annual penalty will be \$3,200.</p>
Turnaround Time for Prescriptions Subject to Intervention	<p>ESI guarantees that 90% of prescriptions subject to intervention will be dispensed within five (5) business days.</p>	<p>ESI will pay Sponsor \$1,600 for each full percentage point below the 90% standard on an annual basis. The maximum annual penalty will be \$3,200.</p>

Data Systems

Data Systems Availability and Adjudication	<p>ESI guarantees an annual average 99% system availability of the point-of-sale adjudication system on a book-of-business basis.</p> <p>This guarantee excludes systems downtime attributed to regularly scheduled systems maintenance or systems downtime attributed to telecommunications failure or other circumstances outside the control of ESI.</p>	<p>For each full percentage point which the yearly average of the online computer systems availability is below 99%, ESI will pay Sponsor \$1,600.</p> <p>The maximum annual penalty for availability and adjudication will be \$3,200.</p>
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Claims

Paper Claims Processing Time	ESI guarantees that member-submitted claims requiring no development will be reimbursed or responded to within an average of fourteen (14) days or less.	ESI will put \$3,200 as the total amount of penalty at risk.
Benefit Design Changes — Ongoing	<p>Less complex changes, such as the addition of new plan benefit (basic), or new benefit using an existing benefit, changes in benefit copays/days supply, or change in pharmacy network would be implemented within an average of five (5) business days.</p> <p>Moderately complex changes, such as benefit designs requiring research, adding copays for specific drugs, adding multiple groups involving lower level demographic changes, adding maintenance benefit/maintenance list, or drug changes would be implemented within an average of ten (10) business days.</p> <p>Very complex changes such as Prescription Drug Program revisions with major changes/research, administration of extensive, Sponsor-specific clinical programs (e.g. Step Therapy), or creation of complex custom programs would be implemented within agreed upon time frames, generally greater than ten (10) days.</p> <p>All of the above standards are based upon the receipt of complete information on a signed benefit add/change form from the Sponsor.</p>	ESI will put \$3,200 as a total amount of penalty at risk.

Client Services Administration

Satisfaction Survey	One random sample member survey will be completed annually on a book-of-business basis. ESI guarantees that 90% of survey participants' responses to a question measuring overall satisfaction with the prescription benefit program will indicate "satisfied" or "very satisfied." This standard will be measured and reported annually.	ESI will put \$3,200 as a total amount of penalty at risk.
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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):

16 th	day of	February	2012
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by and between

Disciplina Positiva

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:

Disciplina Positiva will provide a comprehensive six-session training program, designed to promote the development of positive communication between parents and their adolescent children, and to facilitate a connection between the family, the community, and the school. Workshops are taught in Spanish and English, by experienced bilingual facilitators. The program's content will be tailored to the specific needs of the school, and will include: criteria for effective home discipline, maximizing the potential of adolescents, and understanding adolescent behavior.

Site/School:	Western High School	Funds (Cost Center):	Title I (3811)
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2. List of Other Supportive Staff or Consultants:

No other support is required.

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

Date:	February 22, 2012
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and shall diligently perform as specified and complete performance by:

Date:	March 28, 2012
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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:

Consultants will be provided with the facilities to conduct the training, a list of parents who have indicated an interest in receiving the training, and child care as needed.

5. District shall pay Consultant the maximum amount of

\$4,000

for services rendered

to # of people:	150 parents	# hours per day:	2.5	# of days:	6 days
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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:

Parents will acquire and increased understanding of what is needed to teach young people to become responsible, respectful, and resourceful members of their communities. They will learn methods for teaching important social and life skills, to their children, in a manner that is deeply respectful and encouraging.

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

All Disciplina Positiva trainers are members of the internationally recognized Positive Discipline Association (PDA), and are certified positive discipline trainers. PDA parent education curriculum is based upon the work of twentieth century psychiatrist, Alfred Adler, who valued a sense of community and contributing to the well-being of the group. Disciplina Positiva comes highly recommended by the several local elementary schools, including Betsy Ross Elementary School and Sunkist Elementary School.

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

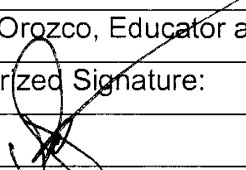
Technical support will not be required.

**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.
- 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:

CONSULTANT:		DISTRICT:	
Typed Name of consultant (same as page 1):			
Disciplina Positiva		Anaheim Union High School District	
Typed Name/Title of Authorized Signatory:		Typed Name of Assistant Superintendent:	
Tony Orozco, Educator and Facilitator		Dr. Paul Sevillano	
Authorized Signature:		Signature of Assistant Superintendent:	
			
Street Address:		Street Address:	
800 S. Harbor Blvd. Suite 240		501 Crescent Way, P.O. Box 3520	
City, State, Zip Code		City, State, Zip Code	
Anaheim, CA 92805		Anaheim, CA 92803-3520	
Date:		Date:	

Mark Appropriately:

Independent/Sole Proprietor:	Yes.
Corporation:	No.
Partnership:	No.
Other/Specify:	No.

Social Security Number* or Federal Identification Number*

	608237026
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*Or, initial below:

<input type="checkbox"/>	I have completed a new IRS Form W-9 that will be submitted directly to AUHSD Accounting.
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Telephone Number:

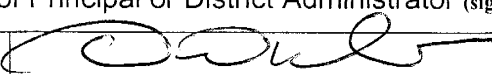
E-mail Address:

714-345-7029	info@disciplinapositiva.org
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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: January 24, 2012
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Anaheim Union High School District
Education Division

APPLICATION FOR CURRICULUM-RELATED STUDENT ORGANIZATION

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

Name of Organization:

School:

Dual Language Academy Club

Sycamore JHS

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

Irwin Malta and Leslie Reynoso

Staff Sponsor(s):

Heather Guerrero and Lupita Padilla

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

See constitution

Proposed meetings:

Day(s):	Wednesdays 7 th grade & Thursdays 8 th grade	Time(s):	Lunch time	Location:	Room 5 (7 th) Room 73 (8 th)
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Special equipment? No Yes – Describe:

Qualifications for membership, if any:

Students must be interested in becoming biliterate and want to pursue a seal in biliteracy

How are officers elected?

Term?

Voting of 8th graders in the fall

School Year

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 discuss how money is spent on special activities, supplies and trips

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

Staff adviser will arrange for guest speakers, organize trips and facilitate meetings.

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

Supplies in the DLA program, T-shirts and special activities for DLA students

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

Signature of student making application:

Irwin Malta Leslie Reynoso

Printed name of student making application:

Irwin Malta and Leslie Reynoso

Signature of faculty sponsor:

H. Padilla ALG

Printed name of faculty sponsor:

Heather Guerrero & Lupita Padilla

Faculty sponsor: I have reviewed this application and

the application is complete the Constitution/By-Laws are attached
 the application is not complete (explain):

Signature of School Principal:

Date:

Signature of Assistant Superintendent of Education:

Date:

Education Office Use Only:

Board of Trustees action: Approved Denied Date:

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

**APPLICATION FOR STUDENT-INITIATED,
NON-CURRICULUM RELATED ORGANIZATION**

School:	Savanna	Date of Application:	12/5/11
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

1. The meetings may not interfere with the orderly operation of the school.
2. The meetings must be open to all students without regard to gender, ethnicity, religion or national origin.
3. School employees may not promote, lead or participate in the meetings.
4. Non-school persons may not direct, conduct, control, or regularly attend the meetings of the student groups.
5. No school system funds may be spent on behalf of the student groups, except for the cost of providing space for the group meetings.

To apply for status as a student-initiated, non-curriculum group, complete the following:

Name of proposed group:

Savanna High Automotive Club

Purpose of the group:

Meet and discuss issues related to automotive

Frequency of group meetings:

Weekly

Proposed meeting day, time and location:

Day:	Weds.	Time:	Lunch	Location:	Auto Shop
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Applicant's Signature:	<i>Brandon Niitani</i>	Date:	12/6/11
Printed Name	Brandon Niitani		
Advisor's Signature:	<i>Michael Russell</i>	Date:	12/6/11
Printed Name	Michael Russell		
Principal's Signature:	<i>Matthew Griffin</i>	Date:	12/6/11
Printed Name	Matthew Griffin	<i>Manuel Colon</i>	

Send signed form to #15, Assistant Superintendent/Education, for approval.

Assistant Superintendent's Signature:		Date:	
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Following approval, the completed application will be returned to the school principal.

Anaheim Union High School District
 Education Division
**APPLICATION FOR STUDENT-INITIATED,
 NON-CURRICULUM RELATED ORGANIZATION**
 CLICK AND ENTER DATA

School:	Loara High School	Date of Application:	December 5, 2011
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

1. The meetings may not interfere with the orderly operation of the school.
2. The meetings must be open to all students without regard to gender, ethnicity, religion or national origin.
3. School employees may not promote, lead or participate in the meetings.
4. Non-school persons may not direct, conduct, control, or regularly attend the meetings of the student groups.
5. No school system funds may be spent on behalf of the student groups, except for the cost of providing space for the group meetings.

To apply for status as a student-initiated, non-curriculum group, complete the following:

Name of proposed group:

Computer Club

Purpose of the group (Please describe thoroughly):

To promote the use of school computers on campus so that they get utilized to their fullest potential. Group members help each other creatively use the hardware and software available on campus. Group members hold meetings, have discussions, and get together to stay informed of the latest in technology.
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Frequency of group meetings:

Weekly

Proposed meeting day, time and location:

Day:	Every Wednesday	Time:	Lunch time	Location:	Room 506 computer lab
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Applicant's Signature:	<i>Walker Keally</i>	Date:	12-5-11
Printed Name:	Walker Keally		

Advisor's Signature:	<i>Kevin Freeman</i>	Date:	12-5-11
Printed Name:	Kevin Freeman		

Principal's Signature:	<i>Harj Dinsbe</i>	Date:	12-5-11
Printed Name:	Harj Dinsbe I AM KREY		

Send signed form to #15, Assistant Superintendent/Education, for approval.

Assistant Superintendent's Signature:		Date:	
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Following approval, the completed application will be returned to the school principal.

ANAHEIM UNION HIGH
SCHOOL DISTRICT
(AUHSD)

INITIAL PROPOSAL TO

ANAHEIM SECONDARY TEACHERS
ASSOCIATION
(ASTA)

FOR THE 2012-2013 SCHOOL YEAR CONTRACT

February 16, 2012

Anaheim Union High School District
February 16, 2012

District's Initial Negotiation Position for Collective Bargaining Purposes
with the
Anaheim Secondary Teachers Association

The District will open negotiations with the Anaheim Secondary Teachers Association for the 2012-2013 contract year subsequent to a public hearing before the Board of Trustees. The District intends to open negotiations on the following contract articles:

Article 1 Agreement

1.1. Agreement - This Agreement is made and entered into the first teacher work day of the 2012-2013 school year, by and between the Board of Trustees of the Anaheim Union High School District, whose address is 501 Crescent Way, Anaheim, California 92803-3520, hereinafter referred to as the "District" or "Board", and the Anaheim Secondary Teachers Association, CTA/NEA, hereinafter referred to as the "Association", whose address is 50 S. Anaheim Blvd., Suite 300, Anaheim, California 92805.

Article 8 Leaves

8.8.4 Personal Necessity Days – Suspend two personal necessity days not charged against employee's accumulated sick leave for 2012-2013.

Article 10 Hours of Employment

10.1 Work Year – The District may present a proposal necessitated due to budget reductions and economic uncertainty that effects the work year and the Student/Teacher Calendar.

Article 12 Evaluation Procedures

Amend and update language and forms.

Article 14 Wages and Items Related to Wages

14.1 Salary – The District reserves the right to present a proposal for salary adjustments through furlough, rollback and/or temporary freeze on step/column advancement.

The District wishes to create contingency language to address the economic uncertainty and its impact on the budget.

14.2 Extra Service Pay - Review, consolidate, and/or reduce department chair positions (Appendix C)

14.8 Extra Teaching Periods – Clarify language to state additional compensation is for teaching an additional period in lieu of

conference/preparation period. Add language requiring unit member to be available for meetings and/or conferences before or after the regular school day.

Article 15 Health and Welfare

15.1 Contributions by the District – The District reserves the right to present a proposal for District and employee contributions towards the cost of health and welfare benefits and/or program design changes.

15.2 Insurance Committee – Amend language and timeline dates.

Article 17 Discipline

17.1.1 District Personnel File – Amend language regarding medical reports (17.1.1.2).

17.2.4 Extra-Service Pay Assignments – Add language that establishes a process for feedback, support and due process to address deficiencies in performance and removal from an extra-service pay position.

Article 20 Beginning Teachers Support and Assessment Program (BTSA)

Add language to establish fee for participating teachers.

Article 22 Duration

This Agreement shall remain in force and effect through the first teacher work day of the 2013 -14 school year.

Appendix A Student/Teacher Calendar

Discuss Student/Teacher Calendars for 2013-14 through 2015-16.

Appendix C Extra Service Pay Schedule

Review, consolidate, and/or reduce department chair positions (Article 14.2)

Appendix E Evaluation Procedures

Amend and update language and forms.

Appendix D Substitute Caller Procedure

Update Absence Reporting Procedures

Exhibit R

Not Available at Time of
Print

ANAHEIM UNION HIGH
SCHOOL DISTRICT
(AUHSD)

INITIAL PROPOSAL TO

ANAHEIM PERSONNEL AND GUIDANCE
ASSOCIATION
(APGA)

FOR THE 2012-2013 SCHOOL YEAR CONTRACT

February 16, 2012

Anaheim Union High School District
February 16, 2012

District's Initial Negotiation Position for Collective Bargaining Purposes
with the
Anaheim Personnel and Guidance Association

The District will open negotiations with the Anaheim Personnel and Guidance Association for the 2012-2013 contract year subsequent to a public hearing before the Board of Trustees. The District intends to open negotiations on the following contract articles:

Article 1 Agreement

This Agreement is made and entered into this 1st day of September 2012 by and between the Board of Trustees of the Anaheim Union High School District, whose address is 501 Crescent Way, Anaheim, California 92803-3520, hereinafter referred to as the "District" or "Board", and the Anaheim Personnel and Guidance Association, hereinafter referred to as the "Association", whose address is 501 Crescent Way, Anaheim, California 92803.

Article 8 Leaves

8.11.4 Personal Necessity Days – Suspend two personal necessity days not charged against employee's accumulated sick leave for 2012-2013.

Article 10 Working Hours

10.2 Assigned Days of Work – The District may present a proposal necessitated due to budget reductions and economic uncertainty that affects the work year and the Student/Teacher Calendar.

Article 14 Wages and Items Related to Wages

14.1 Salary – Counselors – The District reserves the right to present a proposal for salary adjustments through furlough, rollback and/or temporary freeze on step/column advancement.

The District wishes to create contingency language to address the economic uncertainty and its impact on the budget.

14.2 Salary – Extra Service Pay – Review, reduce and/or eliminate EL Stipend (Appendix C, Appendix E).

Article 15 Health and Welfare

15.1 Contributions by the District – The District reserves the right to present a proposal for District and employee contributions towards the cost of health and welfare benefits and/or program design changes.

15.2 Insurance Committee – Amend language and timeline dates.

Article 17 Discipline

17.1 District Personnel File – Amend language regarding medical reports. (17.1.2)

17.5 Extra-Service Pay – Add language that establishes a process for feedback, support and due process to address deficiencies in performance and removal from an extra-service pay position. (Appendix C)

Article 20 Duration

This Agreement shall remain in force and effect through August 31, 2013 and shall continue in effect until such time as a new or modified agreement is ratified by both parties.

Appendix D Substitute Caller Procedure

Update Absence Reporting Procedures

Appendix C/E MOU – EL Stipend

Eliminate EL stipend due to lack of funding.

**ANAHEIM PERSONNEL AND
GUIDANCE ASSOCIATION
(APGA)**

INITIAL CONTRACT PROPOSAL TO THE

**ANAHEIM UNION HIGH SCHOOL
DISTRICT
BOARD OF EDUCATION
(AUHSD)**

**FOR THE 2012-2013 SCHOOL YEAR
CONTRACT**

February 6, 2012

Anaheim Personnel and Guidance Association (APGA)
Initial Contract Proposal for 2012-13

The Anaheim Personnel and Guidance Association (APGA) wishes to continue with the 2011-12 contract as it currently reads with the exception of the items noted below:

Articles

Article 1: Agreement

The Association wishes to change the date of the agreement to read the accurate date the agreement is reached for the 2012-2013 school year.

Article 14: Wages and Items Related to Wages

14.1 Salary - Counselors

The Association reserves the right to present a proposal for a salary schedule increase when additional budget information is available from the State.

Article 20: Duration

This agreement shall remain in full force and effect until ~~August 31, 2012~~ August 31, 2013 and shall continue in effect day to day until such time as a new or modified Agreement is ratified by both parties.

Requested Changes to Appendixes

APPENDIX C

The Association wishes to change the date of Appendix C to reflect the accurate date for the 2012-2013 school year.

APPENDIX E

The Association wishes to develop a more fair distribution formula for the EL Coordinator stipend. In addition, the Association wishes to discuss the title, duties and responsibilities of the position currently designated as "EL Coordinator."

MOU, APPENDIX F, Staff Development Work Schedule

The Association asks for the continuance of the MOU on Staff Development Work Schedule until August 31, 2013.

MOU, APPENDIX G-1, G-2, Job Sharing

The Association asks for the continuance of the MOU on Job Sharing until August 31, 2013.

MOU, APPENDIX H, Layoff and Tie Breaking Criteria

The Association proposes the following change in language.

MEMORANDUM OF UNDERSTANDING

Layoff and Tie Breaking Criteria

The Anaheim Personnel and Guidance Association (Association) and the Anaheim Union High School District (District) agree as follows:

In the event that there is a tie between two or more counselors with the same seniority date as a counselor, the following criteria will be used in priority order indicated below to determine who will be laid off:

1. Seniority as counselor in District
2. Current service as a Lead Counselor
3. Length of previous paid full-time counseling experience with clear PPS credential prior to AUHSD employment.
4. Length of additional paid full-time prior service to the District in a certificated position.
5. Length of additional paid full-time prior service in a certificated position outside of the district.
6. Length of additional paid full-time prior service to the District in a non-certificated position.
7. Length of additional paid full-time prior service in a non-certificated position in education or a counseling setting outside of the district.
8. If the criterion above does not break a tie a 5-member panel will be chosen, by the APGA Board, to determine which counselor will provide the best service to the district in the best interest of the students and which counselor will be laid off.

While this MOU is in effect, its contents replace existing contract language Article 5.2, 5.5, and Article 9.4.1. All other contract language in Article 5 and Article 9 still applies.

This agreement sunsets on August 31, ~~2012~~ 2013.

Dated: _____

For the District:

For APGA:

 Russell Lee-Sung
 Assistant Superintendent
 Human Resources

 Eric Stapley
 Lead Negotiator

APPENDIX H

MOU, APPENDIX I, Reassignment/Surplusing Process and Tie-Breaking Criteria

The Association proposes the following change in language.

MEMORANDUM OF UNDERSTANDING Reassignment/Surplusing Process and Tie-Breaking Criteria

The Anaheim Personnel and Guidance Association (Association) and the Anaheim Union High School District (District) agree as follows:

The following process and tie-breaking criteria will be applied in the event a counselor needs to be reassigned to another location due to a surplus situation.

If a reassignment of one (1) or more counselors is necessary at a site, the following process will occur:

1. Unit members at the affected site(s) shall be provided a list of vacancies by the District and given the opportunity to volunteer for reassignment.
2. If there are no volunteers, tie-breaking criteria will be used to determine who will be reassigned.
3. Should two or more counselors volunteer to be reassigned; the tie-breaking criteria listed below will apply to determine who has the first opportunity to be reassigned.
4. Unit members will be provided an opportunity to list their top three site preferences. This applies to volunteers and non-volunteers. A specific site cannot be guaranteed.
5. Once a counselor decides to voluntarily be reassigned, the counselor cannot change this decision.

In the event that there is a tie to determine who will be surplus at a site and moved to another location, the following criteria in priority order will be used:

1. Current service as a Lead Counselor
2. Seniority as counselor at the site
3. Length of previous paid full-time counseling experience with clear PPS credential prior to AUHSD employment.
4. Length of additional paid full-time prior service to the District in a certificated position.
5. Length of additional paid full-time prior service in a certificated position outside of the district.
4. Length of additional paid full-time prior service to the District in a non-certificated position.
5. Length of additional paid full-time prior service in a non-certificated position in education or a counseling setting outside of the district.
6. If the criterion above does not break a tie a 5-member panel will be chosen, by the APGA Board, to determine which counselor will provide the best service to the district in the best interest of the students and which counselor will be laid off.

The Association President will be notified of all site openings prior to the District notification of reassignment.

While this MOU is in effect, its contents replace existing contract language Article 5.2, 5.5, and Article 9.4.1. All other contract language in Article 5 and Article 9 still applies.

This agreement sunsets on August 31, ~~2012~~ 2013.

Dated: _____

For the District:

For APGA:

Russell Lee-Sung
Assistant Superintendent
Human Resources

Eric Stapley
Lead Negotiator

APPENDIX I

Discussion

MOU, APPENDIX J, Health and Welfare Program Change
Review language.

MOU, APPENDIX K, Health and Welfare
Review language.

ANAHEIM UNION HIGH
SCHOOL DISTRICT
(AUHSD)

PROPOSAL TO

CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION
(CSEA)

FOR THE PERIOD JULY 1, 2012 TO JUNE 30, 2013

February 16, 2012

Anaheim Union High School District
February 16, 2012

District's Initial Negotiation Position for Collective Bargaining Purposes
with the
California School Employees Association

The District will open negotiations with the California Schools Employee Association for the 2012–2013 contract year subsequent to a public hearing before the Board of Trustees. The District intends to open negotiations on Salary and Benefits plus one article. The specific contract articles listed below:

Article 2 Health and Welfare

The District reserves the right to present a proposal for district and employee contributions towards the cost of health and welfare benefits and/or program design changes.

Add language specifying the role of the Insurance Committee, participation and timelines.

Article 5 Working Hours

The District wishes to discuss this article related to work year and workday. In addition, the District wishes to discuss additional hours and/or assignments that are covered and not covered in the MOU – Bus Supervision/Assignments (Appendix E).

Article 11 Wages and Items Related to Wages

11.1 Salary – The District reserves the right to present a proposal for salary adjustments through furlough, rollback and/or temporary freeze on step advancement.

The District wishes to create contingency language to address the economic uncertainty and its impact on the budget.



California School Employees Association Chapter # 74
Anaheim Union High School District
February 6, 2012

To: Governing Board of the Anaheim Union High School District
From: California School Employees Association (CSEA), Chapter 74
Subject: Proposal; Contract Re-openers 2012/2013

The California School Employees Association and its Chapter # 74 respectfully request to begin the negotiation process in accordance with its current contract on the subject of re-openers for the 2012/2013 school year.

Maintain current contract language
with the exception of proper date changes

CSEA looks forward to meeting with the District and beginning the negotiation process as soon as possible.

Thank you,

A handwritten signature in cursive script that reads 'Sharon Yager'.

Sharon Yager, President
CSEA, Chapter 74

ANAHEIM UNION HIGH
SCHOOL DISTRICT
(AUHSD)

INITIAL CONTRACT PROPOSAL TO

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO, LOCAL 3112 (COUNCIL 36)
(AFSCME)

FOR THE PERIOD JULY 1, 2012 TO JUNE 30, 2013

Board of Trustees Meeting
February 16, 2012

Anaheim Union High School District
February 16, 2012

District's Initial Negotiation Position for Collective Bargaining Purposes
with the
American Federation of State, County and Municipal Employees
AFL-CIO, Local 3112 (Council 36)

The District and AFSCME are currently negotiating a contract for the period of July 1, 2011 to June 30, 2014. However an MOU agreement has been reached on salary, benefits and contingency language for the 2011-12 work year.

The District will now open negotiations with the American Federation of State, County and Municipal Employees, AFL-CIO, Local 3112 (Council 36) for the 2012-13 contract year subsequent to a public hearing before the Board of Trustees on salary for 2012-13 and health and welfare benefits. The District intends to open negotiations on the following contract articles:

Article 2 Health and Welfare

The District reserves the right to present a proposal for district and employee contributions towards the cost of health and welfare benefits and/or program design changes.

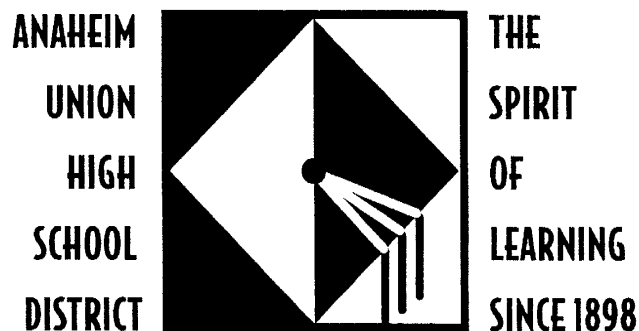
2.7 Insurance Committee – Add language specifying the role of the Insurance Committee, participation and timelines.

Article 11 Wages

11.1 Salary – The District reserves the right to present a proposal for salary adjustments through furlough, rollback and/or temporary freeze on step advancement.

The District wishes to create contingency language to address the economic uncertainty and its impact on the budget.

Three-Year Expulsion Plan
Between The
Anaheim Union High School District
And The
Orange County Department of Education
For The
Implementation of Education Code 48916.1
[Providing Educational Services to Expelled Students]
2012 – 2015



Plan for Providing Educational Services to All Expelled Students in Orange County

Executive Brief

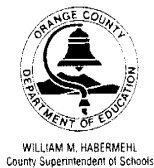
On June 20, 1997, the Orange County Board of Education approved the Countywide Expulsion Plan providing educational services for all expelled students in Orange County. This plan was developed in conjunction with the twenty-eight school districts in Orange County. Each district's governing board adopted the expulsion plan for their respective districts. The plan was developed to fulfill the requirements of Education Code Section 48926. Education Code 48916.1, also requires an update to the plan, be sent to the Superintendent of Public Instruction, including the outcome data pursuant to Section 48916.1 every three years thereafter. Beginning September 2011, our review process included a series of District focus groups to review current plans and address gaps in services. The 2012 triennial review will be submitted to the Orange County Board of Education for approval at its April 2012 meeting and then sent to the California Department of Education. Once approved, the final plan will be posted on the Orange County Department of Education website in July 2012.

The Countywide Expulsion Plan for expelled students encompasses the following:

- **Enumerates existing educational alternatives for expelled pupils.**
- **General provisions outlining previously identified gaps that have been addressed and eliminated.**
- **Identified progress made of the previously existing gap to provide services for elementary students.**
- **Addresses areas for improvement of newly identified gaps.**

The plan **also identifies alternative placements for pupils** who are expelled and placed in district community day school programs, but who **fail to meet the terms and conditions of their rehabilitation plan or who pose a danger to other district pupils**, as determined by the governing board.

In addition, Education Code 48916.1 requires that "at the time an expulsion of a pupil is ordered, the governing board of the school district shall ensure that an educational program is provided to the pupil who is subject to the expulsion order for the period of the expulsion." School districts within Orange County and the Orange County Department of Education provide numerous opportunities for students who are in need of traditional and/or alternative education options. **Collaboration between the 28 school districts and the Orange County Department of Education has significantly remediated the gaps identified in the 2009-2012 Expulsion Plan.** Thus, a continuum of alternatives is provided within the local school districts and the Orange County Department of Education. This amended 2012 Educational Service Plan furnishes the framework for providing educational programs and services to *all expelled students in Orange County.*



**INDICATORS OF A STRONG COUNTYWIDE
NETWORK AND COLLABORATION
2011-12**

COMMUNICATION

- | | |
|--|---|
| <ul style="list-style-type: none"> • CWA meetings • SARB meetings • E-mail – bulletin updates • County counsel updates and advisories • Interagency communication • Personal networks • Strong working relationships • Juvenile Court meetings | <ul style="list-style-type: none"> • District Attorney communication • Truancy Response Program Team – Courts, Probation, Social Services Agency, District Attorney meetings & case review • Superintendent communication with districts • ACCESS communication links with district • CASCWA Professional Organization newsletter & conference |
|--|---|

COUNTYWIDE PROJECTS / PARTNERSHIPS

- | | |
|---|---|
| <ul style="list-style-type: none"> • Gang prevention training • Truancy Response Program • Foster Youth Program • School Nurses Network • OCCN – Counseling network • McKinney – Vento Program • City partnerships • Truancy Advisory Board • SARB – district/OCDE | <ul style="list-style-type: none"> • CAL Works meeting • TUPE / SAFE Schools grants • Probation department • Law enforcement, PD, SRO • Prevention & Early Intervention meetings • Positive Behavior Intervention Support • Boys & Girls Club • Assistance League • Family Resource Center |
|---|---|

COUNTYWIDE MEETINGS / NETWORK

- | | |
|---|---|
| <ul style="list-style-type: none"> • Prop 10 commission • DA / Parent meetings • Safe campus meeting • County facilitated CWA, participating agencies, ACCESS principals, and SARB meetings | <ul style="list-style-type: none"> • Gang / violence prevention • Violence Prevention Coalition • Children’s System of Care Coordinator Committe |
|---|---|

SERVICES / RESOURCES

- | | |
|--|--|
| <ul style="list-style-type: none"> • Juvenile Justice Commission • ACCESS
Mental Health • Smart Team • Juvenile Justice Coordinating Council • County counsel | <ul style="list-style-type: none"> Nurses Grants – Safe Schools Orange County Department of Education - Student Services Coordinator Law Enforcement County Agencies Community based organizations |
|--|--|

PLAN FOR PROVIDING EDUCATIONAL SERVICES TO ALL EXPELLED STUDENTS IN ORANGE COUNTY 2012 - 2015

General Provisions

As required by Education Code 48926, the Orange County Superintendent of Schools has developed an expulsion plan in conjunction with the Superintendents of the school districts in Orange County. The plan provides for educational services to all expelled students in the county for school years 2012-13, 2013-14 and 2014-15. The current plan has been adopted by the governing board of each school district and the Orange County Board of Education. A student whose behavior has resulted in an expulsion is provided a rehabilitation plan which ensures placement in an educational program. All educational alternatives provided by Orange County school districts are not available to all expelled students. The type of offense, location of offense, grade level and nature of the student's individualized needs; all have the potential to affect the educational alternatives available to the student during the period of expulsion. Students expelled for any of the offenses listed in subdivision (a) or (c) of Section 48915 of the California Education Code shall not be permitted to enroll in any district-operated program during the period of expulsion unless it is a community day school (E.C. 48915.2).

