BOARD OF TRUSTEES ANAHEIM UNION HIGH SCHOOL DISTRICT

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

NOTICE OF REGULAR MEETING

Date: April 23, 2010

To:

Brian O'Neal, P.O. Box 3520, Anaheim, CA 92803-3520 Jordan Brandman, P.O. Box 3520, Anaheim, CA 92803-3520 Anna L. Piercy, P.O. Box 3520, Anaheim, CA 92803-3520 Katherine H. Smith, P.O. Box 3520, Anaheim, CA 92803-3520 Thomas "Hoagy" Holguin, 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 29th day of April 2010

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

Closed Session-3:30 p.m.

Open Session - 6:00 p.m.

Doseph M. Farley, Ed D

ANAHEIM UNION HIGH SCHOOL DISTRICT

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

BOARD OF TRUSTEES Agenda Thursday, April 29, 2010 Closed Session-3:30 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 Crescent Way in Anaheim, California. The office is open from 7:30 a.m. to 5:00 p.m., Monday through Friday, and is closed for most of the federal and local holidays. These materials are also posted with the meeting agenda on the district website, www.auhsd.us, 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: Public employee performance evaluation, superintendent.
- 4.2 To consider matters pursuant to Government Code Section 54956.8: Conference with property negotiators Dr. Farley, Mr. Holcomb, Dr. Navarro, Mrs. Poore, and Mr. Lee-Sung regarding the property located at 525 N. Muller Street, Anaheim, California.
- 4.3 To consider matters pursuant to Government Code Section 54957.6: Conference with labor negotiators Dr. Farley, Dr. Navarro, Mrs. Poore, and Mr. Lee-Sung regarding negotiations and contracts with the American Federation of State, County and Municipal Employees (AFSCME), Anaheim Personnel and Guidance Association (APGA), Anaheim Secondary Teachers Association (ASTA), and California School Employees Association (CSEA).
- 4.4 To consider matters pursuant to Education Code Section 48918: Expulsion of students 09-152, 09-164, 09-170, 09-173, 09-174, 09-175, 09-176, 09-177, 09-178, 09-179, 09-180, 09-181, 09-182, 09-183, 09-184, 09-185, 09-186, 09-187, 09-188, 09-189, 09-190, 09-191, 09-192, 09-193, 09-194, 09-196, and 09-197.

4.5 To consider matters pursuant to Education Code Section 48918: Readmission of students 08-200, 08-221, and 08-251.

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

5.1 Reconvene Meeting

The Board of Trustees will reconvene into open session.

5.2 Pledge of Allegiance and Moment of Silence

Brian O'Neal, board president, 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 Reports of Associations

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

7.3 Student Representative's Report

Neda Arora, student representative to the Board of Trustees, will report on school activities throughout the district.

8. PRESENTATIONS

INFORMATION ITEM

8.1 Anaheim Union High School District Teachers of the Year

The Board of Trustees will recognize Teachers of the Year, Louie Lemonnier, Diane Erickson, and Steve Kraus, who were among the 18 teachers identified as the Anaheim Union High School District's Teachers of the Year for 2009-10. They have been selected to represent the district as potential Teachers of the Year for Orange County.

8.2 Day of the Teacher

A proclamation celebrating Day of the Teacher, May 12, 2010, will be presented to Joanne Fawley, president, Anaheim Secondary Teachers Association.

8.3 National School Nurse Day

A proclamation celebrating National School Nurse Day, May 12, 2010, will be presented to Nurse Practitioner Kathleen Strobel.

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 Public Hearing, School Facility Fees

INFORMATION ITEM

The Board of Trustees is requested to hold a public hearing regarding the needs of the district to levy statutory school facility fees to provide school facilities for students generated from new commercial and industrial developments, as well as new residential and senior housing developments. The Board of Trustees will consider adopting the 2010 Developer Fee Justification and Impact Analysis and increasing the existing school facility fees, pursuant to Government Code Section 66016 et seq.

Recommendation:

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

10.2 <u>Resolution No. 2009/10-F-02, Increasing School Facilities Fees</u> ACTION ITEM (Roll Call Vote)

The Board of Trustees is requested to adopt Resolution No. 2009/10-F-02, Increasing School Facilities Fees, and the 2010 Developer Fee Justification and Impact Analysis and increasing the statutory school facility fees for new commercial and industrial developments, as well as new residential and senior housing developments identified therein. **[EXHIBIT A]**

Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2009/10-F-02, by a roll call vote

10.3 <u>Resolution No. 2009/10-HR-07, Classified Reduction in Force</u> ACTION ITEM (Roll Call Vote)

The Board of Trustees is requested to adopt Resolution No. 2009/10-HR-07, to reduce or discontinue particular kinds of classified personnel services, pursuant to Education Code Sections 44949 and 44955. This action was necessitated by the state-wide budget crisis and significant reductions in district revenues. **[EXHIBIT B]**

Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2009/10-HR-07, by a roll call vote.

10.4 <u>Resolution No. 2009/10-B-15, Close General Obligation (GO) Bond</u> ACTION ITEM 2002A Fund, and Resolution No. 2009/10-B-16, Close State School Building Fund (Roll Call Vote)

The Board of Trustees is requested to adopt Resolution No. 2009/10-B-15, Close General Obligation (GO) Bond 2002A Fund, and Resolution No. 2009/10-B-16, Close State School Building Fund. Both funds have less than \$50. The remaining balances in these funds will be transferred to the Special Reserve for Capital Outlay Fund. **[EXHIBITS C and D]**

Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2009/10-B-15 and Resolution No. 2009/10-B-16, by a roll call vote

10.5 <u>Resolution No. 2009/10-B-17, Permanent Interfund Transfer</u> ACTION ITEM (Roll Call Vote)

The Board of Trustees is requested to adopt Resolution No. 2009/10-B-17, Permanent Interfund Transfer. The district is closing two funds, the GO Bond 2002A Fund and the State School Building Fund. This resolution has the effect of transferring the remaining money out of the two funds and into the Special Reserve for Capital Outlay Fund. The total cash transfer is less than \$50. **[EXHIBIT E]**

Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2009/10-B-17, by a roll call vote.

10.6 <u>Resolution No. 2009/10-B-18, Temporary Interfund Transfer</u> ACTION ITEM (Roll Call Vote)

The Board of Trustees is requested to adopt Resolution No. 2009/10-B-18, Temporary Interfund Transfer. As part of the state's solution to its own cash flow problems, it has deferred the payment of revenue limit apportionments to school districts from the year in which it is normally received, to the following year. Twenty-five percent of the revenue limit apportionment that would normally be received in 2010-11, will now be deferred to 2011-12. For the district, this is approximately \$31,000,000.

This resolution will provide as much flexibility as possible for 2010-11 within the district's cash resources. This resolution will also allow for temporary interfund cash transfers from the Deferred Maintenance Fund, Capital Outlay Funds, Special Reserve Funds, and Self-Insurance Funds to the General Fund. **[EXHIBIT F]**

Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2009/10-B-18, by a roll call vote.

10.7 <u>Resolution No. 2009/10-B-19, Tax Revenue Anticipation Notes</u> ACTION ITEM (TRANs) (Roll Call Vote)

The Board of Trustees is requested to adopt Resolution No. 2009/10-B-19, Tax Revenue Anticipation Notes (TRANs), authorizing the borrowing of funds for fiscal year 2010-11, not to exceed \$40,000,000 cumulative for the year. This resolution allows for multiple issuances if necessary, which in total cannot exceed \$40,000,000. TRANs are short-term, interest-bearing notes issued by a district in anticipation of taxes and other revenues. The actual cost of the TRANs will be calculated once the number of final participants and costs are known. There is no cost to the district unless a TRANs is issued. TRANs are often used by school districts to cover brief cash flow shortages. The TRANs funds will be paid back using state apportionments. Please note that the exhibit is incomplete and will not be completed until the transaction is finalized. However, we are requested by the Piper Jaffray and Co., financial advisor, to supply the documents to the board with the blank portions now.

To cope with its own cash flow problems, the State of California has deferred payment of revenue apportionments to school districts. This has created cash flow problems for many districts. Adopting this resolution does not obligate the district to use a TRANs. It does allow the district to pursue a TRANs if it appears necessary.

The district passed another TRANs Resolution on February 12, 2010, for a 2009-10 mid-year TRANs. A mid-year TRANs allows the district to borrow cash in the April/May 2010 timeframe and be repaid by December 2010. The source of the repayment is apportionment deferred by the state from 2009-10 until 2010-11. **[EXHIBIT G]**

Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2009/10-B-19, by a roll call vote.

10.8 Independent Contractor Agreement, Anaheim Family YMCA ACTION ITEM

The Board of Trustees is requested to ratify the independent contractor agreement with the Anaheim Family YMCA. The AUHSD has been awarded a California Department of Education After School Education and Safety (ASES) Program direct grant in the amount of \$746,550, July 1, 2009, through, June 30, 2010. This ASES grant is known as Anaheim Achieves. The AUHSD wishes to subcontract with the YMCA to provide the program administration, staffing, equipment, materials, training, data collection, and evaluation for Ball, Brookhurst, Dale, Orangeview, South, and Sycamore Junior High School sites. The agreement allows AUHSD to pay YMCA for these services. (State Funds) [EXHIBIT H]

Recommendation:

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

10.9 Title I Schoolwide Program Status, Magnolia High School

ACTION ITEM

The Board of Trustees is requested to approve Magnolia High School's request for federal Title I Schoolwide Program status. Schools must have a socioeconomically disadvantaged student subgroup of least 40 percent in order to qualify to apply to become a Title I Schoolwide Program. After meeting this criteria and making the decision to apply for Title I Schoolwide Program status, the school engages in a comprehensive needs assessment and planning process, involving all stakeholders. The process usually takes approximately one year to complete. Title I Schoolwide Program status allows maximum Title I funding flexibility, to support the literacy and numeracy improvement needs, of all Magnolia High School students. (Title I Funds) **[EXHIBIT I]**

Recommendation:

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

10.10 <u>Public Hearing, Disclosure of Collective Bargaining</u> <u>Agreement with ASTA</u>

INFORMATION ITEM

The Board of Trustees is requested to hold a public hearing on the collective bargaining agreement with the Anaheim Secondary Teachers Association for 2010-11, in accordance with AB 1200 (Statutes of 1991, G.C. 3547.3, Chapter 1213). Copies of the disclosure are available for review and study in the Business Office, 501 Crescent Way, Anaheim, California.

Recommendation:

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

ACTION ITEM

10.11 <u>Adoption of the 2010-11 Collective Bargaining Agreement</u> with ASTA

The Board of Trustees is requested to adopt the 2010-11 collective bargaining agreement with the Anaheim Secondary Teachers Association. **[EXHIBIT J]**

Recommendation:

It is recommended that the Board of Trustees adopt the 2010-11 collective bargaining agreement with the Anaheim Secondary Teachers Association.

10.12 <u>Public Hearing, Disclosure of Collective Bargaining</u> <u>Agreement with APGA</u>

INFORMATION ITEM

The Board of Trustees is requested to hold a public hearing on the collective bargaining agreement with the Anaheim Personnel and Guidance Association for 2010-11, in accordance with AB 1200 (Statues of 1991, G.C. 3547.3, Chapter 1213). Copies of the disclosure are available for review and study in the Business Office, 501 Crescent Way, Anaheim, California.

Recommendation:

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

10.13 <u>Adoption of the 2010-11 Collective Bargaining Agreement</u> with APGA

ACTION ITEM

The Board of Trustees is requested to adopt the 2010-11 collective bargaining agreement with the Anaheim Personnel and Guidance Association. **[EXHIBIT K]**

Recommendation:

It is recommended that the Board of Trustees adopt the 2010-11 collective bargaining agreement with the Anaheim Personnel and Guidance Association.

10.14 New Job Description, Outreach Teacher, Learning Center

ACTION ITEM

The Board of Trustees is requested to review and approve the new job description, Outreach Teacher, Learning Center. The purpose of proposing this specialized position is to initiate a credit recovery program that will utilize independent study funding to re-engage students who have not completed the requirements for their high school diploma. This funding mechanism has the potential to raise income for the district in the future, as it is designed to bring students back to the district, mediating any possible drop in enrollment due to attrition. This position will provide high quality instruction and curriculum development and is part of a pilot Credit Recovery Learning Center program at Anaheim High School. Through an extensive community outreach effort, the Credit Recovery Learning Center will retrieve students that have officially been identified as a "drop-out." The Credit Recovery Learning Center will provide a personalized learning environment, academic and social support, rigorous and meaningful instruction, and career preparation connections to the real world. **[EXHIBIT L]**

Recommendation:

It is recommended that the Board of Trustees approve the new job description.

The Board of Trustees is requested to review and approve the new job description, Outreach Counselor, Learning Center. The purpose of proposing this specialized position is to initiate a credit recovery program that will utilize independent study funding to re-engage students who have not completed the requirements for their high school diploma. This funding mechanism has the potential to raise income for the district in the future, as it is designed to bring students back to the district, mediating any possible drop in enrollment due to attrition. This position will provide academic and social-emotional counseling services for students and families and is part of a pilot Credit Recovery Learning Center program at Anaheim High School. Through an extensive community outreach effort, the Credit Recovery Learning Center will retrieve students that have officially been identified as a "drop-out." The Credit Recovery Learning Center will provide a personalized learning environment, academic and social support, rigorous and meaningful instruction, and career preparation connections to the real world. **[EXHIBIT M]**

Recommendation:

It is recommended that the Board of Trustees approve the new job description.

10.16 <u>New Job Description, Outreach Curriculum Specialist, Learning</u> ACTION ITEM Center

The Board of Trustees is requested to review and approve the new job description, Outreach Curriculum Specialist, Learning Center. The purpose of proposing this specialized position is to initiate a credit recovery program that will utilize independent study funding to re-engage students who have not completed the requirements for their high school diploma. This funding mechanism has the potential to raise income for the district in the future, as it is designed to bring students back to the district, mediating any possible drop in enrollment due to attrition. This position will coordinate and manage the program components according to the program guidelines and is part of a pilot Credit Recovery Learning Center program at Anaheim High School. Through an extensive community outreach effort, the Credit Recovery Learning Center will retrieve students that have officially been identified as a "drop-out." The Credit Recovery Learning Center will provide a personalized learning environment, academic and social support, rigorous and meaningful instruction, and career preparation connections to the real world. **[EXHIBIT N]**

Recommendation:

It is recommended that the Board of Trustees approve the new job description.

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 2009-10 Third Quarterly Report, Williams Uniform Complaints

Accept the Williams Uniform Complaints Third Quarterly Report, January 1, 2010, through March 31, 2010, as required by Education Code Section 35186, which will be submitted to the Orange County Department of Education. The report summarizes all complaints relative

to adequate textbooks and instructional materials, teacher vacancies or misassignments, facilities conditions, and intensive instruction and services for students who have not passed the California High School Exit Examination (CAHSEE) by the end of the 12th grade. There were no complaints during this quarter. **[EXHIBIT 0]**

Recommendation:

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

11.2 <u>Application, Carl D. Perkins Career and Technical Education Improvement Act of 2006</u>

Approve the submission of the Carl D. Perkins Career and Technical Education Improvement Act of 2006 application for 2010-11 funding. The grant provides funding for the purchase of supplemental equipment upgrades and for the professional development needs of approved Career and Technical Education (CTE) pathways within the business and applied technology, home economics, and industrial technology departments. The estimated 2010-11 allocation is \$498,710. (Federal Funds) **[EXHIBIT P]**

Recommendation:

It is recommended that the Board of Trustees approve the submission of the application.

11.3 <u>Educational Consulting Agreement Amendments, Supplemental Educational</u> Services (SES) <u>Providers</u>

Approve the educational consulting agreement amendments for Supplemental Educational Services (SES) providers. The services are a requirement of the No Child Left Behind Act of 2001 (NCLB) for schools in years two through five of Program Improvement (PI). Ball, Brookhurst, Dale, Orangeview, South, and Sycamore Junior High Schools are offering the supplemental tutoring services to low-income students. An increase in the original amounts is requested as a result of increased parent demand. (Title I Funds)

11.3.1 100 Percent Learning Fun Center

100 Percent Learning Fun Center, an educational consultant, will provide services as required by the NCLB federal mandate, November 2, 2009, through May 15, 2010. The original amount approved on October 15, 2009, was not to exceed \$15,000. The amended amount will be at a cost not to exceed \$25,000. **[EXHIBIT Q]**

11.3.2 Anaheim Kumon Center

Anaheim Kumon Center, an educational consultant, will provide services as required by NCLB federal mandate, November 2, 2009, through May 15, 2010. The original amount approved on October 15, 2009, was not to exceed \$35,000. The amended amount will be at a cost not to exceed \$40,000. **[EXHIBIT R]**

11.3.3 *Club Z!*

Club Z!, an educational consultant, will provide services as required by NCLB federal mandate, November 2, 2009, through May 15, 2010. The original amount approved on October 15, 2009, was not to exceed \$125,000. The amended amount will be at a cost not to exceed \$130,000. **[EXHIBIT S]**

11.3.4 Knowledge Points

Knowledge Points, an educational consultant, will provide services as required by NCLB federal mandate, November 2, 2009, through May 15, 2010. The original

amount approved on October 15, 2009, was not to exceed \$15,000. The amended amount will be at a cost not to exceed \$20,000. **[EXHIBIT T]**

11.3.5 Our Place Center of Self-Esteem, Inc.

Our Place Center of Self-Esteem, Inc., an educational consultant, will provide services as required by NCLB federal mandate, November 2, 2009, through May 15, 2010. The original amount approved on October 15, 2009, was not to exceed \$15,000. The amended amount will be at a cost not to exceed \$20,000. **[EXHIBIT U]**

Recommendation:

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

11.4 Income Agreement, Orange County Superintendent of Schools

Ratify the income agreement with the Orange County Superintendent of Schools to provide and develop the capacity of School Leadership Teams comprised of the principal, assistant principal, and teacher leaders at Magnolia High School and Oxford Academy. The training is designed to provide school teams with increased capacity for teacher leadership. The goal is to create a collaborative school culture to promote increased student achievement. Services are being provided July 1, 2009, through June 30, 2010, at a cost not to exceed \$20,000. (Title II Funds) **[EXHIBIT V]**

Recommendation:

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

11.5 Consulting Agreement, Pacific Audiologics

Approve the agreement for consulting services with Pacific Audiologics to provide mandated hearing and vision screening of 8th and 10th grade students. State law mandates this screening. The district has contracted with Pacific Audiologics to provide this service for the past six years. The district does not have the personnel capacity to conduct these screenings for approximately 10,500 students. The cost of this service is reimbursable through California mandated costs. Services will be provided July 1, 2010, through June 30, 2011, at a cost not to exceed \$53,000. (General Funds) **[EXHIBIT W]**

Recommendation:

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

11.6 Agreement Amendments

11.6.1 Westgroup Designs, Inc.

Approve an amendment to an existing agreement with Westgroup Designs, Inc., who provides the district with architectural and engineering services. A number of critical projects must be undertaken in the next few months. As an example, at its August 6, 2009, meeting, the Board of Trustees approved one-year and five-year extensions of the lease agreement with Class Leasing, Inc. for rentals of portable buildings. The one-year extension for the portables at Savanna High School will expire in June, 2010. Therefore, the portable buildings at Savanna High School must be returned and replaced with district-owned portables, which are currently located at various sites throughout the district before September 2010. This project and similar projects require the services of the district's architect to prepare the necessary plans and obtain approval from the Division of the State Architect (DSA). Therefore, staff

requests an increase to the original contract amount by \$150,000, for a total not to exceed \$1,370,000. (Maintenance Funds, Facilities Funds, and/or other funds as appropriate) **[EXHIBIT X]**

11.6.2 Inter-Agencies Meals on Wheels

Approve an agreement amendment to extend the Meals on Wheels agreement with inter-agencies in order to continue providing meals. This agreement generates income from the meals served. Services will be provided July 1, 2010, through June 30, 2011. (Cafeteria Funds) **[EXHIBIT Y]**

11.6.3 *Gold Star Foods*

Approve an agreement amendment to extend the contract originally awarded to Gold Star Foods on June 15, 2006, pursuant to Bid #2006-24, for bread and bakery products, effective July 1, 2006. Services will be provided July 1, 2010, through June 30, 2011, at a cost not to exceed \$250,000. (Cafeteria Funds) [EXHIBIT Z]

11.6.4 Swift Produce Inc.

Approve an agreement amendment to extend the contract originally awarded to Swift Produce Inc. on June 15, 2006, pursuant to Bid #2006-25, for fresh fruit and prepared produce, effective July 1, 2006. Services will be provided July 1, 2010, through June 30, 2011, at a cost not to exceed \$550,000. (Cafeteria Funds) **[EXHIBIT AA]**

11.6.5 CSU Fullerton Auxiliary Services Corporation

Approve the agreement amendment to Contract No. C-4662, to modify the agreement with California State University, Fullerton Auxiliary Services Corporation (CSUF ASC), for services provided to the district through the GEAR UP Grant. Two years ago, the district and CSUF ASC were awarded a GEAR UP Grant to serve the students at Sycamore and South Junior High Schools. As part of this grant, the district is required to provide matching funds for the position of the GEAR UP director. The district's commitment is \$12,574 for every year of the grant. Services are being provided November 18, 2008, through September 2, 2014, at a cost not to exceed \$12,574, per year. (EIA/LEP Funds) **[EXHIBIT BB]**

Recommendation:

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

11.7 Breakfast and Lunch Prices

Approve the 2010-11 cafeteria price lists. The price charged for junior high schools and high schools will be increased from \$2.50 to \$2.75 during the 2010-11 school year. Prices of "a la carte" items sold at the secondary schools will be increased according to any increase in cost of goods procured by the district. **[EXHIBIT CC]**

Recommendation:

It is recommended that the Board of Trustees approve the 2010-11 cafeteria price lists.

11.8 Extension of Bids

Approve the extension of the following bids for the 2010-11 school year. (Cafeteria Funds)

Bid #	<u>Service</u>	<u>Award</u>	<u>Amount</u>
2007-29	Milk and Dairy Products	Clearbrook Farms, Inc.	\$1,600,000
2007-30	Frozen Food Distribution	US Foodservice, Inc.	\$3,700,000
2007-31	Cafeteria Paper and Packaging	Form Plastics Company The Platinum Packaging Group Multi-Pak Packaging, Inc. Sysco Foodservice of Los Angele Transilwrap Company, Inc. Danik Packaging P and R Paper Supply Company Team Distributors, Inc.	
2007-32	Single Service Convenience	A and R Wholesale Foods Distributors, Inc. US Foodservice, Inc.	\$825,000

Recommendation:

It is recommended that the Board of Trustees approve the bid extensions.

11.9 <u>Declaring Certain Furniture and Equipment as Unusable, Obsolete, and/or Out-of-Date, and Ready for Sale, or Destruction</u>

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 DD]**

11.10 <u>Declaring Certain Textbooks and Instructional Materials as Unusable, Obsolete</u> and/or Out-of-Date, Damaged, and Ready for Sale, or <u>Destruction</u>

Recommendation:

It is recommended that the Board of Trustees approve the list of district textbooks and instructional material 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 EE]**

11.11 Purchase Order Detail Report

Recommendation:

It is recommended that the Board of Trustees ratify the purchase order detail report, March 23, 2010, through April 19, 2010. **[EXHIBIT FF]**

11.12 Check Register/Warrants Report

Recommendation:

It is recommended that the Board of Trustees ratify the check register/warrants report March 23, 2010, through April 19, 2010. **[EXHIBIT GG]**

11.13 Donations

<u>Location</u> <u>Donated by</u> <u>Item</u>

Loara Rhodie Fisher Tiles

Sycamore PTSA \$1,500

Recommendation:

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

11.14 Field Trip Report

Recommendation:

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

11.15 Certificated Personnel Report

Recommendation:

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

11.16 Classified Personnel Report

Recommendation:

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

11.17 Institutional Memberships

La Palma Chamber of Commerce, May 1, 2010, through April 30, 2011, \$50. (General Funds)

Recommendation:

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

11.18 Board of Trustees' Meeting Minutes

- 11.18.1 March 11, 2010, Regular Meeting [EXHIBIT KK]
- 11.18.2 April 1, 2010, Regular Meeting [EXHIBIT LL]

Recommendation:

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

12. SUPPLEMENTAL INFORMATION

INFORMATION ITEM

- 12.1 Minutes of Department Meetings [EXHIBIT MM]
- 12.2 Associated Student Body Fund, December 2009 [EXHIBIT NN]
- 12.3 Cafeteria Fund, February 2010 [EXHIBIT 00]

13. SUPERINTENDENT AND STAFF REPORT

INFORMATION ITEM

Board and staff discussion regarding the need for a staff and/or community survey.

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, May 13, 2010, at 6:00 p.m.

Thursday, June 3	Thursday, September 2
Thursday, June 24	Thursday, September 23
Thursday, July 15	Thursday, October 14
Thursday, August 5	Thursday, November 4
Thursday, August 19	Thursday, December 9

15.2 Suggested Agenda Items

16. ADJOURNMENT ACTION ITEM

In compliance with the Americans with Disabilities Act, individuals with a disability who require modification or accommodation in order to participate in this meeting should contact the executive assistant to the superintendent at (714) 999-3503 by noon on Monday, April 26, 2010.

RESOLUTION NO. 2009/10-F-02

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE ANAHEIM UNION HIGH SCHOOL DISTRICT INCREASING SCHOOL FACILITIES FEES AS AUTHORIZED BY GOVERNMENT CODE SECTION 65995 AND EDUCATION CODE SECTION 17620

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

WHEREAS, Statute AB 2926 (Chapter 887/ Statutes 1986) authorizes the governing board of any school district to levy a fee, charge, dedication or other form of requirement against any development project for the construction or reconstruction of school facilities; and,

WHEREAS, Government Code Section 65995 establishes a maximum amount of fee that may be charged against such development projects and authorizes the maximum amount set forth in said section to be adjusted for inflation every two years as set forth in the state-wide cost index for Class B construction as determined by the State Allocation Board at its January meeting; and,

WHEREAS, at its January 2010, meeting, the State Allocation Board determined that the maximum statutory school fees which may be levied pursuant to Government Code Section 65995 et seq. and Education Code Section 17620 shall be \$2.97 per square foot for residential development and \$0.47 per square foot of chargeable covered and enclosed space for all categories of new commercial/industrial construction; and,

WHEREAS, pursuant to agreements between Anaheim Union High School District and its feeder elementary school districts, and provided by California Law, fifty percent (50%) of said statuary school fees (\$1.485 per square foot for residential construction and \$0.235 per square foot for commercial/industrial construction) shall be collected on behalf of the feeder elementary school districts and that the Anaheim Union High School District shall have responsibility for the collection of the statutory school fees; and,

WHEREAS, the Board of Trustees of the Anaheim Union High School District desires to adopt its share of statutory school fees pursuant to Education Code Section 17620, et seq. and Government Code Section 65995, et seq. in the amount of \$1.485 per square foot of assessable space of residential development and \$0.235 per square foot of chargeable covered and enclosed space for all categories of new commercial/industrial; and,

WHEREAS, the Board of Trustees of the Anaheim Union High School District desires to adopt statuary school fees pursuant to Education Code Section 17620, et seq. and Government Code Section 65995, et seq. in the amount of \$0.47 per square foot for senior housing developments; and,

WHEREAS, the Board of Trustees of the Anaheim Union High School District desires to adopt as follows:

1. Procedure. This Board hereby finds that prior to the adoption of this Resolution, the Board conducted a public hearing at which oral and written

presentations were made, as part of the Board's regularly scheduled, April 29, 2010 meeting. Notice of the time and place of the meeting, including a general explanation of the matter to be considered, has been published twice in a newspaper in accordance with Government Code Section 54994.1. Additionally, at least 10 days prior to the meeting, the District made available to the public, data indicating the amount of the cost, or estimated cost, required to provide the service for which the fee or service charge is to be adjusted pursuant to this Resolution, and the revenue sources anticipated to provide this service.

By way of such public meeting, the Board received oral and written presentations by District staff which are summarized and contained in the District's Developer Fee Impact Analysis dated March, 2010 (Attachment A) hereinafter referred to as the "Plan", and which formed the basis for the action taken pursuant to this Resolution.

- 2. Findings. The Board has reviewed the Plan as it relates to proposed and potential development, the resulting school facilities needs, the cost thereof, and the available sources of revenue including the fees provided by this Resolution, and based thereon and upon all other written and oral presentations to the Board, hereby makes the following findings:
 - A. Enrollment at the District school(s) presently exceeds capacity.
 - B. Additional development projects within the District, whether new residential construction or residential reconstruction involving increases in assessable area greater than 500 square feet, or new commercial and industrial or senior housing construction will increase the need for school facilities and/or the need for reconstruction of school facilities.
 - C. Without the addition of new school facilities, and/or reconstruction of present school facilities, any further residential development projects or commercial or industrial development projects within the District will result in a significant decrease in the quality of education presently offered by the District;
 - D. Because residential, commercial and industrial; and senior housing development continue to generate additional students for the District's schools and the District is required to provide school facilities to accommodate those students;
 - E. The fees proposed in the Plan and the fees implemented pursuant to this Resolution are for the purposes of providing adequate school facilities to maintain the quality of education offered by the District;
 - F. The fees proposed in the Plan and implemented pursuant to this Resolution will be used for the construction and/or reconstruction of school facilities as identified in the Plan;
 - G. The uses of the fees proposed in the Plan and implemented pursuant to this Resolution are reasonably related to the types of development projects on which the fees are imposed;

- H. The fees proposed in the Plan and implemented pursuant to this Resolution bear a reasonable relationship to the need for school facilities created by the types of development projects on which the fees are imposed;
- I. The fees proposed in the Plan and implemented pursuant to this Resolution do not exceed the estimated amount required to provide funding for the construction or reconstruction of school facilities for which the fees are levied; and in making this finding, the Board declares that it has considered the availability of revenue sources anticipated to provide such facilities, including general fund revenues;
- J. The fees imposed on commercial or industrial development and senior housing bear a reasonable relationship and are limited to the needs of the community for schools and are reasonably related and limited to the need for school facilities caused by the development;
- K. The fees will be collected for school facilities for which an account has been established and funds appropriated and for which the district has adopted a construction schedule and/or to reimburse the District for expenditures previously made.
- 3. Fee. Based upon the foregoing findings, the Board hereby increases the previously levied fees to the amount of \$1.485 per square foot of assessable space for new residential construction and for residential reconstruction if the resulting assessable space exceeds 500 square feet; and to the amount of \$0.235 square foot for new commercial and industrial construction, and \$0.47 for senior housing construction.
- 4. Fee Adjustments and Limitation. The fees adjusted herewith shall be subject to the following:
 - A. The amount of the District's fees as authorized by Education Code Section 17620 shall be reviewed every two years to determine if a fee increase according to the adjustment for inflation set forth in the statewide cost index for Class B construction as determined by the State Allocation Board is justified.
 - B. Any development project for which a final map was approved and construction had commenced on or before September 1, 1986, is subject only to the fee, charge, dedication or other form of requirement in existence on the date and applicable to the project.
 - C. The term "development project" as used herein is as defined by Section 65928 of the Government Code.
- 5. Additional Mitigation Methods. The policies set forth in the Resolution are not exclusive and the Board reserves the authority to undertake other or additional methods to finance school facilities including but not limited to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311, et seq.) and such other funding mechanisms. This Board reserves the authority to substitute the dedication of land or other property or other form of requirement in lieu of the fees levied by way of this Resolution at its discretion, so long as the reasonable value of

land to be dedicated does not exceed the maximum fee amounts contained herein or modified pursuant hereto.

- 6. Implementation. For residential, commercial and industrial projects or senior housing with the District, the Superintendent, or the Superintendent's designee, is authorized to issue Certificates of Compliance upon the payment of any fee levied under the authority of this resolution.
- 7. California Environmental Quality Act. The Board hereby finds that the implementation of Developer Fees is exempt from the California Environmental Quality Act (CEQA).
- 8. Commencement Date. The effective date of this Resolution shall be June 28, 2010, which is 60 days following its adoption by the Board.
- 9. Notification of Local Agencies. The Secretary of the Board is hereby directed to forward copies of this Resolution and a Map of the District to the Planning Commission and Board of Supervisors of Orange County and to the Planning Commission and City Council of the Cities of Anaheim, Buena Park, Cypress, La Palma, and Stanton.
- 10. Severability. If any portion of this Resolution is found by a Court of competent jurisdiction to be invalid, such finding shall not affect the validity of the remaining portions of this Resolution. The Board hereby declares its intent to adopt this Resolution irrespective of the fact that one or more of its provisions may be declared invalid subsequent hereto.

NOW, THEREFORE, BE IT RESOLVED THAT:

The Anaheim Union High School District Board of Trustees authorizes an application to be submitted to the California Department of Education requesting an authorization from the Qualified School Construction Bond Program.

APPROVED, PASSED and ADOPTED by the Governing Board of the Anaheim Union High School District this 29th day of April, 2010, by the following vote:

AYES:	
NOES:	
ABSENT:	
ABSTAIN:	

CERTIFICATION AND VERIFICATION

I hereby certify that the forgoing is a true and correct copy of a resolution and acceptance entered on the minutes of a meeting of said Board of Education held April 29, 2010, and I declare under penalty of perjury that the foregoing is true and correct.

Dated: April 29, 2010, Anaheim, California.

Joseph M. Farley, Ed.D. Secretary of the Board of Trustees of the Anaheim Union High School District of Orange County, State of California

SCHOOL PLANNING SERVICES INCORPORATED

Developer Fee Studies

School Facilities Needs Analyses

Enrolment Projections

Demographic Analyses

DEVELOPER FEE JUSTIFICATION AND IMPACT ANALYSIS

Prepared for:

Anaheim Union High School District

March 2010

Prepared by:

Brenda Curtis

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INTRODUCTION

Subsequent to the passage of Proposition 13 in the late 1970's, school districts and other public agencies found their revenue base severely eroded to the point where the legislature was compelled to respond with legislation enabling public agencies to impose fees on development in relation to the impact of that development on the agencies in question. The initial legislation, AB 2926, was subsequently amended by AB 1600 in January of 1989, AB 181, which became effective in October 1989, AB 530 in 1990, and SB 1287 in 1992.

The passage in November 1998 of Proposition 1A, while substantially altering the methods of financing school construction in California, left the rules and law underlying the collection of the statutory fees based on Government Code §65995 and Education Code §17620 relatively unchanged. The residential fees, commonly referred to as Level 1 Fees, are currently \$2.97 per square foot; commercial/industrial and senior housing fees are currently \$0.47.1

Under Education Code §17620, formerly Government Code §53080 (a) (1), the boards of school districts were authorized to levy fees "... for the purpose of funding the construction or reconstruction of school facilities ... " This same Section further states that "construction or reconstruction of school facilities" does not include either regular or deferred maintenance, routine repair, or asbestos-related work unless that work is an integral part of the construction or reconstruction of new facilities.

AB 1600 added Chapter 5 (commencing with Section 66000) to Division 1 of Title 5 of the Government Code, which, with respect to the establishment of a fee, says in part the following:

¹ In non-unified districts, the districts with overlapping jurisdictions reach an agreement among themselves with regard to the share of the fee each district will receive.

Government Code §66001.

- (a) In any action establishing, increasing or imposing a fee as a condition of approval of a development project by a local agency on or after January 1, 1989, the local agency shall do all of the following:
 - (1) Identify the purpose of the fee.
 - (2) Identify the use to which the fee is to be put. If the use is financing public facilities, the facilities shall be identified.
 - (3) Determine how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed.
 - (4) Determine how there is a reasonable relationship between the need for the public facility and the type of project on which the fee is imposed.
- (b) In any action imposing a fee as a condition of approval of a development project by a local agency on or after January 1, 1989, the local agency shall determine how there is a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed."

Section 65995 of the Government Code has also prescribed a limit on the fees that can be collected by school districts under certain conditions; these fees can be increased every other year by the State Allocation Board ("SAB") to adjust for inflation as reflected in the statewide class B construction cost index. In January 2010, the State Allocation Board allowed residential fees to remain at \$2.97 per square foot of assessable space (a clarification of the former ambiguous standard of "habitable" space).

With respect to the issue of residential remodels, a fee may be charged only if the remodel results in a net increase of more than 500 square feet.

Education Code §17621 further specifies that the determination of the nexus between any fee and commercial and industrial development should be based on employment generation data obtained either from within the district imposing the fee or upon the applicable employee generation estimates set forth in the January 1990 edition of "San Diego Traffic Generators," a report of the San Diego Association of Governments, and that the data may be developed by project or category, examples of which are included in the Code Section, as cited below:

' Education Code §17621

- (e) In the case of any commercial or industrial development, the following procedures shall also apply:
 - (1) The school district governing board shall, in the course of making the findings required under subdivisions (a) and (b) of Section 66001, do all of the following:
 - (A) Make the findings on either an individual project basis or on the basis of categories of commercial or industrial development. Those categories may include, but are not limited to, the following uses: office, retail, transportation, communications and utilities, light industrial, heavy industrial, research and development, and warehouse.
 - (B) Conduct a study to determine the impact of the increased number of employees anticipated to result from the commercial or industrial development upon the cost of providing school facilities within the district, as calculated on either an individual project or categorical basis, in accordance with subparagraph (A). Those employee generation estimates shall be based upon commercial and industrial factors within the district or upon, in whole or in part, the applicable employee generation estimates set forth in the January 1990 edition of "San Diego"

Traffic Generators," a report of the San Diego Association of Governments.

(C) The governing board shall take into account the results of that study in making the findings described in this subdivision."

Chargeable commercial/industrial space is defined in the Code as new covered and enclosed space within the perimeter of the structure, not including parking, storage, utility or disposal areas. In addition, Government Code §65995 (d) exempts commercial facilities utilized exclusively for religious purposes, full-time day schools, and any facility owned **and** occupied by a governmental agency.

Seniors-only housing may be charged fees subject to the same conditions and fee limitation as commercial/industrial development; mobile home parks where residency is limited to "older persons" are specifically included in this category.

Allowable statutory fees for commercial/industrial projects and seniors-only housing are currently set at a maximum of \$0.47 per square foot.

As of November 1998, SB 50 furnishes school districts with the option of imposing two alternative fees in addition to the statutory or Level 1 Fees provided they meet the specific conditions of the law for such collection.

This particular study is intended to provide the governing board of the Anaheim Union High School District ("AUHSD" or "District") with the necessary information to make decisions appropriate to the above-cited legislation with respect to the imposition of the basic statutory or Level 1 fees, focusing on the establishment of the relationships or "nexus" necessary to ascertain the applicability of fees for the District and the amount of fees which may be justified on that basis.

ORGANIZATION OF THE ANALYSIS

his study is organized into the following sections:

EXECUTIVE SUMMARY

This section presents the abstracted highlights of the study; the details of the analysis with supporting tables and graphs will be found in the narrative.

POPULATION AND HOUSEHOLD TRENDS

This section presents comprehensive information on population and household trends, both historical and projected, detailing the significant demographic elements operating within the communities served by AUHSD.

RESIDENTIAL DEVELOPMENT ANALYSIS

The history of local residential development as described by building permits is recapped in this section.

HISTORICAL AND PROJECTED EMPLOYMENT GROWTH

This section discusses trends in local employment history and the potential of future job growth in the area.

ENROLLMENT, CAPACITY, AND FACILITY COSTS

This section presents information from the District itself with regard to its adequate capacity, enrollment, and the cost of housing students.

STUDENT GENERATION FACTORS

This section presents an analysis of generation factors among residents of new homes in AUHSD in order to provide an empirical basis for evaluating the impact of new homes on the District.

RESIDENTIAL FEE ANALYSIS

This section determines the facilities cost impact of an average new home in the District, establishing the required nexus.

COMMERCIAL/INDUSTRIAL FEE ANALYSIS

This section determines the District's facilities cost impact of various categories of commercial and industrial development.

SENIOR HOUSING IMPACT ANALYSIS

This section presents an analysis of the impact of senior or age-restricted housing.

FINDINGS

This section presents the findings substantiated by the study.

EXECUTIVE SUMMARY

The Anaheim Union High School District encompasses approximately 46 square miles in northwestern Orange County, including portions of the cities of Anaheim, Cypress, Buena Park, La Palma and Stanton." As a non-unified high school District, AUHSD receives students from five elementary feeder districts.

POPULATION AND HOUSEHOLD TRENDS

Historical Population Growth - Since the 2000 Census, population in the five-city subarea (which is dominated by Anaheim) has increased by 6 percent from a level of 505,336 to an estimated 534,584 in 2008, a gain of 29,248 residents for an average increase of 3,656 per year. The annual compounded growth rate for the area equals 0.7%, substantially less than the 1.2% rate experienced throughout Orange County over the same eight years.

For a sense of the relative scale of the five cities served by the District, Anaheim's 2008 population is estimated at 346,823 compared to Buena Park's 82,768, Cypress' 49,541 and Stanton's 39,276. La Palma is the smallest city in AUHSD with a population count just above 16,000.

Projected Population Growth - With a 2000 combined population of 505,336, the Southern California Association of Governments ("SCAG") projects a population for the five-city area of 560,065 for the year 2010 and 566,403 for 2015. This results in a forecast average annual addition of 5,473 people between 2000 and 2010; to date, the DOF estimates that an average of 3,656 has been added per year, or two-thirds of SCAG's projection.

Historical Household Growth - In 2000, 151,701 households (i.e., occupied housing units) were tallied in the five cities; by 2008, that number had risen to 154,942 households, a modest 2.1%

increase in households in eight years compared to the County's increase of 6.5% over the same time period.

Historical Household Size - The blended average household size for the five cities has risen from 3.3 in 2000 to 3.5 in 2008, while the County average has simultaneously increased from 3.0 to 3.1.

Statistically, the subarea is estimated to have acquired 9.0 new residents for each new household since 2000, resulting in the above-mentioned increase in population density, or household size.

Projected Household Growth - SCAG currently forecasts a 2010 count of 159,769 households for the five-city area, rising to 165,560 by 2015. Comparing these numbers to the DOF's 2008 estimate of 154,942 households for the area, it is apparent that SCAG's forecasts, having been produced prior to the onset of the current economic crisis, are again shown to be too aggressive, particularly with respect to Anaheim. The fact remains, however, that some degree of continued growth can be reasonably expected, albeit at a much more measured pace.

RESIDENTIAL DEVELOPMENT ANALYSIS

Anaheim - A fundamental transition in new residential construction transpired in the city of Anaheim during the past decade as single-family detached units devolved from constituting the majority of permits issued to virtually disappearing in 2008. Simultaneously, the city experienced the advent of substantial multi-unit attached development beginning in 2005. In total, almost 5,000 permits were issued over ten years with 73% for attached units.

Buena Park and Cypress - With a ten-year permit total of 1,140, Buena Park's permits are roughly equal to 20% of Anaheim's activity. The permit data for Cypress shows a 10-year total of 537 or about 10% of Anaheim's permit activity, resulting in an annual average for the city of Cypress of 54 permits.

La Palma and Stanton - The city of La Palma, the smallest of the five cities, also experienced the least amount of residential permit activity with a ten-year total of just 140 permits while Stanton's residential activity was also limited over the ten-year period with a total of 341 permits averaging just 34 permits per year.

Five-City Totals - The permit totals for the five cities in aggregate range from a low of 251 permits in 2001 to a high of 1,089 permits in 2005. The annual average for all ten years calculates to 713 permits with activity in the recent five-year period significantly greater than that in the first five-year period. It is anticipated that the data for 2009 will show a dramatic decline based on current economic conditions.

HISTORICAL AND PROJECTED EMPLOYMENT GROWTH

Orange County - Orange County nonfarm employment has increased by 14% since 1998, with 185,600 jobs added to its 1998 employment base of 1,299,100 for a 2008 total of 1,484,700. This translates into an average job growth of approximately 18,600 per year and a compounded growth rate of 1.3% over ten years despite the decline in employment registered in the past two years.

Cities of Anaheim, Buena Park, Cypress, La Palma and Stanton - In 2005, the employment in the AUHSD area, i.e., the cities of Anaheim, Buena Park, Cypress, La Palma and Stanton, was estimated by SCAG to be 286,045 with nearly three of every four employed in the city of Anaheim.

By 2015, the total employment for the five cities is projected to increase to 305,792. This represents a 6 percent increase over the 2005 estimate and equates to the average addition of 1,975 jobs per year throughout the subarea. It is again noted that these projections were developed prior to the current economic downturn and may therefore be overly optimistic

ENROLLMENT, CAPACITY, AND FACILITY COSTS

Historical Enrollment - Since 1990, enrollment in the Anaheim Union High School District has grown from 23,466 students to 33,719 in 2008 for a net gain of 10,253 students in eighteen years. The annual change over the eighteen-year period has averaged an increase of 570 students for a compounded growth rate of 2.0% per year. The annual data reveals that the District has of late entered a phase of relatively stable enrollment after a protracted period of sustained growth.

Current Enrollment and Capacity - Currently, the District's traditional campuses have a permanent adequate capacity which can accommodate approximately 27,951 students. When the corresponding 2008 enrollment figures for the District (excluding students in independent or alternative studies but including those in Special Day Classes) are matched to the District's comparable permanent capacity (also excluding space for students in independent or alternative studies), an existing Districtwide capacity shortfall of 4,357 seats is revealed.

Enrollment Projections - The District's recent State-approved enrollment projection estimates that by the school year 2013/14, AUHSD's enrollment (again excluding students in independent or alternative studies) may decline to approximately 31,000 students.

Capacity Compared to Enrollment Projections - Comparison of the State growth projections to the District's current adequate capacity discloses that despite the fact that the State enrollment projection indicates District enrollment is forecast to decline over the next five years, a capacity shortfall in excess of 3,100 would continue to exist at the high school level.

Planned Construction - In order to accommodate the expected growth in enrollment, the District has prepared a facilities plan for new construction which would potentially increase the District's high school capacity by 1,888 seats; the estimated cost for the specified new construction projects is approximately \$77,000,000.

Financing Options - In addition to actively participating in the State School Building Program, the District has and continues to investigate alternative sources of funding for new facilities.

Cost per Student Analysis - Utilizing these figures, the average cost of new construction for an average District student in grades 7 through 12 computes to \$27,189.

STUDENT GENERATION FACTORS

Analysis of student generation data within the District discloses that the AUHSD must be prepared for the eventuality that each new housing unit can be expected, on the average, to produce 0.07 students in grades 7-12.

RESIDENTIAL FEE ANALYSIS

Average Impact Cost per New Home - In order to determine the cost of facilities or impact attributable to the average new home, the cost per student is multiplied by the appropriate student generation factor; the resulting average (impact) cost per new home in AUHSD is \$2,090. It should be emphasized that this cost is independent of the actual number of new homes which may be added to the District, but represents the average impact of any new unit.

Average Cost per Square Foot - The impact per new home of \$2,090 can be divided by the size of the average new home in the District, 1,383 square feet, yielding an average impact cost of \$1.51 per square foot, justifying the District's share (50%) of the current statutory fee of \$2.97, or \$1.485.

Average Statutory Fee Collected per Unit - Another perspective on the relative impact of new home construction is demonstrated when the average statutory fee per unit is calculated. When the average unit size is multiplied by the current residential fee, i.e., \$1.49 per square foot, it is

found that an average unit will pay an average fee of \$2,054. This amounts to 98% of the impact cost attributable to each new home in the District.

COMMERCIAL/INDUSTRIAL FEE ANALYSIS

New commercial/industrial development in an area creates new job opportunities and additional employees, some of whom will have children who will attend, and, consequently, impact the local school district; this impact must be identified and measured. The student generation factors associated with local commercial and industrial activity was determined by surveys of more than 2,500 employees in designated employment categories.

By applying these student generation factors per employee and the Government Code-approved employee density figures to the new facility cost per student (\$27,189) a (school) facility cost per employee can be measured. In AUHSD, this cost ranges from a low of \$4.81 per square foot for the Retail category to \$25.06 per square foot for Office space.

The District's share of the current fee of \$0.47, or \$0.24 per square foot (rounded), represents at most 5 percent of the impact as measured by this analysis.

SENIOR HOUSING IMPACT ANALYSIS

To evaluate the impact of senior housing on the District, it is necessary to measure the impact of one new resident on the job market in terms of job creation resulting from that new residency, a phenomenon known in economics as the "multiplier effect." By creating a formula which incorporates this information with data on seniors, it is determined that the school facility impact cost per square foot of senior housing in AUHSD is \$2.29.

The District's share of the current allowable fee for senior housing of \$0.47 per square foot, or \$0.235, is equivalent to 10% of the impact cost.

FINDINGS

The stated findings which are necessary for the imposition of developer fees on residential, commercial/industrial, and senior housing construction have been derived from the study and all of the fees have been found to be justified in the Anaheim Union High School District.

POPULATION AND HOUSEHOLD TRENDS

The Anaheim Union High School District encompasses approximately 46 square miles in the center of Orange County, including portions of the cities of Anaheim, Cypress, Buena Park, La Palma and Stanton." As a non-unified high school District, AUHSD receives students from five elementary feeder districts.

In order to develop a reasonable perspective on the population-related demographics of the District, the study utilizes and presents data on the aforementioned five cities as the most appropriate surrogate for the District; County-based data is also included for reference.

HISTORICAL POPULATION GROWTH

Cities of Anaheim, Buena Park, Cypress, La Palma and Stanton - The historical population growth of the District's five primary cities for the past eight years is presented and summarized in Table 1 and Figures 1 and 2. Since the 2000 Census, the five-city subarea (which is dominated by Anaheim) has increased by 6 percent from a population of 505,336 to an estimated 534,584 in 2008,

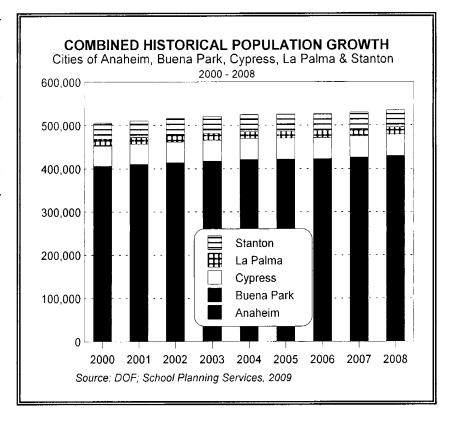


Figure 1

		ANAHEIM, BUE	Table 1 HISTORICAL POPULATION GROWTH INAHEIM, BUENA PARK, CYPRESS, LA PALMA, STANTON AND ORANGE COUNTY 2000 - 2008	Table 1 RICAL POPULATIC PRESS, LA PALMA 2000 - 2008	Table 1 HISTORICAL POPULATION GROWTH R. CYPRESS, LA PALMA, STANTON A 2000 - 2008	H I AND ORANG	E COUNTY		
	2000	2001	2002	2003	2004	2005	2006	2007	2008
Anaheim 33	328,014	331,362	334,743	337,404	340,490	341,318	341,472	343,973	346,823
Buena Park 7	77,962	78,787	79,495	80,333	80,631	80,727	81,192	82,075	82,768
Cypress 4	46,549	47,066	47,599	47,943	48,449	48,658	48,761	49,058	49,541
La Palma	15,408	15,553	15,859	15,962	16,039	16,045	16,049	16,086	16,176
Stanton 3	37,403	37,744	38,118	38,431	38,615	38,650	38,688	38,804	39,276
99 74 101	505,336	510,512	515,814	520,073	524,224	525.398	526 162	529,996	534,584
ORANGE COUNTY (000)	2,846	2,890	2,939	2,981	3,017	3,045	3,066	3,090	3,121
		ANNUAL AVERAGE CHANGE	WERAGE VGE	TOTAL	TOTAL CHANGE				
		#	%	#	%				
Anaheim		2,351	%2.0	18,809	5.7%				
Buena Park		601	0.8%	4,806	6.2%				
Cypress		374	%8.0	2,992	6.4%				
La Palma		96	%9.0	768	2.0%				
Stanton		234	%9:0	1,873	2.0%				
TOTAL		3,656	0.7%	29,248	5.8%				
ORANGE COUNTY (000)	(000	34	1.2%	275	9.7%				
Source: US Bureau of the Census;	the Censu:		California Department of Finance, School Planning Services, 2009	nce; School Ple	anning Services,	2009			

a gain of 29,248 residents for an average increase of 3,656 per year (Table 1). The annual compounded growth rate for the area equals 0.7%, substantially less than the 1.2% rate experienced throughout Orange County over the same eight years.

Inspection of both Table 1 and Figure 2 reveals that all five cities have experienced nominal growth since 2000, with compounded growth rates ranging between 0.6% (La Palma and Stanton) to 0.8% (Buena Park and Additionally, Cypress). Figure 2 emphasizes the relative scale of the five cities in the District with 2008 Anaheim's population estimated at 346,823 compared to Buena Park's 82,768, Cypress' 49,541 and

Stanton's 39,276.

La

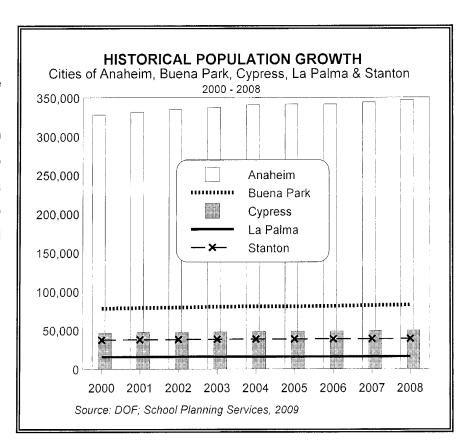


Figure 2

Palma is the smallest city in AUHSD with a population count just above 16,000.

Orange County - Since 2000, Orange County is estimated to have added an average of 34,000 people per year at a compounded growth rate of 1.2% annually; the 2008 County population is estimated to be 3,121,000.

PROJECTED POPULATION GROWTH

Projections, which require assumptions about current as well as future conditions, vary from agency to agency depending upon the methodologies and assumptions which are employed by that particular agency. As the designated Regional Planning Authority, SCAG functions as the primary traditional source for population projections, while city and county planning departments may provide supplemental data. Generally speaking, however, most jurisdictions default to the projections of SCAG because the jurisdictions themselves are now involved with the development of the projections; this study utilizes SCAG's most current projections from 2007.

Cities of Anaheim, Buena Park, Cypress, La Palma and Stanton -With a 2000 combined population of 505,336, SCAG projects a population for the five-city area of 560,065 for the year 2010 and 566,403 for 2015 (Table 2 and Figure 3). This results in a forecast average annual addition of 5,473 people between 2000 and 2010; to date, the DOF estimates that an average of 3,656 has been added per year, or about two-thirds of SCAG's projection. (The DOF 's 2008 population estimate is shown in the graph.) This suggests that the 2015 projection may be too optimistic, especially considering

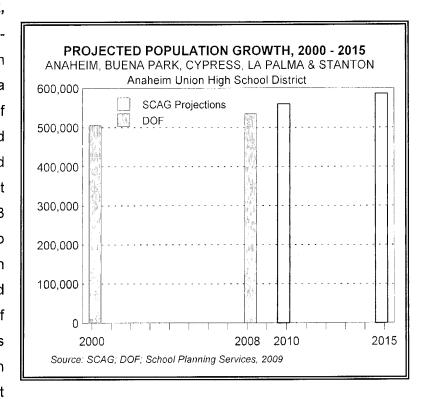


Figure 3

the current economic situation. It is interesting to note that the cities of Anaheim and Stanton

	PROJECTED ANAHEIM, BUENA PARK, CYPRESS	Table 2 ANAHEIM, BUENA PARK, CYPRESS, LA PALMA, STANTON, AND ORANGE COUNTY 2000 - 2015	OUNT.
	2000 7	2010	2015
Anaheim	328,014	365,981	387,418
Buena Park	77,962	86,397	87,872
Cypress	46,549	51,102	52,410
La Palma	15,408	16,837	17,154
Stanton	37,403	39,748	41,548
	988 999	290.092	288.402
ORANGE COUNTY (000)	2,846	3,315	3,452
	ANNUAL AVE	ANNUAL AVERAGE CHANGE	TOTAL CHANGE
	2000 - 2010	20102015	2000-2015
Anaheim	3,797	4,287	59,404
Buena Park	844	295	9,910
Cypress	455	262	5,861
La Palma	143	63	1,746
Stanton	235	360	4,145
TOTAL	2 2 4 5	19.79 19.79	900
ORANGE COUNTY (000)	47	27	909
Source: SCAG, 2007; School Planning Services, 2009	Planning Services, 2009		

are predicted to experience intensified growth from 2010 to 2015 whereas growth in the other three cities is anticipated to diminish. Again, these projections were developed in 2006 and 2007, prior to the recent severe economic decline and therefore must be viewed within this context.

HISTORICAL HOUSEHOLD GROWTH

Cities of Anaheim, Buena Park, Cypress, La Palma and Stanton - In 2000, 151,701 households (i.e., occupied housing units) were tallied in the five cities (Table 3); by 2008, that number had risen to 154,942 households, a modest 2.1% increase in households in eight years compared to the County's increase of 6.5% over the same time period.

On average, the data indicates that approximately 405 new households have been added annually to the five-city area since 2000 with more than 60% of the total located in Anaheim. The compounded growth rate for the District area is 0.3% annually, lagging behind the County's 0.8% household growth rate.

In absolute terms, the five cities have added an estimated total of 3,241 new households since 2000.