All expelled students shall be referred to an educational placement that is 1) appropriately prepared to accommodate students who exhibit discipline problems; 2) not situated at a comprehensive middle, junior, or senior high school, or at any elementary school, and 3) not housed at the school site attended by the student at the time of the offense (E.C. 48915). In addition to the requirements stated above, such factors as district size, district level alternatives, county level alternatives, and district philosophy can influence the decisions by a district board of education regarding what educational alternatives are appropriate for the students who are expelled.

Educational Alternatives for Expelled Students

The governing board of each school district will determine which educational alternatives are appropriate and available pursuant to Education Code section 48916.1. Educational alternatives throughout Orange County for students recommended for expulsion include, but are not limited to the following options:

1. Expulsion, suspended order, with placement on the same school campus [E.C. 48917 (a)].
2. Expulsion, suspended order, with placement on a different school campus within the district [E.C.48917 (a)].
3. Expulsion with referral to a district community day school program, if available [E.C. 48660].
4. Expulsion with subsequent transfer to another district.
5. Expulsion with referral to the Orange County Department of Education, Alternative, Community and Correctional Education Schools and Services (ACCESS) [E.C. 1981].

A specific referral to a district community day school or county community school is made by the school district with recommendations from the district discipline review board, School Attendance Review Board (SARB), or by another established district referral process as required by statute.

The school district of residence maintains the responsibility for developing a rehabilitation plan for expelled students and referring students to an appropriate educational setting. Expelled students who complete their rehabilitation plan obligations are reviewed by the district for possible return to district of residence programs. Expelled students who fail to meet the terms and conditions of the district rehabilitation plan may be referred to an appropriate educational setting within another district alternative program, district community day school program, or the Orange County Department of Education.

Charter School Requirements and Expulsion

Charter schools develop their own policies and procedures regarding student expulsion and student dismissal. They are not required to follow Education Code section 48900 et seq. as the basis of their discipline or expulsion policy. Charter schools have the option to adopt their chartering district's policy and procedures in regard to expulsion and may include the option of an appeal to the County Board of Education.

A student who is expelled from a charter school returns to the jurisdiction of the school district of residence. As set forth in Education Code section 47605 (d)(3), if a pupil subject to compulsory full-time education pursuant to Education Code section 48200 is expelled or leaves a charter school without graduating or completing the school year for any reason, the charter school shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card, and health information.

Expelled Students Who Commit Subsequent Violation(s)

The placement of expelled students who commit subsequent expellable violations will be placed in one of the following options:

- If the student commits a subsequent violation of Education Code 48900, the student may be referred to another district alternative program or to the Orange County Department of Education.
- If the expelled student commits another violation of the Education Code while enrolled in the Orange County Department of Education, the student will be placed at another community school site within the Administrative Unit (AU) or transferred to another AU operated by the Orange County Department of Education, in accordance with Orange County Department of Education Policy and Procedures.

Expelled Students Who Fail District Community Day School

An expelled student who fails his/her placement in a district community day school program may be placed in one of the following options:

- Other existing district educational alternatives.
- Orange County Department of Education, Alternative, Community and Correctional Education Schools and Services or the Division of Special Education Services.

Special Education Students

Students eligible under the Individuals with Disabilities Act (IDEA) may be referred to the Orange County Department of Education pursuant to the Individualized Education Program (IEP) process outlined in Ed. Code 48915.5 and Orange County Department of Education procedures. Students eligible under Section 504 of the Rehabilitation Act of 1973 may also be referred to the Orange County Department of Education program in accordance with Section 504 procedures. School districts must take into consideration the contents of the student's IEP when making placement recommendations. Any change in placement requires the school district to convene an IEP meeting. The IEP team identifies a special education program and related services appropriate for the student. Placement options may include district, SELPA, or county-operated programs.

- If the district refers the expelled student to the Orange County Department of Education, the district shall convene an IEP meeting prior to the referral to jointly identify an appropriate special education program and related services. A representative from the Orange County

Department of Education shall participate in the IEP meeting. The district or Orange County Department of Education, as identified in the SELPA Plan, will provide special education services in accordance with the student's IEP.

- When the IEP cannot be implemented within the Orange County Department of Education, the district of residence is responsible for providing Free and Appropriate Public Education (FAPE) within the continuum of program options identified in its SELPA plan.
- The Orange County Department of Education also provides an interim alternative educational setting while school districts search for permanent placements for students eligible under the IDEA (not excluding county options). [34 C.F.R. section 300.530(g)]

Orange County Department of Education Options

The Orange County Department of Education is committed to providing a spectrum of educational options for students expelled from Orange County school districts. Educational options are provided through the Division of Alternative Education, known as Alternative, Community, and Correctional Education Schools and Services (ACCESS), and the Division of Special Education Services. The Orange County Department of Education's mission is to care for, teach, and inspire all students to discover their potential, develop their character, and maximize their learning so they may become successful contributors to society.

The policy of each individual school district affects how the Orange County Department of Education will meet the needs of that particular school district. Some districts use the Orange County Department of Education programs as educational options for those students expelled under Education Code 48900.

The Orange County Department of Education Division of Special Education Services provides special education programs and services to individuals with exceptional needs requiring intensive educational services. Referrals to the Division of Special Education Services shall be made in accordance with current procedures.

The ACCESS program provides options for expelled youth at over 70 sites contained within 9 Administrative Units located throughout the county. Regional options may include:

- Classroom instruction serving grades 9-12, delivered daily for 240-270 minutes aligned with the State Frameworks/Standards.
- Classroom instruction serving grades 6-8, delivered daily for 240-270 minutes aligned with the State Frameworks/Standards.
- Contracted learning programs for students who elect, with parent/teacher approval, not to participate in daily classroom instructional programs. These contracted learning programs (Independent Study) require students to complete a minimum of 20 hours per week of educational product.
- Parent directed home instruction through Community Home Education Program and Pacific Coast High School.

Referral Process to the Orange County Department of Education Alternative Community Correctional Education Schools and Services (ACCESS)

ACCESS Administrators regularly meet with school district representatives and agency partners to collaborate and coordinate placement of expelled students. Regional meetings of the Child Welfare and Attendance Directors as well as the County Student Attendance Review Board provide an avenue for district and Orange County Department of Education representatives to discuss potential placement challenges, explore regional options and address the needs of expelled students.

Referrals to the Orange County Department of Education ACCESS program may be made directly to the ACCESS Administrative Units listed below. Referrals of students eligible under the IDEA shall be made through the IEP process and in accordance with ACCESS Special Education Procedures.

An Individual Learning Plan (ILP) will be developed for expelled students referred to ACCESS. Part of this plan includes a goal of assisting the student with meeting the requirements stated in the rehabilitation plan to facilitate returning the student to the school district of residence at completion of the district expulsion.

ACCESS Regional Offices

Administrative Units	Address	Phone	Contact Person
Orange County Community School/CHEP	2910 Redhill Avenue, Suite 200 Costa Mesa, CA 92626	(714) 327-1000 Fax: 327-1030	Pat Novak
East County Admin Unit	621 W. First Street Tustin, CA 92780	(714) 245-6680 Fax: 731-7269	Janeen Antonelli
Fischer Admin Unit*	331 City Drive South Orange, CA 92868	(714) 935-7651 Fax: 935-6339	Kirk Anderson
North Admin Unit	505 N. Euclid Street Suite 500 Anaheim, CA 92801	(714) 245-6795 Fax: 781-5891	Katy Ramezani
Anaheim Las Palmas Admin Unit	505 N. Euclid Street Suite 500 Anaheim, CA 92801	(714) 245-6545 Fax: 781-5891	Devin Lawson
Santa Ana Newport Admin Unit	2835 S. Bristol, Suite A Santa Ana, CA 92704	(714) 245-6535 Fax: 557-2760	Karen Hudgins
South County Admin Unit	23436 Madero, Suite 100B Mission Viejo, CA 92691	(949) 425-2135 Fax: 707-0569	Dianne Blackburn
Garden Grove Admin Unit	621 W. First Street Tustin, CA 92780	714) 245-6680 Fax: 731-7269	Chris Alfieri
Harbor Learning Center – Admin Unit 106	15872 S. Harbor Blvd. Building A Fountain Valley, CA 92708	(714) 245-6447 Fax: 418-0598	Mary Lou Vachet
Pacific Coast High School	14262 Franklin Ave. Suite 100 Tustin, CA 92780	(714) 245-6500 Fax: 508-0215	Machele Kilgore

** Institutions/Court Schools (Placement through the Juvenile Justice Department)*

ACCESS Support Services

Special Education	1715 Wilshire Ave. Suite 708 Santa Ana, CA 92705	(714) 547-7931 Fax: 547-9814	Todd Martin
Title I	1735 E. Wilshire Ave. Suites 801 & 802 Santa Ana, CA 92705	(714) 836-0301 Fax: 836-1920	Kelly Gaughran
Assessment Center	1715 Wilshire Ave. Suite 706 Santa Ana, CA 92705	(714) 835-2776 Fax: 835-3861	Jane Doney
Attendance and Records	1669 Wilshire Ave. Suite 601 Santa Ana, CA 92705	(714) 547-9972 Fax: 547-2344	Sharon Lakin
Director of Educational Programs	1715 E. Wilshire Ave. Suite 702 Santa Ana, CA 92705	(714) 647-2593 Fax: 543-8962	Tony Gibson
Director of Curriculum and Instructional Support Services	1715 E. Wilshire Ave. Suite 706 Santa Ana, CA 92705	(714) 558-8220 Fax: 558-8245	Rick Martin

Summary of Gaps in Education Services to Expelled Students and Strategies for Filling Those Gaps

Previously identified gaps have been addressed and considerable improvement has been made through a collaborative process between the 28 Orange County School Districts and the Orange County Department of Education. The 28 School Districts in Orange County and the Orange County Department of Education have committed themselves to an ongoing process to resolve the remaining identified gaps.

Service Gap 1: Expelled Students in Grades K-5

Students in grades K-5 who are expelled do not have as many educational options available as do expelled youth in grades 6-12. In some instances, it has been difficult to place Elementary School students who are expelled, especially at the K-4 level. The number of community day schools at that level are very limited.

Progress from 2009

The Orange County Department of Education has been able to service students expelled in grade six, demonstrating progress from the previous plan. The obstacles that remain for serving grades K-5 are the low number of students who are expelled that make it challenging to establish ongoing services.

Ongoing Strategies for Addressing This Gap

Students in grades K-5 who are expelled, may be served through the following District or County options:

- Transfers within the home district which may include district community day school.
- The Shaffer Learning Center, formerly known as Project Hope, in the city of Orange, is available for grades K-8. The proximity to the school site may pose a challenge to student attendance.
- Students in grade 5, on a case by case basis, may be referred to the ACCESS program depending upon class composition at the time of referral.

The Orange County Department of Education has in the past reviewed the need for an elementary level regionalized Alternative Academy, Community School program. To date, an insufficient number of elementary students have been expelled to warrant such a program. This type of facility could be pursued in the future, with sufficient district support and need. In the event such a program would be developed, transportation would be a challenge for students not living in close proximity to the regionalized program.

It is also suggested, that districts support one another and offer alternative placement options whenever possible, taking non-mandatory expulsions (EC 48915) especially in larger districts with Community Day School provisions or special classrooms on their sites.

Service Gap 2: Limited Special Education Placements in ACCESS

The county office is committed to expanded program options for students with exceptional needs that have been expelled from District programs. As identified through communication with SELPA and District-Special Education Directors, programs for emotionally disturbed and dual diagnosis (Emotionally Disturbed and Developmentally Delayed) students have been developed in some school districts. In addition, ACCESS continues to evaluate its Special Education services to provide a continuum of placement options. When the identified Special Education services cannot be accommodated through existing county office alternatives, the District of Residence will continue to facilitate placement to meet the needs of individual students through district and non-public agency/school placements.

Progress from 2009

An increase in Special Education staff have been added to the ACCESS program. The challenge has been that it is hard to provide a regionalized program for an unpredictable number of student referrals. For example, the county opened a regionalized Dual Diagnosis program that had to close due to too few students to maintain the program.

Ongoing Strategies for Addressing This Gap

District efforts to provide services to students within their attendance area have reduced the need for placements in ACCESS. Districts and ACCESS will provide ongoing monitoring of need for additional Special Education services for expelled students. The ACCESS program will respond to increased demands as conditions warrant in the future.

Programs for Emotionally Disturbed Students:

- Continued expansion of programs for emotionally disturbed students is contingent upon location of school sites that can accommodate such programs.

Programs to Expand Continued Services for Special Education Students:

- Expanding program options for special education students are evaluated through ACCESS, the North Orange County SELPA and Orange County School Districts.

Service Gap 3: Rehabilitation Failures

Students sometimes do not meet the provisions of the expulsion rehabilitation plan and fall behind in their academic studies. In these cases, they are at high risk of not completing their necessary credits and are at a higher risk of dropping out of school.

Progress from 2009

There are more districts using Pacific Coast High School and CHEP as options for students who have not succeeded in other programs. An obstacle has been that the Rehabilitation Plan has not consistently followed the student from the district to the next school placement.

Ongoing Strategies for Addressing this Gap

- Discussion with districts in how to utilize and expand existing collaborations to ensure student success with their rehabilitation plan. This includes the use of community non-profits and private programs to assist in carrying out individual student expulsion plans.
- A subgroup committee to develop a procedure to communicate student success and concerns between the district of residence and the district of attendance.
- Smaller Administrative Units in ACCESS were developed to help promote communication between ACCESS and districts. Enhanced communication promotes student success and early intervention when students are not meeting the terms of the rehabilitation plan. In addition, communication is vital between the districts and ACCESS regarding the status of students who are returning to the district.
- ACCESS will implement a consistent SARB process that utilizes strategies for dropout recovery including the Truancy Response Program to reach students who are marginalized during the expulsion process.

Service Gap 4: Mental Health Services

Historically, there has been a concern of how to utilize Orange County Health Care Agency-Mental Health Services for expelled students, particularly during the summer months.

Progress from 2009

There has been an increase in communication and collaboration with the Orange County Health Care Agency, districts, SELPAs and the Orange County Department of Education. The challenge has been adjusting to the change of legislation related to AB 3632.

Ongoing Strategies for Addressing this Gap

Past efforts focused on improving communication between the Orange County Health Care Agency and districts. With new legislation, districts now have funding for Special Education services that support expelled students having access to their mental health services, especially during the summer months. Districts are in a better place to monitor, address, and implement mental health services in accordance with the new legislation placing mental health services under the jurisdiction of school districts and the County Office. Districts will need to assess over time, any gaps resulting from changes in funding and responsibility for providing for the Mental Health needs of expelled students who are in Special Education.

COUNTYWIDE BEHAVIOR INTERVENTIONS AND BEST PRACTICES TO PREVENT SUSPENSIONS AND EXPULSIONS

Orange County schools seek to minimize the number of expulsions by establishing prevention and early intervention practices. School districts pursue a variety of strategies in an effort to educate students and establish a safe and caring climate to prevent student misconduct. When warranted, disciplinary measures are implemented consistent with district policies and procedures to ensure fair and consistent disciplinary measures. These efforts will continue to prevent any disproportionate representation of minority students recommended for expulsion.

Expulsions occur when student and campus safety is threatened or when remediation efforts have not been successful. Districts engage in a number of preventative and proactive strategies including but not limited to the following:

- Positive Behavior Intervention and Supports
- Annual Notice of Parent Rights and Responsibilities
- Student Study Teams
- Special Education Services
- Counseling
- Student Contracts
- School Signs and Notices
- Red Ribbon Week
- School Attendance Review Board (SARB)
- Parent Meetings and Information Nights
- In-school Suspensions
- Check-in, check-out
- Adult Mentoring of Students
- Peer Assistance League (PAL)
- Friday Night Live
- Tutoring
- Homework Clubs
- Online Classes and Credit Recovery Opportunities
- Community Partnerships
- Student Clubs and Organizations
- Peer Court
- Conflict Mediators
- Juvenile Alcohol and Drug Education (JADE), PRYDE Program, Outreach Concern, Straight Talk, Western Youth Services and Other Community Counseling Partnerships
- Anti-bullying Programs
- After School Programs
- Saturday School
- Automated Telephone Notifications
- Violence Prevention Curricula
- Athletic Drug Testing
- Police Cadet Programs
- Grad Night Activities
- Every 15 Minute Program
- Gang Resistance Intervention Partnership (GRIP)

APPENDIX 1

**ANAHEIM UNION HIGH SCHOOL DISTRICT
EDUCATION PROGRAM
OPTIONS**

SUSPENDED EXPULSION

Placement on Same
School Campus

OR →

EXPULSION

Referred to District
Community Day School

OR
↓

OR
↓

SUSPENDED EXPULSION

Placement on Different
School *Campus*
And/Or
Different District

EXPULSION

Referred to County-operated
Alternative Community
Correctional Education Schools
and Services
(ACCESS)

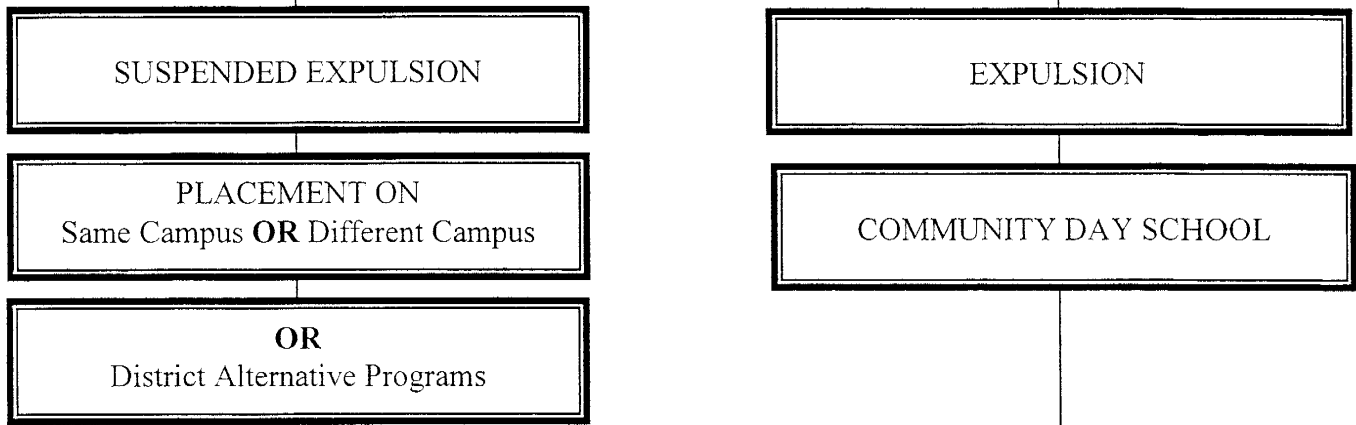
OR
↓

SUSPENDED EXPULSION

Referred to
District Alternative Programs

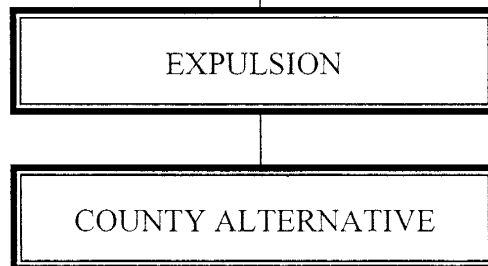
POSSIBLE REHABILITATION PLAN

REFERRED STUDENT



- **Individual Family Counseling**
 - Orange County Mental Health
 - Community Agencies
- **Participation in School-Based Programs**
 - PAL/FNL/Conflict Resolution
- **Community Service**
- **Career Preparation**
 - ROP/Part-Time
- **Academic Enrichment Tutoring**
 - Campus Availability
- **Alternative/Recreation/Diversion Program**
 - Straight Talk, Project SAY, CSP

REFERRED STUDENT



- **Individual/Family Counseling**
 - Orange County Mental Health
 - Community Agencies – AA, NA, Alateen
- **Alternative/Recreation/Diversion Program**
 - AYSO/CSP/Boys' & Girls' Club
- **Community Service Hours**
 - City Referrals/Graffiti Abatement/Community Centers- Partnership with Challenged Students
- **Career Preparation**
 - ROP/Part-Time
- **Conflict Resolution**
 - Campus Availability
- **Academic Enrichment Tutoring**
 - Campus Availability

Education Codes

48926.

Each county superintendent of schools in counties that operate community schools pursuant to Section 1980, in conjunction with superintendents of the school districts within the county, shall develop a plan for providing education services to all expelled pupils in that county. The plan shall be adopted by the governing board of each school district within the county and by the county board of education.

The plan shall enumerate existing educational alternatives for expelled pupils, identify gaps in educational services to expelled pupils, and strategies for filling those service gaps. The plan shall also identify alternative placements for pupils who are expelled and placed in district community day school programs, but who fail to meet the terms and conditions of their rehabilitation plan or who pose a danger to other district pupils, as determined by the governing board.

Each county superintendent of schools, in conjunction with the superintendents of the school districts, shall submit to the Superintendent of Public Instruction the county plan for providing educational services to all expelled pupils in the county no later than June 30, 1997, and shall submit a triennial update to the plan to the Superintendent of Public Instruction, including the outcome data pursuant to Section 48916.1, on June 30th thereafter.

48916.1.

(a) At the time an expulsion of a pupil is ordered, the governing board of the school district shall ensure that an education program is provided to the pupil who is subject to the expulsion order for the period of the expulsion. Except for pupils expelled pursuant to subdivision (d) of Section 48915, the governing board of a school district is required to implement the provisions of this section only to the extent funds are appropriated for this purpose in the annual Budget Act or other legislation, or both.

(b) Notwithstanding any other provision of law, any educational program provided pursuant to subdivision (a) may be operated by the school district, the county superintendent of schools, or a consortium of districts or in joint agreement with the county superintendent of schools.

(c) Any educational program provided pursuant to subdivision (b) may not be situated within or on the grounds of the school from which the pupil was expelled.

(d) If the pupil who is subject to the expulsion order was expelled from any of kindergarten or grades 1 to 6, inclusive, the educational program provided pursuant to subdivision (b) may not be combined or merged with educational programs offered to pupils in any of grades 7 to 12, inclusive. The district or county program is the only program required to be provided to expelled pupils as determined by the governing board of the school district. This subdivision, as it relates to the separation of pupils by grade levels, does not apply to community day schools offering instruction in any of kindergarten and grades 1 to 8, inclusive, and established in accordance with Section 48660.

(e) (1) Each school district shall maintain data as specified in this subdivision and report the data annually to the State Department of Education, commencing June 1, 1997, on forms provided by the State Department of Education. The school district shall maintain the following data:

(A) The number of pupils recommended for expulsion.

(B) The grounds for each recommended expulsion.

(C) Whether the pupil was subsequently expelled.

(D) Whether the expulsion order was suspended.

(E) The type of referral made after the expulsion.

(F) The disposition of the pupil after the end of the period of expulsion.

(2) When a school district does not report outcome data as required by this subdivision, the Superintendent of Public Instruction may not apportion any further money to the school district pursuant to Section 48664 until the school district is in compliance with the provisions of this subdivision. Before withholding the apportionment of funds to a school district pursuant to this subdivision, the Superintendent of Public Instruction shall give written notice to the governing board of the school district that the school district has failed to report the data required by paragraph (1) and that the school district has 30 calendar days from the date of the written notice of noncompliance to report the requested data and thereby avoid the withholding of the apportionment of funds.

(f) If the county superintendent of schools is unable for any reason to serve the expelled pupils of a school district within the county, the governing board of that school district may enter into an agreement with a county superintendent of schools in another county to provide education services for the district's expelled pupils

MOBILE HEALTH CARE
Mobile Health Care Services Agreement

THIS MOBILE HEALTH CARE SERVICES AGREEMENT (the "Agreement") is made and entered into as of July 1, 2011 by and between Anaheim Union High School District ("DISTRICT") and Children's Hospital of Orange County, a California nonprofit public benefit corporation, dba CHOC Children's Orange ("CHOC"), with reference to the following facts:

A. DISTRICT is the owner and operator of multiple schools serving students in pre-school through grade twelve.

B. CHOC operates a licensed community clinic (the "Clinic") specializing in pediatric care located at *406 S. Main St., Santa Ana, CA, under the name "Clinica CHOC Para Ninos."*

C. CHOC Mobile Clinics provide health care under its Clinic license in Orange County, California using three motorized vehicles (the "Mobile Clinics") which each includes one or more examination/treatment rooms.

D. DISTRICT desires that CHOC provide primary and/or asthma care services in the Mobile Clinics at various schools operated by the DISTRICT, and CHOC desires to provide such services at such locations in the Mobile Clinics, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties do hereby agree as follows:

1. Term and Termination.

The term of this Agreement shall commence on the date first set forth above. This Agreement shall continue for a two (2) years and shall terminate on June 30, 2013, and thereafter may be extended for additional terms of one (1) year each upon mutual written agreement of the parties, unless terminated by either party upon ninety (90) days' prior written notice to the other party at any time during the initial term or any extended term of this Agreement. This Agreement shall immediately terminate in the event funding for the CHOC Mobile Clinics is no longer available.

2. Mobile Clinic Health Care Services.

CHOC shall provide the mobile health care services to students in the DISTRICT in one or all of the Mobile Clinics, which shall be parked at various schools within the DISTRICT, as described in greater detail herein. CHOC shall commence rendering services on the date as agreed upon by the parties, pursuant to the schedule referenced in paragraph 4.d of this Agreement.

3. Staffing.

a. CHOC shall staff the Mobile Clinics with qualified professional staff who shall hold appropriate licenses and certificates, as applicable, for the provision of services hereunder.

b. CHOC shall designate one physician to serve as the Medical Administrative Director of the health services. The Director shall be responsible for administrative matters relating to the provision of services in the mobile medical clinic, subject to the direction of the President and Chief Executive Officer of CHOC or her designee.

c. All nursing personnel and medical assistants shall be under the supervision of a physician if required by law. Such physician may be an independent contractor of CHOC. Such physician or the Director shall be available by telephone to consult with nursing staff and medical assistants at all hours of the mobile medical clinics' operation.

d. In connection with CHOC's provision of mobile health care services hereunder, DISTRICT's responsibilities shall be for maintaining accessible, safe conditions at the sites and providing 220V electrical outlet access for the mobile unit. Additionally, van staff will have access to site restrooms while on site providing services.

4. Services.

a. The mobile health care services provided under this Agreement are treatment of asthma care, minor medical conditions, acute & well-child physical examinations, adolescent services, immunizations, and appropriate medical referrals for follow-up care, and writing prescriptions for, which may or may not include dispensing medication.

b. Nursing and medical assistant services provided by CHOC under this Agreement shall be limited to services necessary in direct support of care rendered at the Mobile Clinics and related activities and shall not replace the functions of regular school nurses or physician visits.

c. All services provided shall require written consent from a parent or guardian of the student on CHOC's Parent/Guardian Consent Form. CHOC shall maintain such consent in its records. Should families choose to participate in IRB approved research protocols conducted on the Mobile Clinics, families will be provided with a separate informed consent agreement in which to sign. Regardless if families choose to participate in research they will be provided with all services necessary as per this agreement. Participation is strictly voluntary.

d. The sites at which the mobile unit services shall be provided initially are identified in Exhibit A hereto. CHOC and DISTRICT shall arrive at a schedule for the provision of services at these sites, which may change from time to time as mutually agreed upon in writing by the parties. Additionally, the sites at which services shall be provided may change from time to time, as mutually agreed upon in writing by the parties. Upon CHOC's written request, DISTRICT shall provide written consent for CHOC to park the Mobile Clinics at

specific locations at such sites designated by CHOC and DISTRICT for the purpose of providing mobile health care services, and CHOC may provide such documentation to the California Department of Public Health, the fire department, or other government or city/county agency, if and as required.

e. The parties acknowledge that as part of its community outreach program, CHOC's Mobile Clinics may serve other sites in the community that are not owned or operated by DISTRICT, where there are children in need of such services.

f. CHOC may operate the mobile unit services under the name "CHOC Children's Breathmobile and/or Healthy Tomorrows Mobile Health Clinic" or other names. The parties acknowledge that during the term of this Agreement and thereafter, CHOC may inscribe such names on its Mobile Clinics and may use such names in connection with the mobile health care services it provides in such Mobile Clinics, which may serve sites in the community that are not owned or operated by DISTRICT. DISTRICT acknowledges that it has not been conferred any rights to such name.