With respect to the individual cities, Anaheim (with the largest area) understandably led the field in absolute growth, adding an estimated 2,016 new households in eight years for an average of 252 new households per year; however, the growth of households in Anaheim, Buena Park and Cypress occurred at approximately the same rate of 0.3%.

Orange County - Since 2000, Orange County has acquired an average of approximately 8,000 new households each year, reaching a 2008 count of 996,000.

	ANAHEIM, BU	Table 3 HISTORICAL HOUSEHOLD GROWTH ANAHEIM, BUENA PARK, CYPRESS, LA PALMA, STANTON AND ORANGE COUNTY 2000 - 2008	Table 3 HISTORICAL HOUSEHOLD GROWTH K, CYPRESS, LA PALMA, STANTON / 2000 - 2008	3 HOLD GROWI MA, STANTON 708	H HAND ORAN	SE COUNTY		
2000	2001	2002	2003	2004	2005	2006	2007	2008
Anaheim 96,969	92,056	97,305	97,453	97,987	98,192	98,212	98,712	98,985
Buena Park 23,199	23,228	23,259	23,355	23,353	23,373	23,503	23,707	23,777
Cypress 15,787	15,814	15,872	15,892	15,999	16,062	16,092	16,154	16,223
La Palma 4,979	4,979	5,038	5,038	5,043	5,043	5,043	5,043	5,043
Stanton 10,767	10,765	10,789	10,809	10,820	10,826	10,834	10,842	10,914
TOTAL 151701	151,842	152,263	152,547	153,202	153,496	153,684	154 458	154,942
ORANGE 935 COUNTY (000)	942	951	959	968	978	985	991	966
	ANNUAL, CHA	ANNUAL AVERAGE CHANGE	TOTAL CHANGE	HANGE				
	#	%	#	%				
Anaheim	252	0.3%	2,016	2.1%				
Buena Park	72	0.3%	578	2.5%				
Cypress	55	0.3%	436	2.8%				
La Palma	∞	0.2%	64	1.3%				
Stanton	18	0.2%	147	1.4%				
TOTAL	405	86	3,241	2.1%				
ORANGE COUNTY (000)	æ	%8.0	61	6.5%				
Source: US Bureau of the Census;	nsus; California De	California Department of Finance; School Planning Services, 2009	nce; School Pla	nning Services,	2009			

HISTORICAL HOUSEHOLD SIZE

AUHSD Area - The average household size is another relevant population statistic which has value in describing population trends. With the singular exception of Cypress, the average household size of the cities within AUHSD has exceeded that of the County at least since 2000 even though both geographic areas have experienced increased household density (Table 4). Specifically, the average household size for the AUHSD subarea has expanded from 3.3 persons per household in 2000 to 3.5 in 2008 while the County's average has increased from 3.0 to 3.1. Among Orange County cities, only the city of Garden Grove has a larger household size at 3.7.

ANAHEIM, BUENA	Table 4 ERAGE HOUSEHOLD S PARK, CYPRESS, LA AND ORANGE COUNT 2000 - 2008	PALMA, STANTON
Place	2000	2008
Anaheim	3.3	3.5
Buena Park	3.3	3.4
Cypress	2.9	3.0
La Palma	3.1	3.2
Stanton	3.4	3.5
SUBAREA AVERAGE	·	3.5
ORANGE COUNTY	3.0	3.1

Source: DOF; School Planning Services, 2009

Relationship of Population Growth and Household Growth - Comparison of the subarea's historical household growth to its simultaneous population growth is also enlightening. As shown in Table 5, population in the five cities increased by 29,248 between 2000 and 2008 while at the same time, households grew by 3,241. Although it is obvious that the new population growth was not accommodated exclusively in new household formations, the ratio of the two provides an indicator of the growth dynamic.

	MPARISON OF PO NAHEIM, BUENA P	THE SECOND SECON		
Harrist Control (1997)	2000	2008	Change	Pop/HH
Population	505,336	534,584	29,248	0.0
Households	151,701	154,942	3,241	9.0
Source: US Bure	au of the Census; S	School Planning Sei	vices, 2009	

In this particular case, there were 9.0 new residents for each new household, creating the abovenoted and substantial increase in population density, or household size.

PROJECTED HOUSEHOLD GROWTH

In conjunction with the population projections, SCAG has also prepared household growth projections for 2010 and 2015. Corresponding to the population data tables, Table 6 presents the 2000 household count with SCAG's household growth projections for each of the five cities in the study area and Orange County.

Cities of Anaheim, Buena Park, Cypress, La Palma and Stanton - According to the Census data, there were 151,701 households in the five cities in 2000. SCAG forecasts a 2010 count of 159,769 households, rising to 165,560 by 2015.

Comparing SCAG's numbers to the DOF's 2008 estimate of 154,942 households for the area, it is apparent that SCAG's forecasts are again shown to be too aggressive particularly with respect to Anaheim, having been produced prior to the onset of the current economic crisis. The fact remains, however, that some degree of continued growth can be reasonably expected albeit at a much more measured pace.

Orange County - The County's household numbers are forecast by SCAG to rise from 935,000 households in 2000 to a projected 1,072,000 households in 2015. If the County continues to add 8,000 households per year as shown in Table 3, the 2010 total would equal 1,012,000 households, within thee percent of SCAG's projected 1,039,000 households for the same year. Considering the slowdown already observed in Anaheim, however, this outcome appears unlikely.

	PROJECTED ANAHEIM, BUENA PARK, CYPRESS,	Table 6 PROJECTED HOUSEHOLD GROWTH BUENA PARK, CYPRESS, LA PALMA, STANTON AND ORANGE COUNT 2000 - 2015	
	2000	2010	2015
Anaheim	696'96	103,148	108,129
Buena Park	23,199	24,196	24,275
Cypress	15,787	16,325	16,614
La Palma	4,979	5,055	5,056
Stanton	10,767	11,045	11,486
TOTAL	12/ 20/	69. 69.	99
ORANGE COUNTY (000)	935	1,039	1,072
	ANNUAL AVERAGE CHANGE	AGE CHANGE	TOTAL CHANGE
	2000 - 2010	2010 - 2015	2000 - 2015
Anaheim	618	966	11,160
Buena Park	100	16	1,076
Cypress	54	58	827
La Palma	80	0	22
Stanton	28	88	719
	208	Property of the control of the contr	
ORANGE COUNTY (000)	10	7	137
Source: SCAG, 2007; School P.	Planning Services, 2009		

RESIDENTIAL DEVELOPMENT ANALYSIS

Cities of Anaheim, Buena Park, Cypress, La Palma and Stanton - A ten-year review of historical residential development in the cities of Anaheim, Buena Park, Cypress, La Palma and Stanton from 1999 through 2008 as characterized by building permits is displayed in Figures 4 through 9 as well as detailed by housing type for each city in Tables 7 through 12. This data was obtained from the building activity reports which are required from cities throughout the United States by the Department of Commerce and is collected locally by the Construction Industry Research Board and from the individual cities. In each of the tables, this information has been divided into two time periods in an attempt to highlight the existence of any development trends.

Anaheim Figure dramatically illustrates transition in new residential which has construction transpired in the city of Anaheim during the past ten years as single-family detached units devolved from being the majority of permits issued to nearly disappearing in 2008 (Table 7). Simultaneously, the city experienced the advent of substantial multi-unit attached development beginning 2005. In total, almost 5,000 permits were issued over ten years with 73% for attached units.

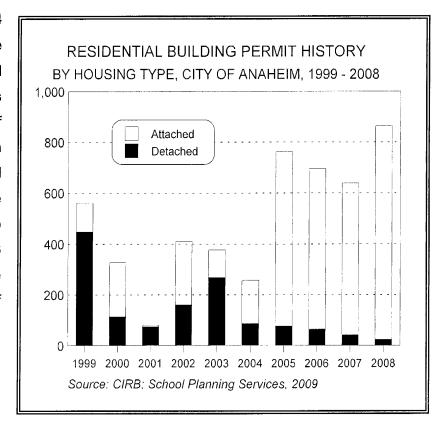


Figure 4

			RSS GS	NTIAL BUIL BY HO CITY (Table 7 RESIDENTIAL BUILDING PERMIT HISTORY BY HOUSING TYPE CITY OF ANAHEIM 1999 - 2008	MIT HISTOR	**************************************			
HOUSING	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008
Single Family	448	114	75	161	268	86	92	64	41	24
Multi- family	112	213	4	250	108	171	287	631	265	840
TOTAL	560	327	62	411	376	257	763	695	638	864
			1	ANNUAL AVERAGE	/ERAGE				TOTAL	
		1999 - 2003	03	2004 - 2	- 2008	1999 - 2008	908		1999 - 2008	
Single Family		213		58	<u> </u>	136		1,357	57	27%
Multi- family		137		585	2	361		3,613	13	73%
TOTAL		351		643		497		4,970	70	100%
Source: Department of Commerce; Construction Industry Research Board; DOF; School Planning Services, 2009	rtment of C	Commerce; C	onstruction	n Industry F	Research Bo	ard; DOF; S	chool Plar	nning Servic	es, 2009	

According to Table 7, the average number of permits in Anaheim increased from 351 in the first half of the time period to 643 in the second half.

Buena Park - Figure 5 presents a graphic illustration of residential activity in the city of Buena Park, the city within AUHSD which claims the second highest volume of residential activity; with a tenyear permit total of 1,140 (Table 8), Buena Park's permits are roughly equal to 20% of Anaheim's activity. Similar to Anaheim. Buena Park demonstrates an increasing shift from predominantly detached housing in the first five years to a greater proportion of attached units in the more recent five years.

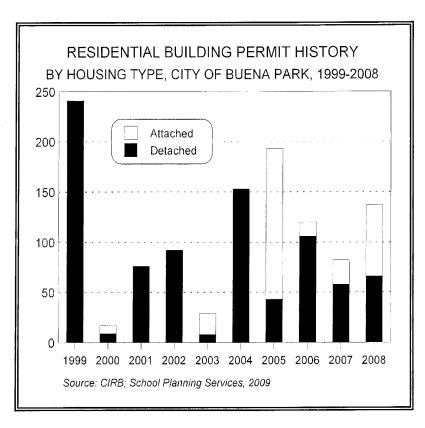


Figure 5

Overall, attached housing

accounts for one-fourth of the permitted product in Buena Park in the past ten years and exclusively accounts for the increase in the activity level between the two five-year periods which grew from an average of 91 permits per year from 1999 through 2004 to an average of 137 permits from 2004 through 2008.

			RESIDE	T. NTIAL BUILI BY HOU CITY OF 1	Table 8 TIAL BUILDING PERMIT BY HOUSING TYPE CITY OF BUENA PARK 1999 - 2008	Table 8 RESIDENTIAL BUILDING PERMIT HISTORY BY HOUSING TYPE CITY OF BUENA PARK 1999 - 2008				
HOUSING TYPE 1999		2000	2001	2002	2003	2004	2005	2006	2007	2008
Single Family 241	7	თ	92	92	∞	153	43	106	28	99
Multi- family	0	ω	0	0	21	0	150	4	24	71
TOTAL 241	⇆	17	92	92	59	153	193	120	82	137
			ANNUA	ANNUAL AVERAGE	1.1.1				TOTAL	
		1999 - 2003	2	2004 - 2008	80	1999 - 2008	800		1998 - 2008	
Single Family		85		85		85		88	852	75%
Multi- family		9	:	52		29		28	288	72%
TOTAL		91		137		114		1,140	01	100%
Source: Department of Commerce; Construction Industry Research Board; DOF; School Planning Services, 2009	t of Comme	rce; Const	ruction Indu:	stry Researc	th Board; D(JF; School P	lanning Ser	vices, 2009		

Cypress - The permit data for Cypress shows a 10-year total of 537 or about 10% of Anaheim's permit activity, resulting in an annual average of 54 permits (Table 9 and Figure 6). Cypress' residential activity is characterized by nominal development with even the nominal volume deteriorating in the past three years. In fact, in 2008, no permits were pulled for singe-family detached housing in Cypress.

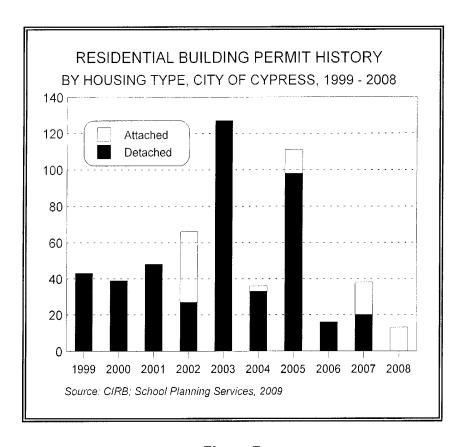


Figure 7

When the first half of the ten-year period is compared to the more recent time frame, it is seen that the average number of residential building permits dropped from 65 per year to 43. Table 9 also shows that attached permits accounted for 16% of the ten-year total.

			S S S	ENTIAL BUIL BY HOL CITY OI	Table 9 AL BUILDING PERM BY HOUSING TYPE CITY OF CYPRESS 1999 - 2008	Table 9 RESIDENTIAL BUILDING PERMIT HISTORY BY HOUSING TYPE CITY OF CYPRESS 1999 - 2008				
HOUSING TYPE	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008
Single Family	43	39	48	27	127	33	86	16	20	0
Multi- family	0	0	0	39	0	က	13	0	18	13
TOTAL	43	39	48	99	127	36	17	16	38	13
		1999 - 2003		ANNUAL AVERAGE	80	1999 - 20	2008	3	TOTAL 1999 - 2008	
Single Family		22		33		45		451	_	84%
Multi- family		80		თ		о		86		16%
TOTAL		65		43		54		537		100%
Source: Department of Commerce; Construction Industry Research Board; City of Cypress; School Planning Services, 2009	ent of Comm	ierce; Constr	uction Indu	stry Researcl	h Board; Cit	y of Cypress;	School Pla	nning Service	ıs, 2009	

La Palma - The city of La Palma, the smallest of the five cities, also experienced the least amount of residential permit activity with a tenyear total of just 140 permits (Table 10), most of which were attached units. The bulk of the activity was concentrated in the first half of the time period, although over half of the years examined in La Palma revealed no residential permit activity whatsoever (Figure 7).

Stanton - Stanton's residential activity has also been limited over the tenyear period with a total of 341 permits averaging 34 per year (Table 11 and Figure 8). In comparison to La Palma, however, Stanton's permit activity appears somewhat more normally distributed over time while varying from a low of one permit in the year 2000 to a high of 71 permits reported in 2007. Eighty-six percent of Stanton's permits have been for single-family detached housing. No meaningful difference in activity was detected between the first five years and the second five years.

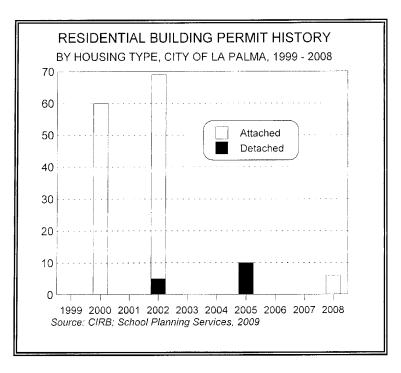


Figure 7

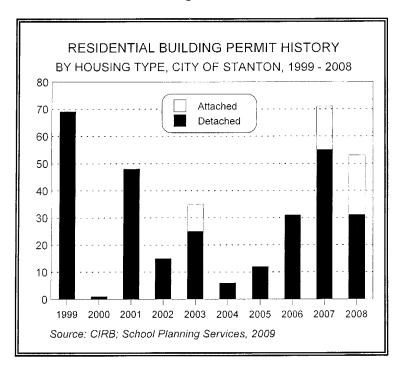


Figure 8

41

			RESIDE	RESIDENTIAL BUILDING PERMIT HISTORY BY HOUSING TYPE CITY OF LA PALMA 1999 - 2008	Table 10 Table 10 BY HOUSING TYPE CITY OF LA PALMA 1999 - 2008	ATT HISTOR	≿			
HOUSING TYPE	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008
Single Family	0	0	0	5	0	0	10	0	0	0
Multi- family	0	9	0	59	0	0	0	0	0	9
TOTAL	0	9	0	49	0	0	10	0	0	9
		·	ANNU	ANNUAL AVERAGE	111				TOTAL	
		1999 - 2	- 2003	2004 - 2008	800	1999 - 2008	2008		1999 - 2008	
Single Family		~		2			5	~	5	11%
Multi- family		24		←	í	13	8	125	5	%68
TOTAL		25		က		4		140	0	100%
Source: Department of Commerce; Construction Industry Research Board; City of La Palma; School Planning Services, 2009	ment of Cc	ımmerce; Coı	nstruction Ind	lustry Resear	rch Board; C	ity of La Pe	alma; Schoc	l Planning Se	ervices, 2005	G

		RESIDE	Table 11 RESIDENTIAL BUILDING PERMIT HIST BY HOUSING TYPE CITY OF STANTON 1999 - 2008	11 S PERMIT HIS G TYPE ANTON 508	STORY.			
1	2000	2001	2002 2003	03 2004	2005	2006	2007	2008
Single Family 69	ζ	48	15	25 (6 12	31	55	31
Multi- family 0	0	0	0	10 0	0,	0	16	22
TOTAL 69	~	48	15	35 (6 12	31	71	53
		ANNUA	ANNUAL AVERAGE		1999 2008		TOTAL	
Single Family	32	•	27		29	293	3	%98
Multi- family	2		8		5	48		14%
TOTAL	34		35		34	341		100%
Source: Department of Commerce; Construction Industry Research Board; City of Stanton; School Planning Services, 2009	of Commerce; Co	onstruction Ind	ustry Research B	oard; City of S	Stanton; School	Planning Servi	ices, 2009	

Five-City Totals - Table 12 and Figure 9 present ten years of total residential permit activity for the major cities in the District – Anaheim, Buena Park, Cypress, La Palma and Stanton. The permit totals range from a low of 251 in 2001 to a high of 1,089 in 2005. The annual average for all ten years calculates to 713 permits. Further, the data shows that permit activity in the second

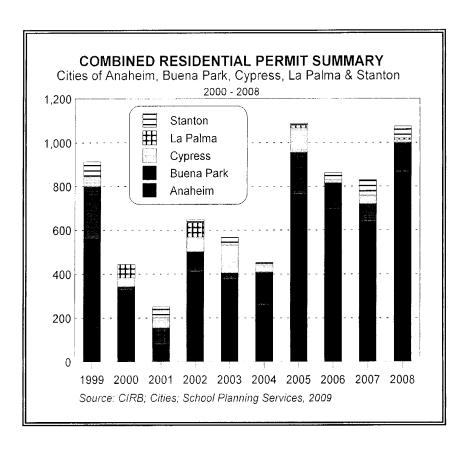


Figure 9

half of the time period was significantly greater than the activity in the first half of the period, with an average of 861 annual permits in the more recent period compared to 565 in the earlier. In fact, the number of permits recorded in 2008 nearly equaled the period high in 2005 as Anaheim reached a record number of permits for the time frame based on the surge in high-density attached permits. It is anticipated that the data for 2009 will show a dramatic decline based on current economic conditions.

	Y W	SUMMARY O AHEIM, BUET	Table 12 SUMMARY OF RESIDENTIAL BUILDING PERMIT HISTORY ANAHEIM, BUENA PARK, CYPRESS, LA PALMA AND STANTON 1999 - 2008	Table 12 VTIAL BUILDING CYPRESS, LA 1999 - 2008	S PERMIT HIST PALMA AND ST	ORY	500 A		
0LTY 1999	2000	2001	2002	2003	2004	2005	2006	2007	2008
Anaheim 560	327	62	411	376	257	763	695	638	864
Buena Park 241	17	92	92	29	153	193	120	82	137
Cypress 43	39	48	99	127	36	111	16	38	13
. La Paima 0	09	0	64	0	0	10	0	0	9
Stanton 69	1	48	15	35	g	12	31	7.1	53
TOTAL 913	444	251	648	267	452	1,089	862	829	1,073
			ANNUAL AVERAGE	AGE			01	TOTAL ACTIVITY	\ \ -
	1999 - 2003	83	2004 - 2008		1999 - 2008	308	Ac	Actual	Share
Anaheim	351		643		497		4,970	0,	%02
Buena Park	91		137		114		1,140	01	16%
Cypress	65		43		54		537	25	%8
La Palma	25		ю	•	41		140	0	2%
Stanton	34		35	, -	34		341	11	2%
TOTAL	565		861		713		7,128	28	100%
Numbers are independently rounded.	unded.								
Source: Department of Commerce; Construction Industry Research Board; School Planning Services, 2009	ierce; Constructior	Industry Res	earch Board; Sch	nool Plann	ing Services, 20	600			

HISTORICAL AND PROJECTED EMPLOYMENT GROWTH

range County - Over the past ten years, employment in Orange County has experienced growth overall despite two periods of decline as illustrated in Figure 10 and detailed in Table 13. According to the most current data from the State Employment Development

Department ("EDD"), Orange County has seen nonfarm employment increase 14% since 1998, with 185,6-00 jobs added to its 1998 base employment 1,299,100 for a 2008 total of 1,484,700. This translates into an average job growth of approximately 18,600 per year and a compounded growth rate of 1.3% over ten years despite the decline in employment registered in the past two years.

The data does, however, indicate that employment growth in the most recent five years has been less than

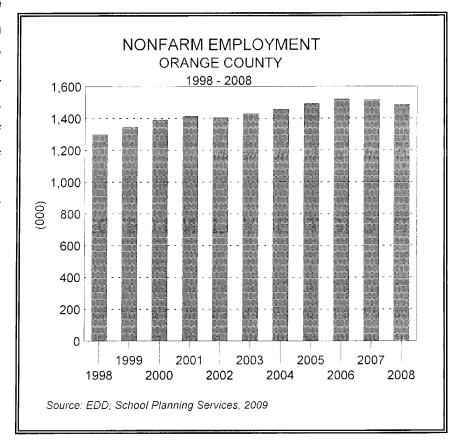


Figure 10

half the rate enjoyed in the first five years of the ten-year time frame. In absolute terms, the average change in employment for the 2003 - 2008 period was 11,100 compared to 26,000 in the preceding five years while the compounded rate of growth declined from an average of 1.9% annually (1998 - 2003) to 0.8% in the recent five years.

			2	NFARM EN	Table 13 NONFARM EMPLOYMENT - ANNUAL AVERAGES ORANGE COUNTY 1998 - 2008 (000)	able 13 MENT - ANNUAI GE COUNTY 98 - 2008 (000)	L AVERAGI				Control of the Contro
1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	
1,299.1	1,345.2	1,388.9	1,413.7	1,403.7	1,429.0	1,456.7	1,491.0	1,518.9	1,515.5	1,484.7	
	ANA	ANNUAL AVERAGE CHANGE	AGE CHAN	JGE				TOTAL CHANGE	HANGE		
				1998 - 2008	-2008					1998 - 2008	2008
1998 -	1998 - 2003	2003 - 2008	2008	# # # # # # # # # # # # # # # # # # #	9%	1998 -	1998 - 2003	2003	2003 - 2008	#	%
26.0	1.9%	11.1	0.8%	18.6	1.3%	129.9	10.0%	55.7	3.9%	185.6	14.3%
Source: 1	Source: Employment Development Dept.; School Planning Services, 2009	. Develoртє	ant Dept.; Sa	chool Plann	ing Services	, 2009					

Cities of Anaheim, Buena Park, Cypress, La Palma and Stanton - In 2005, the employment in the AUHSD area, i.e., the cities of Anaheim, Buena Park, Cypress, La Palma and Stanton, was estimated by SCAG to be 286,045 with nearly three of every four employed in the city of Anaheim (Table 14).

By 2015, the total employment for the five cities is projected to increase to 305,792. This represents a 6 percent increase over the 2005 estimate and equates to the average addition of 1,975 jobs per year throughout the subarea.

With respect to the individual cities, the greatest growth on both an absolute basis and in terms of anticipated rate of growth is forecast for the city of Cypress with an anticipated increase of 9,632 jobs projected over the ten-year time period, nearly double the number expected for Anaheim. This projection represents an increase in employment of 27% between 2005 and 2015 for Cypress. It is again noted that these projections were developed prior to the current economic downturn and may therefore be overly optimistic.

		PROJECTE IM, BUENA PAR	Table 14 PROJECTED EMPLOYMENT GROWTH ANAHEIM, BUENA PARK, CYPRESS, LA PALMA AND STANTON 2005 - 2015	GROWTH PALMA AND ST		
				2005	2005-2015	
			AVERAGE CHANGE	CHANGE	TOTAL CHANGE	HANGE
Place	2005	2015	Numerical	Rate	Numèrical	Percentage
Anaheim	206,703	211,526	482	0.2%	4,823	2%
Buena Park	35,907	39,676	377	1.0%	3,769	%6
Cypress	26,359	35,991	696	3.2%	9,632	27%
La Palma	6,933	7,574	64	%6:0	641	%8
Stanton	10,143	11,025	88	0.8%	882	%8
TOTAL	286,045	305,792	1,975	0.7%	19,747	%9
Source: SCAG,	2007; School Pla	Source: SCAG, 2007; School Planning Services, 2009	5009			

ENROLLMENT, CAPACITY, AND FACILITY COSTS

ENROLLMENT AND CAPACITY DYNAMICS

istorical Enrollment - Enrollment in the Anaheim Union High School District has grown from 23,466 students in 1990 to 33,719 in 2008 for a net gain of 10,253 students in

eighteen years (Table 15 and Figure 11).¹ The annual change over the eighteen-year period has averaged an increase of 570 students for a compounded growth rate of 2.0% per year.

examination of not only the graph but also the actual data reveals that the District has of late entered a phase of relatively stable enrollment after a protracted period of sustained growth. This phenomenon is further detailed in Table 16.

Even the most cursory

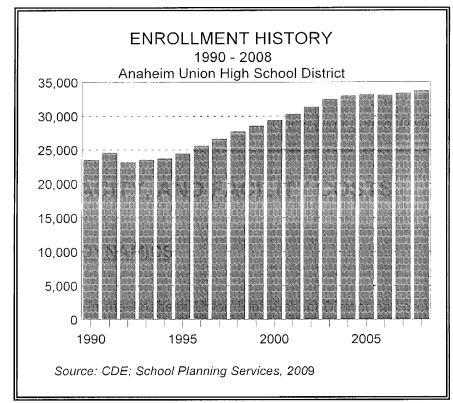


Figure 11

¹ Enrollment varies according to the time of the count in addition to the nature of the enrollment base; this particular data is based on the total CBEDS enrollment.

	a Kitalia kiring tanan 1991 da ing	Table 15 ENROLLMENT HISTORY 1990 - 2008 eim Union High School District	
Year	Enrollment	Annual Enrollment Change	Annual Percentage Change
1990	23,466	-	-
1991	24,538	1,072	4.6%
1992	23,142	(1,396)	(5.7)%
1993	23,466	324	1.4%
1994	23,709	243	1.0%
1995	24,412	703	3.0%
1996	25,593	1,181	4.8%
1997	26,613	1,020	4.0%
1998	27,712	1,099	4.1%
1999	28,543	831	3.0%
2000	29,363	820	2.9%

51

		Table 15 NROLLMENT HISTORY 1990 - 2008 Im Union High School District	
Year	Enrollment	Annual Enrollment Change	Annual Percentage Change
2001	30,258	895	3.0%
2002	31,338	1,080	3.6%
2003	32,468	1,130	3.6%
2004	32,975	507	1.6%
2005	33,112	137	0.4%
2006	33,076	(36)	(0.1)%
2007	33,343	267	0.8%
2008	33,719	376	1.1%
TOTAL CHAI	NGE	10,253	
AVERAGE A	NNUAL INCREASE	570	2.0%
Source: CDE	; School Planning Ser	vices, 2009	

Table 16 presents a summary of the enrollment growth characteristics divided into four time periods to highlight the differences between the earlier years and more recent time. It is seen that while growth was restrained in the first half of the 1990's with an annual average compounded rate of 0.8% per year, it exploded in the subsequent five years to an average increase of 3.8% per year, resulting in the addition of nearly 1,000 students each year on average. Between 2000 and 2005, growth began to slow, registering an average but healthy rate of 2.4% annually. Since 2005, District enrollment has slowed further to an average rate of 0.6% with an average gain of 202 students per year.

	ble			
SUMMARY OF				
		วดดร		
Anaheim Ui				

AVERAGE ANNUAL CHANGE

1990	- 1995	1995	- 2000	2000	- 2005	2005	- 2008
#	%	#	%	#	%	#	%
189	0.8%	990	3.8%	750	2.4%	202	0.6%

Source: CDE; School Planning Services, 2009

Current Enrollment and Capacity - At the present time, AUHSD has seventeen school sites offering traditional education¹; this includes eight junior high schools with grades 7 and 8, eight comprehensive high schools and one junior/senior high school combination campus (Table 17). Collectively, when

current State loading standards are applied, these campuses at present accommodate a permanent adequately housed capacity of approximately 27,951.

The permanent adequate capacity at the individual traditional schools in the District ranges from 918 at Oxford Academy, the school with the 7-12 grade configuration, to 2,257 at Loara High. As depicted in Figure 12, this Districtwide capacity is generally allocated to grade configurations as follows: 10,789 to grades 7-8 and 17,162 for grades 9-12.

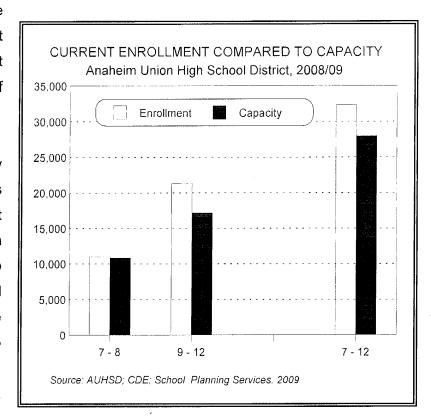


Figure 12

Table 17 also delineates the 2008 CBEDS enrollment figures for the individual schools in the District, again excluding those students enrolled in independent/alternative studies and continuation high school so that a valid comparison of enrollment to capacity is created.² The total enrollment as thus defined for 2008 equals 32,308.

¹ Sites which offer alternative/independent programs, e.g., continuation high, are not included in this table because of the difference in the enrollment and capacity calculations.

² Both the capacity and enrollment figures include Special Day Class (SDC) students.

Table 17 CURRENT 7-12 HOUSING CONDITION COMPARING PERMANENT CAPACITY AND ENROLLMENT Anaheim Union High School District 2008/09

School	Grades	Adequately Housed Capacity	Current Enrollment	Capacity Excess (Shortfall)
Ball Jr. High	7-8	1,192	1,339	(147)
Brookhurst Jr. High	7-8	1,293	1,284	9
Dale Jr. High	7-8	1,410	1,348	62
Lexington Jr. High	7-8	1,187	1,106	81
Orangeview Jr. High	7-8	1,198	1,047	151
Oxford Academy	7-8	405	405	0
South Jr. High	7-8	1,401	1,487	(86)
Sycamore Jr. High	7-8	1,467	1,705	(238)
Walker Jr. High	7-8	1,236	1,271	(35)
7-8 Subtotal		10,789	10,992	(203)

Table 17
CURRENT 7-12 HOUSING CONDITION
COMPARING PERMANENT CAPACITY AND ENROLLMENT
Anaheim Union High School District
2008/09

School	Grades	Adequately Housed Capacity	Current Enrollment	Capacity Excess (Shortfall)
Anaheim High	9-12	2,156	3,262	(1,106)
Cypress High	9-12	2,104	2,486	(382)
Kennedy High	9-12	2,251	2,360	(109)
Katella High	9-12	2,120	2,749	(629)
Loara High	9-12	2,257	2,761	(504)
Magnolia High	9-12	1,821	2,222	(401)
Oxford Academy	9-12	513	718	(205)
Savanna High	9-12	2,049	2,377	(328)
Western High	9-12	1,891	2,381	(490)
9-12 Subtotal		17,162	21,316	(4,154)
			Anga Producerang paggas progression or de la company Na sakaman di maiori na kataman da jakaman	

TOTAL (7-12) 27,951 32,308 (4,357)

Enrollment includes SDC but does not include independent/alternative studies or continuation high school.

Source: CDE; AUHSD; School Planning Services, 2009

Comparison of this enrollment count to the District's analogous adequate permanent capacity reveals that the District in aggregate has a shortfall of 4,357 seats. Figure 12 (p.44) illustrates that although a deficit exists at both junior and senior high school levels, the high schools exhibit the majority of the need with a shortfall of 4,154 seats while the junior high school figures are close to parity.

Enrollment Projections - The District's recent Enrollment Certification/Projection, referred to as

the SAB 50-01, was developed according to a State model which is a five-year projection based on four years of AUHSD's CBEDS (October) enrollment plus commensurate the enrollment data from the feeder elementary districts. These particular projections, prepared in 2009, are enumerated on Table 18 by the District's two operant grade configurations, i.e., 7-8 and 9-12 plus SDC. Figure 13 displays the same projections in the form of a stacked bar graph.

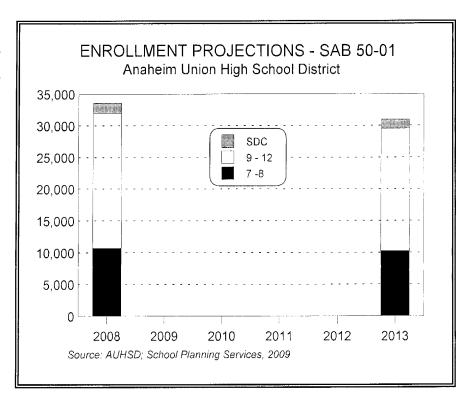


Figure 13

This methodology of this projection is known as weighted cohort survival, in which enrollment from the four previous years (equivalent to three enrollment changes) functions as the base data, with a greater weight assigned to the more recent enrollment variations. (These projections may also be enhanced by an adjustment for future residential construction.)

	FIV	Tabl E YEAR ENROLLN Anaheim Union H 2008/09	igh School Distric				
Grades	2008/09			Five Year	s - 2013/14		
7-8	10,705			10,	217		
9-12	21,265			19,	313		
Subtotal	31,970			29,	530		
SDC	1,574			1,4	453		
TOTAL 33,544 30,983							
ANNUAL PROJECTED CHANGE (512)							
TOTAL AVERAGE ANNUAL PROJECTED CHANGE PROJECTED CHANGE 2008/09 - 2013/14 2008/09 - 2013/14							
Share of Share of Number Percentage Change Number Percentage							
7-8	(488) (5)% 19% (98) (0.9)%						
9-12	(1,952)	(9)%	76%	(390)	(1.9)%		
Subtotal	(2,440)	(8)%	95%	(488)	(1.6)%		
SDC	(121)	(8)%	5%	(24)	(1.6)%		
TOTAL (2,561) (8)% 100% (512) (1.6)%							
Independent a	nd other alternative rounded.	e students are not	included.				
Source: AUHS	SD SAB 50-01; Sch	nool Planning Servi	ices, 2009				

The enrollment projection derived from this methodology, then, estimates that District enrollment is expected to decline at a relatively slow pace over the next five years with a total count (including estimates for special education and continuation high students but not alternative or independent studies) of 30,983 projected for the school year 2013/14, a decrease of 2,561 students over five years. This equates to an average annual decrease of 512 students at a projected compounded rate of (1.6)% annually.

Current Capacity Compared to Enrollment Projections -

Figure 14 and Table 19 illustrate the potential capacity shortfall if the District should be compelled to accommodate the State's projected enrollment (which, as stated previously, excludes students in alternative programs) in its existing facilities. Despite the fact that the State enrollment projection formula indicates that District enrollment is forecast to decline over the ensuing five years, it is shown that without new construction, a capacity shortfall would continue to exist.

Figure 14 visually defines the magnitude of the potential capacity

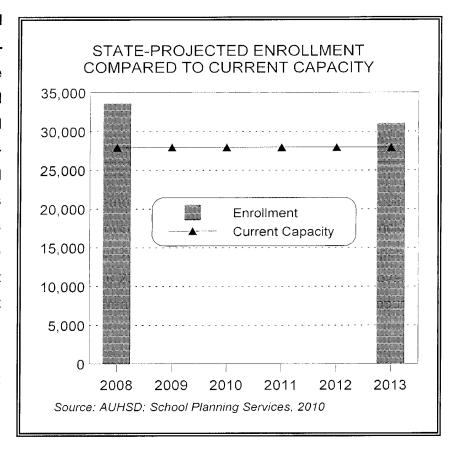


Figure 14

shortage under these assumptions while Table 19 reveals the projected capacity shortfall to nevertheless exceed 3,000 seats in 2013/14.

Table 19 STATE ENROLLMENT PROJECTIONS COMPARED TO CAPACITY Anaheim Union High School District 2013/14					
Current Permanent Capacity	Projected Enrollment	Capacity Excess (Shortfall)			
27,951	30,983	(3,032)			

It is instructive to further refine this analysis by evaluating the forecast capacity needs on the basis of grade configuration, i.e., junior high school and high school. The data indicates that all of the capacity shortfall expected by Year 5 of the projection will be located in the high school grades with a projected need for 3,120 additional seats (Table 19B).

S	TATE ENROLLMENT PROJE Anaheim Unioi	able 19B CTIONS COMPARED TO CA n High School District 013/14	PACITY			
Grades	Current Permanent Capacity	Projected Enrollment*	Capacity Excess (Shortfall)			
7-8	10,789	10,701	88			
9-12	9-12 17,162 20,282 (3,120)					
	es prorated SDC count. chool Planning Services, 200	9				

Planned Construction - As part of its response to the necessity of providing adequate housing for the expected growth in enrollment with facilities that are both conducive to learning and reflective of current educational and technological standards, the District has prepared and is implementing a capital facilities plan, which, as part of its objective, identifies specific proposed new construction projects; this element of the plan is summarized on Table 20.

Based on the foregoing analysis, the specifics of the plan include classroom additions only at the five high school campuses designated. In total, this proposed new construction will result in an increase to District capacity of approximately 1,888 seats in grades 9 through 12. The total cost for the planned new construction is estimated at approximately \$77,000,000.

Financing Options - In preparation for the funding of the projected growth, the District is participating in the State school program, as well as pursuing a full spectrum of other financial funding opportunities as they become available and viable.

The extent to which the District may receive future funding through the State program to mitigate any of its facilities shortfall is unknown at this time because of the uncertainty inherent in the program itself which currently relies on Statewide General Obligation Bonds. This problematic situation is even further compounded by the State's expressed position that at least one-half of the funding for facilities should be the primary responsibility of the local levels of government, with the State serving only as the funding source of last resort.

COST PER STUDENT ANALYSIS

As stated above, the costs indicated on Table 20 reflect the costs associated with the specified projects. In order to assess the impact of new residential construction on the District, one of the required components of the nexus is to determine the cost of providing adequate facilities to house a new student within the District. The discussion which follows details the determination of this cost in AUHSD.

FACILITIES PLAN		R NEW CON Anahi	Table 20 STRUCTION WI eim Union High S 2008/09	Table 20 ICONSTRUCTION WITH COST PE Anaheim Union High School District 2008/09	FOR NEW CONSTRUCTION WITH COST PER STUDENT CALCULATION Anaheim Union High School District 2008/09	
		Capacity			Estimate Project Cost	isc
e e e Lifere	7-8	9-12	7-12	2-2	8-12	72.43
Cypress High School	1	81	81	-	\$5,000,000	\$5,000,000
Норе	I	160	160	I	\$14,000,000	\$14,000,000
Magnolia	ŀ	648	648	I	\$21,000,000	\$21,000,000
Savanna	ŀ	486	486	I	\$18,000,000	\$18,000,000
Western	I	513	513	ſ	\$19,000,000	\$19,000,000
TOTAL	0	1,888	1,888	\$0	\$77,000,000	\$77,000,000
Average Cost per Student				\$0	\$40,784	
WEIGHTED COST PER 7-12		STUDENT	\$27,189			
Source: AUHSD; School Planning Services, 2009	Janning	Services, 20	600			

The average cost per student for new construction was first determined for each grade configuration, i.e., 7-8 and 9-12, by dividing the total projected cost of the planned construction by its associated capacity; the cost and capacity figures were provided by District staff and are based on District standards and information.

As Table 20 indicates, no cost is indicated for new middle school students while the average cost per high school student calculates to \$40,784. When these costs are weighted by the number of grades at each level, the resulting average cost of permanent adequate facilities per 7-12 student calculates to \$27,189.

STUDENT GENERATION FACTORS

n order to determine the student generation factors ("SGF") for AUHSD, the addresses of new homes built within the District over five years were obtained from District records. In total, 1,581 units were thus identified, 139 of which were detached units. This proportion reflects the recent residential development history within the District, especially within the primary city of Anaheim, as detailed previously in the narrative.

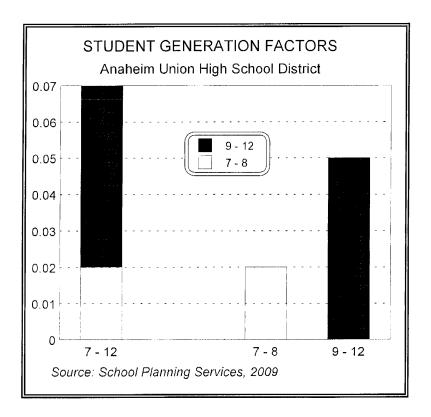


Figure 15

The addresses thus obtained were compared to the District's enrollment records to establish the number of children in grades 7 through 12 emanating from these particular homes. Table 21 and Figure 15 present the results of that effort.

Under these assumptions, the 7-12 student generation factor ("SGF") from the District's new homes has been determined to be 0.07 students, with 0.02 students per household allocated to grades 7-8 and 0.05 students in grades 9-12. It is noted that the student generation from the attached housing was significantly less on a per unit basis than that from detached housing.

	STUDENT GE	Table 21 NERATION FACTORS on High School District 2009	
Grades	New Homes	Student Count	SGF
7-8	1,581	35	0.02
9-12	1,581	81	0.05
7-12	1,581	116	0.07
Source: AUHSD;	School Planning Services	s, 2009	

RESIDENTIAL FEE ANALYSIS

AVERAGE IMPACT COST PER NEW HOME

verage Impact per Unit - The final step in evaluating the cost to the District of the average new home is the application of the student generation factors ("SGF") to the cost per student of facilities. Table 22 depicts this process wherein the cost per student by grade configuration

	NEW HOME IMPAG Anaheim Union H	ole 22 CT COST ANALYSIS High School District 2009	
	Cost per Student	SGF	Cost per New Home
7-8	\$0	0.02	\$0
9-12	\$40,784	0.05	\$2,090
TOTAL IMPACT COST	PER NEW HOME	hanalla lenasili	\$2,090
Note: Data is expresse	d in rounded format.		
Source: AUHSD; Scho	ol Planning Services, 2	009	

is multiplied by the appropriate generation factor; the resulting average (impact) cost per new home calculates to \$2,090. It is important to note that this cost per new home is independent of the actual number of new homes which may be added to the District, but rather, it represents an average impact of any new unit.

Average Cost per Square Foot - This impact cost per new home of \$2,090 can then be divided by the size of the average new home in the District to yield an average impact cost per square foot. Examination of data on nearly 2,700 units for which fees were paid to AUHSD reveals the average size of new units in the District to be 1,383 square feet, resulting in an average impact cost of \$1.51 per square foot (Table 23). The demonstrated impact exceeds the District's share of the current maximum statutory fee of \$2.97 which is \$1.485, therefore justifying collection at \$1.485 per square foot of new residential construction.

NEW H	Table 23 HOME IMPACT - COST PER SQU/ Anaheim Union High School Disti 2009	
Total Impact per Unit	Average Square Footage	Impact per Square Foot
\$2,090	1,383	\$1.51

Source: AUHSD; School Planning Services, 2010

Average Statutory Fee per Unit - Another perspective on fees from new homes can be derived by calculating the average fee collected from a new unit. This is done by multiplying the average size of new residential construction in the District by the District's share of the current statutory fee, or \$1.49 per square foot. The data indicates that an average unit in AUHSD paying statutory fees would pay an average of \$2,054, equivalent to 98% of the impact cost of \$2,090 attributable to each new home as established above in Table 23.

COMMERCIAL/INDUSTRIAL FEE ANALYSIS

analyze the impact of commercial/industrial development specifically on the need for school facilities, it is necessary to establish some reasonable link or nexus between the two. While it seems obvious that new commercial/industrial development in an area creates new job opportunities and additional employees, some of whom will have children who will attend, and, consequently, impact the local school district, this impact must be identified and measured.

It is generally understood that various categories of commercial and industrial land uses yield differing employee densities, i.e., number of employees per square foot of space; School Planning Services' research has also demonstrated that employees in different employment categories tend to generate different numbers of students. Both of these factors in turn directly affect the amount and costs of school facilities associated with commercial/industrial development. The determination of these factors describes the linkage necessary to make the required findings.

METHODOLOGY

In order to conform to the specifics of the previously referenced legislation, School Planning Services surveyed more than 2,500 employees throughout Southern California in order to determine the student generation factors associated with particular categories of local commercial and industrial activity. The surveys identified five separate categories of land use or commercial activity as described by building type, i.e., retail, office, warehouse, industrial, and research and development.¹

These particular categories were selected not only because they are suggested in the Government Code and, consequently, by the California Department of Education's Management Advisory 90-02,

¹ For purposes of clarity and consistency, the Industrial category was defined as a single-user industrial building, with R & D designated as a multi-tenant industrial building.

but also because they conform most closely with the descriptions of projects available at the permit stage, which should tend to minimize confusion with respect to the fee collection process.

This methodology allows the determination of student generation factors for students attending within a district, regardless of whether that attendance is based on actual residency within the district or Section 48204 of the Education Code, which states that an elementary student shall be deemed to have met the residency requirements of the district if one or both parents or the legal guardian is employed within district boundaries.

The data on employee density was obtained, per Code¹, from the San Diego Association of Government's ("SANDAG") 1990 <u>Traffic Generators</u> publication, which is generally revised and/or appended on an annual basis².

STUDENT GENERATION FACTORS

In order to evaluate the potential impact to the district, student generation factors were determined by category of development. The results of this analysis are presented on Table 24 and show a 7-12 student generation range from a low of 0.08 students per employee in the Retail category to a high of 0.22 per employee for the R & D category.

¹ AB 530 was specifically devised to permit the use of employee density figures from this information base.

² While data on warehouses is not included in this publication, SANDAG analysts utilize and recommend comparable data from the Institute of Transportation Engineers' Study of Trip Generation, p.183.

Table 24 7-12 STUDENT GENERATION FACTORS PER EMPLOYEE FOR COMMERCIAL/INDUSTRIAL DEVELOPMENT Anaheim Union High School District

Type of Development	Office	Retail	Warehouse	Industrial	R&D
	0.20	0.08	0.16	0.18	0.22

Source: School Planning Services

IMPACT ANALYSIS

By multiplying the student generation factor per employee by the new facility costs per student, a (school) facility cost per employee can be determined. (The facilities cost per student is determined by computing a weighted average of the grade level costs per student as established in Table 20; the weighted average cost per student in AUHSD is \$27,189.)

The cost per employee is then divided by the employee density or square footage per employee in order to obtain a facility cost per square foot of development. In AUHSD, this cost ranges from a low of \$4.81 per foot for the Retail category to \$25.06 per square foot of Office space (Table 25). The District's share of the current fee of \$0.47, or \$0.24 per square foot (rounded), represents at most 5 percent of the impact as measured by this analysis.

	COMMERCIAL/INDUSTRIAL SCHOOL FEE ANALYSIS Anaheim Union High School District 2008/09	Table 25 CIAL/INDUSTRIAL SCHOOL FEE A Anaheim Union High School District 2008/09	FEE ANALYSK		
		DEVELOPI	DEVELOPMENT/LAND USE TYPE	ЕТУРЕ	
ANALYTICAL PARAMETERS	Office	Retail	Warehouse	Industrial	R&D
7-12 Students within District per Employee	0.20	0.08	0.16	0.18	0.22
New (School) Facility Cost per Student	\$27,189	\$27,189	\$27,189	\$27,189	\$27,189
New Facility Cost per Employee	\$5,438	\$2,175	\$4,350	\$4,894	\$5,982
Square Footage per Employee	217	452	781	297	329
New (School) Facility Cost per Square Foot	\$25.06	\$4.81	29.53	\$8.20	\$18.18
District's Share of Current Fee	\$0.24	\$0.24	\$0.24	\$0.24	\$0.24
Fee as Percentage of Attributable Cost	1%	2%	4%	3%	1%
			,		
Source: SANDAG <u>Iraffic Generators</u> , 1990 et seq.; AUHSD; School Planning Services, 2010	ators, 1990 et seq.;	AUHSD; School P	anning Services	. 2010	

SENIOR HOUSING IMPACT ANALYSIS

s stated previously in this analysis, it is also necessary to evaluate the linkage between senior housing developments and the related costs of new school facilities in order to ascertain both the appropriateness of the fee for age-restricted housing and the amount of the fee which may be justified under law. The methodological approach which was used is depicted on Table 26.

Initially, it is necessary to measure the impact of one new resident (including new senior residents) on the market in terms of job creation resulting from that new residency, a phenomenon known in economics as the "multiplier effect". This index was derived from the current published data of the State Employment Development Department ("EDD") by determining the ratio of employees per specific employment categories to population for various geographic regions in Southern California. For this analysis, 2008 EDD data for Orange County was used.

Despite the fact that new residents (including new senior residents) create jobs in all employment categories to some extent, the conservative nature of this analysis has been maintained by examining only data on those jobs which are the most visible consequence of population growth, i.e., those created in the Retail sector and those which can be reasonably attributed to the Office category as defined by School Planning Services' original survey. With regard to the latter, the employment categories utilized were Finance, Insurance & Real Estate, Services, and Government. As of 2008, it was found that Orange County had 0.29 Office jobs per resident and 0.05 jobs per resident in the Retail sector.

The number of jobs per resident was then factored by the student generation rate per employee (or job) for each category, producing a measure of students per job per new resident (including new senior residents); this calculated to 0.06 for the Office category and 0.004 for Retail. Multiplying the new facility cost per student of \$27,189 by this index for both categories yields the facility cost per resident, which in this case totals \$1,686 for the combined categories.

SEN	Table 26 OR HOUSING IMPA ANAHEIM STUD' 2009	CO 100 CO NO. C 140 C		
ANALYTICAL PARAMETERS	DEVELOPME Office	NT TYPE Retail		IMPACT CALCULATION
Number of Jobs Created per New Resident	0.29	0.05		
7-12 Students per Job (Employee)	0.20	0.08		
Students (per Job) per New Resident	0.06	0.004		
New School Facility Cost per Student	\$27,189	\$27,189		
New School Facility Cost per Resident	\$1,577	\$109	=	\$1,686
Average Household Size 55 Years plus (New Home)				1.9
New Facility Cost per Senior Household				\$3,203
Average Square Footage of New Senior-Owned Home				1,401
New Facility Cost per Square Foot				\$2.29
District's Share of Current Fee				0.235
Fee as Percentage of Cost				10%
Note: Data is rounded.				
Source: Building Industry Research	Council; AUHSD; So	chool Planning S	ervices, 201	0

To convert this information to data relevant to senior housing, data for senior citizens (55 years and older as defined by law) who have purchased new homes was gleaned from an aggregation of data from two consumer studies which were conducted by the Building Industry Research Council. Only those seniors who reported no children at home were included in the sample, since this is the profile of those purchasing in senior housing developments.

The average household size for seniors was found to equal 1.9. When the facility cost per resident is multiplied by this average household size, the product is the school facility cost per senior household, \$3,203. Dividing this figure by the average square footage of a new home purchased by this designated sample (1,401) results in the school facility cost per square foot of senior housing, which, in Anaheim, equals \$2.29. The District's share of the current allowable fee, \$0.24, is equivalent to 10% of the impact cost.

It should be noted again that this analysis provides a conservative bench mark for other types of senior housing which may be of smaller size, in that the smaller the unit, the higher the impact cost on a square footage basis.

FINDINGS

ased on the foregoing analysis, the following findings are appropriate:

- 1. That the purpose of the fee has been adequately identified, i.e., to assist in providing adequate school housing for District students generated by new residential and commercial/industrial development;
- 2. That the facilities to be constructed have been adequately identified;
- 3. That the amount of fees to be paid by new residential development in the District is reasonably related to the needs of the community for school facilities generated by that development, and does not exceed that development's share of the cost of the facilities;
- 4. That the amount of fees to be paid by new commercial/industrial development in the District is reasonably related to the needs of the community for school facilities generated by that development, and, on a categorical basis, does not exceed that development's share of the cost of the facilities;
- 5. That the amount of fees to be paid by new senior housing development in the District is reasonably related to the needs of the community for school facilities, and does not exceed that development's share of the cost of the facilities.

RESOLUTION OF THE BOARD OF TRUSTEES OF THE ANAHEIM UNION HIGH SCHOO DISTRICT OF ORANGE COUNTY, CALIFORNIA

Reduction in Force - Classified Personnel

Resolution No. 2009/10-HR-07

April 29, 2010

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

WHEREAS economic conditions at the state and national levels will have a significant and adverse impact on revenues and finances of the Anaheim Union High School District; and

WHEREAS such conditions have required the California State Legislature to enact significant reductions in district revenue for the 2009-2010 academic year, which followed similarly adverse reductions that were implemented in the 2008-2009 academic year; and

WHEREAS the Board of Trustees of the district has an affirmative responsibility to protect the fiscal solvency of the district while continuing to provide important education and services to the students and community of the district; and

WHEREAS the Board of Trustees of the district seeks to reduce expenses while continuing to provide the highest quality of instruction with reductions occurring, as much as possible, first in administration, next in ancillary and pupil services, and lastly in the classroom; and

WHEREAS The Board of Trustees of the district resolves not to fill the identified classified positions that are vacant and unfilled and that it may be necessary by reason of the above conditions to have these vacant classified positions remain unfilled through the 2010 – 2011 school year; and

WHEREAS it is the opinion of the Board of Trustees that it may be necessary by reason of the above conditions to decrease a number of classified services in the district at the close of the current school year in accordance with Education Code Sections 45117 and 45308 as described below:

Classification	Number of Positions	Hours/Months
Auditorium Operation Assistant	1	4hr/12m *
Auditorium Operations Technician	1	5hr/9m
Bus Driver	2	8h/10.1m to 8hr/9m
Bus Driver	1	7.5hr/10.1m to 7.5 hr/9m
Bus Driver	1	7.3hr/10.1m to 7.3hr/9m

Resolution No. 2009/10-HR-07

Classification	Number of Positions	Hours/Months
Bus Driver	1	6.8hr/10.1m to 6.8hr/9m
Bus Driver	1	6.5hr/10.1m to 6.5hr/9m
Bus Driver	2	6hr/10.1m to 6hr/9m
Bus Driver	1	5.8hr/10.1m to 5.8hr/9m
Bus Driver	1	5.5hr/10.1m to 5.5hr/9m
Bus Driver	2	5.3hr/10.1m to 5.3hr/9m
Bus Driver	3	5hr/10.1m to 5hr/9m
Bus Driver	12	4.8hr/10.1m to 4.8hr/9m
Bus Driver	13	4.5hr/10.1m to 4.5hr/9m
Bus Driver	6	4.3hr/10.1m to 4.3hr/9m
Bus Driver	5	4hr/10.1m to 4hr/9m
Bus Driver	1	4.3hr/10.1m to 4.3hr/9m *
Campus Safety Aide	1	4hr/9m
Campus Safety Aide	1	7hr/12m to 7hr/9m
Campus Safety Aide	1	5hr/9m *
Custodian	18	8hr/12m
Custodian	1	5hr/12m
Custodian	8	8hr/12m
Custodian – Athletic Facility	7	3hrs/12m
Equipment Operator	2	8hr/12m
Food Services Assistant I	1	7.5hr/9m *
Graphic Arts Technician	2	8hr/12m
Instructional Assistant	1	5.75hr/9m *
Instructional Assistant	1	6hrs/9m *

Classification	Number of Positions	Hours/Months
Instructional Assistant - Bilingual	1	3.75hr/9m *
Instructional Assistant - Bilingual	1	5.75hr/9m *
Instructional Assistant -Bilingual	11	8hr/9m *
Instructional Assistant Bilingual (Spanish)	1	6hr/11m to 6hr/9m
Instructional Assistant Bilingual (Spanish)	1	5.75hr/10.1m to 5.75hr/9m
Instructional Assistant Bilingual (Spanish)	1	5.75hr/9m
Instructional Assistant Severely Handicapped	55	6hr/10.1m to 6hr/9m
Instructional Assistant Severely Handicapped	12	8hr/10.1m to 8hr/9m
Instructional Assistant Severely Handicapped	1	8hr/10.1
Instructional Assistant Severely Handicapped	1	7.5hr/9m to 6hr/9m
Instructional Assistant Severely Handicapped	11	6hr/10.1m
Instructional Assistant Special Education	1	5.75hr/10.1m
Instructional Assistant Special Education	1	5.75hr/9m *
Instructional Assistant Special Education	9	5.75hr/9m
Instructional Assistant Special Education	1	3.75hr/9m
Instructional Assistant Special Education - Bilingual	1	8hr/9m to 6hr/9m
Instructional Assistant Special Education - Bilingual	1	6.4hr/9m to 6hr/9m
Maintenance Service Worker	2	8hr/12m
Office Assistant	1	8hr/11.5m *
Office Assistant	1	2.4hr/9m
Office Assistant	2	3.75hr/11.5m
Office Assistant	3	3.75hr/9m
Office Assistant	11	8hr/11.5m
Office Assistant	11	8hr/10m

Classification	Number of Positions	Hours/Months
Office Assistant/Bilingual	11	8hr/11.5m to 8hr/10m
Office Assistant/Bilingual	2	3.75hr/9m
Office Assistant/Bilingual	1	3.50hr/10m
Offset Press Operator	1	8hr/12m
Payroll Technician	1	8hr/12m *
School Community Liaison	1	8hr/10m to 4hr/9m
School Community Liaison	1	5.75hr/9 m *
School Community Liaison – Bilingual	1	5.75hr/10m *
School Community Liaison – Bilingual	1	3.75hr/10m *
School Community Liaison -Bilingual	1	5.75hr/9m *
School Community Liaison -Bilingual	1	5.75hr/9m *
School Community Liaison-Bilingual	1	3.75hr/10m *
School Library Media Technician	1	8hr/10.5m
Secretary - Attendance	1	8hr/11.5m
Secretary - Attendance	1	8hr/10m
Secretary – Attendance - Bilingual	11	8hr/11.5m to 4hr/10m
Secretary – Attendance - Bilingual	1	8hr/11m to 8hr/10m
Secretary – Records/Registrar	1	8hr/11m to 4hr/11m
Secretary – Records/Registrar	1	8hr/11.5m to 4hr/11.5m
Secretary – Records/Registrar	1	8hr/11m
Secretary- School Support	1	8hr/10.5m
Secretary- School Support	1	8hr/10m

Number of Positions	Hours/Months
2	8hr/11m
3	8hr/11.5m to 8hr/11m
1	8hr/11.5m to 8hr/11m
1	8hr/11m
1	8hr/12m
2	6hr/10.1m to 6hr/9m
	Positions 2

^{*} Vacant Position(s)

NOW, THEREFORE, BE IT RESOLVED that an actual and existing inability to pay all of the salaries and benefits of classified staff exists within the Anaheim Union High School District; and

BE IT FURTHER RESOLVED that as of June 18,2010, it will be necessary to discontinue or reduce classified positions to the extent set forth above; and

BE IT FURTHER RESOLVED that the board will layoff classified employees from each division as equally as possible with the least senior employees being laid off first, in order of employment. Each of the selected employees will be placed on a rehire list, for first priority in rehiring in the event that funds become available; and

BE IT FURTHER RESOLVED that the superintendent shall cause to be created a list of all of the district's classified employees in order of their seniority, as described by applicable provisions of the Education Code and any other applicable provisions of law; and

BE IT FURTHER RESOLVED that the superintendent, or his designated representative, is directed to send appropriate notices to all employees whose positions shall be affected by virtue of this action. Nothing herein shall be deemed to confer any status or rights upon any employee in addition to those specifically granted to such persons by statute.

by statute.	·		·	, -	
AYES:					
NOES:					
ABSENT:					

ABSTAIN:

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

I, Joseph M. Farley, 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 at the regular meeting thereof held on the 29th day of April 2010, 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 29th day of April, 2010.

Joseph M. Farley, Ed.D.
Superintendent and Secretary to the
Board of Trustees

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

CLOSE GENERAL OBLIGATION BOND 2002A FUND

RESOLUTION NO. 2009/10-B-15

April 29, 2010			
On the motion of Trusteefollowing resolution was adopted:	and duly seconded, the		
WHEREAS , the District has determined that the General Obligation Bond 2002A Fund is no longer required for special purposes as set up by the District when the fund was established; and			
WHEREAS , any remaining funds are to be t for Capital Outlay Fund; and	ransferred to the Special Reserve		
NOW, THEREFORE, BE IT RESOLVED that 2002A Fund with Sub-fund Number 2121 be closed			
The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees on April 29, 2010, by the following votes:			
AYES:			
NOES:			
ABSTAIN:			
ABSENT:			
STATE OF CALIFORNIA))) SS			
COUNTY OF ORANGE)			
I, Joseph M. Farley, 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 29th day of April 2010, and passed by a roll call vote of all members of said Board.			
IN WITNESS WHEREOF, I have hereunto set of April 2010.	t my hand and seal this 29th day		
S	oseph M. Farley, Ed.D Superintendent and Secretary to the Board of Trustees		

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

CLOSE STATE SCHOOL BUILDING FUND

RESOLUTION NO. 2009/10-B-16

April 29, 2010

April 29, 2010			
On the motion of Trusteefollowing resolution was adopted:	and duly seconded, the		
WHEREAS , the District has determined that the State School Building Fund is no longer required for special purposes as set up by the District when the fund was established; and			
WHEREAS , any remaining funds are to be for Capital Outlay Fund; and	transferred to the Special Reserve		
NOW, THEREFORE, BE IT RESOLVED th with Sub-fund Number 3033 be closed by June 30			
The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees on April 29, 2010, by the following votes:			
AYES:			
NOES:			
ABSTAIN:			
ABSENT:			
STATE OF CALIFORNIA))) SS			
COUNTY OF ORANGE)			
I, Joseph M. Farley, 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 29th day of April 2010, 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 29th day of April 2010.			
	Joseph M. Farley, Ed.D Superintendent and Secretary to the Board of Trustees		

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

FOR PERMANENT INTERFUND TRANSFER (GO Bond 2002A Fund and State School Building Fund to Special Reserve for Capital Outlay Fund)

RESOLUTION NO. 2009/10-B-17

April 29, 2010

On	the motion of, duly second	ded, the following	
resolu	tion was adopted:		
WI	HEREAS, the Governing Board of the Anaheim Un	ion High School	
Distric	t has determined that the following permanent int	erfund transfers, plus	
related	interest income, are appropriate:		
From:	GO Bond 2002A Fund	\$34.96	
	State School Building Fund	\$ 1.39	
То:	Special Reserve – Capital Outlay Fund	\$36.35	
NC	OW, THERFORE, BE IT RESOLVED that the Gove	rning Board	
authorizes the Administration to make a permanent interfund transfer of			
\$36.35 plus interest income from the GO Bond 2002A Fund and the State			
School Building Fund to the Special Reserve for Capital Outlay Fund.			
AYES:			
NOES:			
ABSTAIN:			
ABSENT:			

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

I, Joseph M. Farley, 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 29th day of April 2010, 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 29th day of April 2010.

Joseph M. Farley, Ed.D. Superintendent and Secretary to the Board of Trustees

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

FOR TEMPORARY INTERFUND TRANSFER (General Fund and Various Funds)

Resolution No. 2009/10-B-18

April 29, 2010

On the motion of Trustee_____ and duly seconded, the

following resolution was adopted:
WHEREAS , the Governing Board of the Anaheim Union High School District has determined that the General Fund may require a temporary interfund transfer from various funds to the General Fund to cover cashflow requirements during the 2010-2011 fiscal year,
WHEREAS , the Education Code of California Section 42603 authorizes the Governing Board to temporarily transfer money held in any fund to another fund for payment of obligations of the District,
WHEREAS , such a transfer can be made not more than twice within a fiscal year from the same fund or account and only when the District will receive income sufficient to repay the amount transferred, and
WHEREAS , no more than 75 percent of the maximum of moneys held in any fund or account during a current fiscal year may be transferred pursuant to the provision of this section during that fiscal year.
NOW, THEREFORE, BE IT RESOLVED that the Governing Board authorizes the Administration to make temporary transfers to cover cashflow requirements from various funds to the General Fund.
BE IT FURTHER RESOLVED that the amount transferred shall be repaid or transferred back to the original fund from the General Fund on or before June 30, 2011.
The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees on April 29, 2010, by the following votes:
AYES:
NOES:
ABSTAIN:
ABSENT:

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

I, Joseph M. Farley, 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 29th day of April 2010, 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 29th day of April 2010.

Joseph M. Farley, Ed.D Superintendent and Secretary to the Board of Trustees THIS RESOLUTION MUST BE DISCUSSED, CONSIDERED AND DELIBERATED BY THE GOVERNING BOARD AS A SEPARATE ITEM OF BUSINESS ON THE GOVERNING BOARD'S AGENDA IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 53635.7.

DISTRICT RESOLUTION 2009/10-B-19

NAME OF DISTRICT: ANAHEIM UNION HIGH SCHOOL DISTRICT*

LOCATED IN: COUNTY OF ORANGE

MAXIMUM AMOUNT OF BORROWING: \$40,000,000.00

RESOLUTION OF THE GOVERNING BOARD AUTHORIZING THE BORROWING OF FUNDS FOR FISCAL YEAR 2010-2011 AND THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF 2010-2011 TAX AND REVENUE ANTICIPATION NOTES THEREFOR AND PARTICIPATION IN THE CALIFORNIA SCHOOL CASH RESERVE PROGRAM AND REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY TO ISSUE AND SELL SAID SERIES OF NOTES

WHEREAS, school districts, community college districts and county boards of education are authorized by Sections 53850 to 53858, both inclusive, of the California Government Code (the "Act") (being Article 7.6, Chapter 4, Part 1, Division 2, Title 5 of the Government Code) to borrow money by the issuance of temporary notes; and

WHEREAS, the governing board (the "Board") has determined that, in order to satisfy certain obligations and requirements of the school district, community college district or county board of education specified above (the "District"), a public body corporate and politic located in the County designated above (the "County"), it is desirable that a sum (the "Principal Amount"), not to exceed the Maximum Amount of Borrowing designated above, be borrowed for such purpose during its fiscal year ending June 30, 2011 ("Fiscal Year 2010-2011") by the issuance of its 2010-2011 Tax and Revenue Anticipation Notes (the first series of which shall be referred to herein as the "Series A Notes" and any subsequent series of which shall be referred to herein as "Additional Notes," and collectively with the Series A Notes, the "Notes"), in one or more series (each a "Series"), therefor in anticipation of the receipt by or accrual to the District during Fiscal Year 2010-2011 of taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for such fiscal year for the

^{*} If the Name of the District indicated on the face hereof is not the correct legal name of the District which adopted this Resolution, it shall nevertheless be deemed to refer to the District which adopted this Resolution, and the Name of the District indicated on the face hereof shall be treated as the correct legal name of said District for all purposes in connection with the Program (as hereinafter defined).

general fund and, if so indicated in a Pricing Confirmation (as defined in Section 4 hereof), capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District; and

WHEREAS, the Principal Amount may, as determined by the Authorized Officer (as hereinafter defined), be divided into two or more portions evidenced by two or more Series of Notes, which Principal Amount is to be confirmed and set forth in the Pricing Confirmation if one Series of Notes is issued, or if more than one Series of Notes are issued, such Principal Amount will be equal to the sum of the Series Principal Amounts (as defined in Section 2 hereof) as confirmed and set forth in the Pricing Confirmation applicable to each Series of Notes; and

WHEREAS, the District hereby determines to borrow, for the purposes set forth above, the Principal Amount by the issuance, in one or more Series, of the Notes;** and

WHEREAS, because the District does not have fiscal accountability status pursuant to Section 42650 or Section 85266 of the California Education Code, it requests the Board of Supervisors of the County to borrow, on the District's behalf, the Principal Amount by the issuance of the Notes in one or more Series; and

WHEREAS, pursuant to Section 53853 of the Act, if the Board of Supervisors of the County fails or refuses to authorize the issuance of the Notes within the time period specified in said Section 53853, following receipt of this Resolution, and the Notes, in one or more series, are issued in conjunction with tax and revenue anticipation notes, in one or more series, of other Issuers (as hereinafter defined), the District may issue the Notes, in one or more series, in its name pursuant to the terms stated herein; and

WHEREAS, it appears, and this Board hereby finds and determines, that the Principal Amount, when added to the interest payable thereon, does not exceed eighty-five percent (85%) of the estimated amount of the uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2010-2011 which will be received by or which will accrue to the District during such fiscal year for the general fund and, if so indicated in a Pricing Confirmation, capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District and which will be available for the payment of the principal of each Series of Notes and the interest thereon; and

WHEREAS, no money has heretofore been borrowed by or on behalf of the District through the issuance of tax anticipation notes or temporary notes in anticipation of the receipt of, or payable from or secured by, taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2010-2011 which will be received by or will accrue to the District during such fiscal year for the general fund and, if so indicated in a Pricing Confirmation, capital fund and/or special

^{**} Unless the context specifically requires otherwise, all references to "Series of Notes" herein shall be deemed to refer, to (i) the Note, if issued in one series by the County (or the District, as applicable) hereunder, or (ii) each individual Series of Notes severally, if issued in two or more series by the County (or the District, as applicable) hereunder.

revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District; and

WHEREAS, pursuant to Section 53856 of the Act, certain taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys which will be received by or accrue to the District during Fiscal Year 2010-2011 are authorized to be pledged for the payment of the principal of each Series of Notes (as applicable) and the interest thereon (as hereinafter provided); and

WHEREAS, the District has determined that it is in the best interests of the District to participate in the California School Cash Reserve Program (the "Program"), whereby participating school districts, community college districts and county boards of education (collectively, the "Issuers") will simultaneously issue tax and revenue anticipation notes; and

WHEREAS, due to uncertainties existing in the financial markets, the Program has been designed with alternative structures, each of which the District desires to approve; and

WHEREAS, under the first structure (the "Certificate Structure"), the District would issue one or more Series of Notes, each Series of Notes to be marketed with some or all of the notes issued simultaneously by other Issuers participating in the Program, and Piper Jaffray & Co., as underwriter for the Program (the "Underwriter"), would form one or more pools of notes or series of certificates (the "Certificates") of participation (the "Series of Certificates") distinguished by (i) whether and what type(s) of Credit Instrument (as hereinafter defined) secures notes comprising each Series of Certificates, and (ii) possibly other features, all of which the District hereby authorizes the Underwriter to determine; and

WHEREAS, the Certificate Structure requires the Issuers participating in any particular Series of Certificates to deposit their applicable series of tax and revenue anticipation notes with U.S. Bank National Association, as trustee (the "Trustee"), pursuant to a trust agreement between such Issuers and the Trustee (the trust agreement applicable to each Series of Certificates, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein collectively as, the "Trust Agreement"), and requires the Trustee, pursuant to the Trust Agreement, to execute and deliver the Certificates evidencing and representing proportionate undivided interests in the payments of principal of and interest on the tax and revenue anticipation notes issued by the Issuers comprising such Series of Certificates; and

WHEREAS, if the Certificate Structure is implemented, the District desires to have the Trustee execute and deliver a Series of Certificates which evidences and represents interests of the owners thereof in each Series of Notes issued by the District and the notes issued simultaneously by other Issuers participating in such Series of Certificates; and

WHEREAS, as additional security for the owners of each Series of Certificates, all or a portion of the payments by all of the Issuers of their respective series of notes comprising such Series of Certificates may or may not be secured by an irrevocable letter (or letters) of credit or policy (or policies) of insurance or other credit instrument (or instruments) (collectively, the "Credit Instrument") issued by the credit provider (or credit providers) (collectively, the "Credit

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Provider") designated in the applicable Trust Agreement, as finally executed, pursuant to a credit agreement (or agreements) or commitment letter (or letters) (such credit agreement (or agreements) or commitment letter (or letters), if any, in the forms presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein collectively as, the "Credit Agreement") identified in the applicable Trust Agreement, as finally executed, between, in the case of an irrevocable letter (or letters) of credit or policy (or policies) of insurance or other credit instrument (or instruments), the Issuers and the corresponding Credit Provider; and

WHEREAS, pursuant to the Certificate Structure, the Underwriter will submit an offer to purchase each Series of Notes issued by the District and the notes issued by other Issuers participating in the same Series of Certificates all as evidenced and represented by such Series of Certificates (which offer will specify, as designated in the Pricing Confirmation applicable to the sale of such Series of Notes to be sold by the District, the principal amount, interest rate and Credit Instrument (if any)), and has submitted a form of certificate purchase agreement (such certificate purchase agreement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as, the "Certificate Purchase Agreement") to the Board; and

WHEREAS, pursuant to the Certificate Structure each participating Issuer will be responsible for its share of (i) the fees of the Trustee and the costs of issuing the applicable Series of Certificates, (ii) if applicable, the fees of the Credit Provider(s), and (iii) if applicable, the Issuer's allocable share of all Predefault Obligations and the Issuer's Reimbursement Obligations, if any (each as defined in the Trust Agreement); and

WHEREAS, the Certificate Structure requires that each participating Issuer approve the Trust Agreement, the alternative Credit Instruments and Credit Agreements, if any, and the Certificate Purchase Agreement in substantially the forms presented to the Board, with the final type of Credit Instrument and corresponding Credit Agreement determined in the Pricing Confirmation applicable to the sale of each Series of Notes to be sold by the District; and

WHEREAS, under the second structure (the "Bond Pool Structure"), participating Issuers would be required to sell each series of their tax and revenue anticipation notes to the California School Cash Reserve Program Authority (the "Authority") pursuant to note purchase agreements (such note purchase agreements, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as, the "Note Purchase Agreements"), each between such individual Issuer and the Authority, and dated as of the date of the Pricing Confirmation applicable to the sale of the individual Issuer's series of notes to be sold, a form of which has been submitted to the Board; and

WHEREAS, the Authority, pursuant to advice of the Underwriter, will form one or more pools of notes of each participating Issuer (the "Pooled Notes") and assign each respective series of notes to a particular pool (the "Pool") and sell a series of senior bonds (each a "Series of Senior Bonds") and, if desirable, a corresponding series of subordinate bonds (each a "Series of Subordinate Bonds" and collectively with a Series of Senior Bonds, a "Series of Pool Bonds") secured by each Pool pursuant to an indenture and/or a supplement thereto (the original indenture

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and each supplement thereto applicable to a Series of Pool Bonds to which the Note shall be assigned is hereinafter collectively referred to as the "Indenture") between the Authority and the Trustee, each Series of Pool Bonds distinguished by (i) whether or what type(s) of Credit Instrument(s) secure(s) such Series of Pool Bonds, (ii) the principal amounts or portions of principal amounts of the notes of such respective series assigned to the Pool, or (iii) other factors, and the District hereby acknowledges and approves the discretion of the Authority, acting upon the advice of the Underwriter, to assign the District's Notes of such respective Series to such Pool and such Indenture as the Authority may determine; and

WHEREAS, at the time of execution of the Pricing Confirmation applicable to the sale of each Series of Notes to be sold by the District, the District will (in such Pricing Confirmation) request the Authority to issue a Series of Pool Bonds pursuant to an Indenture to which such Series of Notes identified in such Pricing Confirmation will be assigned by the Authority in its discretion, acting upon the advice of the Underwriter, which Series of Pool Bonds will be payable from payments of all or a portion of principal of and interest on such Series of Notes and the other respective series of notes of other participating Issuers assigned to the same Pool and assigned to the same Indenture to which the District's Series of Notes is assigned; and

WHEREAS, as additional security for the owners of each Series of Pool Bonds, all or a portion of the payments by all of the Issuers of the respective series of notes assigned to such Series of Pool Bonds may or may not be secured (by virtue or in form of the Series of Pool Bonds, as indicated in the Pricing Confirmation applicable to such Series of Pool Bonds, being secured in whole or in part) by one or more Credit Instruments issued by one or more Credit Providers designated in the applicable Indenture, as finally executed, pursuant to a Credit Agreement, if any, identified in the applicable Indenture, as finally executed, between, in the case of an irrevocable letter (or letters) of credit or policy (or policies) of insurance or other credit instrument (or instruments), the Issuers and the corresponding Credit Provider; and

WHEREAS, pursuant to the Bond Pool Structure each Issuer, whose series of notes is assigned to a Pool as security for a Series of Pool Bonds, will be responsible for its share of (i) the fees of the Trustee and the costs of issuing the applicable Series of Pool Bonds, (ii), if applicable, the fees of the Credit Provider(s), and (iii) if applicable, the Issuer's allocable share of all Predefault Obligations and the Issuer's Reimbursement Obligations, if any (each as defined in the Indenture) applicable to such Series of Pool Bonds; and

WHEREAS, the Bond Pool Structure requires that each participating Issuer approve the Indenture, the alternative Credit Instruments and Credit Agreements, if any, and the Note Purchase Agreement in substantially the forms presented to the Board, with the final type of Credit Instrument and corresponding Credit Agreement, if any, to be determined in the Pricing Confirmation applicable to the sale of each Series of Notes to be sold by the District; and

WHEREAS, pursuant to the Bond Pool Structure, the Underwriter will submit an offer to the Authority to purchase, in the case of each Pool of notes, the Series of Pool Bonds which will be secured by the Indenture to which such Pool will be assigned; and

WHEREAS, all or portions of the net proceeds of each Series of Notes issued by the District, may be invested in one or more Permitted Investments (as defined in the Trust

Agreement or the Indenture, as applicable), including under one or more investment agreements with one or more investment providers (if any), the initial investment of which is to be determined in the Pricing Confirmation related to such Series of Notes; and

WHEREAS, it is necessary to engage the services of certain professionals to assist the District in its participation in the Program;

NOW, THEREFORE, the Board hereby finds, determines, declares and resolves as follows:

Section 1. Recitals. All the above recitals are true and correct and this Board so finds and determines.

Section 2. Issuance of Notes.

- (A) <u>Initial Issuance of Notes</u>. This Board hereby determines to borrow, and hereby requests the Board of Supervisors of the County to borrow for the District, in anticipation of the receipt by or accrual to the District during Fiscal Year 2010-2011 of taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for such fiscal year for the general fund and, if so indicated in the applicable Pricing Confirmation, the capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation)* of the District, and not pursuant to any common plan of financing of the District, by the issuance by the Board of Supervisors of the County, in the name of the District, of Notes under Sections 53850 *et seq.* of the Act, designated generally as the District's "2010-2011 [Subordinate]** Tax and Revenue Anticipation Notes, Series ___" in one or more of the following Series, in order of priority of payment as described herein:
 - (1) the Series A Notes, being the initial Series of Notes issued under this Resolution, together with one or more Series of Additional Notes issued in accordance with the provisions of Section 2(B) hereof and payable on a parity with the Series A Notes (collectively, the "Senior Notes"); and
 - (2) one or more Series of Additional Notes issued in accordance with the provisions of Section 2(B) hereof and payable on a subordinate basis to (i) any Senior Notes, and (ii) any previously issued Subordinate Notes if so specified in the related Pricing Confirmation (collectively, the "Subordinate Notes"), which Subordinate Notes shall be identified as such.

Each such Series of Notes shall be issued in the form of one registered note at the principal amount thereof (the "Series Principal Amount") as set forth in the applicable Pricing Confirmation and all such Series Principal Amounts aggregating to the Principal Amount set forth in such Pricing Confirmations, in each case, to bear a series designation, to be dated the date of its respective delivery to the respective initial purchaser thereof, to mature (without option of prior redemption) not more than thirteen (13) months thereafter on a date indicated on

^{*}For purposes of this Resolution, such funds shall be referred to as the "capital fund" and "special revenue fund."

**A Series of Notes shall bear the "Subordinate" designation if it is a Series of Subordinate Notes.

the face thereof and determined in the Pricing Confirmation applicable to such Series of Notes (collectively, the "Maturity Date"), and to bear interest, payable at the applicable maturity (and, if the maturity is longer than twelve (12) months, an additional interest payment shall be payable within twelve (12) months of the issue date, as determined in the applicable Pricing Confirmation) and computed upon the basis of a 360-day year consisting of twelve 30-day months, at a rate not to exceed twelve percent (12%) per annum as determined in the Pricing Confirmation applicable to such Series of Notes and indicated on the face of such Series of Notes (collectively, the "Note Rate").

With respect to the Certificate Structure, if a Series of Notes as evidenced and represented by the corresponding Series of Certificates is secured in whole or in part by a Credit Instrument and is not paid at maturity or is paid (in whole or in part) by a draw under, payment by or claim upon a Credit Instrument which draw, payment or claim is not fully reimbursed on such date, such Series of Notes shall become a Defaulted Note (as defined in the Trust Agreement), and the unpaid portion thereof with respect to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been fully made shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate (as defined in the Trust Agreement). If a Series of Notes as evidenced and represented by the corresponding Series of Certificates is unsecured in whole or in part and is not fully paid at the Maturity Date, the unpaid portion thereof (or the portion thereof to which no Credit Instrument applies which is unpaid) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate.

With respect to the Bond Pool Structure, if a Scries of Pool Bonds issued in connection with a Series of Notes is secured in whole or in part by a Credit Instrument or such Credit Instrument secures the Series of Notes in whole or in part and all principal of and interest on such Series of Notes is not paid in full at maturity or payment of principal of and interest on such Series of Notes is paid (in whole or in part) by a draw under, payment by or claim upon a Credit Instrument which draw, payment or claim is not fully reimbursed on such date, such Series of Notes shall become a Defaulted Note (as defined in the Indenture), and the unpaid portion thereof with respect to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been fully made shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate (as defined in the Indenture). If a Series of Notes or the Series of Pool Bonds issued in connection therewith is not so secured in whole or in part and such Series of Notes is not fully paid at the Maturity Date, the unpaid portion thereof (or the portion thereof to which no Credit Instrument applies which is unpaid) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate.

In each case set forth in the preceding two paragraphs, the obligation of the District with respect to such Defaulted Note or unpaid Series of Notes shall not be a debt or liability of the District prohibited by Article XVI, Section 18 of the California Constitution and the District shall not be liable thereon except to the extent of the income and revenue provided for Fiscal Year 2010-2011 within the meaning of Article XVI, Section 18 of the California Constitution, as provided in Section 8 hereof.

Both the principal of and interest on each Series of Notes shall be payable in lawful money of the United States of America, but only upon surrender thereof, at the corporate trust

office of U.S. Bank National Association in Los Angeles, California, or as otherwise indicated in the Trust Agreement or the Indenture, as applicable. The Principal Amount may, prior to the issuance of any Series of Notes, be reduced from the Maximum Amount of Borrowing specified above, in the discretion of the Underwriter upon consultation with the Authorized Officer. The Principal Amount shall, prior to the issuance of the last Series of Notes, be reduced from the Maximum Amount of Borrowing specified above if and to the extent necessary to obtain an approving legal opinion of Orrick, Herrington & Sutcliffe LLP ("Bond Counsel") as to the legality thereof or, if applicable, the exclusion from gross income for federal tax purposes of interest thereon (or on any Series of Pool Bonds related thereto). The Principal Amount shall, prior to the issuance of the last Series of Notes, also be reduced from the Maximum Amount of Borrowing specified above, and other conditions shall be met by the District prior to the issuance of each Series of Notes, if and to the extent necessary to obtain from the Credit Provider that issues the Credit Instrument securing the corresponding Series of Certificates evidencing and representing such Series of Notes or the related Series of Pool Bonds to which such Series of Notes is assigned its agreement to issue the Credit Instrument securing such Series of Certificates or Series of Pool Bonds, as the case may be. Notwithstanding anything to the contrary contained herein, if applicable, the approval of the corresponding Credit Provider of the issuance of such Series of Notes and the decision of the Credit Provider to deliver the Credit Instrument shall be in the sole discretion of the Credit Provider, and nothing herein shall be construed to require the Credit Provider to issue a Credit Instrument or to approve the issuance of such Series of Notes.

In the event the Board of Supervisors of the County fails or refuses to authorize the issuance of the Notes within the time period specified in Section 53853 of the Act, following receipt of this Resolution, this Board hereby authorizes issuance of such Notes, in the District's name, in one or more series, pursuant to the terms stated in this Section 2 and the terms stated hereafter. The Notes, in one or more series, shall be issued in conjunction with the note or notes (in each case, in one or more series) of one or more other Issuers as part of the Program and within the meaning of Section 53853 of the Act.

- (B) <u>Issuance of Additional Notes</u>. The District (or the County on its behalf, as applicable) may at any time issue pursuant to this Resolution, one or more Series of Additional Notes consisting of Senior Notes or Subordinate Notes (including Subordinate Notes that are further subordinated to previously issued Subordinate Notes, as provided in the applicable Pricing Confirmation), subject in each case to the following specific conditions, which are hereby made conditions precedent to the issuance of any such Series of Additional Notes:
 - (1) The District shall not have issued any tax and revenue anticipation notes relating to the 2010-2011 fiscal year except (a) in connection with the Program under this Resolution, or (b) notes secured by a pledge of its Unrestricted Revenues (as defined in Section 8) that is subordinate in all respects to the pledge of its Unrestricted Revenues hereunder; the District shall be in compliance with all agreements and covenants contained herein; and no Event of Default shall have occurred and be continuing with respect to any such outstanding previously issued notes or Series of Notes.
 - (2) The aggregate Principal Amount of Notes issued and at any time outstanding hereunder shall not exceed any limit imposed by law, by this Resolution or

by any resolution of the Board amending or supplementing this Resolution (each a "Supplemental Resolution").

- Additional Notes pursuant to this Section 2(B), the Series Principal Amount of which, when added to the Series Principal Amounts of all Series of Notes previously issued by the District, would exceed the Maximum Amount of Borrowing authorized by this Resolution, the District shall adopt a Supplemental Resolution amending this Resolution to increase the Maximum Amount of Borrowing as appropriate and shall submit such Supplemental Resolution to the Board of Supervisors of the County as provided in Section 53850 et seq. of the Act with a request that the County issue such Series of Additional Notes in the name of the District as provided in Sections 2(A) and 9 hereof. The Supplemental Resolution may contain any other provision authorized or not prohibited by this Resolution relating to such Series of Additional Notes.
- The District may issue a Series of Additional Notes that are Senior Notes (4) payable on a parity with all other Series of Senior Notes of the District or that are Subordinated Notes payable on a parity with one or more Series of outstanding Subordinated Notes, only if it obtains (a) the consent of each Credit Provider relating to each previously issued Series of Notes that will be on a parity with such Series of Additional Notes, and (b) evidence that no rating then in effect with respect to any outstanding Series of Certificates or Series of Bonds, as applicable, from a Rating Agency will be withdrawn, reduced, or suspended solely as a result of the issuance of such Series of Additional Notes (a "Rating Confirmation"). Except as provided in Section 8, the District may issue one or more Series of Additional Notes that are subordinate to all previously issued Series of Notes of the District without Credit Provider consent or a Rating Confirmation. The District may issue tax and revenue anticipation notes other than in connection with the Program under this Resolution only if such notes are secured by a pledge of its Unrestricted Revenues that is subordinate in all respects to the pledge of its Unrestricted Revenues hereunder.
- (5) Before such Additional Notes shall be issued, the District shall file or cause to be filed the following documents with the Trustee:
 - (a) An Opinion of Counsel to the District to the effect that (A) such Additional Notes constitute the valid and binding obligations of the District, (B) such Additional Notes are special obligations of the District and are payable from the moneys pledged to the payment thereof in this Resolution, and (C) the applicable Supplemental Resolution, if any, has been duly adopted by the District.
 - (b) A certificate of the District certifying as to the incumbency of its officers and stating that the requirements of this Section 2(B) have been met.
 - (c) A certified copy of this Resolution and any applicable Supplemental Resolution.

- (d) If this Resolution was amended by a Supplemental Resolution to increase the Maximum Amount of Borrowing, the resolution of the County Board of Supervisors approving such increase in the Maximum Amount of Borrowing and the issuance of such Additional Notes, or evidence that the County Board of Supervisors has elected to not issue such Additional Notes.
- (e) An executed counterpart or duly authenticated copy of the applicable Certificate Purchase Agreement or Note Purchase Agreement.
- (f) A Pricing Confirmation relating to the Series of Additional Notes duly executed by an Authorized Officer (as defined in Section 4).
- (g) The Series of Additional Notes duly executed by the applicable County representatives as provided in Section 9 hereof, or executed by the applicable Authorized Officers if the County shall have declined to issue the Series of Additional Notes in the name of the District, either in connection with the initial issuance of the Series A Notes or in connection with any Supplemental Resolution increasing the Maximum Amount of Borrowing.
- (h) If the Additional Notes are to be parity Senior Notes or parity Subordinate Notes, the Credit Provider consent(s) and Rating Confirmation(s) required pursuant to paragraph (4) above.

Upon the delivery to the Trustee of the foregoing instruments and, if the Bond Pool Structure is implemented, satisfaction of the provisions of Section 2.12 of the Indenture with regard to the issuance of a corresponding Series of Additional Bonds (as defined therein), the Trustee shall authenticate and deliver said Additional Notes to, or upon the written request of, the District. Upon execution and delivery by the District and authentication by the Trustee, said Additional Notes shall be valid and binding obligations of the District notwithstanding any defects in satisfying any of the foregoing requirements.

Section 3. Form of Notes. Each Series of the Notes shall be issued in fully registered form without coupons and shall be substantially in the form and substance set forth in Exhibit A, attached hereto and by reference incorporated herein, the blanks in said form to be filled in with appropriate words and figures.

Section 4. Sale of Notes; Delegation. Any one of the President or Chairperson of the Board, the Superintendent, the Assistant Superintendent for Business, the Assistant Superintendent for Administrative Services, the business manager, director of business or fiscal services or chief financial/business officer of the District, as the case may be, or, in the absence of said officer, his or her duly appointed assistant (each an "Authorized Officer"), is hereby authorized and directed to negotiate, with the Underwriter (if the Certificate Structure is implemented) or the Authority (if the Bond Pool Structure is implemented), an interest rate or rates on each Series of the Notes to the stated maturity or maturities thereof, which shall not, in any individual case, exceed twelve percent (12%) per annum (per Series of Notes), and the purchase price to be paid by the Underwriter or the Authority, as applicable, for the respective Series of the Notes, which purchase price shall be at a discount which when added to the

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District's share of the costs of issuance shall not be more than one percent (1%) of (i) the Principal Amount of the Note, if only one Series of Notes is issued or (ii) the Series Principal Amount of each individual Series of Notes, if more than one series is issued. If such interest rate and price and other terms of the sale of the Series of Notes set out in the Pricing Confirmation applicable to such Series of Notes are acceptable to said Authorized Officer, said Authorized Officer is hereby further authorized and directed to execute and deliver the pricing confirmation supplement applicable to such Series of Notes to be delivered by the Underwriter (on behalf of itself, if the Certificate Structure is implemented and on behalf of the Authority, if the Bond Pool Structure is implemented) to the District on a date within five (5) days, or such longer period of time as agreed by the Underwriter or the Authority, as applicable, of said negotiation of interest rates and purchase price during the period from May 1, 2010 through June 15, 2011 (the "Pricing Confirmation"), substantially in the form presented to this meeting as Schedule I to the Certificate Purchase Agreement or the Note Purchase Agreement, as applicable, with such changes therein as said Authorized Officer shall require or approve, and such other documents or certificates required to be executed and delivered thereunder or to consummate the transactions contemplated hereby or thereby, for and in the name and on behalf of the District, such approval by this Board and such officer to be conclusively evidenced by such execution and delivery. In the event more than one Series of Notes are issued, a separate Pricing Confirmation shall be executed and delivered corresponding to each Series of Notes. Any Authorized Officer is hereby further authorized to execute and deliver, prior to the execution and delivery of the Pricing Confirmation applicable to a Series of Notes, the Certificate Purchase Agreement or the Note Purchase Agreement applicable to such Series of Notes, substantially in the forms presented to this meeting, which forms are hereby approved, with such changes therein as said officer shall require or approve, such approval to be conclusively evidenced by such execution and delivery; provided, however, that any such Certificate Purchase Agreement or Note Purchase Agreement shall not be effective and binding on the District until the execution and delivery of the corresponding Pricing Confirmation. Delivery of a Pricing Confirmation by fax or telecopy of an executed copy shall be deemed effective execution and delivery for all purposes. If requested by said Authorized Officer at his or her option, any duly authorized deputy or assistant of such Authorized Officer may approve said interest rate or rates and price by execution of the Certificate Purchase Agreement or the Note Purchase Agreement(s), as applicable, and/or the corresponding Pricing Confirmation(s).

Section 5. Program Approval. The District hereby delegates to the Authority the authority to select which structure (*i.e.*, the Certificate Structure or the Bond Pool Structure) shall be implemented, with the Authorized Officer of the District accepting and approving such selection by execution of the applicable Pricing Confirmation.

(A) <u>Certificate Structure</u>. If the Certificate Structure is implemented, each Series of Notes of the District shall be combined with notes of other Issuers into a Series of Certificates as set forth in general terms in the Pricing Confirmation (which need not include specific information about such other notes or Issuers) applicable to such Series of Notes, and shall be marketed and sold simultaneously with such other notes of that Series with such credit support (if any) referred to in the Pricing Confirmation, and shall be evidenced and represented by the Certificates which shall evidence and represent proportionate, undivided interests in such Series of Notes in the proportion that the face amount of such Series of Notes bears to the total

aggregate face amount of such Series of Notes and the notes issued by other Issuers which the Series of Certificates represent. Such Certificates may be delivered in book-entry form.

The District hereby delegates to the Authority the authority to select the Credit Instrument(s), Credit Provider(s) and Credit Agreement(s), if any, for each Series of Certificates which evidences and represents interests of the owners thereof in the related Series of Notes of the District and the notes issued by other Issuers evidenced and represented by such Series of Certificates, all of which shall be identified in, and approved by the Authorized Officer of the District executing, the Pricing Confirmation for such Series of Notes, the Trust Agreement and the Credit Agreement(s) (if any), for and in the name and on behalf of the District, such approval of such officer to be conclusively evidenced by the execution of the Pricing Confirmation, the Trust Agreement and the Credit Agreement(s) (if any).

The form of Trust Agreement, alternative general types of Credit Instruments and forms of Credit Agreements, if any, presented to this meeting are hereby approved, and each Authorized Officer is hereby authorized and directed to execute and deliver the Trust Agreement and the Credit Agreement(s), if applicable, which shall be identified in the Pricing Confirmation for the related Series of Notes, in substantially one or more of said forms (a substantially final form of Credit Agreement to be delivered to such Authorized Officer concurrent with the Pricing Confirmation), with such changes therein as said officer shall require or approve, such approval of this Board and such officer to be conclusively evidenced by the execution of the Trust Agreement, Credit Agreement(s) and Pricing Confirmation, respectively.

The form of the Preliminary Official Statement presented to this meeting is hereby approved, and the Underwriter is hereby authorized to distribute the Preliminary Official Statement in connection with the offering and sale of each Series of Certificates. Each Authorized Officer is hereby authorized and directed to provide the Underwriter with such information relating to the District as the Underwriter shall reasonably request for inclusion in the Preliminary Official Statement for each Series of Certificates. Upon inclusion of the information relating to the District therein, the Preliminary Official Statement for the applicable Series of Certificates shall be, except for certain omissions permitted by Rule 15c2-12 of the Securities Exchange Act of 1934, as amended (the "Rule"), deemed final within the meaning of the Rule; provided that no representation is made as to the information contained in a Preliminary Official Statement relating to the other Issuers or any Credit Provider, and the Authority is hereby authorized to certify on behalf of the District that each Preliminary Official Statement is, as of its date, deemed final within the meaning of the Rule. If, at any time prior to the execution of a Pricing Confirmation, any event occurs as a result of which the information contained in the related Preliminary Official Statement relating to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Underwriter. The Authority is hereby authorized and directed, at or after the time of the sale of any Series of Certificates, for and in the name and on behalf of the District, to execute a final Official Statement in substantially the form of the Preliminary Official Statement presented to this meeting, with such additions thereto or changes therein as the Authority may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

The Trustee is authorized and directed to execute each Series of Certificates on behalf of the District pursuant to the terms and conditions set forth in the related Trust Agreement, in the aggregate principal amount specified in the Trust Agreement, and substantially in the form and otherwise containing the provisions set forth in the form of the Certificate contained in the Trust Agreement. When so executed, each Series of Certificates shall be delivered by the Trustee to the Underwriter upon payment of the purchase price thereof, pursuant to the terms of the Trust Agreement and the applicable Certificate Purchase Agreement.

Subject to Section 8 hereof, the District hereby agrees that if a Series of Notes as evidenced and represented by a Series of Certificates shall become a Defaulted Note, the unpaid portion thereof or the portion to which a Credit Instrument applies for which full reimbursement on a draw, payment or claim has not been made by the Maturity Date shall be deemed outstanding and shall not be deemed to be paid until (i) the Credit Provider providing a Credit Instrument with respect to such Series of Certificates, and therefore, if applicable, all or a portion of such Series of Notes, if any, has been reimbursed for any drawings, payments or claims made under the Credit Instrument with respect to such Series of Notes, including interest accrued thereon, as provided therein and in the applicable Credit Agreement, and (ii) the holders of the Series of Certificates which evidence and represent such Series of Notes are paid the full principal amount represented by the unsecured portion of such Series of Notes plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. For purposes of clause (ii) of the preceding sentence, holders of the applicable Series of Certificates will be deemed to have received such principal amount and such accrued interest upon deposit of such moneys with the Trustee.

The District agrees to pay or cause to be paid, in addition to the amounts payable under each Series of Notes, any fees or expenses of the Trustee and, to the extent permitted by law, if such Series of Notes as evidenced and represented by the related Series of Certificates is secured in whole or in part by a Credit Instrument, any Predefault Obligations and Reimbursement Obligations (to the extent not payable under such Series of Notes), (i) arising out of an "Event of Default" hereunder or (ii) arising out of any other event (other than an event arising solely as a result of or otherwise attributable to a default by any other Issuer). In the case described in (ii) above with respect to Predefault Obligations, the District shall owe only the percentage of such fees, expenses and Predefault Obligations equal to the ratio of the Principal Amount (or Series Principal Amount as applicable) of its Series of Notes over the aggregate Principal Amounts (or Series Principal Amounts, as applicable) of all series of notes, including such Series of Notes, of the Series of Certificates of which such Series of Notes is a part, at the time of original issuance of such Series of Certificates. Such additional amounts will be paid by the District within twenty-five (25) days of receipt by the District of a bill therefor from the Trustee.

If the Certificate Structure is implemented, any Authorized Officer is hereby authorized to execute and deliver any Information Return for Tax-Exempt Governmental Obligations, Form 8038-G of the Internal Revenue Service ("Form 8038-G"), in connection with the issuance of a Tax-Exempt (as defined in Section 7) Series of Notes and the related Series of Certificates. To the extent permitted by law, the Authority, the Trustee, the Underwriter and Bond Counsel are each hereby authorized to execute and deliver any Form 8038-G for and on behalf of the District in connection with the issuance of a Tax-Exempt Series of Notes and the related Series of Certificates, as directed by an Authorized Officer of the District.

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(B) <u>Bond Pool Structure</u>. If the Bond Pool Structure is implemented, the Pricing Confirmation for a Series of Notes may, but shall not be required to, specify the Series of Pool Bonds to which such Series of Notes will be assigned (but need not include information about other series of notes assigned to the same pool or their Issuers).

The District hereby delegates to the Authority the authority to select the Credit Instrument(s), Credit Provider(s) and Credit Agreement(s), if any, for each Series of Senior Bonds and corresponding Series of Subordinate Bonds, if any, to which each Series of Notes issued by the District will be assigned, all of which shall be identified in, and approved by the Authorized Officer of the District executing, the Pricing Confirmation for such Series of Notes and the Credit Agreement(s) (if any), for and in the name and on behalf of the District, such approval of such officer to be conclusively evidenced by the execution of the Pricing Confirmation and the Credit Agreement(s) (if any).

The alternative general types of Credit Instruments and the forms of Credit Agreements, if any, presented to this meeting are hereby approved, and each Authorized Officer is hereby authorized and directed to execute and deliver a Credit Agreement(s), if any, which shall be identified in the Pricing Confirmation for the related Series of Notes, in substantially one or more of said forms (a substantially final form of Credit Agreement to be delivered to such Authorized Officer concurrent with the Pricing Confirmation), with such changes therein as said officer shall require or approve, such approval of this Board and such officer to be conclusively evidenced by the execution of the Credit Agreement and Pricing Confirmation, respectively.

The form of Indenture presented to this meeting is hereby acknowledged and approved, and it is acknowledged that the Authority will execute and deliver the Indenture and one or more Supplemental Indentures, which shall be identified in the Pricing Confirmation applicable to the Series of Notes to be issued, in substantially one or more of said forms with such changes therein as the Authorized Officer who executes such Pricing Confirmation shall require or approve (substantially final forms of the Indenture and the Supplemental Indenture (if applicable) to be delivered to the Authorized Officer concurrently with the Pricing Confirmation applicable to the Series of Notes to be issued), such approval of such Authorized Officer and this Board to be conclusively evidenced by the execution of the Pricing Confirmation applicable to such Series of Notes. It is acknowledged that the Authority is authorized and requested to issue one or more Series of Pool Bonds (consisting of a Series of Senior Bonds and, if desirable, a corresponding Series of Subordinate Bonds) pursuant to and as provided in the Indenture as finally executed and, if applicable, each Supplemental Indenture as finally executed.

Each Authorized Officer is hereby authorized and directed to provide the Underwriter with such information relating to the District as the Underwriter shall reasonably request for inclusion in the Preliminary Official Statement(s) and Official Statement(s) of the Authority relating to a Series of Pool Bonds. If, at any time prior to the execution of a Pricing Confirmation, any event occurs as a result of which the information contained in the corresponding Preliminary Official Statement or other offering document relating to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Underwriter.

Subject to Section 8 hereof, the District hereby agrees that if a Series of Notes shall become a Defaulted Note, the unpaid portion thereof or the portion to which a Credit Instrument applies for which full reimbursement on a draw, payment or claim has not been made by the Maturity Date shall be deemed outstanding and shall not be deemed to be paid until (i) any Credit Provider providing a Credit Instrument with respect to such Series of Notes or the Series of Pool Bonds issued in connection with such Series of Notes, has been reimbursed for any drawings, payments or claims made under the Credit Instrument with respect to such Series of Notes, including interest accrued thereon, as provided therein and in the applicable Credit Agreement, and (ii) the holders of such Series of Notes or the Series of the Pool Bonds issued in connection with such Series of Notes are paid the full principal amount represented by the unsecured portion of such Series of Notes plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. For purposes of clause (ii) of the preceding sentence, holders of such Series of Pool Bonds will be deemed to have received such principal amount and such accrued interest upon deposit of such moneys with the Trustee.

The District agrees to pay or cause to be paid, in addition to the amounts payable under each Series of Notes, any fees or expenses of the Trustec and, to the extent permitted by law, if such Series of Notes is secured in whole or in part by a Credit Instrument (by virtue of the fact that the corresponding Series of Pool Bonds is secured by a Credit Instrument), any Predefault Obligations and Reimbursement Obligations (to the extent not payable under such Series of Notes), (i) arising out of an "Event of Default" hereunder or (ii) arising out of any other event (other than an event arising solely as a result of or otherwise attributable to a default by any other Issuer). In the case described in (ii) above with respect to Predefault Obligations, the District shall owe only the percentage of such fees, expenses and Predefault Obligations equal to the ratio of the Principal Amount (or Series Principal Amount as applicable) of its Series of Notes over the aggregate Principal Amounts (or Series Principal Amounts, as applicable) of all series of notes, including such Series of Notes, assigned to the Series of Pool Bonds issued in connection with such Series of Notes, at the time of original issuance of such Series of Pool Bonds. Such additional amounts will be paid by the District within twenty-five (25) days of receipt by the District of a bill therefor from the Trustee.

(C) Appointment of Professionals. Piper Jaffray & Co. (and/or such other firm or firms as shall be selected by the Authority as designated in the applicable Pricing Confirmation and approved and accepted by an Authorized Officer by the execution of such Pricing Confirmation) is hereby appointed and/or approved as underwriter for the Program, the law firm of Orrick, Herrington & Sutcliffe LLP (and/or such other firm or firms as shall be selected by the Authority as designated in the applicable Pricing Confirmation and approved and accepted by an Authorized Officer by the execution of such Pricing Confirmation) is hereby appointed and/or approved as bond counsel for the Program, and the law firm of Kutak Rock LLP (and/or such other firm or firms as shall be selected by the Authority as designated in the applicable Pricing Confirmation and approved and accepted by an Authorized Officer by the execution of such Pricing Confirmation) is hereby appointed and/or approved as special counsel to the District in connection with the Program.

Section 6. No Joint Obligation.

- Certificate Structure. If the Certificate Structure is implemented, each Series of Notes of the District shall be marketed and sold simultaneously with the notes of other Issuers and shall be aggregated and combined with such notes of other Issuers participating in the Program into a Series of Certificates evidencing and representing an interest in several, and not joint, obligations of each Issuer. The obligation of the District to owners of a Series of Certificates is a several and not a joint obligation and is strictly limited to the District's repayment obligation under this Resolution, the resolution of the County providing for the issuance of the Note, if applicable, and the applicable Series of Notes as evidenced and represented by such Series of Certificates. Owners of Certificates, to the extent of their interest in a Series of Notes, shall be treated as owners of such Series of Notes and shall be entitled to all the rights and security thereof; including the right to enforce the obligations and covenants contained in this Resolution and such Series of Notes. The District hereby recognizes the right of the owners of a Series of Certificates acting directly or through the Trustee to enforce the obligations and covenants contained in the Series of Notes evidenced and represented thereby, this Resolution and the Trust Agreement. The District shall be directly obligated to each owner of a Series of Certificates for the principal and interest payments on the Series of Notes evidenced and represented by such Certificates without any right of counterclaim or offset arising out of any act or failure to act on the part of the Trustee.
- (B) <u>Bond Pool Structure</u>. If the Bond Pool Structure is implemented, each Series of Notes will be issued in conjunction with a series of notes of one or more other Issuers and will be assigned to a Pool in order to secure a corresponding Series of Pool Bonds. In all cases, the obligation of the District to make payments on or in respect to each Series of its Notes is a several and not a joint obligation and is strictly limited to the District's repayment obligation under this Resolution, the resolution of the County providing for the issuance of the Note, if applicable, and such Series of Notes.
- Disposition of Proceeds of Notes. The moneys received from the sale of Section 7. each Series of Notes evidenced and represented by a Series of Certificates or each Series of Pool Bonds issued in connection with a Series of Notes, as the case may be, allocable to the District's share of the costs of issuance (which shall include any fees and expenses in connection with the related Credit Instrument(s) applicable to such Series of Notes or Series of Pool Bonds) shall be deposited in an account in the Costs of Issuance Fund established for such Series of Notes or such Series of Pool Bonds, as applicable, and held and invested by the Trustee under the Trust Agreement or the Indenture, as applicable, and expended as directed by the Underwriter (if the Certificate Structure is implemented) or the Authority (if the Bond Pool Structure is implemented) on Costs of Issuance as provided in the Trust Agreement or the Indenture, as applicable. All or a portion of the moneys allocable to each Series of Notes from the sale of the corresponding Series of Certificates or Pool Bonds, as applicable, net of the District's share of the costs of issuance, is hereby designated the "Deposit to Proceeds Subaccount" and shall be deposited in the District's Proceeds Subaccount attributed to such Series of Notes hereby authorized to be created pursuant to, and held and invested by the Trustee under, the Trust Agreement or the Indenture, as applicable, for the District and said moneys may be used and expended by the District for any purpose for which it is authorized to use and expend moneys. upon requisition from such Proceeds Subaccount as specified in the Trust Agreement or the

Indenture, as applicable. The Pricing Confirmation applicable to each Series of Notes shall set forth such amount of the Deposit to Proceeds Subaccount. Each Authorized Officer is hereby authorized to approve the amount of such Deposit to Proceeds Subaccount. Subject to Section 8 hereof, the District hereby covenants and agrees to replenish amounts on deposit in each Proceeds Subaccount attributed to a Series of its Note to the extent practicable from any source of available funds up to an amount equal to the unreplenished withdrawals from such Proceeds Subaccount.

The Trustee shall transfer to each Payment Account (hereinafter defined) relating to a Series of Notes from amounts on deposit in the related Proceeds Subaccount attributed to such Series of Notes on the first day of each Repayment Period (as defined hereinafter) (or such other day of each Repayment Period designated in the Pricing Confirmation applicable to a Series of Notes), amounts which, taking into consideration anticipated earnings thereon to be received by the Maturity Date, are equal to the percentages of the principal and interest due with respect to such Series of Notes at maturity for the corresponding Repayment Period set forth in such Pricing Confirmation; provided, however, that on the twentieth date of the next to last Repayment Period designated in such Pricing Confirmation (or such other day designated in the Pricing Confirmation applicable to a Series of Notes), or, if only one Repayment Period is applicable to a Series of Notes, on the twentieth day of the month preceding the Repayment Period designated in such Pricing Confirmation (or such other day designated in the Pricing Confirmation applicable to a Series of Notes), the Trustee shall transfer all remaining amounts in the Proceeds Subaccount attributed to the Series of Notes to the related Payment Account all as and to the extent provided in the Trust Agreement or the Indenture, as applicable; provided, however, that with respect to the transfer in any such Repayment Period (or day preceding a single Repayment Period), if said amount in the Proceeds Subaccount attributed to a Series of Notes is less than the corresponding percentage set forth in the Pricing Confirmation applicable to the related Series of Notes of the principal and interest due with respect to such Series of Notes at maturity, the Trustee shall transfer to the related Payment Account attributed to such Series of Notes of the District all amounts on deposit in the Proceeds Subaccount attributed to such Series of Notes on the day designated for such Repayment Period.

For Notes issued in calendar 2010, in the event either (A) the Series Principal Amount of any Tax-Exempt Series of Notes, together with the aggregate amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2010, will, at the time of the issuance of such Tax-Exempt Series of the Notes (as indicated in the certificate of the District executed as of the date of issuance of such Tax-Exempt Series of Notes (each "District Certificate")) exceed fifteen million dollars (\$15,000,000), or (B) the Series Principal Amount of any Tax-Exempt Series of Notes, together with the aggregate amount of all tax-exempt obligations not used to finance school construction (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2010, will, at the time of the issuance of such Tax-Exempt Series of Notes (as indicated in the related District Certificate), exceed five million dollars (\$5,000,000), the second following paragraph will apply. In such case, the District shall be deemed a "Safe Harbor Issuer" with respect to such Tax-Exempt Series of Notes.

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For Notes issued in calendar year 2011, in the event either (A) the Series Principal Amount of any Tax-Exempt Series of Notes, together with the aggregate amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2011, will, at the time of the issuance of such Tax-Exempt Series of the Notes (as indicated in the certificate of the District executed as of the date of issuance of such Tax-Exempt Series of Notes (each "District Certificate")) exceed fifteen million dollars (\$15,000,000), or (B) the Series Principal Amount of any Tax-Exempt Series of Notes, together with the aggregate amount of all tax-exempt obligations not used to finance school construction (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2011, will, at the time of the issuance of such Tax-Exempt Series of Notes (as indicated in the related District Certificate), exceed five million dollars (\$5,000,000), the following paragraph will apply. In such case, the District shall be deemed a "Safe Harbor Issuer" with respect to such Tax-Exempt Series of Notes.

Amounts in any Proceeds Subaccount relating to a Tax-Exempt Series of Notes of the District and attributable to cash flow borrowing shall be withdrawn and expended by the District for any purpose for which the District is authorized to expend funds from the general fund of the District, but, with respect to general fund expenditures, only to the extent that on the date of any withdrawal no other funds are available for such purposes without legislation or judicial action or without a legislative, judicial or contractual requirement that such funds be reimbursed. If on no date that is within six months from the date of issuance of each Tax-Exempt Series of Notes, the balance in the related Proceeds Subaccount attributable to cash flow borrowing and treated for federal tax purposes as proceeds of such Tax-Exempt Series of Notes is low enough so that the amounts in the Proceeds Subaccount attributable to such Tax-Exempt Series of Notes qualify for an exception from the rebate requirements (the "Rebate Requirements") of Section 148 of the Internal Revenue Code of 1986 (the "Code"), the District shall promptly notify the Trustee in writing and, to the extent of its power and authority, comply with instructions from Orrick, Herrington & Sutcliffe LLP, Bond Counsel, supplied to it by the Trustee as the means of satisfying the Rebate Requirements.

The term "Tax-Exempt" shall mean, with respect to interest on any obligations of a state or local government, that such interest is excluded from the gross income of the holders thereof for federal income tax purposes, whether or not such interest is includable as an item of tax preference or otherwise includable directly or indirectly for purposes of calculating other tax liabilities, including any alternative minimum tax or environmental tax under the Code. Each Series of Notes issued hereunder (or any Series of Pool Bonds related thereto) may be issued as a Tax-Exempt Series of Notes or such that the interest on such Series of Notes is not Tax-Exempt.

Section 8. Source of Payment.

(A) <u>Pledge</u>. The term "Unrestricted Revenues" shall mean the taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2010-2011 which will be received by or will accrue to the District during such fiscal year for the general fund and, if so indicated in a Pricing Confirmation, capital fund and/or special revenue fund (or similarly named fund or funds as

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indicated in such Pricing Confirmation) of the District and which are lawfully available for the payment of current expenses and other obligations of the District. As security for the payment of the principal of and interest on all Series of Notes issued hereunder, subject to the payment priority provisions of Section 17 hereof and this Section 8, the District hereby pledges the first Unrestricted Revenues to be received by the District in the periods specified in each Pricing Confirmation as Repayment Periods (each individual period a "Repayment Period" and collectively "Repayment Periods"), in an amount equal to the percentages of the principal and interest due with respect to each Series of Notes at maturity for the corresponding Repayment Period specified in such Pricing Confirmations (the "Pledged Revenues").