5. Independent Contractors.

a. In the performance of this Agreement, CHOC and DISTRICT are at all times acting and performing services as independent contractors. No party to this Agreement nor any of its agents shall have any claim under this Agreement or otherwise against any other party for payment of employment taxes, workers' compensation, vacation, sick leave, retirement benefits, social security benefits, disability benefits, unemployment insurance or employee benefits of any kind.

b. DISTRICT shall neither have nor exercise any control or direction over the specific methods by which CHOC or its employees or independent contractors shall perform professional services under this Agreement.

c. CHOC may subcontract with other persons, corporations, or other entities to perform any part of its obligations under this Agreement, except for professional services.

6. Billing.

CHOC and professionals providing services hereunder are entitled to bill and collect (or arrange for billing and collection) for its or their own account, to the extent permitted by law, Medi-Cal, CHDP, and other payors, as applicable, for all services provided hereunder. DISTRICT shall promptly turn over to CHOC all checks and other instruments of payment, if any, received from any payor for mobile health care services performed hereunder.

7. Other Financial Support.

a. It is anticipated that ongoing financial support for the mobile clinics shall require funds in addition to those as set forth in paragraph 7.

b. DISTRICT and CHOC may jointly and individually pursue potential funding sources so as to maximize the facilities and services offered by the mobile clinics.

c. At the conclusion of this Agreement, CHOC shall retain all donations/grants under its control which were received solely on the condition that they be used for the purposes covered by this Agreement, except to the extent that any grant source requires any remaining balance to be remitted to the source.

8. Insurance.

a. Prior to commencement of mobile clinic operation, CHOC shall present DISTRICT evidence of insurance with respect to general liability, workers' compensation, and medical malpractice. CHOC shall maintain general liability coverage at minimum limits of \$5,000,000 per claim/occurrence. CHOC shall maintain medical malpractice insurance at minimum limits of \$1,000,000/\$3,000,000 per claim/ Annual aggregate.

b. Prior to commencement of mobile clinic operation, DISTRICT shall present CHOC evidence of insurance with respect to general liability, workers' compensation, and medical malpractice. DISTRICT shall maintain general liability coverage at minimum limits of \$5,000,000 per claim/occurrence. DISTRICT shall maintain medical malpractice insurance at minimum limits of \$1,000,000/\$3,000,000 per claim/Annual aggregate.

9. Reasonable Efforts to Provide Services.

CHOC shall use reasonable efforts to provide services in accordance with this Agreement and any schedule to which the parties shall agree. Notwithstanding the foregoing, CHOC shall not be liable to DISTRICT for failure to provide services hereunder or in accordance with such schedule, or for the services provided by nurse practitioners or by physicians pursuant to this Agreement.

10. Assignment and Delegation.

Neither party shall assign any rights or delegate any duties hereunder without the prior written consent of the other party except as expressly permitted by the terms of this Agreement.

11. Medical Records and Confidentiality of Patient Records.

a. All patient records and charts of mobile clinic patients shall be and remain the property of CHOC. DISTRICT and each of its employees, agents and consultants shall comply with all applicable laws regarding the confidentiality of patient information including, but not limited to, the regulations under the Health Information Portability and Accountability Act ("HIPPA ").

b. DISTRICT agrees to hold all individually identifiable patient health information, whether in electronic or paper form (collectively, "PHI"), that may be shared,

transferred, transmitted, or otherwise obtained pursuant to this Agreement strictly confidential, and provide all reasonable protections to prevent the unauthorized use or disclosure of such PHI, including, but not limited to, the protection required by applicable federal, state and local laws and regulations regarding the privacy, security and the confidentiality of patient information. DISTRICT further agrees to make every reasonable effort to comply with any regulations, standards, or rules promulgated pursuant to the authority of the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH"), including those provisions listed below. DISTRICT may use and disclose PHI when necessary for DISTRICT's proper management and administration (if such use or disclosure is necessary), or to carry out DISTRICT's specific legal responsibilities pursuant to this Agreement; provided, however, DISTRICT shall not use or disclose PHI in any manner that would constitute a violation of HIPAA or HITECH if so used or disclosed by CHOC. Specifically, DISTRICT agrees as follows: (1) to maintain administrative, physical, and technical safeguards as necessary to ensure that electronic PHI is not used or disclosed except as provided herein and to protect the confidentiality, integrity, and availability of electronic PHI; (2) to mitigate, if possible, any harmful effect known to DISTRICT of a use or disclosure of PHI by DISTRICT; (3) to ensure that any subcontractors or agents to whom it provides PHI will agree to the same restrictions and conditions that apply to DISTRICT with respect to such PHI; (4) to make available respective internal practices, books and records relating to the use and disclosure of PHI received from CHOC to the Department of Health and Human Services or its agents; (5) to incorporate any amendments or corrections to PHI when notified by CHOC that the PHI is inaccurate or incomplete; (6) to return or destroy all PHI received from CHOC that DISTRICT still maintains in any form and not to retain any such PHI in any form upon termination or expiration of this Agreement, if feasible or, if not feasible, DISTRICT agrees to limit any uses of PHI after this Agreement's termination or expiration to those specific uses or disclosures that make it necessary for DISTRICT to retain the PHI; (7) to ensure applicable policies are in place for providing the PHI to CHOC to satisfy an individual's request to access such individual's PHI; (8) to report to CHOC any use or disclosure of PHI which is not provided for in the Agreement, to report any unsuccessful security incidents to CHOC upon request, and to report any successful security incidents or breaches of unsecured PHI to CHOC within three (3) days after DISTRICT knows or should have known about such reportable event; and (9) to make PHI available to CHOC as requested to provide an accounting of disclosures to an individual who is the subject of the PHI, to the extent required by HIPAA. If at any time after the effective date of this Agreement it is determined that DISTRICT is in breach of this Section, CHOC, in its sole discretion, may immediately terminate this Agreement. DISTRICT further agrees to sign any other documents, as appropriate, including but not limited to a Business Associate Agreement with CHOC, attached hereto as **Exhibit B** and incorporated herein by reference.

12. Corporate Compliance.

It is acknowledged that the Corporate Responsibility Program applies to the services and obligations described herein. This program is intended to prevent compliance concerns such as fraud, abuse, false claims, excess private benefit and inappropriate referrals. This compliance program requires and it is hereby agreed that any regulatory compliance concerns shall be promptly reported either to an appropriate manager or through the hotline (877-

388-8588). Further, it is represented and warranted that all individuals providing service hereunder shall not at any time have been sanctioned by a health care regulatory agency and, finally, that investigatory activity relevant to this organization shall be promptly reported to an organization manager or via the hotline (as above). Failure to abide by these compliance requirements shall immediately and automatically terminate this Agreement.

14. Medicare/Medi-Cal Participation.

DISTRICT hereby represents and warrants that neither DISTRICT nor its principals (if applicable) are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in any federally funded health care program, including Medicare and Medi-Cal. DISTRICT hereby agrees to immediately notify CHOC of any threatened, proposed, or actual debarment, suspension or exclusion from any federally funded health care program, including Medicare and Medi-Cal. In the event that DISTRICT is debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in any federally funded health care program during the term of this Agreement, or if at any time after the Effective Date of this Agreement it is determined that DISTRICT is in breach of this Section, this Agreement shall, as of the Effective Date of such action or breach, automatically terminate. DISTRICT further understands that CHOC periodically checks contracted individuals and entities against the Office of Inspector General (OIG) and General Service Administration (GSA) databases of Excluded Individuals and Entities and will notify DISTRICT if it discovers a match. CHOC will take reasonable measures to verify that the match is the same individual or entity before taking any action to terminate any underlying agreement(s).

15. Nondiscrimination.

Neither CHOC nor DISTRICT shall discriminate on the basis of race, religion, sex, sexual orientation, national origin, age or handicap in employment or in the operation of its mobile units pursuant to this Agreement.

16. Attorneys' Fees.

In the event that a dispute arises with respect to the terms of this Agreement, the prevailing party in any civil action or arbitration shall be awarded attorneys' fees and costs of suit.

17. Termination.

Upon termination of this Agreement, the Mobile Clinics and any furnishings, equipment, or supplies shall remain under the exclusive ownership and control of CHOC.

18. Notices.

Any notice required or permitted by any party shall be in writing and shall be delivered personally or by United States mail, first class postage prepaid, certified or registered return receipt requested, to the following addresses:

If to DISTRICT:

Anaheim Union High School District
501 Crescent Way
Anaheim, CA 92803
Attn: Superintendent

If to CHOC:

Children's Hospital of Orange County
455 South Main Street
Orange, California 92868
Attn: Vice President Ancillary & Support Services

If personally delivered, such notice shall be effective upon delivery. If mailed in accordance with this paragraph, such notice shall be effective as of the third day (excluding Sundays and holidays) after mailing. Either party may change its address indicated above by giving notice of such change to the other party in the manner specified in paragraph 16.

19. Entire Agreement: Amendment.

This Agreement constitutes and contains the entire agreement of the parties hereto and supersedes any and all prior negotiations and agreements between the parties respecting the subject matter hereof. This Agreement may not be amended or modified, except by written instrument signed by the party to be bound. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the state of California.

20. No Third Party Beneficiaries.

Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person, firm, or corporation, other than the parties hereto and their respective successors or permitted assigns, any remedy or claim under or by reason of this Agreement or any term, covenant, or condition hereof, as a third party beneficiary or otherwise.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in Orange County, California.

CHOC:

CHILDREN'S HOSPITAL OF ORANGE COUNTY dba CHOC CHILDREN'S ORANGE

By: _____
Name: Matthew Niedzwiecki
Title: Vice President Ancillary & Support Services

DISTRICT:

ANAHEIM UNION HIGH SCHOOL DISTRICT

By: _____
Name: _____
Title: _____

Exhibit A

MOBILE HEALTH CARE

Current Locations covered under this agreement:

<u>Sycamore Junior High</u> 1801 E. Sycamore Street Anaheim, CA 92805 (714) 999-3617	<u>Dale Jr. High</u> 900 South Dale Avenue Anaheim, CA 92804 (714) 220-4210
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EXHIBIT B

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") supplements and is made a part of the contract(s) ("Contract") by and between Children's Hospital of Orange County dba CHOC Children's Orange ("Covered Entity" or "CE") and Anaheim Union High School District ("Business Associate" or "BA"). This BAA is effective as of July 1, 2011 (the "BAA Effective Date").

RECITALS

- A. CE wishes to disclose certain information to BA pursuant to the terms of the Contract, some of which may constitute Protected Health Information ("PHI") (defined below).
- B. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable state and federal laws and regulations.
- C. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this BAA.

In consideration of the mutual promises below and the exchange of information pursuant to this BAA, the parties agree as follows:

AGREEMENT

1. Definitions

- a. **Breach** shall have the meaning given to such term under HIPAA, the HIPAA Regulations and the HITECH Act, and as described in Cal. Civil Code Section 1798.82.
- b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.

- c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including but not limited to, 45 C.F.R. Section 164.501.
- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- f. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.
- g. **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.
- h. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- i. **HITECH Compliance Date** shall mean February 17, 2010, unless a separate effective date is specified by law for a particular requirement, in which case such effective date shall apply for that particular requirement.
- j. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- k. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information.
- l. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.
- m. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- n. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

2. **Obligations of Business Associate**

- a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and BAA. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE.
- b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and BAA. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this BAA and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach.
- c. **Prohibited Uses and Disclosures under HITECH.** Notwithstanding any other provision in this BAA, no later than the HITECH Compliance Date, BA shall comply with the following requirements: (i) BA shall not use or disclose Protected Information for fundraising or marketing purposes, except as provided under the Contract and consistent with the requirements of 42 U.S.C. 17936; (ii) BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates, 42 U.S.C. Section 17935(a); (iii) BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.
- d. **Appropriate Safeguards.** BA shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information other than as permitted by the Contract or BAA. BA further agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Electronic PHI. No later than the HITECH Compliance Date, BA shall comply with each of the requirements of 45 C.F.R. Sections 164.308, 164.310, and 164.312 and the policies and procedures and

documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316.

- e. **Mitigation.** BA agrees to mitigate, to the extent practicable, any harmful effect that is known to BA of a use or disclosure of PHI in violation of this BAA.
- f. **Reporting of Improper Access, Use or Disclosure.** BA shall, following the discovery of any Breach of Unsecured PHI, Security Incident, as defined in the Security Rule, and/or any actual or suspected access, use or disclosure of Protected Information not permitted by the Contract and BAA or applicable law notify CE in writing of such breach or disclosure without unreasonable delay and in no case later than three business days after discovery. BA shall take prompt corrective action and any action required by applicable state or federal laws and regulations relating to such disclosure. BA agrees to pay the actual costs of CE to provide required notifications and any associated costs incurred by CE, such as credit monitoring for affected patients, if CE reasonably determines that the nature of the breach warrants such measures.
- g. **Business Associate's Subcontractors and Agents.** BA shall ensure that any agents or subcontractors to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI. To the extent that BA creates, maintains, receives or transmits Electronic PHI on behalf of the CE, BA shall implement the safeguards required by paragraph 2.d above with respect to Electronic PHI.
- h. **Access to Protected Information.** To the extent BA maintains a Designated Record Set on behalf of the CE, BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within five (5) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524. No later than the Compliance Date, if BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).
- i. **Amendment of PHI.** To the extent BA maintains a Designated Record Set on behalf of CE, within thirty (30) days of receipt of a request from the CE or an individual for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make any amendments that CE directs or agrees to in accordance with the Privacy Rule.
- j. **Accounting Rights.** Within thirty (30) days of notice by CE of a request for an accounting of disclosures of Protected Information, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy

Rule, including, but not limited to, 45 C.F.R. Section 164.528, and, no later than the HITECH Compliance Date, its obligations under the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. The provisions of this subparagraph 2.j shall survive the termination of this BAA.

- k. **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule.
- l. **Minimum Necessary.** No later than the HITECH Compliance Date, BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure. BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- m. **Compliance with Laws.** BA shall comply with all applicable state and federal privacy and security laws, including but not limited to HIPAA, the HIPAA Regulations, HITECH, and Cal. Civil Code 1798.82, as they may be amended from time to time.

3. Termination

- a. **Material Breach by BA.** A breach by BA of any provision of this BAA, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for termination of the Contract, any provision in the Contract to the contrary notwithstanding, with or without an opportunity to cure the breach. If termination of the Contract is not feasible, CE will report the problem to the Secretary of DHHS.
- b. **Material Breach by CE.** As of the HITECH Compliance Date, pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or BAA or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS.
- c. **Effect of Termination.** Upon termination of the Contract for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this BAA to such information, and limit further use of such PHI to those purposes that make the

return or destruction of such PHI infeasible. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

4. **Indemnification; Limitation of Liability.** To the extent permitted by law, BA shall indemnify, defend and hold harmless CE from any and all liability, claim, lawsuit, injury, loss, expense or damage resulting from or relating to the acts or omissions of BA in connection with the representations, duties and obligations of BA under this BAA. Any limitation of liability contained in the Contract shall not apply to the indemnification requirement of this provision. This provision shall survive the termination of the BAA.
5. **Assistance in Litigation.** BA shall make itself and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Contract or BAA available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claim of violation of HIPAA, the HITECH Act, or other laws related to security and privacy, except where BA or its subcontractor, employee or agent is named as an adverse party.
6. **Amendment to Comply with Law.** The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Contract or BAA may be required to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA Regulations, the HITECH Act, and other applicable state and federal laws and regulations relating to the security or confidentiality of PHI. Upon the compliance date of any such applicable laws and regulations, this BAA shall automatically be amended such that this BAA remains in compliance with such laws and regulations.
7. **No Third-Party Beneficiaries.** Nothing express or implied in the Contract or BAA is intended to confer, nor shall anything herein confer upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
8. **Notices.** All notices or other communications required or permitted hereunder shall be in writing and shall be deemed given or delivered (a) when delivered personally, against written receipt, (b) if sent by registered or certified mail, return receipt requested, postage prepaid, when received, (c) when received by facsimile transmission, and (d) when delivered by a nationally recognized overnight courier service, prepaid, and shall be sent to the addresses set forth below or at such other address as each party may designate by written notice to the other by following this notice procedure.

- (i) Written notice to Covered Entity under this BAA shall be addressed to:

Children's Hospital of Orange County dba
CHOC Children's Orange
Attn: Vice President Ancillary & Support Services
455 S. Main Street

Orange, CA 92868
Facsimile: (714) 289-4133

Copy to:

Children's Hospital of Orange County dba
CHOC Children's Orange
Attn: Chief Compliance Officer
455 S. Main Street
Orange, CA 92868
Phone: (714) 204-3014
Facsimile: (714) 516-4366

- (ii) Written notice to Business Associate under this BAA shall be addressed to:

Anaheim Union High School District
501 Crescent Way
Anaheim, CA 92803
Attn: Superintendent

9. **Interpretation.** The provisions of this BAA shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this BAA. This BAA and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HI TECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this BAA shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. Except as specifically required to implement the purposes of this BAA, or to the extent inconsistent with this BAA, all other terms of the Contract shall remain in force and effect.
10. **Regulatory References.** A reference in this BAA to a section of regulations means the section as in effect or as amended, and for which compliance is required.
11. **Identity Theft Program Compliance.** To the extent that CE is required to comply with the final rule entitled "Identity Theft Red Flags and Address Discrepancies under the Fair and Accurate Credit Transactions Act of 2003," as promulgated and enforced by the Federal Trade Commission (16 C.F.R. Part 681) (the "Red Flags Rule") and that BA is performing an activity in connection with one or more "covered accounts," as that term is defined in the Red Flags Rule, pursuant to the Contract, BA shall establish and comply with its own reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft, which shall be consistent with and no less stringent than those required under the Red Flags Rule or the policies and procedures of CE's Red Flags Program. BA shall provide its services pursuant to the Contract in accordance with such policies and procedures. BA shall report any detected "red flags," as that term is defined in the Red Flags Rule, to CE and shall, in cooperation with Hospital, take appropriate steps to prevent or mitigate identity theft.

IN WITNESS WHEREOF, the parties hereto have duly executed this BAA as of the BAA Effective Date.

COVERED ENTITY:

**CHILDREN'S HOSPITAL OF ORANGE
COUNTY dba CHOC CHILDREN'S
ORANGE**

By: _____
Name: Matthew Niedzwiecki
Title: Vice President Ancillary & Support
Services

BUSINESS ASSOCIATE:

**ANAHEIM UNION HIGH SCHOOL
DISTRICT**

By: _____
Name: _____
Title: _____

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

EDUCATIONAL CONSULTING AGREEMENT AMENDMENT

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

16th	day of	February	2012
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in reference to the Consulting Agreement by and between

Belinda Dunnick-Karge, Ph.D.

Independent Contractor, hereinafter referred to as "Consultant" and the Anaheim Union High School District, hereinafter referred to as "District" dated and Board approved:

October 13, 2011

and amends said Consulting Agreement as follows:

The Board of Trustees is requested to amend the consulting agreement with Belinda Dunnick-Karge, Ph.D. The original agreement was at a cost not to exceed \$5,000, for services provided October 27, 2011 through June 30, 2012, to 100 participants.

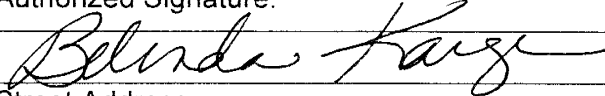
The services consist of 5 days of training for inclusion co-teaching teams and other support staff. Trainings will include understanding the legal and instructional foundations for inclusive services, co-teaching strategies, engagement strategies, differentiated instructional strategies, and coaching for teacher teams.

The Education Division Advisory Team that consults on the training has suggested that an additional day of training be held, to address the unique needs of junior high school and high school inclusive settings, which allows for this arrangement. Upon approval from the Board of Trustees, the additional day of training will be held on March 6, 2012.

An additional \$1,000 is requested to provide a sixth day of training, for an additional 100 participants. The amended total cost is not to exceed \$6,000.

All other terms and conditions of the original agreement will remain in force.

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

CONSULTANT:		DISTRICT:	
Typed Name of consultant (same as page 1):			
Belinda Dunnick-Karge, Ph.D.		Anaheim Union High School District	
Typed Name/Title of Authorized Signatory:		Typed Name of Assistant Superintendent:	
Belinda Dunnick-Karge, Ph.D.		Paul Sevillano, Ed.D.	
Authorized Signature:		Signature of Assistant Superintendent:	
			
Street Address:		Street Address:	
2067 Vista Hermosa Way		501 Crescent Way, P.O. Box 3520	
City, State, Zip Code		City, State, Zip Code	
El Cajon, CA 92019		Anaheim, CA 92803-3520	
Date:		Date:	
1/27/12		February 17, 2012	

Mark Appropriately:

Independent/Sole Proprietor:	<input checked="" type="checkbox"/>
Corporation:	<input type="checkbox"/>
Partnership:	<input type="checkbox"/>
Other/Specify:	<input type="checkbox"/>

Social Security Number* or Federal Identification Number*

550-35-4772	
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*Or, initial here:

<input type="checkbox"/>	I have completed a new IRS Form W-9 that will be submitted directly to AUHSD Accounting.
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Telephone Number:

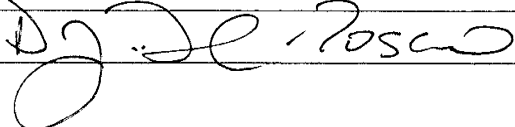
E-mail Address:

(619) 579-3833	Bkarge@fullerton.edu
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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:	1-27-12
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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.

Fab 5 Afterschool Program Training

Provide on-site training in Fab 5 Afterschool Program to teachers and activity leaders, thus enabling them to utilize a fun, motivating curriculum to deliver essential content after school. Focused Fitness shall provide professional trainers to instruct school district staff and activity leaders on current methods and best practices in delivering fundamental nutrition, fitness and health concepts to students in a quality afterschool program.

2. PERIOD OF PERFORMANCE

This Agreement shall become effective October 1st, 2011 and will expire on September 30th, 2012.

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.

	Focused Fitness Contact Person	Client Contact Person
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.



 Signature

 Karen Cowan
 Name

 Chief Executive Officer
 Title

 8/26/2011
 Date

 Signature

 Elizabeth I. Novack, Ph.D.
 Name

 Superintendent
 Title

 Date

ATTACHMENT A

Focused Fitness Budget – PEP Year 2, School Year 2011-2012

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
Fab 5 Afterschool Program Training	3,000.00
Total	94,600.00

**Instructional Materials Submitted for Adoption
February 16, 2012**

Display Period January 20, 2012 - February 16, 2012

Curriculum	Basic / Suppl	Course Name/ Number	GR	Title	Publisher
Business and Applied Technology	Basic	Multimedia Production and Web Page Design Course #660 & 805	9-12	<i>The Web Collection Revealed: Standard Edition Adobe Dreamweaver CS5, Flash CS5 and Fireworks CS5</i> by Sherry Bishop, Jim Shuman, Barbara M. Waxer	Delmar Cengage
Business and Applied Technology	Basic	Multimedia Production Course #660	9-12	<i>The Design Collection Revealed: Adobe InDesign CS5, Photoshop CS5 and Illustrator CS5</i> by Chris Botello & Elizabeth Eisner Reding	Delmar Cengage
Business and Applied Technology	Basic	Multimedia Production Course #660	9-12	<i>The Video Collection Revealed: Adobe Premiere Pro CS5, AfterEffects CS5, Soundbooth CS5 and Encore CS5</i> by Debbie Keller	Delmar Cengage

Instructional Materials Submitted for Display

February 16, 2012

February 17, 2012 - March 8, 2012

Curriculum	Basic / Suppl	Course Name/ Number	GR	Title	Publisher
English Language Arts	Suppl	English Language Mainstream-Language Support (ELM) and ELD IV	7-9	<i>English 3D: Issues; English 3d: Language & Writing Portfolio</i> by Kate Kinsella	Scholastic

SCHEDULE A

**STUDENT IN NONPUBLIC SCHOOL UNDER EC 56030
Regular School Year 2011-12**

STUDENT	DOB	GRADE	BOARD APPROVAL DATE	NONPUBLIC SCHOOL	TOTAL CONTRACT COST*
SYS-0708109	03-04-97	09	02-16-12	Rossier Park Junior-Senior High School	\$20,655.50

*Includes transportation costs, if applicable.

Field Trips

Board of Trustees

February 16, 2012

1. Anaheim High School – ATA (7 students); Brett Schumm, adviser; Maria Gamboa, chaperone

To: Temecula, CA
 Dates: May 18, 2012 – May 20, 2012
 Purpose: Solar Boat Competition
 Expenses: ASB/Club Fundraiser: Registration, meals, accommodations
 Other: (Anaheim Transportation Academy)

Number of school days missed for this trip: 1
 Number of school days missed previously: 0
 Total number of days missed by this group: 1
2. Cypress High School –Wrestling (16 students); Jon Thoma-Lundberg, adviser; Ron Marilla, Brandon Sumford, Jordan Thoma, chaperones

To: Oxnard, CA
 Dates: February 16, 2012 – February 18, 2012
 Purpose: CIF Individual Tournament
 Expenses: ASB/Club Fundraisers: Accommodations, substitutes
 Parent/Student: Meals, transportation

Number of school days missed for this trip: 1
 Number of school days missed previously: 4
 Total number of days missed by this group: 5
3. Cypress High School – CHS Choir (40 students); Janae Nafziger, adviser; Mrs. Donohoe, Mrs. Galvin, Justen Tucker, chaperones

To: Chula Vista, CA
 Dates: February 24, 2012 – February 25, 2012
 Purpose: Show Choir Competition
 Expenses: ASB/Club Fundraiser: Meals, transportation, accommodations
 Parent/Student: Meals, transportation, accommodations

Number of school days missed for this trip: 1
 Number of school days missed previously: 0
 Total number of days missed by this group: 1
4. Cypress High School – French Club (3 students); Penelope Walsh Sloane, adviser; Sean Edwards, chaperone

To: Big Bear, CA
 Dates: March 9, 2012 – March 11, 2012
 Purpose: French Camp
 Expenses: Parent/Student: Registration, 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

Field Trips

Board of Trustees

February 16, 2012

5. Cypress High School – FBLA (10 students); Don King, adviser; Sharon King, chaperone

To: Irvine, CA
Dates: April 19, 2012 – April 22, 2012
Purpose: FBLA State Leadership Conference
Expenses: Outside Source (Carl Perkin's Grant): Registration, meals, transportation, accommodations, substitutes
ASB/Club Fundraisers: Registration, accommodations
Parent/Student: Meals, transportation

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

6. Kennedy High School – JROTC (25 students); ISG Shaw, adviser; Ken Lee, Alice Breslow, Bob Grebbs, chaperones

To: Orange, CA
Dates: April 2, 2012 – April 4, 2012
Purpose: ROTC Spring Camp
Expenses: Parent/Student: Registration, meals
ASB/Club Fundraisers: Transportation

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

7. Loara High School – Virtual Enterprise (15 students); Mildred Gorrie, adviser; Brad Gorrie, chaperone

To: Oakland, CA
Dates: March 9, 2012 – March 14, 2012
Purpose: International Virtual Enterprise Trade Show
Expenses: Outside Source (Perkins): Registration, meals
Other (Fundraising): Transportation, accommodations

Number of school days missed for this trip: 3
Number of school days missed previously: 1
Total number of days missed by this group: 4

8. RATIFICATION: Magnolia High School – Sents of Pride (24 students); Lindsay Rebus, adviser; Sabina Giakoumis, Eric Lam, chaperones

To: Forest Falls, CA
Dates: January 27, 2012 – January 28, 2012
Purpose: Strengthen and Deepen the Bridges Program
Expenses: Outside Source (OC Human Relations): Registration, meals, accommodations
ASB/Club Fundraisers: Transportation

Field Trips

Board of Trustees

February 16, 2012

Number of school days missed for this trip: 1
Number of school days missed previously: 3
Total number of days missed by this group: 4

9. Oxford Academy – HOSA (50 students); Chayne Chaldu, adviser; Ron Hoshi, Kortney Tambara, chaperones

To: Garden Grove, CA
Dates: March 29, 2012 – April 1, 2012
Purpose: Compete in Medical Competitions
Expenses: Outside Source (Perkins): Registration, meals, accommodations, substitutes
ASB/Club Fundraisers: Registration, meals, accommodations, substitutes
Parent/Student: Registration, meals, accommodations, substitutes

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

10. Savanna High School – Bridges (16 students); Mike Pooley, adviser; Seema Bhakta (OC Human Relation), chaperone

To: Forest Falls, CA
Dates: March 9, 2012 – March 10, 2012
Purpose: Strengthen and Deepen the Bridges Program
Expenses: Outside Source (OC Human Relations): Registration
Other (Savanna General Fund): Transportation

Number of school days missed for this trip: 1
Number of school days missed previously: 1
Total number of days missed by this group: 2

11. Western High School – French Club (5 students); Diana Ngo, adviser

To: Big Bear, CA
Dates: March 9, 2012 – March 11, 2012
Purpose: French Camp
Expenses: Parent/Student: Registration, 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

Board of Trustees
February 16, 2012

1. Resignations/Retirements, effective as noted:

Anderson, Larry; Retirement, 1/31/12

Gamble, Kara; Retirement, 10/18/11

Jawor, John; Retirement, 2/29/12

Perez, Randy; Resignation, 3/30/12

Thomas, William; Resignation, 1/27/12

Tsai, Rosemary; Resignation, 1/27/12

2. Leaves of Absence:

Kough, Kris, for military leave, with pay and with health benefits from 01/20/12, through the end of the working day on 01/20/12.

Kwak, Aeri, for child care, without pay and without health benefits from 01/30/12, through the end of the working day on 02/15/12.