- (B) <u>Lien and Charge</u>. As provided in Section 53856 of the Act, all Series of Notes issued hereunder and the interest thereon, subject to the payment priority provisions of Section 17 hereof and this Section 8, shall be a first lien and charge against, and shall be payable from the first moneys received by the District from, the Pledged Revenues.
- General Obligation. As provided in Section 53857 of the Act, notwithstanding the provisions of Section 53856 of the Act and of subsection (B) of this Section, all Series of Notes issued hereunder shall be general obligations of the District and, in the event that on the tenth Business Day (as defined in the Trust Agreement or the Indenture, as applicable) of each such Repayment Period (or such other day of each Repayment Period designated in the Pricing Confirmation applicable to a Series of Notes) the District has not received sufficient Unrestricted Revenues to permit the deposit into each Payment Account of the full amount of Pledged Revenues to be deposited therein from said Unrestricted Revenues in such Repayment Period, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the payment of the principal of all Series of Notes and the interest thereon, as and when such other moneys are received or are otherwise legally available, in the following order of priority: first, to satisfy pro-rata any deficiencies attributable to any Series of Senior Notes; second, to satisfy pro-rata any deficiencies attributable to any Series of Subordinate Notes (except for any Series of Subordinate Notes described in the next clause); and thereafter, to satisfy any deficiencies attributable to any other Series of Subordinate Notes that shall have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, in such order of priority.
- (D) Payment Accounts. In order to effect, in part, the pledge provided for in subsection (A) of this Section, the District agrees to the establishment and maintenance as a special fund of the District of a separate Payment Account for each Series of Notes issued hereunder (each a "Payment Account") by the Trustee under the Trust Agreement or the Indenture, as applicable, and the Trustee is hereby appointed as the responsible agent to maintain such fund until the payment of the principal of the corresponding Series of Notes and the interest thereon, and the District hereby covenants and agrees to cause to be deposited directly in each Payment Account (and shall request specific amounts from the District's funds on deposit with the County Treasurer for such purpose) a pro-rata share (as provided below) of the first Unrestricted Revenues received in each Repayment Period specified in the Pricing Confirmation(s) and any Unrestricted Revenues received thereafter until the amount on deposit in each Payment Account, taking into consideration anticipated investment earnings thereon to be received by the Maturity Date applicable to the respective Series of Notes (as set forth in a certificate from the Underwriter to the Trustee), is equal in the respective Repayment Periods

identified in the Pricing Confirmation applicable to such Series of Notes to the percentages of the principal of and interest due with respect to such Series of Notes at maturity specified in the Pricing Confirmation applicable to such Series of Notes; provided that such deposits shall be made in the following order of priority: first, pro-rata to the Payment Account(s) attributable to any applicable Series of Senior Notes; second, pro-rata to the Payment Account(s) attributable to any applicable Series of Subordinate Notes (except for any Series of Subordinate Notes described in the next clause); and thereafter, to the Payment Account(s) attributable to any other applicable Series of Subordinate Notes that shall have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, in such order of priority.

Subject to the payment priority provisions of Section 17 hereof and this Section 8, any moneys placed in the Payment Account attributed to a Series of Notes shall be for the benefit of (i) the owners of the applicable Series of Certificates if the Certificate Structure is implemented and the holders of the Series of Pool Bonds issued in connection with the Pool of which such Series of Notes is a part if the Bond Pool Structure is implemented, and (ii) (to the extent provided in the Trust Agreement or the Indenture, as applicable) the Credit Provider(s), if any. Subject to the payment priority provisions of Section 17 hereof and this Section 8, the moneys in the Payment Account attributed to the Series of Notes shall be applied only for the purposes for which the Payment Account is created until the principal of such Series of Notes and all interest thereon are paid or until provision has been made for the payment of the principal of such Series of Notes at maturity of such Series of Notes with interest to maturity (in accordance with the requirements for defeasance of the related Series of Certificates or Series of Bonds, as applicable, as set forth in the Trust Agreement or the Indenture, as applicable) and, if applicable (to the extent provided in the Trust Agreement or the Indenture, as applicable, and, if applicable, the corresponding Credit Agreement), the payment of all Predefault Obligations and Reimbursement Obligations owing to the corresponding Credit Provider.

(E) Determination of Repayment Periods. With respect to each Series of Notes, the length of any individual Repayment Period determined in the related Pricing Confirmation shall not exceed the greater of three (3) consecutive calendar months or ninety (90) days and the number of Repayment Periods determined in the related Pricing Confirmation shall not exceed six (6); provided, however, that (1) the first Repayment Period of any Series of Subordinate Notes shall not occur prior to the end of the last Repayment Period of any outstanding Series of Notes of a higher priority without the consent of each Credit Provider for such outstanding Notes; and (2) if the first Repayment Period of any Series of Subordinate Notes overlaps the last Repayment Period of any outstanding Series of Notes of a higher priority, no deposits shall be made in the Payment Account of such Subordinate Notes until all required amounts shall have been deposited into the Payment Account(s) of all outstanding Series of Notes of a higher priority without the consent of each Credit Provider for such outstanding Notes. Any Authorized Officer is hereby authorized to approve the determination of the Repayment Periods and percentages of the principal and interest due with respect to each Series of Notes at maturity required to be on deposit in the related Payment Account in each Repayment Period, all as specified in the Pricing Confirmation applicable to such Series of Notes, by executing and delivering the Pricing Confirmation applicable to such Series of Notes, such execution and delivery to be conclusive evidence of approval by this Board and such Authorized Officer.

- (F) Application of Moneys in Payment Accounts. On any interest payment date (if different from the Maturity Date) and on the Maturity Date of a Series of Notes, the moneys in the Payment Account attributed to such Series of Notes shall be transferred by the Trustee, to the extent necessary, to pay, in the case of an interest payment date, the interest, and in the case of the Maturity Date, the principal of and interest with respect to such Series of Notes or to reimburse the Credit Provider(s) for payments made under or pursuant to the Credit Instrument(s), subject to the payment priority provisions of Section 17 hereof and this Section 8. In the event that moneys in the Payment Account attributed to any Series of Notes are insufficient to pay the principal of and/or interest with respect to such Series of Notes in full on an interest payment date and/or the Maturity Date, moneys in such Payment Account together with moneys in the Payment Accounts of all other outstanding Series of Notes issued by the District shall be applied in the following priority:
 - (1) with respect to all Series of Senior Notes:
 - a. first, to pay interest with respect to all Series of Senior Notes pro-rata;
 - b. second, (if on the Maturity Date) to pay principal of all Series of Senior Notes pro-rata;
 - c. third, to reimburse each Credit Provider for payment, if any, of interest with respect to all Series of Senior Notes pro-rata (or on such other basis as set for in the Trust Agreement or the Indenture, as applicable);
 - d. fourth, to reimburse each Credit Provider for payment, if any, of principal with respect to all Series of Senior Notes pro-rata (or on such other basis as set for in the Trust Agreement or the Indenture, as applicable);
 - e. fifth, to pay pro-rata (or on such other basis as set for in the Trust Agreement or the Indenture, as applicable) any Reimbursement Obligations of the District and any of the District's pro rata share of Predefault Obligations owing to each Credit Provider relating to all Series of Senior Notes, as applicable;
 - (2) then, with respect to all Series of Subordinate Notes (except for any Series of Subordinate Notes described in paragraph (3) below), to make the pro-rata payments corresponding to each such Series of Subordinate Notes equivalent to the payments described above in paragraphs (1)(a) through (e), in such order;
 - (3) then, with respect to all other Series of Subordinate Notes that have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, to make the pro-rata payments corresponding to each such Series of Subordinate Notes equivalent to the payments described above in paragraphs (1)(a) through (e), in such order; and
 - (4) lastly, to pay any other Costs of Issuance not previously disbursed.

Any moneys remaining in or accruing to the Payment Account attributed to each such Series of Notes after the principal of all the Series of Notes and the interest thereon and any Predefault Obligations and Reimbursement Obligations, if applicable, and obligation, if any, to pay any rebate amounts in accordance with the provisions of the Trust Agreement or the Indenture, as applicable, have been paid, or provision for such payment has been made, if any, shall be transferred by the Trustee to the District, subject to any other disposition required by the Trust Agreement, the Indenture or the related Credit Agreement(s), as applicable.

Nothing herein shall be deemed to relieve the District from its obligation to pay its Note of any Series in full on the applicable Maturity Date(s).

- Financial Reports and Deficiency Reports. If, as of the first Business Day (as defined in the Trust Agreement or the Indenture, as applicable) of each Repayment Period (or such other day of each Repayment Period designated in the Pricing Confirmation applicable to a Series of Notes), beginning in the Repayment Period designated in Section 3.03 of the Trust Agreement or the Indenture, as applicable, the total amount on deposit in the District's Payment Account applicable to any Series of Notes and the Proceeds Subaccount applicable to such Series of Notes, taking into consideration anticipated earnings thereon to the Maturity Date of such Series of Notes, is less than the amount required to be on deposit in the Payment Account attributed to such Series of Notes in such Repayment Period (as specified in the Pricing Confirmation applicable to the Series of Notes) and any outstanding Predefault Obligations and Reimbursement Obligations (if any), the District shall promptly file with the Trustee, the Underwriter and the corresponding Credit Provider, if any, a Financial Report, and on the tenth Business Day of such Repayment Period (or such other day of each Repayment Period designated in the Pricing Confirmation applicable to a Series of Notes), if applicable, a Deficiency Report, in substantially the forms set forth as Exhibits C and D to the Trust Agreement or the Indenture, as applicable, and shall provide such other information as the corresponding Credit Provider(s), if any, shall reasonably request. In the event of such deficiency, the District shall have no further right to requisition any moneys from any Proceeds Subaccount applicable to any Series of its Notes issued pursuant to this Resolution.
- (H) Investment of Moneys in Proceeds Subaccounts and Payment Accounts. Moneys in the Proceeds Subaccount attributed to each Series of Notes and the Payment Account attributed to such Series of Notes shall be invested by the Trustee pursuant to the Trust Agreement or the Indenture, as applicable, in an investment agreement or agreements and/or other Permitted Investments as described in and under the terms of the Trust Agreement or the Indenture, as applicable, and as designated in the Pricing Confirmation applicable to such Series of Notes. The type of initial investments to be applicable to the proceeds of the Series of Notes shall be determined by the District as designated in the Pricing Confirmation applicable to such Series of Notes. In the event the District designates an investment agreement or investment agreements as the investments, the District hereby appoints the bidding agent designated in the Pricing Confirmation (the "Bidding Agent") as its designee as a party authorized to solicit bids on or negotiate the terms of the investment agreement or investment agreements and hereby authorizes and directs the Trustee to invest such funds pursuant to such investment agreement or investment agreements (which (i) shall be with a provider or providers, or with a provider or providers whose obligations are guaranteed or insured by a financial entity, the senior debt or investment contracts or obligations under its investment contracts of which are rated in one of

the two highest long-term rating categories by the rating agency or agencies then rating the applicable Series of Certificates or Series of Pool Bonds (each, a "Rating Agency"), or whose commercial paper rating is in the highest rating category (with regard to any modifiers) of each such Rating Agencies, or (ii) shall be fully collateralized by investments listed in subsection (1) of the definition of Permitted Investments set forth in the Trust Agreement or the Indenture, as applicable, as required by such Rating Agencies to be rated in one of the two highest rating categories, and shall be acceptable to the corresponding Credit Provider, and the particulars of which pertaining to interest rate or rates and investment provider or providers will be set forth in the Pricing Confirmation applicable to such Series of Notes) and authorizes the Trustee to enter into such investment agreement or agreements on behalf of the District. The Bidding Agent, on behalf of itself and any investment broker retained by it, is authorized to accept a fee from the investment provider in an amount not in excess of 0.2% of the amount reasonably expected, as of the date of acquisition of the investment contract, to be invested under the investment contract over its term. Each Authorized Officer is hereby authorized and directed to execute and deliver such side letter or letters as are reasonably required by an investment agreement provider, acknowledging such investment and making reasonable representations and covenants with respect thereto. The District's funds in the Proceeds Subaccount attributed to each Series of Notes and the Payment Account attributed to such Series of Notes shall be accounted for separately. Any such investment by the Trustee shall be for the account and risk of the District, and the District shall not be deemed to be relieved of any of its obligations with respect to any Series of Notes, the Predefault Obligations or Reimbursement Obligations, if any, by reason of such investment of the moneys in its Proceeds Subaccount applicable to such Series of Notes or the Payment Account applicable to such Series of Notes.

Notwithstanding any other investment policy of the District heretofore or hereafter adopted, the investment policy of the District pertaining to each Series of Notes and all funds and accounts established in connection therewith shall be consistent with, and the Board hereby authorizes investment in, the Permitted Investments. Any investment policy adopted by the Board hereafter in contravention of the foregoing shall be deemed to modify the authorization contained herein only if it shall specifically reference this Resolution and Section.

Section 9. Execution of Note. Any one of the Treasurer of the County, or, in the absence of said officer, his or her duly appointed assistant, the Chairperson of the Board of Supervisors of the County or the Auditor (or comparable financial officer) of the County shall be authorized to execute each Note of any Series issued hercunder by manual or facsimile signature and the Clerk of the Board of Supervisors of the County or any Deputy Clerk shall be authorized to countersign each such Note by manual or facsimile signature and to affix the seal of the County to each such Note either manually or by facsimile impression thereof. In the event the Board of Supervisors of the County fails or refuses to authorize issuance of the Series of Notes as referenced in Section 2 hereof, any one of the President or Chairperson of the governing board of the District or any other member of such board shall be authorized to execute the Note by manual or facsimile signature and the Secretary or Clerk of the governing board of the District, the Superintendent of the District, the Assistant Superintendent for Business, the Assistant Superintendent for Administrative Services, the business manager, director of business or fiscal services or chief financial/business officer of the District, as the case may be, or any duly appointed assistant thereto, shall be authorized to countersign each such Note by manual or facsimile signature. Said officers of the County or the District, as applicable, are hereby

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authorized to cause the blank spaces of each such Note to be filled in as may be appropriate pursuant to the applicable Pricing Confirmation. Said officers are hereby authorized and directed to cause the Trustee, as registrar and authenticating agent, to authenticate and accept delivery of each such Note pursuant to the terms and conditions of the corresponding Certificate Purchase Agreement or Note Purchase Agreement, as applicable, this Resolution and the Trust Agreement or Indenture, as applicable. In case any officer whose signature shall appear on any Series of Notes shall cease to be such officer before the delivery of such Series of Notes, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Each Series of the Notes shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Trustee and showing the date of authentication. Each Series of the Notes shall not be valid or obligatory for any purpose or be entitled to any security or benefit under this Resolution unless and until such certificate of authentication shall have been duly executed by the Trustee by manual signature, and such certificate of authentication upon any such Series of Notes shall be conclusive evidence that such has been authenticated and delivered under this Resolution. The certificate of authentication on a Series of Notes shall be deemed to have been executed by the Trustee if signed by an authorized officer of the Trustee. The Notes need not bear the seal of the District, if any.

- Section 10. Note Registration and Transfer. (A) As long as any Series of the Notes remains outstanding, the District shall maintain and keep, at the principal corporate trust office of the Trustee, books for the registration and transfer of each Series of the Notes. Each Series of the Notes shall initially be registered in the name of the Trustee under the Trust Agreement or Indenture, as applicable, to which such Series of the Notes is assigned. Upon surrender of a Note of a Series for transfer at the office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the registered owner or its duly authorized attorney, and upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, the County or the District, as applicable, shall execute and the Trustee shall authenticate and deliver, in the name of the designated transferee, a fully registered Note of the same Series. For every transfer of a Note of a Series, the District, the County or the Trustee may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to the transfer, which sum or sums shall be paid by the person requesting such transfer as a condition precedent to the exercise of the privilege of making such transfer.
- (B) Subject to Section 6 hereof, the County, the District and the Trustee and their respective successors may deem and treat the person in whose name a Note of a Series is registered as the absolute owner thereof for all purposes, and the County, the District and the Trustee and their respective successors shall not be affected by any notice to the contrary, and payment of or on account of the principal of such Note shall be made only to or upon the order of the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.
- (C) Any Note of a Series may, in accordance with its terms, be transferred upon the books required to be kept by the Trustee, pursuant to the provisions hereof by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Note for cancellation, accompanied by delivery of a written instrument of transfer, duly executed in form approved by the Trustee.

- (D) The Trustee or the Authorized Officer of the District, acting separately or together, are authorized to sign any letter or letters of representations which may be required in connection with the delivery of any Series of Certificates or Series of Pool Bonds (in each case, to which such Series of Notes is assigned), if such Series of Certificates and Series of Pool Bonds, are delivered in book-entry form.
- (E) The Trustee will keep or cause to be kept, at its principal corporate trust office, sufficient books for the registration and transfer of each Note of a Series issued, which shall be open to inspection by the County and the District during regular business hours. Upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on such books, the Notes of a Series presented as hereinbefore provided.
- If any Note of a Series shall become mutilated, the County or the District, as applicable, at the expense of the registered owner of such Note of a Series, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor, series and number in exchange and substitution for the Note so mutilated, but only upon surrender to the Trustee of the Note so mutilated. Every mutilated Note so surrendered to the Trustee shall be cancelled by it and delivered to, or upon the order of, the County or the District, as applicable. If any Note of a Series shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the County, the District and the Trustee and, if such evidence be satisfactory to them and indemnity satisfactory to them shall be given, the County or the District, as applicable, at the expense of the registered owner, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor, series and number in lieu of and in substitution for the Note so lost, destroyed or stolen (or if any such Note of a Series shall have matured (as of the latest maturity date indicated on the face thereof) or shall be about to mature (as of the latest maturity date indicated on the face thereof), instead of issuing a substitute Note, the Trustee may pay the same without surrender thereof). The Trustee may require payment of a sum not exceeding the actual cost of preparing each new Note issued pursuant to this paragraph and of the expenses which may be incurred by the County or the District, as applicable, and the Trustee in such preparation. Any Note of a Series issued under these provisions in lieu of any Note of a Series alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the County (on behalf of the District) or on the part of the District, as applicable, whether or not the Note of a Series so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be entitled to the benefits of this Resolution with all other Notes of the same Series secured by this Resolution.

Section 11. Covenants Regarding Transfer of Funds. It is hereby covenanted and warranted by the District that it will not request the County Treasurer to make temporary transfers of funds in the custody of the County Treasurer to meet any obligations of the District during Fiscal Year 2010-2011 pursuant to Article XVI, Section 6 of the Constitution of the State of California; provided, however, that the District may request the County Treasurer to make such temporary transfers of funds if all amounts required to be deposited into the Payment Account(s) of all outstanding Series of Notes (regardless of when due and payable) shall have been deposited into such Payment Account(s).

Section 12. Representations and Covenants.

- (A) The District is a political subdivision duly organized and existing under and by virtue of the laws of the State of California and has all necessary power and authority to (i) adopt this Resolution and any supplement hereto, and enter into and perform its obligations under the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, the Trust Agreement(s), if applicable, and the Credit Agreement(s), if applicable, and (ii) authorize the County to issue one or more Series of Notes on its behalf or, if applicable, issue one or more Series of Notes.
- (B) (i) Upon the issuance of each Series of Notes, the District will have taken all action required to be taken by it to authorize the issuance and delivery of such Series of Notes and the performance of its obligations thereunder, (ii) the District has full legal right, power and authority to request the County to issue and deliver such Series of Notes on behalf of the District and to perform its obligations as provided herein and therein, and (iii) if applicable, the District has full legal right, power and authority to issue and deliver each Series of Notes.
- (C) The issuance of each Series of Notes, the adoption of this Resolution and the execution and delivery of the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, the Trust Agreement(s), if applicable, and the Credit Agreement(s), if applicable, and compliance with the provisions hereof and thereof will not conflict with, breach or violate any law, administrative regulation, court decree, resolution, charter, by-laws or other agreement to which the District is subject or by which it is bound.
- (D) Except as may be required under blue sky or other securities law of any state or Section 3(a)(2) of the Securities Act of 1933, there is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory authority having jurisdiction over the District required for the issuance and sale of each Series of Notes or the consummation by the District of the other transactions contemplated by this Resolution except those the District shall obtain or perform prior to or upon the issuance of each Series of Notes.
- (E) The District has (or will have prior to the issuance of the first Series of Notes) duly, regularly and properly adopted a budget for Fiscal Year 2010-2011 setting forth expected revenues and expenditures and has (or will have prior to the issuance of the first Series of Notes) complied with all statutory and regulatory requirements with respect to the adoption of such budget. The District hereby covenants that it will (i) duly, regularly and properly prepare and adopt its revised or final budget for Fiscal Year 2010-2011, (ii) provide to the Trustee, the Credit Provider(s), if any, and the Underwriter, promptly upon adoption, copies of such revised or final budget and of any subsequent revisions, modifications or amendments thereto and (iii) comply with all applicable law pertaining to its budget.
- (F) The Principal Amount if only one Series of Notes is issued hereunder, and if more than one Series of Notes is issued hereunder, the sum of the Series Principal Amounts of all Series of Notes issued hereunder by or on behalf of the District, plus the interest payable thereon, on the date of issuance of the final Series of Notes to be issued, shall not exceed fifty percent (50%) of the estimated amounts of uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for

Fiscal Year 2010-2011 which will be received by or will accrue to the District during such fiscal year for the general fund and, if applicable, capital fund and/or special revenue fund of the District, all of which will be legally available to pay principal of and interest on such Notes, less amounts, if any, on deposit, on the date of such issuance, in the Payment Accounts attributed to any Series of Notes.

- (G) The County has experienced an *ad valorem* property tax collection rate of not less than eighty-five percent (85%) of the average aggregate amount of *ad valorem* property taxes levied within the District in each of the five fiscal years from Fiscal Year 2004-2005 through Fiscal Year 2008-2009, and the District, as of the date of adoption of this Resolution and on the date of issuance of each Series of Notes, reasonably expects the County to have collected and to collect at least eighty-five percent (85%) of such amount for Fiscal Years 2009-2010 and 2010-2011, respectively.
- (H) The District (i) is not currently in default on any debt obligation, (ii) to the best knowledge of the District, has never defaulted on any debt obligation, and (iii) has never filed a petition in bankruptcy.
- (I) The District's most recent audited financial statements present fairly the financial condition of the District as of the date thereof and the results of operation for the period covered thereby. Except as has been disclosed to the Underwriter and the Credit Provider(s), if any, there has been no change in the financial condition of the District since the date of such audited financial statements that will in the reasonable opinion of the District materially impair its ability to perform its obligations under this Resolution and each Series of Notes. The District agrees to furnish to the Underwriter, the Trustee and the Credit Provider(s), if any, promptly, from time to time, such information regarding the operations, financial condition and property of the District as such party may reasonably request, including the Financial Report and Deficiency Report, if appropriate, appearing as Exhibits C and D to the Trust Agreement or the Indenture, as applicable.
- (J) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, arbitrator, governmental or other board, body or official, pending or, to the best knowledge of the District, threatened against or affecting the District questioning the validity of any proceeding taken or to be taken by the District in connection with each Series of Notes, the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, the Trust Agreement or the Indenture, as applicable, the Credit Agreement(s), if any, or this Resolution, or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the District of any of the foregoing, or wherein an unfavorable decision, ruling or finding would have a materially adverse effect on the District's financial condition or results of operations or on the ability of the District to conduct its activities as presently conducted or as proposed or contemplated to be conducted, or would materially adversely affect the validity or enforceability of, or the authority or ability of the District to perform its obligations under, each Series of Notes, the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, the Trust Agreement or the Indenture, as applicable, the Credit Agreement(s), if any, or this Resolution.

- (K) The District will not directly or indirectly amend, supplement, repeal, or waive any portion of this Resolution (i) without the consents of the Credit Provider(s), if any, or (ii) in any way that would materially adversely affect the interests of any holder or owner of any Series of the Notes, Certificates or Pool Bonds, as applicable, issued in connection with any Series of the Notes; provided, however that, if the Program is implemented, the District may adopt one or more Supplemental Resolutions without any such consents in order to increase the Maximum Amount of Borrowing in connection with the issuance of one or more Series of Additional Notes as provided in Section 2(B)(4) hereof.
- (L) Upon issuance of a Series of Notes, such Series of Notes, this Resolution and the District's acceptance of its obligations under the corresponding Credit Agreement will constitute legal, valid and binding agreements of the District, enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy or other laws affecting creditors' rights generally, the application of equitable principles if equitable remedies are sought, the exercise of judicial discretion in appropriate cases and the limitations on legal remedies against school districts, community college districts and county boards of education, as applicable, in the State of California.
- (M) It is hereby covenanted and warranted by the District that all representations and recitals contained in this Resolution are true and correct, and that the District and its appropriate officials have duly taken, or will take, all proceedings necessary to be taken by them, if any, for the levy, receipt, collection and enforcement of the Pledged Revenues in accordance with law for carrying out the provisions of this Resolution and each Series of Notes.
- (N) The District shall not incur any indebtedness that is not issued in connection with the Program under this Resolution and that is secured by a pledge of its Unrestricted Revenues unless such pledge is subordinate in all respects to the pledge of Unrestricted Revenues hereunder.
- (O) So long as any Credit Provider is not in default under the corresponding Credit Instrument, the District hereby agrees to pay its pro rata share of all Predefault Obligations and all Reimbursement Obligations attributable to the District in accordance with provisions of the applicable Credit Agreement, if any, and/or the Trust Agreement or Indenture, as applicable. Prior to the Maturity Date of a Series of Notes, moneys in the District's Payment Account attributed to such Series of Notes shall not be used to make such payments. The District shall pay such amounts promptly upon receipt of notice from the Credit Provider that such amounts are due to it by instructing the Trustee to pay such amounts to the Credit Provider on the District's behalf by remitting to the Credit Provider moneys held by the Trustee for the District and then available for such purpose under the Trust Agreement or the Indenture, as applicable. If such moneys held by the Trustee are insufficient to pay the District's pro rata share of such Predefault Obligations and all Reimbursement Obligations attributable to the District (if any), the District shall pay the amount of the deficiency to the Trustee for remittance to the Credit Provider.
- (P) So long as any Series of Certificates or Pool Bonds executed or issued in connection with a Series of Notes are Outstanding, or any Predefault Obligation or Reimbursement Obligation is outstanding, the District will not create or suffer to be created any

pledge of or lien on such Series of Notes other than the pledge and lien of the Trust Agreement or the Indenture, as applicable.

- As of the date of adoption of this Resolution, based on the most recent report prepared by the Superintendent of Public Instruction of the State of California, the District does not have a negative certification (or except as disclosed in writing to the Credit Provider(s), if any, a qualified certification) applicable to the fiscal year ending June 30, 2010 (the "Fiscal Year 2009-2010") within the meaning of Section 42133 of the California Education Code. The District covenants that it will immediately deliver a written notice to the Authority, the Underwriter, the Credit Provider(s), if any, and Bond Counsel if it (or, in the case of County Boards of Education, the County Superintendent of Schools) files with the County Superintendent of Schools, the County Board of Education or the State Superintendent of Public Instruction or receives from the County Superintendent of Schools or the State Superintendent of Public Instruction a qualified or negative certification applicable to Fiscal Year 2009-2010 or Fiscal Year 2010-2011 prior to the respective Closing Date referenced in each Pricing Confirmation or the Maturity Date of each Series of Notes.
- (R) Except as otherwise approved by the Credit Provider that issued the applicable Credit Instrument, to the extent required by law and by the State Superintendent of Public Instruction, the District fully funded its Reserve for Economic Uncertainties for Fiscal Year 2009-2010 and will fully fund its Reserve for Economic Uncertainties for Fiscal Year 2010-2011.
- (S) The District will maintain a positive general fund balance in Fiscal Year 2010-2011.
- The District will maintain an investment policy consistent with the policy set forth in Section 8(H) hereof.
- The District covenants that it will immediately deliver a written notice to the Authority, the Underwriter, the Credit Provider(s), if any, and Bond Counsel upon the occurrence of any event which constitutes an Event of Default hereunder or would constitute an Event of Default but for the requirement that notice be given, or time elapse, or both.
- Tax Covenants. (A) The District will not take any action or fail to take any action if such action or failure to take such action would adversely affect the exclusion from gross income of the interest payable on each Tax-Exempt Series of Notes (or on any Tax-Exempt Series of Pool Bonds related thereto) under Section 103 of the Code. Without limiting the generality of the foregoing, the District will not make any use of the proceeds of any Tax-Exempt Series of the Notes or any other funds of the District which would cause any Tax-Exempt Series of the Notes (or on any Tax-Exempt Series of Pool Bonds related thereto) to be an "arbitrage bond" within the meaning of Section 148 of the Code, a "private activity bond" within the meaning of Section 141(a) of the Code, or an obligation the interest on which is subject to federal income taxation because it is "federally guaranteed" as provided in Section 149(b) of the Code. The District, with respect to the proceeds of each Tax-Exempt Series of the Notes, will comply with all requirements of such sections of the Code and all regulations of the United

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States Department of the Treasury issued or applicable thereunder to the extent that such requirements are, at the time, applicable and in effect.

- In the event the District is deemed a Safe Harbor Issuer (as defined in Section 7) with respect to a Tax-Exempt Series of Notes, this subsection (B) shall apply. The District covenants that it shall make all calculations in a reasonable and prudent fashion relating to any rebate of excess investment earnings on the proceeds of each such Tax-Exempt Series of Notes due to the United States Treasury, shall segregate and set aside from lawfully available sources the amount such calculations may indicate may be required to be paid to the United States Treasury, and shall otherwise at all times do and perform all acts and things necessary and within its power and authority, including complying with the instructions of Orrick, Herrington & Sutcliffe LLP, Bond Counsel referred to in Section 7 hereof to assure compliance with the Rebate Requirements. If the balance in the Proceeds Subaccount attributed to cash flow borrowing and treated for federal tax purposes as proceeds of the Tax-Exempt Series of Notes is not low enough to qualify amounts in the Proceeds Subaccount attributed to cash flow borrowing for an exception to the Rebate Requirements on at least one date within the six-month period following the date of issuance of the Tax-Exempt Series of Notes (calculated in accordance with Section 7), the District will reasonably and prudently calculate the amount, if any, of investment profits which must be rebated to the United States and will immediately set aside, from revenues attributable to the Fiscal Year 2010-2011 or, to the extent not available from such revenues, from any other moneys lawfully available, the amount of any such rebate in the Rebate Fund referred to in this Section 13(B). In addition, in such event, the District shall establish and maintain with the Trustee a fund (with separate subaccounts therein for each such Tax-Exempt Series of Notes if more than one series is issued) separate from any other fund established and maintained hereunder and under the Indenture or Trust Agreement, as applicable, designated as the "2010-2011 Tax and Revenue Anticipation Note Rebate Fund" or such other name as the Trust Agreement or the Indenture, as applicable, may designate. There shall be deposited in such Rebate Fund such amounts as are required to be deposited therein in accordance with the written instructions from Bond Counsel pursuant to Section 7 hereof.
- (C) Notwithstanding any other provision of this Resolution to the contrary, upon the District's failure to observe, or refusal to comply with, the covenants contained in this Section 13, no one other than the holders or former holders of each Tax-Exempt Series of Notes, the Certificate or the Bond owners, as applicable, the Credit Provider(s), if any, or the Trustee on their behalf shall be entitled to exercise any right or remedy under this Resolution on the basis of the District's failure to observe, or refusal to comply with, such covenants.
- (D) The covenants contained in this Section 13 shall survive the payment of all Series of the Notes.

Section 14. Events of Default and Remedies.

If any of the following events occurs, it is hereby defined as and declared to be and to constitute an "Event of Default":

(A) Failure by the District to make or cause to be made the deposits to any Payment Account required to be made hereunder on or before the fifteenth (15th) day

after the date on which such deposit is due and payable, or failure by the District to make or cause to be made any other payment required to be paid hereunder on or before the date on which such payment is due and payable;

- (B) Failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Resolution, for a period of fifteen (15) days after written notice, specifying such failure and requesting that it be remedied, is given to the District by the Trustee or any Credit Provider, unless the Trustee and such Credit Provider shall all agree in writing to an extension of such time prior to its expiration;
- (C) Any warranty, representation or other statement by or on behalf of the District contained in this Resolution or the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable (including the Pricing Confirmation(s)), or the Credit Agreement(s) or in any requisition or any Financial Report or Deficiency Report delivered by the District or in any instrument furnished in compliance with or in reference to this Resolution or the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, or the Credit Agreement(s) or in connection with any Series of the Notes, is false or misleading in any material respect;
- (D) Any event of default constituting a payment default occurs in connection with any other bonds, notes or other outstanding debt of the District;
- (E) A petition is filed against the District under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect and is not dismissed within 30 days after such filing, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Certificate or the Bond owners' (or Noteholders') interests;
- (F) The District files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under such law;
- (G) The District admits insolvency or bankruptcy or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation a receiver, liquidator or trustee) of the District or any of its property is appointed by court order or appointed by the State Superintendent of Public Instruction or takes possession thereof and such order remains in effect or such possession continues for more than 30 days, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Certificate or the Bond owners' or Noteholders' interests; and
- (H) An "Event of Default" under the terms of the resolution, if any, of the County providing for the issuance of the Notes (and any Series thereof).

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Whenever any Event of Default referred to in this Section 14 shall have happened and be continuing, subject to the provisions of Section 17 hereof, the Trustee shall, in addition to any other remedies provided herein or by law or under the Trust Agreement or the Indenture, as applicable, have the right, at its option without any further demand or notice, to take one or any combination of the following remedial steps:

- (1) Without declaring any Series of Notes to be immediately due and payable, require the District to pay to the Trustee, for deposit into the applicable Payment Account(s) of the District under the Trust Agreement or the Indenture, as applicable, an amount equal to all of the principal of all Series of Notes and interest thereon to the respective final maturity(ies) of such Series of Notes, plus all other amounts due hereunder, and upon notice to the District the same shall become immediately due and payable by the District without further notice or demand; and
- (2) Take whatever other action at law or in equity (except for acceleration of payment on any Series of Notes) which may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder.

Notwithstanding the foregoing, and subject to the provisions of Section 17 hereof and to the terms of the Trust Agreement or the Indenture, as applicable, concerning exercise of remedies which shall control if inconsistent with the following, if any Series of Notes is secured in whole or in part by a Credit Instrument or if a Credit Provider is subrogated to rights under any Series of Notes, as long as each such Credit Provider has not failed to comply with its payment obligations under the corresponding Credit Instrument, each such Credit Provider shall have the right to direct the remedies upon any Event of Default hereunder, and as applicable, prior consent shall be required to any remedial action proposed to be taken by the Trustee hereunder, except that nothing contained herein shall affect or impair the right of action of any owner of a Certificate to institute suit directly against the District to enforce payment of the obligations evidenced and represented by such owner's Certificate.

If any Credit Provider is not reimbursed on any interest payment date applicable to the corresponding Series of Notes for the drawing, payment or claim, as applicable, used to pay principal of and interest on such Series of Notes due to a default in payment on such Series of Notes by the District, as provided in the Trust Agreement or in the Indenture, as applicable, or if any principal of or interest on such Series of Notes remains unpaid after the Maturity Date of such Series of Notes, such Series of Notes shall be a Defaulted Note, the unpaid portion thereof or the portion (including the interest component, if applicable) to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been made shall be deemed outstanding and shall bear interest at the Default Rate until the District's obligation on the Defaulted Note is paid in full or payment is duly provided for, all subject to Section 8 hereof.

Section 15. Trustee. The Trustee is hereby appointed as paying agent, registrar and authenticating agent for any and all Series of Notes. The District hereby directs and authorizes the payment by the Trustee of the interest on and principal of any and all Series of Notes when such become due and payable from the corresponding Payment Account held by the Trustee in the name of the District in the manner set forth herein. The District hereby covenants to deposit

funds in each such Payment Account at the times and in the amounts specified herein to provide sufficient moneys to pay the principal of and interest on any and all Series of Notes on the day or days on which each such Series matures. Payment of any and all Series of Notes shall be in accordance with the terms of the applicable Series of Notes and this Resolution and any applicable Supplemental Resolution.

The District hereby agrees to maintain the Trustee under the Trust Agreement or the Indenture, as applicable, as paying agent, registrar and authenticating agent of any and all Series of Notes.

The District further agrees to indemnify, to the extent permitted by law and without making any representation as to the enforceability of this covenant, and save the Trustee, its directors, officers, employees and agents harmless against any liabilities which it may incur in the exercise and performance of its powers and duties under the Trust Agreement or the Indenture, as applicable, including but not limited to costs and expenses incurred in defending against any claim or liability, which are not due to its negligence or default.

Section 16. Sale of Notes. If the Certificate Structure is implemented, each Series of Notes as evidenced and represented by the applicable Series of Certificates shall be sold to the Underwriter, in accordance with the terms of the Certificate Purchase Agreement applicable to such Series of Notes, in each case as hereinbefore approved. If the Bond Pool Structure is implemented, each Series of Notes shall be sold to the Authority in accordance with the terms of the Note Purchase Agreement applicable to such Series of Notes, in each case as hereinbefore approved.

Section 17. Subordination. (a) Anything in this Resolution to the contrary notwithstanding, the indebtedness evidenced by each Series of Subordinate Notes shall be subordinated and junior in right of payment, to the extent and in the manner hereinafter set forth, to all principal of, premium, if any, and interest on each Series of Senior Notes and any refinancings, refundings, deferrals, renewals, modifications or extensions thereof.

In the event of (1) any insolvency, bankruptcy, receivership, liquidation, reorganization, readjustment, composition or other similar proceeding relating to the District or its property, (2) any proceeding for the liquidation, dissolution or other winding-up of the District, voluntary or involuntary, and whether or not involving insolvency or bankruptcy proceedings, (3) any assignment for the benefit of creditors, or (4) any distribution, division, marshalling or application of any of the properties or assets of the District or the proceeds thereof to creditors, voluntary or involuntary, and whether or not involving legal proceedings, then and in any such event, payment shall be made to the parties and in the priority set forth in Section 8(F) hereof, and each party of a higher priority shall first be paid in full before any payment or distribution of any character, whether in cash, securities or other property shall be made in respect of any party of a lower priority.

The subordination provisions of this Section have been entered into for the benefit of the holders of the Series of Senior Notes and any Credit Provider(s) that issues a Credit Instrument with respect to such Series of Senior Notes and, notwithstanding any provision of this

Resolution, may not be supplemented, amended or otherwise modified without the written consent of all such holders and Credit Provider(s).

Notwithstanding any other provision of this Resolution, the terms of this Section shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any Series of Senior Notes is rescinded, annulled or must otherwise be returned by any holder of Series of Senior Notes or such holder's representative, upon the insolvency, bankruptcy or reorganization of the District or otherwise, all as though such payment has not been made.

In no event may any holder of all or any part of the Series of Subordinate Notes, or the corresponding Credit Provider(s), exercise any right or remedy available to it on account of any Event of Default on the Series of Subordinate Notes, (1) at any time at which payments with respect thereto may not be made by the District on account of the terms of this Section, or (2) prior to the expiration of forty-five (45) days after the holders of the Series of Subordinate Notes, or the corresponding Credit Provider(s), shall have given notice to the District and to the holders of the Series of Senior Notes and the corresponding Credit Provider(s), of their intention to take such action.

The terms of this Section, the subordination effected hereby and the rights of the holders of the Series of Senior Notes shall not be affected by (a) any amendment of or addition or supplement to any Series of Senior Notes or any instrument or agreement relating thereto, including without limitation, this Resolution, (b) any exercise or non-exercise of any right, power or remedy under or in respect of any Series of Senior Notes or any instrument or agreement relating thereto, or (c) any waiver, consent, release, indulgence, extension, renewal, modification, delay or other action, inaction or omission, in respect of any Series of Senior Notes or any instrument or agreement relating thereto or any security therefor or guaranty thereof, whether or not any holder of any Series of Subordinate Notes shall have had notice or knowledge of any of the foregoing.

In the event that a Series of Additional Subordinate Notes is further subordinated in the applicable Pricing Confirmation, at the time of issuance thereof, to all previously issued Series of Subordinate Notes of the District, the provisions of this Section 17 relating to Series of Senior Notes shall be applicable to such previously issued Series of Subordinate Notes and the provisions of this Section 17 relating to Series of Subordinate Notes shall be applicable to such Series of Additional Subordinate Notes.

Section 18. Continuing Disclosure Undertaking. The provisions of this Section 18 shall be applicable only if the Certificate Structure is implemented.

(A) The District covenants, for the sole benefit of the owners of each Series of Certificates which evidence and represent the applicable Series of Notes (and, to the extent specified in this Section 18, the beneficial owners thereof), that the District shall provide in a timely manner, through the Trustee acting as dissemination agent (the "Dissemination Agent") to the Municipal Securities Rulemaking Board, notice of any of the following events with respect to an outstanding Series of Notes of the District, if material (each a "Listed Event"): (1) principal and interest payment delinquencies on such Series of Notes and the related Series of Certificates; (2) non-payment related defaults; (3) modifications to rights of owners and beneficial owners of

the Series of Certificates which evidence and represent such Series of Notes; (4) optional, contingent or unscheduled bond calls; (5) defeasances; (6) rating changes; (7) adverse tax opinions or events affecting the tax-exempt status of such Series of Notes and the related Series of Certificates; (8) unscheduled draws on debt service reserves reflecting financial difficulties; (9) unscheduled draws on the credit enhancement reflecting financial difficulties; (10) substitution of credit or liquidity providers, or their failure to perform; and (11) release, substitution or sale of property securing repayment of such Series of Notes.

Whenever the District obtains knowledge of the occurrence of a Listed Event, the District shall as soon as possible determine if such event would be material under applicable federal securities laws. The Authority and the Dissemination Agent shall have no responsibility for such determination and shall be entitled to conclusively rely upon the District's determination.

If the District determines that knowledge of the occurrence of a Listed Event would be material under applicable federal securities laws, the District shall promptly provide the Authority and the Dissemination Agent with a notice of such occurrence which the Dissemination Agent agrees to file with the Municipal Securities Rulemaking Board.

All documents provided to the Municipal Securities Rulemaking Board shall be provided in an electronic format, as prescribed by the Municipal Securities Rulemaking Board, and shall be accompanied by identifying information, as prescribed by the Municipal Securities Rulemaking Board.

- (B) In the event of a failure of the District to comply with any provision of this section, any owner or beneficial owner of the related Series of Certificates may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this section. A default under this section shall not be deemed an Event of Default under Section 14 hereof, and the sole remedy under this section in the event of any failure of the District to comply with this section shall be an action to compel performance.
- (C) For the purposes of this section, a "beneficial owner" shall mean any person which has the power, directly or indirectly, to make investment decisions concerning ownership of any Certificates of the Series which evidences and represents such Series of Notes (including persons holding Certificates through nominees, depositories or other intermediaries and any Credit Provider as a subrogee).
- (D) The District's obligations under this section shall terminate upon the legal defeasance, prior redemption or payment in full of its Note. If such termination occurs prior to the final maturity of the related Series of Certificates, the District shall give notice of such termination in the same manner as for a Listed Event under subsection (A) of this section.
- (E) The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the District pursuant to this section. In no event shall the Dissemination Agent be responsible for preparing any notice or report or for filing any notice or report which it has not received in a timely manner and in a format suitable for reporting. Nothing in this section shall be deemed to prevent the District from disseminating any other

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information, using the means of dissemination set forth in this section or any other means of communication, or including any other notice of occurrence of a Listed Event, in addition to that which is required by this section. If the District chooses to include any information in any notice of occurrence of a Listed Event in addition to that which is specifically required by this section, the District shall have no obligation under this section to update such information or include it in any future notice of occurrence of a Listed Event.

- (F) Notwithstanding any other provision of this Resolution, the District with the consent of the Dissemination Agent and notice to the Authority may amend this section, and any provision of this section may be waived, provided that the following conditions are satisfied:
 - (1) If the amendment or waiver relates to the provisions of subsection (A) of this section, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the applicable Series of Notes and the related Series of Certificates, or the type of business conducted;
 - (2) The undertaking, as amended or taking into account such waiver, would in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the applicable Series of Notes and the related Series of Certificates, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and
 - (3) The amendment or waiver either (i) is approved by the owners or beneficial owners of the Certificates of the Series which evidences and represents the applicable Series of Notes in the same manner as provided in the Trust Agreement for amendments to the Trust Agreement with the consent of owners or beneficial owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the owners or beneficial owners of the related Certificates. In the event of any amendment or waiver of a provision of this section, notice of such change shall be given in the same manner as for an event listed under subsection (A) of this section, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver; provided, however, the District shall be responsible for preparing such narrative explanation.
- (G) The Dissemination Agent shall have only such duties as are specifically set forth in this section. The Dissemination Agent shall not be liable for the exercise of any of its rights hereunder or for the performance of any of its obligations hereunder or for anything whatsoever hereunder, except only for its own willful misconduct or gross negligence. Absent gross negligence or willful misconduct, the Dissemination Agent shall not be liable for an error of judgment. No provision hereof shall require the Dissemination Agent to expend or risk its own funds or otherwise incur any financial or other liability or risk in the performance of any of its obligations hereunder, or in the exercise of any of its rights hereunder, if such funds or adequate indemnity against such risk or liability is not reasonably assured to it. The District hereby agrees to compensate the Dissemination Agent for its reasonable fees in connection with its services hereunder, but only from the District's share of the costs of issuance deposited in the Costs of Issuance Fund held and invested by the Trustee under the Trust Agreement.

- (H) This section shall inure solely to the benefit of the District, the Dissemination Agent, the Underwriter, any Credit Provider and owners and beneficial owners from time to time of the Certificates, and shall create no rights in any other person or entity.
- Section 19. Approval of Actions. The aforementioned officers of the County or the District, as applicable, are hereby authorized and directed to execute each Series of Notes and to cause the Trustee to authenticate and accept delivery of each Series of Notes pursuant to the terms and conditions of the applicable Certificate Purchase Agreement and Trust Agreement or the applicable Note Purchase Agreement and the Indenture, as applicable. All actions heretofore taken by the officers and agents of the County, the District or this Board with respect to the sale and issuance of the Notes and participation in the Program are hereby approved, confirmed and ratified and the officers and agents of the County and the officers of the District are hereby authorized and directed, for and in the name and on behalf of the District, to do any and all things and take any and all actions and execute any and all certificates, requisitions, agreements, notices, consents, and other documents, including tax certificates, letters of representations to the securities depository, investment contracts (or side letters or agreements thereto), other or additional municipal insurance policies or credit enhancements or credit agreements or insurance commitment letters, if any, and closing certificates, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of each Series of Notes, execution or issuance and delivery of the corresponding Series of Certificates or Series of Pool Bonds, as applicable, and investment of the proceeds thereof, in accordance with, and related transactions contemplated by, this Resolution. The officers of the District referred to above in Section 4 hereof, and the officers of the County referred to above in Section 9 hereof, are hereby designated as "Authorized District Representatives" under the Trust Agreement or the Indenture, as applicable.

In the event that any Series of Notes or a portion thereof is secured by a Credit Instrument, the Authorized Officer is hereby authorized and directed to provide the applicable Credit Provider with any and all information relating to the District as such Credit Provider may reasonably request.

Section 20. Proceedings Constitute Contract. The provisions of each Series of Notes and of this Resolution shall constitute a contract between the District and the registered owner of such Series of Notes, the registered owners of the Series of Certificates or Bonds to which such Series of Notes is assigned, and the corresponding Credit Provider(s), if any, and such provisions shall be enforceable by mandamus or any other appropriate suit, action or proceeding at law or in equity in any court of competent jurisdiction, and shall be irrepealable.

Section 21. Limited Liability. Notwithstanding anything to the contrary contained herein or in any Series of Notes or in any other document mentioned herein or related to any Series of Notes or to any Series of Certificates or Series of Pool Bonds to which such Series of Notes may be assigned, the District shall not have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby except to the extent payable from moneys available therefor as set forth in Section 8 hereof, and the County is not liable for payment of any Note or any other obligation of the District hereunder.

- Section 22. Severability. In the event any provision of this Resolution shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- Section 23. Submittal of Resolution to County. The Secretary or Clerk of the Board of the District is hereby directed to submit one certified copy each of this Resolution to the Clerk of the Board of Supervisors of the County, to the Treasurer of the County and to the County Superintendent of Schools.

EXHIBIT A E

	FORM OF NOT
R-1	

DISTRICT/_	BOARD OF EDUCATION	
COUNTY OF	, CALIFORNIA	
2010-2011 [SUBORDINATE]* TAX ANI	D REVENUE ANTICIPATION NOTE, SERIES	

\$

Date of Original Issue

REGISTERED OWNER: U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE SERIES PRINCIPAL AMOUNT: _____ DOLLARS

Interest Rate		Maturity Date		
	%		, 2011	
First Repayment Period	Second Repayment Period	Third Repayment Period	Fourth Repayment Period	Fifth Repayment Period
% of the total of [principal] [interest] [principal and interest] due at maturity	% of the total of [principal] [interest] [principal and interest] due at maturity	_% of the total of [principal] [interest] [principal and interest] due at maturity	% of the total of [principal] [interest] [principal and interest] due at maturity	100% of the total of principal and interest due at maturity

FOR VALUE RECEIVED, the District/Board of Education designated above (the "District"), located in the County designated above (the "County"), acknowledges itself indebted to and promises to pay on the maturity date specified above to the registered owner identified above, or registered assigns, the principal amount specified above, together with interest thereon from the date hereof until the principal amount shall have been paid, payable [on 1, 2011 and] on the maturity date specified above in lawful money of the United States of America. at the rate of interest specified above (the "Note Rate"). Principal of and interest on this Note are payable in such coin or currency of the United States as at the time of payment is legal tender for payment of private and public debts, such principal and interest to be paid upon surrender hereof at the principal corporate trust office of U.S. Bank National Association in Los Angeles, California, or its successor in trust (the "Trustee"). Interest shall be calculated on the basis of a 360-day year, consisting of twelve 30-day months, in like lawful money from the date hereof until the maturity date specified above and, if funds are not provided for payment at the maturity, thereafter on the basis of a 360-day year for actual days elapsed until payment in full of said principal sum. Both the principal of and interest on this Note shall be payable only to the registered owner hereof upon surrender of this Note as the same shall fall due; provided, however, no interest shall be payable for any period after maturity during which the holder hereof fails to properly present this Note for payment. If the District fails to pay interest on this Note on any interest payment date or to pay the principal of or interest on this Note on the

^{*} To bear this designation if this Note is a Series of Subordinate Notes.

^{**} Length and number of Repayment Periods and percentages and amount of principal of Note shall be determined in Pricing Confirmation (as defined in the Resolution).

maturity date or the [Credit Provider(s)] (as defined in the Resolution hereinafter described), if any, is not reimbursed in full for the amount drawn on or paid pursuant to the [Credit Instrument(s)] (as defined in the Resolution) to pay all or a portion of the principal of and interest on this Note on the date of such payment, this Note shall become a Defaulted Note (as defined and with the consequences set forth in the Resolution).

[It is hereby certified, recited and declared that this Note (the "Note") represents an authorized issue of the Note in the aggregate principal amount authorized, executed and delivered pursuant to and by authority of a resolution of the governing board of the District duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (the "Resolution"), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees. Pursuant to and as more particularly provided in the Resolution, additional notes may be issued by the District secured by a lien on a parity with the lien securing this Note.]*

[It is hereby certified, recited and declared that this Note (the "Note") represents an authorized issue of the Note in the aggregate principal amount authorized, executed and delivered pursuant to and by authority of certain resolutions of the governing boards of the District and the County duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (collectively, the "Resolution"), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees. Pursuant to and as more particularly provided in the Resolution, additional notes may be issued by the District secured by a lien on a parity with the lien securing this Note.]**

The term "Unrestricted Revenues" means the taxes, income, revenue, cash receipts and other moneys provided for Fiscal Year 2010-2011 which will be received by or will accrue to the District during such fiscal year for the general fund [and capital fund and/or special revenue fund] of the District and which are lawfully available for the payment of current expenses and other obligations of the District. As security for the payment of the principal of and interest on the Note, subject to the payment priority provisions contained in the Resolution, the District has pledged the first Unrestricted Revenues of the District received in the Repayment Periods set forth on the face hereof in an amount equal to the corresponding percentages of principal of, and [in the final Repayment Period,] interest due on, the Note at maturity set forth on the face hereof (such pledged amounts being hereinafter called the "Pledged Revenues"). As provided in Section 53856 of the California Government Code, subject to the payment priority provisions contained in the Resolution, the Note and the interest thereon shall be a first lien and charge against, and shall be payable from the first moneys received by the District from, the Pledged Revenues. As provided in Section 53857 of the California Government Code, notwithstanding the provisions of Section 53856 of the California Government Code and the foregoing, the Note shall be a general obligation of the District and, in the event that on [the tenth business day of each such Repayment Period], the District has not received sufficient Unrestricted Revenues to permit the deposit into the payment account established for the Note of the full amount of Pledged

^{*} This paragraph is applicable only if the Note is issued by the District.

This paragraph is applicable only if the Note is issued by the County.

Revenues to be deposited therein from said Unrestricted Revenues in such Repayment Period as provided in the Resolution, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the payment of the principal of the Note and the interest thereon, as and when such other moneys are received or are otherwise legally available, as set forth in the Resolution and subject to the payment priority provisions contained therein. The full faith and credit of the District is not pledged to the payment of the principal of or interest on this Note. The County is not liable for payment of this Note.

This Note is transferable, as provided by the Resolution, only upon the books of the District kept at the office of the Trustee, by the registered owner hereof in person or by its duly authorized attorney, upon surrender of this Note for transfer at the office of the Trustee, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Trustee duly executed by the registered owner hereof or its duly authorized attorney, and upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, a fully registered Note will be issued to the designated transferee or transferees.

The [County, the]* District and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and [the County,]* the District and the Trustee shall not be affected by any notice to the contrary.

This Note shall not be valid or become obligatory for any purpose until the Certificate of Authentication and Registration hereon shall have been signed by the Trustee.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of California and that the amount of this Note, together with all other indebtedness of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

[IN WITNESS WHEREOF, the Board of Supervisors of the County has caused this Note to be executed by the manual or facsimile signature of a duly authorized officer of the County and countersigned by the manual or facsimile signature of its duly authorized officer and caused its official seal to be affixed hereto either manually or by facsimile impression hereon as of the date of authentication set forth below.]*

OHS West:260781277.5

^{*} Applicable only if the Note is issued by the County.

[IN WITNESS WHEREOF, the governing board of the District has caused this Note to be executed by the manual or facsimile signature of a duly authorized officer of the District and countersigned by the manual or facsimile signature of its duly authorized officer as of the date of authentication set forth below.]**

	[COUNTY OF [DISTRICT/	
	BOARD OF EDUCATION]**	
	Ву	
	Title:	
[(SEAL)]		
Countersigned		
By		
Title:		

^{**} This paragraph is applicable only if the Note is issued by the District.

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Note is the Note mentioned in the within-mentioned Resolution authenticated on the following date:

U.S. BANK NATIONAL ASSOCIATION, as Trustee

BY		
	AUTHORIZED OFFICER	

ASSIGNMENT

For V	Value Received, the undersigned,			, hereby	
sells, assigns and transfers unto			(Tax Identification or		
Social Secur	ity No	the within No	ote and all	rights thereunder, and	
hereby irrevo	ocably constitutes and appoints			attorney to transfer the	
within Note premises.	on the books kept for registration	thereof, with	full power	of substitution in the	
Dated:		,			
NOTICE:	The signature to this assignment				
	correspond with the name as it a upon the face of the within Note				
	particular, without alteration or	• . • . ,			
	enlargement or any change what	ever.			
Signature Gu	aranteed:				
NOTICE:	Signature(s) must be guaranteed	by an			
	eligible guarantor institution.				

SECRETARY'S CERTIFICATE I, , Secretary of the Governing Board of the [Insert name of District | District | [Insert name of County if District is an Office of Education] Board of Education, hereby certify as follows: The foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Governing Board of the District/Board of Education duly and regularly held at the regular meeting place thereof on the __ day of _____, 2010, of which meeting all of the members of said Governing Board had due notice and at which a majority thereof were present; and at said meeting said resolution was adopted by the following vote: AYES: NOES: ABSENT: ABSTAIN: An agenda of said meeting was posted at least 72 hours before said meeting at _, ____, California, a location freely accessible to members of the public, and a brief general description of said resolution appeared on said agenda. I have carefully compared the same with the original minutes of said meeting on file and of record in my office; the foregoing resolution is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect. The Maximum Amount of Borrowing specified in the foregoing resolution is Dated: ________, 2010 Secretary of the Governing Board of the [Insert Name of District] District/ [Insert name of County if District is an Office of

Education Board of Education

OHS West:260781277.5

Independent Contractor Agreement between the Anaheim Union High School District and the Anaheim Family YMCA

This agreement, made and entered into this 29th day of April 2010, by and between the Anaheim Union High School District, hereinafter referred to as "District," and Anaheim Family YMCA, hereinafter referred to as "YMCA", as follows:

Whereas, the District has been awarded a California Department of Education After School Education and Safety Program direct grant in the amount of \$746,550 for the fiscal year July 1, 2009 through June 30, 2010.