Muckey, Richard, for military leave, with pay and with health benefits from 01/23/12, through the end of the working day on 02/09/12.

3. Employment:

A. Classroom Teachers/Temporary:

		<u>Column</u>	<u>Step</u>
Hauge, Corey	1/30/12	4	8
Montoy, Nicole	1/30/12	1	1
Scanlon, Steve	1/30/12	3	9
Seufert, Debra	1/31/12	4	1

B. Day-to-Day Substitute Teachers with authorization to teach in subject areas where they have adequate preparation, effective as noted:

Anthony, Robert	1/17/12
Clark, Sean	2/2/12
Freeman, Jeffrey	1/18/12
Gamache, Tracy	1/30/12
Grindstaff, Rachel	1/18/12
Martinez, Cristina A.	1/24/12
Rodarte, Valeria	1/20/12
Slagle, Michael	1/13/12
Wright, Measha	1/30/12

C. Day-to-Day Substitute Counselor, effective as noted:

Lavrov, Billie	1/24/12
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Human Resources Division, Certificated Personnel

Board of Trustees
February 16, 2012

Page 2 of 6

D. Day-to-Day Substitute Psychologist, effective as noted:

Costa, Elizabeth	1/18/12
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4. Extra Service Compensation:

A. Additional Salary, for an extra period of coverage to be paid tenthsly and based on the individual's salary for 2011-12, effective as noted: (General Funds)

Olmedo, Adrian	1/30/12
Smith, Lawrence (Lonnie)	1/30/12
Viramontes, Juan	1/30/12
Willey, Mike	1/30/12

B. Lion Awards Stipend, for the following individual to compile and produce the end of year Lion Awards at Lexington Junior High, in the amount of \$400, to be paid at the end of the year: (ASB Funds)

Sanchez, Mary

C. TUPE Site Advisor Stipend, for the following individuals as part of the Tobacco Use Prevention Education (TUPE) grant, in the amount of \$1,000, to be paid at the end of each semester: (TUPE Grant Funds)

Armijo, Valerie	Walker	\$2,000
Barrington, Richard	Lexington	\$2,000
Blake, Rebecca	Brookhurst	\$1,000 (2nd semester only)
Buchanan, Rene	Dale	\$2,000
Chaldu, Chayne	Oxford	\$2,000
Fumelle, Anne	Magnolia	\$2,000
Gamboa, Maria	Anaheim	\$2,000
Glidden, Dana	Orangeview	\$2,000
Haaf, Kiandra	South	\$2,000
Hatcher, Patty	Kennedy	\$2,000
Hurley, Eileen	Cypress	\$2,000
Johnson, Natalie	Sycamore	\$2,000
Lind, Augusta	Savanna	\$2,000
Malmborg, Debra	Ball	\$2,000
Ramirez, Judy	Gilbert/Polaris	\$2,000
Ricci, Thomas	Katella	\$2,000
Rofey, Sandra	Western	\$2,000
Serrano, Fred	CDS	\$2,000
Somers, Allison	Loara	\$2,000

5. Volunteer Employee Aides, with coverage by Workers' Compensation Insurance, effective as noted:

Alvarez, Olga	1/31/12	Colindres, Josephine	1/16/12
Baird, Lorie	1/25/12	Conlon, Ashley	1/23/12
Breck, Patricia	12/28/11	Diaz, Fernando	1/9/12
Canez, Veronica	2/1/12	Don, Sharon	1/23/12
Carey, Megan	1/17/12	Evans, James	1/20/12

Human Resources Division, Certificated Personnel

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Gillespie, Courtney	1/10/12	Nolasco, Ma Genevive	1/19/12
Granados, Roberto	1/19/12	Partington, Scott	1/23/12
Guzman, Nancy	1/30/12	Salazar-Ibarra, Norma	1/9/12
Higuera, Rosa	1/16/12	Salsberry, Mashonda	12/26/11
Hinton, Ruscel	1/26/12	Sanchez, Cecilia	1/17/12
Jaramillo, Gloria	1/19/12	Sanchez, Saira	1/26/12
Latham, Kylie	1/9/12	Sanders, Lorraine	1/20/12
Lozano, Craig	1/10/12	Saucedo, Ernest	1/17/12
Martin, Eduardo	1/18/12	Smith, Jennifer	1/27/12
Mata, Michelle	1/17/12	Torres, Yesenia	1/16/12
Mejia, Raul	1/20/12	Valdovinos, Giuliana	1/10/12
Mendoza, Ana	1/18/12	Villarino, Brittany	1/10/12
Nguyen, John Vuong	1/10/12	Williams, Casey	1/17/12

6. 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>
Almazan, Michelle	3 11	4 11	2/1/12
Arellano, Jaime	3 10	4 10	2/1/12
Ayala, Jennifer	3 11	4 11	2/1/12
Benjamin, Leslie	3 11	4 11	2/1/12
Donnelly, Jacqueline	3 11	4 11	2/1/12
Leckey, James	3 1	4 1	2/1/12
Monera, April	2 6	3 6	2/1/12
Ortiz, Jennifer	3 9	4 9	2/1/12
Pew, Debra	3 11	4 11	2/1/12
Swans, Todd	3 6	4 6	2/1/12

7. Extra Service Specialists, employment effective as noted:

Classified:

	<u>Salary</u>	<u>Term</u>	<u>Effective</u>
<u>Anaheim</u>			
McMillan, Zachary Football, Asst. Varsity	\$2,766	Season	8/29/11
Mercado, Christopher Song/Cheer	\$3,846	Year	8/25/11
<u>Ball</u>			
Hernandez, Daniel Soccer, Boys, 8th grade	\$1,923	3rd Quarter	1/30/12
<u>Cypress</u>			
Chang, Spencer Badminton, JV	\$2,339	Season	2/24/12
Erickson, Kimberly Jazz Band	\$594	Semester	1/30/12

Human Resources Division, Certificated Personnel

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Fullerton, Steve Baseball, Asst. Varsity/JV	\$2,596	Season	2/24/12
Goudeau, Omega Track, Head Varsity	\$3,579	Season	2/24/12
Hayashi, Daniel Volleyball, Boys, Head Varsity/JV	\$2,879	Season	2/24/12
Lee, Young Dai Tennis, Boys, Asst. Frosh/Soph	\$1,559.33	Season	2/24/12
Mitchell, Douglas Golf, Boys, JV	\$2,339	Season	2/24/12
Vargas-Vander Meulen, Bobi Softball, JV	\$1,298	Season	2/24/12
<u>Katella</u> Gonzalez, Hugo Baseball, Freshman	\$2,596	Season	2/24/12
Loftus, Kevin Basketball, Boys, Varsity	\$2,500	Season	11/21/11
Mediran, John Swimming, Boys, Asst. Frosh/Soph/JV	\$2,339	Season	2/24/12
Valverde, James Baseball, JV	\$2,596	Season	2/24/12
<u>Kennedy</u> Bixby, Billie Volleyball, Asst. Frosh/Soph	\$2,339	Season	2/24/12
Calderon, Taylor Drill Team	\$4,216	Year	8/25/11
Canfield, Theodore Track, Asst. Frosh/Soph/JV	\$2,339	Season	2/24/12
Clark, Sean Track, Asst. Frosh/Soph/JV	\$2,339	Season	2/24/12
Datin, Kimberly Swimming, Girls, JV	\$2,339	Season	2/24/12
Johnson, Kris Track, Girls, Head Varsity	\$3,249	Season	2/24/12

Human Resources Division, Certificated Personnel

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Silva, Michelle Athletic Trainer	\$2,337.70	Season	12/14/11
Tweed, Matthew Track, Boys, Head Varsity	\$3,249	Season	2/24/12
<u>Loara</u> Melone, Kelly Softball, Girls, Asst. Varsity	2,596	Season	2/24/12
Phelps, Thomas Baseball, Boys, Asst. Varsity	\$2,596	Season	2/24/12
Vatcharasumphun, Siriporn Badminton, Asst. Coach	\$2,339	Season	2/24/12
<u>Magnolia</u> Llamas, Raul Soccer, Boys, Frosh/Soph	\$2,339	Season	12/28/11
<u>Savanna</u> Crowder, Robert Swimming, Boys, Head Varsity	\$2,596	Season	2/24/12
Gonzalez, Christina Softball, Freshman	\$2,596	Season	2/24/12
Noel, Dustin Baseball, Asst. Sophomore	\$2,596	Season	2/24/12
<u>Western</u> Aguilar, Nancy Colorguard	\$2,108	2nd Semester	1/30/12
Bunn McIntyre, Johnnie Track, Boys, Head Varsity	\$3,249	Season	2/24/12
Christensen, Joshua Track, Asst. Frosh/Soph/JV	\$2,339	Season	2/24/12
Connor, Don Swimming, Girls, Head Varsity	\$2,596	Season	2/24/12
Cunningham, Ronald Swimming, Girls, Asst. Frosh/Soph	\$2,339	Season	2/24/12
Davis, Jessica Softball, Freshman	\$2,596	Season	2/24/12
Davis, Marvin Asst. Trainer	\$961	Season	2/24/12

Human Resources Division, Certificated Personnel

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Dole, Dean Volleyball, Head Varsity	\$2,596	Season	2/24/12
Escobedo, Margaret Swimming, Boys, Asst. Frosh/Soph/JV	\$2,339	Season	2/24/12
Gomez, Edgar Basketball, Boys, Frosh/Soph	\$1,730.66	Season	11/21/11
Hockett, Brian Baseball, Sophomore	\$2,596	Season	2/24/12
Kearney, Kiel Baseball, JV	\$2,596	Season	2/24/12
Maniscalco, Kimberly Softball, Sophomore	\$2,596	Season	2/24/12
Manliguis, Celeste Volleyball, Asst. Frosh/Soph	\$2,339	Season	2/24/12
Manliguis, Corey Track, Asst. Frosh/Soph/JV	\$2,339	Season	2/24/12
McMorris, Constance Tennis, Asst. Frosh/Soph	\$2,339	Season	2/24/12
Morris, April Volleyball, Asst. Frosh/Soph	\$2,339	Season	2/24/12
Takahama, Paul Tennis, Head Varsity	\$2,596	Season	2/24/12
Warren, Eric Baseball, Freshman	\$2,596	Season	2/24/12

Human Resources Division, Classified Personnel

Board of Trustees
February 16, 2012

1. **Retirements/Resignations/Terminations, effective as noted:**

Velante, Christine, Instructional Assistant – Specialized Academic Instruction, 01/26/12

2. **Leaves of Absences:**

Sinclair, Raychana, for maternity leave, without pay and without health benefits from mid-day 01/24/12, through the end of the working day on 04/11/12.

Azenon-Vargas, Amada, for child bonding/care, without pay and with health benefits from 11/02/11 through the end of the working day on 01/06/12.

3. Employment and Promotions, effective as noted:	<u>Range/Step</u>	<u>Effective</u>
Campos, Adriana Substitute Senior Administrative Assistant	59/04	02/06/12
Dang, Haimy Avid Tutor II	04/01	01/16/12
De Leon, Anika Provisional Instructional Assistant – Behavioral Support	51/01	01/18/12
Elias, Pedro Provisional Custodial Athletic Facilities Worker	48/01	01/17/12
Garcia, Jordanne Provisional Instructional Assistant – Behavioral Support	51/01	01/18/12
Garcia, Renee Provisional Instructional Assistant – Behavioral Support	51/01	01/30/12
Hernandez, Gunnar Provisional Custodial Athletic Facilities Worker	48/01	01/16/12
Joaquin, Kely Provisional Instructional Assistant – Behavioral Support	51/01	01/18/12
Jones, Justin Provisional Instructional Assistant – Behavioral Support	51/01	01/23/12
Kruson, Brett Provisional Custodial Athletic Facilities Worker	48/01	01/17/12
Le, Thuan Provisional Instructional Assistant – Behavioral Support	51/01	01/31/12
Leanos, Edgar Substitute Warehouse Worker – Nutrition Services	51/01	01/30/12
Moctezuma, Joseph Provisional Instructional Assistant – Behavioral Support	51/01	01/30/12

Human Resources Division, Classified Personnel

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Monroy Jr., Oscar Provisional Custodian Athletic Facilities Worker	48/01	01/17/12
Osborn, Brandon Avid Tutor II	04/01	01/10/12
Pittser-Ramirez, Tanya Provisional Instructional Assistant – Behavioral Support	51/01	01/30/12
Villapando-Tapia, Alonso Provisional Custodian Athletic Facilities Worker	48/01	01/24/12
Villicana, Jesica Provisional Instructional Assistant – Behavioral Support	51/01	01/31/11

4. **Workability, current minimum wage or stipend of \$256 effective as noted:**
(Workability Grant Funds)

	<u>Effective</u>
Carranza, Ixar	01/23/12
Cruz, Stephanie	01/20/12
Espinoza, Amber	01/23/12
Esquivel, Miguel	02/08/12
Garcia, Eduardo	02/08/12
Gonzalez, Astric	02/07/12
Julca, Claudia	02/08/12
Lara, Joanna	02/08/12
Lua, Francisco	02/07/12
Medina, Juan	02/08/12
Sanchez, Francisco	02/07/12
Santacruz, Brenda	01/20/12
Smith, Marion	02/07/12
Tapia, Javier	01/20/12
Vera, Nancy	02/08/12

5. **Student Worker, \$8.00 hr.:**

Aguirre, Sara	01/20/12
Bendezu, Edward	01/20/12
Crookshank, Cody	02/07/12
DesRoches, Alison	01/20/12
Elvir, Ashley	02/07/12
Esparza, Matthew	01/20/12
Gonzalez, Veronica	01/20/12
Lopez, Clarisa	01/20/12
Morell, Emily	01/20/12
Ochoa, Cristina	01/31/12
Shaw, Kayla	01/20/12
Sultzer, Zachary	01/20/12

Donations

<u>Location</u>	<u>Donated by</u>	<u>Item</u>
District Campus Education Dept.	Veronica Purpura	Various Art Supplies (Value \$489.54)
Hope	Kazuko Nauta	\$5,129.51
	Theresa Amador	\$143
	Alan Rogacion	\$20
	Mary Sanchez	\$20
	Mary Sanchez	\$7
	Theresa Amador	\$24
	Sabrina Wolffer	\$1,000
	Mitsubishi Electric America Foundation	\$3,967.15
	Mitsubishi Electric & Electronic USA, Inc.	\$936.84
	Draka Elevator Products	\$250
Anthony Hodges	Portable DVD Player	
XYZ Club Scholarship Committee	Pencils and rulers	
Loara	DonorsChoose.org	Various Art Supplies (est. value \$100)
Orangeview	Maureen A. Krull	\$500
	St. Marks Church	Used Clothing Food Gift Cards Toys Linens Blankets Sundries Microwave Crock Pot Wrapping paper/tape \$270 (purchased gift cards)
Sycamore	The Rose Young Foundation	\$15,000

Sycamore (cont.)	Gregory B. Domene/Jan Domene	\$200
	Phyllis Mueller	\$150
	M.T. Caldwell/Sherry Caldwell	\$100
	Keith B. Olesen	\$100
	James and Debbie Collins	\$100
	Alden and Linda Esping	\$150
	Elsie Holdridge Precious Handfootprints Ceramic Studio	\$25
	Janet Lee Krochman	\$100
	Josanna O'Neil-Tiettmeyer	\$20
	Alan and Marilyn Sasai	\$200
	Jennifer Sasai	\$25
	Teresa Vaughn	\$25
	Christine L. Showler	\$150
	Kelly Beard	\$200
	Terrance D. Purdy	\$200
	International Coffee & Tea Bean (Proceeds from sales)	\$1093
	Annette Armstrong	Flute
	Tara Bell	Trumpet
	Nancy Byrnes	Flute
	Lisa Freeman	Trumpet
	William and Camille Freeman	Trumpet
	Greg and Julia Gray	Tuba (est. value \$2500)
	Alyssa Penman	Trombone
	Jessica Rodriguez	Clarinet
	Bruce Saltz	Trumpet

Sycamore (cont.)	Harry Gushikuma	Yamaha Saxophone
	Heather Guerrero	3 Flutes
	Cathy Vierra	Tenor Saxophone
	Jaime Pimienta	Trumpet
	Sandy Millsap Chris Puente	Fresh Produce (Holiday gift baskets) (est. value \$300)
Walker	Kroger (Ralph's)	\$37.62
	Ruth Yaddow	\$30
Western	Rosemary Lowe	\$100

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

Quantity	Description
3	Benches
43	Chairs
47	Desks
8	Dividers
12	Filing Cabinets
18	Metal Cabinets
1	Metal Locker
1	Plastic Portable Storage
25	Shelves
20	Student Desks
55	Tables

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

Quantity	Type of Equipment
22	Computers
3	Ink Jet Printers
30	Keyboards
3	Laptops
4	LCD Screens
14	Monitors
1	Overhead Projector
1	Power Supply
1	Print Server
1	Printer
2	Projectors
1	Television
1	Typewriter
1	Wheelbarrow

**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) **
Various Business Books					
Marketing	1	Outdated	Fair	Obsolete	No To be sold
America's Top 300	1	Outdated	Fair	Obsolete	No To be sold
Harvard Business Review	1	Outdated	Fair	Obsolete	No To be sold
Bottom Up Marketing	1	Outdated	Fair	Obsolete	No To be sold
Strategies For Selling	1	Outdated	Fair	Obsolete	No To be sold
Executive Portfolio	1	Outdated	Fair	Obsolete	No To be sold
Bases Of Finance	1	Outdated	Fair	Obsolete	No To be sold
Marketing Visual	1	Outdated	Fair	Obsolete	No To be sold
Micro Media	27	Outdated	Fair	Obsolete	No To be sold
Homes	1	Outdated	Fair	Obsolete	No To be sold
Small Business Marketing	1	Outdated	Fair	Obsolete	No To be sold
Understanding Return	1	Outdated	Fair	Obsolete	No To be sold

Various History Books					
World History	1	Outdated	Fair	Obsolete	No To be sold
Various Math Books					
Algebra	2	Outdated	Fair	Obsolete	No To be sold
Elementary Statistics	3	Outdated	Fair	Obsolete	No To be sold
Understanding Statistics	1	Outdated	Fair	Obsolete	No To be sold
Intermediate Algebra	1	Outdated	Fair	Obsolete	No To be sold
Math 65	3	Outdated	Fair	Obsolete	No To be sold
Creative Strategy	1	Outdated	Fair	Obsolete	No To be sold
Making Classic	1	Outdated	Fair	Obsolete	No To be sold
Various Social Studies Books					
Creative Living	40	Outdated	Fair	Obsolete	No To be sold
Sociology and Living	34	Outdated	Fair	Obsolete	No To be sold
Glencoe Health	12	Outdated	Fair	Obsolete	No To be sold
Child & Adult Care	1	Outdated	Fair	Obsolete	No To be sold

Guide to Good Food	4	Outdated	Fair	Obsolete	No To be sold
Creative Living	2	Outdated	Fair	Obsolete	No To be sold
Various Literature Books					
Literature Gold	1	Outdated	Fair	Obsolete	No To be sold
Various Library Books					
Who Killed My Daughter	1	Outdated	Fair	Obsolete	No To be sold
American Speed	1	Outdated	Fair	Obsolete	No To be sold
Two Princesses	1	Outdated	Fair	Obsolete	No To be sold
Bulletproof News	2	Outdated	Fair	Obsolete	No To be sold
Rites Of Passage	1	Outdated	Fair	Obsolete	No To be sold
A Writers Guide	1	Outdated	Fair	Obsolete	No To be sold
Dictionaries	10	Outdated	Fair	Obsolete	No To be sold
Roget's Thesaurus	1	Outdated	Fair	Obsolete	No To be sold
Stepping Through	1	Outdated	Fair	Obsolete	No To be sold

*Books have been viewed by the Education Division and deemed unusable, obsolete, and/or out-of-date, damaged, and ready for sale, or destruction.

**If not sold, will be destroyed.

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 02/16/2012

FROM 01/10/2012 TO 02/06/2012

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
F64A0163	ROSSIER PARK HIGH SCHOOL	28,235.50	28,235.50	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
F64A0164	ROSSIER PARK HIGH SCHOOL	29,562.00	29,562.00	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
F64A0165	YI, DAVID	1,100.00	1,100.00	0119283039 5805	SYS/OTHER PUPIL / INSTRUCTIONAL PROF
F64A0166	EXPRESS SCRIPTS INC.	2,500,000.00	2,500,000.00	6900690060 5895	HEALTH AND WELF/ENTERP / CLAIMS -
F64A0167	INTECH HEALTH VENTURES	21,061.50	21,061.50	6900690060 5812	HEALTH AND WELF/ENTERP / ADMIN FEE -
F64A0168	BENISTAR HARTFORD	469,557.57	305,212.42	0100000010 3701	GEN FUND/INSTR / RETIREE
			164,345.15	0100000010 3702	GEN FUND/INSTR / RETIREE BENEFITS-CLASSIFIED
F64A0169	ROSSIER PARK HIGH SCHOOL	46,607.00	46,607.00	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
F64C0149	C2 REPROGRAPHICS	404.06	404.06	0118118072 5810	GRAPHICS/GENL ADM / NON-INSTRUCTIONAL
F64C0233	E.G. AIRE HEATING AND AIR COND	19,460.00	19,460.00	0120239081 6490	ANAHEIM/PLUMB/MO / EQUIPMENT - OTHER
F64C0234	ALVARADO PAINTING, A	2,495.00	2,495.00	0144237081 5610	LEX/PAINT/MO / REPAIRS/MAINT - O/S SERVICES
F64C0235	EZ LINE STRIPING CORPORATION	1,200.00	1,200.00	0123238081 5610	SA/PAVING/MO / REPAIRS/MAINT - O/S SERVICES
F64C0236	ICS SERVICE CO	400.00	400.00	0128231081 5610	CY/ELECTRIC/MO / REPAIRS/MAINT - O/S SERVICES
F64C0237	J AND A FENCE	11,850.00	11,850.00	0123232081 5610	SA/FENCE/MO / REPAIRS/MAINT - O/S SERVICES
F64C0238	A 1 FENCE COMPANY	1,434.00	1,434.00	0123232081 5610	SA/FENCE/MO / REPAIRS/MAINT - O/S SERVICES
F64C0239	ALVARADO PAINTING, A	300.00	300.00	0120237081 5610	ANAHEIM/PAINT/MO / REPAIRS/MAINT - O/S
F64C0240	ALVARADO PAINTING, A	975.00	975.00	0131237081 5610	BR/PAINT/MO / REPAIRS/MAINT - O/S SERVICES
F64C0241	BROOKS INSTALLATIONS	1,750.00	1,750.00	0135230081 5610	DALE/GENERAL/MO / REPAIRS/MAINT - O/S
F64C0242	SUPERIOR FILTRATION PRODUCTS I	10,267.61	10,267.61	0110235081 4347	MAINTENANCE/HVAC/MO / OPERATIONS SUPPLIES
F64C0243	J AND A FENCE	1,475.00	1,475.00	0148232081 5610	HANDEL/FENCE/MO / REPAIRS/MAINT - O/S
F64C0244	SPLASH PLUMBING	2,000.00	2,000.00	0120239081 5610	ANAHEIM/PLUMB/MO / REPAIRS/MAINT - O/S
F64C0245	TOMARK SPORTS INC.	395.00	395.00	0127230081 5610	KE/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
F64C0246	ALVARADO PAINTING, A	795.00	795.00	0144237081 5610	LEX/PAINT/MO / REPAIRS/MAINT - O/S SERVICES
F64C0247	LEONARD CHAIDEZ TREE SERVICE	550.00	550.00	0134220081 5610	OPERATIONS - GENERAL / REPAIRS/MAINT - O/S

ANAHEIM UHSD

**PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 02/16/2012**

FROM 01/10/2012 TO 02/06/2012

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
F64C0248	LEONARD CHAIDEZ TREE SERVICE	550.00	550.00	0123220081 5610	OPERATIONS - GENERAL / REPAIRS/MAINT - O/S
F64C0249	DHK PLUMBING AND PIPING	1,500.00	1,500.00	0123239081 5610	SA/PLUMB/MO / REPAIRS/MAINT - O/S SERVICES
F64C0250	CASE AND SONS CONSTRUCTION INC	4,270.00	4,270.00	0138239081 5610	BALL/PLUMB/MO / REPAIRS/MAINT - O/S SERVICES
F64C0251	JETS WEST JETTING AND DRAIN CL	500.00	500.00	0123239081 5610	SA/PLUMB/MO / REPAIRS/MAINT - O/S SERVICES
F64C0252	ALVARADO PAINTING, A	300.00	300.00	0137237081 5610	SY/PAINT/MO / REPAIRS/MAINT - O/S SERVICES
F64C0253	BOBCAT OF CERRITOS INC.	2,229.59	2,229.59	0111220081 5610	OPERATIONS - GENERAL / REPAIRS/MAINT - O/S
F64C0254	AMERICAN ALLIANCE FOR HEALTH	1,120.00	1,120.00	0117326010 5210	PEP GRANT/INSTR / TRAVEL AND CONFERENCE
F64C0255	BCT ENTERTAINMENT	718.69	718.69	0100970081 4355	COMMUNITY SERVICE/MO / MAINTENANCE
F64C0256	C TECH CONSTRUCTION INC.	290.00	290.00	0123230081 5610	SA/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
F64C0257	DHK PLUMBING AND PIPING	875.00	875.00	0128239081 5610	CY/PLUMB/MO / REPAIRS/MAINT - O/S SERVICES
F64C0258	ALVARADO PAINTING, A	1,135.00	785.00	0120237081 5610	ANAHEIM/PAINT/MO / REPAIRS/MAINT - O/S
			175.00	0127237081 5610	KE/PAINT/MO / REPAIRS/MAINT - O/S SERVICES
			175.00	0138237081 5610	BALL/PAINT/MO / REPAIRS/MAINT - O/S SERVICES
F64C0259	RS ROOFING	2,300.00	2,300.00	0150241081 5610	ADMIN/ROOF/MO / REPAIRS/MAINT - O/S SERVICES
F64C0260	AIREMASTERS AIR CONDITIONING	500.00	500.00	0128235081 5610	CY/HVAC/MO / REPAIRS/MAINT - O/S SERVICES
F64C0261	CASE AND SONS CONSTRUCTION INC	1,900.00	1,900.00	0120237081 5610	ANAHEIM/PAINT/MO / REPAIRS/MAINT - O/S
F64C0262	ALVARADO PAINTING, A	300.00	300.00	0137237081 5610	SY/PAINT/MO / REPAIRS/MAINT - O/S SERVICES
F64C0263	TOMARK SPORTS INC.	1,116.29	1,116.29	0123230081 4410	SA/GENERAL/MO / EQUIPMENT -
F64C0264	C ENTERPRISES	1,448.27	949.96	0120230081 5610	ANAHEIM/GENERAL/MO / REPAIRS/MAINT - O/S
			498.31	0123230081 5610	SA/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
F64C0265	ATLANTIC ELECTRIC CO	15,777.77	1,509.06	0121231081 5610	WESTERN/ELECTRIC/MO / REPAIRS/MAINT - O/S
			403.81	0122231081 5610	MA/ELECTRIC/MO / REPAIRS/MAINT - O/S
			976.19	0123231081 5610	SA/ELECTRIC/MO / REPAIRS/MAINT - O/S SERVICES
			1,784.38	0124231081 5610	LOARA/ELECTRIC/MO / REPAIRS/MAINT - O/S
			3,224.75	0125231081 5610	KA/ELECTRIC/MO / REPAIRS/MAINT - O/S SERVICES
			3,018.69	0134231081 5610	WA/ELECTRIC/MO / REPAIRS/MAINT - O/S

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F64C0265	*** CONTINUED ***				
F64C0266	DHK PLUMBING AND PIPING	1,500.00	1,500.00	0125239081 5610	KA/PLUMB/MO / REPAIRS/MAINT - O/S SERVICES
F64C0267	DIGITAL ELECTRIC	1,650.00	1,650.00	0123231081 5610	SA/ELECTRIC/MO / REPAIRS/MAINT - O/S SERVICES
F64C0268	DHK PLUMBING AND PIPING	1,000.00	1,000.00	0140239081 5610	SOUTH/PLUMB/MO / REPAIRS/MAINT - O/S
F64C0269	C TECH CONSTRUCTION INC.	325.00	325.00	0134230081 5610	WA/GENERAL/MO / REPAIRS/MAINT - O/S
F64R1042	ACORN MEDIA	918.04	918.04	0142140027 4320	OXFORD/SCH ADM/SCH ADM / OTHER
F64R1096	MACKIN LIBRARY MEDIA	9,000.00	9,000.00	0128456010 4210	CY/EIALEP/INSTR / BOOKS AND REFERENCE
F64R1098	KENNY THE PRINTER	16,600.52	7,017.22 9,583.30	0127000010 4310 0128000010 4310	KE/INSTR / INSTRUCTIONAL MATL & SUPPLIES CY/INSTR / INSTRUCTIONAL MATL & SUPPLIES
F64R1100	SUMMIT LEARNING	153.08	153.08	0137032010 4310	SY/GEN SCI/INSTR / INSTRUCTIONAL MATL &
F64R1101	BUREAU OF EDUCATION AND RESEAR	458.00	458.00	0140000010 5210	SOUTH/INSTR / TRAVEL AND CONFERENCE
F64R1102	WARD'S NATURAL SCIENCE EST	844.27	844.27	0137032010 4310	SY/GEN SCI/INSTR / INSTRUCTIONAL MATL &
F64R1103	DEPARTMENT OF GENERAL SERVICES	80.00	80.00	0104104072 5821	CERT HR/GENL ADM / LEGAL FEES
F64R1104	CADA CENTRAL	590.00	590.00	0127025040 5210	KE/ANCIL / TRAVEL AND CONFERENCE
F64R1105	DEPARTMENT OF INDUSTRIAL RELAT	30,950.75	30,950.75	6800680060 5811	WORKERS COMP/ENTERP / ADMIN FEE - WORKERS
F64R1106	WHY TRY INC.	300.00	300.00	0123381010 5210	SA/TITLE I/INSTR / TRAVEL AND CONFERENCE
F64R1107	BENNER METALS	450.56	450.56	0137019010 4310	SY/MANUF TECH/INSTR / INSTRUCTIONAL MATL &
F64R1108	SEHI COMPUTER PRODUCTS	331.87	331.87	0140002010 4310	SOUTH/BUS ED/INSTR / INSTRUCTIONAL MATL &
F64R1109	STAPLES TECHNOLOGY SOLUTIONS	472.84	202.64	0132140027 4320	OR/SCH ADM/SCH ADM / OTHER OFFICE/MISC
F64R1110	STAPLES TECHNOLOGY SOLUTIONS	1,596.78	1,596.78	0132381010 4310	OR/ECIAI/INSTR / INSTRUCTIONAL MATL &
F64R1111	GUNTHERS ATHLETIC SERVICE	7,126.95	7,126.95	0140000027 4320 0125028081 5630	SO/SCHOOL ADMINISTRATION / OTHER KATELLA/ATHLETCS/FIELD SUPP /