Whereas, the District wishes to subcontract with the YMCA to provide the program administration, staffing, equipment, materials, training, data collection, and evaluation for the program at Ball, Brookhurst, Dale, Orangeview, South and Sycamore junior high school sites in the District according to the plan approved by the California Department of Education:

It is hereby agreed as follows:

- 1. The YMCA agrees to provide the required administration, staff and materials to operate the program and to abide by all mandated California Department of Education requirements and District and YMCA Board policy, including but not limited to, fingerprinting all program staff and the recording of all student attendance in the manner prescribed by the State.
- The YMCA further agrees to complete all reports required by the State according to the prescribed schedule. The YMCA will submit a copy of these reports to the District.
- 3. The YMCA agrees to allow access to all program records as necessary so that District auditors may comply with state audit guidelines.
- 4. The District agrees to provide adequate space and other resources for the program to operate as per agreed upon standards.
- 5. Payment from the District to the YMCA will follow the payment schedule of the State to the District. Upon receipt of grant funds and an invoice from the YMCA, the District will forward to the YMCA the amount received. The anticipated payment schedule is as follows:

1

- ▶ 65% of total grant award to be received between June and July
- 25% of total grant award to be received between February and March
- > 10% of total grant award to be received upon final reconciliation of the annual grant

In the event of a delay of funds from the State, the YMCA and the District will negotiate an adjusted payment schedule to ensure the uninterrupted continuation of the program.

- 6. The YMCA must expend all funds received according to the budgets approved by the California Department of Education. Any budget changes must be approved by the CDE before funds can be reallocated and spent.
- 7. The maximum funding for 2009-2010 shall be \$746,550 plus any carryover.

In witness whereof, duly authorized representatives of the parties have signed in confirmation of this agreement.

Independent Contractor		School District		
By: Pres	ident and CEO	By: Superintendent		
Name: Address:	Paul Andresen Anaheim Family YMCA 240 S. Euclid Anaheim, CA 92802	Date:		
Date:	1(29/12			
Phone: (71	(4)635-9622 95-1709299			



Memorandum

Date:

April 29, 2010

To:

AUHSD Board of Trustees

From:

Dr. Susan Stocks, Director, Special Programs

Subject:

Title I Schoolwide Program Status, Magnolia High School

During 2009-10, Magnolia High School surveyed parents and staff regarding school climate, curriculum, and instruction to determine if Magnolia High School should apply to become a Title I Schoolwide Program. The survey results substantiated the need to implement a comprehensive schoolwide plan, which allows the fiscal flexibility to upgrade services for all students. Currently, the Magnolia High School Title I program services are restricted to students who qualify for Title I targeted assistance. Magnolia High School staff and community stakeholders spent the majority of 2009-10, completing six of the seven required steps for implementing a Title I Schoolwide Program. Evidence to support the completion of each of these steps has been placed in a notebook, and documentation has been submitted to the Special Programs Office. The notebook is available for review upon request. The steps are listed below:

- The school district informs the school that it meets the criteria to operate a Title I Schoolwide Program.
 - At least 40 percent of the students come from socioeconomically disadvantaged families.
 - The Special Programs Office sends out a form letter to inform the school of eligibility to become a Title I Schoolwide Program.
- 2. The school (i.e., staff and parents) makes the decision to become a Title I Schoolwide Program.
 - The school takes the letter to the School Site Council for discussion and approval.
- 3. The school establishes a school planning team comprised of representatives from all stakeholder groups: the principal, teachers, school site council, parents, community members, students, and other staff who will carry out the Title I Schoolwide Plan, reflected in the school's Single Plan for Student Achievement.
 - The School Site Council may serve as the school's planning team.
- 4. The school planning team, in consultation with the district, selects a technical assistance provider. The technical assistance provider may be an expert from the district office, the county office of education, an external provider, or a representative from higher education.
 - Magnolia High School's technical assistance expert is the Anaheim Union High School District's Director of Special Programs.

- 5. The school planning team begins the process by conducting a comprehensive needs assessment.
 - School completes:
 - Academic Program Survey
 - Analysis of the Instructional Program in the Single Plan for Student Achievement
 - Parent Surveys
 - School provides evidence of all stakeholders being involved in the comprehensive needs assessment process.
- 6. The school planning team develops a comprehensive Title I Schoolwide Program plan based on the results of the comprehensive needs assessment. The plan is developed with the involvement and support of all stakeholder groups. The plan contains all the required components of a Title I Schoolwide Program.
 - The Title I Schoolwide Plan is constructed from the results of the comprehensive needs assessment.
- 7. The local governing board reviews and approves the Title I Schoolwide Plan. The date of local board approval is the start date for the Title I Schoolwide Program.

The district sends the three-page form entitled "Request for Authorization of Schoolwide Program," including appropriate signatures, to the California Department of Education.

The following excerpt, from The School Administrator's Guide to Title I (LRP Publications, Vol. 4, Iss. 2, July 2006, p. 4-325-4-326), gives a brief but clear overview of the vision, purpose, and structure of Title I Schoolwide Programs.

An Overview of Title I Schoolwide Programs

A Title I Schoolwide Program is a comprehensive reform strategy designed to upgrade the entire educational program in a Title I school; its primary goal is to ensure that all students, particularly those who are low-achieving, demonstrate proficient and advanced levels of achievement on State academic achievement standards. This schoolwide reform strategy requires that a school:

- Conduct a comprehensive needs assessment;
- Identify and commit to specific goals and strategies that address those needs;
- Create a comprehensive plan; and,
- Conduct an annual review of the effectiveness of the schoolwide program and revise the plan as necessary.

Adopting this strategy should result in an ongoing, comprehensive plan for school improvement that is owned by the entire school community, and tailored to its unique needs.

Whereas Title I Targeted Assistance Programs only provide educational services to identified individual students, Title I Schoolwide Programs allow staff in schools with high concentrations of students from low-income families, to redesign their entire educational program to serve all students. The emphasis in Title I Schoolwide Program schools is on serving all students, improving all structures that support student learning, and combining all resources, as allowed, to achieve a common goal. Title I Schoolwide Programs maximize the impact of Title I.

A growing body of evidence shows that it is possible to create schools where all students achieve high standards, even when most students in the school are poor or disadvantaged. These schools share common characteristics, including:

- A clear focus;
- · High expectations for students and staff;
- An environment focused on learning;
- Strong leadership;
- Curriculum, instruction, and assessments aligned with standards;
- · High-quality professional development;
- A collaborative spirit and collaborative structures;
- Meaningful parental involvement; and,
- A commitment to continuous review and improvement.

These characteristics are most likely to produce effective schools when they are integrated together into a schoolwide framework. The Title I Schoolwide process supports the creation of high-performing schools, by encouraging schools to make significant, even radical, changes in how they do business, and providing them with a comprehensive process for doing so. Developing and implementing a high-quality Title I Schoolwide Program is a systemic and effective strategy, for increasing the academic achievement of all students.

The schoolwide authority also reflects the following fundamental principles of Title I, as amended by the NCLB:

- Accountability for results. In a Title I Schoolwide Program, accountability for results is shared throughout the school. All students are expected to meet the State's challenging standards, and students who experience difficulty mastering those standards are provided timely, effective, additional assistance. Teachers use information about student performance and share ways that instruction can be improved to meet a wide range of student needs. The school keeps parents informed of the achievement of individual students, and of the progress of the school in meeting its goals.
- Research-based practices. Title I Schoolwide Programs operate according to a plan that contains proven, research-based strategies designed to facilitate schoolwide reform and improvement. Professional development activities are based on practices proven to be successful in helping teachers improve the quality of their instruction.
- School and community engagement. Staff in Title I Schoolwide Programs engage parents and the community in their work as planners, participants, and decision makers in the operation of the school. This collaboration is based on a shared vision of the school's values and overall mission. These partnerships strengthen the school's ability to meet the needs of all students and improve the school.

ARTICLE 8: LEAVES

A leave of absence is an authorization for a unit member to be absent from duty generally for a specific period of time and for an approved purpose.

Upon expiration of a leave of absence, unit members shall be returned to the same school from which the leave was taken. Such unit members will not be guaranteed the same teaching assignment. Thereafter, returning unit members shall be subject to Article 9, Transfer.

A condition of each leave of absence is that the credential or permit held at the time the leave was granted, properly authorizing the service, must be maintained in full force by the unit member.

Part-time regular unit members shall be entitled to leaves of absence from their part-time assignments.

8.1 Personal Leaves of Absence Without Pay

Unit members may, upon request, be granted up to one (1) year of absence without pay for the following reasons:

- 8.1.1 Health
- 8.1.2 Maternity, paternity and adoption
- 8.1.3 Activities which contribute to professional development in education, which may include formal study, travel or exchange teaching.
- 8.1.4 Child care
- 8.1.5 Compelling family matters / personal necessity

Leaves shall have the prior approval of the principal. All such unpaid leaves may be, upon request, extended for one (1) additional complete semester or school year. With the exception of leaves of absence granted by state for federal law, leaves shall be limited to a maximum of two (2) years within a five (5) year period of time. Requests for leaves of absence under this provision shall not be arbitrarily or capriciously denied.

With the exception of maternity leave, sick leave, bereavement, industrial accident/illness, leaves of absence shall be limited to permanent unit members.

8.2 Application for Leave

8.2.1 Leaves Other Than Sabbatical

A unit member who is eligible for an unpaid leave of absence must make application for such leave on the District form provided. Requests for such leaves to begin in September must be filed in the Human Resources Office prior to the preceding February 15. Requests for leaves to begin in January must be received on or before the preceding November 15. At the discretion of the Director, Human Resources the afore mentioned time deadline may be waived.

8.3 Notification of Return or Request for Extension

The following procedures shall be adhered to relative to returns from leaves of absence and/or requests for extensions of leaves:

8.3.1 District Notification

On or before February 1 (October 15 for first semester leaves) of the semester nearest and preceding the expiration of the leave of absence, the District shall notify the unit member who is on a leave of absence that his/her position is being held pending notification of request for extension of leave or notification of intention to return from leave. Such notification shall be sent by U.S. mail to the unit member's last known address.

8.3.2 <u>Unit Member Response</u>

On or before March 1 (November 15 for first semester leaves) the unit member shall respond to the District notification by indicating either a request for an extension of leave or the unit member's intention to return from leave. In the event that the unit member fails to respond to the District notification, it is understood that the District may proceed to fill the unit member's position.

8.3.3 Return Before Expiration

A unit member who wishes to return from leave prior to the agreed upon expiration of the leave shall be entitled to fill the next available vacancy for which the unit member is certified and qualified.

At the end of the school year, the unit member will be subject to other terms and conditions of the contract as though assigned to that school for the entire year.

8.4 <u>Salary Advancement During Leave</u>

A unit member granted a leave of absence, other than sabbatical leave, military leave, or Peace Corps leave, shall not be advanced on the salary schedule unless s/he has completed the school year according to law. A unit member granted a sabbatical, military, or Peace Corps leave shall be eligible for advancement on the salary schedule.

8.5 Tragedy Personal Necessity Leave

A long term ninety (90) day personal necessity leave of absence may be provided to a unit member who experiences a serious tragedy within his/her immediate family. For purposes of this section, "immediate family" shall be defined to include parent, sibling,

spouse or dependent child. A unit member's compensation during such leave shall be equivalent to the unit member's regular salary and fringe benefits minus the amount necessary to pay a substitute employed to replace the unit member while on leave.

8.6 Maternity Leave

Upon request, pregnant unit members shall be granted maternity leave. Said leave shall be unpaid unless unit members have accumulated sick leave (under 8.11.1) which may be utilized. Maternity leave will be provided in accordance with existing law.

8.7 Industrial Accident and Industrial Illness Leave

- 8.7.1 Leaves resulting from an industrial accident or industrial illness shall be granted in accordance with the provisions of Education Code Sections 44043 and 44984 and this rule.
- 8.7.2 A unit member who is absent from duty because of an illness or injury defined as an industrial accident or industrial illness under provisions of the Workers' Compensation Insurance Law, shall be granted paid industrial accident leave for each such accident or illness while receiving temporary disability benefits from Workers' Compensation provided that:
 - 8.7.2.1 The employee has probationary or permanent status.
 - 8.7.2.2 The Superintendent/designee has determined that the illness or injury was directly related to the performance of duties while in the employment of the Anaheim Union High School District.
- 8.7.3 A unit member absent from duty because of illness or injury resulting from an accident or condition incurred on duty, which qualifies under Workers' Compensation Insurance, shall be granted an occupational leave for each such accident provided that neither the number of days for one (1) leave nor the total number of days allowed in one (1) school year for more than one (1) such leave does not exceed a total of sixty (60) consecutive working days.
- 8.7.4 Industrial accident and industrial illness leave shall be granted from the first (1st) day of disability but shall not extend beyond the last day for which temporary disability indemnity is received. Only absences which are supported by a physician's certificate and have been verified in writing by the State Compensation Insurance Fund to be the result of a duty connected illness or injury can be paid under the occupational leave policy. Any absence that cannot be so verified shall be charged against the unit member's leave.
- 8.7.5 Should the unit member's absence, due to an occupational injury or illness, extend beyond sixty (60) consecutive working days, the unit member shall be

permitted to use accumulated sick leave until temporary disability payment ceases, until he returns to duty, or until illness credits have been used up, whichever is sooner.

- 8.7.6 During any period a unit member is receiving his regular salary from the District, s/he is required to endorse over to the District all temporary disability payments received in accordance with Section 44984 of the Education Code. Charges to the unit member's leave balances shall be as follows:
 - 8.7.6.1 Industrial accident and industrial illness leave shall be reduced by one (1) day for each day of authorized absence regardless of temporary disability payments paid.
 - 8.7.6.2 Sick leave and/or vacation leave shall be reduced only by that amount necessary to provide a full day's wage or salary when added to temporary disability benefits. Any unit member who is absent because of a work connected illness shall not be entitled to receive wages or salary from the District which, when added to temporary disability benefits, will exceed his full salary during the period of his absence. (See Section 44043 of the Education Code.)
- 8.7.7 A unit member, while receiving industrial accident or industrial illness leave benefits, must remain within the State of California unless the Board of Trustees authorizes travel outside the State.
- 8.7.8 While a unit member is on any paid leave resulting from an industrial accident or industrial illness, the unit member's salary paid by the District shall not, when added to a normal temporary disability allowance award without penalties granted the unit member under State Workers' Compensation Insurance Laws, exceed the unit member's regular salary.

Final allowance for permanent industrial disability settlements shall not be subject to remittance to the District under this rule.

8.8 Personal Necessity Leave of Absence

<u>During the 2010-2011 and 2011-2012 school years</u>, <u>Uunit members may use up to seven</u> (7) ten (10) days of accumulated sick leave without stating a reason for personal necessity provided the number of personal necessity days does not exceed the number of days of unused sick leave.

Permissible personal necessity use

8.8.1 Personal necessity may be used without prior approval for the reasons listed below. However, the unit member shall make every reasonable effort to comply with District procedures designed to secure substitutes and s/he shall notify the immediate supervisor prior to the absence.

- 8.8.1.1 Accident or serious illness involving his/her personal property or person or property of his/her immediate family.
- 8.8.1.2 Court appearance as a litigant or as a witness under order.
- 8.8.1.3 Religious observances
- 8.8.1.4 Wedding and graduations for immediate family members. Immediate family for this section shall mean parent, sibling, spouse, or child.
- 8.8.1.5 Personal necessity may be used for circumstances that meet all of the following criteria: Are of a serious nature, and which the unit member cannot be expected to disregard, and which necessitate the immediate attention of the unit member, and which cannot be accommodated during off-duty hours.
- 8.8.2 Such leave shall not be used for seeking or engaging in other employment, for vacation, or other recreational activities or for other activities which do not fit the criteria listed above.
- 8.8.3 Personal necessity leave shall not be used in whole, or in part, for any strike, work stoppage, work slowdown or concerted activity of any kind.
- 8.8.4 A unit member shall be allowed to use two (2) days of personal necessity leave which will not be charged against his/her accumulated sick leave. (This section will be suspended for the 2009-10 and 2010-11 school years.)

8.9 Verification of Personal Necessity Leave

The District may require satisfactory proof of the nature, extent, and duration of the personal necessity leave if it believes a unit member to be abusing the use of personal necessity leave. In the event that an investigation results in proof that abuse has taken place, the unit member may be subject to loss of pay for the day(s) of the proven abuse and/or other appropriate action.

8.10 Sabbatical Leave

A sabbatical leave of absence may be granted to any unit member only to the extent that the same will benefit the schools and pupil thereof, for not less than one (1) semester nor more than one (1) school year under the following conditions:

8.10.1 The applicant must have served at least seven (7) consecutive years in the District preceding the granting of the leave, and no more than one such leave of absence shall be granted to a unit member in each seven (7) years of employment. Other leaves of absence, while not counted as a "year of service," do not constitute a break in consecutive years of service.

- 8.10.2 A leave may be granted for the following reasons:
 - 8.10.2.1 <u>Formal Study</u> Complete a minimum of eight (8) semester hours each semester in an accredited institution of higher learning. Courses must relate to present or future service in the District.
 - 8.10.2.2 <u>Travel</u> Engage in foreign or domestic travel during each semester.
 - 8.10.2.3 <u>Study and Travel</u> A one (1) year leave may be divided between study and travel in accordance with above regulations.
 - 8.10.2.4 <u>Independent Study</u> Provided that the applicant presents a "plan of work" for independent study and a report relative to the accomplishment of such "plan of work" at the conclusion, sabbaticals may be granted for independent study.
- 8.10.3 Compensation while on sabbatical leave shall be fifty percent (50%) of the salary the unit member would have received had s/he remained in active service. At the expiration of the leave, the unit member shall be assigned to the same school or District Office location in which service was rendered at the time of making application for leave, subject to Article 9.
- 8.10.4 A "sabbatical leave committee" composed of certificated employees of the District, shall be appointed by the Superintendent. At least fifty percent (50%) of the members of this committee shall be selected by the Superintendent from a list of unit members submitted to the Superintendent by the Association. The purposes of this group shall be to administer the sabbatical leave article and to submit to the Superintendent a prioritized list of unit members being recommended for sabbatical leave. It is understood that actions of this committee are subject to the approval of the Superintendent.
- 8.10.5 The total number of sabbatical leaves granted during any school year shall not exceed one percent (1%) of the total number of unit members employed by the District.
- 8.10.6 The applicant must provide a surety bond.
- 8.10.7 The applicant shall agree to serve twice the period of the leave following return to the District.

8.10.8 Return From Leave

The unit member shall, within ninety (90) days following return to active service in the District, submit a comprehensive report to the sabbatical leave committee certifying the successful fulfillment of the terms and conditions under which the leave was granted. This comprehensive report shall include:

- 8.10.8.1 Formal Study Leave An official transcript showing courses completed and/or degree earned and a copy of all pertinent materials developed during the leave.
- 8.10.8.2 Travel Leave A written report including a complete travel itinerary and a complete file of all pertinent materials collected and/or developed during the leave.
- 8.10.8.3 A recommendation for use within the District of all of the materials collected or developed.

If a vacant position exists in which the unit member is certified and qualified, unit members returning from sabbatical leave shall be placed in an assignment which corresponds to the purpose of the sabbatical leave, subject to other terms and conditions of the contract.

8.10.9 Failure to Return or Observe the Sabbatical Leave Plan

If a unit member fails to return or observe the sabbatical leave plan, the Board of Trustees may take action to enforce the sabbatical leave plan.

8.10.10 Sabbatical Leave Timeline

Should sabbatical leaves be offered, the following timeline will be in effect:

Notices will be sent to all unit members by mid-October.

Proposals will be due at the District no later than the first working day in December.

The Committee will meet to select unit members for sabbatical leave, for the following school year, by the last working day in December.

The Board will be asked to approve selected sabbatical leave requests at a regularly scheduled meeting during the month of January.

Approved applicants will be notified of the Board's action by the first working day in February.

8.11 Sick Leave, Personal Illness and Injury

8.11.1 Annual Sick Leave and Accumulation

A unit member who is absent due to personal illness and/or injury, including a disability caused or contributed to by pregnancy, shall be allowed full pay for the number of days absent provided that the number of days absent does not exceed the unit member's total accumulated days of sick leave. These accumulated days shall include the entitlement of sick leave days granted on

July 1 each year. Members of the bargaining unit employed five (5) days a week shall be entitled to ten (10) days leave of absence for illness or injury for a year of service. Members of the bargaining unit employed less than five (5) days a week for a year of service shall be entitled to that proportion of ten (10) days leave of absence for illness or injury as the number of days employment per week bears to five (5). Unused sick leave shall be accumulated from year-to-year.

To be eligible for sick leave absence with pay, the unit member shall be in a paid status and scheduled for work on the day(s) of absence.

If a unit member resigns, retires, or is terminated and has used more sick leave than was earned, the amount used but not earned shall be deducted from the final warrant of the unit member.

8.11.2 Procedures for Taking Sick Leave

Members of the bargaining unit must notify the District of the absence as soon as the necessity to be absent becomes known to the unit member but in no instance later than 6:30 a.m. of the day of the absence.

A unit member returning from absence must contact the school or site by 2:00 p.m. of the day preceding the day of intended return. If s/he is unable to make a determination before 2:00 p.m., the District must be notified not later than 6:30 a.m. the following day. In the event that the District has not been notified of the unit member's intention to return, and accordingly has employed a substitute teacher for the day, the District may require the returning unit member to be charged with one (1) additional day of absence.

Sub Caller Procedure:

Consult your "Employee's Quick Reference Guide" appended to this contract as Appendix D.

8.11.3 Half-Day Absences

A unit member who is absent for one-half (1/2) day or less shall have deducted one-half (1/2) day from the accumulated leave. If the absence exceeds one-half (1/2) day, a full day shall be deducted. If the absence is for one (1) period or less, there shall be no deduction from the accumulated sick leave.

8.11.4 <u>Verification of Absence</u>

The Board may require satisfactory proof of the nature, extent, and duration of the illness if it believes a unit member to be abusing the use of sick leave. In the event that an investigation results in proof that abuse has taken place, the unit member may be subject to loss of pay for the day(s) of the proven abuse and/or other appropriate action.

For absences of more than five (5) days, when there is a question as to the extent and duration of the disability, or the unit member's ability to return to work, the Board may require the unit member to submit to an examination by a physician selected by the unit member and the District. The selection must take place within forty-eight (48) hours after the District's request. In the event the time limit is not met, the District shall select the physician from among those physicians under consideration by the unit member and the District.

The District shall pay for the medical examination. The unit member will be given a copy of the physician's report. Such medical reports shall be submitted to the Director, Human Resources, who shall maintain the confidentiality of such reports.

8.12 Short-Term Personal Leaves Without Pay

An excused absence without pay for a unit member may be approved for five (5) days by the principal or administrative supervisor. Upon the recommendation of the principal or administrative supervisor, the superintendent or designee, may authorize an excused absence without pay for unit members up to ten (10) days.

8.13 Court Appearance

A unit member shall be granted, not to exceed three (3) days of absence with full pay because of necessary appearance in court (other than as a litigant) or in response to a subpoena duly served provided such subpoena is filed with the Board of Trustees or its delegated authority immediately upon its having been received by the unit member.

8.14 Jury Leave

The District agrees to grant to members of the bargaining unit regularly called for jury duty in the manner provided by law, leave of absence without loss of pay for time the unit member is required to perform jury duty during the unit member's regularly assigned working hours. Unit members, so called for jury duty, must notify the District of service date(s) upon receiving said notice from officers of the court. The District shall pay the unit member the difference, if any, between the unit member's regular rate of pay and the amount received for jury duty. Unit members who elect to contribute their fees to the county in which serving jury duty, must submit a copy of the receipt to payroll indicating that they donated their fee to the county. Monies granted by the court for meals, travel and parking will not be considered in computing the difference. Unit members are required to return to work during any day or portion thereof in which jury duty services are not required.

A unit member who receives a jury duty notice during the school year and requests a postponement of jury duty until the end of the school year in June and before the commencement of the next school year in August will receive the substitute daily rate for each day the unit member is on jury duty during the summer months. It is understood that there is no jury leave during summer school. In order to receive the regular daily substitute pay, the unit member shall file the required documentation with the District.

The District may require verification of jury duty days prior to or subsequent to providing jury duty compensation on a form provided by the District or the court.

8.15 Bereavement

The District agrees to grant necessary leave of absence with pay at the unit member's regular rate not to exceed three (3) days, or five (5) days if 300 miles or more or out-of-state travel is required, on account of the death of any member of the immediate family of a member of the bargaining unit. "Member of the immediate family" means the father, mother, father-in-law, mother-in-law, son, daughter, son-in-law, daughter-in-law, husband, wife, grandmother, grandfather, grandchildren, sister, brother, sister-in-law, brother-in-law, niece, nephew, aunt, uncle of the unit member, and like relatives of spouse, or any person living in the immediate household of the unit member. Bereavement leave shall be limited to a three (3) or five (5) day period following the date of death in the immediate family. If such leave of three (3) or five (5) days is not scheduled immediately and consecutively following the death, the unit member will notify his/her immediate supervisor prior to scheduling an alternative plan for bereavement leave. In exceptional circumstances, the Superintendent may grant up to two (2) additional days leave.

Unit members exercising this leave provision shall notify their immediate supervisor as soon as possible and indicate the expected duration of the absence.

Unit members shall be required to complete the standard form provided by the payroll department to verify the reason for the absence.

8.16 Health/Welfare Benefits While on Leave

A unit member on Board approved leave of absence without pay may participate in the District's health and dental and life insurance benefit program at the unit member's own expense, provided that the carrier allows and provided that an irrevocable notification is submitted of the intent to participate prior to the commencement of the leave and provided further, the advance payment of premiums is made in accordance with a schedule developed by the Business Office.

8.17 Revocation of Leave

A leave of absence may be revoked at the sole discretion of the Board of Trustees upon evidence that the cause for granting it was misrepresented or has ceased to exist.

8.18 Employment While on Leave

Leave of absence will not be granted for the purpose of obtaining employment in another school district, educational institution, or another occupation or profession without the prior approval of the Board of Trustees. Unit members granted leaves who accept employment in violation of this section shall be notified of the termination of their leaves of absence.

8.19 Absence From Work Without Leave/Failure to Return to Work After Leave

Any unit member who is absent from work without leave, or who fails to return to work as scheduled after the expiration of an authorized leave of absence, shall be deemed to have abandoned employment with the District, and such conduct shall constitute an automatic resignation.

8.20 Extended Illness Leave

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

8.21 Family Care and Medical Leave

All unit members are eligible for leave under this provision. Leave shall be granted upon request of a unit member because of the unit member's serious health condition, the serious health condition of a member of the unit member's family, the birth of a child of the unit member, or the placement of a child with a unit member in connection with adoption or foster care of the child by the unit member. As used in this section, "family" includes all persons listed in Section 8.15 of this Agreement and "serious health" is any illness, injury, impairment, or physical or mental condition. Leave under this section may be as long as twelve (12) weeks or as short as one work day. Such leave shall entitle the unit member to all economic benefits of employment except for salary on the same basis as if the unit member were not on leave. Leave under this section shall run concurrently with other leaves available under the provisions of this Agreement.

8.22 Notification of Sick Leave Accrual

The District shall provide a written notice of sick leave accrual to each bargaining unit member during the month of September.

8.23 <u>Catastrophic Leave</u>

Unit members are permitted to irrevocably donate accrued sick leave credits for an employee who experiences a catastrophic personal illness or accident. Donations made under this catastrophic leave program shall be strictly voluntary.

Definitions

- 8.23.1 Catastrophic illness/accident means illness or non-work related injuries due to an accident that is expected to incapacitate the employee for an extended period of time involving or resulting in substantial, often ruinous, medical expense and creating a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off with the exception of extended illness leave.
- 8.23.2 Eligible leave credits mean sick leave days accrued to the donating unit member.
- 8.23.3 The Sick Leave Bank represents donated eligible leave credits.
- 8.23.4 The Open Enrollment period is established as the month of October, each year.
- 8.23.5 The Board means the District Board of Trustees, Superintendent, or designee.
- 8.23.6 The Sick Leave Bank Committee shall oversee the operation of the Sick Leave Bank. The Committee shall consist of one voting member from each of the following groups: Anaheim Personnel and Guidance Association (APGA), California School Employees Association (CSEA), American Federation of State, County and Municipal Employees (AFSCME) and the Anaheim Leadership Team Association (ALTA). There will be two voting members from the Anaheim Secondary Teachers Association (ASTA). Also included will be one voting representative from District Administration, designated by the Superintendent.

General Provisions

- 8.23.7 Participation in the Catastrophic Leave Program shall be voluntary, but permitted, for all qualified permanent employees.
- 8.23.8 To establish enrollment, a permanent employee must initially donate one (1) sick leave day. Employees must then donate one (1) sick leave day per year during the Open Enrollment period to maintain eligibility.
- 8.23.9 From implementation of this program through October 1998, any permanent employee who is absent due to a catastrophic illness and has exhausted all eligible leave credits may participate in the Catastrophic Leave Program without a donation.
- 8.23.10 This Program will not be operational until the total sick leave days reaches 100.

- 8.23.11 The Sick Leave Bank is available to all participating permanent employees for use during their work year. Twelve month employees may apply to use the Sick Leave Bank year around. All other employees are eligible according to their regular work year.
- 8.23.12 Employees who elect not to enroll in the Catastrophic Leave Program upon first becoming eligible, have a waiting period of sixty (60) duty days after they enroll before becoming eligible to withdraw from the Bank.
- 8.23.13 The Sick Leave Bank must be used concurrently with the extended illness leave benefit.
- 8.23.14 The maximum amount of time for which donated sick leave credits may be used is 50 half days for any one catastrophic illness. The lifetime benefit from this policy may not exceed a total of 100 half days.
- 8.23.15 This Catastrophic Leave Program may not be used if the employee applies for or has purchased any other benefit or disability insurance program or income protection program either public or private unless the total benefit is less than 100% of the employee's basic salary. Employees having any additional income benefit must apply for that benefit before they are considered eligible for the Catastrophic Leave Program.
- 8.23.16 The receipt of a donated sick leave credit through the Catastrophic Leave Program as designed here, when combined with other District income, or income protection plan, shall not provide the recipient with a greater monthly District income/fringe benefit contribution than he/she received immediately prior to the receipt of catastrophic sick leave.
- 8.23.17 An employee who receives donated sick leave credits shall use any leave credits, including vacation, that he or she continues to accrue on a monthly basis prior to receiving/using additional donated sick leave credits from the Sick Leave Bank.
- 8.23.18 Requests for Sick Leave Bank credits must be made in increments of ten (10) half days.
- 8.23.19 If more than one applicant is being considered at the same time and there are not enough days in the Bank to fill each request, the available days will be divided equally or proportionately, as is consistent with the requests, between and among the applicants. In this instance, additional donations of eligible leave credits may be accepted.

- 8.23.20 Member employees may make additional donations to a specific employee who has a catastrophic illness. These donations may be made at any time during the year. Any unused donations beyond those authorized by the committee will be returned to the Bank.
- 8.23.21 Any fraudulent or inappropriate use of donated days will result in the return of all donated days to the Bank. The employee will be held responsible for returning any resulting overpayment of wages.
- 8.23.22 Any unused donation will be returned to the Bank, including donations to specific employees as stated in 8.23.20.
- 8.23.23 The employee must waive any and all claims against the Board, District and its officers and employees, arising from the administration of the Sick Leave Bank Program.
- 8.23.24 The Sick Leave Bank Committee will issue a report to all employees of the status of the Bank each semester.

Donating to the Sick Leave Bank

- 8.23.25 Any permanent employee on paid duty status shall be eligible to participate with a minimum annual deposit of one (1) sick leave day.
- 8.23.26 All transfers of eligible leave credits are irrevocable.
- 8.23.27 Employees may donate up to three (3) full days of eligible leave credits per school year. Employees must have at least ten (10) days of accrued sick leave remaining after donating to the Sick Leave Bank. Any request for an exception to this provision must be submitted in writing and approved by the Superintendent.
- 8.23.28 Donations to the Bank are general donations and cannot be donated to a specific employee with the exception of 8.23.20.
- 8.23.29 When and if the donated sick leave credits reach a total of 2,000 actual days, the committee may suspend donations for one (1) year for all current members. New members, however, may donate.

Withdrawing from the Sick Leave Bank

Eligible leave credits may be requested, in writing, from the Sick Leave Bank for a catastrophic illness or accident if all of the following requirements are met.

8.23.30 The employee must be a member of the Sick Leave Bank before requesting sick leave credits.

- 8.23.31 The employee who is suffering from a catastrophic illness or accident provides verification of catastrophic illness as required by the Superintendent.
- 8.23.32 The verification of catastrophic illness must come in the form of a written medical statement from the attending physician indicating the incapacitating nature and probable duration of the illness or accident.
- 8.23.33 The Superintendent may require verification of the need for sick leave days beyond the evidence of a doctor's certification and shall have the authority to accept evidence from other sources.
- 8.23.34 The Sick Leave Bank Committee determines that the employee is unable to work due to the employee's catastrophic illness or accident.
- 8.23.35 The employee has exhausted all accrued paid leave credits with the exception of extended illness leave.
- 8.23.36 At the start of the Sick Leave Bank withdrawal, voluntary deductions from the employee's paycheck will be discontinued (except for District computer loan payments and health and life insurance payments).

Not Covered

8.23.37 Conditions, illnesses, or accidents resulting from commission of a felony, elective cosmetic surgery, or stress. Also not included are illnesses or accidents which may be covered under the Workers' Compensation Program.

ARTICLE 9: TRANSFER PROCEDURES

9.1 <u>Definitions</u>

9.1.1 Transfer

A transfer is defined as the relocation of unit members between schools or between a school and a district office department. Transfers fall into two (2) categories: (1) voluntary transfers that are initiated at the request of the unit members, and (2) involuntary or administrative transfers that are initiated by the District.

9.1.2 Seniority

For the purposes of the transfer Article, the term "seniority" shall mean the unit member's total continuous service to the District in a certificated position, beginning with the first (1st) day of paid service as a probationary employee. The Board shall maintain an up-to-date seniority list, which for purposes of this Article shall be the "order of employment list" required by Education Code Section 44845. This list shall be sent to the Association by November 1 of each school year and shall be posted at each site.

Every probationary or permanent employee employed after June 30, 1947 shall be deemed to have been employed on the date upon which s/he first rendered paid service in a probationary position.

9.1.3 Reassignment

For purposes of this section, a reassignment occurs when a unit member is required to teach in a department in which s/he was not teaching the previous year.

9.1.4 Opening

An opening is defined as a position at a school or administrative department location which the District has determined is to be filled by a regular probationary or permanent unit member rather than a substitute or a temporary.

9.1.5 Involuntary Transfer for Special Education & Itinerant Unit Members

The District and ASTA acknowledge that unit members providing mandated services to students receiving special education must have credentials, training and experiences that are unique and essential in meeting the needs of students. Specialized services provided by itinerant assignments are limited to APE, Speech/Language Pathologists, Visually Impaired and Orthopedic Services or, in exceptional circumstances, RSP teachers at more than two (2) sites. An Itinerant teacher offers services in one of the above categories at more than one site. All Itinerant teachers will be assigned to the SYS for purpose of being

departmentalized for Section 9.5 (Involuntary Transfer). If a change to a unit member's assignment will result in a change of work location (adding, eliminating or switching one or more school site) prior to or during the school year, the following process will occur:

- 1. The District will communicate and/or meet with the unit member to discuss the reason for the change of work location(s), before the change is implemented.
- 2. If the unit member agrees to the change in work location(s), the change is implemented.
- 3. If the unit member does not agree to the change of work location(s), other options will be explored and considered, including seeking volunteers.
- 4. If none of the options are acceptable to the District or the employee(s) involved, the surplus process in Appendix G will be utilized and will be applied to the employee and any other staff members who may be affected.

9.2 Posting of Openings

- 9.2.1 The District shall post at each school location a notice of each opening as it occurs during the regular school year or summer session. Each notice shall state a deadline for applications which shall be not less than seven (7) days after posting. The opening shall not be filled prior to such deadline. Postings shall be sent to the Association Office.
- 9.2.2 An opening, for posting purposes, is not created when a permanent or probationary unit member is on a paid or unpaid leave of absence, a one (1) semester opening exists, or when a surplus unit member is available with an appropriate teaching major or minor.
- 9.2.3 Posting errors shall not be subject to grievance. The error shall be corrected prior to filling the opening.
- 9.2.4 A unit member who requests transfer to an available position and is denied may be provided a written statement, if so requested by the unit member.
- 9.2.5 The filing of a request for transfer is without prejudice. It does not jeopardize an unit member's present assignment. The request may be withdrawn any time prior to confirmation that the transfer has been effected.

9.3 Voluntary Transfer

Any unit member may apply for a voluntary transfer by submitting a "Request for Transfer" form to Human Resources prior to the closing date of the vacancy for which they are applying. The Human Resources office will notify the principal of the school where the vacancy exists and such unit member shall be offered an opportunity to

interview. The Human Resources office will also notify the principal of the teacher's current school.

9.4 <u>Mutual Exchange of Positions</u>

A unit member may initiate an exchange of assignment for one (1) school year, providing there is agreement with the involved principal and exchange unit members. If, at the conclusion of the school year, all parties agree, the exchange of assignment shall become permanent.

9.5 Involuntary Transfer

9.5.1 The parties recognize that it may be necessary to transfer unit members involuntarily because of enrollment adjustments, budgetary restrictions or curricular needs.

When a school principal is notified by the District of the school's allocation of teaching staff, the administrator, at an all-faculty meeting, shall notify the faculty of the possibility of surplus and ask for volunteers for transfer. Consideration will be given to these volunteers if it contributes to the resolution of the surplus issue as determined by the site administrator.

In designating the transferee, the District shall establish, in consultation with the Association, a scoring system (appended to this contract) using the following criteria:

- 9.5.1.1 Credentialing
- 9.5.1.2 Extra service pay assignments
- 9.5.1.3 Department leadership (Department Chairperson In the event of co-chairs, only one point shall be awarded. In no event will a point be split between two unit members. The designation of the recipient of the point shall be made at the time of hiring of the chairperson)

9.5.1.4 Seniority

The local administrator, utilizing the established system, shall make the transfer accordingly. The District may exempt a limited number of key unit members from involuntary transfer. It is understood that in order to apply the exemption, the District will demonstrate that such exempted unit members hold a key assignment (curricular or extracurricular) within the school. The maximum number of unit members who may be exempted in each school shall be two (2).

9.5.2 In determining the department from which unit members are to be surplused, the principal will be guided by the best interests of the school. Where it is practicable, the principal will make reasonable effort to retain those teachers who have previously been designated as members of each department in

question. No department shall be selected for surplus nor unit member transferred arbitrarily or capriciously.

- 9.5.3 Transferees whose credentials and preparation do not fit existing openings will be assigned to a contract teacher substitute pool until vacancies commensurate with their qualifications occur.
- 9.5.4 An opportunity must be provided for the unit member to meet with the administrator recommending the transfer prior to effecting the proposed transfer and be advised of the reasons for recommending such transfer. In the event that an administrator cannot meet with the transferee due to vacation periods, illness, leaves of absence or other similar reasons, the administrator shall effect this section by placing a certified letter in the United States mail addressed to the transferee at his/her last known address.

9.6 Reassignment Within a School

Reassignments within a school are the responsibility of the principal. The principal shall take into consideration the staffing needs, the curriculum of the school and the credential authorization of the unit members. Prior to making a reassignment, the principal shall discuss the reassignment with the unit member. In the event that an administrator cannot meet with the reassigned unit member due to vacation periods, illness, leaves of absence or other similar reasons, the administrator shall effect this section by placing a certified letter in the United States mail addressed to the unit member at his/her last known address.

No unit member shall be reassigned arbitrarily or capriciously.

Unit members whose assignments will remain the same the following year may, at their discretion, consult with the principal concerning this continuing assignment.

9.7 Superintendent's Transfer

In situations not provided for herein, such power to assign includes the power to transfer professional personnel within the District when the Superintendent concludes that such a transfer is in the best interest of the District.

9.8 <u>Transfer - School Closures</u>

Involuntary transfers made during years that schools are closed shall be made as follows:

- 9.8.1 All unit members subject to involuntary transfer shall be provided with a list of all vacancies in the District.
- 9.8.2 All staff members shall be provided with the opportunity of listing their first three (3) preferences for vacancies which appear on the list.

9.8.3 The District shall attempt to place all unit members in one of their top three (3) choices. In event of a tie, the decision shall be made at the principal's discretion.

9.9 Rights of First Return

Involuntary transferees shall have the right to return, in the event of a vacancy, to the school from which s/he was transferred within one and one quarter (1-1/4) years. Unit members who wish to return will be required to initiate a request to return when the vacancy is posted.

9.10 Preparation Day

Whenever a unit member is to be transferred during any period of time other than the first (1st) day of the work year, said unit member shall be given a minimum of one (1) day without pupils in order to adequately relocate and prepare. In cases where unit members are moving from one site to another, upon request, the District shall assist them in moving materials.

9.11 Notification of Transfer and/or Reassignment

Whenever practicable, the District shall:

- 9.11.1 Minimize involuntary transfers and/or reassignments during times other than in the spring of a school year, to be effective at the commencement of the next school year.
- 9.11.2 Notify unit members of reassignment or transfer no later than June 1 of each year.

9.12 Layoff and Tie-Breaking Criteria

Upon request, the District will meet and negotiate with the Association regarding any impact that a layoff pursuant to the Education Code may have upon mandatory subjects of meeting and negotiation. Specifically excluded from this requirement shall be the decision itself to layoff and any of the procedural or substantive requirements set forth in the Education and Government Codes.

- 9.12.1 The following criteria will be applied in the priority order indicated to determine which certificated employees meet the particular needs of the District in the event that all certificated employees with the same seniority date are not terminated. These criteria meet the particular needs of the District at the present time:
 - a) Persons with clear single-subject credential
 - b) Persons with preliminary single-subject credential

- c) Persons with multiple subjects clear credential AND single subject authorization
- d) Persons with multiple subjects preliminary credential AND single subject authorization
- e) Persons with single subject internship credential
- f) Persons with clear multiple subjects credential
- g) Persons with preliminary multiple subjects credential
- h) Persons with certification authorizing instruction to EL students
- i) Persons with specialized training who are highly qualified in math, science, or special education according to NCLB requirements
- j) Persons who are currently assigned to one of the following specialized assignments listed as follows, not listed in priority order:

Activities Director (JH or SH)

Athletic/Intramural Sports Director

Department Chair

- k) Persons with two or more single subject credentials
- 1) Persons serving in three or more areas with extra service pay
- m) Persons serving in two areas with extra service pay
- n) Persons serving in one area with extra service pay
- o) Experience as defined by initial salary placement schedule
- p) Persons who are National Board Certified Teachers (NBCT)
- q) Persons with a Doctoral Degree
- r) Persons with a Master's Degree
- s) Persons with additional service to the district
- t) Persons currently serving at a Program Improvement and/or at a Quality Education Investment Act School

It is agreed that in the event the District is still unable to select employees to be terminated using the above criteria, then a lottery shall be used to determine employment rights as between employees with the same initial service who are equally competent.

- 9.12.1.3 Persons with specialized training/experience who are Highly Qualified in math, science or special education according to NCLB requirements.
- 9.12.1.4 Persons who are currently assigned, as of March 15, to one of the following specialized assignments listed as follows, not listed in priority order:
 - A. Activities Director
 - B. Athletic/Intramural Sports Director
 - C. Department Chair
- 9.12.1.5 Persons with one or more of the following credentials, certificated and/or graduate degrees, priority listed as follows:

- A. Majors in a core academic teaching subject: Math, science, social science, or English language arts, possessing more than two (2) teaching credentials.
- B. Majors in an academic teaching subject: Math, science, social science, or English language arts, possessing two (2) teaching credentials.
- C. Two (2) or more teaching credentials.
- D. Standard Secondary or Single Subject Credential.
- E. Standard Elementary or Multiple Subject Credential.

ARTICLE 10: HOURS OF EMPLOYMENT

10.1 Work Year

The 2010-2011 work year will be reduced by six (6) days from the 2009-2010 work year. The year shall be set forth in the calendar which is incorporated herein as Appendix A. (See attached Student/Teacher Calendar for 20092010-201011.)

10.1.1 Staff Development Days

The work year for 2010-2011 for certificated employees shall be 185179 days. Of those days, 176 will be instructional days and three (3) will be non-instructional days. Three (3) days are devoted to staff development activities. Unit members at each site shall be actively involved in planning the staff development activities. In those sites where there is an existing staff development committee, the committee and the site administrator shall be involved in planning the staff development activities.

10.1.2 Classroom Preparation

Unit members shall be entitled to a minimum of one-half (1/2) day to prepare their classrooms prior to the start of the student school year.

10.2 Workday

The workday for unit members shall begin at least thirty (30) minutes before the beginning of the students' normal instructional day and continue for a reasonable length of time after the close of the students' regular school day. These minimum school-based assignment hours may be modified by the immediate administrator to suit varying educational and operating needs. These modifications may not be of a permanent and/or continuing nature.

10.3 Adjunct Duties

Unit members are required to remain a sufficient amount of time after their last assignment to fulfill necessary adjunct duties such as caring for student <u>academic</u> needs, attending parent or administrative conferences and meetings, and participating in <u>assigned or voluntary duties other activities</u> related to the assignment. While all related duties are not specifically enumerated herein, the District shall make a good faith attempt to assign such duties equitably among site unit members.

10.4 Supervision Duties

Unit members may be assigned supervision duties during the regular instructional year such as campus supervision and performances, school tutoring programs, athletic events, dances, and detention that occur outside of the regular instructional day. The District shall assign such duties equitably among site unit members based upon choices indicated

by the unit members. In no case shall unit members be assigned more than three events or six hours of supervision duty annually.

10.45 Preparation Time

The District shall schedule one (1) daily conference period for each full-time classroom unit member. Unit members shall not be required by principal or designee to give up their preparation and planning time more than two (2) times per year to cover for other teachers without compensation at the hourly rate of pay.

- 10.5.1 Class coverage by unit members during their daily conference period will only be utilized in cases of unplanned, unforeseen or unscheduled events or circumstance.
- 10.5.2 Records of class coverage shall be kept by the principal or designee and readily available for inspection by any affected unit member regularly assigned to that school site.
- 10.5.3 Day-to-day substitutes will be used for class coverage prior to requiring a teacher to provide class coverage.
- 10.5.4 Class coverage for a teacher who is attending a conference, in-service or workshop shall not be considered an "unplanned, unforeseen or unscheduled event".

10.56 Lunch Period

Each unit member shall receive a daily duty free lunch period of at least thirty (30) minutes exclusive of a five (5) minute passing period.

10.67 Teacher Assignments

In the preparation of teaching assignments, the District agrees to the following:

- 10.67.1 Administrators shall consult with department chairpersons prior to initiating the development of the master schedule. Teachers shall make their teaching preferences known to the administrator through the department chairperson prior to the development of the master schedule. A unit member shall retain the right to consult with the administrator regarding his/her assignment.
- 10.67.2 Three (3) working days prior to the close of the school year the principal or designee shall notify all staff members of their tentative assignments by class periods for the ensuing school year. Changes made subsequent to this notification may be made after the principal/designee has directly consulted by phone or given the unit member five (5) days notice by certified mail to the last known address of the unit member, of the unit member's opportunity to consult regarding the proposed changes. Failure to respond to the mailed notice shall be deemed a waiver, by the unit member, of such consultation rights.

10.78 Substitute Coverage

Except in an emergency, when substitutes are available they will be hired to replace any teacher when it is known in advance that s/he will be absent from his/her assignment for more than two (2) periods.

10.89 Course Preparation

The District will attempt to limit the number of course preparations assigned to each teacher in the master schedule. In the event that more than two (2) preparations must be assigned, the District shall first consult with the unit member involved.

10.910 Instructional Day

If the number of instructional minutes for a particular school allows, and upon request of a principal and a majority of the faculty, the District shall grant an additional minimum day at the end of each semester for testing, grading, and other record keeping purposes.

10.1011 Academic Freedom

Academic freedom shall be guaranteed to teachers in order to create an atmosphere of freedom in the classroom which does the following: permits teachers to select the methodology they use in teaching the standards, as long as they continue to receive satisfactory evaluations, permits students and teachers to raise questions dealing with critical issues of the time, and maintains an atmosphere conducive to the study, investigation, presentation, and interpretation of facts.

10.1112 Professional Attire

Certificated staff is requested to be professionally dressed while on duty. Therefore, the Association and the District agree to the following guidelines:

- 10.4412.1 Certificated bargaining unit members may be advised by an administrator or supervisor not to wear T-shirts or shorts while on duty.
- 10.4412.2 Authorized school T-shirts may be worn while on duty when designated by the administrator or supervisor.
- 10.1112.3 Physical Education teachers or unit members assigned to teach in classrooms without air conditioning may be permitted to wear shorts while on duty.

The Association and District further agree to jointly monitor the implementation of these guidelines and investigate future modifications of the guidelines.

10.1213 Minimum Day

The District shall schedule one (1) student minimum day to be held on the same day that either an Open House or Back-to-School Night event is held at each site designated as a junior high. The minimum day shall be determined by the site administrator with input from the site unit members.

10.1314 Traveling Teachers

Unit members required to travel to different classrooms during the school day will be provided an adequate workspace during the conference/prep period.

10.1415 Loss of Classroom

An attempt shall be made to accommodate room assignments so that a unit member does not lose the use of their assigned classroom during their conference period for more than two (2) consecutive school years.

ARTICLE 14: WAGES AND ITEMS RELATED TO WAGES

14.1 Salary - Teachers

Effective September 4, 2009, the 2009 10 Teachers' Salary Schedule shall remain the same as the 2008 09 Teachers' Salary Schedule, and is hereby incorporated into this Agreement as Appendix B.

If the District determines that between March 1, 2010, and March 15, 2010 that it will file a 2nd Interim Report with a "qualified certification", the District may request and ASTA will agree to re open negotiations for salary for the 2009-10 school year. The District and ASTA agree that six (6) furlough days will be applied to the 2010-2011 school calendar reducing the teacher's work year from 185 days to 179 days. The 2009-2010 Teacher Salary Schedule will be reduced by an amount equivalent to the reduction in the work year and will result in the 2010-2011 Salary Schedule and is hereby incorporated into this Agreement as Appendix B-1. The 2009-2010 Salary Schedule is included as Appendix B-2.

The District may reopen negotiations for 2010-2011 if any changes negatively impact the District's federal and/or state revenue funding levels by \$1 million or more, including but not limited to the District's 2009-2010 base revenue limit of \$5,729.59, categorical funding and applicable categorical flexibility provisions in the state budget act, deficit factor, state apportionment deferrals, and/or state mandates.

ASTA may reopen negotiations for 2010-2011 to reduce the furlough days if any changes which positively impact the District's federal and/or state revenue funding levels by \$1 million or more, including but not limited to the District's base revenue limit, categorical funding and applicable categorical flexibility provisions in the state budget act, deficit factor, state apportionment deferrals, and/or state mandates.

14.2 Salary - Extra-Service Pay

Extra-Service Pay is hereby incorporated as Appendix C of this Agreement.

Extra-Service Pay shall be expressed as a percent of Column II, Step 1 of the <u>2009-2010</u> Teachers Salary Schedule (Appendix B<u>-2</u>) and the amount will increase as the Teachers Salary Schedule (Appendix B<u>-1</u>) increases.

The stipends for Certified Athletic Trainer, Appendix C-3, shall be revised so that the "Percentage" column is 6.32 for Fall, Winter, and Spring.

- 14.2.1 Department Chairpersons, BTSA Support Providers, Peer Assistance and Review Consulting Teachers and Peer Assistance and Review Committee Members will be paid monthly with their contract pay. Duties assigned are within the scope of the school day.
- 14.2.2 Effective with the 2002-2003 school year, the number of Special Education Department Chairpersons at each site shall be reduced by attrition to:

- One (1) RSP Special Education Department Chairperson,
- One (1) Mild to Moderate Special Education Department Chairperson, and
- One (1) Moderate to Severe Special Education Department Chairperson.

Unit members who serve as Special Education Department Chairpersons during the 2001-2002 school year shall continue in their current extra service pay position until the unit member voluntarily resigns or is removed from the position in compliance with Article 17.2.4 of this Agreement.

14.2.3 An attempt shall be made to hire unit members for Extra-Service Pay positions before non-bargaining unit members.

14.3 Salary Schedule Placement, Advancement and Structure

14.3.1 Salary Schedule

Certificated Unit Members

Unit members who hold or qualify for the Special Secondary, Junior High, General Secondary, Standard Secondary, or Ryan credentials will be placed on and advanced on the salary schedule as follows:

- 1 Col. I Bachelor's Degree
- 2 Col. II Bachelor's Degree plus 30 semester hours
- 3 Col. III Bachelor's Degree plus 45 semester hours or Master's Degree
- 4 Col. IV Bachelor's Degree plus 60 semester hours including Master's Degree or Doctorate

14.3.2 <u>Initial Salary Placement</u>

Whenever a candidate is recommended for election, tentative placement on the salary schedule is made by the Director, Human Resources, based on the evidence of experience and training submitted in the application materials. Final placement on the salary schedule is made when completed official college transcripts (due November 1) and written evidence of experience have been received.

If a unit member fails to furnish such written evidence, the member's contract will be rewritten to reflect correct column and step placement and appropriate amounts sufficient to correct the salary error will be deducted from future salary warrant(s).

Effective July 1, 2007, a maximum of six (6) years of credit for approved teaching service outside the District shall be allowed at the rate of one (1) step for one (1) year of comparable service, but in no case shall placement be made above Step 7. A unit member shall be credited with a year of credentialed public school teaching experience whenever he/she was in a paid status for at least seventy-five (75%) percent of the work days designated for the affected position. Credit for credentialed experience in a WASC accredited private school will be allowed. All previous experience shall be verified by official statements from previous employers.

- 14.3.3 All degrees and credits earned must be from accredited colleges or universities. For purposes of this section, accredited institutions shall be listed in the American Association Collegiate Registrar Admissions (AACRA), Council on Post Secondary Accreditation (COPA) or Association of American Education.
- 14.3.4 For initial placement, all semester hours must be upper division or graduate level and earned after the Bachelor's degree.
- 14.3.5 Any unit member with fifteen (15) complete years of continuous service in the District shall be placed on Step 16 of the salary schedule.
- 14.3.6 Any unit member with twenty (20) complete years of continuous service in the District shall be placed on Step 21 of the salary schedule.
- 14.3.7 Any unit member with twenty-five (25) complete years of continuous service in the District shall be placed on Step 26 of the salary schedule.
- 14.3.8 An additional annual stipend of \$2000 will be paid for an earned doctoral degree from an accredited university.

For purposes of this section, accredited institutions shall be listed in the American Association Collegiate Registrar Admissions (AACRA), Council on Post Secondary Accreditation (COPA), or Association of American Education.

Bargaining unit members who attain National Board certification in the field(s) of their assignment will be paid an additional annual stipend of \$2000.

14.3.9 Vertical Movement

All qualified unit members shall advance one (1) vertical step on the salary schedule for each year of service, except those whose placement is at the maximum step. Regular full-time unit members who, in any one school year, are in paid status for a least seventy-five percent (75%) of the work days designated for the affected position, shall be deemed to have earned a year of experience credit.

14.3.10 Horizontal Movement

A unit member shall be placed on the appropriate column after written proof of semester units completed or degree earned has been submitted to the Human Resources Office and approved by the Board of Trustees.

Course credit for salary placement and movement shall be given only for lower division, upper division, or graduate course work taken at four-year colleges, universities, or graduate schools which are accredited by a regional accrediting commission.

- 14.3.10.1 After employment and placement on the salary schedule under adopted policy, the following guidelines will be used in crediting courses for salary schedule column advancement:
 - 14.3.10.1.1 Lower division, upper division, or graduate courses that meet any of the five (5) criteria listed below may be credited with prior approval of the principal and the Director, Human Resources. In order to be eligible to use lower division course credit for salary schedule advancement, a "Request for Lower Division Credit" must be submitted through the Director, Human Resources, at least three (3) weeks prior to the start of class. The Director, Human Resources, will respond to the applicant within two (2) weeks.
- 14.3.10.2 Criteria for courses accepted for salary schedule advancement:
 - 14.3.10.2.1 A subject directly related to the current or proposed teaching assignment.
 - 14.3.10.2.2 A subject directly related to a unit member's teaching major or teaching minor.
 - 14.3.10.2.3 A subject directly related to an advanced degree in professional education or in a subject area.
 - 14.3.10.2.4 A subject required by a California credential, evaluation, or renewal.
 - 14.3.10.2.5 Courses required for obtaining an additional teaching assignment major or minor.
- 14.3.10.3 Evidence of successful completion of course work or degrees prior to the start of the school year, submitted to Human Resources by November 1, shall be retroactive to September. Evidence of successful completion of course work or degrees prior to February 1, submitted to Human Resources by March 1, shall be retroactive to February 1.

14.3.10.4 The burden of proof of training experience, possession of credentials, and other required documents shall lie with the unit member, both for initial placement and for subsequent reclassification. Any error in classification which is due to action or inaction on the part of a unit member shall be corrected as soon as the error is verified, but salary adjustments shall be retroactive during the current school year only.

14.3.11 Salary Schedule Credit

Full salary schedule credit shall be granted for Peace Corps teaching and VISTA teaching.

Credit for one (1) year's service for teacher salary schedule placement purposes shall be granted substitute teachers for each 250 days of substitute teaching experience in the Anaheim Union High School District to a maximum credit of six (6)) years, provided that a teacher can produce documentation of the number of days taught.

Beginning July 1, 2007, full salary schedule credit up to six (6) years shall be granted to all unit members newly employed in the District for regular teaching experience gained prior to employment in the Anaheim Union High School District.

The Superintendent or his/her designee may recommend salary schedule credit for experience gained which is related to teaching.

14.4 Extra Duty

Unit members who serve in supervisory assignments at athletic events, dances, plays, and other afterschool and evening school-sponsored events do so for the benefit of students, the curriculum, and job effectiveness. When made possible by generation of funds by school sponsored events, school based personnel may be compensated at the discretion of the principal in accordance with salary schedule established at each school. Prior to establishing fees, if any, to pay for extra duty assignments, the principal will consult with the faculty.

14.54 Travel Expenses

Any unit member traveling to an authorized convention, meeting, conference, or visitation within 100 miles of the District, shall use a District vehicle when available. When no District vehicle is available, the unit member shall be reimbursed at a rate equal to previous years IRS allowable rate per mile, and if two (2) or more unit members ride in the same car, the reimbursement rate of two cents more than the allowable IRS allowable rate will be paid on a daily round trip basis. When the conference, convention, or meeting is over 100 miles and the unit member elects to drive his personal car in lieu of using commercial transportation, the unit member will be reimbursed at the amount paid for lowest fare charged for commercial air transportation.

Unit members required to drive their personal automobiles in the course of their work shall be reimbursed for such use at the standard IRS business mileage rate in effect. Use of personal automobiles must have prior approval of supervisor and comply with Board policies.

14.65 Daily Rate of Pay

Daily rate of pay shall be determined by dividing the unit member's annual salary by the number of days of required service as indicated in the school calendar.

14.76 Hourly Rate of Pay

Unit members selected by the District to perform certificated hourly paid duties shall receive an hourly rate of pay equal to the previous Summer's Summer School pay. The new hourly rate of pay shall become effective the first day after the end of the regular year.

14.87 Golden Handshake

The District shall make available the provisions commonly referred to as the "Golden Handshake" to all eligible employees provided the State authorizes it and the District will save money.

14.98 Extra Teaching Periods

Upon mutual agreement of the District, the unit member and the Association, a unit member may agree to teach six (6) periods at the high school or seven (7) periods at the junior high school. The unit member shall be compensated at a rate equal to $1/6^{th}$ (16.7%) of his/her daily rate of pay. It is understood that such periods are in the Key to Learning and the school's master schedule. It is also understood that the extra teaching periods are during the regular school day during the regular school year.

ARTICLE 21: DURATION

This Agreement shall remain in full force and effect through September 3, 2011, and shall continue in effect day-to-day until such time as a new or modified agreement is ratified by both parties.

DATE: April 22, 2010

ANAHEIM UNION HIGH SCHOOL DISTRICT

ANAHEIM SECONDARY TEACHERS ASSOCIATION

By: _______ Joseph M. Farley, Ed.D.

Superintendent

Soanne Fawley
President

ANAHEIM UNION HIGH SCHOOL DISTRICT 2010/2011 TEACHERS' SALARY SCHEDULE

		BA + 30	BA + 45	BA + 60 &
			or	MA or
			MA	Doctorate
STEPS	I	II	III	IV
01	46,119	49,746	53,975	58,809
02	48,911	52,533	56,763	61,595
03	51,694	55,326	59,550	64,390
04	54,488	58,108	62,339	67,178
05	57,277	60,903	65,131	69,967
06	60,068	63,690	67,922	72,755
07	62,859	66,480	70,712	75,548
08	65,648	69,271	73,498	78,341
09	68,443	72,061	76,291	81,132
10	71,228	74,855	79,086	83,922
11	74,023	77,653	81,877	86,710

16	78,334	81,964	86,188	91,021
21	80,492	84,122	88,346	93,179
26	84,038	87,668	91,892	96,725

Doctorate:

\$2,000

National Board Certification

\$2,000

Miscellaneous Rate of Pay:

\$41.13 (\$40.00 effective 6/18/10)

<u>Initial Salary Placement</u>: Initial placement for years of experience is based on the following:

- 1. Effective July 1, 2007, a maximum of six (6) years of experience as a credentialed public school employee (excluding emergency permits), having worked a minimum of 75% of each work year.
- 2. Effective July 1, 2007, a maximum of six (6) years experience as a credentialed private school employee (excluding emergency permits), in a WASC accredited private school, having worked a minimum of 75% of each work year.

Years Experience	<u>Placement</u>
1	2
2	3
3	4
4	5
5	6
6 or more	7

Board of Trustees April 29, 2010

Effective: July 1, 2010

99,631

ANAHEIM UNION HIGH SCHOOL DISTRICT 2009/2010 TEACHERS' SALARY SCHEDULE

		BA + 30 BA + 45		BA + 60 &
			or	MA or
			MA	Doctorate
STEPS	I	II	III	IV
01	47,665	51,413	55,784	60,780
02	50,550	54,294	58,666	63,660
03	53,427	57,181	61,546	66,548
04	56,314	60,056	64,429	69,430
05	59,197	62,944	67,314	72,312
06	62,081	65,825	70,199	75,194
07	64,966	68,708	73,082	78,080
08	67,849	71,593	75,962	80,967
09	70,737	74,476	78,848	83,852
10	73,616	77,364	81,737	86,735
11	76,504	80,256	84,621	89,616
	Steps 16-26 are eaching in AUHS	longevity steps (SD)	for years of con	tinuous
16	80,815	84,567	88,932	93,927
21	82,973	86,725	96,085	

<u>Doctorate</u>:

26

\$2,000

86,519

National Board Certification

\$2,000

Miscellaneous Rate of Pay:

\$39.55 (\$41.13 effective 6/19/08)

90,271

94,636

<u>Initial Salary Placement</u>: Initial placement for years of experience is based on the following:

- 1. Effective July 1, 2007, a maximum of six (6) years of experience as a credentialed public school employee (excluding emergency permits), having worked a minimum of 75% of each work year.
- 2. Effective July 1, 2007, a maximum of six (6) years experience as a credentialed private school employee (excluding emergency permits), in a WASC accredited private school, having worked a minimum of 75% of each work year.

Years Experience	<u>Placement</u>
1	2
2	3
3	4
4	5
5	6
6 or more	7

Board of Trustees December 10, 2009 Effective: July 1, 2009

Between the

Anaheim Union High School District (AUHSD)

And the

Anaheim Secondary Teachers Association (ASTA)

Course Preparation

Because both the District and the Association acknowledge the number of course preparations can impact the quality and effectiveness of classroom instruction, it is agreed that a joint workgroup will be formed to study the issue of course preparations and make recommendations for limiting and standardizing the number of course preparations. This workgroup shall be formed and hold their first meeting prior to May 31, 2010 and report their findings prior to the end of the 2010 calendar. The recommendations of this workgroup shall become the starting point for negotiations on the issue during the next round of collective bargaining.

This agreement is dated: April 29, 2010

Russell Lee-Sung

Assistant Superintendent

Human Resources

Joanne Fawley President

ASTA

Between the

Anaheim Union High School District (AUHSD)

And the

Anaheim Secondary Teachers Association (ASTA)

Health & Welfare

The District and ASTA are committed to pursuing cost savings measures within the Insurance Committee and to maintain quality health care for all employees.

The District agrees to contribute towards the increased costs of Health and Welfare benefits above the limits set in the current contract for the 2011 calendar year. If the increase is greater than the current cost projection of \$3.42 million for all District employees, or cost savings measures do not meet the target of \$950,000, the District and ASTA may agree to re-open negotiations.

This agreement is dated: April 29, 2010

Russell Lee-Sung

Assistant Superintendent

Human Resources

e Kuley

President **ASTA**

Between the

Anaheim Union High School District (AUHSD)

And the

Anaheim Secondary Teachers Association (ASTA)

Early Retirement Incentive

The District will offer an early retirement incentive to ASTA unit members during the current school year 2009-2010 for unit members retiring effective June 17, 2010. Approval of this program is contingent upon meeting the minimum number of participating unit members, savings to the district and Board approval.

This agreement sunsets on June 30, 2010.

This agreement is dated: April 29, 2010

Russell Lee-Sung

Assistant Superintendent

Human Resources

Joanne Fawley President

ASTA

ARTICLE 1: AGREEMENT

1.1 Agreement

This Agreement is made and entered into this 1st day of September 2009–2010 by and between the Board of Trustees of the Anaheim Union High School District, whose address is 501 Crescent Way, Anaheim, California, 92803, 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, P.O. Box 3520, Anaheim, California, 92803-3520.

1.2 <u>Definitions</u>

Whenever utilized in this Agreement:

"Working Day" shall mean any day in which the District Education Center is open for business.

"School Day" shall mean any day unit members covered herein are required to be on duty.

"Superintendent" shall mean the chief executive officer of the District or designee.

"Unit Member/Counselor" unless otherwise clearly indicated by the context, shall mean any person employed by the District in a position or classification which is included within the recognized or certified negotiating unit described in Article 1 - Recognition.

"Board" shall mean the Board of Trustees of the Anaheim Union High School District or its designees.

"Employee" shall mean any person employed by the District in any capacity, including unit members.

1.3 Entire Agreement

The District shall not be bound by any requirement which is not expressly and explicitly stated in this Agreement. Specifically, but not exclusively, the District is not bound by any past practices of the District or understandings with any employee organization or council, unless such past practices or understandings are specifically stated in this Agreement.

The Association agrees that the Agreement is intended to cover all matters relating to wages, hours and all other terms and conditions of employment and that during the term of the Agreement neither the District nor the Association will be required to meet and negotiate on any further matters affecting these or any other subjects not specifically set forth in this Agreement, even though such subject or matters may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, or even though such subjects or matters were proposed and later withdrawn.

ARTICLE 4: ASSOCIATION RIGHTS

4.1 <u>Distribution and Posting of Materials</u>

The Association shall have the right to post notices matters of Association concern using District electronic mail via computer terminals located in individual counselor's offices. These notices will be posted on electronic mail after the counselors normal work day. These notices may be posted during any non-duty time. The Association shall have the right to use the District mail service and individual counselor mailboxes so far as such use complies with the law. Any literature to be distributed or posted must be dated and must identify the person or organization responsible for its origin. The Association will provide to the Superintendent and the site principal a complete copy of the material deposited in school mailboxes or posted on electronic mail.

4.2 Availability of Information

The District will make available to the Association a school board packet at least 72 hours in advance of a regularly scheduled Board meeting and 24 hours in advance of a special Board meeting.

4.3 New Hires

The Association will be provided with the names, addresses, and work sites of all new unit members within fifteen (15) days.

4.4 <u>District Counseling Meetings</u>

Except in extraordinary circumstances, the District will not schedule Districtwide counseling meetings after 3:00 p.m. If extra-service pay is involved, i.e., department heads, any reasonable time is acceptable.

ARTICLE 10: WORKING HOURS

10.1 Hours - General

The District recognizes that the varying nature of a counselor's day-to-day professional responsibilities does not lend itself solely to an instructional day of rigidly established length. The minimum school-based assignment hours are as follows:

Counselors should be available in their office everyday for students and parents before school and after school for the duration of the school year. Exception may be made by mutual agreement between the unit member and site administration based on the specific needs of the school.

Unit members must be on duty at least thirty (30) minutes before the beginning of the first class session and remain on duty for a reasonable length of time after the close of the student's regular school day. These minimum school-based assignment hours may be modified by the immediate administrator to suit varying educational and operating needs after reasonable prior consultation with the unit member. These modifications may not be of a permanent and/or continuing nature.

Each unit member shall receive a daily duty-free lunch break of not less than thirty (30) minutes, as scheduled by the immediate administrator except when there are unscheduled fire drills or other such emergencies as determined by the principal of each school. Lunch supervision shall be limited to no more than one student lunch period per day.

Minimum school-based assignment hours shall be applicable to every scheduled school day, including minimum pupil days, inservice days and the like. These minimum school-based assignment hours may be modified by mutual agreement between the immediate administrator and counselor.

In addition to assigned counseling duties, as described in the counselor's job description, counselors shall perform their duties, many of which will occur outside of the minimum school-based assignment hours. Other such duties may include supervising pupils within and outside class hours; supervising and providing leadership of pupil organizations and activities as assigned; cooperating in parent, community and open house activities; serving on committees providing advice and service to the District; and participating in approved development programs.

In assigning the duties as set forth in the preceding paragraph, site administrators shall make a reasonable effort to see that the hours of work involved are equitably distributed among the staff with volunteers sought prior to mandating and assignment, and that reasonable advance notice of scheduling is provided. In assigning the above duties and hours, administrators shall act in a reasonable manner, and not in an arbitrary, capricious, or vindictive manner.

In the event of a work stoppage, no counselor shall be required to substitute for any teacher.

10.2 <u>Assigned Days of Work</u>

The total number of assigned annual days of work for regular full time counselors is 198191.5. These days will be served consecutively whenever practicable as determined by the principal/designee after consulting with the unit member. Any extra days of assignment will be paid on a per diem basis.

10.3 <u>Counselor Meetings</u>

Whenever practicable, as determined by the District, mandated counselor meetings shall be held during normal school hours.

10.4 Inservices

Two (2) days will be provided by management for specific training for counselors. These days will be during the regular 198 day contract period. The inservice training will relate directly to day-to-day counselor services at the school site.

ARTICLE 12: EVALUATION PROCEDURES

12.1 General Provisions

The District retains sole responsibility for the evaluation and assessment of performance of each counselor, subject only to the following procedural requirements. Accordingly, no grievance arising under this Article shall challenge the substantive objectives, standards or criteria determined by the evaluator or District, nor shall it contest the judgment of the evaluator; any grievances shall be limited to a claim that the following procedures have been violated.

12.2 Procedures

The principal or designated administrative representative shall conduct the evaluation. Unscheduled evaluations may be made at any time during the school year at the discretion of the principal.

- 12.2.1. All non-permanent unit members will be evaluated annually and all permanent unit members at least every other year, using the Pupil Personnel Services Evaluation Report Individual Counselor Performance Plan. Unit members with permanent status who have been employed at least ten (10) years with the District and whose previous evaluation rated the employee as meeting or exceeding standards ("Satisfactory" in accordance with the AUHSD Pupil Personnel Services Evaluation Report), may be evaluated every five (5) years, if the unit member and evaluator consent to this schedule. Should the evaluator withdraw consent, the evaluator shall provide the employee a written notice within the first two weeks of the beginning of the school year. The final evaluation conference shall be conducted no later than May 31 for unit members and necessary forms forwarded to the Certificated Human Resources Office not later than June 15. The final evaluation should reflect in writing whether or not the unit member has been recommended for re-employment.
- 12.2.2 Prior to November 15 of each evaluation year, the evaluator and unit member shall hold a preliminary evaluation conference.
- 12.2.3 The purpose of the preliminary evaluation conference shall be to review goals the element and planned activity to be achieved in the following required areas of evaluation:
 - 12.2.3.1 Department Goals Standard 1: Engage, advocate for and support all students learning.
 - 12.2.3.2 <u>Individual Goals Standard 2: Plan, implement, and evaluate programs to promote academic, career, personal and social development of all students.</u>
 - 12.2.3.3 Planning and Duties Standard 3: Utilize multiple sources of information to monitor and improve student behavior and achievement.

- 12.2.3.4 <u>Interpersonal Relations Standard 4: Collaborate and coordinate with</u> school and community resources.
- 12.2.3.5 Communication Skills Standard 5: Promote and maintain a safe learning environment for all students.
- 12.2.3.6 Professional Responsibilities Standard 6: Plan, implement and evaluate programs to promote academic, career, personal and social development of all students.

At the time of the conference, the evaluatee and evaluator shall have completed, in duplicate, a work copy stating goals the element and planned activity in the required areas of evaluation, using the Pupil Personnel Services Evaluation Report. Individual Counselor Performance Plan.

- 12.2.4 The evaluatee and evaluator shall attempt to agree to the specific goals elements and planned activities, based on District standards, upon which the evaluatee shall be evaluated. Such goals shall be reduced to writing. Failing an agreement, the evaluatee shall nevertheless be evaluated on the specific goals as determined by the evaluator.
- 12.2.5 In the event of disagreement, the word "disagreement" shall be stated after the goals element and planned activity on the Pupil Personnel Services Evaluation Report Individual Counselor Performance Plan; however, disagreement on goals elements and planned activities shall not be subject to the grievance procedure.
- 12.2.6 Following the preliminary evaluation conference, the evaluatee will be given a typed copy of the Pupil Personnel Services Evaluation Report. Individual Counselor Performance Plan. The signatures of the evaluator and evaluatee shall appear on this form. The evaluatee's signature indicates that the evaluatee has read the document and has been provided the opportunity of attaching rebuttal comments within five (5) school days of the date of the typed copy of the Pupil Personnel Services Evaluation Report. Individual Counselor Performance Plan.
- 12.2.7 The personnel to be evaluated shall be observed early in the evaluation year by the evaluator. Within five (5) school days of the observation, the Pupil Personnel Services Evaluation Report Individual Counselor Performance Plan shall be completed and a follow-up conference with the evaluatee shall be conducted to discuss the report. The time limit may be extended by mutual agreement. This conference shall also serve as a progress check on the goals elements and planned activities stated in the preliminary evaluation conference.
- 12.2.8 Report of Observation of first and second year certificated unit members will be made at least once during the first and second quarters of each school year.
- 12.2.9 Excellent performance shall be commended in writing on all evaluation forms.

The Pupil Personnel Services Evaluation Report Individual Counselor Performance Plan shall be utilized for overall routine evaluation of unit members. All sections of these forms must be completed accurately. The certificated unit member shall have a conference with the appropriate administrator whenever the Reprimand form or Pupil Personnel Services Evaluation Report are Individual Counselor Performance Plan is utilized. The evaluator/evaluatee is to sign the original and all copies of these reports. The original is retained by the school, one (1) copy is sent to the District Certificated Human Resources office and one (1) copy is retained by the evaluatee.

12.3 <u>Conditions</u>

- 12.3.1 The evaluator must maintain on file each completed evaluation form.
- 12.3.2 In the event of unforeseen contingencies, the evaluator and the evaluatee may modify goals elements and planned activities in the required areas of evaluation (1) Department Goals Standard 1: Engage, advocate for and support all students learning., (2) Individual Goals Standard 2: Plan, implement, and evaluate programs to promote academic, career, personal and social development of all students., (3) Planning and Duties Standard 3: Utilize multiple sources of information to monitor and improve student behavior and achievement., (4) Interpersonal Relations Standard 4: Collaborate and coordinate with school and community resources., (5) Communication Skills Standard 5: Promote and maintain a safe learning environment for all students. and (6) Professional Responsibilities Standard 6: Plan, implement and evaluate programs to promote academic, career, personal and social development of all students.. Such modifications must appear on the Pupil Personnel Services Evaluation ReportIndividual Counselor Performance Plan with verifying date and signatures.
- 12.3.3 All monitoring or observation of the work of a unit member shall be conducted openly and with full knowledge of the unit member.
- 12.3.4 Matters which will be used to evaluate a unit member will be brought to the attention of the unit member in writing within a reasonable period of time following the dates the administration first becomes aware of such facts.
- 12.3.5 A unit member shall be entitled to have a representative of his/her choice present when s/he is subject to disciplinary action which results in a written reprimand. After a request for such representation is made, any conference will be held within a period of time not to exceed five (5) school days in order that such a representative may have an opportunity to be present. Nothing in these procedures exempts the unit member from the basic responsibilities as described in his/her job description.

12.4	Important Dates	Requirements
	November 15	Evaluation system explained to all appropriate unit members and distribution of necessary forms.
		Preliminary evaluation conference to develop goals elements and planned activities.
	End of First Quarter	Report of Observation completed for appropriate unit members.
	End of Second Quarter	Report of Observation completed for appropriate unit members.
	No Later than May 31	Final evaluation conference.
	June 15	Necessary forms filed in Certificated Human Resources office.

ARTICLE 14: WAGES AND ITEMS RELATED TO WAGES

14.1 Salary - Counselors

Effective September 1, 2009, the 2009-10 Counselor's Salary Schedule shall remain the same as the 2008-09 Counselor's Salary Schedule, and is hereby incorporated into this Agreement as appendix B.

If the District determines that between March 1, 2010, and March 15, 2010, that it will file a 2nd Interim Report with a "qualified certification", the District may request and APGA will agree to re-open negotiations for salary for the 2009-10 school year. District and APGA agree that six and a half (6.5) furlough days will be applied to the 2010-2011 school calendar reducing the counselor's work year from 198 days to 191.5 days. The 2009-2010 Counselor Salary Schedule will be reduced by an amount equivalent to the reduction in the work year and will result in the 2010-2011 Salary Schedule and is hereby incorporated into this Agreement as Appendix B-1. The 2009-2010 Salary Schedule is included as Appendix B-2.

The District may reopen negotiations for 2010-2011, if any changes negatively impact the District's federal and/or state revenue funding levels by \$1 million or more, including but not limited to the District's 2009-2010 base revenue limit of \$5,729.59, categorical funding and applicable categorical flexibility provisions in the state budget act, deficit factor, state apportionment deferrals, and/or state mandates.

APGA may reopen negotiations for 2010-2011 to reduce the furlough days, if any changes which positively impact the District's federal and/or state revenue funding levels by \$1 million or more, including but not limited to the District's base revenue limit, categorical funding and applicable categorical flexibility provisions in the state budget act, deficit factor, state apportionment deferrals, and/or state mandates.

14.2 <u>Salary - Extra-Service Pay</u>

Extra-Service Pay specific to Counselors is hereby incorporated as Appendix C of this Agreement.

Extra Service Pay shall be expressed as a percent of Column II, Step 1 of the <u>2009-2010</u> Teachers' Salary Schedule and the amount will increase as the Teachers' Salary Schedule increases (refer to the Extra Service Pay Schedules for teachers).

Leadership Positions will be paid monthly with contract pay. Duties assigned are within the scope of the school day.

14.3 Salary Schedule Placement Advancement and Structure

14.3.1 Salary Schedule

Counselors who hold or qualify for the Pupil Personnel Services Credential, General Pupil Personnel Services Credential, or Standard Designated Services Credential with specialization in Pupil Personnel will be placed on and advanced on the salary schedule as follows:

- 14.3.1.1 Column I: Bachelor's Degree plus 30 semester hours
- 14.3.1.2 Column II: Bachelor's Degree plus 45 semester hours or Master's Degree
- 14.3.1.3 Column III: Bachelor's Degree plus 60 semester hours including Master's Degree or Doctorate

14.3.2 Initial Salary Placement

Whenever a candidate is recommended for election, tentative placement on the salary schedule is made by the Assistant Superintendent of Human Resources, based on the evidence of experience and training submitted in the application materials. Final placement on the salary schedule is made when completed official college transcripts (due November 1) and written evidence of experience have been received.

If a unit member fails to furnish such written evidence, the member's contract will be rewritten to reflect correct column and step placement and appropriate amounts sufficient to correct the salary error will be deducted from future salary warrant(s).

Effective July 1, 2007, a maximum of six (6) years of credit for approved teaching or counseling outside the District shall be allowed at the rate of one step for one year of service.

Credit for credentialed service outside the District shall be allowed at the rate of one step for one year of comparable service, but in no case shall placement be made above step 7. Credit for credentialed experience in an accredited private school will be allowed. All previous experience shall be verified by official statements from previous employers.

- 14.3.3 All degrees and credits earned must be from accredited colleges or universities. For purposes of this section, accredited institutions shall be listed in the American Association Collegiate Registrar Admissions (AACRA), Council on Post Secondary Accreditation (COPA), or Association of American Education.
- 14.3.4 For initial placement, all semester hours must be upper division or graduate level and earned after the Bachelor's Degree.
- 14.3.5 Any unit member with fifteen (15) complete years of continuous service in the District shall be placed on Step 16 of the salary schedule.
- 14.3.6 Any unit member with twenty (20) complete years of continuous service in the District shall be placed on Step 21 of the salary schedule.

- 14.3.7 Any unit member with twenty-five (25) complete years of continuous service in the District shall be placed on Step 26 of the salary schedule.
- 14.3.8 An additional annual stipend of \$2000 will be paid for an earned doctoral degree from an accredited university. For purposes of this section, accredited institutions shall be listed in the American Association of Collegiate Registrar Admissions (AACRA), Council on Post Secondary Accreditation (COPA), or Association of American Education.

14.3.9 Vertical Movement

All qualified unit members shall advance one (1) vertical step on the salary schedule for each year of service, except those whose placement is at the maximum step.

Regular full-time unit members, who in any one school year, are in paid status for at least seventy-five percent (75%) of the work days designated for the affected position, shall be deemed to have earned a year of experience credit.

Part-time unit members, who in any two consecutive school years, are in paid status for at least seventy-five percent (75%) of the work days designated for the affected position, shall be deemed to have earned a year of experience credit.

14.3.10 Horizontal Movement

A notice of intent to change columns on the salary schedule shall be filed in the Certificated Personnel Office no later than March 15 of any school year. Contracts will be rewritten only after the unit member submits to the Certificated Personnel Office, prior to November 1, written proof of semester units completed or degree earned. Failure to meet either of these deadlines will preclude a column change that year.

Course credit for salary placement and movement shall be given only for lower division, upper division or graduate course work taken at four-year colleges, universities or graduate schools which are accredited by a regional accrediting commission.

- 14.3.10.1 After employment and placement on the salary schedule under adopted policy, the following guidelines will be used in crediting courses for salary schedule column advancement.
 - 14.3.10.1.1 Lower division, upper division or graduate courses that meet any of the five criteria listed below may be credited with prior approval of the principal and the Director, Human Resources. In order to be eligible to use lower division course credit for salary schedule advancement, a "Request for Lower Division Credit" must be submitted through the Director, Human

Resources, at least three weeks prior to the start of class. The Director, Human Resources, will respond to the applicant within two weeks.

14.3.10.2 Criteria for courses accepted for salary advancement:

- 14.3.10.2.1 A subject directly related to the current or proposed assignment.
- 14.3.10.2.2 A subject directly related to a unit member's teaching major or minor.
- 14.3.10.2.3 A subject directly related to an advanced degree in professional education or in a subject area.
- 14.3.10.2.4 A subject required by a California credential evaluation or renewal.
- 14.3.10.2.5 Courses required for obtaining an additional teaching assignment major or minor.
- 14.3.10.3 Evidence of satisfactory completion of course must be submitted to the Assistant Superintendent of Human Resources, prior to November 1.
- 14.3.10.4 The burden of proof of training, experience, possession of credentials and other required documents shall lie with the unit member, both for initial placement and for subsequent reclassification. Any error in classification which is due to action or inaction on the part of the unit member shall be corrected as soon as the error is verified, but salary adjustments shall be retroactive during the current school year only.

14.3.11 Salary Schedule Credit

Full salary schedule credit shall be granted for overseas teaching and Peace Corps teaching. Full salary schedule credit up to six years shall be granted to all counselors newly employed in the District for credentialed teaching or counseling experience gained prior to employment in the Anaheim Union High School District.

The Superintendent may recommend salary schedule credit for experience gained which is related to counseling.

14.4 Extra Duty

Unit members who serve in supervisory assignments at athletic events, dances, plays, and other after-school and evening school sponsored events do so for the benefit of students, the curriculum and job effectiveness. When made possible by generation of

funds by school-sponsored events, school based personnel may be compensated in accordance with salary schedules established at each school.

14.5 Travel Expenses

Any unit member traveling to an authorized convention, meeting, conference, or visitation within 100 miles of the District, shall use a District vehicle when available. When no District vehicle is available, the unit member shall be reimbursed at the IRS allowable rate per mile. When the conference, convention, or meeting is over 100 miles and the unit member elects to drive his/her personal car in lieu of using commercial transportation, the unit member will be reimbursed at the amount paid for lowest fare charged for commercial air transportation.

Unit members required to drive their personal automobiles in the course of their work shall be reimbursed for such use at the IRS rate with prior approval of their supervisor.

14.6 Part-Time Employment

It is the policy of the Board of Trustees of the Anaheim Union High School District to provide unit members of this District with the opportunity to phase in their retirement by reducing their workload from full-time to part-time duties while maintaining full retirement benefits pursuant to Education Code Section 22724. This reduced workload shall be authorized upon request of any full-time certificated unit member subject to the following conditions:

- 14.6.1 The unit member must have reached the age of fifty-five (55) years prior to reduction in workload.
- 14.6.2 The unit member must have at least ten (10) years of full-time employment in this District in a position requiring certification, of which the immediately preceding five (5) years were full-time employment; and currently earning a salary equivalent to Column I, Step 7, or more.
- 14.6.3 The minimum part-time employment shall be one-half (1/2) of the number of days of service required by the unit member's contract of employment during the final year of service in a full-time position. The term "one-half" means full-time for one-half the days required for the individual's position classification.
- 14.6.4 Only unit members who do not hold positions with salaries above that of the school principals are eligible for this reduced workload-retirement benefits program.
- 14.6.5 The option of part-time employment and full retirement benefits must be exercised on an annual basis.
- 14.6.6 The unit member who elects a reduced workload in accordance with the conditions of this section shall be paid a salary which is the pro rata share of the salary that would be earned if the request for part-time employment had not been made, and shall retain all other rights and benefits of full employment,

provided the unit member elects to contribute to the Teachers' Retirement Fund the amount that would have been contributed if employment was on a full-time basis. If the unit member elects to contribute the full-time employment share to the Teachers' Retirement Fund, the District shall also do the same to assure full-time employment retirement allowance.

- 14.6.7 The District reserves the right to deny granting a reduced workload to any unit member if doing so would create a staffing problem.
- 14.6.8 No unit member shall be entitled to receive retirement credit for more than five (5) years service under this section.

14.7 Hourly Rate of Pay

Unit members selected by the District to perform certificated hourly paid duties shall receive an hourly rate of pay equal to the previous Summer's Summer School pay. The new hourly rate of pay shall become effective the first day after the end of the regular year.

ARTICLE 20: DURATION

This Agreement shall remain in full force and effect through August 31, 2011 and shall continue in effect day-to-day until such time as a new or modified agreement is ratified by both parties.

DATED:

4/29/10

ANAHEIM UNION HIGH SCHOOL DISTRICT

ANAHEIM PERSONNEL AND GUIDANCE ASSOCIATION

By: Russell L

Russell Lee-Sung Assistant Superintendent Human Resources Lisa Rockwell

Co-President

Patricia Montelongo

Co-President

<u>Anaheim Union High School District</u> 2010-2011

Student/Teacher Calendar

	Ju	ly 20	10	·	November 2010			March 2011						
			1	2	1	2	3	4	5		1	2	3	4
5*	6	7	8	9	8	9	10	11*	12	7	8	9	10	11
12	13	14	15	16	15	16	17	18	19	14	15	16	17	18
19	20	21	22	23	22	23	24	25*	26*	21	22	23	24	25
26	27	28	29	30	29	30				28	29	30	31	
	Aug	ust 2	010			Dece	mber	· 2010)		Ar	oril 20)11	
2	3	4	5	6			1	2	3					1<
9	10	11	12	13	6	7	8	9	10	4	5	6	7	8*
16	17	18	19	20	13	14	15	16	17	11	12	13	14	15
23	24	25	26+	27+	20	21	22	23*	24*	18	19	20	21	22
₹30,}	31				27	28	29	30*	31*	25	26	27	28	29
5	Septe	mber	2010)		Jan	anuary 2011 May 2011							
		1	2	3	3	4	5	6	7	2	3	4	5	6
6*	7	8	9	10	10	11	12	13	14	9	10	11	12	13
13	14	15	16	17	17*	18	19	20	21	16	17	18	19	20
20	21	22	23	24	24	25	26	27<	28+	23	24	25	26	27
27	28	29	30		31					30*	31			
	Octo	ber 2	2010			Febr	uary	2011			Ju	ne 20)11	
				1		1	2	3	4			1	2	3
4	5	6	7	8	7	8	9	10	11	6	7	8	9	10
11++	12	13	14	15	14*	15	16	17	18	13	14	15<	<u>16+</u>	<u>17</u>
18	19	20	21	22	21*	22	23	24	25	<u>20</u>	<u>21</u>	<u>22</u>	23	24
25	26	27	28	29<	28					27	28	29	30	

£~~3	School Begins	Quarter	Days			Date	es	
2	•	1	43	Aug	30		Oct	29
	Non-Student/Non-Teacher Day	2	47	Nov	1		Jan	27
•	Holidays	3	43	Jan	30		Apr	1
+	Teacher Day; No Students	4	47	Apr	11		Jun	15

++ Staff Development Day – No students (All HS/Lexington)
Regular School day - All JHS (Except Lexington)

180 Student Days 185 Teacher Days

End of the Quarter or Semester
 And Minimum Day for Students

Underlined Days (June 16-22) are subject to change to regular school days if it becomes necessary to bring the total school days up to State minimum.

Progress Reports Due at 8:30 a.m. at the site on: October 1
December 10
March 4
May 13

Grades Due at 8:00 a.m. at the site on:
November 3
February 2
April 13
June 16

Board of Trustees: Approved 3/3/10

<u>Anaheim Union High School District</u> 2011-2012

Student/Teacher Calendar

	Ju	ly 20	11			Nove	mbei	r 201 1			Ма	rch 2	012	
				1		1	2	3	4				1	2
4*	5	6	7	8	7	8	9	10	11*	5	6	7	8	9
11	12	13	14	15	14	15	16	17	18	12	13	14	15	16
18	19	20	21	22	21	22	23	24*	25*	19	20	21	22	23
25	26	27	28	29	28	29	30			26	27	28	29	30<
	Aug	ust 2	2011			Dece	mber	2011			Αŗ	oril 20)12	
1	2	3	4	5				1	2	2	3	4	5	6*
8	9	10	11	12	5	6	7	8	9	9	10	11	12	13
15	16	17	18	19	12	13	14	15	16	16	17	18	19	20
22	23	24	25+	26+	19	20	21	22	23	23	24	25	26	27
293	30	31			26*	27*	28	29	30	30				
S	Septe	mber	2011			Jan	uary	2012		May 2012				
			1	2	2*	3*	4	5	6		1	2	3	4
5*	6	7	8	9	9	10	11	12	13	7	8	9	10	11
12	13	14	15	16	16*	17	18	19	20	14	15	16	17	18
19	20	21	22	23	23	24	25	26<	27+	21	22	23	24	25
26	27	28	29	30	30	31				28*	29	30	31	
	Octo	ber 2	2011			Febr	uary	2012		June 2012				
3	4	5	6	7			1	2	3					1
10++	11	12	13	14	6	7	8	9	10	4	5	6	7	8
17	18	19	20	21	13*	14	15	16	17	11	12	13<	<u>14+</u>	<u>15</u>
24	25	26	27	28<	20*	21	22	23	24	<u>18</u>	<u>19</u>	<u>20</u>	21	22
31					27	28	29			25	26	27	28	29