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F64R1112	STAPLES TECHNOLOGY SOLUTIONS	127.97	127.97	0128140027 4320	CY/SCH ADM/SCH ADM / OTHER OFFICE/MISC
F64R1113	STAPLES TECHNOLOGY SOLUTIONS	74.08	74.08	0128252011 4310	CY/MILD MODERATE/SE SEP CL/NSE /
F64R1114	FLINN SCIENTIFIC INC	220.15	220.15	0137032010 4310	SY/GEN SCI/INSTR / INSTRUCTIONAL MATL &
F64R1115	CONCEPTS SCHOOL AND OFFICE FUR	197.09	197.09	01222004010 4310	MA/ENGLISH/INSTR / INSTRUCTIONAL MATL &
F64R1116	SCHOOL SPACE SOLUTIONS	374.28	374.28	0127140027 4320	KE/SCH ADM / OTHER OFFICE/MISC SUPPLIES
F64R1117	OCDE	1,080.00	1,080.00	0144591510 5880	LEX/LOC GRANT/GIFT / OTHER OPERATING
F64R1118	FOLLETT EDUCATIONAL SERVICES	213.35	213.35	0168000010 4110	GI SOUTH/INSTR / APPROVED TEXTS/CORE CURR
F64R1119	PIONEER DRAMA SERVICE INC	436.63	436.63	0140006010 4310	SOUTH/THEATER/INSTR / INSTRUCTIONAL MATL
F64R1120	BARNES AND NOBLE	2,962.24	2,962.24	0120532010 4210	AN/GREAR UP/INSTR / BOOKS AND REFERENCE
F64R1121	UPSTART	73.19	73.19	0131591524 4315	BR/LOCAL GIFTS & GRANTS/LMT /
F64R1122	OCDE	130.00	130.00	0151508140 5880	AN PREP FOUNDATION/ANCILLARY / OTHER
F64R1123	OCDE	130.00	130.00	0151508140 5880	AN PREP FOUNDATION/ANCILLARY / OTHER
F64R1124	WHITTIER UNION HIGH SCHOOL DIS	975.00	975.00	0119283021 5210	SYS/SUPV INST / TRAVEL AND CONFERENCE
F64R1125	INDEPENDENT LIVING AIDS	392.47	392.47	0119283011 4310	SYS/INSTR / INSTRUCTIONAL MATL & SUPPLIES
F64R1126	ENABLING TECHNOLOGIES	257.18	257.18	0119283032 4320	SYS/PSYCH / OTHER OFFICE/MISC SUPPLIES
F64R1127	CLIA LABORATORY PROGRAM	150.00	150.00	0119283039 5880	SYS/OTHER PUPIL / OTHER OPERATING EXPENSES
F64R1128	JONES SCHOOL SUPPLY	221.11	221.11	0121000031 4320	WESTERN/GUID / OTHER OFFICE/MISC SUPPLIES
F64R1129	MUSEUM OF LATIN AMERICAN ART	240.00	240.00	0137000010 4310	SY/INSTR / INSTRUCTIONAL MATL & SUPPLIES
F64R1130	STAPLES TECHNOLOGY SOLUTIONS	118.83	118.83	0119283011 4310	SYS/INSTR / INSTRUCTIONAL MATL & SUPPLIES
F64R1131	STAPLES TECHNOLOGY SOLUTIONS	118.83	118.83	0119283011 4310	SYS/INSTR / INSTRUCTIONAL MATL & SUPPLIES
F64R1132	CRUCIAL TECHNOLOGY	86.19	86.19	0119283011 4310	SYS/INSTR / INSTRUCTIONAL MATL & SUPPLIES
F64R1133	SUPPLYMASTER	63.18	63.18	0119283039 4310	SYS/OTHER PUPIL / INSTRUCTIONAL MATL &
F64R1134	SCHOOL SPACE SOLUTIONS	250.52	250.52	0119283039 4310	SYS/OTHER PUPIL / INSTRUCTIONAL MATL &
F64R1135	ULINE	137.20	137.20	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES

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F64R1136	TROXELL COMMUNICATIONS INC	765.59	765.59	0134140027 4320	WA/SCH ADM/SCH ADM / OTHER OFFICE/MISC
F64R1137	MOORE MEDICAL CORP.	262.56	262.56	0119283021 4320	SYS/SUPV INST / OTHER OFFICE/MISC SUPPLIES
F64R1138	LOZANO AND SMITH	450.00	450.00	0119283011 5210	SYS/INSTR / TRAVEL AND CONFERENCE
F64R1139	COUNTY OF ORANGE	31,490.88	31,490.88	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
F64R1140	COUNTY OF ORANGE	29,337.54	29,337.54	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
F64R1141	SAN BERNARDINO COUNTY	150.00	150.00	0119283021 5210	SYS/SUPV INST / TRAVEL AND CONFERENCE
F64R1142	WEST SHIELD ADOLESCENT SERVICE	2,882.62	2,882.62	0119283031 5880	SYS/GUID / OTHER OPERATING EXPENSES
F64R1143	WILLIAM V MACGILL AND COMPANY	52.35	52.35	0119283021 4320	SYS/SUPV INST / OTHER OFFICE/MISC SUPPLIES
F64R1144	SCHOOL SERVICES OF CALIFORNIA	700.00	700.00	0107107072 5880	ACCTG/GENL ADM / OTHER OPERATING
F64R1145	SCHOOL HEALTH CORPORATION	69.29	69.29	0119283021 4320	SYS/SUPV INST / OTHER OFFICE/MISC SUPPLIES
F64R1146	CSUN CENTER ON DISABILITIES	1,365.00	1,365.00	0119283021 5210	SYS/SUPV INST / TRAVEL AND CONFERENCE
F64R1147	OCAD ASSOCIATION	1,015.00	30.00	0122140027 4310	MA/SCH ADM / INSTRUCTIONAL MATL & SUPPLIES
			985.00	0122140027 5880	MA/SCH ADM / OTHER OPERATING EXPENSES
F64R1148	CRYSTAL GLASS AND MIRROR	11,900.00	11,900.00	0125234081 5610	KA/GLASS/MO / REPAIRS/MAINT - O/S SERVICES
F64R1149	OCDE	75.00	75.00	0119283021 5210	SYS/SUPV INST / TRAVEL AND CONFERENCE
F64R1150	PLACENTIA YORBA LINDA USD	20.00	20.00	0119283021 5210	SYS/SUPV INST / TRAVEL AND CONFERENCE
F64R1151	AMERICAN LIBRARY ASSOC	71.34	71.34	0134000024 4315	WA/L M T / LIBRARY/MEDIA/TECH SUPPLIES
F64R1152	HUMPHREY, DEANNA	100.00	100.00	0140177072 5230	RISK MANGMNT/GENERAL ADMIN /
F64R1153	CADA CENTRAL	705.00	705.00	0144025040 5210	LEX/ASB/ANCIL / TRAVEL AND CONFERENCE
F64R1154	NATIONAL COUNCIL FOR COMMUNITY	1,450.00	1,450.00	0120381010 5210	ANAHEIM/ECIA1/INSTR / TRAVEL AND
F64R1155	U.S. DEPARTMENT OF TREASURY	3,240.71	3,240.71	69000690060 5461	HEALTH AND WELF/ENTERP / INSURANCE - HMO
F64R1156	LRP PUBLICATIONS	551.83	551.83	0119283021 4210	SYS/SUPV INST / BOOKS AND REFERENCE
F64R1157	CALIFORNIA DEPARTMENT OF EDUCA	185.81	185.81	0153399021 4210	TITLE II IMPR TCHR QUAL - ED / BOOKS AND
F64R1158	CATERSOURCE	739.00	739.00	0127393010 5210	KE/VEA-2B/INSTR / TRAVEL AND CONFERENCE

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F64RI159	SPANLEY, MICHELE	107.54	107.54	0123177072 5230	RISK MANAGEMENT/GEN ADMIN /
F64RI160	SOCIAL THINKING PUBLISHING	1,089.17	1,089.17	0119283011 4210	SYS/INSTR / BOOKS AND REFERENCE MATERIAL
F64RI161	MARTINEZ, APOLONIO	307.00	307.00	0147177072 5230	RISK MANGMNT/GENERAL ADMIN /
F64RI162	MIELKE, TOM	500.00	500.00	0128177072 5230	RISK MANAGEMENT/OTHER / REIMBURSABLE EXP
F64RI163	CLAIM RETENTION SERVICES	689.00	689.00	0177177072 5810	RISK MANAGEMENT / NON-INSTRUCTIONAL PROF
F64RI164	OCDE	650.00	650.00	0119283021 5210	SYS/SUPV INST / TRAVEL AND CONFERENCE
F64RI165	SILVER STATE COACH INC	1,146.75	1,146.75	0124000010 5620	LOARA/INSTR / RENTALS/OPERATING LEASES
F64RI166	COLLEGE BOARD	180.00	180.00	0125381510 5210	KA/TITLE I/PD/INSTRUCTION / TRAVEL AND
F64RI167	ACTION DOOR REPAIR CORP.	1,029.60	1,029.60	0120230081 5610	ANAHEIM/GENERAL/MO / REPAIRS/MAINT - O/S
F64RI168	LOPEZ CONSTRUCTION	11,200.00	11,200.00	0125230081 5610	KA/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
F64RI169	BILL'S HYDROSEED	625.00	625.00	0134222081 5610	OPERATIONS - GROUNDS / REPAIRS/MAINT - O/S
F64RI170	CABE	1,685.00	1,685.00	0163456021 5210	EIALEP / SUPR INST / TRAVEL AND CONFERENCE
F64RI171	COLLEGE BOARD	205.00	205.00	0120000010 5210	ANAHEIM/INSTR / TRAVEL AND CONFERENCE
F64RI172	OCDE	1,080.00	540.00	0132000010 5880	OR/INSTR / OTHER OPERATING EXPENSES
			540.00	0132025040 5880	OR/ANCIL / OTHER OPERATING EXPENSES
F64RI173	STAPLES ADVANTAGE	183.18	183.18	0122140027 4320	MA/SCH ADM / OTHER OFFICE/MISC SUPPLIES
F64RI174	ONE DAY SIGNS	663.74	663.74	0124140027 4320	LOARA/SCH ADM / OTHER OFFICE/MISC SUPPLIES
F64RI175	CHEFS' TOYS	10,264.97	4,064.89	0127393010 4310	KE/VEA-2B/INSTR / INSTRUCTIONAL MATL &
			6,125.08	0127393010 4410	KE/VEA-2B/INSTR / EQUIPMENT -
			75.00	0127393010 5610	KE/VEA-2B/INSTR / REPAIRS/MAINT - O/S SERVICES
F64RI176	FIVE STAR RUBBER STAMP INC	99.12	99.12	0120140027 4320	ANAHEIM/SCH ADM / OTHER OFFICE/MISC
F64RI177	HP DIRECT	473.32	473.32	0124000031 4320	LOARA/GUID / OTHER OFFICE/MISC SUPPLIES
F64RI178	SEHI COMPUTER PRODUCTS	398.24	398.24	0131025040 4310	BR/ASB/ANCIL / INSTRUCTIONAL MATL &
F64RI179	APPLE INC	297.29	297.29	0153381021 4310	SP PR ADM/ECIAI/SUPV INST / INSTRUCTIONAL
F64RI180	LACOE	90.00	90.00	0119283021 5210	SYS/SUPV INST / TRAVEL AND CONFERENCE

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F64R1181	C AND A ATHLETICS	736.80	736.80	0123025040 4310	SA/ASB/ANCIL / INSTRUCTIONAL MATL &
F64R1182	ANAHEIM BAND INSTRUMENTS INC	1,756.33	1,756.33	0120007010 4410	ANAHEIM/INS MUS/INSTR / EQUIPMENT -
F64R1183	CLASSIC PARTY RENTALS	539.33	539.33	0120000010 5620	ANAHEIM/INSTR / RENTALS/OPERATING LEASES
F64R1184	WARDS MEDIA TECH	5,167.70	5,167.70	0128393010 4410	CY/VEA-2B/INSTR / EQUIPMENT -
F64R1185	ANAHEIM BAND INSTRUMENTS INC	2,584.06	2,584.06	0124000010 4310	LOARA/INSTR / INSTRUCTIONAL MATL &
F64R1186	B AND H PHOTO VIDEO INC	13,148.55	13,148.55	0127393010 4310	KE/VEA-2B/INSTR / INSTRUCTIONAL MATL &
F64R1187	SUPPLYMASTER	150.63	150.63	0123000031 4320	SA/GUID / OTHER OFFICE/MISC SUPPLIES
F64R1188	STAPLES TECHNOLOGY SOLUTIONS	1,061.67	1,061.67	0140381010 4310	SOUTH/ECIAI/INSTR / INSTRUCTIONAL MATL &
F64R1189	SUPPLYMASTER	95.97	95.97	0125251011 4310	COMM HDCP/SE SEP CL/NSEV / INSTRUCTIONAL
F64R1190	STAPLES TECHNOLOGY SOLUTIONS	59.41	59.41	0124000010 4310	LOARA/INSTR / INSTRUCTIONAL MATL &
F64R1191	STAPLES TECHNOLOGY SOLUTIONS	202.65	202.65	0123252011 4310	SAV/MILD MODERATE/SE SEP CL NS /
F64R1192	STAPLES TECHNOLOGY SOLUTIONS	58.70	58.70	0123004010 4310	SA/ENGLISH/INSTR / INSTRUCTIONAL MATL &
F64R1193	STAPLES TECHNOLOGY SOLUTIONS	335.11	335.11	0125000031 4320	KA/GUID / OTHER OFFICE/MISC SUPPLIES
F64R1194	STAPLES TECHNOLOGY SOLUTIONS	62.26	62.26	0123037010 4310	SA/SOC SCI/INSTR / INSTRUCTIONAL MATL &
F64R1195	STAPLES TECHNOLOGY SOLUTIONS	59.41	59.41	0124140027 4320	LOARA/SCH ADM / OTHER OFFICE/MISC SUPPLIES
F64R1196	STAPLES TECHNOLOGY SOLUTIONS	67.55	67.55	0128000031 4320	CY/GUID / OTHER OFFICE/MISC SUPPLIES
F64R1197	CALHOUN, STEVEN R.	450.00	450.00	0121007010 5610	WESTERN/INS MUS/INSTR / REPAIRS/MAINT - O/S
F64R1198	MOREY'S MUSIC STORE	358.55	358.55	0121007010 4310	WESTERN/INS MUS/INSTR / INSTRUCTIONAL MATL
F64R1199	MOREY'S MUSIC STORE	1,661.94	1,661.94	0121007010 4310	WESTERN/INS MUS/INSTR / INSTRUCTIONAL MATL
F64R1200	NASCO MODESTO	219.36	219.36	0127393010 4310	KE/VEA-2B/INSTR / INSTRUCTIONAL MATL &
F64R1201	THINKING MAPS INC.	2,843.75	2,843.75	0125381510 4310	KA/TITLE I/DP/INSTRUCTION / INSTRUCTIONAL
F64R1202	NASCO MODESTO	4,365.25	4,365.25	0128393010 4310	CY/VEA-2B/INSTR / INSTRUCTIONAL MATL &
F64R1203	ACORN MEDIA	1,717.55	1,717.55	0114114072 4347	WAREHOUSE/GENL ADM / OPERATIONS SUPPLIES -
F64R1204	CADA CENTRAL	1,211.74	1,211.74	0128025040 5210	CY/ASB/ANCIL / TRAVEL AND CONFERENCE

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F64R1205	FOLLETT EDUCATIONAL SERVICES	387.89	387.89	0125257511 4110	EMOTION DISTRB/SE SEP CL/SEV / APPROVED
F64R1206	ANAHEIM BAND INSTRUMENTS INC	3,735.69	3,735.69	0131000010 4410	BR/INSTR / EQUIPMENT - NON-CAPITALIZED
F64R1207	SEHI COMPUTER PRODUCTS	417.76	417.76	0147025040 4310	HOPE/ASB/ANCILLARY / INSTRUCTIONAL MATL &
F64R1208	STAPLES TECHNOLOGY SOLUTIONS	135.10	135.10	0125261012 4310	SE RES SP(RSP)/SE RES SP/NSEV / INSTRUCTIONAL
F64R1209	STAPLES TECHNOLOGY SOLUTIONS	511.90	255.95	0140252011 4310	SO/MILD MODERATE/SE SEP CL/NSE /
			255.95	0140261012 4310	SE RES SP(RSP)/SE RES SP/NSEV / INSTRUCTIONAL
F64R1210	SEHI COMPUTER PRODUCTS	170.21	170.21	0128000010 4310	CY/INSTR / INSTRUCTIONAL MATL & SUPPLIES
F64R1211	BARNES AND NOBLE	870.36	870.36	0127393010 4110	KE/VEA-2B/INSTR / APPROVED TEXTS/CORE CURR
F64R1212	SHERATON ANAHEIM HOTEL	3,540.12	3,540.12	0123141072 5210	WASC PROGRAM / TRAVEL AND CONFERENCE
F64R1213	ULINE	582.84	582.84	0125140027 4320	KA/SCH ADM/SCH ADM / OTHER OFFICE/MISC
F64R1214	NASCO MODESTO	1,014.38	1,014.38	0127035010 4310	KE/PHYSICS/INSTR / INSTRUCTIONAL MATL &
F64R1215	OCDE	660.00	660.00	0119283021 5210	SYS/SUPV INST / TRAVEL AND CONFERENCE
F64R1216	SUMMIT PROFESSIONAL EDUCATION	756.00	756.00	0119283011 5210	SYS/INSTR / TRAVEL AND CONFERENCE
F64R1217	CAL TASH	495.00	495.00	0119283021 5210	SYS/SUPV INST / TRAVEL AND CONFERENCE
F64R1218	GARDENA VALLEY NEWS	315.78	315.78	0125023010 4310	KA/JOURNALISM/INSTR / INSTRUCTIONAL MATL &
F64R1219	HOROWITZ, FREDRIC R.	900.00	900.00	0104104072 5821	CERT HR/GENL ADM / LEGAL FEES
F64R1220	CITY OF ANAHEIM	2,760.00	2,760.00	0123140027 5810	SA/SCH ADM/SCH ADM / NON-INSTRUCTIONAL
F64R1221	HOROWITZ, FREDRIC R.	2,700.00	2,700.00	0104104072 5821	CERT HR/GENL ADM / LEGAL FEES
F64R1222	COUNTY OF ORANGE	84,022.62	84,022.62	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
F64R1223	NCS PEARSON INC.	77.88	77.88	0119283232 4310	SYS/PSYCH / INSTRUCTIONAL MATL & SUPPLIES
F64R1224	CITY OF ANAHEIM	171.00	171.00	0102102071 5810	SUPT/BRD SUPT / NON-INSTRUCTIONAL PROF
F64R1225	PENNY DASH	311.50	311.50	0102102071 4320	SUPT/BRD SUPT / OTHER OFFICE/MISC SUPPLIES
F64R1226	ANAHEIM CHAMBER OF COMMERCE	200.00	200.00	0102102071 5310	SUPT/BRD SUPT / DUES AND MEMBERSHIPS
F64R1227	HANNA, BARBARA	250.00	250.00	0168177072 5230	RISK MANAGEMENT/GEN ADMIN /

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F64R1228	BARNES AND NOBLE	310.13	310.13	0120000010 4310	ANAHEIM/INSTR / INSTRUCTIONAL MATL &
F64R1229	CERTIFIED ART SUPPLY	167.25	167.25	0127005010 4310	KE/ART/INSTR / INSTRUCTIONAL MATL &
F64R1230	SUPPLYMASTER	83.79	83.79	0127009010 4310	KE/PHOTO/INSTR / INSTRUCTIONAL MATL &
F64R1231	MOORE MEDICAL CORP.	65.88	65.88	0119283021 4320	SYS/SUPV INST / OTHER OFFICE/MISC SUPPLIES
F64R1232	STAPLES ADVANTAGE	498.99	498.99	0115115072 4320	EDUCATION/GENL ADM / OTHER OFFICE/MISC
F64R1233	SCHOOL HEALTH CORPORATION	347.17	347.17	0119283021 4320	SYS/SUPV INST / OTHER OFFICE/MISC SUPPLIES
F64R1234	ORANGE COUNTY REGISTER	665.52	665.52	0112112072 4320	PURCHASING/GENL ADM / OTHER OFFICE/MISC
F64R1235	GOLDEN STATE PAVING CO INC	2,100.00	2,100.00	0134238081 5610	WA/PAVING/MO / REPAIRS/MAINT - O/S SERVICES
F64R1236	LIFE TRENDS GROUP	3,730.62	3,730.62	0119283021 4410	SYS/SUPV INST / EQUIPMENT - NON-CAPITALIZED
F64R1237	SARGENT WELCH LLC	177.50	177.50	0121032010 4310	WESTERN/BIOLOGY/INSTR / INSTRUCTIONAL
F64R1238	CALLOWAY HOUSE INC.	166.60	166.60	0121261012 4310	SE RES SP(RSP)/SE RES SP/NSEV / INSTRUCTIONAL
F64R1239	STAPLES ADVANTAGE	69.82	69.82	0119283039 4310	SYS/OTHER PUPIL / INSTRUCTIONAL MATL &
F64R1240	U S POST OFFICE	380.00	380.00	0114114072 5910	WAREHOUSE/GENL ADM / MAILING COSTS
F64R1241	STAPLES TECHNOLOGY SOLUTIONS	237.65	237.65	0125035010 4310	KA/PHYSICS/INSTR / INSTRUCTIONAL MATL &
F64R1242	STAPLES TECHNOLOGY SOLUTIONS	202.65	202.65	0121000031 4320	WESTERN/GUID / OTHER OFFICE/MISC SUPPLIES
F64R1243	TECH DEPOT	332.95	332.95	0121024010 4310	WESTERN/MATH/INSTR / INSTRUCTIONAL MATL &
F64R1244	TECH DEPOT	333.49	333.49	0168000010 4310	GI SOUTH/INSTR / INSTRUCTIONAL MATL &
F64R1245	GANAHL LUMBER CO	786.94	786.94	0144591510 4310	LEX/LOC GRANT/GIFT / INSTRUCTIONAL MATL &
F64R1246	FISHER SCIENCE EDUCATION	546.82	546.82	0144591510 4310	LEX/LOC GRANT/GIFT / INSTRUCTIONAL MATL &
F64R1247	HAAN CRAFTS LLC	392.30	392.30	0144013010 4310	LEX/HECT/INSTR / INSTRUCTIONAL MATL &
F64R1248	SCHOOL SPECIALTY INC	307.97	307.97	0146163027 4320	CDS/SCHOOL ADMIN / OTHER OFFICE/MISC
F64R1249	MC MAHAN BUSINESS INTERIORS	1,962.07	1,962.07	0128000010 4320	CY/INSTR / OTHER OFFICE/MISC SUPPLIES
F64R1250	BRANDERS	236.12	236.12	0125028040 4320	KA/ATHLET/ANCILLARY / OTHER OFFICE/MISC
F64R1251	O.C.A.D.A.	625.00	625.00	0120000010 5880	ANAHEIM/INSTR / OTHER OPERATING EXPENSES

ANAHEIM UHSD

**PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 02/16/2012**

FROM 01/10/2012 TO 02/06/2012

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
F64R1252	CCSS	210.00	210.00	0128399010 5210	TITLE II IMPR TCHR QUAL - ED / TRAVEL AND
F64S0213	OFFICE DEPOT	75.43	75.43	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
F64S0214	SCHOOL SPECIALTY INC	2,618.07	2,618.07	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
F64S0215	ARCIMATE MANUFACTURING CORP.	279.29	279.29	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
F64S0216	CONTINENTAL CHEMICAL AND SANIT	1,519.28	1,519.28	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
F64S0217	PROVANTAGE	607.20	607.20	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
F64S0218	ACORN MEDIA	2,779.65	2,779.65	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
F64S0219	CHAMPION CHEMICAL CO.	1,000.78	1,000.78	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
F64S0220	SOUTHWEST SCHOOL AND OFFICE SU	5,113.59	5,113.59	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
F64S0221	NASCO MODESTO	866.31	866.31	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
F64S0222	OFFICE DEPOT	122.41	122.41	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
F64S0223	CERTIFIED ART SUPPLY	425.78	425.78	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
F64S0224	ULINE	431.10	431.10	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
F64S0225	SHERWIN WILLIAMS CO., THE	715.35	715.35	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
F64S0226	GENERAL INDUSTRIAL TOOL AND SU	435.14	435.14	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
F64S0227	JEYCO PRODUCTS INC	2,152.87	2,152.87	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
F64S0228	SUPPLYMASTER	7,810.62	7,810.62	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
F64S0229	SARGENT WELCH LLC	1,236.55	1,236.55	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
F64S0230	GALE SUPPLY CO	1,115.64	1,115.64	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
F64S0231	P AND R PAPER SUPPLY CO. INC.	641.03	641.03	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
F64S0232	STAPLES TECHNOLOGY SOLUTIONS	1,621.16	1,621.16	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
F64S0233	UNITED HEALTH SUPPLIES INC	231.08	231.08	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
F64S0234	PSS	121.02	121.02	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
F64S0235	CONTINENTAL CHEMICAL AND SANIT	12,063.69	12,063.69	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES

ANAHEIM UHSD

**PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 02/16/2012**

FROM 01/10/2012 TO 02/06/2012

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
F64S0236	CERTIFIED ART SUPPLY	25.86	25.86	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
F64S0237	OFFICE DEPOT	179.08	179.08	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
F64S0238	SCHOOL SPECIALTY INC	839.19	839.19	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
F64S0239	SOUTHWEST SCHOOL AND OFFICE SU	839.73	839.73	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
F64S0240	PREMIUM QUALITY LIGHTING	769.12	769.12	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
F64S0241	RAYVERN LIGHTING SUPPLY	567.14	567.14	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
F64S0242	WEST LITE SUPPLY CO INC	45.38	45.38	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
F64S0243	BREWER QUILTING AND SEWING SUP	184.64	184.64	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
F64S0244	SOUTHWEST SCHOOL AND OFFICE SU	22,446.48	22,446.48	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
F64S0245	BLICK ART MATERIALS	441.24	441.24	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
F64S0246	PIONEER CHEMICAL CO	5,471.98	5,471.98	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
F64S0247	CANNON SPORTS INC	1,279.67	1,279.67	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
F64T0193	TIGER DIRECT INC	149.32	149.32	0177177072 4320	RISK MANAGEMENT / OTHER OFFICE/MISC
F64T0194	SEHI COMPUTER PRODUCTS	2,112.98	608.79	0122381010 4310	MA/ECIA1/INSTR / INSTRUCIONAL MATL &
			1,504.19	0122381010 4410	MA/ECIA1/INSTR / EQUIPMENT -
F64T0195	T MOBILE	409.44	409.44	0119283021 4320	SYS/SUPV INST / OTHER OFFICE/MISC SUPPLIES
F64T0196	HP DIRECT	996.37	996.37	0119283034 4410	SYS/HEALTH SERVICES / EQUIPMENT -
F64T0197	SEHI COMPUTER PRODUCTS	318.07	318.07	0119283011 4310	SYS/INSTR / INSTRUCIONAL MATL & SUPPLIES
F64T0198	SEHI COMPUTER PRODUCTS	180.56	180.56	0119283039 4320	SYS/OTHER PUPIL / OTHER OFFICE/MISC SUPPLIES
F64T0199	SCHOOL SERVICES OF CALIFORNIA	195.00	195.00	0155155072 4320	BUSINESS/ GENL ADM / OTHER OFFICE/MISC
F64T0200	CDW GOVERNMENT INC.	4,962.21	4,962.21	0108108077 5610	INFO SYSTEM/DP / REPAIRS/MAINT - O/S SERVICES
F64T0201	TROXELL COMMUNICATIONS INC	565.69	565.69	0144252011 4410	LEX/MILD MODERATE/SE SEP CL/NS / EQUIPMENT
F64T0202	ACORN MEDIA	1,315.42	1,116.42	0122393010 4310	MA/VEA-2B/INSTR / INSTRUCIONAL MATL &
			199.00	0122393010 5880	MA/VEA-2B/INSTR / OTHER OPERATING EXPENSES