£	School Begins	Quarter	<u>Days</u>			Date	es	
~~~	•	1	43	Aug	29		Oct	28
	Non-Student/Non-Teacher Day	2	47	Oct	31		Jan	26
	Holidays	3	43	Jan	30		Mar	30
+	Teacher Day; No Students	4	47	Apr	9		Jun	13

++ Staff Development Day – No students (All HS/Lexington)
Regular School day - All JHS (Except Lexington)

180 Student Days 185 Teacher Days

End of the Quarter or Semester
 And Minimum Day for Students

Underlined Days (June 14-20) are subject to change to regular school days if it becomes necessary to bring the total school days up to State minimum.

Progress Reports Due at 8:30 a.m. at the site on:
September 30
December 9
March 2
May 11

Grades Due at 8:00 a.m. at the site on: November 2 February 1 April 11 June 14

**Board of Trustees: Approved 3/3/10** 

## ANAHEIM UNION HIGH SCHOOL DISTRICT 2010/2011 COUNSELOR SALARY SCHEDULE

		BA + 45 or	BA + 60 & MA or
	_	MA	Doctorate
STEPS	l	[]	111
1	53,218	57,738	62,914
2	56,198	60,724	65,891
3	59,185	63,702	68,879
4	62,163	66,687	71,866
5	65,152	69,671	74,849
6	68,135	72,660	77,828
7	71,118	75,643	80,819
8	74,106	78,623	83,804
9	77,090	81,614	86,791
10	80,077	84,599	89,780
11	83,067	87,590	92,758
LONGEVITY (	Years of Continuo	us Credentialed S	ervice in AUHSD)
16	87,378	91,901	97,069
21	89,536	94,059	99,227
26	93,082	97,605	102,773

Doctorate: \$2,000

Miscellaneous Rate of Pay: \$41.13 (\$40.00 effective 6/17/10)

<u>Initial Salary Placement</u>: Initial placement for years of experience is based on the following:

- 1. A maximum of six (6) years of experience as a credentialed public school employee (excluding emergency permits and internship credentials), having worked a minimum of 75% of each work year.
- 2. A maximum of six (6) years experience as a credentialed private school employee (excluding emergency permits and internship credentials), in a WASC accredited private school, having worked a minimum of 75% of each work year.

Years Experience	<u>Placement</u>
1	2
2	3
3	4
4	5
5	6
6 or more	7

**Board of Trustees** 

Effective: July 1, 2010

**APPENDIX B-1** 

## ANAHEIM UNION HIGH SCHOOL DISTRICT 2009/2010 COUNSELOR SALARY SCHEDULE

		BA + 45 or MA	BA + 60 & MA or Doctorate
STEPS		II	III
1	55,024	59,698	65,049
2	58,105	62,785	68,128
3	61,194	65,864	71,217
4	64,273	68,951	74,305
5	67,363	72,036	77,390
6	70,448	75,126	80,470
7	73,532	78,211	83,562
8	76,621	81,292	86,649
9	79,707	84,384	89,737
10	82,795	87,471	92,827
11	85,886	90,563	95,906
LONGEVITY (Years of Continuous Credentialed Service in AUHSD)			
16	90,197	94,874	100,217
21	92,355	97,032	102,375
26	95,901	100,578	105,921

Doctorate: \$2,000

Miscellaneous Rate of Pay: \$39.55 (\$41.13 effective 6/19/08)

<u>Initial Salary Placement</u>: Initial placement for years of experience is based on the following:

- 1. A maximum of six (6) years of experience as a credentialed public school employee (excluding emergency permits and internship credentials), having worked a minimum of 75% of each work year.
- 2. A maximum of six (6) years experience as a credentialed private school employee (excluding emergency permits and internship credentials), in a WASC accredited private school, having worked a minimum of 75% of each work year.

Years Experience	<u>Placement</u>
1	2
2	3
3	4
4	5
5	6
6 or more	7

Board of Trustees December 10, 2009 Effective: July 1, 2009

## MEMORANDUM OF UNDERSTANDING Staff Development Work Schedule

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

- 1. That the beginning of each school year is critically important to counselors because of registration of students, especially new students.
- 2. That counselor's will be excused from the teacher staff development meetings which are held prior to the first student day.
- That this does not include important faculty meetings or department chair meetings.
- 4. Principals and school counselors are encouraged to confer prior to August 15 of each year to arrange the specifics for each campus.
- 5. This agreement shall sunset on August 31, 2011.

Dated: 4/29/10	
For the District:	For the Association:
	Sandra Alle
Joseph M. Farley, Ed.D. Superintendent	Sandra Allen Lead Negotiator

**APPENDIX F** 

### MEMORANDUM OF UNDERSTANDING JOB SHARING

#### For School Year 2009-2010-2011

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

1. Job sharing shall refer to two (2) unit members on regular contracts sharing one (1) counseling assignment.

#### 2. Procedures

- 2.1 Requests or applications for a job-sharing assignment for the following school year shall be filed with the District and the site principal no later than March 1.
- 2.2 A request or application for job-sharing must include a proposal specifying how the employees will fulfill the responsibilities and duties of the position. Such proposal must be sent to Human Resources and the site principal.
- 2.3 The Assistant Superintendent of Human Resources shall approve or deny requests or applications and notify, in writing, the applicants of his/her decision by May 1.
- 2.4 Upon approval of a job share, the Assistant Superintendent of Human Resources shall draw up an agreement outlining the specific expectations, work days/hours, salary and benefits information for each of the job share participants.
- 2.5 Shared contracts shall be entered into for a period of one year. These contracts may be renewed annually with the approval of the Assistant Superintendent of Human Resources and the site principal.
- 2.6 In the event the job share agreement is not meeting the needs of the school and the students, the District and site principal may revoke the job share agreement at any time after providing a two week notice to the job share participants. It is expected that the Assistant Superintendent of Human Resources or site principal provide an opportunity to rectify concerns prior to revoking the agreement.
- 3. Notwithstanding other provisions of this Agreement, job-sharing unit member's wages, statutory benefits (if applicable) and paid leaves shall be prorated relative to the actual time worked. In no event shall the total amount of the health and welfare benefits for the job-sharers exceed the amount the District would have paid if the position had not been shared.

#### **APPENDIX G-1**

This agreement does not supersede any previous written agreement made between job-sharing unit members and the District pertaining to the distribution of health and welfare benefits.

4. Salary Schedule Advancement

In order to advance on the counselor salary schedule the individual or individuals in the job share must work a minimum of 75% of the 198-191.5 counselor work days, which is a total of 149-144 or more days within two consecutive school years. If a work year is adjusted due to furlough days, the unit member must work a minimum of 75% of the work days within the two consecutive years.

- 5. Return to Full-Time Assignment
  - 5.1 If a unit member on a regular contract is in a job-sharing assignment and elects to return after the first year to full-time counseling, the unit member will be returned to his/her original school if a position is available for which the unit member is qualified.
  - 5.2 If a unit member on a regular contract is in a job-sharing assignment for more than one (1) year and elects to return to full-time counseling, the unit member will be assigned to the first available full-time counseling position for which the unit member is qualified.
  - 5.3 If a job sharing unit member decides to end his/her job share agreement and return full time, the other unit member must return full-time or resign his/her position.
- 6. Prior to any layoff and/or reduction in force, the District shall advertise to all unit members, for a thirty (30) day period, that the opportunity exists to participate in job sharing.

This Memorandum of Understanding is not subject to the grievance language in the contract nor shall it be deemed as precedent setting or develop a District practice. This agreement sunsets on August 31, 20102011.

For the District:	For the Association:
	Sandra Alle
Joseph M. Farley, Ed.D.	Sandra Allen
Superintendent	Lead Negotiator

**APPENDIX G-2** 

#### REGIONAL OCCUPATIONAL PROGRAM COUNSELOR STIPEND

#### <del>2008-2009</del>

This memorandum of understanding stipulates an agreement between the Anaheim Union High School District and the Anaheim Personnel Guidance Association (APGA) to discuss the possibility of an ROP counselor stipend if additional categorical or grant money specific to ROP is identified.

This agreement sunsets on June 30, 2010.

Dated:12/11/09	=	
For the District:	For APGA:	
Russell Lee Sung Assistant Superintendent Human Resources	Sandra Allen Lead Negotiator	

**APPENDIX H** 

#### 504 PLANS

This memorandum of understanding stipulates an agreement between the Anaheim Union High School District and the Anaheim Personnel Guidance Association to develop recommended guidelines regarding the counselors' role in the development and/or implementation of 504 Plans for students. The District and APGA agree that the District will make these recommendations by June 2010.

Thic	arcomo	at cuncate	CO LUD	<u> </u>
THIS	adreeme	it sunsets	on Jun	e <del>30, 2010.</del>
				•

Dated:12/11/09	<u>=</u>	
For the District:	For APGA:	
Russell Lee-Sung Assistant Superintendent Human Resources	Sandra Allen Lead Negotiator	AN AN TABLET 1 -

**APPENDIX I** 

#### 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 prior service to District (i.e. teacher, instructional aide, coach, etc.)
- 5. If the criterion above does not break a tie, a lottery will be used to determine who 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, 2011.

Dated: 4/29/10

For the District:

Russell Lee-Sung Assistant Superintendent Human Resources For APGA:

Sandra Allen Lead Negotiator

**APPENDIX H** 

### 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.
- 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 surplused 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 prior service to District (i.e. teacher, instructional aide, coach, etc.)
- 5. If the criterion above does not break a tie, a lottery will be used to determine who will be reassigned.

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, 2011.

Dated: 4 39

For the District:

Russell Lee-Sung Assistant Superintendent

**Human Resources** 

For APGA:

Sandra Allen Lead Negotiator

## MEMORANDUM OF UNDERSTANDING

## Between the

## Anaheim Union High School District (AUHSD)

## And the

## Anaheim Personnel and Guidance Association (APGA)

## **Health & Welfare**

The District and APGA are committed to pursuing cost savings measures within the Insurance Committee and to maintain quality health care for all employees.

The District agrees to contribute towards the increased costs of Health and Welfare benefits above the limits set in the current contract for the 2011 calendar year. If the increase is greater than the current cost projection of \$3.42 million for all District employees, or cost savings measures do not meet the target of \$950,000, the District and APGA may agree to re-open negotiations.

This agreement is dated: April 29, 2010

For the District:

For the Association:

Russell Lee-Sung Assistant Superintendent

**Human Resources** 

Sandra Allen Lead Negotiator

## **MEMORANDUM OF UNDERSTANDING**

## Between the

## Anaheim Union High School District (AUHSD)

## And the

## Anaheim Personnel and Guidance Association (APGA)

## **Early Retirement Incentive**

The District will offer an early retirement incentive to APGA unit members during the current school year 2009-2010 for unit members retiring effective June 17, 2010. Approval of this program is contingent upon meeting the minimum number of participating unit members, savings to the district and Board approval.

This agreement sunsets on June 30, 2010.

This agreement is dated: April 29, 2010

For the District:

For the Association:

Russell Lee-Sung

Assistant Superintendent

Human Resources

Sandra Allen Lead Negotiator

Spec. Est. 4/01/10

## **OUTREACH TEACHER, LEARNING CENTER**

## **DEFINITION**

Under the direction and supervision of an Administrator in the Education Division, provides high quality instruction and support to adolescents in non-traditional secondary school settings.

## **ESSENTIAL DUTIES**

The classification specification does not describe all duties performed by all incumbents within the class. This summary proves examples of typical tasks performed in this classification.

Adheres to State and District compliance requirements; prepares and delivers standards-based lessons in a multi-grade setting; assesses student learning on a regular basis and modifies instruction to meet student academic needs; differentiates instruction for students, while closing the gap between student performance and grade level standards; develops goals and objectives for students enrolled in the program and monitors completion of these goals; counsels students as to educational and vocational objectives; participates in school/program placement procedures for students; motivates students, including student rapport and a variety of instructional strategies; maintains a structured, positive learning environment; participates in professional development and collaborative planning to increase instructional skills and improve overall program quality; conducts regular home visits.

Utilizes technology as an instructional tool to motivate learning and close achievement gaps; maintains attendance records, pupil assessment records, transcripts, and other reports as required.

Maintains personal contact between school and other professional persons concerned with the students welfare; collaborates with a variety of individuals and agencies as it relates to student support; establishes and maintains clear communication and cooperative working relationships with a variety of educators and groups.

## MINIMUM QUALIFICATIONS

## Education:

Bachelor's Degree from an accredited college or university with major course work in education.

Credential: Must possess a valid California Single Subject Teaching Credential authorizing Math or English is preferred. Science and Social Studies will be considered. Must possess authorization to teach English Language Learners.

## Experience

Three years of successful secondary teaching experience.

## **Licenses and Other Requirements:**

Must possess a valid California driver's license issued by the State Department of Motor Vehicles.

## **EMPLOYMENT STANDARDS**

## **KNOWLEDGE OF:**

Core academic subjects is required;

California's K-12 Content Standards and expectations for student proficiency; Effective instructional practice including strategies for active student engagement, differentiating instruction and formative, student-involved assessment.

## ABILITY TO:

Analyze student assessment data, evaluate student needs; provide targeted instruction to meet student needs;

Establish and maintain trusting relationships with students;

Establish and maintain cooperative and professional working relationships with individuals, groups and public and private agency personnel;

Motivate, challenge and guide others in the improvement of educational programs and student services;

Coordinate educational program with the Department of Health and Human Services and Probation;

Conceptualize new ides and approaches, and integrate them into a coherent program; Maintain and improve professional skills and knowledge.

## PHYSICAL DEMANDS

Employees in this classification occasionally lift, carry, push and/or pull, stoop, kneel, crouch, reach, handle, and/or feel; operate a telephone and enter data into a computer; sit at a desk, conference table or in meetings of various configurations for extended periods of time; see and read, with or without visual aids, laws and codes, rules, policies and other printed matter, and computer screens and printouts; hear and understand speech at normal room levels and to hear and understand speech on the telephone; speak in audible tone so that others may understand clearly in normal conversation, in training sessions, and other meetings; drive an automobile; determine and differentiate colors.

## **WORK ENVIRONMENT**

Employees in this classification work in an office or school environment, with continuous contact with staff and representatives of other agencies.

Spec. Est. 4/01/10

## **OUTREACH COUNSELOR, LEARNING CENTER**

## **DEFINITION**

Under the direction and supervision of an Administrator in the Education Division, provides high quality support to adolescents in non-traditional secondary school settings; provides informational services to pupils and parents that will assist the pupil in making appropriate decisions relative to the pupil's school program, and the pupil's relationship with teachers, and decisions outside of the school setting; performs related duties as assigned.

## **ESSENTIAL DUTIES**

The classification specification does not describe all duties performed by all incumbents within the class. This summary proves examples of typical tasks performed in this classification.

Counsels with students individually and in groups; assists students in developing decision making skills, formulating realistic goals, and making educational and career plans and choices; works closely with support and special education students; conducts educational planning through articulations, orientation and program placement; serves as a resource person in curriculum planning; adheres to State and District compliance requirements; coordinates and serve as a member of the Student Study Team to assist in developing and monitoring individual student success plans; participates/coordinates in IEP and 504 meetings; communicates with 12th grade "at risk" students and parents regularly; provides input and assists in the creation and implementation of the master agreement.

Acts as facilitator/consultant for teachers, students, and parents regarding problems of educational development and special student needs; identifies and arranges for the provision of special school or community programs and services to students and their families; conducts regular home visits; ensures integrity of student records and files; serves as a student advocate; maximizes the effectiveness of the Counselor, Alternative Education within the guidance profession through participation in professional meetings and professional growth experience; facilitates cooperative interrelationships between the school and the community, providing information and services, and encouraging open communication and involvement; develops, implements, and supervises systems and procedures for disseminating information regarding college and other training institutions, including entrance requirements, program offerings, scholarships and financial aid; disseminates educational and vocational information.

## MINIMUM QUALIFICATIONS

## Education:

Credential: Master's degree with a California Pupil Personnel Services (School Counseling) credential authorizing services in grades 7-12.

## Experience

Three years of successful experience at the Middle School or High School level is preferred.

## Licenses and Other Requirements:

Must possess a valid California driver's license issued by the State Department of Motor Vehicles.

## **EMPLOYMENT STANDARDS**

## KNOWLEDGE OF:

Laws, regulations and procedures related to counseling functions; California's K-12 Content Standards and expectations for student proficiency; District and State graduation requirements.

## **ABILITY TO:**

Perceive and be sensitive to the needs and characteristics of a multicultural community; Work cooperatively with representatives of the schools, law enforcement and social service agencies;

Communicate adequately to represent the school district in public meetings;

Analyze student assessment data;

Evaluate student needs:

Provide guidance to meet student needs;

Establish and maintain trusting relationships with students;

Establish and maintain cooperative and professional working relationships with individuals; groups, and public and private agency personnel;

Motivate, challenge and guide others in the improvement of educational programs and student services;

Conceptualize new ideas and approaches, and integrate them into a coherent program; Maintain and improve professional skills and knowledge.

## PHYSICAL DEMANDS

Employees in this classification occasionally lift, carry, push and/or pull, stoop, kneel, crouch; reach, handle, and/or feel; operate a telephone and enter data into a computer; sit at a desk, conference table or in meetings of various configurations for extended periods of time; see and read, with or without visual aids, laws and codes, rules, policies and other printed matter, and computer screens and printouts; hear and understand speech at normal room levels and hear and understand speech on the telephone; speak in audible tones so that others may understand clearly in normal conversations, in training sessions, and other meetings; drive an automobile; and determine and differentiate colors.

## **WORK ENVIRONMENT**

Employees in this classification work in an office or school environment, with continuous contact with staff and representatives of other agencies.

Spec. Est. 4/01/10

## **OUTREACH CURRICULUM SPECIALIST, LEARNING CENTER**

## **DEFINITION**

Under the direction and supervision of an Administrator in the Education Division, implements and maintains alternative student programs and services in conformance with district and state objectives.

## **ESSENTIAL DUTIES**

The classification specification does not describe all duties performed by all incumbents within the class. This summary proves examples of typical tasks performed in this classification.

Coordinates operations among alternative schools and/or programs for the purpose of improving student academic success and ensuring district objectives are achieved and resources are effectively utilized; collaborates with others (e.g. school personnel, district administrators, parents, students, community organizations, etc.) for the purpose of implementing and/or maintaining alternative services and/or programs; conducts regular home visits.

Manages and evaluates a wide variety of program components for the purpose of delivering services that conform to established guidelines and regulations; monitors fund balances of assigned programs and related financial activity for the purpose of ensuring that allocations are accurate, related revenues are within budget limits and/or fiscal practices are followed; monitors projects, grants and programs for the purpose of ensuring that services comply with district, state and federal requirements; develops proposals, program improvements and grant opportunities for the purpose of meeting district goals; develops long and short-range plans/programs and annual budget for the purpose of ensuring that the district's resources are effectively utilized.

Performs personnel functions (e.g. interviewing, evaluating, supervising, etc.) for the purpose of maintaining adequate staffing, enhancing productivity of personnel and achieving objectives within budget; researches a variety of information (e.g. current practices, instructional materials, methods, curriculum guidelines, etc.) for the purpose of developing new programs and/or master plans; composes a wide variety of documents in written and electronic formats (e.g. reports, memos, letters, policies, etc.) for the purpose of documenting activities, providing written reference and/or conveying information; participates in meetings, workshops and seminars for the purpose of conveying and/or gathering information required to perform functions; performs other related duties, as assigned, for the purpose of ensuring an efficient and effective work environment.

## **MINIMUM QUALIFICATIONS**

## **Education:**

Bachelor's Degree from an accredited college or university with major course work in education.

Credential: Must possess a valid California Teaching Single Subject Teaching Credential authorizing Math or English is preferred. Science and Social Studies will be considered. Must possess a valid California Administrative Services Credential.

## Licenses and Other Requirements:

Must possess a valid California driver's license issued by the State Department of Motor Vehicles.

## **EMPLOYMENT STANDARDS**

## **KNOWLEDGE OF:**

Instructional strategies and approaches; Principles of alternative education; Budget preparation; Concepts of grammar and punctuation; Health standards and hazards; Stages of student development.

## ABILITY TO:

Organize a number of activities, meetings, and/or events;

Routinely gather, collate, and/or classify data;

Consider a number of factors when using equipment;

Independently work with others in a wide variety of circumstances;

Analyze data utilizing defined but different processes;

Work with a significant diversity of individuals and/or groups;

Work with data of widely varied types and/or purposes;

Utilize job-related equipment;

Analyze issues and create action plans;

Adapt to changing work priorities;

Communicate with diverse groups;

Meeting deadlines and schedules setting priorities;

Work with detailed information/data;

Work with frequent interruptions;

Exercise leadership through the use of organizational, supervisory, and interpersonal skills; Review and interpret highly technical information, write technical materials, and/or speak persuasively to implement desired actions;

Analyze situations to define issues and draw conclusions.

## **PHYSICAL DEMANDS**

Employees in this classification occasionally lift, carry, push, and/or pull, stoop, kneel, crouch, crawl, reach, handle, feel and significant fine finger dexterity; manual dexterity to operate a telephone and enter data into a computer; sit at a desk, conference table or in meetings of various configurations for extended periods of time; see and read, with or without visual aids, laws and codes, rules, policies and procedures, computer screens, computer printouts and all other printed matter; hear and understand speech at normal room levels and to hear and understand speech on the telephone; speak in audible tones so that others may understand clearly in normal conversations, in training sessions, and other meetings; drive an automobile; determine and differentiate colors.

## **WORK ENVIRONMENT**

Employees in this classification work in an office or school environment, with continuous contact with staff and representatives of other agencies.

Print Form

## 2009-2010 Quarterly Report on Williams Uniform Complaints [Required by Education Code section 35186]

EXHIBIT O

Distric					
Person	completing this form:	Russell Lee-Sung			
Title:	Assistant Superintendent,	Human Resources			
	C Quarter #1 J	uly 1 to September 30, 2009	Report due b	y October 30, 20	09
	Quarter #2	October 1 to December 31, 2009	Report due b	y January 29, 20	10
	☐ Quarter #3  ☐ J	anuary 1 to March 31, 2010	Report due b	y April 30, 2010	
	Quarter #4	April 1 to June 30, 2010	Report due b	y July 30, 2010	
Dat	te for information to be	reported publicly at governing	board meeting:	April 29, 2010	
Plea	ase check the box that a	applies:			
×	No complaints were filed	with any school in the district during th	he quarter indicated	above.	
Γ	Complaints were filed wit nature and resolution of t	h schools in the district during the qua hese complaints.	arter indicated above	. The following chart	summarizes the
	General St	ıbject Area	Total # of Complaints	# Resolved	# Unresolved
Т	extbook and Instruct	ional Material	0		
To	eacher Vacancy or Mi	sassignment	0		
Fa	acility Conditions		0		
ł	AHSEE Intensive Insti ligh school districts only.	ruction & Services All other districts answer N/A)	0		
		TOTALS	0		
					<u> </u>
Print	name of Superintender	nt: Joseph M. Farley, Ed.D.			
Signa	nture of Superintendent	<b>:</b>		Da	te:
	Please submit to:	Karol Gartner Senior Administrative Assistant 200 Kalmus Drive, <i>B-1009</i>	ı		

P.O. Box 9050, Costa Mesa, CA 92628-9050 (714) 966-4336 or fax to: (714) 549-2657

CALIFORNIA DEPARTMENT OF EDUCATION Secondary, Career, and Adult Learning Division CDE 100 (12/09)

**DUE DATE: May 1, 2010** 

## Carl D. Perkins Career and Technical Education Improvement Act of 2006 APPLICATION FOR 2010–11 FUNDING

AITEIOATIO			
Local Educational Agency (LEA):		County-District (CD) Code:	
Anaheim Union High School District	t	30-66431	
Address of LEA:		Check Appropriate Box:	
501 Crescent Way		Sec. 112 - State Institutions	
P.O. Box 3520		Sec. 131 - Secondary	
Anaheim, CA 92803		Sec. 132 - Adult/ROCP	
Name of LEA Superintendent or Chief Admini	strator:		
Joseph M. Farley, Ed.D			
Allocation Amount:		Board Approval Date:	
		April 29, 2010	
\$498,710	T-1	mber: (714) 999-3585	
Name of Perkins Coordinator:	Extension:	umber: (7 14) 999-3565	
Diane Donnelly-Toscano, Ed.D	Fax Number: (714) 520-9754		
, ide.		714) 520-9754 : donnelly_d@auhsd.us	
0.2 000			
Perkins Coordinator's Address (If different from	m LEA address	s above).	
- Same as above -			
CERTIFICATION: I hereby certify that all state and that the assurances and certifications relatin the operation of this program. The funds assimplementation of our 2008–2012 local Career program that is of sufficient size, scope, and queeds of our students. This funding will supplementance, or expand our CTE programs in the 2 knowledge, the information contained in this appropriate that it is appropriately the supplementance.	ram are accepted as the conditions is application will support the acation (CTE) Plan and provide a rely address the career preparation local CTE funds and improve, of year. I certify that, to the best of my		
Printed Name of Superintendent or Designee:		Title (If not superintendent):	
Frederick Navarro, Ed.D		Asst. Supt., Education	
Signature of Superintendent or Designee:		Date:	
CALIFORNIA DEPARTME	NT OF EDUCA	ATION USE ONLY	
Reviewed and Recommending Approval:		Date:	
Final Approval:		Date:	

## SECTION I SIGN-OFF FORM FOR FEDERAL AND STATE ASSURANCES AND CERTIFICATIONS

This application is a commitment to comply with the following assurances, certifications, terms, and conditions associated with the Carl D. Perkins Career and Technical Education Improvement Act of 2006. A signature on this page confirms that the documents listed below are complete and on file in the agency and that the superintendent or an authorized designee has reviewed the documents and agrees to comply with the assurances, certifications, terms, and conditions.

The general assurances and certification are available on the CDE Web site. See page 12 of the Carl D. Perkins Career and Technical Education Improvement Act of 2006, 2010–11 Request for Application for the specific link to each assurance and certification. The complete text of program specific assurance, certification, terms and conditions can be found on pages 25–32 in the Request for Application.

- California Department of Education General Assurances (CDE-100A)
- Drug Free Workplace Certification (CDE-100DF)
- U.S. Department of Education Debarment and Suspension (ED 80-0014)
- U.S. Department of Education Lobbying (ED80-0013)
- Perkins IV Assurances and Certifications (CDE 100)
- 2010–11 Grant Conditions

**CERTIFICATION**: As the duly authorized representative of the local educational agency applying for Carl D. Perkins Career and Technical Education Improvement Act of 2006, 2010–11 funding, I have read the assurances, certifications, terms and conditions associated with this grant and I agree to comply with all requirements as a condition of funding.

Printed Name <u>Frederick Navarro, Ed.D</u>	Title	Asst. Supt., Education
Signature	_ Da	ate

## SECTION II SIGN-OFF FORM FOR REPRESENTATIVES OF SPECIAL POPULATIONS

The Carl D. Perkins Career and Technical Education Improvement Act of 2006 requires local educational agencies (LEAs) to implement strategies to overcome barriers that may be lowering special population students' rates of access to or success in career technical education (CTE) programs assisted with the funds. CTE programs must be designed to enable special population students to meet the performance level targets established for the programs. These programs must also provide the activities needed to prepare these students for high-skill, high-wage, or high-demand occupations that lead to self-sufficiency.

This form confirms that the LEA coordinators or administrators responsible for each of the programs associated with special population groups have reviewed and approved the 2010–11 Perkins IV application for funds. Each special population category **must** be signed by the LEA's designated administrator or the certificated representative responsible for that program.

Economically Disadvantaged (Title I Coordinator/Administrator)

Printed Name: Susan Stocks, Ed.D	Title: <u>Director, Special Programs</u>
Signature Signature	_ Date 1120h 30,000
Limited English Proficiency (English Learner Coordinate	or/Administrator)
Printed Name: Cheryl Quadrelli-Jones	_Title: Coordinator, EL Program
Signature	Date <u>March 27 2010</u>
Disabled (Handicapped) (Special Education Coordinator	/Administrator)
Printed Name: <u>Barbara Moore</u> , Ed.D	_Title: <u>Director, Special Youth Services</u>
Signature Daylor More	
Single Parent or Single Pregnant Women (Title IX Cool	rdinator/Administrator)
Printed Name: Frederick Navarro, Ed.D	<i>Y</i> 1
Signature Quar	_ Date March 30 solo
Gender Equity or Nontraditional Training (Title IX Coor	rdinator/Administrator)
Printed Name: Frederick Navarro, Ed.D	_ Title: <u>Asst. Supt., Education</u>
Signature	Date
Displaced Homemaker (Title IX Coordinator/Administrate Note: Required only on Section 132 (Adult) applications	or) /
Printed Name: Frederick Navarro, Ed.D	_Title <u>Asst. Supt., Education</u>
Signature Symmetry	Date nach 30,20(1)

# SECTION III: ASSESSMENT OF CAREER TECHNICAL EDUCATION PROGRAMS (CORE INDICATORS) SECONDARY

Instructions are on page 19 of the *Carl D. Perkins Career and Technical Education Improvement Act of 2006, 2010–11 Request for Application.* 

Secondary (continues on page 5)

Core Indicator	Definition	LEA Level	Level	State Level	90% or more of the State
1S1 Academic	Numerator: Number of 12 th grade CTE concentrators who have met the				20.7%
Attainment- Reading/ Language Arts	proficient or advanced level on the <b>English-language arts</b> portion of the California High School Exit Examination (CAHSEE). <b>Denominator:</b> Number of 12 th grade CTE concentrators	<u>20.79</u> %	53.08%	23.0%	⊠Yes
					200
152	Numerator: Number of 12 th grade CTE concentrators who have met the proficient or advanced level on the <b>mathematics</b> portion of the CAHSEE.				19.8%
Academic Attainment- Mathematics	<b>Denominator</b> : Number of 12 th grade CTE concentrators.	20.04%	%/8.09	22.0%	⊠ Yes
	Numerator: Number of CTE concentrators enrolled in a capstone CTE				47.7%
2S1 Technical Skill	industry-recognized certification, or passed an end of program assessment aligned with industry-recognized standards.	96.31%	94.95%	53.0%	, ⊠
Attallinelli	<b>Denominator:</b> Number of CTE concentrators enrolled in capstone CTE courses during the reporting year.				
381	Numerator: Number of 12 th grade CTE concentrators who earned a high school diploma, or other state-recognized equivalent (including recognized				76.95%
Secondary School Completion	alternative standards for individuals with disabilities).  Denominator: Number of 12 th grade CTE concentrators who left secondary education during the reporting year.	<u>89.43</u> %	% <u>89.88</u>	85.5%	⊠ Yes

		LEA	LEA	State	90% or more
Core Indicator	Definition	Level 2007/08	Level 2008/09	Level 2008/09	of the State level
	Numerator: Number of 12 th grade CTE concentrators who, in the reporting				74.88%
4S1 Student	year, were included as graduated in the states computation of its graduation rate.	N V	88.68%	83.2%	⊠ Yes
Graduation Rate	<b>Denominator:</b> Number of 12 th grade CTE concentrators.				
	Numerator: Number of 12 th grade CTE concentrators who left secondary				70.2%
5S1 Secondary	education during the reporting year and entered postsecondary education or advanced training, military service, or employment, as reported on a survey six months following graduation.	%00.68	96.45%	78.0%	⊠Yes
Placement	<b>Denominator:</b> Number of 12 th grade CTE concentrators who left secondary education during the reporting year and responded to a follow-up survey.				
	Numerator: Number of CTE participants from underrepresented gender				20.7%
6S1 Non-traditional	groups with were employed in a program sequence unacted to employing in nontraditional fields.	30.04%	33.97%	23.0%	> \ \[\begin{array}{c} \Bigsigma \cdot \Bigsigma \Bigsigma \cdot \Bigsigma \Bigs
Participation	<b>Denominator:</b> Number of all CTE participants enrolled in a program sequence that leads to employment in nontraditional fields.				<u>s</u>
	Numerator: Number of CTE concentrators from underrepresented gender groups enrolled in a capstone CTE course that leads to employment in a				16.2%
6S2 Non-traditional Completion	nontraditional field who received an A', B', o' o' grade in the course, or received an industry-recognized certification, or passed an end of program assessment aligned with industry-recognized standards.	28.00%	29.51%	18.0%	X   Xes
	Denominator: Number of all CTE concentrators enrolled in a capstone CTE course that leads to employment in nontraditional fields.				I

## SECTION IV: PROGRESS REPORT TOWARD IMPLEMENTING THE LOCAL CTE PLAN

The implementation of every LEA's local CTE plan directly affects the implementation of the State CTE Plan. Through the five-year duration of Perkins IV, 2008–2013, LEAs will report on the progress they have made toward implementation of their local CTE plan. This progress report is an opportunity to reflect on the goals outlined in the local CTE plan as well as noting the successes and challenges that occurred during the 2009–10 school year.

Additionally, the LEA should set measurable CTE outcomes for the 2010–11 school year based on what has been learned and the core indicator data reported in Section III.

LEA personnel must respond to the following prompts or questions:

- 1. In the 2009–10 application (Section IV, question 3), the LEA identified three goals from the local CTE plan on which it would focus during the 2009–10 school year. What progress has the LEA made toward achieving those specific goals? How has the LEA improved, enhanced, or expanded CTE for students during 2009–10?
  - a. <u>Goal (1)</u>: Collaboration between the CTE instructors and core academic instructors.
    - i. Three days of professional development workshops were hosted by Cypress College with 25 CTE and core academic teachers from three of our 10 high schools. These site teams learned of the CTE pathway programs and standards. Each teacher developed integrated lessons using their core standards and the CTE standards.
    - ii. Twenty-two CTE teachers, counselors, and administrators attended the state CTE Conference in March.

## b. Goal (2): Small Learning Communities - CTE Academies.

- i. Three of our high schools have either created small learning communities focused on a CTE pathway, or are still developing a plan. Challenges are met with counseling staff who resist the extra work to build academies into the master schedule.
- ii. Teams have been provided funding for substitutes for planning days and/or attendance at the state CTE Conference.

## c. <u>Goal (3)</u>: Identify and establish post-secondary institutions and industry partnerships.

i. The district CTE coordinator and CTE teachers attended several industry advisory meetings for several of the industry pathways: Protective Services, Accounting, Media & Design Arts, Information Support, Media Support, Food Services & Hospitality, Residential & Commercial Construction. Both Industry and post-secondary institutions were present. Articulation Agreements are currently being negotiated for these pathways.

- d. Goal (4): CTE courses to meet A-G requirements.
  - i. The CTE coordinator and selected CTE teachers are working to identify CTE courses that can be adapted to satisfy an A-G requirement. The UC College Board is interested in including more CTE courses on the A-G approval list. One of our lead accounting teachers will be joining the UC task force this May to develop an aligned A-G Accounting course.

The district and ROP administration met individually with each high school principal and guidance counselor for their annual review of enrollment numbers and program development needs. Career pathways were either confirmed or identified for each site. Facilities, personnel, and instructional material needs were addressed and planned.

2. During the 2009–10 school year, how has the LEA's CTE Advisory Committee been involved in the ongoing development, implementation, and evaluation of CTE programs?

A collective effort has been made among the Anaheim Union High School District, NOCROP, OCDE, community colleges, and Vital Link to host advisories by Industry Sectors. CTE teachers have met with members of their industry to learn of current trends and to share program developments. Program components are identified, discussed, and aligned. Field trips for career pathway students have been conducted to industry sites. Community college counselors are currently meeting with CTE teachers and visiting our program sites to discuss potential articulation agreements.

Another outgrowth of this collective effort is the CTEoc development. The CTE Coordinator is part of the leadership team that has created a county-wide effort to form professional learning communities (PLCs) among CTE teachers. Two of our culinary arts teachers presented at the CTEoc conference after the state CTE Conference.

3. What is the status of Career Technical Student Organizations (CTSOs) in the LEA's CTE programs? How has the LEA embedded leadership development in all CTE courses?

All AUHSD high schools have one or more CTE student organizations, including FBLA, DECA, HOSA, HERO, and SkillsUSA/NAHB. Students are recruited through the concentrator and capstone courses. These student organizations are actively participating in local, state, and national competitions. As of the 2008-09 school year, the CTE Coordinator allocates \$2,000 per site, per year, to assist with participation in organizational events, including field trips and competitions. Students from AUHSD hold state-level positions in these organizations.

- Identify at least three measurable outcomes from the local CTE plan on which the LEA will focus in 2010–11.
  - (1) Articulation agreements for each of the industry pathways will be established at one or more of the local community colleges, which allow students to accelerate or earn dual credit.
  - (2) Integration of core academic and CTE standards and skills will be developed through each of the industry pathway courses.
  - (3) The UC Regents will grant A-G approval for courses articulated in the Accounting and Entrepreneurship pathways leading to two more fully developed Programs of Study.
  - (4) All CTE students will be provided additional academic support to increase student achievement and graduation rates.
  - (5) End-of-program certification, through industry assessments, will be implemented for each of the industry pathways.
  - (6) A district-wide recognition procedure will be developed and implemented for CTE students completing an industry program of study.

## SECTION V: SEQUENCE OF COURSES TO BE FUNDED WITH PERKINS IV IN 2010-11

Instructions are on page 22 of the Carl D. Perkins Career and Technical Education Improvement Act of 2006, 2010–11 Request for Application Only sequences of courses identified in the LEA's approved Local CTE Plan, added or modified in the 2009–10 application, or submitted in Section VII (Local CTE Plan Update) of this application can be supported by Perkins IV funds.

Industry Sector	Career Pathway	School Site Where the Sequence Is Offered	Amount of Perkins Funding Allocated to this Sequence	Page # in Local CTE Plan
Arts, Media & Entertainment	Media & Design Arts	Anaheim High School	\$57,000	34
		Cypress High School	\$19,530	34
		Kennedy High School	\$20,337	34
		Loara High School	\$100,000	34
		Western High School	\$30,000	34
Building Trades & Construction	Residential & Commercial Construction	Anaheim High School	\$20,000	36
Finance & Business	Accounting	Cypress High School	\$42,175	38
		Loara High School	\$50,000	38
		Savanna High School	\$2,500	38
Health Science & Medical Technology	Biotechnology Research & Technology	Oxford Academy	\$5,000	40
		Western High School	\$5,000	40
Hospitality, Tourism, and Recreation	Food Service & Hospitality	Cypress High School	\$24,926	42
		Katella High School	\$20,000	42

Information Technology	Media Support Services	Savanna High School	\$2,500	4
	Programming & Systems Development	Cypress High School	\$9,100	45
Marketing, Sales, and Service	Entrepreneurship	Cypress High School	\$3,475	46
		Oxford Academy	\$8,000	46
		Total Allocation to Pathways	\$419,543	

CALIFORNIA DEPARTMENT OF EDUCATION Secondary, Career, and Adult Learning Division CDE 101-A (10/09)

## SECTION VI BUDGET AND EXPENDITURE SCHEDULE 2010–11

Anaheim Union High School District

Local Educational Agency (LEA):

CAREER TECHNICAL EDUCATION APPLICATION Carl D. Perkins Career and Technical Education Improvement Act of 2006

CD Code:30/66431

80 \$3,500 \$42,225 \$356,404 \$12,014 \$15,136 \$498,710 \$69,431 Total Section 132 ROCP and Adult Section 112 State Institutions Funding Source and Purpose: Section 131 Secondary (H) Administration or Indirect Costs Not to exceed 5% of total expenditure \$15,136 \$15,136 Participating in CTE Programs Counseling for **Guidance and** Not to exceed 10% of total Career and Academic expenditure Students \$2,250 \$2,000 \$250 Ø Development Evaluation Research and Data \$6,000 \$5,000 \$500 \$500  $\widehat{\mathbb{H}}$ At least 85% of the grant must be spent in these areas Populations Services Special 80 <u>(ii)</u> END-OF-YEAR CLAIM ORIGINAL BUDGET for Economically Disadvantaged Transportation and Child Care Participants Select One 80 Development Curriculum \$28,975 \$10,000 \$17,225 \$1,750 0 ×Π \$498,710 3.11% Professional Development \$41,000 \$18,000 \$10,000 \$12,000 \$1,000 (B) Indirect Cost Rate (percent): Total Allocation: rganizations) \$405,349 \$345,904 (Including \$12,014 nstruction Technical \$47,431 Student Career Certificated Salaries Authorized Signature: Services/ Operating **Employee Benefits** Classified Salaries Books/Supplies expenditures allowed Percentage of grant **Budget Category** Capital Outlay Indirect Costs Total Object Code Expenses 1000 7000 2000 3000 4000 5000 0009

Instructions are on page 22 of the Carl D. Perkins Career and Technical Education Improvement Act of 2006, 2010–11 Request for Application.

## **SECTION VI: Budget Narrative**

Instructions are on page 24 of the Carl D. Perkins Career and Technical Education
Improvement Act of 2006, 2010–11 Request for Application. See Appendix B, Sample Perkins
IV Budget Narrative, to comprehend the level of detail required in the budget narrative.

OBJECT#	EXPENDITURE DESCRIPTION	AMOUNT
1000	Certificated Salaries	
	Accounting (\$3,850)  Loara (\$1,350) - Substitute costs for teachers to attend (3) Virtual Enterprise one-day and two-day trade fairs, plus VE coordinator training day.  Savanna (\$2,500) - Substitute costs for teachers to collaborate on pathway curriculum integration and certification.	\$3,850
	Biotechnology Research & Development) (\$8,500)     Oxford (\$3,500) - Substitute costs for teachers to collaborate on pathway curriculum integration and certification.     Western (\$5,000) - Substitute costs for teachers to attend industry field trips and to collaborate on pathway curriculum integration and certification.	\$8,500
	<ul> <li>Entrepreneurship) (\$2,625)</li> <li>Cypress (\$625) - Substitute costs for (5) virtual enterprise competitions</li> <li>Oxford (\$2,000) - Substitute costs for teachers to attend Virtual Enterprise and FBLA conferences; and to collaborate on vertical alignment and curricular development.</li> </ul>	\$2,625
	Food Service & Hospitality (\$3,125)     Cypress (\$625) - Substitute costs for attending industry shows, conferences & field trips     Katella (\$2,500) - Substitute costs for attending conferences, workshops, college articulation meetings, and cross-curricular collaboration and curriculum integration.	\$3,125
	Media & Design Art (\$1,125)     Anaheim (\$500) - Substitute teachers for 4 days to cover two 2-day animation training sessions at New Horizons     Western (\$625) - Substitute costs for teachers to attend industry field trips and to collaborate on pathway curriculum integration and certification.	\$1,125
	Media Support & Services (\$2,500)  • Savanna (\$2,500) - Substitute costs for teachers to collaborate on pathway curriculum integration and certification.	\$2,500
	Programming & Systems Development (\$500)  • Cypress (\$500) - Substitute costs for (4) robotics competitions	\$500
	Teacher release time for professional development on curriculum integration of core academic and CTE standards.	\$20,000
	Subtotal for 1000 category	\$42,225

2000	Classified Salaries	
	Subtotal for 2000 category	-0-
3000	Benefits Certificated allocation coverage for substitutes: STRS, MED, SUI, W/C, etc.	\$3,500
	Subtotal for 3000 category	\$3,500
4000	Books and Supplies / Non-capitalized Equipment Accounting (\$85,725) Cypress (\$40,075)	\$85,725
	<ul> <li>(20) Laptops &amp; cart for student online lab &amp; Community Tax Days</li> <li>Software upgrade: Camtasia, SoftChalk, eLearning Suite, etc.</li> <li>Loara (\$45,650)</li> </ul>	
	<ul> <li>Upgrade Virtual Enterprise computer lab: (34) HP computers, Adobe CS3 software, HP Photosmart C8180 Scanner/Copier w/Bluetooth adapter, SD cards, and binding machine</li> </ul>	
	Food Services & Hospitality (\$38,201) Cypress (\$23,701)	\$38,201
	<ul> <li>Upgrade and expansion of culinary equipment to support catering component of the program.</li> <li>Camera and (2) laser printers</li> </ul>	
	<ul> <li>Supplementary Culinary Art Textbook – classroom set</li> <li>Banquet Message Board and Easel</li> <li>Katella (\$14,500)</li> </ul>	
	<ul> <li>Upgrade and expansion of culinary equipment to support restaurant component of the program.</li> </ul>	
	<ul> <li>New National Restaurant Association Education Foundation         ProStart and ServSafe textbooks – classroom set.     </li> <li>Program-owned chef uniforms.</li> </ul>	
	Program-owned FHA-HERO uniforms w/emblematic materials.	
	Entrepreneurship (\$5,250) Cypress (\$2,250)	\$5,250
	<ul> <li>Virtual Enterprise simulation fee</li> <li>Computer for student video competitions</li> <li>Oxford (\$3,000)</li> </ul>	
	<ul> <li>Flip Cameras (HD) for virtual enterprise commercial production</li> <li>Tripods for camera work</li> <li>Sheetfed scanner for virtual enterprise/FBLA</li> </ul>	
	Media & Design Art (\$209,128) Anaheim (\$56,500)	\$209,128
	<ul> <li>Two 2-day animation training session at New Horizons</li> <li>(38) HP Desktop dc7900 computers to upgrade animation lab</li> <li>Adobe Web Premium License</li> </ul>	
	<ul> <li>Classroom set of Animation textbooks (new course)</li> <li>Cypress (\$18,430)</li> </ul>	
	<ul> <li>Adobe Certification through Certiport</li> <li>ACME Animation subscription</li> <li>ToonBoom updated software</li> </ul>	

	Manual (\$20,227) Mides Production Lab	
	Kennedy (\$20,337) Video Production Lab	
	Shoulder-mounted camera     (20) Fauttab Ottodia licenses	
	(39) Fontlab Studio licenses     (39) Pontlab Studio licenses     (39) Pontlab Studio licenses	
	Cameras, cases, DVD cassettes, recordable DVDs, green     WIF case in the promitters, wireless microphones	
	screens, VHF receivers, transmitters, wireless microphones,	
	camcorders, cable converters, ELMO Document Cameras	
	Loara (\$87,986) Video Production Lab	
	iMac 72 inch computers (30),	
	Final Cut Pro licenses (30) w/ all support & ancillary materials	
	M-Audio Studiophile AV20 w/ monitor speakers	
	Apple LED Cinema Display, Mac Pro, two Quad-core Intel Xeon;	
	Xserve, Quad-core Intel Xeon; GizMac XRackPro2 6U Noise	
	Reduction Enclosure Rackmount Cabinet; APC Smart- UPS	
	3000VA USB Serial RM; HP ProCurve 2848 Managed stackable	
	switch	:
	<ul> <li>Panasonic camcorders (10) – SDR-H85 Standard Def. Cam.</li> </ul>	
	Western (\$25,875)	:
	(40) After Effects CS4 licenses	
	<ul> <li>Logitech X-540 5.1 Speaker System for animation computer</li> </ul>	
	HP Color Laserjet CP4525dn Printer for animation storyboards	
	(3) HD Cameras & Camcorder	
	<ul> <li>(3) Delkin Devices 32GB eFilm PRO SDHC Memory Cards</li> </ul>	
	(40) Bamboo Pen & Touch Small Tablets w/Photoshop	
	(10) 24111333 ( 31) 31 ( 31)	
	Programming & Systems Development (\$8,100)	¢0 100
	Cypress (\$8,100)	\$8,100
:	Intelitek EasyC Pro Programming Software & License	
	VEX Classroom lab kits (robotics)	
	VEX Competition Field Tile Kits (robotics)	
	,	
	Residential and Commercial Construction (\$10,000)	\$10,000
	Anaheim (BITA) (\$10,000)	
	Shelves & Vertical Storage	
	Upgrade and expansion of tools and equipment	
	opgrado and oxpansion or tools and a quipment	
	Subtotal for 4000 category	\$356,404
5000	Services and other operating expenditures:	
	(240,000)	
	Residential and Commercial Construction (\$10,000)	\$10,000
	Anaheim (BITA) (\$10,000)	
	Installation of Dust Collector	
	Contract with outside consultants to provide training and support	¢49.000
	for full development of career pathways:	\$18,000
	Advisory Partnerships and Articulation Agreements	
	Integration of Core Academic and CTE Standards	
	Publishing of CTE pathway promotional pamphlets and materials	\$ 4,531
	Travel and Conferences	
	Travel and Conferences Student Organizations (FBLA, Virtual Enterprise, DECA, HOSA, HERO,	¢40 000
		\$18,000
	SkillsUSA, etc:     Transportation and registration cost for student organization	
	events, including lodging and meals for advisors.	
	events, including loughly and meas for advisors.	

	Accounting (\$5,100)	\$5,100
	Cypress (\$2,100)	
	<ul> <li>Teacher online training in current software</li> <li>Advanced placement A-G workshops</li> </ul>	
	<ul> <li>Advanced placement A-G workshops</li> <li>Transportation for student industry field trips</li> </ul>	
	Loara (\$3,000)	
	Transportation and travel expenses for Virtual Enterprise and DECA events.	
	Biotechnology Research & Development (\$1,500) Oxford (\$1,500)	\$1,500
	Travel for students to attend industry enrichment field trips.	
	Food Services & Hospitality (\$3,600)	
	Cypress (\$600)	\$3,600
	Transportation for students to culinary arts school Katella (\$3,000)	
	ProStart curriculum training	
	Transportation and travel expenses for FHA-HERO culinary competitions	
	Entrepreneurship (\$3,600)	\$3,600
	Cypress (\$600)	+-,
	Training / workshops Oxford (\$3,000)	
	Transportation and travel expenses for Virtual Enterprise and FBLA events.	
	Media & Design Art (\$4,600)	<b>A.</b> 000
	Cypress (\$1,100)  • Teacher online training in current software	\$4,600
	Transportation for student industry field trips  Western (\$3,500)	
	Travel for student to attend industry enrichment field trips	
	New Horizons Registration Fee for 1 year courses: Advanced	
	Flash, CSS, Advanced Photoshop, Advanced Dreamweaver, HTML, Adobe InDesign, Adobe Illustrator.	
	Programming & Systems Development (\$500)	\$500
	Cypress (\$500)  Transportation for student industry field trips	Ψουυ
	Subtotal for 5000 category	\$69,431
6000	Capital Outlay (list items below)	<u> </u>
0000	Media & Design Art (\$12,014)	
	Loara (Video Production Lab)	
	Promise VTrack E-Class 16x SATA RAID Subsystem	
	Subtotal for 6000 category	\$12,014
7000	Indirect rate @ 3.11% (minus capital outlay )	\$15,136
	GRAND TOTAL	\$498,710

## SECTION VII: LOCAL CTE PLAN UPDATE

Applicants may update their local CTE plans annually, if necessary. This is a good time to review local CTE plan benchmarks and make adjustments to reflect progress or additions to the CTE program. This is particularly important if:

- New courses have been added to an existing program sequence.
- New sequences of courses have been developed for an existing industry sector.
- A new industry sector and the corresponding sequences of courses have been developed.

If Perkins IV funds will be used to support any new industry sectors or courses not included in the original Local CTE Plan, or submitted with the 2009–10 application and approved by the CDE, a new sequence of courses worksheet must be completed. Go to the CDE Perkins Forms and Files Web page at <a href="http://www.cde-ca.gov/ci/ct/pk/forms.asp">http://www.cde-ca.gov/ci/ct/pk/forms.asp</a> and download the Sequence of Courses Worksheet from the Local CTE Plan Forms.

Other updates to the local CTE plan can be submitted in narrative form with a reference to the Local CTE Plan chapter, section, and question.

## 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:

29 th	day of	April		2010
in reference to	the Consu	ting Agreement by	and between	
100 Percent L	earning Fur	Center		
Independent	Contractor,	hereinafter referred	l to as "Consultant'	" and the Anaheim Union High
School Distric	t, hereinafte	r referred to as "Dis	strict" dated and Boa	ard approved:

October 15, 2009

and amends said Consulting Agreement as follows:

100 Percent Learning Fun Center, a Supplemental Educational Services (SES) provider, contracted with the Anaheim Union High School District (AUHSD) to provide tutoring to qualifying students at Ball, Brookhurst, Dale, Orangeview, South, and Sycamore Junior High Schools in language arts and mathematics. The services are a requirement of the No Child Left Behind Act of 2001 (NCLB), for schools designated as Program Improvement, for two or more years.

On October 15, 2009, the AUHSD Board of Trustees approved a consulting agreement with 100 Percent Learning Fun Center, at an amount not to exceed \$15,000, for tutoring services to be provided from November 2, 2009, through May 15, 2010.

100 Percent Learning Fun Center has had a dramatic increase in student enrollment. This has resulted in a necessary increase in the projected amount needed to pay for services, from \$15,000 to \$25,000.

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):					
100 Percent Learning Fun Cent	Anaheim Union High School District				
Typed Name/Title of Authorized	d Signatory:	Typed Name o	of Assist	tant Superintendent:	
Mario Tenaglia/Program Directo	or	Frederick Navarro			
Authorized Signature:		Signature of Assistant Superintendent:			
01					
Street Address:		Street Address	s:		
1100 S. Hope St. Suite 103		501 Crescent W	ay, P.O	. Box 3520	
City, State, Zip Code		City, State, Zip	o Code		
Los Angeles, CA 90008		Anaheim, CA 9	2803-3	520	
Date:		Date:			
3/25/10					
Mark Appropriately:  Independent/Sole Proprietor:  Corporation:  Partnership:	X				
Other/Specify:					
Social Security Number*	or	Federal Identi	fication	Number*	
		34-2053005			
*Or, initial here:					
I have completed a new IRS	Form <b>W-9</b> that will	be submitted directl	y to AUI	ISD Accounting.	
Telephone Number: E-mail Address:					
(310) 928-1037		Kartika@learningfuncenter.com			
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:	- 1 - Lan		Date:	3/25/10	

## 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:

29 th	day of	April	2010
in referen	ce to the Consu	ting Agreement by	and between
Anaheim	Kumon Center		
Independ	ent Contractor,	hereinafter referre	d to as "Consultant" and the Anaheim Union High
School D	istrict, hereinafte	r referred to as "Di	strict" dated and Board approved:
October 1	15, 2009		

and amends said Consulting Agreement as follows:

Anaheim Kumon Center, a Supplemental Educational Services (SES) provider, contracted with the Anaheim Union High School District (AUHSD) to provide tutoring to qualifying students at Ball, Brookhurst, Dale, Orangeview, South, and Sycamore Junior High Schools in language arts and mathematics. The services are a requirement of the No Child Left Behind Act of 2001 (NCLB), for schools designated as Program Improvement, for two or more years.

On October 15, 2009, the AUHSD Board of Trustees approved a consulting agreement with Anaheim Kumon Center, at an amount not to exceed \$35,000, for tutoring services to be provided from November 2, 2009, through May 15, 2010.

Anaheim Kumon Center has had a dramatic increase in student enrollment. This has resulted in a necessary increase in the projected amount needed to pay for services, from \$35,000 to \$40.000.

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):						
Anaheim Kumon Center		Anaheim Union High School District				
Typed Name/Title of Authorized	d Signatory:	Typed Name of Assistant Superintendent:				
Chelvi Subramaniam/Owner		Frederick Navarro				
Authorized Signature:		Signature of Assistant Superintendent:				
Och 1						
Street Address:		Street Address:				
720 S. Euclid St. Suite #9		501 Crescent Way, P.O. Box 3520				
City, State, Zip Code		City, State, Zip Code				
Anaheim, CA 92802	•	Anaheim, CA 92803-3520				
Date:		Date:				
3/25/10						
Mark Appropriately: Independent/Sole Proprietor: Corporation: Partnership:	X					
Other/Specify:						
Social Security Number*	or	Federal Identification Number*				
		33-0726778				
*Or, initial here:						
I have completed a new IRS	Form <b>W-9</b> that will	be submitted directly to AUHSD Accounting.				
Telephone Number: E-mail Address:						
(714) 772-7135		tchelvis@cs.com				
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 ADMIN						
Signature of Principal or Distric	ct Administrator (s	ign prior to submitting to District indicating review and approval):				
Signature:	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	Date: 3/25/10				

## 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:

in reference to the Consulting Agreement by and between  Club Z!  Independent Contractor, hereinafter referred to as "Consultant" and the Anaheim Union High School District, hereinafter referred to as "District" dated and Board approved:  October 15, 2009 and amends said Consulting Agreement as follows:  Club Z!, a Supplemental Educational Services (SES) provider, contracted with the Anaheim Union High School District (AUHSD) to provide tutoring to qualifying students at Ball, Brookhurst, Dale, Orangeview, South, and Sycamore Junior High Schools in language arts and mathematics. The services are a requirement of the No Child Left Behind Act of 2001 (NCLB), for schools designated as Program Improvement, for two or more years.  On October 15, 2009, the AUHSD Board of Trustees approved a consulting agreement with Club Z!, at an amount not to exceed \$125,000, for tutoring services to be provided from November 2, 2009, through May 15, 2010.  Club Z! has had a dramatic increase in student enrollment. This has resulted in a necessary increase in the projected amount needed to pay for services, from \$125,000 to \$130,000.	THIS AGREEMENT AMENDMENT is made and entered into this:
Independent Contractor, hereinafter referred to as "Consultant" and the Anaheim Union High School District, hereinafter referred to as "District" dated and Board approved:  October 15, 2009 and amends said Consulting Agreement as follows:  Club Z!, a Supplemental Educational Services (SES) provider, contracted with the Anaheim Union High School District (AUHSD) to provide tutoring to qualifying students at Ball, Brookhurst, Dale, Orangeview, South, and Sycamore Junior High Schools in language arts and mathematics. The services are a requirement of the No Child Left Behind Act of 2001 (NCLB), for schools designated as Program Improvement, for two or more years.  On October 15, 2009, the AUHSD Board of Trustees approved a consulting agreement with Club Z!, at an amount not to exceed \$125,000, for tutoring services to be provided from November 2, 2009, through May 15, 2010.  Club Z! has had a dramatic increase in student enrollment. This has resulted in a necessary	29 th day of April 2010
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and amends said Consulting Agreement as follows:  Club Z!, a Supplemental Educational Services (SES) provider, contracted with the Anaheim Union High School District (AUHSD) to provide tutoring to qualifying students at Ball, Brookhurst, Dale, Orangeview, South, and Sycamore Junior High Schools in language arts and mathematics. The services are a requirement of the No Child Left Behind Act of 2001 (NCLB), for schools designated as Program Improvement, for two or more years.  On October 15, 2009, the AUHSD Board of Trustees approved a consulting agreement with Club Z!, at an amount not to exceed \$125,000, for tutoring services to be provided from November 2, 2009, through May 15, 2010.  Club Z! has had a dramatic increase in student enrollment. This has resulted in a necessary	School District, hereinafter referred to as "District" dated and Board approved:
Club Z!, a Supplemental Educational Services (SES) provider, contracted with the Anaheim Union High School District (AUHSD) to provide tutoring to qualifying students at Ball, Brookhurst, Dale, Orangeview, South, and Sycamore Junior High Schools in language arts and mathematics. The services are a requirement of the No Child Left Behind Act of 2001 (NCLB), for schools designated as Program Improvement, for two or more years.  On October 15, 2009, the AUHSD Board of Trustees approved a consulting agreement with Club Z!, at an amount not to exceed \$125,000, for tutoring services to be provided from November 2, 2009, through May 15, 2010.  Club Z! has had a dramatic increase in student enrollment. This has resulted in a necessary	October 15, 2009
Union High School District (AUHSD) to provide tutoring to qualifying students at Ball, Brookhurst, Dale, Orangeview, South, and Sycamore Junior High Schools in language arts and mathematics. The services are a requirement of the No Child Left Behind Act of 2001 (NCLB), for schools designated as Program Improvement, for two or more years.  On October 15, 2009, the AUHSD Board of Trustees approved a consulting agreement with Club Z!, at an amount not to exceed \$125,000, for tutoring services to be provided from November 2, 2009, through May 15, 2010.  Club Z! has had a dramatic increase in student enrollment. This has resulted in a necessary	and amends said Consulting Agreement as follows:
	Union High School District (AUHSD) to provide tutoring to qualifying students at Ball, Brookhurst, Dale, Orangeview, South, and Sycamore Junior High Schools in language arts and mathematics. The services are a requirement of the No Child Left Behind Act of 2001 (NCLB), for schools designated as Program Improvement, for two or more years.  On October 15, 2009, the AUHSD Board of Trustees approved a consulting agreement with Club Z!, at an amount not to exceed \$125,000, for tutoring services to be provided from November 2, 2009, through May 15, 2010.  Club Z! has had a dramatic increase in student enrollment. This has resulted in a necessary

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):					
Club Z!	Anaheim Union High School District				
Typed Name/Title of Authorized Signatory	y: Typed Name of Assistant Superintendent:				
Glenn P. Walker/President	Frederick Navarro				
Authorized Signature:	Signature of Assistant Superintendent:				
Dung. Alle					
Street Address:	Street Address:				
8357 Petunia Way	501 Crescent Way, P.O. Box 3520				
City, State, Zip Code	City, State, Zip Code				
Buena Park, CA 90620	Anaheim, CA 92803-3520				
Date:	Date:				
3/25/10					
Mark Appropriately:					
Independent/Sole Proprietor:					
Corporation: X					
Partnership:					
Other/Specify:					
Social Security Number*	or Federal Identification Number*				
	20-5153598				
*Or, initial here:					
I have completed a new IRS Form W-9 that will be submitted directly to AUHSD Accounting.					
Telephone Number: E-mail Address:					
(714) 521-1616	clubzbp@sbcglobal.net				
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:

3/25/10

Date:

## 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:

29 th	day of	April	2010
in referen	ice to the Consu	ting Agreement by and b	petween
Knowledg	ge Points		
Independ	ent Contractor,	hereinafter referred to a	s "Consultant" and the Anaheim Union High
School D	istrict, hereinafte	r referred to as "District"	dated and Board approved:
October 1	15. 2009		

and amends said Consulting Agreement as follows:

Knowledge Points, a Supplemental Educational Services (SES) provider, contracted with the Anaheim Union High School District (AUHSD) to provide tutoring to qualifying students at Ball, Brookhurst, Dale, Orangeview, South, and Sycamore Junior High Schools in language arts and mathematics. The services are a requirement of the No Child Left Behind Act of 2001 (NCLB), for schools designated as Program Improvement, for two or more years.

On October 15, 2009, the AUHSD Board of Trustees approved a consulting agreement with Knowledge Points, at an amount not to exceed \$15,000, for tutoring services to be provided from November 2, 2009, through May 15, 2010.

Knowledge Points has had a dramatic increase in student enrollment. This has resulted in a necessary increase in the projected amount needed to pay for services, from \$15,000 to \$20,000.

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	e as page 1):			
Knowledge Points		Anaheim Union High School District		
Typed Name/Title of Authorized	d Signatory:	Typed Name of Assistant Superintendent:		
Irene Franklin/Executive Direct	or	Frederick Navarr	0	