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 02/16/2012

FROM 01/10/2012 TO 02/06/2012

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
F64T0203	PERIPHERAL SOLUTIONS INC.	156.00	156.00	0131381010 5880	BR/ECLA1/INSTR / OTHER OPERATING EXPENSES
F64T0204	HP DIRECT	1,165.88	1,165.88	0144252011 4410	LEX/MILD MODERATE/SE SEP CL/NS / EQUIPMENT
F64T0205	T MOBILE	409.44	409.44	0156156072 4320	FACILITIES/GENL ADM / OTHER OFFICE/MISC
F64T0206	SEHI COMPUTER PRODUCTS	639.50	639.50	0122393010 4410	MA/VEA-2B/INSTR / EQUIPMENT -
F64T0207	B AND H PHOTO VIDEO INC	1,035.61	1,035.61	0128393010 4410	CY/VEA-2B/INSTR / EQUIPMENT -
F64T0208	B AND H PHOTO VIDEO INC	2,030.97	762.63	0144025040 4310	LEX/ASB/ANCIL / INSTRUCTIONAL MATL &
			1,268.34	0144025040 4410	LEX/ASB/ANCIL / EQUIPMENT - NON-CAPITALIZED
F64T0209	TROXELL COMMUNICATIONS INC	565.69	565.69	0144591510 4410	LEX/LOC GRANT/GIFT / EQUIPMENT -
F64T0210	SOLARWINDS INC.	1,276.84	1,276.84	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
F64T0211	AVEPOINT INC.	6,513.75	6,513.75	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
F64X0495	FROG ENVIRONMENTAL INC.	4,500.00	4,500.00	0179201836 5610	GARAGE/TRN-RG/TRANS / REPAIRS/MAINT - O/S
F64X0496	PINNACLE CLAIMS MANAGEMENT INC	15,000.00	15,000.00	69000690060 5812	HEALTH AND WELF/ENTERP / ADMIN FEE -
F64X0497	FREESTYLE PHOTOGRAPHIC SUPPLIE	1,000.00	1,000.00	0127009010 4310	KE/PHOTO/INSTR / INSTRUCTIONAL MATL &
F64X0498	HOLLANDER GLASS INC	150.00	150.00	0121005010 4310	WESTERN/ART/INSTR / INSTRUCTIONAL MATL &
F64X0499	GENERAL BINDING CORPORATION	600.00	600.00	0122381010 4370	MA/ECLA1/INSTR / REPAIRS - EQUIPMENT
F64X0500	SIGNS AND SUPPLIES	5,000.00	5,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
F64X0501	J.W. PEPPER AND SON INC.	1,000.00	1,000.00	0121007010 4310	WESTERN/INS MUS/INSTR / INSTRUCTIONAL MATL
F64X0502	STATER BROS STORE 60	500.00	500.00	0124013010 4310	LOARA/HECT/INSTR / INSTRUCTIONAL MATL &
F64X0503	INGARDIA BROS. PRODUCE INC.	1,200.00	1,200.00	0125013010 4310	KA/HECT/INSTR / INSTRUCTIONAL MATL &
F64X0504	SAVANNA HIGH SCHOOL	8,000.00	8,000.00	0123028040 5810	SA/ATHLET/ANCILL / NON-INSTRUCTIONAL PROF
F64X0505	THYSSENKRUPP ELEVATOR	20,000.00	20,000.00	0110230081 5610	MAINTENANCE/MO / REPAIRS/MAINT - O/S
	Fund 01 Total:	1,140,232.30			
	Fund 68 Total:	30,950.75			
	Fund 69 Total:	2,539,302.21			

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT

BOARD OF TRUSTEES MEETING 02/16/2012

FROM 01/10/2012 TO 02/06/2012

<u>PO</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>ACCOUNT</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
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Total Amount of Purchase Orders: 3,710,485.26

Purchase Orders - Detail

Anaheim School Dist/Food Services

2/7/2012 7:29:33 AM

Vendor Name		PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
ACTION SALES		2411	1/26/2012	2/15/2012		4300	<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
1	EA	KM-600MAH	Hoshizaki Ice maker, Cube-style	\$2,500.00	\$2,500.00		
1	EA	B-900SF	Hoshizaki Ice Bin, 660LB storage	\$1,128.00	\$1,128.00		
1	EA	HS-2035/HS-2	Top Kit For Above	\$154.00	\$154.00		
					Sales Tax:	\$293.11	
					P.O. Total:	\$4,075.11	
					Vendor Total:	\$4,075.11	
ACE FIXTURE COMPANY		24408	1/23/2012	1/31/2012		5600	<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
1	1	Inv P43640	S/S Fry's palet	\$41.56	\$41.56		
					Sales Tax:	\$0.00	
					P.O. Total:	\$41.56	
ACE FIXTURE COMPANY		24412	1/30/2012	1/31/2012		5600	<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
1	1	Inv P43796	Impluse sealer, 7" Bus Bus, supplies	\$261.61	\$261.61		
					Sales Tax:	\$0.00	
					P.O. Total:	\$261.61	
					Vendor Total:	\$303.17	
HOBART CORPORATION		24414	1/30/2012	1/31/2012		5600	<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
1	1	Inv 8009861	C44A-414, LR 6"HTS 208-240/3 Nat.GAS D	\$1,720.00	\$1,720.00		
					Sales Tax:	\$0.00	
					P.O. Total:	\$1,720.00	
					Vendor Total:	\$1,720.00	
STAPLES ADVANTAGE		24404	1/12/2012	1/31/2012		4300	<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
1	1	Inv 11194936	Markers, Monitor Riser	\$105.51	\$105.51		
1	1	Inv 11210995	Monitor riser (broken)	(\$27.15)	(\$27.15)		
1	1	Inv 11201124	Monitor Riser (replacement)	\$29.29	\$29.29		
					Sales Tax:	\$0.00	
					P.O. Total:	\$107.65	
					Vendor Total:	\$107.65	
PLEXIPLASTICS		24415	2/1/2012	2/1/2012		4300	<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
1	1	Inv 304059	Condiment holder/compartments (3)	\$1,454.63	\$1,454.63		
					Sales Tax:	\$0.00	
					P.O. Total:	\$1,454.63	

Purchase Orders - Detail

Anaheim School Dist/Food Services

2/7/2012 7:29:33 AM

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Vendor Total:						\$1,454.63

Show all data where the Order Date is between 1/10/2012 and 2/6/2012

January 10, 2012 through February 6, 2012

ANAHEIM UHSD 02/06/12 Vendor Check Register Page 1
 MON, FEB 06, 2012, 4:13 PM ---req: KORR-----leg: 64 ----loc: 64FISCAL--job: 12230753 #J330--prog: CR517 <1.01>--report id: CKRECSOC

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
A 1 FENCE COMPANY	V6408537	4355	956.33	956.33	00100623V6409946 1201250169 COBRA64 6469006900605812
ABC SCHOOL EQUIPMENT	V6400047	4355	978.55	978.55	00100624
B AND M LAWN AND GARD	V6400423	4347	430.98	430.98	00100625
BANGKIT USA INC.	V6410523	9320	22,627.50	22,627.50	00100626
BAVCO	V6407678	4347 4355	3.27 0.84	4.11	00100627
BEACON DAY SCHOOL	V6409269	5860	19,021.50	19,021.50	00100628
BUSH, REBECCA	V6403854	5220	32.19	32.19	00100629
CALHOJN, STEVEN R.	V6410969	5610	550.00	550.00	00100630
CALIFORNIA COMMERCIAL	V6400682	4355	275.84	275.84	00100631
CHENLEE, JANET	V6405658	5220	66.32	66.32	00100632
CHILD SHUTTLE	V6406415	5870	2,544.00	2,544.00	00100633
CITY OF ANAHEIM	V6400957	5520 5530 5580	63,724.64 10,932.03 9,720.69	84,377.36	00100634
COMMUNICATIONS CENTER	V6401037	5610	822.89	822.89	00100635
CONTINENTAL CHEMICAL	V6409578	9320	3,171.08	3,171.08	00100636
CVT RECYCLING	V6407455	4347	194.41	194.41	00100637
DEVELOPMENTAL RESOURC	V6401338	5210	129.00	129.00	00100638
DUNN EDWARDS PAINTS	V6401448	4355	267.75	267.75	00100639
EBERHARD EQUIPMENT	V6405532	4347	462.53	462.53	00100640
GROVE, KELLY A.	V6409563	5220	69.38	69.38	00100641
KEMP, CHRISTINE	V6400923	5220	56.89	56.89	00100642
A U H S D FOOD SERVIC	V6400023	4390	73.38	73.38	00100643

EXHIBIT L L

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
AAA ELECTRIC MOTOR SA	V6400033	4355	83.85	83.85	00100644
ACES	V6409808	5860	3,501.25	3,501.25	00100645
ACS BILLING SERVICE	V6400072	5580	3,560.12	3,560.12	00100646
AICHELE, STEVEN G.	V6407891	5610	125.00	125.00	00100647
ALVARADO PAINTING, A	V6406348	5610	720.00	720.00	00100648
ANAHEIM DISPOSAL	V6400256	5580	4,956.61	4,956.61	00100649
ANAHEIM HIGH SCHOOL	V6400260	8699	201.52	201.52	00100650
ARAMARK SPORTS ENTERT	V6400326	4390	1,776.11	1,776.11	00100651
ARAMARK UNIFORM SERVI	V6407528	4388	707.61	707.61	00100652
B AND K ELECTRIC WHOL	V6400623	4355	200.61	200.61	00100653
BALL JR HIGH SCHOOL	V6400433	8699	11.58	11.58	00100654
BIOMETRICS4ALL INC	V6409224	5880	36.00	36.00	00100655
BROOKHURST JUNIOR HIG	V6400602	8699	101.13	101.13	00100656
BUSWEST LLC	V6407892	4376	396.97	396.97	00100657
C TECH CONSTRUCTION I	V6410905	5610	255.00	255.00	00100658
CANYON AUTO GLASS	V6408005	4370	99.04	99.04	00100659
CARSON SUPPLY CO	V6400788	4347	1,163.73	1,163.73	00100660
CITY OF ANAHEIM	V6400957	5520	14,978.42	19,634.99	00100661
		5530	1,955.20		
		5580	2,701.37		
CITY OF ANAHEIM	V6400957	5810	2,760.00	2,760.00	00100662
CITY OF BUENA PARK	V6400958	5530	2,589.35	2,589.35	00100663
COMPUTER GEEKS, THE	V6408823	4320	260.72	979.53	00100664
		4410	718.81		

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
CREATIVE BUS SALES	V6409840	4385	3,840.99	3,840.99	00100665
CREATIVE COOKBOOK	V6400684	4310	2,278.00	2,278.00	00100666
CYPRESS HS ASB	V6405640	8699	114.21	114.21	00100667
DALE JUNIOR HIGH ASB	V6405581	8699	33.10	33.10	00100668
DRAKE SUPPLY COMPANY	V6406285	4370 4376	879.07 570.98	1,450.05	00100669
ECONOMY RENTALS INC	V6401478	5620	60.00	60.00	00100670
EXPRESS PIPE AND SUPP	V6401644	4355	2,553.30	2,553.30	00100671
FARMAN, JUANA	V6406999	5220	126.54	126.54	00100672
FENN TERMITE AND PEST	V6401679	5610	1,700.00	1,700.00	00100673
GAIL MATERIALS	V6401793	4347	1,034.40	1,034.40	00100674
GANAHL LUMBER CO	V6401804	4355	702.51	702.51	00100675
GAS COMPANY, THE	V6404372	5510	334.48	334.48	00100676
GLASBY MAINTENANCE SU	V6401863	4347 9320	119.75 662.92	782.67	00100677
GREATER ANAHEIM SELPA	V6401927	8311	184,937.75	184,937.75	00100678
GUNTHERS ATHLETIC SER	V6401962	5560	183.40	183.40	00100679
HARRIS OFFICE PRODUCT	V6410267	9320	815.89	815.89	00100680
HERITAGE SCHOOL	V6402041	5860	13,204.80	13,204.80	00100681
HILLYARD FLOOR CARE S	V6402055	4310	106.71	106.71	00100682
HOME DEPOT	V6405234	4355	2,473.85	2,473.85	00100683
HORIZON	V6408259	4347	163.79	163.79	00100684
HP DIRECT	V6408671	4410	1,739.89	1,739.89	00100685

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
HP DIRECT	V6408671	4410	193.95	193.95	00100686
INSTITUTE FOR APPLIED	V6408461	5860	11,125.75	11,125.75	00100687
IRON MOUNTAIN	V6409943	5812	135.00	135.00	00100688
JACKSONS A S BREA	V6406346	4347	137.52	137.52	00100689
KATELLA HIGH SCHOOL	V6402515	8699	179.88	179.88	00100690
KENNEDY HIGH SCHOOL	V6402571	8699	84.66	84.66	00100691
KONICA MINOLTA BUSINE	V6403156	5620	2,193.59	2,193.59	00100692
LETTER PERFECT SIGNS	V6402726	4347	48.49	48.49	00100693
LEXINGTON JUNIOR HIGH	V6402729	8699	351.96	351.96	00100694
LIBRARY VIDEO COMPANY	V6402738	4310	186.75	186.75	00100695
MAGNOLIA HIGH SCHOOL	V6402920	8699	54.92	54.92	00100696
MC FADDEN DALE HARDWA	V6403056	4355	205.79	205.79	00100697
MEDCO SPORTS MEDICINE	V6405872	4310	1,485.05	1,485.05	00100698
MONTGOMERY HARDWARE C	V6405624	4355	4,249.69	4,249.69	00100699
OCDE	V6403452	7141	91,658.25	91,658.25	00100700
OFFICE DEPOT	V6403421	4320	150.76	150.76	00100701
ORANGEVIEW JR HIGH SC	V6403468	8699	55.76	55.76	00100702
ORGANIZED SPORTSWEAR	V6403474	4310	803.17	803.17	00100703
OXFORD ACADEMY	V6403485	8699	79.71	79.71	00100704
PARADIGM HEALTHCARE S	V6403536	5810	15,500.00	15,500.00	00100705
PARKER AND COVERT LLP	V6403544	5821	3,754.32	3,754.32	00100706
PAXTON PATTERSON	V6403589	4310	393.29	393.29	00100707

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
PCI RACE RADIOS INC.	V6410656	5610	528.41	528.41	00100708
PENNER PARTITIONS INC	V6403625	4355	571.08	571.08	00100709
PHAM, RICK	V6406082	5220	24.70	24.70	00100710
POOL SUPPLY OF ORANGE	V6403700	4347	559.01	559.01	00100711
PRAXAIR	V6403719	4355	45.99	45.99	00100712
PROJECT X MULTIMEDIA	V6410949	4310	323.25	323.25	00100713
PROMOTIONAL CONCEPTS	V6403771	4310	651.40	651.40	00100714
PSS	V6405735	9320	39.90	39.90	00100715
PSYCHOLOGICAL ASSESSM	V6403780	4310	1,721.52	1,721.52	00100716
QWIZDOM INC.	V6407542	4310	1,400.75	1,400.75	00100717
RALPHS GROCERY COMPAN	V6403828	4310	367.06	367.06	00100718
RAYVERN LIGHTING SUPP	V6409867	9320	1,756.41	1,756.41	00100719
REFRIGERATION SUPPLIE	V6403873	4347	1,035.53	1,035.53	00100720
S C MARKETING	V6404053	9320	1,438.57	1,438.57	00100721
SAVANNA HIGH SCHOOL	V6404130	8699	304.40	304.40	00100722
SCHWARTZ, BILLIE	V6400521	5210	130.98	130.98	00100723
SMART AND FINAL IRIS	V6404306	4310	57.24	57.24	00100724
SOUTH JR.H.S. ASB	V6404362	8699	131.40	131.40	00100725
SOUTHERN CALIFORNIA E	V6404370	5520	68,560.66	68,560.66	00100726
SOUTHWEST SCHOOL AND	V6404383	4320	62.06	62.06	00100727
STATER BROS	V6407496	4310	169.97	169.97	00100728
WALKER JR HIGH SCHOOL	V6404990	8699	31.26	31.26	00100729

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
WESTERN HIGH SCHOOL A	V6405044	8699	152.63	152.63	00100730
ZOHO CORPORATION	V6410178	5880	795.00	795.00	00100731
*** CHECK GAP ***					
ALT REV CASH FUND	V6405194	4310	402.96	402.96	00100735
ALT REV CASH FUND	V6405195	4310	510.89	1,000.91	00100736
		4320	18.36		
		4347	119.66		
		5910	352.00		
ALT REV CASH FUND	V6405196	4310	352.12	663.15	00100737
		4390	311.03		
ALT REV CASH FUND	V6405197	4390	105.45	105.45	00100738
ALT REV CASH FUND	V6405197	4316	6.67	842.93	00100739
		4317	101.51		
		4318	65.81		
		4320	101.95		
		4321	244.53		
		4327	96.88		
		4333	21.95		
		4336	203.63		
ALT REV CASH FUND	V6405198	4310	159.84	978.77	00100740
		5880	818.93		
ALTERNATIVE REVOLVING	V6400190	4310	421.65	992.48	00100741
		5880	570.83		
AMERICAN BLEACHER SYS	V6400210	5610	4,400.00	4,400.00	00100742
ARMSTRONG, IAN	V6408439	5210	243.00	243.00	00100743
BAY ALARM COMPANY	V6410926	5610	4,476.65	4,476.65	00100744
BROOKS INSTALLATIONS	V6403919	5610	2,880.00	2,880.00	00100745
CART MAN INC, THE	V6404668	5610	254.84	254.84	00100746
CINTAS FIRE PROTECTIO	V6409713	5610	500.00	500.00	00100747

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
CITY OF ANAHEIM	V6400957	5520	41,211.39	51,710.74	00100748
		5530	5,234.89		
		5580	5,264.46		
DAILY SAW SERVICE	V6409559	5610	37.90	37.90	00100749
ECONOMY RENTALS INC	V6401478	5610	190.75	190.75	00100750
EXPRESS PIPE AND SUPP	V6401644	4355	3,037.90	3,037.90	00100751
FLEET SERVICES INC	V6405625	4370	904.87	2,275.46	00100752
		4376	1,174.49		
		4385	196.10		
FROG ENVIRONMENTAL IN	V6407428	5610	750.00	750.00	00100753
GOLDEN STATE PAVING C	V6408228	5610	1,000.00	1,000.00	00100754
H AND H AUTO PARTS WH	V6401967	4370	301.74	2,462.30	00100755
		4376	1,942.65		
		4385	217.91		
HARRIS OFFICE PRODUCT	V6410267	4320	349.42	349.42	00100756
HD INDUSTRIES	V6401983	4370	5,416.52	5,416.52	00100757
HOME DEPOT	V6405234	4347	25.02	388.23	00100758
		4355	363.21		
HOWARD INDUSTRIES	V6402088	4347	36.85	36.85	00100759
HUMAN WARE INC.	V6405858	4310	291.23	291.23	00100760
ICS SERVICE CO	V6406452	5610	5,330.92	5,330.92	00100761
IDENTICARD SYSTEMS IN	V6402126	4320	246.56	246.56	00100762
INDUSTRIAL DISTRIBUTI	V6402144	9320	89.21	89.21	00100763
JEYCO PRODUCTS INC	V6402332	4385	247.82	1,609.65	00100764
		4387	1,361.83		
KONICA MINOLTA BUSINE	V6403156	5620	5,784.79	5,784.79	00100765

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
LOARA ASB	V6402803	5810	3,020.00	3,020.00	00100766
LOARA ASB	V6402803	8699	23.93	23.93	00100767
MEEHAN, LACEY	V6409733	5210	247.00	247.00	00100768
MOBILE INDUSTRIAL SUP	V6407890	4375	40.00	40.00	00100769
MOUSA, LINA	V6410403	5220	51.34	51.34	00100770
P AND R PAPER SUPPLY	V6407302	9320	160.59	160.59	00100771
PROMAC IMAGE SYSTEMS	V6410099	4310 4320	21,941.03 327.74	22,268.77	00100772
RAE, GEORGIANA	V6401849	5210	235.00	235.00	00100773
STEINBRICK, GAIL	V6408751	5220	68.71	68.71	00100774
TOMARK SPORTS INC.	V6404748	4410	858.50	858.50	00100775
U S BANK	V6406511	5210 5880	507.42 1,843.67	2,351.09	00100776
WOODCRAFT	V6405102	4355 4410	263.47 798.46	1,061.93	00100777
CADA CENTRAL	V6400658	5210	590.00	590.00	00100778
F.M. THOMAS AIR CONDI	V6401651	5610	3,978.29	3,978.29	00100779
FROG ENVIRONMENTAL IN	V6407428	5610	175.00	175.00	00100780
GANAHL LUMBER CO	V6401804	4310	403.90	403.90	00100781
GLASBY MAINTENANCE SU	V6401863	4347	115.65	115.65	00100782
GLOBAL CTI GROUP	V6409893	5880	6,605.08	6,605.08	00100783
HARRIS OFFICE PRODUCT	V6410267	4310	141.17	141.17	00100784
HEROIX	V6410660	5610	2,400.00	2,400.00	00100785
HOME DEPOT	V6405234	4355	327.88	327.88	00100786

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
ICS SERVICE CO	V6406452	5610	4,474.24	4,474.24	00100787
IMAGE APPAREL FOR BUS	V6402628	4345	43.95	2,455.06	00100788
		9320	2,411.11		
JACKSONS A S BREA	V6406346	4347	187.58	2,978.17	00100789
		4370	2,405.17		
		4376	-51.91		
		4385	437.33		
KENNY THE PRINTER	V6408876	4310	16,600.52	16,600.52	00100790
LANGUAGE NETWORK INC	V6409301	5810	265.00	265.00	00100791
LETTER PERFECT SIGNS	V6402726	4355	168.10	168.10	00100792
MC FADDEN DALE HARDWA	V6403056	4376	23.38	23.38	00100793
MILWAUKEE ELECTRIC TO	V6403147	4355	26.46	26.46	00100794
MONTGOMERY HARDWARE C	V6405624	4355	561.73	561.73	00100795
NASCO MODESTO	V6403253	4310	46.50	46.50	00100796
OC LAND MGMT SERVICE	V6405473	4347	468.50	468.50	00100797
OFFICE DEPOT	V6403421	4310	336.70	941.82	00100798
		9320	605.12		
ONE STOP PARTS SOURCE	V6406259	4370	58.00	58.00	00100799
ORANGE COUNTY FIRE PR	V6403457	5610	1,155.08	1,155.08	00100800
ORANGE COUNTY TRANSIT	V6406414	4320	1,014.30	9,877.80	00100801
		5880	8,863.50		
ORVAC ELECTRONICS	V6403479	4320	199.77	508.21	00100802
		4355	308.44		
OXFORD ACADEMY	V6403485	5810	1,932.00	1,932.00	00100803
STATE BOARD OF EQUALI	V6404444	4381	168.08	1,069.88	00100804
		4382	901.80		

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
STATE BOARD OF EQUALI	V6404444	4382	450.90	450.90	00100805
ABSOLUTE SOFTWARE INC	V6410950	4310	2,275.00	2,275.00	00100806
ANAHEIM DISPOSAL	V6400256	5580	2,365.36	2,365.36	00100807
AT AND T	V6400374	5918	19.70	19.70	00100808
AXLE TRANSMISSION XCH	V6405352	4376	6,519.56	6,519.56	00100809
BRADLEY COMPANY, E. B	V6401456	4355	219.20	219.20	00100810
BROOKS INSTALLATIONS	V6403919	5610	1,750.00	1,750.00	00100811
C2 REPROGRAPHICS	V6408990	5810	404.06	404.06	00100812
CALIFORNIA DEPT. OF J	V6400689	5880	5,209.00	5,209.00	00100813
CEMEX	V6404364	4347	899.72	899.72	00100814
CSPCA	V6409770	5310	1,118.00	1,118.00	00100815
DEPARTMENT OF GENERAL	V6409862	5821	80.00	80.00	00100816
EZ LINE STRIPING CORP	V6410193	5610	1,200.00	1,200.00	00100817
MC KINLEY EQUIPMENT C	V6405952	5610	3,925.00	3,925.00	00100818
PAVEL, KATHRYN	V6410970	5210	700.00	700.00	00100819
PIPS	V6407384	3601	194,329.43	259,105.91	00100820
		3602	64,776.48		
PRIMARY AND MULTISPEC	V6407482	5810	50.00	50.00	00100821
R. M. SYSTEMS INC.	V6408802	5610	570.64	570.64	00100822
RENAISSANCE LEARNING	V6403894	4310	10,336.49	10,336.49	00100823
RIVERSIDE COUNTY OFFI	V6403951	5210	100.00	100.00	00100824
ROCKLER WOODWORKING A	V6403987	4310	31.08	31.08	00100825
ROSSIER PARK HIGH SCH	V6405342	5860	20,431.50	20,431.50	00100826

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
TEAM ATHLETICS	V6409439	4310	1,608.17	1,608.17	00100827
TIME AND ALARM SYSTEM	V6404729	4355	611.42	3,602.99	00100828
		5610	2,991.57		
TUPARAN, LUIS	V6410822	5220	61.71	61.71	00100829
VISION COMMUNICATIONS	V6404955	4310	1,961.72	1,961.72	00100830
WEB STORES AMERICA IN	V6410377	4320	216.00	216.00	00100831
YELLOW CAB OF GREATER	V6405135	5870	1,822.00	1,822.00	00100832
*** CHECK GAP ***					
ALVARADO PAINTING, A	V6406348	5610	3,070.00	3,070.00	00100836
FERGUSON ENTERPRISES	V6409823	4355	1,112.92	1,112.92	00100837
FISHER SCIENCE EDUCAT	V6401697	4310	253.43	253.43	00100838
FOKI'S MICROSCOPE AND	V6401720	5610	75.00	75.00	00100839
GALE SUPPLY CO	V6401798	9320	2,035.99	2,035.99	00100840
GANAHL LUMBER CO	V6401804	4355	505.11	505.11	00100841
GAS COMPANY, THE	V6404372	5510	48,928.78	48,928.78	00100842
GOV CONNECTION	V6406748	4320	274.48	274.48	00100843
GRAINGER	V6404982	4355	115.08	115.08	00100844
GUNTERS ATHLETIC SER	V6401962	4310	670.36	670.36	00100845
HARRIS OFFICE PRODUCT	V6410267	9320	6,914.32	6,914.32	00100846
HERNANDEZ, JOSE	V6408762	5880	1,020.00	1,020.00	00100847
HOME DEPOT	V6405234	4347	107.69	133.84	00100848
		4355	26.15		
HOWARD INDUSTRIES	V6402088	4347	133.02	133.02	00100849

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
IMPERIAL PRODUCTS INC	V6402137	4355	3,181.07	3,181.07	00100850
J. M. MCKINNEY CO.	V6402219	4355	339.97	339.97	00100851
JACKSONS A S BREA	V6406346	4347	110.47	110.47	00100852
JEYCO PRODUCTS INC	V6402332	4347	320.03	320.03	00100853
KNORR SYSTEMS	V6402610	4347	8,145.71	8,145.71	00100854
NATIONAL HISTORY DAY	V6409070	4310	109.69	109.69	00100855
OFFICE DEPOT	V6403421	4320	250.50	250.50	00100856
ORANGE COUNTY FIRE PR	V6403457	5610	25.00	25.00	00100857
ORANGE COUNTY REGISTE	V6403461	5880	495.60	495.60	00100858
RED ROCK CANYON SCHOO	V6410336	5860	2,640.00	2,640.00	00100859
SHARPAT KITS INC	V6410935	4310	28,847.74	28,847.74	00100860
A 1 FENCE COMPANY	V6408537	4355	338.33	338.33	00100861
ACOUSTICAL MATERIAL S	V6400070	4355	514.98	514.98	00100862
ALLIANCE ENVIRONMENTA	V6400169	5610	600.00	600.00	00100863
APPLE INC	V6400319	4320 4410	20.47 3,458.07	3,478.54	00100864
APPLETREE ANSWERING S	V6403802	5918	690.00	690.00	00100865
AWARDS BY PAUL	V6400412	4320	173.48	173.48	00100866
B AND K ELECTRIC WHOL	V6400623	4355	1,662.78	1,662.78	00100867
B AND M LAWN AND GARD	V6400423	4347	596.58	596.58	00100868
BANGKIT USA INC.	V6410523	9320	22,627.50	22,627.50	00100869
BAVCO	V6407678	4355	125.00	125.00	00100870
BISHOP CO.	V6400530	9320	400.57	400.57	00100871

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
BLICK ART MATERIALS	V6401357	4310	181.99	181.99	00100872
BOBCAT OF CERRITOS IN	V6410676	4347	844.29	844.29	00100873
BRADLEY COMPANY, E. B	V6401456	4355	115.59	115.59	00100874
BUDDY'S ALL STARS INC	V6406311	4310	1,353.78	1,353.78	00100875
CAMERON WELDING SUPPL	V6400741	4320 4355	27.46 27.46	54.92	00100876
CANNON SPORTS INC	V6400749	4310	4,111.74	4,111.74	00100877
CAROLINA BIOLOGICAL S	V6400778	4310	946.80	946.80	00100878
CARSON SUPPLY CO	V6400788	4347 4355	232.04 449.53	681.57	00100879
CART MAN INC, THE	V6404668	5610	89.33	89.33	00100880
CENTER FOR LEARNING	V6400836	4210	89.49	89.49	00100881
CINNAMON HILLS YOUTH	V6407425	5860	35,427.00	35,427.00	00100882
CITY OF ANAHEIM	V6400957	5520 5530	13.57 90.06	103.63	00100883
CITY OF ANAHEIM	V6400957	5810	574.00	574.00	00100884
COASTAL ENTERPRISES	V6401001	4310	887.32	887.32	00100885
CONSOLIDATED DISPOSAL	V6401069	5580	6,210.58	6,210.58	00100886
CRYSTAL GLASS AND MIR	V6401153	4355	1,208.29	1,208.29	00100887
D AND H SERVICE CENTE	V6410945	4310	484.88	484.88	00100888
HERITAGE SCHOOL	V6402041	5860	3,301.20	3,301.20	00100889
KONICA MINOLTA BUSINE	V6403156	5620	3,726.72	3,726.72	00100890
RED ROCK CANYON SCHOO	V6410336	5860	13,640.00	13,640.00	00100891
S.P.A.R.K.	V6410566	4310	274.74	274.74	00100892

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
SACRAMENTO STATE COLL	V6410844	5210	25.00	25.00	00100893
SCHOLASTIC BOOK CLUBS	V6404147	4310	192.52	192.52	00100894
SCHOOL SPECIALTY INC	V6404173	4310 9320	352.13 3,062.44	3,414.57	00100895
SCHORR METALS INC	V6404179	4355	1,095.12	1,095.12	00100896
SCIENCE KIT INC AND B	V6404183	4310	624.05	624.05	00100897
SEHI COMPUTER PRODUCT	V6404221	4310 4320 4410	1,329.99 412.49 732.70	2,475.18	00100898
SHAMROCK SUPPLY CO.	V6409920	9320	581.86	581.86	00100899
SHERWIN WILLIAMS CO.,	V6410919	9320	232.74	232.74	00100900
SIEMENS WATER TECHNOL	V6408457	5610	442.14	442.14	00100901
SILVER KITE	V6410925	4310	51.02	51.02	00100902
SKS INC	V6404058	4384	1,344.93	1,344.93	00100903
SMART AND FINAL IRIS	V6404306	4310	1,240.30	1,240.30	00100904
SOCCER CENTRAL	V6404320	4310	381.44	381.44	00100905
SOCIAL STUDIES SCHOOL	V6404322	4310	720.98	720.98	00100906
SOUTHWEST SCHOOL AND	V6404383	9320	16,274.11	16,274.11	00100907
SPEECH AND LANGUAGE	V6404400	5860	9,839.25	9,839.25	00100908
STAPLES ADVANTAGE	V6410116	4310 4316 4320 9320	370.21 86.57 855.90 1,740.52	3,053.20	00100909
STAPLES TECHNOLOGY SO	V6410937	4310 4311 4320	924.36 336.30 897.55	2,158.21	00100910

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
STUDENT VENTURE	V6410016	4310	1,579.40	1,579.40	00100911
SUPPLYMASTER	V6404538	4310 9320	2,027.30 3,981.41	6,008.71	00100912
TUPARAN, LUIS	V6410822	5220	126.93	126.93	00100913
WESTRUX INTERNATIONAL	V6405053	4376 4385	21.49 64.45	85.94	00100914
WESTRUX INTERNATIONAL	V6405053	4370	935.28	935.28	00100915
WILSON SPORTING GOODS	V6407451	4410	2,994.96	2,994.96	00100916
ANAHEIM UNION HIGH SC	V6400267	5454	49,369.87	49,369.87	00100917
BULB SOURCE	V6410175	4320	1,062.00	1,062.00	00100918
CLIA LABORATORY PROGR	V6409846	5880	150.00	150.00	00100919
EARNEST, RUSSELL	V6404041	5230	500.00	500.00	00100920
IPC USA INC.	V6410467	4381 4382	29,192.57 51,797.93	80,990.50	00100921
MUSEUM OF LATIN AMERI	V6403224	4310	240.00	240.00	00100922
MUSEUM OF TOLERANCE	V6403225	5880	566.50	566.50	00100923
PRECISION AUTO GLASS	V6410840	5610	60.00	60.00	00100924
TEACHER'S DISCOVERY	V6404620	4310	363.94	363.94	00100925
TECH DEPOT	V6408408	4310 4320	832.90 876.98	1,709.88	00100926
*** CHECK GAP ***					
ANDERSON, MICHAEL K.	V6409650	5210	700.00	700.00	00100933
CASE AND SONS CONSTRU	V6400796	6216	44,714.70	44,714.70	00100934
COCO PRINTING AND GRA	V6410045	4320	2,237.97	2,237.97	00100935

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
DEVEREUX TEXAS TREATM	V6401339	5860	10,382.04	10,382.04	00100936
DUCA, JASON	V6407065	5220	109.33	109.33	00100937
FEDERAL EXPRESS	V6401675	5910	90.94	90.94	00100938
FLINN SCIENTIFIC INC	V6401708	4310	93.13	93.13	00100939
FREESTYLE PHOTOGRAPHI	V6401761	4310	494.91	494.91	00100940
FRIENDLY COMMUNITY OU	V6410239	5805	300.00	300.00	00100941
GOLDEN STATE WATER CO	V6408018	5530	9,099.32	9,099.32	00100942
HERITAGE SCHOOL	V6402041	5860	6,720.00	6,720.00	00100943
*** VOID CONTINUE ***	VOID.CONTINU		0.00	0.00	00100944
HOME DEPOT	V6405234	4347	112.84	1,978.36	00100945
		4355	1,865.52		
INSTITUTE FOR APPLIED	V6408461	5860	12,074.00	12,074.00	00100946
JACKSONS A S BREA	V6406346	4347	387.50	1,331.32	00100947
		4370	308.62		
		4375	146.22		
		4376	248.46		
		4385	240.52		
JACOBSON, MORGAN	V6410646	5220	70.82	70.82	00100948
JOSTENS	V6402437	4320	2,755.44	2,755.44	00100949
KATELLA HIGH SCHOOL	V6402515	5810	4,151.00	4,151.00	00100950
KRUEGER, CELESTE	V6409442	5220	64.10	64.10	00100951
LOPEZ, CYNTHIA D.	V6407771	5220	68.26	68.26	00100952
POPOVICH, DONALD	V6407076	5210	700.00	700.00	00100953
SENGLAUB, GREG	V6410972	5210	1,050.00	1,050.00	00100954
BEST BEST AND KRIEGER	V6400491	5821	5,141.28	5,141.28	00100955

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
COUNTY OF ORANGE	V6401112	5860	60,828.42	60,828.42	00100956
NEW DIRECTIONS FOR AC	V6410889	5805	63,000.00	63,000.00	00100957
ALT REV CASH FUND	V6405194	4316	21.44	979.94	00100958
		4317	79.84		
		4320	164.73		
		4323	172.07		
		4327	509.06		
		4339	25.77		
		5910	7.03		
ALT REV CASH FUND	V6405195	4336	271.02	354.39	00100959
		4337	46.75		
		4339	36.62		
ALT REV CASH FUND	V6405196	4320	196.48	196.48	00100960
ALT REV CASH FUND	V6405197	4320	238.09	449.18	00100961
		4390	211.09		
ALT REV CASH FUND	V6405198	4310	154.07	566.40	00100962
		4320	412.33		
ALT REV CASH FUND	V6405198	4310	298.42	298.42	00100963
ALTERNATIVE REVOLVING	V6400190	4320	274.36	274.36	00100964
ALVARADO PAINTING, A	V6406348	5610	975.00	975.00	00100965
AT AND T MCI	V6406157	5918	1,511.61	1,511.61	00100966
CASE AND SONS CONSTRU	V6400796	5610	4,270.00	4,270.00	00100967
COMPREHENSIVE DRUG TE	V6410899	5810	580.20	580.20	00100968
*** VOID CONTINUE ***	VOID.CONTINU		0.00	0.00	00100969
FENN TERMITE AND PEST	V6401679	5610	1,671.00	1,671.00	00100970
FISHER SCIENCE EDUCAT	V6401697	4310	533.45	533.45	00100971
FLEET SERVICES INC	V6405625	4370	66.07	167.71	00100972
		4376	101.64		

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
NEXTEL COMMUNICATIONS	V6403356	5918	2,105.30	2,105.30	00100973
NORTH ORANGE COUNTY R	V6403384	7223	108,185.85	108,185.85	00100974
PITNEY BOWES	V6403677	5910	7,122.39	7,122.39	00100975
RALPHS GROCERY COMPAN	V6403828	4310	1,428.01	1,428.01	00100976
RALPHS GROCERY COMPAN	V6403828	4310	219.26	219.26	00100977
SAN BERNARDINO COUNTY	V6404095	5210	150.00	150.00	00100978
SMART AND FINAL IRIS	V6404306	4310 4320	241.64 68.32	309.96	00100979
SPICERS PAPER INC	V6404405	4320	6,101.58	6,101.58	00100980
SPLASH PLUMBING	V6410614	5610	701.00	701.00	00100981
STATER BROS	V6407496	4310	168.57	168.57	00100982
T. DAVIS AND ASSOCIAT	V6410605	5810	3,500.00	3,500.00	00100983
TUTORING USA INC	V6408640	5805	2,630.23	2,630.23	00100984
UNITED PARCEL SERVICE	V6408429	5910	256.09	256.09	00100985
WESTRUX INTERNATIONAL	V6405053	4376	378.55	378.55	00100986
*** CHECK GAP ***					
BANK OF AMERICA ACCOU	V6407184	5880	52,684.82	52,684.82	00100990
WEST SHIELD ADOLESCEN	V6405037	5880	2,882.62	2,882.62	00100991
GALE SUPPLY CO	V6401798	9320	22,469.27	22,469.27	00100992
GALLS	V6410497	4380	387.70	387.70	00100993
GANAHL LUMBER CO	V6401804	4355	339.16	339.16	00100994
GARY'S RADIATOR SERVI	V6401818	4376	75.00	75.00	00100995
GAYLORD BROS	V6401821	9320	461.34	461.34	00100996

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
GCR TIRE CENTERS	V6409136	4386	181.92	181.92	00100997
GEARY PACIFIC SUPPLY	V6401824	4347	126.07	126.07	00100998
GILMAN, GARY R.	V6410259	4320	720.00	720.00	00100999
GLASBY MAINTENANCE SU	V6401863	4347	405.96	405.96	00101000
GRAINGER	V6404982	4347 4355	37.19 596.77	633.96	00101001
GRAYBAR ELECTRIC COMP	V6401918	4355	100.43	100.43	00101002
GUNTERS ATHLETIC SER	V6401962	4310	680.01	680.01	00101003
H AND H AUTO PARTS WH	V6401967	4385	862.31	862.31	00101004
HOME DEPOT	V6405234	4347 4355	20.81 1,122.68	1,143.49	00101005
HOP SPORTS INC	V6410717	4310	52.69	52.69	00101006
HOWARD INDUSTRIES	V6402088	4347	455.10	455.10	00101007
HP DIRECT	V6408671	4310 4410	117.45 1,316.54	1,433.99	00101008
HUMPHREY, DEANNA	V6408493	5230	100.00	100.00	00101009
IMPERIAL PRODUCTS INC	V6402137	4355	2,315.04	2,315.04	00101010
J.W. PEPPER AND SON I	V6402214	4310	491.76	491.76	00101011
JEYCO PRODUCTS INC	V6402332	4375	1,363.93	1,363.93	00101012
JOSTENS	V6402437	4320	4,557.35	4,557.35	00101013
MORRIS, KATHY	V6402537	5220	58.00	58.00	00101014
PARADIGM HEALTHCARE S	V6403536	5810	2,118.28	2,118.28	00101015
PARKER AND COVERT LLP	V6403544	5821	3,559.82	3,559.82	00101016
SCHOOL SPACE SOLUTION	V6409933	4410	2,019.24	2,019.24	00101017

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
SPANLEY, MICHELE	V6407830	5230	107.54	107.54	00101018
STUTZ ARTIANO SHINOFF	V6408054	5821	86,138.77	86,138.77	00101019
TANKS A LOT	V6404594	5610	380.00	380.00	00101020
TEACHER'S DISCOVERY	V6404620	4310	150.92	150.92	00101021
THINKING MAPS INC.	V6409045	4310	16,795.53	16,795.53	00101022
THOMPSON'S BUILDING M	V6404721	4347	165.44	165.44	00101023
TOLEDO P.E. SUPPLY CO	V6404740	4310	539.62	539.62	00101024
TOSHIBA BUSINESS SOLU	V6403528	5610	20.30	20.30	00101025
TRAFFIC CONTROL SERVI	V6404774	4347 4355	134.15 159.81	293.96	00101026
TREE HOUSE INC, THE	V6410663	4310 4312 4313 4314 4320 4336	146.43 161.57 108.61 429.86 64.49 107.53	1,018.49	00101027
TROXELL COMMUNICATION	V6404796	4410	1,569.93	1,569.93	00101028
ULINE	V6406546	4320	575.84	575.84	00101029
UNION AUTO SERVICE CE	V6404840	4370 5610	826.65 585.53	1,412.18	00101030
UNITED HEALTH SUPPLIE	V6404851	9320	174.92	174.92	00101031
UNITED STATES ACADEMI	V6404818	4310	494.57	494.57	00101032
US AIR CONDITIONING D	V6404317	4347	48.00	48.00	00101033
US GAMES INC	V6404813	4310 4410	1,212.89 1,034.39	2,247.28	00101034
US HEALTHWORKS MEDICA	V6410909	5810	75.00	75.00	00101035

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
VERNIER SOFTWARE	V6404919	4310	1,791.49	1,791.49	00101036
VITAL LINK ORANGE C	V6404963	5805	2,500.00	2,500.00	00101037
WALKER JR HIGH SCHOOL	V6404990	5810	365.00	365.00	00101038
WALTERS WHOLESale	V6409053	4355	375.32	375.32	00101039
WARD'S NATURAL SCIENC	V6404999	4310	1,152.97	1,152.97	00101040
WAXIE SANITARY SUPPLY	V6405008	9320	2,804.14	2,804.14	00101041
WEST COAST BATTERIES	V6405029	4370 4376	342.59 1,039.73	1,382.32	00101042
WEST LITE SUPPLY CO I	V6405035	9320	819.76	819.76	00101043
WEST PAYMENT CENTER	V6407958	5880	248.88	248.88	00101044
WURTH USA INC	V6408563	4375 4387	268.92 309.95	578.87	00101045
XEROX	V6405124	4320	261.94	261.94	00101046
*** CHECK GAP ***					
PARADISE CANYON SYSTE	V6409631	5810	7,150.50	7,150.50	00101050
SEHI COMPUTER PRODUCT	V6404221	4310 4320 4410	8,407.98 842.79 9,486.55	18,737.32	00101051
A 1 FENCE COMPANY	V6408537	4355	286.84	286.84	00101052
A U H S D FOOD SERVIC	V6400023	4310 4390	61.13 56.58	117.71	00101053
A Z PARTS SALES	V6409623	4385	200.20	200.20	00101054
A+ EDUCATIONAL CENTER	V6409869	5805	160.00	160.00	00101055
AAA ELECTRIC MOTOR SA	V6400033	4355	146.80	146.80	00101056
AARDVARK CLAY AND SUP	V6400035	4310	1,180.26	1,180.26	00101057

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
ACORN MEDIA	V6400068	4310 4320	452.55 918.03	1,370.58	00101058
ACOUSTICAL MATERIAL S	V6400070	4355	199.54	199.54	00101059
ADT SECURITY SYSTEMS	V6400100	5610	529.72	529.72	00101060
AMERICA SHREDDING	V6409570	5810	411.50	411.50	00101061
AMERICAN MEDICAL AND	V6405265	9320	1,501.50	1,501.50	00101062
ANAHEIM BAND INSTRUME	V6400251	4310	2,584.06	2,584.06	00101063
APPLE INC	V6400319	4310 5880	300.00 1,917.00	2,217.00	00101064
ARAMARK UNIFORM SERVI	V6407528	4388	401.09	401.09	00101065
ARCMATE MANUFACTURING	V6410685	9320	279.29	279.29	00101066
ARMSTRONG, IAN	V6408439	5220	91.58	91.58	00101067
ART SUPPLY WAREHOUSE	V6400350	4310	34.32	34.32	00101068
B AND K ELECTRIC WHOL	V6400623	4355	97.44	97.44	00101069
B AND M LAWN AND GARD	V6400423	4347	178.03	178.03	00101070
BAVCO	V6407678	4347	616.50	616.50	00101071
BAY ALARM COMPANY	V6410926	5610	1,975.00	1,975.00	00101072
BENISTAR HARTFORD	V6410980	3701 3702	45,212.42 24,345.15	69,557.57	00101073
BILINGUAL DICTIONARIE	V6400513	4210	211.60	211.60	00101074
BLICK ART MATERIALS	V6401357	4310 4313	188.96 236.17	425.13	00101075
BRADLEY COMPANY, E. B	V6401456	4355	91.42	91.42	00101076
C TECH CONSTRUCTION I	V6410905	5610	290.00	290.00	00101077

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
C2 REPROGRAPHICS	V6400990	5880	307.23	307.23	00101078
CALHOUN, STEVEN R.	V6410969	5610	450.00	450.00	00101079
CALIFORNIA DEPT. OF J	V6400689	5880	1,688.00	1,688.00	00101080
CALIFORNIA SCHOOL MAN	V6409922	5810	2,300.00	2,300.00	00101081
CENTER FOR DRUG FREE	V6400833	5210	780.00	780.00	00101082
CITY OF ANAHEIM	V6400957	5520	24.94	8,459.47	00101083
		5530	4,826.72		
		5580	3,607.81		
DUNN EDWARDS PAINTS	V6401448	4355	875.00	875.00	00101084
MOUSA, LINA	V6410403	5220	19.71	19.71	00101085
PCI RACE RADIOS INC.	V6410656	5610	172.29	172.29	00101086
PENSKE CHEVROLET OF C	V6404050	4370	52.77	52.77	00101087
PERIPHERAL SOLUTIONS	V6406788	5880	156.00	156.00	00101088
PERMA BOUND	V6403638	4110	44.44	44.44	00101089
PINEDA'S NURSERY INC	V6403670	4347	3,375.26	3,375.26	00101090
PIONEER CHEMICAL CO	V6403672	9320	2,600.87	2,600.87	00101091
PIONEER DRAMA SERVICE	V6403673	4310	400.95	400.95	00101092
POOL SUPPLY OF ORANGE	V6403700	4347	2,029.04	2,029.04	00101093
PONTACRAFT INC	V6408319	4355	1,336.10	1,336.10	00101094
PRO ONE INC.	V6410351	4384	777.77	777.77	00101095
PROFESSIONAL TUTORS O	V6407161	5805	1,768.00	1,768.00	00101096
RED ROCK CANYON SCHOO	V6410336	5860	2,625.00	2,625.00	00101097
REEL LUMBER SERVICE	V6403871	4310	375.83	375.83	00101098

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
REFRIGERATION SUPPLIE	V6403873	4347 4355	558.81 16.07	574.88	00101099
RHODE ISLAND NOVELTY	V6407641	4310	303.60	303.60	00101100
ROSSIER PARK HIGH SCH	V6405342	5860	10,991.00	10,991.00	00101101
RUSSELL SIGLER INC.	V6410420	4347	3,121.45	3,121.45	00101102
S.P.A.R.K.	V6410566	4310	7,203.00	7,203.00	00101103
SARGENT WELCH LLC	V6404124	4310	3,758.64	3,758.64	00101104
SCHOLASTIC BOOK CLUBS	V6404147	4210 4320	3,561.64 342.10	3,903.74	00101105
SCHOLASTIC INC	V6404150	4310	1,017.50	1,017.50	00101106
SCHOOL SPECIALTY INC	V6404173	4323 4330 9320	39.19 39.19 700.16	778.54	00101107
SCHORR METALS INC	V6404179	4355	131.81	131.81	00101108
SIGNS AND SUPPLIES	V6410977	4355	1,324.25	1,324.25	00101109
SKS INC	V6404058	4384	767.51	767.51	00101110
SOUTHWEST SCHOOL AND	V6404383	9320	1,162.02	1,162.02	00101111
SPEECH AND LANGUAGE	V6404400	5860	7,079.00	7,079.00	00101112
SPICERS PAPER INC	V6404405	4320	126.78	126.78	00101113
STAPLES ADVANTAGE	V6410116	4320 9320	171.84 363.07	534.91	00101114
STAPLES TECHNOLOGY SO	V6410937	4310 4320	631.31 1,707.04	2,338.35	00101115
SUMMIT LEARNING	V6404520	4310	140.08	140.08	00101116
SUPPLYMASTER	V6404538	4310	706.37	706.37	00101117

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
SOURCE	V6410466	4337	662.53	662.53	00101118
SYLVAN LEARNING CENTE	V6410245	5805	1,204.00	1,204.00	00101119
TIGER DIRECT INC	V6406757	4320	139.25	139.25	00101120
UPSTART	V6404880	4315	70.80	70.80	00101121
VAVRINEK TRINE DAY	V6404910	5820	3,000.00	3,000.00	00101122
WARD'S NATURAL SCIENC	V6404999	4310	849.82	849.82	00101123
XEROX	V6405124	4320	592.18	592.18	00101124
XPEDX	V6403312	9320	2,967.86	2,967.86	00101125
*** CHECK GAP ***					
1 TO 1 STUDY BUDDY TU	V6410957	5805	560.00	560.00	00101128
AAA ELECTRIC MOTOR SA	V6400033	4347	438.73	438.73	00101129
ACORN MEDIA	V6400068	9320	2,754.09	2,754.09	00101130
ANAHEIM CHAMBER OF CO	V6400252	5310	200.00	200.00	00101131
ANGELUS WATERPROOFING	V6410928	5610	2,662.41	2,662.41	00101132
ART SUPPLY WAREHOUSE	V6400350	4310	91.72	91.72	00101133
B AND K ELECTRIC WHOL	V6400623	4355	237.14	237.14	00101134
BEN'S ASPHALT AND MAI	V6406381	5610	10,948.50	10,948.50	00101135
BEST CONTRACTING SERV	V6409909	5610	4,143.64	4,143.64	00101136
CAL TASH	V6410621	5210	495.00	495.00	00101137
CALIFORNIA COMMERCIAL	V6400682	4355	239.21	239.21	00101138
CANYON AUTO GLASS	V6408005	4370	131.62	331.62	00101139
		5610	200.00		
CARSON SUPPLY CO	V6400788	4347	977.12	1,243.94	00101140

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
		5610	266.82		
CEMEX	V6404364	5610	1,373.17	1,373.17	00101141
CHAMPION CHEMICAL CO.	V6400860	9320	1,000.78	1,000.78	00101142
CITY OF ANAHEIM	V6400957	5810	2,931.00	2,931.00	00101143
COUNTY OF ORANGE	V6401112	5860	84,022.62	84,022.62	00101144
E.G. AIRE HEATING AND	V6409954	6490	19,460.00	19,460.00	00101145
EAGLE SOFTWARE	V6409157	5610 5880	26,100.00 7,900.00	34,000.00	00101146
FLINN SCIENTIFIC INC	V6401708	4310	168.68	168.68	00101147
FOLLETT EDUCATIONAL S	V6401724	4110	153.35	153.35	00101148
FOLLETT LIBRARY RESOU	V6401725	4210	716.90	716.90	00101149
GANAHL LUMBER CO	V6401804	4355	499.46	499.46	00101150
GARDENA VALLEY NEWS	V6401808	4310	315.78	315.78	00101151
GASELPA	V6406517	5805	5,730.84	5,730.84	00101152
GRAINGER	V6404982	4375	58.32	58.32	00101153
HOME DEPOT	V6405234	4347 4355	5.36 484.18	489.54	00101154
HORIZON	V6408259	4347	389.62	389.62	00101155
IDENTICARD SYSTEMS IN	V6402126	4320	831.21	831.21	00101156
INLAND TOP SOIL	V6402153	4347	1,831.75	1,831.75	00101157
J.W. PEPPER AND SON I	V6402214	4310	573.00	573.00	00101158
JACKSONS A S BREA	V6406346	4347	40.35	40.35	00101159
LEONARD CHAIDEZ TREE	V6402714	5610	550.00	550.00	00101160

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
LIBRARY STORE, THE	V6402737	4310	35.80	386.78	00101161
		4315	-45.66		
		4320	396.64		
LOZANO AND SMITH	V6402847	5210	450.00	450.00	00101162
MARTINEZ, APOLONIO	V6407237	5230	307.00	307.00	00101163
MATCO TECH	V6403024	5610	616.17	616.17	00101164
MC FADDEN DALE HARDWA	V6403056	4347	51.94	352.47	00101165
		4355	300.53		
MC KINLEY EQUIPMENT C	V6405952	5610	297.72	297.72	00101166
MEDCO SPORTS MEDICINE	V6405872	4320	2,194.71	2,194.71	00101167
MIELKE, TOM	V6408220	5230	500.00	500.00	00101168
MILWAUKEE ELECTRIC TO	V6403147	4355	259.75	259.75	00101169
MOBILE INDUSTRIAL SUP	V6407890	4375	241.30	241.30	00101170
MONJARAS AND WISEMEYER	V6410873	5810	538.45	538.45	00101171
NORTH ORANGE COUNTY R	V6403384	7223	162,673.11	162,673.11	00101172
OCAD ASSOCIATION	V6405541	4310	30.00	1,015.00	00101173
		5880	985.00		
OCDE	V6403452	4310	43.10	193.95	00101174
		4320	150.85		
OCDE	V6403452	5880	2,420.00	2,420.00	00101175
OFFICE DEPOT	V6403421	4310	5.92	1,271.34	00101176
		9320	1,265.42		
ORANGE COUNTY CIRCUIT	V6409403	4355	64.65	64.65	00101177
ORVAC ELECTRONICS	V6403479	4347	57.60	57.60	00101178
PENNY DASH	V6410981	4320	311.50	311.50	00101179

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
PRAXAIR	V6403719	4355	424.06	424.06	00101180
RS ROOFING	V6410610	5610	4,295.00	4,295.00	00101181
RYLAARSDAM, MICHAEL	V6408791	5210	1,776.48	1,776.48	00101182
SCHOOL SPECIALTY INC	V6404173	9320	2,632.56	2,632.56	00101183
SILVER STATE COACH IN	V6409164	5620	1,146.75	1,146.75	00101184
STUTZ ARTIANO SHINOFF	V6408054	5821	43,112.68	43,112.68	00101185
*** CHECK GAP ***					
ACOUSTICAL MAYERIAL S	V6400070	4355	99.78	99.78	00101191
ADVANCED OFFICE SERVI	V6408685	4320	2,189.25	2,189.25	00101192
ALVARADO PAINTING, A	V6406348	5610	195.00	195.00	00101193
B AND K ELECTRIC WHOL	V6400623	4355	104.45	104.45	00101194
B AND M LAWN AND GARD	V6400423	4347	19.40	19.40	00101195
BOBCAT OF CERRITOS IN	V6410676	4347	187.81	187.81	00101196
CARSON SUPPLY CO	V6400788	4347 4355	2,388.42 789.46	3,177.88	00101197
CHILD SHUTTLE	V6406415	5870	2,450.00	2,450.00	00101198
CLARK SECURITY PRODUC	V6400966	4355	514.92	514.92	00101199
CONTINENTAL CHEMICAL	V6409578	9320	8,837.00	8,837.00	00101200
CRUCIAL TECHNOLOGY	V6407028	4310	86.19	86.19	00101201
CRYSTAL GLASS AND MIR	V6401153	4355	336.52	336.52	00101202
D AND H SERVICE CENTE	V6410945	4310	484.88	484.88	00101203
DARTCO TRANSMISSION S	V6401258	4376	3,118.75	3,118.75	00101204
DAY WIRELESS SYSTEMS	V6410025	4320	501.88	501.88	00101205

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
DEMCO INC	V6401318	4310	13.49	135.41	00101206
		4315	92.68		
		4320	29.24		
DHK PLUMBING AND PIP	V6409955	5610	875.00	875.00	00101207
DYNAVOX SYSTEMS LLC	V6409679	4310	222.00	222.00	00101208
ECONOMY RENTALS INC	V6401478	5610	159.52	934.78	00101209
		5620	775.26		
EDUCATIONAL TESTING S	V6401522	4310	13,848.24	13,848.24	00101210
ENABLING TECHNOLOGIES	V6407585	4320	189.68	189.68	00101211
EWING IRRIGATION PROD	V6401634	4347	48.69	259.14	00101212
		4355	210.45		
EXPRESS PIPE AND SUPP	V6401644	4355	468.70	468.70	00101213
HEAT TRANSFER Solutio	V6410898	6490	22,225.01	22,225.01	00101214
HOROWITZ, FREDRIC R.	V6410286	5821	3,600.00	3,600.00	00101215
MC MAHAN BUSINESS INT	V6405408	4320	2,330.09	10,123.48	00101216
		4410	7,793.39		
*** CHECK GAP ***					
ACES	V6409808	5860	2,920.00	2,920.00	00101219
CAL LIFT INC	V6400664	5610	1,481.95	1,481.95	00101220
CARNEY EDUCATIONAL SE	V6408638	5805	945.00	945.00	00101221
CART MAN INC, THE	V6404668	5610	436.48	436.48	00101222
CITY OF ANAHEIM	V6400957	5520	172,694.13	215,454.45	00101223
		5530	21,856.07		
		5580	20,904.25		
CLAIM RETENTION SERVI	V6408940	5810	689.00	689.00	00101224
CORREIA, FRANCES	V6401738	5220	51.89	51.89	00101225

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
DEVEREUX TEXAS TREATM	V6401339	5860	1,207.50	1,207.50	00101226
JIM DAVIDSON SEWING M	V6409736	5610	1,442.51	1,442.51	00101227
WESTON, DANIEL	V6410826	5210	700.00	700.00	00101228
*** CHECK GAP ***					
FLEET SERVICES INC	V6405625	4376	39,639.40	43,987.30	00101230
		5610	4,347.90		
FLINN SCIENTIFIC INC	V6401708	4310	796.16	796.16	00101231
FREESTYLE PHOTOGRAPHI	V6401761	4310	945.96	945.96	00101232
GALE SUPPLY CO	V6401798	9320	58.19	58.19	00101233
GALLS	V6410497	4380	205.12	205.12	00101234
GANAHL LUMBER CO	V6401804	4355	114.33	114.33	00101235
GARY'S RADIATOR SERVI	V6401818	4370	781.19	781.19	00101236
GENERAL BINDING CORPO	V6401829	4370	425.40	425.40	00101237
GLASBY MAINTENANCE SU	V6401863	4347	319.41	319.41	00101238
GOV CONNECTION	V6406748	4320	208.50	208.50	00101239
GRAINGER	V6404982	4347	61.89	748.14	00101240
		4355	395.03		
		4375	291.22		
GREATER ANAHEIM SELPA	V6401927	7211	1,808.00	334,288.99	00101241
		8311	332,480.99		
H AND H AUTO PARTS WH	V6401967	4385	295.14	295.14	00101242
IPC USA INC.	V6410467	4382	26,559.46	26,559.46	00101243
IRON MOUNTAIN	V6409943	5812	135.00	135.00	00101244
MICHIGAN BRAILLE TRAN	V6405206	4150	872.68	872.68	00101245

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
NEXTEL COMMUNICATIONS	V6403356	5918	2,136.70	2,136.70	00101246
ORANGE COUNTY REGISTE	V6403461	5880	1,274.40	1,274.40	00101247
PARADIGM HEALTHCARE S	V6403536	5810	10,000.00	10,000.00	00101248
PEST OPTIONS INC	V6406848	5610	909.21	909.21	00101249
POOL SUPPLY OF ORANGE	V6403700	4347	1,665.74	1,665.74	00101250
PRAXAIR	V6403719	4355	22.14	22.14	00101251
PRINGLES DRAPERIES AN	V6405953	5610	1,278.92	1,278.92	00101252
REFRIGERATION SUPPLIE	V6403873	4347	852.41	852.41	00101253
REGAL AWARDS	V6403875	4320	1,118.99	1,118.99	00101254
RELIABLE SHEET METAL	V6403891	4355	835.06	835.06	00101255
ROSEBROUGH TOOL CO.	V6404014	4355	153.54	153.54	00101256
RUSSELL SIGLER INC.	V6410420	4347	1,641.65	1,641.65	00101257
S AND R SPORT	V6405382	4310	1,892.82	1,892.82	00101258
S.P.A.R.K.	V6410566	4310	155.69	155.69	00101259
SAFETY KLEEN	V6404072	5610	278.13	278.13	00101260
SAVANNA HIGH SCHOOL	V6405448	5810	3,761.00	3,761.00	00101261
SCHOOL SPECIALTY INC	V6404173	4323 4330	213.39 213.39	426.78	00101262
SCHORR METALS INC	V6404179	4355 4376	212.18 59.48	271.66	00101263
SEHI COMPUTER PRODUCT	V6404221	4310 4320	318.07 180.56	498.63	00101264
SIEMENS WATER TECHNOL	V6408457	5610	353.28	353.28	00101265
SIGNS AND SUPPLIES	V6410977	4355	779.30	779.30	00101266

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
SMART KIDS TUTORING A	V6407162	5805	223.50	223.50	00101267
SOCIAL THINKING PUBLI	V6409144	4210	1,048.49	1,048.49	00101268
SOUTH JHS ASB	V6405227	5810	660.00	660.00	00101269
SOUTHWEST SCHOOL AND	V6404383	9320	2,945.02	2,945.02	00101270
SPICERS PAPER INC	V6404405	4320	628.35	628.35	00101271
SPLASH PLUMBING	V6410614	5610	699.00	699.00	00101272
STAPLES ADVANTAGE	V6410116	4320	183.18	183.18	00101273
STAPLES TECHNOLOGY SO	V6410937	4310 4320	1,563.52 462.07	2,025.59	00101274
STATER BROS	V6407496	4310	113.82	113.82	00101275
STATER BROS MARKET ST	V6404454	4310	184.58	184.58	00101276
SUPERIOR FILTRATION P	V6410872	4347	9,944.81	9,944.81	00101277
SUPPLYMASTER	V6404538	4310 4320 9320	95.97 150.63 7,810.62	8,057.22	00101278
TEXTBOOK WAREHOUSE	V6404663	4150	380.75	380.75	00101279
TIME AND ALARM SYSTEM	V6404729	5610	312.00	312.00	00101280
TOMARK SPORTS INC.	V6404748	4310 5610	2,763.80 1,565.00	4,328.80	00101281
TRADITIONAL AUTO SUPP	V6409571	4370 4376	470.01 426.02	896.03	00101282
TREE HOUSE INC, THE	V6410663	4310 4320	1,211.65 969.64	2,181.29	00101283
TROXELL COMMUNICATION	V6404796	4310 4320	255.19 510.39	765.58	00101284
TURF STAR INC	V6404805	4347	68.78	68.78	00101285

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
ULINE	V6406546	4355 9320	144.43 427.68	572.11	00101286
US AIR CONDITIONING D	V6404317	4347	174.89	174.89	00101287
USC GIS RESEARCH LABO	V6410943	4320	179.86	179.86	00101288
VALUETTINA PIZZA COMPA	V6410252	4310	173.00	173.00	00101289
VEX ROBOTICS INC	V6410612	4310	561.91	561.91	00101290
VOLOGY	V6410934	6490	10,728.70	10,728.70	00101291
WALKER JR HIGH SCHOOL	V6404990	5810	780.00	780.00	00101292
WARD'S NATURAL SCIENC	V6404999	4310	149.77	149.77	00101293
WESTEL COMMUNICATION	V6405039	5610	375.00	375.00	00101294
WORLDWIDE SUPPLY	V6410955	4410 5610	3,220.27 1,066.73	4,287.00	00101295

TOTAL FOR FUND: 0101 GENERAL FUND 3,534,833.57

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
		Object	Object Total		
		3601	194,329.43		
		3602	64,776.48		
		3701	45,212.42		
		3702	24,345.15		
		4110	1,197.79		
		4150	1,253.43		
		4210	5,628.12		
		4310	200,073.00		
		4311	336.30		
		4312	161.57		
		4313	344.78		
		4314	429.86		
		4315	117.82		
		4316	114.68		
		4317	181.35		
		4318	65.81		
		4320	44,985.10		
		4321	244.53		
		4323	424.65		
		4327	605.94		
		4330	252.58		
		4333	21.95		
		4336	582.18		
		4337	709.28		
		4339	62.39		
		4345	43.95		
		4347	50,634.74		
		4355	49,340.44		
		4370	14,404.61		
		4375	2,409.91		
		4376	55,684.64		
		4380	592.82		
		4381	29,360.65		
		4382	79,710.09		
		4384	2,890.21		
		4385	6,602.77		
		4386	181.92		
		4387	1,671.78		
		4388	1,108.70		
		4390	2,533.64		
		4410	37,935.65		
		5210	9,708.88		

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
	5220		1,218.40		
	5230		1,514.54		
	5310		1,318.00		
	5454		49,369.87		
	5510		49,263.26		
	5520		361,207.75		
	5530		56,583.64		
	5560		56,183.40		
	5580		59,291.25		
	5610		130,752.55		
	5620		13,687.11		
	5805		79,021.57		
	5810		64,515.99		
	5812		270.00		
	5820		3,000.00		
	5821		145,386.87		
	5860		330,981.83		
	5870		6,816.00		
	5880		99,438.06		
	5910		7,828.45		
	5918		6,463.31		
	6216		44,714.70		
	6490		52,413.71		
	7141		91,658.25		
	7211		1,808.00		
	7223		270,858.96		
	8311		517,418.74		
	8699		1,912.05		
	9320		155,665.32		

TOTAL FOR FUND: 0101 GENERAL FUND 3,534,833.57

Total Number Of Checks Printed: 645
 Number Of Void Checks Printed: 2
 Number Of Actual Checks Printed: 643

ANAHEIM UHSD 02/06/12 Vendor Check Register
 MON, FEB 06, 2012, 4:13 PM --req: KORR-----leg: 64 ----loc: 64FISCAL--job: 12230753 #J330--prog: CK517 <1.01>--report id: CKREC50C

FUND: 1414 DEFERRED MAINT

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
BUDLONG AND ASSOCIATE	V6409794	5610	1,679.87	1,679.87	00100732
ANDERSON AIR CONDITIO	V6406876	5610	16,500.00	16,500.00	00100927

TOTAL FOR FUND: 1414 DEFERRED MAINT 18,179.87

Object	Object Total
5610	18,179.87
TOTAL FOR FUND: 1414 DEFERRED MAINT	18,179.87

Total Number Of Checks Printed: 2
 Number Of Void Checks Printed: 0
 Number Of Actual Checks Printed: 2

ANAHEIM UHSD 02/06/12 Vendor Check Register
 MON, FEB 06, 2012, 4:13 PM --req: KORR-----leg: 64 -----loc: 64FISCAL--job: 12230753 #J330--prog: CK517 <1.01>--report id: CKRECSOC

FUND: 2545 CAP FAC AGENCY

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
JUBANY NAC ARCHITECTU	V6409796	6212	2,393.47	2,393.47	00100833
KNOWLAND CONSTRUCTION	V6409073	6291	12,672.00	12,672.00	00100834
				*** CHECK GAP ***	
BIG BEN INC	V6410762	6165	10,500.00	10,500.00	00100928
				*** CHECK GAP ***	
TWINING INC	V6404809	6250	901.25	901.25	00101047
				*** CHECK GAP ***	
NEW DIMENSION GENERAL	V6410861	6122	8,319.80	8,319.80	00101186
				*** CHECK GAP ***	
BIG BEN INC	V6410762	6165	90.00	90.00	00101217
				*** CHECK GAP ***	
AT AND T DATACOMM INC	V6409468	4410	4,503.04	53,137.38	00101296
		6216	48,634.34		

TOTAL FOR FUND: 2545 CAP FAC AGENCY 88,013.90

Object	Object Total
4410	4,503.04
6122	8,319.80
6165	10,590.00
6212	2,393.47
6216	48,634.34
6250	901.25
6291	12,672.00
TOTAL FOR FUND: 2545 CAP FAC AGENCY	88,013.90

ANAHEIM UHSD 02/06/12 Vendor Check Register
MON, FEB 06, 2012, 4:13 PM --req: KORR-----leg: 64 ----loc: 64FISCAL--job: 12230753 #J330--prog: CK517 <1.01>--report id: CKRECSOC

FUND: 2545 CAP FAC AGENCY

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
		7			
		0			
		7			

Total Number Of Checks Printed: 7

Number Of Void Checks Printed: 0

Number Of Actual Checks Printed: 7

ANAHEIM UHSD 02/06/12 Vendor Check Register
 MON, FEB 06, 2012, 4:13 PM --req: KORR-----leg: 64 ----loc: 64FISCAL--job: 12230753 #J330--prog: CK517 <1.01>--report id: CKREC50C
 FUND: 4040 SPECIAL RESERVE

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
U S BANK	V6406511	7438	269,487.00	269,487.00	00101187

*** CHECK GAP ***

TOTAL FOR FUND: 4040 SPECIAL RESERVE 269,487.00

Object	Object Total
7438	269,487.00

TOTAL FOR FUND: 4040 SPECIAL RESERVE 269,487.00

Total Number Of Checks Printed: 1
 Number Of Void Checks Printed: 0
 Number Of Actual Checks Printed: 1

ANAHEIM UHSD 02/06/12 Vendor Check Register
 MON, FEB 06, 2012, 4:13 PM --req: KORR-----leg: 64 ----loc: 64FISCAL--job: 12230753 #J330--prog: CK517 <1.01>--report id: CKRECSOC

FUND: 6768 INS-WCI

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
DEPARTMENT OF INDUSTR	V640924	5811	30,950.75	30,950.75	00100835
AUHSD	V6400400	5890	3,438.04	3,438.04	00100929

TOTAL FOR FUND: 6768 INS-WCI 34,388.79

Object	Object Total
5811	30,950.75
5890	3,438.04

TOTAL FOR FUND: 6768 INS-WCI 34,388.79

Total Number Of Checks Printed: 2
 Number Of Void Checks Printed: 0
 Number Of Actual Checks Printed: 2

ANAHEIM UHSD 02/06/12 Vendor Check Register
 MON, FEB 06, 2012, 4:13 PM --req: KORR-----leg: 64 -----loc: 64FISCAL--job: 12230753 #J330--prog: CK517 <1.01>--report id: CKRECSOC
 FUND: 6769 INS - H&W

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
DELTA CARE USA	V6405542	5461	10,561.96	10,561.96	00100733
PINNACLE CLAIMS MANAG	V6409946	5812	103,505.39	103,505.39	00100734
				*** CHECK GAP ***	
ANTHEM BLUE CROSS	V6409810	5461	1,191,649.10	1,191,649.10	00100930
GALLAGHER BENEFIT SER	V6408675	5812	11,000.00	11,000.00	00100931
PINNACLE CLAIMS MANAG	V6409946	5812	43,055.40	43,055.40	00100932
				*** CHECK GAP ***	
AUHSD	V6400400	5891	1,009,817.26	1,009,817.26	00100987
EXPRESS SCRIPTS INC.	V6410974	5895	150,688.33	150,688.33	00100988
U.S. DEPARTMENT OF TR	V6410973	5461	3,241.54	3,241.54	00100989
				*** CHECK GAP ***	
EXPRESS SCRIPTS INC.	V6410974	5895	70,116.13	70,116.13	00101048
INTECH HEALTH VENTURE	V6410976	5812	19,561.50	19,561.50	00101049
				*** CHECK GAP ***	
ANTHEM BLUE CROSS	V6409810	5461	1,194,881.96	1,194,881.96	00101126
PINNACLE CLAIMS MANAG	V6409946	5812	10,362.48	10,362.48	00101127
				*** CHECK GAP ***	
AMERICAN FIDELITY ASS	V6408036	5450	7,391.41	7,391.41	00101188
METLIFE	V6408692	5462	18,257.40	18,257.40	00101189
MHN SERVICES	V6406987	5463	30,878.33	30,878.33	00101190
				*** CHECK GAP ***	

ANAHEIM UNION HIGH SCHOOL DISTRICT
ASB ENDING BALANCES
OCTOBER 2011

Site #	School Name	Prior Month End. Bal.	Beginning Check Number	Ending Check Number	Ending Balance
20	Anaheim	212,894.17	14107	14175	169,268.44
21	Western	231,789.84	9998	10072	221,206.67
22	Magnolia	137,440.62	10289	10406	173,293.52
23	Savanna	521.66	9712	9765	16,040.66
24	Loara	216,073.88	12196	12272	234,525.31
25	Katella	149,825.98	12449	12596	163,760.17
27	Kennedy	396,264.61	11103	11233	371,850.79
28	Cypress	579,954.54	12914	13060	624,293.16
31	Brookhurst	58,819.29	2591	2613	73,161.98
32	Orangeview	48,213.84	2340	2359	69,067.75
34	Walker	103,801.76	3246	3276	89,530.84
35	Dale	119,613.84	3579	3605	129,964.18
37	Sycamore	40,339.64	2245	2245	47,370.26
38	Ball	80,037.02	2400	2417	75,448.19
40	South	134,038.35	3011	3022	134,223.52
42	Oxford	425,807.87	10590	10678	426,063.57
44	Lexington	77,964.42	2287	2293	76,497.78
47	Hope	80,563.08	1773	1775	81,947.79
68	Gilbert	44,649.02	1578	1582	42,019.19
ASB TOTAL		3,138,613.43			3,219,533.77
BOA TOTAL		3,138,613.43			3,219,533.77
Difference		-			-

ANAHEIM UNION HIGH SCHOOL DISTRICT

CAFETERIA FUND

FINANCIAL STATEMENTS

NOVEMBER 2011

Balance Sheet
Anaheim School Dist/Food Services
11/30/2011

Asset	Assets	
CASH		
9120	Cash-Checking	\$5,728,316.72
9122	Change Fund	\$14,430.00
9123	Petty Cash	\$50.00
Total CASH		\$5,742,796.72
RECEIVABLE		
9210	A/R - Current	\$115,749.75
9280	A/R - State	\$302,845.41
9290	A/R - Federal	\$3,487,336.50
Total RECEIVABLE		\$3,905,931.66
INVENTORIES		
9321	Warehouse Food	\$55,817.16
9322	Warehouse Commodity	\$28,796.77
9323	Warehouse Supplies	\$29,720.09
9326	School Food	\$41,455.10
9327	School Commodity	\$14,952.05
9328	School Supplies	\$16,549.22
Total INVENTORIES		\$187,290.39
Total Asset		\$9,836,018.77
Liability		Liabilities and Fund Balance
LIABILITIES		
9510	A/P - Current	\$1,849,498.09
9530	A/P - Accrued. Vacation	\$37,287.00
9580	Sales Tax Liability	\$3,288.14
9650	Deferred Revenue	\$43,596.47
9780	Reserve/Central Kitchen	\$5,000,000.00
Total LIABILITIES		\$6,933,669.70
Total Liability		\$6,933,669.70
Fund Balance		
FUND BALANCE		
9798	Fund Balance	\$2,821,551.20
Total FUND BALANCE		\$2,821,551.20
Total Fund Balance		\$2,821,551.20
Current Year Profit (Loss)		\$80,797.87
Total Liabilities and Fund Balance		\$9,836,018.77

Accounting Period equals 5 - 2012

Statement of Revenues and Expenses Anaheim School Dist/Food Services

	Period Ending 11/30/2011				Period Ending 11/30/2010			
	Monthly	%	YTD	%	Monthly	%	YTD	%
Revenue								
Local Revenue								
8620 Elementary - Breakfast	\$1,444.50	0.07 %	\$8,002.50	0.10 %	\$1,449.00	0.08 %	\$8,256.00	0.11 %
8621 Elementary - Lunch	\$20,455.00	1.04 %	\$96,065.00	1.23 %	\$21,109.50	1.16 %	\$103,484.25	1.40 %
8632 High School - Breakfast	\$6,226.50	0.32 %	\$21,000.00	0.27 %	\$5,836.25	0.32 %	\$19,636.75	0.27 %
8633 High School - Lunch	\$97,359.75	4.95 %	\$380,007.50	4.86 %	\$101,663.25	5.60 %	\$414,059.50	5.59 %
8634 Meal Sales	(\$101.00)	-0.01 %	(\$870.55)	-0.01 %	\$20.25	0.00 %	(\$1,158.76)	-0.02 %
8635 A La Carte Sales	\$151,230.15	7.70 %	\$599,655.59	7.67 %	\$150,068.76	8.27 %	\$607,908.79	8.21 %
8637 Adult Rev. - Lunch	\$3,802.04	0.19 %	\$12,834.82	0.16 %	\$3,948.59	0.22 %	\$14,112.67	0.19 %
Local Revenue	\$280,416.94	14.27 %	\$1,116,694.86	14.29 %	\$284,095.60	15.65 %	\$1,166,299.20	15.76 %
Federal Reimbursements								
8200 Fed. Meal Rev.-Breakfast	\$305,347.62	15.54 %	\$1,200,042.54	15.35 %	\$276,246.76	15.21 %	\$1,089,828.64	14.72 %
8220 Fed. Meal Rev.-Lunch	\$1,175,529.06	59.82 %	\$4,662,532.32	59.65 %	\$1,062,781.98	58.53 %	\$4,337,390.43	58.59 %
8290 Misc Fed Rev.-Snack	\$31,784.72	1.62 %	\$134,355.08	1.72 %	\$28,888.86	1.59 %	\$121,334.84	1.64 %
Federal Reimbursements	\$1,512,661.40	76.98 %	\$5,996,929.94	76.73 %	\$1,367,917.60	75.34 %	\$5,548,553.91	74.96 %
State Reimbursements								
8500 St. Meal Rev.-Breakfast	\$37,925.87	1.93 %	\$148,834.60	1.90 %	\$35,229.75	1.94 %	\$138,846.93	1.88 %
8520 St. Meal Rev.-Lunch	\$93,561.46	4.76 %	\$370,469.98	4.74 %	\$85,923.45	4.73 %	\$350,432.08	4.73 %
State Reimbursements	\$131,487.33	6.69 %	\$519,304.58	6.64 %	\$121,153.20	6.67 %	\$489,279.01	6.61 %
Other Revenue								
8638 Cash Over & Short	(\$36.11)	0.00 %	\$1,177.47	0.02 %	\$61.50	0.00 %	\$1,698.54	0.02 %
8689 Misc Fees/Contract	\$38,482.75	1.96 %	\$159,991.25	2.05 %	\$35,468.50	1.95 %	\$155,291.36	2.10 %
8699 Spec Activity/Cater	\$2,067.49	0.11 %	\$21,883.15	0.28 %	\$6,944.34	0.38 %	\$41,357.32	0.56 %
Other Revenue	\$40,514.13	2.06 %	\$183,051.87	2.34 %	\$42,474.34	2.34 %	\$198,347.22	2.68 %
Total Revenue	\$1,965,079.80	100.00 %	\$7,815,981.25	100.00 %	\$1,815,640.74	100.00 %	\$7,402,479.34	100.00 %
Expense								
Food Purchases & Govmnt								
4700 Food Purchases	\$742,203.32	37.77 %	\$3,085,766.86	39.48 %	\$674,544.69	37.15 %	\$2,871,527.06	38.79 %
Food Purchases & Govmnt	\$742,203.32	37.77 %	\$3,085,766.86	39.48 %	\$674,544.69	37.15 %	\$2,871,527.06	38.79 %
Supplies								
4300 Materials & Supplies	\$16,398.53	0.83 %	\$126,127.74	1.61 %	\$31,380.06	1.73 %	\$169,602.33	2.29 %
4790 Supplies (Food)	\$55,203.16	2.81 %	\$169,113.62	2.16 %	\$20,706.46	1.14 %	\$83,950.77	1.13 %
Supplies	\$71,601.69	3.64 %	\$295,241.36	3.78 %	\$52,086.52	2.87 %	\$253,553.10	3.43 %
Salaries								

Statement of Revenues and Expenses

Anaheim School Dist/Food Services

Expense	Period Ending 11/30/2011				Period Ending 11/30/2010			
	Monthly	%	YTD	%	Monthly	%	YTD	%
Salaries								
2200 Classified Salaries	\$646,895.73	32.92 %	\$2,223,137.98	28.44 %	\$623,181.38	34.32 %	\$2,052,295.05	27.72 %
2300 Class.Sup/Admin Salaries	\$36,695.83	1.87 %	\$185,459.15	2.37 %	\$29,301.05	1.61 %	\$152,747.59	2.06 %
2400 Clerical/Office Salaries	\$18,707.21	0.95 %	\$140,550.45	1.80 %	\$27,897.59	1.54 %	\$138,779.92	1.87 %
2550 Food Service Vacation Pay	\$12,429.00	0.63 %	\$37,287.00	0.48 %	\$12,429.00	0.68 %	\$37,287.00	0.50 %
Salaries	\$714,727.77	36.37 %	\$2,586,434.58	33.09 %	\$692,809.02	38.16 %	\$2,381,109.56	32.17 %
Benefits								
3202 PERS, Classified Position	\$58,983.84	3.00 %	\$198,443.15	2.54 %	\$57,625.90	3.17 %	\$205,491.85	2.78 %
3302 OASD/MED/Classified Position	\$52,924.18	2.69 %	\$211,872.03	2.71 %	\$51,322.72	2.83 %	\$178,355.16	2.41 %
3402 Hlth/Welfare, Classified	\$145,284.08	7.39 %	\$744,013.33	9.52 %	\$144,825.77	7.98 %	\$714,219.70	9.65 %
3502 SUI, Classified Position	\$11,306.40	0.58 %	\$41,038.49	0.53 %	\$4,889.20	0.27 %	\$16,914.62	0.23 %
3602 Workers Comp, Classified	\$12,022.45	0.61 %	\$43,678.17	0.56 %	\$10,663.98	0.59 %	\$36,786.15	0.50 %
3802 PERS Reduc, Classified	\$10,923.74	0.56 %	\$41,751.86	0.53 %	\$11,548.80	0.64 %	\$42,141.65	0.57 %
Benefits	\$291,444.69	14.83 %	\$1,280,797.03	16.39 %	\$280,876.37	15.47 %	\$1,193,909.13	16.13 %
Other Expenses								
5200 Travel & Conference	\$10,042.70	0.51 %	\$11,816.11	0.15 %	\$541.25	0.03 %	\$2,996.32	0.04 %
5500 Operation & Housekeeping	\$7,835.00	0.40 %	\$27,427.10	0.35 %	\$415.00	0.02 %	\$8,571.04	0.12 %
5600 Rental/Lease/Repair	\$16,308.32	0.83 %	\$143,443.04	1.84 %	\$26,661.59	1.47 %	\$154,109.75	2.08 %
5650 Bank Fees	\$141.74	0.01 %	\$270.21	0.00 %	\$0.00	0.00 %	\$0.00	0.00 %
5800 Prof. Consult Service	\$1,413.00	0.07 %	\$30,642.74	0.39 %	\$0.00	0.00 %	\$0.00	0.00 %
5900 Fax, Pager, Postage	\$0.00	0.00 %	\$31,589.06	0.40 %	\$4,093.63	0.23 %	\$33,672.22	0.45 %
6200 Bldg & Imp of Bldg	\$0.00	0.00 %	\$59,215.00	0.76 %	\$0.00	0.00 %	\$24,581.00	0.33 %
6400 Equipment less \$500	\$1,064.57	0.05 %	\$31,821.47	0.41 %	\$863.48	0.05 %	\$19,050.29	0.26 %
Other Expenses	\$36,805.33	1.87 %	\$336,224.73	4.30 %	\$32,574.95	1.79 %	\$242,980.62	3.28 %
Capital Outlay								
6500 Equipment-RPmore\$500	\$4,633.16	0.24 %	\$150,718.82	1.93 %	\$24,922.38	1.37 %	\$51,398.31	0.69 %
Capital Outlay	\$4,633.16	0.24 %	\$150,718.82	1.93 %	\$24,922.38	1.37 %	\$51,398.31	0.69 %
Total Expense	\$1,861,415.96	94.72 %	\$7,735,183.38	98.97 %	\$1,757,813.93	96.82 %	\$6,994,477.78	94.49 %
Net Profit (Loss)	\$103,663.84	5.28 %	\$80,797.87	1.03 %	\$57,826.81	3.18 %	\$408,001.56	5.51 %

Accounting Period equals 5 - 2012 and the Prior Accounting Period is equal to Accounting Period equals 5 - 2011

ANAHEIM UNION HIGH SCHOOL DISTRICT
Business Division
2011/12 MONTHLY ENROLLMENT REPORT

MONTH 4
11/28/11 - 12/23/11

SCHOOL	REGULAR DAY							Subtotal	SDC			TOTAL STUDENTS
	9th	10th	11th	12th	Hosp/Hm	Opp.	Sp Ed					
Anaheim	800	810	788	643	3,041	4	-	106	3,151			
Cypress	702	655	597	565	2,519	5	-	94	2,618			
Katella	728	700	613	543	2,584	-	-	115	2,699			
Kennedy	649	554	586	519	2,308	-	-	72	2,380			
Loara	644	671	659	575	2,549	1	-	143	2,693			
Magnolia	415	515	417	449	1,796	-	-	102	1,898			
Oxford	209	185	160	173	727	-	-	-	727			
Savanna	584	562	466	514	2,126	-	-	84	2,210			
Western	523	578	551	502	2,154	1	-	97	2,252			
Total Comprehensive	5,254	5,230	4,837	4,483	19,804	11	-	813	20,628			
Anaheim Independent Learning Center	-	-	20	83	103	-	-	-	103			
Gilbert	-	23	161	390	574	3	-	86	663			
Polaris High School	12	31	71	107	221	-	-	-	221			
Community Day School	25	24	18	5	72	-	-	-	72			
Special Education Transition Program	-	-	-	-	-	-	-	81	81			
Total Alternative Ed	37	78	270	585	970	3	-	86	1,140			
Hope	-	-	-	-	-	-	-	232	232			
Total Senior High Schools	5,291	5,308	5,107	5,068	20,774	14	-	1,131	22,000			

SCHOOL	REGULAR DAY				SDC			TOTAL STUDENTS
	7th	8th	Subtotal	Hosp/Hm	Opp.	Sp Ed		
Ball	560	566	1,126	1	-	52	1,179	
Brookhurst	544	594	1,138	-	-	48	1,186	
Dale	575	641	1,216	-	-	51	1,267	
Lexington	618	598	1,216	1	-	11	1,228	
Orangeview	488	488	976	-	-	39	1,015	
Oxford	204	207	411	-	-	-	411	
South	744	739	1,483	-	-	57	1,540	
Sycamore	692	744	1,436	3	-	47	1,486	
Walker	548	506	1,054	-	-	39	1,093	
Total Comprehensive	4,973	5,083	10,056	5	-	344	10,405	
Polaris High School	1	7	8	-	-	-	8	
Community Day School	1	23	24	-	-	-	24	
Total Alternative Ed	2	30	32	-	-	-	32	
Total Junior High Schools	4,975	5,113	10,088	5	-	344	10,437	

DISTRICT TOTAL 32,437