Authorized Signature:		Signature of Assistant Superintendent:		
Shene Frankler				
Street Address:		Street Address:		
1601 E. Lincoln Ave. Ste. 100		501 Crescent Wa	y, P.O. Box 3520	
City, State, Zip Code		City, State, Zip	Code	
Orange, CA 92865		Anaheim, CA 92	803-3520	
Date:		Date:		
3/25/10				
Independent/Sole Proprietor: Corporation: Partnership: Other/Specify: Social Security Number*	X	Federal Identifi	cation Number*	
*Or, initial here:				
I have completed a new IRS	Form W-9 that will	be submitted directly	to AUHSD Accounting.	
Telephone Number:		E-mail Address	s:	
(714) 279-9999		Irene.franklin@knowledgepoints.com		
If a company/corporation is being Typed company/corporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporation/incorporatio	dividual's name n	nust be identical to	that on page 1.	
Signature: 2	1 /2 A		Date: 3/25/10	
	A The Contract of the Contract			

## 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:

29 th	day of	April		2010
in reference	e to the Consul	ting Agreement by ar	id between	
Our Place (	Center of Self-E	steem, Inc.		
Independer	nt Contractor,	nereinafter referred t	o as "Consultant"	and the Anaheim Union Hig
School Dist	rict, hereinafte	referred to as "Distr	ct" dated and Boa	rd approved:

October 15, 2009

and amends said Consulting Agreement as follows:

Our Place Center of Self-Esteem, Inc., a Supplemental Educational Services (SES) provider, contracted with the Anaheim Union High School District (AUHSD) to provide tutoring to qualifying students at Ball, Brookhurst, Dale, Orangeview, South, and Sycamore Junior High Schools in language arts and mathematics. The services are a requirement of the No Child Left Behind Act of 2001 (NCLB), for schools designated as Program Improvement, for two or more years.

On October 15, 2009, the AUHSD Board of Trustees approved a consulting agreement with Our Place Center of Self-Esteem, Inc., at an amount not to exceed \$15,000, for tutoring services to be provided from November 2, 2009, through May 15, 2010.

Our Place Center of Self-Esteem, Inc. has had a dramatic increase in student enrollment. This has resulted in a necessary increase in the projected amount needed to pay for services, from \$15,000 to \$20,000.

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):					
Our Place Center of Self-Esteen	Anaheim Union High School District				
Typed Name/Title of Authorized	Signatory:	Typed Name of Assistant Superintendent:			
Duane Fjelstad/President		Frederick Navarro			
Authorized Signature:		Signature of Assistant Superintendent:			
Dustilt					
Street Address:		Street Addres	s:		
1492 W. Sixth St. #201		501 Crescent W	ay, P.C	). Box 3520	
City, State, Zip Code		City, State, Zi	p Code		
Corona, CA 92882		Anaheim, CA 9	2803-3	520	
Date:		Date:			
3/25/10					
Mark Appropriately:  Independent/Sole Proprietor:  Corporation:  Partnership:	X				
Other/Specify:	_				
Social Security Number*	or	Federal Identi	fication	Number*	
*Or, initial here:					
I have completed a new IRS Form <b>W-9</b> that will be submitted directly to AUHSD Accounting.					
Telephone Number:	Telephone Number: E-mail Address:				
(951) 738-1214	duane@ourplacetutoring.com				
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 (si	gn prior to submitting to	District in	dicating review and approval):	
Signature: Date: 3/25/10				3/25/10	

AGREEMENT NUMBER 35414

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## INCOME AGREEMENT ANAHEIM UNION HIGH SCHOOL DISTRICT

This AGREEMENT is hereby entered into this 29th day of April, 2010, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, and Anaheim Union High School District, 501 Crescent Way, Anaheim, California 92803, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, DISTRICT is in need of such special services and advice; and

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

NOW, THEREFORE, the parties hereby agree as follows:

1.0 SCOPE OF WORK. DISTRICT hereby engages SUPERINTENDENT as an independent contractor to perform the following described work and SUPERINTENDENT hereby agrees to perform said work upon the terms and

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conditions hereinafter set forth. Specifically, SUPERINTENDENT shall perform the following services:

- 1.1 Provide five (5) days of training for the School Leadership teams, consisting of ten (10) teachers and their administrators, from Magnolia High School and Oxford Academy.
- TERM. This AGREEMENT shall commence on July 1, 2009, and end on 2.0 June 30, 2010, subject to termination as set forth in this AGREEMENT. 3.0 COMPENSATION. DISTRICT agrees to pay the SUPERINTENDENT for services satisfactorily performed pursuant to Section 1.0 of this AGREEMENT a total sum not to exceed Twenty thousand dollars (\$20,000.00). Reimbursement to SUPERINTENDENT shall paid at the rate of Ten thousand dollars (\$10,000.00) per school. Payment shall be mailed to: Orange County Superintendent οf Schools, Attn: Accounting Manager, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, California 92628-9050, or at such other place as SUPERINTENDENT may designate in writing.
- 4.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance of this AGREEMENT, shall be and act as an independent contractor. SUPERINTENDENT understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. SUPERINTENDENT assumes the full responsibility for the acts and/or

omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. SUPERINTENDENT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to SUPERINTENDENT'S employees.

#### 5.0 HOLD HARMLESS/INDEMNIFICATION.

A. SUPERINTENDENT hereby agrees to indemnify, defend, and hold harmless DISTRICT, its Governing Board, officers, agents, and employees from liability and claims of liability for bodily injury, personal injury, sickness, disease, or death of any person or persons, or damage to any property, real personal, tangible or intangible, arising out of the negligent acts or omissions of employees, agents or officers of SUPERINTENDENT or the Orange County Board of Education during the period of this AGREEMENT.

B. DISTRICT herby agrees to indemnify, defend, and hold harmless SUPERINTENDENT, the Orange County Board of Education, and its officers, agents, and employees from liability and claims of liability for bodily injury, personal injury, sickness, disease, or death of any persons or persons, or damage to any property, real, personal, tangible or intangible, arising out of the negligent acts or omissions of employees, agents or officers of DISTRICT during the period of this AGREEMENT.

6.0 <u>ASSIGNMENT</u>. The obligations of the DISTRICT pursuant to this AGREEMENT shall not be assigned by the DISTRICT without prior written approval of SUPERINTENDENT.

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

- 8.0 <u>NON-DISCRIMINATION</u>. SUPERINTENDENT and DISTRICT agree that they will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
- 9.0 TERMINATION. Either party may terminate this AGREEMENT with or without reason with the giving of thirty (30) days written notice to the other party. DISTRICT shall compensate SUPERINTENDENT only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by SUPERINTENDENT. Notice shall be deemed given when received by the SUPERINTENDENT or DISTRICT or no later than three (3) days after the day of mailing, whichever is sooner.
- 10.0 NOTICE. All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any

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SUPERINTENDENT:

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U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as follows:

> DISTRICT: Anaheim Union High School District

> > 501 Crescent Way

Anaheim, California 92803

Attn: Susan Stocks

Orange County Superintendent of Schools

200 Kalmus Drive P.O. Box 9050

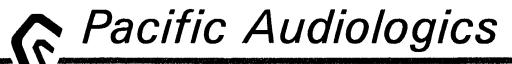
Costa Mesa, California 92628-9050

Attn: Patricia McCaughey

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

- 12.0 SEVERABILITY. If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 13.0 GOVERNING LAW. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California.
- 14.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the Parties to it and supersedes any prior or contemporaneous understanding or

1	agreement with respect to the services contemplated, and may be
2	amended only by a written amendment executed by both Parties to the
3	AGREEMENT.
4	IN WITNESS WHEREOF, the Parties hereto set their hands.
5	DISTRICT: ANAHEIM UNION HIGH ORANGE COUNTY SUPERINTENDENT OF SCHOOL DISTRICT OF SCHOOLS
6	BY: Take Melins
7	Authorized Signature Authorized Signature
8	PRINT NAME: Frederick Navarro PRINT NAME: Patricia McCaughey
9	TITLE: Assistant Superintendent, EducationITLE: Coordinator
10	DATE: April 30, 2010 DATE: March 16, 2010
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1846 Woodlawn St. • Upland, California 91786 • (909) 982-0579 • Fax (909) 608-9230

Michael E. Robinson, Au.D. Industrial / Clinical Audiologist Gary L. Jones, M.A. Industrial Audiologist

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#### AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into this April 29, 2010 and between the Office of ANAHEIM UNION HIGH SCHOOL DISTRICT, hereinafter called "THE DISTRICT", and PACIFIC AUDIOLOGICS, our school screening division, hereinafter called "CONSULTANT"

1. The complete agreement includes all documents, Terms and Conditions:

#### **RECITALS**

WHEREAS, CONSULTANT is specially skilled, trained, experienced, and competent to render the services and advice described in Article 1 of this agreement and THE DISTRICT requires these services and advice; and

NOW THEREFORE, THE DISTRICT AND CONSULTANT mutually agree as follows:

- 1. Services to be provided by CONSULTANT
  - A. CONSULTANT will render services described below:
  - B. Provide hearing and vision screening services as described in the proposal sent with this agreement. CONSULTANT will commence work under this agreement starting at a mutually agreed upon start date during 2010-2011 school year, and will diligently prosecute the work thereafter. CONSULTANT acknowledges that THE DISTRICT has multiple school calendars and will provide said services within these calendars as spelled out within the contract period at the rate of one school site per scheduled day. Make-up/re-test screening and threshold testing will be performed if desired by the THE DISTRICT, after the completion of the initial testing, and whenever possible, multiple schools per day will be scheduled.
  - C. CONSULTANT will perform said services as an independent contractor under the direction of THE DISTRICT in pursuit of his or her independent calling and not as an employee of THE DISTRICT; and he or she shall be under the control of THE DISTRICT as to the result to be accomplished.
  - D. Reports by the CONSULTANT shall only contain the results of the vision and hearing testing performed. The results will only be released to authorized personnel of THE DISTRICT.

- E. The CONSULTANT will indemnify and hold harmless THE DISTRICT and it's agents, from any liability incurred, by reason of injury, death, or property damage sustained in connection with or caused by actions of the CONSULTANT in the performance of this contract.
- NOTE- The testing services that are offered are for the general population of students who can be mass screened. Students who are in SDC, or others who will require additional testing time, or special test methods, should not be considered as part of our standard mass screening population. Testing of students who will require additional time, or alternate test methods can be scheduled to be seen one-on-one, by our school nurses who have abilities to test students with special needs, and on a different payment structure.

#### 2. Services to be provided by THE DISTRICT

- A. THE DISTRICT will prepare and furnish to CONSULTANT upon his or her request such information as is reasonably necessary in the performance of CONSULTANT'S work under this agreement.
- B. THE DISTRICT, or school site staff, will assist if needed in the coordination of staff members, and/or parent volunteers for each test site. THE DISTRICT shall be responsible for the supervision and conduct of the students during the testing sessions. It is THE DISTRICT'S responsibility to get the students to and from their class at each of the school sites. THE DISTRICT shall assign a Health Supervisor as the authorized agent to be the main contact between the CONSULTANT and THE DISTRICT.
- C. THE DISTRICT, or school site staff, will assist in the location of adequate space to conduct the vision screening, and a parking space for the mobile hearing screening unit. Make-up/re-test days may require space for vision and hearing screening and threshold testing using portable equipment.
- D. A 60 day written notice must be given in the event of cancellation of this contract. A minimum of one day notice is requested if rescheduling is needed. If testing is canceled or halted by THE DISTRICT or it's agents after testing has begun for the day, THE DISTRICT will reimburse the CONSULTANT for mileage, fuel, and salaries incurred for the testing of that day.
- E. THE DISTRICT shall issue any necessary purchase orders a minimum of 30 days prior to the beginning of testing. THE DISTRICT will be billed at the completion of the testing cycle for small districts, or at the end of each two week cycle for large districts, on work completed, and the terms of payment will be net 15 days.
- F. THE DISTRICT shall be responsible for reporting failures and recommendations to parents, as well as reporting any figures, reports, or Intent to Contract paperwork with applicable agencies.

#### 3. CONSULTANT'S Fee and Payment Thereof

- A. THE DISTRICT will pay the CONSULTANT for services rendered as listed below. As services are rendered, they are to be billed on a per session basis, or on a monthly basis for large districts.
  - 1. Session 1 First round vision and hearing screening of all schools in THE DISTRICT.
- B. For services rendered above (3a), THE DISTRICT will pay the CONSULTANT fees as follows:

Initial

1. Hearing and Vision (2 nurses for vision, 1 audiometrist, 1 assistant, and 1 mobile hearing screening unit.

2. Above services with 3 nurses (based on student populations)

\$1360.00 per day ///
\$1585.00 per day ///
NO CHARGE ///
\$150.00 ///

3. Threshold testing (if failed hearing and Time permits)

4. Pre-printing test response forms (includes data download & conversion)

Above items are listed as a menu. Initial only those services desired.

- C. THE DISTRICT will pay no amount of travel or other expenses of CONSULTANT under this agreement.
- D. Payments should be sent to the following address:

Pacific Audiologics 1846 Woodlawn St. Upland, Ca. 91786

Our tax I.D. information is as follows: 33-0913346

Industrial Hearing and Pulmonary Management 1846 Woodlawn St. Upland, Ca. 91786

#### 4. Duration of Agreement

A. The term of this agreement shall be from July 1st, 2010, through June 30th, 2011.

#### 5. Special Provisions

- A. CONSULTANT shall comply with all federal, state, and local laws and ordinances, as well as required equipment calibration requirements applicable to services to be provided. CONSULTANT shall maintain all required insurance coverage.
- B. This agreement may be amended by the mutual written consent of the parties hereto.

ANAHEIM UNION HIGH SCHOOL DISTRICT	PACIFIC AUDIOLOGICS
	Hay L Jones
Frederick Navarro Assistant Superintendant, Education	3-29-10
Date:	Date:

# THIRD AMENDMENT TO THE AGREEMENT BETWEEN THE ANAHEIM UNION HIGH SCHOOL DISTRICT AND WESTGROUP DESIGNS, INC.

This Amendment Agreement is made and entered into this 30th day of April, 2010 ("Effective Date"), by and between the Anaheim Union High School District, 501 Crescent Way, Anaheim, California 92801 ("District"), and Westgroup Designs, Inc., 19772 MacArthur Blvd., Suite 100, Irvine, California 92612 ("Architect"), for architectural and engineering services.

WHEREAS, the District and Architect entered into an agreement on February 25, 2008, setting forth the terms and conditions under which the Architect would perform professional architectural and engineering services ("Agreement"), in connection with the District's facilities and maintenance projects requiring architectural and engineering services ("Project" or "Projects");

WHEREAS, the District and Architect subsequently agreed to amend the Agreement by vote of the Board of Trustees on April 2, 2009 and December 10, 2009;

WHERBAS, the scope of services under the Agreement have expanded due to additional Projects;

WHEREAS, the District and Architect desire to amend the Agreement;

NOW, THEREFORE, District and Architect hereby agree to modify the Agreement with the following:

- 1. This Agreement shall increase the not to exceed amount to be paid to the Architect by \$150,000, for a total not to exceed of \$1,370,000.
- 2. All other terms and conditions of the Agreement shall remain in force,

IN WITNESS WHEREOF, this Amendment Agreement entered into as of the day and year first written above.

ARCHITECT
Westgroup Designs, Inc.
Sima Hassani Principal

## Anaheim Union High School District Meal Agreement

THIS AGREEMENT, entered into this 17th day of March, shall govern the providing of meals by the <u>ANAHEIM UNION HIGH SCHOOL DISTRICT</u>, 501 W. Crescent Way, <u>Anaheim</u>, CA 92803 TO: <u>MEALS ON WHEELS</u>, <u>ANAHEIM</u>, 250 S. Center St., <u>Anaheim</u>, CA 92805.

THIS AGREEMENT to begin <u>July 1, 2010</u> and terminate <u>June 30, 2011</u> and supersedes any other agreement.

Meals will be prepared in compliance with the official Anaheim Union High School district's calendar. Additional days service may be provided with the mutual agreement of both parties. Both parties will furnish notice of one week in case of special holidays or changes in the calendar that affect service. The Food Service programs of the Anaheim Union High School district will take priority over those of contracting agencies.

A hot pre-packed dinner and cold pre-packed supper will be provided. The hot dinner will consist of entrée, vegetable, and/or salad, bread, fruit, or dessert. The cold supper will consist of sandwich, salad or fruit, fruit or dessert, and milk.

All responsibility for the safety and sanitation of meals taken from the Anaheim Union High School District will rest with <u>MEALS ON WHEELS</u>.

The Meals on Wheels will indemnify and hold the Anaheim Union High School District and its officers, employees, and agents harmless from any and all liability, cost, or expense arising out of the performance of the agreement.

The order for pre-packed meals shall be placed the day of pickup. The call shall be made to Anaheim Union High School District (714-999-3517) by 7:00 a.m. In the event of emergency, changes may be made the day of pickup until 9:00 a.m. Meals shall be picked up daily at 11:00 a.m. Meals on Wheels shall provide insulated boxes for transport. These boxes shall be returned to Anaheim Union High School District by Meals on Wheels by 1:30 p.m. daily.

A representative of the Anaheim Union High School District shall keep a written record of meals picked up by representatives of Meals on Wheels.

The daily number of meals received from the Anaheim Union High School District will be the number that will be charged for. Any difference in the number of meals picked up and the number served will be the responsibility of Meals on Wheels.

The Agreement may be canceled by either agency upon thirty- (30) days written notice.

#### ANAHEIM UNION HIGH SCHOOL DISTRICT agrees:

- 1. To prepare meals that offers a variety of appetizing and nutritious foods.
- 2. To bill at the end of each month for the total number of meals delivered, with payment due within thirty (30) days.
- 3. The charge for each day's meals (dinner and supper) is \$5.00.

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

FOR:	FOR:
ANAHEIM UNION HIGH SCHOOL DISTRICT	MEALS ON WHEELS
	Olishal Olin
Dianne Poore Asst. Supt. of Business	PRESIDENT, RICHARD OLSON
Date:	Date: 3-20-2010

ĺ	Interstate Brands	\$124 600 00	\$5,370,00		\$7,400.00	\$17,800.00	#\\\\!!!!!	#475	\$3,420.00	#Z, 190.00	\$4,930.00 00.000 08	00.000	\$11,760.00	#VALUE!	\$346.00	\$1,134.00	\$474.00	\$98.00	\$157.00	#VALUE!	#VALUE!	\$96.00	#VALUE!	#VALUE!	#VALUE!	#VALUE!		\$181,120.00	
	Approx Annual Usage	6	3000		4000	10000			3000	0002	3000	80 00	0000	200	200	009	200	20	50	20	20	20	20	0009	3000	3500			
	Interstate Brands	\$1.78			\$1.85	\$1.78	42			A4 AE	20.19		9.190	<b>V</b>	\$1.73				\$3.14	NA	- 1	\$1.92	ΝA	NA	ĄZ	NA			
	Cajoleben, Inc DBA Galassas Bakerv	\$94 500 00	\$4,350,00		\$5,560.00	\$12,900.00	4N 00 08		\$2,370.00	\$2 870 00	\$7 500 00	80 640 00	\$9,540.00	#VALUE!	\$338.00	\$954.00	\$318,00	\$84.50	\$99.50	\$79.50 NA	\$72.50 NA	\$79.50	#VALUE!	#VALUE!	#VALUE!	#VALUE!		\$140,530.00	
		6	3000		4000	10000		000	1000	2000	9009	0000	0000	200	200	009	200	50	20	50	20	20	20	0009	3000	3200			
	Galoleben, Inc Approx DBA, Galassas Annual Bakan	\$1.35	\$1.45		\$1.39	\$1.29	\$139	6 1	\$1.79	\$1.20	\$1.25	64 50	8C.19		\$1.69	\$1.59	\$1.59	\$1.69	\$1.99	\$1.59	\$1.45	\$1.59		4	4	-4			
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	Approx Annual ( Usage	000	3000	_	4000	10000		0006	1000	3000	0009	9000	333	200	200	009	200	05	2	200	200	20	ne se	0009	3000	3500			
	Gold Star	.28	\$1.30	(	9.40	\$1.30	\$1.62	\$2.50	\$1.72	\$1.25	\$1.21	\$1.25		\$2.24	\$1.61	\$1.67	\$1.98	\$1.55	92.24	\$4.00	200.00	05. F≱	9 6	\$0.79	1.81	\$0.54			
	2007 School Year	zp	zp		75	dz	dz	ZÞ	dz.	Zp		loaf		loaf	dz	ZD	loar	loar	Cal	loal	loat	loar	100	az d-	70	ďz			
(	Bread Bids for 2006 - 2007 S	Hamburger Bun 1 51 grams wheat	Wheat Bun	Sesame Seed Hamburger Bun	Hot Dog Buns	Hot Don Blins	wheat	French Rolls 4 50 grams wheat	5 Dinner Rolls	6 Dinner Rolls 2dz	Bread 1 1/2 lb Loaf 7 22 usable slices	Bread 1 7/2 lb Loaf Wheat	Bread 1 1/2 lb Lost	8 enriched rye	9 Bread bin Pits	14 Millions	10 Glicod Eronch	13 2#Rve Oval	14 O# Daiein Bread	15 Prarie	16 2# Wheat Born,	17 Sourdough	18 Totille flour 6 in	10 Totilla flour 42 is	THE COLUMN IS HIS	ZU FORTING COM 6 IN	Total lines 1.9.3.	4, 5, 7	
L	Bre							_																					

We can not use due to 40 unit per delivery minimun Cajoleben, Inc DBA Galassas Bakery

award

Bid: 2006-24

Title: Bread and Bakery Products

#### **Supplemental Vendor Information**

Date:	JUN 0 2 2006 GOLD STAR FOODS
Name of	Firm: P.O. Box 58105, Vernon, CA 90058-0105
FOB:	(323) 846-8400 Fax (323) 846-1997  Anaheim Union High School District (All Schools)
rob.	
A:	Terms % discount if payment is made within after
B:	delivery and receipt of invoice.  Minimum order requirements
	TERMS: NET 30 DAYS
	BID # 2006-24 BREAD AND BAKERY PRODUCTS
	It is understood that the District reserves the right to reject and ad all items bid, to select individual items and to waive any informalities. Failure on the part of the company to meet contract requirements shall be cause for cancellation. Either party may cancel contract upon thirty (30) days written notice to the othe party.
	Non Collusion- By signing and submitting this proposal, I/we declare under penalty of perjury under the laws of the State of California that the price(s) quoted were arrived at independently. Neither the bid price nor the approximate amount of the bid has been disclosed to other bidders or potential bidders. Furthermore, I/we attest that no attempt has been made or will be made to induce any other entity to refrain from quoting or to submit any complementary quote on the proposed contract and that this quotation is made in good faith.
	Bidder Information Anaheim Union High School District
Nam	e of Bidder: Name Pravo
	GEORGE Ma THORSEN Diane Poore, Assist. Sup. Business
	Sec./Treas.  Gold Star Foods  Date: 6/27/06
Addr	ess of Bidder GOLD STAR FOODS  2652 Long Beach Ave., L.A., CA 90058  (323) 846-8400 Fax (323) 846-1997
Telep	phone
For	

### GOLD STAR FOODS

P.O. Box 58105, Vernon, CA 90058-0105 (323) 846-8400 Fax (323) 846-1997

#### PLEASE DIRECT ANY QUESTIONS ON THIS BID TO:

Terry Gerner, Director of Food Service

Telephone: (714) 999-3560

Please Note: Please return this Bid signed "No Bid" with reason for

your decision if your firm declines to participate.

Attachment A

**Qualified List of Products** 

Attachment B

**Delivery Sites** 

Attachment C

Request for References and

Certification and Debarment

#### **Bid Form Direction:**

A: Information requested on General Conditions:

**Bid Form Cover** 

Attachment A, Qualified List of Products

Attachment C, Reference Information, and Certification and

Debarment.

P.O. Box 58105, Vernon, CA 90058-0105 (323) 846-8400 Fax (323) 846-1997

#### Anaheim Union High School District 501 Crescent Way Anaheim, CA 92801

Request for Bid # 2006 - 24 Bread and Bakery Products BID MUST BE DELIVERED TO THE DISTRICT PURCHASING DEPT. ROOM 306 AT THE ABOVE ADDRESS BY 2:00 P.M. ON JUNE 2, 2006.

#### Instructions and Information for Bidders

#### 1. Preparation and Submission of Bid Form

- a. Anaheim Union High School District invites bids on the form enclosed to be submitted in a separate sealed envelope bearing on the outside "Cafeteria Food Bread and Bakery Products."
- b. It is the sole responsibility of the bidder to ensure that the bid is received by 2:00 P.M. on June 2, 2006.
- c. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.
- d. If requested bidders will be required to provide samples of products at no cost to the District.

#### 2. Bid Opening

a. All bids will be publicly opened at 2:00 P.M. June 2, 2006 at the following location:

Anaheim Union High School District Superintendent's Conference Room 501 Crescent Way Anaheim, CA 92801

#### 3. Signatures

- a. Bids must be signed with the firm name and an authorized officer, agent or employee.
- b. Obligations assumed by such signature must be fulfilled.

#### 4. Withdrawal of Bid

a. Any Bidder may withdraw his bid personally or by written request at any time prior to the scheduled closing time for the receipt of bids.

#### 5. Agreement Period

- a. This bid covers the period of July 01, 2006 through June 30, 2007.
- b. Pursuant to Education Code, Section 39644 and 81644, this agreement may be extended for four, one year periods (through June 30, 2011) by mutual agreement of both parties subject to mutually accepted price adjustments effective at the time of the renewal.

#### **GOLD STAR FOODS**

P.O. Box 58105, Vernon, CA 90058-0105 (323) 846-8400 Fax (323) 846-1997

#### 6. Goods and Services

a. The service requested is the distribution of bread and bakery products specified by the District to the District Food Center (DFC) and eighteen of the District's school cafeterias. (see Attachment B)

#### 7. Delivery Services

- a. After receiving written notification of award, each successful bidder shall be required to commence with the delivery of all items which have been awarded immediately after receipt of a participation district purchase order.
- b. Failure to complete all deliveries within fourteen (14) calendar days after receipt of a district purchase order shall be considered sufficient cause for default.
- c. Deliveries must be made in such time as to allow for effective receipt and check in of goods.
- d. Goods are to be placed within the kitchen or storage area as specified by the managers of the school sites, or the District Food Center.
- e. Deliveries must be received by an authorized employee of the District.
- f. Drivers will remove empty trays during the same period as the delivery of fresh product.
- g. Deliveries will be made between the hours of 6:30-7:30 A.M., 8:00-11:00 A.M. or 12:30-2:00 P.M. at the 18 school sites, and between 5:00 A.M.-5:30 A.M. at the District Warehouse.

#### 8. Orders

- a. Orders will be placed biweekly by the school locations and the District Food Center (DFC).
- b. Orders will be placed one week in advance of delivery. However, the successful vendor must be able to respond to special requests on shorter notice.
- c. Bidders are requested to indicate in their response the minimum time required for an order/delivery cycled.
- d. Delivery must be within seven (7) days of order.
- e. The schedule for orders and deliveries will be mutually agreed upon by the District and the successful bidder.

#### 9. Pricing

- a. All prices shall be quoted FOB destination.
- b. Attachment A is a listing of the current products and or quantities that the District will purchase under this bid.
- c. The successful vendor must be able to provide any and all food products specified by the District within the general types of products typically purchased.
- d. Bidders must be able to provide all products listed in this bid and not pricing an item may result in rejection of the bid.

e. The District reserves the right to require copies of receipted invoices from the manufacturer to the vendor showing distributor cost and to validate those prices in any manner that the District deems appropriate.

#### 10. Product

- a. All products must be baked fresh daily. Frozen product is not acceptable.
- b. All products must be securely wrapped, sealed or packaged so that the product will be thoroughly protected.
- c. All bakery/bread products shall be made from enriched flour according to U.S. Government standards unless otherwise specified.
- d. The successful vendor will furnish item "Product Information and Nutrition" information for each of the products used by the District.
- e. The successful vendor will furnish, at no charge to the District, racks, trays, baskets, etc. necessary for the delivery and storage of product.
- f. All equipment must be in clean and sanitary condition.

#### 11. Quantities

- a. Quantities shown are estimated usage of the Districts for the bid period.
- b. Currently the District purchases approximately \$150,000 in bakery products per annum.
- c. The District reserves the right to purchase more or less of the units specified.
- d. Items specified may differ from school location due to individual student/staff preference.
- e. USDA commodities offered to the District can directly affect quantities listed.

#### **General Conditions**

#### 12. Award of Agreement

- a. The Anaheim Union High School District reserves the right to:
  - i. reject any or all bids
  - ii. waive any irregularities or informalities in any bids or the bidding
  - make its selection of items based upon its specifications or to select items which are most economical and or best suited for the District.
- b. The Anaheim Union High School District has the right to award to one or more bidders.
- c. If all factors are equal American grown and manufactured products will be given preference.
- d. The District further reserves the right to not necessarily purchase all items and/or quantities listed in the bid documents. The quantities

P.O. Box 58105, Vernon, CA 90058-0105 (323) 846-8400 Fax (323) 846-1997

listed are estimates of the needs of the District and may be adjusted to meet the actual needs when determined.

#### 13. Prices

- a. Prices must be stated in the units specified and remain firm for all orders placed during the Agreement Period:
- b. Prices must be firm for the Agreement Period and may only be increased on a pass through basis, (i.e., increase to Distributor five cents, increase to District five cents) and must be accompanied by written proof of increase by suppliers.
- c. Products ordered prior to price increase and calling for immediate delivery will be billed at original price regardless of delivery date.

#### 14. Placement of Orders

a. Orders shall be issued directly to the vendor, commencing from bid award, July 01, 2006 through June 30, 2007.

#### 15. Invoices

a. Invoices shall be submitted in triplicate to Anaheim Union High School District Food Service Department and shall contain the following information: purchase order number, manufacturer code number, item description, quantity, unit price, extended totals and applicable discounts for items delivered.

#### 16. Reports and Order Forms

- a. The successful bidder will provide order forms in a format mutually agreed upon by both parties.
- b. A monthly recap, which reflects usage for the month and year to date, will be provided. The Report will be by item, with each site's usage and the Districts total.

#### 17. Liability

- a. The successful vendor will indemnify the district for any loss or damages incurred by the vendor in the execution of this agreement including but not limited to damage occurring during deliveries.
- b. The successful vendor will furnish proof of insurance in the amount of \$2,000,0000 for liability.

#### 18. Anti-Discrimination

a. It is the policy of Anaheim Union High School District that in connection with all services performed for the District, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status, and therefore the bidder agrees to

P.O. Box 58105, Vernon, CA 90058-0105 (323) 846-8400 Fax (323) 846-1997

comply with applicable Federal and California State laws including, but not limited to Sections 1410 and 1735.

b. In addition the bidder agrees to require like compliance by all subcontractors employed by him.

#### 19. Evidence of Responsibility

- a. The bidder must certify that they, their company nor any company in which they hold or have held an ownership interest has not declared bankruptcy, been in receivership or had liens against them for a period of not less than five years.
- b. Bidders must submit three references of school districts of comparable size and volume with which they are or have done business for a period of not less than one year within the past three years.

#### 20. Bidder's Disclosure Information

a. All disclosure, certification, suspension and debarment certification and no collusion forms or affidavits contained in this bid must be completed and submitted prior to the final award.

#### 21. Assignment of the Agreement

 No agreement awarded under this bid shall be assigned without the prior written approval of the District.

#### 22. Default

- a. The District reserves the right to terminate this agreement at any time when and if it is in the best interest of the District with 30 days written notice delivered to the vendor by mail or personal service.
- b. The next qualified bidder would be awarded should default occur.



June 1, 2006

award

Ms. Terry Panghorn Director of Food Services Anaheim Union High School District P.O. Box 3520 Anaheim, CA 92803

Dear Terry,

Swift Produce will supply fresh fruits and vegetables to your school district at one percent above the Los Angeles Wholesale Fruit and Vegetable Market Report.

The prepared vegetables and premixed salad product prices are guaranteed from July 1, 2006 through June 30, 2007. However, we ask your permission to reserve the right to make necessary price changes on processed vegetables in the event of strikes, extreme weather conditions or other factors effecting supply of these products. Furthermore, any items purchased by the pound or piece, will be priced at fair marked value.

All orders will be shipped daily to the Anaheim Nutrition Center, between the hours of 5:00 a.m. and 5:30 a.m. All other school deliveries will be shipped at request, with a one day notice.

Swift Produce pledges to fulfill your business needs in the 2006/2007 school year effectively and efficiently. We look forward to a successful year and hope to hear from you soon.

Sincerely,

Mike Randazzo Vice President

MR/

Enclosure: Produce Bid

#### Anaheim Union High School District 501 Crescent Way Anaheim, Ca. 92801

Request for Bid # 2006-25 Fresh Produce and Prepared Vegetables BID MUST BE DELIVERED TO THE DISTRICT PURCHASING DEPT. ROOM 306 AT THE ABOVE ADDRESS BY 2:00 P.M. ON JUNE 2, 2006.

#### **Instructions and Information for Bidders**

#### 1. Preparation and Submission of Bid Form

- i. Anaheim Union High School District invites bids on the form enclosed to be submitted in a separate sealed envelope bearing on the outside "Cafeteria Food Fresh Produce and Vegetables."
- ii. It is the sole responsibility of the bidder to ensure that the bid is received by 2:00 P.M. on June 2, 2006
- iii. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.
- iv. If requested bidders will be required to provide samples of products at no cost to the District.

#### 2. Bid Opening

i. All bids will be publicly opened at 2:00 P.M. June 2,2006 at the following location:

Anaheim Union High School District Savanna Room 50 | Crescent Way Anaheim, Ca. 9280 |

#### 3. Signatures

- i. Bids must be signed with the firm name and an authorized officer, agent or employee.
- ii. Obligations assumed by such signature must be fulfilled.

#### 4. Withdrawal of Bid

 Any Bidder may withdraw his bid personally or by written request at any time prior to the scheduled closing time for the receipt of bids.

#### 5. Agreement Period

- i. This bid covers the period of July 01, 2006 through June 30, 2007.
- ii. Pursuant to Education Code, Section 39644 and 81644, this agreement may be extended for four, one year periods (through June 30, 2011) by mutual agreement of both parties subject to

mutually accepted price adjustments effective at the time of the renewal.

#### 6. Goods and Services

- i. The service requested is delivery of fresh and prepared fruits and vegetables to the District Food Center and eighteen of the District's school cafeterias. (see Attachment B)
- ii. All fresh produce shall be processed, handled and distributed in accordance with state regulations and Orange County Health Department standards for food processing and distribution.

#### 7. Delivery Services

- After receiving written notification of award, each successful bidder shall be required to commence with the delivery of all items which have been awarded immediately after receipt of a participation district purchase order.
- ii. Failure to complete all deliveries within fourteen (14) calendar days after receipt of a district purchase order shall be considered sufficient cause for default.
- iii. All produce will be delivered in refrigerated trucks free from sulfites.
- iv. Deliveries must be made in such time as to allow for effective receipt and check in of goods.
- v. Goods are to be placed within the kitchen or storage area as specified by the managers of the school sites, or the District Food Center.
- vi. Deliveries must be received by an authorized employee of the District.
- vii. Deliveries to the DFC shall be daily and must be completed between 5:00 A.M. and 5:30 A.M.
- viii. The times and frequency of orders and deliveries to the school sites is subject to mutual agreement and the District will consider reasonable requests for flexibility in scheduling to achieve the lowest cost to the District. The District prefers that deliveries be made to the schools three times per week (Monday, Wednesday and Friday).

#### 8. Orders

- i. Orders will be placed by the District Food Center (DFC) daily.
- ii. Orders will be placed by the school sites biweekly.
- iii. Orders will be placed one week in advance of delivery. However, the successful vendor must be able to respond to special requests on shorter notice.
- iv. Bidders are requested to indicate in their response the minimum time required for an order/delivery cycled.
- v. Delivery must be within seven (7) days of order.
- vi. The schedule for orders and deliveries will be mutually agreed upon by the District and the successful bidder.

#### 9. Pricing

- i. All prices shall be quoted FOB destination.
- ii. Attachment A is a listing of the current products and or quantities that the District will purchase under this bid.
- iii. The successful vendor must be able to provide any and all food products specified by the District within the general types of products typically purchased.
- iv. Bidders must be able to provide all products listed in this bid and not pricing an item may result in rejection of the bid.
- v. The District reserves the right to require copies of receipted invoices from the manufacturer to the vendor showing distributor cost and to validate those prices in any manner that the District deems appropriate.

#### 10. Quantities

- i. Quantities shown are estimated usage of the Districts for the bid period.
- ii. The District reserves the right to purchase more or less of the units specified.
- iii. Items specified may differ from school location due to individual student/staff preference.
- iv. USDA commodities offered to the District can directly affect quantities listed.

#### General Conditions

#### 1. Award of Agreement

- i. The Anaheim Union High School District reserves the right to reject any or all bids, to waive any irregularities or informalities in any bids or the bidding, and to make its selection of items based upon its specifications, or which are most economical and or best suited for the District.
- ii. The Anaheim Union High School District has the right to award to one or more bidders.
- iii. The District reserves the right to select items to be purchased item by item or of like design and /or type.
- iv. If all factors are equal American grown and manufactured products will be given preference.
- v. The District further reserves the right to not necessarily purchase all items and/or quantities listed in the bid documents. The quantities listed are estimates of the needs of the District and may be adjusted to meet the actual needs when determined.

#### 2. Prices

- i. Prices must be stated in the units specified and remain firm for all orders placed during the Agreement Period.
- ii. Prices must be firm for the Agreement Period and may only be increased on a pass through basis, (i.e., increase to Distributor five cents, increase to District five cents) and must be accompanied by written proof of increase by suppliers.
- iii. Products ordered prior to price increase and calling for immediate delivery will be billed at original price regardless of delivery date.

#### 3. Placement of Orders

i. Orders shall be issued directly to the vendor, commencing from bid award, July 01, 2006 through June 30, 2007.

#### 4. Invoices

 Invoices shall be submitted in triplicate to Anaheim Union High School District Food Service Department and shall contain the following information: purchase order number, manufacturer code number, item description, quantity, unit price, extended totals and applicable discounts for items delivered.

#### 5. Reports and Order Forms

- i. The successful bidder will provide order forms in a format mutually agreed upon by both parties.
- ii. A monthly recap, which reflects usage for the month and year to date, will be provided. The Report will be by item, with each site's usage and the Districts total.

#### 6. Liability

- The successful vendor will indemnify the district for any loss or damages incurred by the vendor in the execution of this agreement including but not limited to damage occurring during deliveries.
- ii. The successful vendor will furnish proof of insurance in the amount of \$2,000,0000 for liability.

#### 7. Anti-Discrimination

- i. It is the policy of Anaheim Union High School District that in connection with all services performed for the District, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status, and therefore the bidder agrees to comply with applicable Federal and California State laws including, but not limited to Sections 1410 and 1735.
- ii. In addition the bidder agrees to require like compliance by all subcontractors employed by him.

#### 8. Evidence of Responsibility

- i. The bidder must certify that they, their company nor any company in which they hold or have held an ownership interest has not declared bankruptcy, been in receivership or had liens against them for a period of not less than five years.
- ii. Bidders must submit three references of school districts of comparable size and volume with which they are or have done business for a period of not less than one year within the past three years.

#### 9. Bidder's Disclosure Information

 All disclosure, certification, suspension and debarment certification and no collusion forms or affidavits contained in this bid must be completed and submitted prior to the final award.

#### 10. Assignment of the Agreement

i. No agreement awarded under this bid shall be assigned without the prior written approval of the District.

#### 11. Default

- i. The District reserves the right to terminate this agreement at any time when and if it is in the best interest of the District with 30 days written notice delivered to the vendor by mail or personal service.
- ii. The next qualified bidder would be awarded should default occur.

#### PLEASE DIRECT ANY QUESTIONS ON THIS BID TO:

Terry Pangborn, Director of Food Service

Telephone: (714) 999-3560

Please Note: Please return this Bid signed "No Bid" with reason for your decision if your firm declines to participate.

Attachment A Qualified List of Products

Attachment B Delivery Sites

Attachment C Request for References and Certification and

Debarment

#### **Bid Form Direction:**

A: Information requested on General Conditions:
Bid Form Cover
Attachment A, Qualified List of Products
Attachment C, Reference Information, and Certification and Debarment.

## Anaheim Union High School District Produce Bid

Attachment A BID# 2006-25

Item	Description	Unit	Price	1% 1 %Mari
	Apples, fresh US Grade #1 fancy, 113's Red Del	Case		1 % Wark
	Apples, fresh US Grade #1 fancy, 138's Red Del	Case	14.95	
	Apples, fresh US Grade #1 fancy, 138's Granny Smith	Case .	15.95	
	Apples, Sliced, Indiv. Pkg.	Case	47,50	
	Apples, Sliced, 5# Bag.	Bag	4.50	
	Bananas Fresh US Grade #1 green tip	Pound	.29	
	Bananas Green Tip Petite 150/CS	Case	13.45	<u> </u>
	Brocolli Fresh US Grade #1 Florettes, 5# Bag	Bag	6.95	
	Cabbage, Green Fresh US Grade #1	Each	.45	
	Cabbage, Red, Fresh US Grade #1	Each	.45	
	Cantaloupe, Fresh, US grade #1 36's	Each	.55	
	Carrots, Coin 5# Bag	Case	3.25	
	Carrots, fresh shredded 5# Bag	Bag	3.25	
	Carrots, whole, fresh US Grade #1	Pound	.29	
	Carrots, sticks 5# bag	Bag	3.95	1 (
	Carrots, baby indv. 2oz bag/100/case	Case	12.50	
	Carrots, baby 5# bag	Bag	3.95	
_ 1	Cauliflower, fresh US grade #1 florettes, 5# bag	Bag	6.75	
	Celery, stick 5# bag	Bag	3.75	
	Celery, fresh, diced 5# bag	Bag	3.25	
	Cilantro, fresh, bunch	Bunch	.30	
22	Coleslaw, 5# bag	Bag	2.40	
23	Cucumbers, fresh, US Grade #1 fancy 36's	Each	.50	
	Endive, fresh, US grade #1	Each	.65	
25	Grapes, lunch bunch 150/cs	Case	14.50	
26	Grapes, seedless, US Grade #1	Pound	.69	
27	Fajita Mix, 5# Bag	Bag	6.45	
28	licama	Pound	.35	
29	licama, stick, 3/8"x4"x4", 5# Bag	Bag	6.45	
30	Kiwi,US Grade #1	Carton	6.95	
31 [	emons	Each	.30	
32 [	ettuce, 3way trimmed and cleaned 5#	Bag	2,55	
33 [	_ettuce, shreded 5# bag	Bag	2.45	

# Anaheim Union High School District Produce Bid

)m	Description	Unit	Price	1%Marku
34	Lettuce, Romaine, fresh, cleaned, chopped	Pound	1.14	
35	Melon, Honeydew, US Grade #1	Each	1.40	
36	Nectarines, US grade #1, 84Ct	Lug	9.90	
37	Onoins, diced 5# bag	Bag	2.75	
38	Onion, green, US grade #1, bunch	Bunch	.30	
39	Onion, spanish	Pound	.29	
40	Onion, red	Pound	.49	
41	Oranges, fresh, US Grade #1 138's	Case	8.95	
42	Parsley, freshfoliage, curly leaf	Bunch	.20	
43	Peaches, fresh US Grade #1 90/case	Case	12.75	
44	Pears, fresh US Grade#1 105/case	Case	15.50	
45	Peppers, Bell, Green	Pound	.69	
46	Peppers, Bell, Red	Pound	.89	
47	Pineapple, Fresh US Grade #1 Fancy Size, 6	Case	12.50	
48	Plums, US grade #1 2"	Pound	.75	
49	Potatoes, US Grade #1 Long Bkng Fancy 70 Ct	Case	10.70	
50	Potato Salad #8 Carton	Each	7.45	
51	Macaroni Salad, 8# Carton	Each	7.45	
52	Radishes, US Grade #1	Bunch	.45	
53	Spinach Us Grade #1	Pound	.65	
54	Spinach Leaves, Ready to use	Pound	1.35	
	Strawberries, Medium 12 Baskets/flat	Flat	10.50	
	Strawberries, basket	Basket	<b>,8</b> 5	
,57	Tangerines, US Grade #1	Pound	.69	
58	Tomateos Fresh US Grade #1	Pound	65	
59	Tomateos , 6x6	Lug	10.90	
60	Tomateos Fresh US Grade #1 Cherry	Basket	.95	
61	Watermeion, US Grade #1, Seedless	Pound	.29	
62	Zucchini	Each	.45	·
63	Zucchini, coins, 5# bag	Bag	5.70	
64	Delivery charge for DOD produce:	per/case	4.50	

Bid: 2006-25 Title: Fresh Produce and Prepared Vegetables

MAY 31, 2006

#### Supplemental Vendor Information

Date:	M	AY 31, 2006	
Name of	Firm: S	WIFT PRODUCE	
FOB:	<u>Anal</u>	heim Union High School Dist	rict (all schools)
A:		d receipt of invoice.	nt is made within after
B:	Minimum o	order requirements <u>NONE</u>	•
	BID # 20	006-25 FRESH PRODUCE	AND PREPARED VEGETABLES
	to select inc	dividual items and to waive any to meet contract requirement	the right to reject and ad all items bid, by informalities. Failure on the part of att shall be cause for cancellation. irty (30) written notice to the other
	penalty of p quoted were amount of t Furthermor induce any	perjury under the laws of the Se arrived at independently. Nother bid has been disclosed to be, I/we attest that no attempt lother entity to refrain from questions.	ng this proposal, I/we declare under State of California that the price(s) either the bid price nor the approximate other bidders or potential bidders, has been made or will be made to noting or to submit any complementary his quotation is made in good faith.
	Bidder	Information	Anaheim Union High School District
Naп	ne of Bidder	: SWIFT PRODUCE	Dianie Pople
Supe	erintendent ²	(Signature)	Date: Le/29/DLe
Add	ress of Bidd	BUENA PARK, CA	
Tele	phone	(714) 522-6124	
Fax:		(714) 522-6127	

#### **CONTRACT NO. C-4662**

#### AMENDMENT 1

SPONSOR	RECIPIENT
Anaheim Union High School District ("SPONSOR")	CSU Fullerton Auxiliary Services Corporation ("ASC")
	Tax ID Number: 95-2081258 DUNS: 106670755
Address: 501 Crescent Way Anaheim, CA 92801	Address: 2600 Nutwood Avenue, Suite 275 Fullerton, CA 92831
Amount funded by this Amendment: \$12,574	Estimated Contract Total: \$75,444
Budget Period: 09/03/2009 through 09/02/2010	Total Project Period: 11/18/2008 through 09/02/2014

#### The contract has been amended as follows:

1. Scope of Work and Budget. ASC shall be responsible for the tasks described in the Statement of Work ("WORK") which is attached and incorporated herein as Exhibit A-1. In consideration of the work to be conducted by ASC, SPONSOR shall pay ASC amount not to exceed the estimated contract total amount, and in accordance with Exhibit B-1, attached hereto.

#### ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT REMAIN UNCHANGED.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

	For ASC
	Land all Juntol 3/12/10
Date	William M. Dickerson Date
	Title: Executive Director
	Date

#### **EXHIBIT A-1**

#### SCOPE OF WORK

#### Project Period 11/18/2008 through 09/02/2014

Ana Aguayo-Bryant will serve as the Project Director for GEAR UP Anaheim. District shall pay a portion of Ms. Aguayo-Bryant's salary and fringe benefits at California State University, Fullerton.

Ana Aguayo-Bryant's position will report to the Director for Educational Partnerships at the California State University, Fullerton (CSUF), as shown on the attached "Gear Up Anaheim Organizational Chart."

As Project Director, Ms. Aguayo-Bryant will continue to provide administrative leadership and be responsible for the over all implementation of the GEAR UP Program¹: day-to-day operations of the project including planning, administering and supervision of staff and budgeting; serves as the program's chief liaison to Anaheim Union High School District, CSUF departments and the community. Her responsibilities include, but are not limited to, the following:

- 1. Develops, implements, supervises, and evaluates project activities.
- 2. Recruits, hires, trains, supervises and evaluates all staff.
- 3. Manages project budget and monitors and approves expenditures.
- 4. Oversees record keeping on program participants to ensure compliance with grant regulations.
- 5. Prepares and submit Annual Performance Report to US Department of Education and any other reports required by them or CSUF.
- 6. Maintain quality partnerships with project schools sites, community-based organizations, and other educational partners.
- 7. Attends national and regional conferences representing campus and GEAR UP projects.
- 8. Conducts college awareness and motivation workshops and presentations.
- 9. Performs all duties required for the implementation and operation of the project as required.

#### **EXHIBIT B-1**

#### ANNUAL BUDGET

P	er	SO	n	n	el

Ana Aguayo-Bryant Annual Base: \$79,200

11.62% effort \$9,200

Fringe Benefits \$3,374

Sub-total Personnel \$12,574

Other Direct Costs \$ 0

Indirect Costs \$__0

Total Costs \$12,574

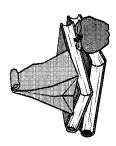
The Annual Budget alloted for this contract is estimated at \$12,574. The total estimated total contract cost is \$75,444 for the six-year project period, from 11/08/2008 through 09/02/2014.



# AUHSD JR & SENIOR HIGH SCHOOL STUDENT PRICE LIST 2010-2011

Breakfast Meal \$1.75 Prepaid 20 Breakfast \$35.00 Combo Lunch \$2.75

Prepaid 20 Br	eakfast \$35.00	Prepaid 20 lunches for \$55.00				
\$0.25	\$0.50	\$0.50	\$0.75	\$1.00		
1 oz. Cheese Stick Goldfish/Grahams (2 pkg) Philly Cheese 1.5 oz.(LF) 2 oz. Marinara 3 pkg. Graham Ranch Dressing Pkt.(Fat Free) Condiment Cup	Milk Fresh Fruit Bagged Carrots 4 oz. Fruit Cup Veg. Cup/Fries 4 oz. Juice Brownie (low fat)	3 oz. Jalapeno Cup 1.5 oz. Cookie Pumpkin Seeds Shape-Up Trail Mix Fruit Leather 1 oz. Cheese Stick/Cube 1 oz. Cookie	8 oz. Frozen Beverage Single Pop Tart Fresh Baked Cookie (low fat) Prepacked Cookie (1.5 oz.) Super Bakery Donut Corn Nuts	O.C. Fruit Ice (3.75 oz.) Single Serve Beef Jerky Garden Salad Blue Bunny Ice Cream		
\$1.00	\$1,25	\$1.25	\$1,25	\$1.25		
8 oz. Gatorade Arrowhead Water 16.9 oz. Frito Lay Chips El Rancho Chips 20th Century Soup Cup 12 oz Frozen Beverage Powerade Gatorade	Bagel & Cream Cheese 8 oz. Yogurt Cereal (sm) & Milk 4 ea. French Toast Sticks Breakfast Burrito Breakfast Pizza Breakfast Sausage Stick	Lg. Coffee Cake Quaker Oat Cup Pretzel Double Pot Tart	10 oz Treetop Juice Canada Pure (Flvrd Wat) Arizona Ice Tea	Water Cyrstal Gey. 25.3 oz. Dole Juice (16 oz.) Minutemaid Juice (16 oz.) Tropicana Juice Blue Bunny (4-5 oz.)		
\$1.50	\$1.75	\$2.00	\$2.75	\$2.75		
	Breakfast Meal (bread/protein, milk, fruit) Nestle Nesquick	Fruit Yogurt Parfait X-tra Entree	Shaker Salad Munchie Cup Chix. Strips +1 dressing Rice Bowls (wh. box) Sub World 4" Sand.	Boxed Round Pizza Mega Burger Chicken Strips		
			+ Fruit, Veg. or Milk	+ Fruit, Veg. or Milk		
	Militeral (the light tip)		1			
\$3.00 Seasonal Fresh Fruit	\$3.50  Flour Tortilla Wrap Subway 6" Sand. Protein Salad (Clam Shell)	Ala Ca	ms Sold arte meet & SB965			



# Anaheim Union High School District Breakfast Combo \$2.00 *choice from Student Breakfast Line Lunch Comb \$4.00 ADULT PRICE LIST 2010 - 2011



\$0.75	Kelloggs Rice Krispy Fresh Baked Cookie Prepacked Cookie Super Bakery Donut Corn Nuts	\$1.75	Fresh Soup 12 oz.	***********	Adult Lunch includes Entrée Vegetable Fruit Choice of Ice Tea or Milk
\$0.75	Granola Bars Corn Nuts 4 oz. Yogurt Single Pop Tart Coffee/Tea	\$1.50	Gatorade, Water 20 oz. Soda Baked Potato/Butter (\$.25 for each extra item on potato)	\$4.00	Adult Lunch Special Protein Salad (Bl or Sq. Dish)
\$0.50	Fresh Fruit Hot Vegetable Deviled Egg/Hard Boiled 4 oz. Trail Mix Fruit Cup Brownie	\$1.25	Lg. Coffee Cake Breakfast Entrée O.C. Fruit Ice (3.75 oz.) Dole Juice (16 oz.) Blue Bunny Ice Cream 8 oz. Yogurt Slice of Pie	\$3.50	<b>Seasonal</b> Fresh Fruit 6"Subway Sand. 10"Flour Tortilla Wrap
\$0.50	Milk 4 oz. Fruit Juice Pudding Cup 3 oz. Jalapeno Cup	\$1.25	Pretzel Mexican Sweet Bread Coffee Cake Bagel & Cream Cheese Cereal (sm) & Milk Instant Oatmeal Cup Cinnamon Roll 3 oz. Cottage Cheese/Fruit	\$2.50	Sandwiches Round Pizza Shaker Salad 4"SubWorld Sand.
\$0.25	Cracker Critters Goldfish/Grahams (2-pkg) Saltine Crackers (2 pkgs.) Graham Crackers 3-pkg Cream Cheese 1.5 oz.LF Ranch Dressing Pkt (fat free) Condiment cup	\$1.00	12 oz. Canned Soda 16.9 oz. Water Chips Garden Salad 8oz 12oz Frozen Beverage 100% Snapple(12 oz can)	\$2.00	Breakfast Combo (Break. Entrée, Fruit, Milk) Fruit Yogurt Parfait Prices subject to change

## Declaring Certain Furniture as Unusable, Obsolete, and/or Out-of-Date and Ready for Sale, or Destruction

Quantity	Description				
1	REFRIGERATOR				
1	TELEVISION				
1	HOBART FLOOR MIXER				

## Declaring Certain Equipment as Unusable, Obsolete, and/or Out-of-Date and Ready for Sale, or Destruction

Quantity	Type of Equipment	
53	MONITORS	
28	COMPUTERS (CPU'S)	
12	LAPTOP COMPUTERS	
15	PRINTERS	
1	SCANNER	
4	DOCUMENT CAMERAS	

#### 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) **
Science Books					
Life Science Books	38	Outdated	Fair	Obsolete	No To be sold
History Books					
Medieval & Early					No
Modern Times	66	Outdated	Fair	Obsolete	To be sold
Geography Books					
Geography Tools and					No
Concepts	48	Outdated	Fair	Obsolete	To be sold
Art Books					
					No
Art in Focus	26	Outdated	Fair	Obsolete	To be sold
*Books have been viewed to and/or out-of-date, damage				, obsolete,	**If not sold, will be destroyed.

## PURCHASE ORDER DETAIL REPORT BOARD OF TRUSTEES MEETING 04/29/2010

FROM 03/23/2010 TO 04/19/2010

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
D64A0279	VAVRINEK TRINE DAY AND CO	10,000.00	10,000.00	0100164571 5820	DEF MAIN-CATEG FLEX/AUDIT / AUDIT FEES
D64A0280	NAKAO, BETH	200.00	200.00	0119255511 5805	VISION/SE SEP CL/SEV / INSTRUCTIONAL PROF
D64A0281	RENAISSANCE LEARNING INC	4,067.00	4,067.00	0131456010 5880	BR/EIALEP/INSTR / OTHER OPERATING EXPENSES
D64A0282	PROMAC IMAGE SYSTEMS	225.00	225.00	0168140027 4320	GI SOUTH/SCH ADM/SCH ADM / OTHER
D64A0283	OC HUMAN RELATIONS COUNCIL	3,000.00	3,000.00	0137380610 5805	SYCAMORE/TITLE I-ARRA/PARENTNG /
D64A0284	PARENT INSTITUTE FOR QUALITY	7,760.00	7,760.00	0124381010 5805	LO/TITLE IMNSTRUCTIONAL / INSTRUCTIONAL
D64A0285	LOS ANGELES MARITIME INSTITUTE	1,700.00	1,700.00	0120405010 5880	TRANSP GRANT/INSTR / OTHER OPERATING
D64A0286	PARENT INSTITUTE FOR QUALITY	10,160.00	10,160.00	0122381010 5805	MA/ECIA1/INSTR / INSTRUCTIONAL PROF
D64A0287	HARLAND TECHNOLOGY SERVICES	1,780.00	1,780.00	0124140027 5610	LOARA/SCH ADM / REPAIRS/MAINT - O/S SERVICES
D64A0288	BMC INC	350.00	350.00	0163456021 4310	EIALEP / SUPR INST / INSTRUCTIONAL MATL &
D64A0289	CLAIM RETENTION SERVICES	24,000.00	24,000.00	0177177072 5810	RISK MANAGEMENT / NON-INSTRUCTIONAL PROF
D64A0290	HARBOR CONSTRUCTION COMPANY IN	13,536.00	13,536.00	2525730085 6270	KA/MODERN-COP/ACQ CONST / MAIN BUILDING
D64C0211	CLASSIC PARTY RENTALS	309.86	309.86	0152152030 5620	PUPIL TEST/TEST / RENTALS/OPERATING LEASES
D64C0216	CALIFORNIA CARPET COMPANY INC.	1,980.00	990.00	0128028010 4310 0138028010 4310	CY/ATHLET/INSTR / INSTRUCTIONAL MATL & BALL/ATHLET/INSTR / INSTRUCTIONAL MATL &
D64C0220	JART DIRECT MAIL SERVICE	2,888.75	2,888.75	0118118072 5810	GRAPHICS/GENL ADM / NON-INSTRUCTIONAL
D64C0221	DATA RECOVERY SERVICES	1,500.00	1,500.00	0108108077 5610	INFO SYSTEM/DP / REPAIRS/MAINT - O/S SERVICES
D64C0222	WKRP SERVICES INC.	190.00	190.00	0127234081 5610	KE/GLASS/MO / REPAIRS/MAINT - O/S SERVICES
D64C0223	ALVARADO PAINTING, A	800.00	400.00	0120237081 5610 0137237081 5610	ANAHEIM/PAINT/MO / REPAIRS/MAINT - O/S SY/PAINT/MO / REPAIRS/MAINT - O/S SERVICES
D64C0224	ACTION DOOR REPAIR CORP.	450.00	450.00	0125230081 5610	KA/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
D64C0225	E.G. AIRE HEATING AND AIR COND	7,100.00	7,100.00	0124235081 4410	LOARA/HVAC/MO / EQUIPMENT -
D64C0226	PEST OPTIONS INC	450.00	450.00	0148222081 5610	HANDEL/OPERATIONS-GROUND/MO /
D64C0227	SPECTRA COMPANY	4,682.00	4,682.00	0124230081 5610	LOARA/GENERAL/MO / REPAIRS/MAINT - O/S

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## PURCHASE ORDER DETAIL REPORT

BOARD OF TRUSTEES MEETING 04/29/2010

FROM 03/23/2010 TO 04/19/2010

**BUSINESS/GENL ADM / TRAVEL AND CONFERENCE** WESTERN/PHYS ED/INSTR / INSTRUCTIONAL MATL IUNIOR LEADERSHIP CORP (JLC) / INSTRUCTIONAL SY/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES LEARN HDCP S/SE SEP CL/NSEV / INSTRUCTIONAL LEX/LOC GRANT/GIFT / INSTRUCTIONAL MATL & WA/PLUMB/MO / REPAIRS/MAINT - O/S SERVICES ANAHEIM/GENERAL/MO / REPAIRS/MAINT - O/S WESTERN/VEA-2B/INSTR / OTHER OFFICE/MISC MA/POOL/MO / REPAIRS/MAINT - O/S SERVICES DALE/ECIAI/INSTR / INSTRUCTIONAL MATL & SA/POOL/MO / REPAIRS/MAINT - O/S SERVICES SA/SCH ADM/SCH ADM / REPAIRS/MAINT - O/S KE/VEA-2B/INSTR / INSTRUCTIONAL MATL & SY/GENERAL/MO/MAINTENANCE SUPPLIES ITT BUILDING/ M & O / REPAIRS/MAINT - O/S ITT BUILDING/ M & O / REPAIRS/MAINT - O/S CY/ART/INSTR / INSTRUCTIONAL MATL & LOARA/GLASS/MO / REPAIRS/MAINT - O/S MAINT-FENCE/MO / REPAIRS/MAINT - 0/S LOARA/HVAC/MO/REPAIRS/MAINT-O/S PSEUDO / OBJECT DESCRIPTION 0120230081 5610 0100906081 5610 0124235081 5610 0106106072 5210 0123240081 5610 0134239081 5610 0137230081 5610 0123140027 5610 0100906081 5610 0124234081 5610 0132251511 4310 0127393010 4310 0135381010 4310 0128005010 4310 0144591510 4310 0120232081 5610 0137230081 4355 0122240081 5610 0121393010 4320 0121027010 4310 0140536010 4310 ACCOUNT NUMBER ACCOUNT 1,500.00 1,000.00 650.00 750.00 52.33 339.30 112.28 546.48 470.08 514.78 796.04 ,209.84 1,200.00 AMOUNT 1,750.00 2,400.00 3,137.54 3,000.00 2,400.00 ,081.47 ,489.89 2,910.27 TOTAL 1,489.89 3,137.54 3,000.00 1,500.00 546.48 1,750.00 650.00 750.00 2,400.00 52.33 ,200.00 339.30 1,000.00 112.28 470.08 514.78 796.04 ,209.84 1,081.47 2,400.00 2,910.27 PERLMUTTER PURCHASING POWER SCHOOL SERVICES OF CALIFORNIA F.M. THOMAS AIR CONDITIONING I E.G. AIRE HEATING AND AIR COND GENERAL BINDING CORPORATION RAMCO REFRIGERATION AND AIR TROXELL COMMUNICATIONS INC DHK PLUMBING AND PIPING SEHI COMPUTER PRODUCTS B AND H PHOTO VIDEO INC **BROOKS INSTALLATIONS** WKRP SERVICES INC. N. GLANTZ AND SON NASCO MODESTO KNORR SYSTEMS KNORR SYSTEMS ICS SERVICE CO SUPPLYMASTER J AND A FENCE **US GAMES INC BSN SPORTS** VENDOR D64C0228 D64C0229 D64C0230 D64C0235 D64C0236 D64C0238 D64C0239 D64C0240 D64R1646 D64R1648 D64R1649 D64C0232 D64C0233 D64C0234 D64C0237 D64R1637 D64R1647 D64R1650 D64R1651 D64R1652 NUMBER D64C0231

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PERLMUTTER PURCHASING POWER

D64R1655

D64R1654

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SE RES SP(RSP)/SE RES SP/NSEV / INSTRUCTIONAL

LEX/LOC GRANT/GIFT / INSTRUCTIONAL MATL &

LEX/LOC GRANT/GIFT / INSTRUCTIONAL MATL &

468.91

468.91

CCS PRESENTATION SYSTEMS INC

D64R1653

SEHI COMPUTER PRODUCTS

101.79 258.83

101.79 258.83

### PURCHASE ORDER DETAIL REPORT

**BOARD OF TRUSTEES MEETING 04/29/2010** 

FROM 03/23/2010 TO 04/19/2010

ANAHEIM/L M T / LIBRARY/MEDIA/TECH SUPPLIES INFO SYSTEM/DP / OTHER OPERATING EXPENSES LEX/LOC GRANT/GIFT / INSTRUCTIONAL MATL & SE ARRA BASIC LOC ASSIST(MOE) / TRAVEL AND LEARN HDCP/SE SEP CL/NSEV / INSTRUCTIONAL COMM HDCP/SE SEP CL/NSEV / INSTRUCTIONAL SA/FENCE/MO / REPAIRS/MAINT - O/S SERVICES OR/INSTR / INSTRUCTIONAL MATL & SUPPLIES ICHR CRED BLOCK GNT - BTSA / TRAVEL AND LEX/SCH ADM/SCH ADM / OTHER OFFICE/MISC SEVER HDCP/SE SEP CL/SEV / INSTRUCTIONAL CY/SCH ADM/SCH ADM / OTHER OFFICE/MISC USE OF FACILITIES - ATHLETICS / ALL OTHER USE OF FACILITIES - ATHLETICS / ALL OTHER GARAGE/TRN-RG/TRANS / TRANSPORTATION TRANS/TRN-RG/TRANS / OTHER OFFICE/MISC LEX/ELAP/INSTR / INSTRUCTIONAL MATL & INFO SYSTEM/DP / BOOKS AND REFERENCE LEARN HDCP/SE SEP CL/NSEV / BOOKS AND CY/ART/INSTR / INSTRUCTIONAL MATL & KA/GUID / OTHER OFFICE/MISC SUPPLIES EDUCATION/SUPV INST / TRAVEL AND LEX/INSTR / UNALLOCATED BUDGET CERT HR/GENL ADM / LEGAL FEES PSEUDO / OBJECT DESCRIPTION 0120000024 4315 0144473810 4310 0108108077 4210 0115115021 5210 0132252011 4210 0123232081 5610 0132000010 4310 0100908000 8699 0100908000 8699 0128005010 4310 0164160521 5210 0124257011 4310 0144140027 4320 0128140027 4320 0108108077 5880 0125000031 4320 0144591510 4310 0119342021 5210 0104104072 5821 0179201836 4385 0144252011 4310 0124251011 4310 01440000104319 0113201836 4320 ACCOUNT NUMBER ACCOUNT 305.36 83.43 9.00 100.00 134.33 99.00 118.34 28.58 198.09 255.56 433.55 394.11 484.88 625.00 298.00 45.55 295.55 86.95 143.40 96.58 **AMOUNT** 1,760.12 2,481.08 1,389.00 ,294.13 TOTAL 83.43 305.36 6.00 100.00 134.33 99.00 118.34 28.58 198.09 255.56 394.11 484.88 625.00 298.00 45.55 295.55 1,389.00 86.95 143.40 1,294.13 96.58 2,193.67 2,481.08 CONCEPTS SCHOOL AND OFFICE FUR STUTZ ARTIANO SHINOFF AND HOLT SAN DIEGO COUNTY OFFICE OF EDU PERLMUTTER PURCHASING POWER LOS ANGELES FREIGHTLINER INC HARRIS OFFICE PRODUCTS WIESER EDUCATIONAL INC CTEBVI 2010 CONFERENCE GCC TECHNOLOGIES INC FRED PRYOR SEMINARS **BLICK ART MATERIALS** ORVAC ELECTRONICS LIBRARY STORE, THE DATA IMPRESSIONS **GOV CONNECTION** GOV CONNECTION SUPPLYMASTER SUPPLYMASTER J AND A FENCE ACORN MEDIA OFFICE DEPOT CYPRESS NJB DIAZ, BRIAN VENDOR D64R1666 D64R1656 D64R1658 D64R1659 D64R1660 D64R1663 D64R1664 D64R1665 D64R1669 D64R1670 D64R1672 D64R1673 D64R1675 D64R1676 D64R1678 D64R1657 D64R1661 D64R1662 D64R1667 D64R1668 D64R1671 D64R1677 D64R1679 NUMBER

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## PURCHASE ORDER DETAIL REPORT BOARD OF TRUSTEES MEETING 04/29/2010

FROM 03/23/2010 TO 04/19/2010

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
D64R1680	SUPPLYMASTER	459.25	459.25	0144591510 4310	LEX/LOC GRANT/GIFT / INSTRUCTIONAL MATL &
D64R1681	AESTHETICS INC	5,322.13	5,322.13	1427733085 6270	KEN/GENL FAC/FAC ACQ / MAIN BUILDING
D64R1682	GOV CONNECTION	510.64	510.64	0128002010 4310	CY/BUS ED/INSTR / INSTRUCTIONAL MATL &
D64R1683	HARRIS OFFICE PRODUCTS	484.88	484.88	0134002010 4310	WA/BUS ED/INSTR / INSTRUCTIONAL MATL &
D64R1684	DATA IMPRESSIONS	198.09	198.09	0144140027 4320	LEX/SCH ADM/SCH ADM / OTHER OFFICE/MISC
D64R1685	HOUGHTON MIFFLIN COMPANY	5,831.52	5,831.52	01164680104150	LOTTER Y/RESTRICTED/INSTR / TEXTS - STATE
D64R1686	PERLMUTTER PURCHASING POWER	285.58	285.58	0147257011 4311	SEVER HDCP/SE SEP CL/SEV / INSTR MATLS &
D64R1687	PERLMUTTER PURCHASING POWER	285.58	285.58	0144591510 4310	LEX/LOC GRANT/GIFT / INSTRUCTIONAL MATL &
D64R1688	HARRIS OFFICE PRODUCTS	1,780.84	1,780.84	0127002010 4310	KE/BUS ED/INSTR / INSTRUCTIONAL MATL &
D64R1689	HARRIS OFFICE PRODUCTS	179.31	179.31	0128251011 4310	COMM HDCP/SE SEP CL/NSEV / INSTRUCTIONAL
D64R1690	PERLMUTTER PURCHASING POWER	255.56	255.56	0138261012 4310	SE RES SP(RSP)/SE RES SP/NSEV / INSTRUCTIONAL
D64R1691	HARRIS OFFICE PRODUCTS	231.12	231.12	0142140027 4320	OXFORD/SCH ADM/SCH ADM / OTHER
D64R1692	HARRIS OFFICE PRODUCTS	88.28	88.28	0128009010 4310	CY/PHOTO/INSTR / INSTRUCTIONAL MATL &
D64R1693	HARRIS OFFICE PRODUCTS	121.22	40.00	0121251011 4310 0121252011 4310 0121261012 4310	COMM HDCP/SE SEP CL/NSEV / INSTRUCTIONAL LEARN HDCP/SE SEP CL/NSEV / INSTRUCTIONAL SE RES SP/RSED/SE RES SP/NSEV / INSTRUCTIONAL
D64R1694	HARRIS OFFICE PRODUCTS	138.61	138.61	0144252011 4310	LEARN HDCP/SE SEP CL/NSEV / INSTRUCTIONAL
D64R1695	PERLMUTTER PURCHASING POWER	588.23	588.23	0110230081 4320	MAINTENANCE/MO / OTHER OFFICE/MISC
D64R1696	BSN SPORTS	1,241.23	1,241.23	0144027010 4310	LEX/PHYS ED/INSTR / INSTRUCTIONAL MATL &
D64R1698	PINNACLE CLAIMS MANAGEMENT INC	10,203.16	10,203.16	6900690060 5812	HEALTH AND WELF/ENTERP / ADMIN FEE -
D64R1699	PINNACLE CLAIMS MANAGEMENT INC	5,582.15	5,582.15	6900690060 5812	HEALTH AND WELF/ENTERP / ADMIN FEE -
D64R1700	THOMAS M. MEZA COMPANY	13,000.00	13,000.00	0127025040 6490	KE/ANCIL / EQUIPMENT - OTHER
D64R1701	GILBERT SOUTH ASB	594.00	594.00	0168161510 4310	CA SAFE/INSTR / INSTRUCTIONAL MATL &
D64R1702	LEONARD CHAIDEZ TREE SERVICE	855.00	855.00	0123222081 5610	OPERATIONS - GROUNDS / REPAIRS/MAINT - O/S

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**BOARD OF TRUSTEES MEETING 04/29/2010** 

FROM 03/23/2010 TO 04/19/2010

KA/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES KE/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES SO/TITLE I ARRA/INSTR / INSTRUCTIONAL MATL & SYS/OTHER PUPIL / OTHER OFFICE/MISC SUPPLIES MAINTENANCE - GENERAL / REPAIRS/MAINT - O/S ANAHEIM/ASB/ANCIL / INSTRUCTIONAL MATL & SOUTH/BUS ED/INSTR / INSTRUCTIONAL MATL & OPERATIONS - GROUNDS / REPAIRS/MAINT - O/S SOUTH/ECIAI/INSTR / INSTRUCTIONAL MATL & PURCHASING/GENL ADM / OTHER OFFICE/MISC ANAHEIM/GENERAL/MO / REPAIRS/MAINT - O/S LEX/EIALEP/INSTR / INSTRUCTIONAL MATL & LEX/EIALEP/INSTR / INSTRUCTIONAL MATL & LEX/EIALEP/INSTR / INSTRUCTIONAL MATL & ANAHEIM/MO / OPERATIONS SUPPLIES - MISC SY/EIALEP/INSTR / INSTRUCTIONAL MATL & KE/INSTR / EQUIPMENT - NON-CAPITALIZED CY/EIALEP/INSTR / BOOKS AND REFERENCE SY/INSTR / EQUIPMENT - NON-CAPITALIZED SYS/PSYCH / OTHER OFFICE/MISC SUPPLIES SYS/PSYCH / OTHER OFFICE/MISC SUPPLIES CERT HR/GENL ADM / OTHER OFFICE/MISC MAINTENANCE/MO / REPAIRS/MAINT - O/S SE INSERVICE TRAINING / TRAVEL AND PSEUDO / OBJECT DESCRIPTION 0125230081 5610 0110230081 5610 0137000010 4410 0119283032 4320 0119283039 4320 0119283032 4320 0104104072 4320 0112112072 4320 0137456010 4310 0127000010 4410 0111222081 5610 0144456010 4310 0144456010 4310 0144456010 4310 0119471021 5210 0127230081 5610 0120000081 4347 0120025040 4310 0128456010 4210 0140002010 4310 0140380510 4310 0140381010 4310 0120230081 5610 0100230081 5610 ACCOUNT NUMBER ACCOUNT 1,264.29 802.49 51.07 601.90 841.74 538.08 913.87 483.00 914.87 270.00 326.14 624.23 356.70 390.90 2,497.02 9,765.75 3,446.25 9,501.24 2,587.00 1,388.45 3,500.00 14,896.00 14,792.00 **AMOUNT** TOTAL 9,765.75 2,587.00 70.00 853.56 601.90 841.74 538.08 913.87 9,501.24 483.00 914.87 1,264.29 270.00 326.14 1,388.45 980.93 390.90 14,896.00 2,497.02 3,500.00 14,792.00 3,446.25 NATIONAL SIGN AND MARKETING CO BUREAU OF EDUCATION AND RESEAR USA SHADE AND FABRIC STRUCTURE AVES AUDIO VISUAL SYSTEMS INC B AND M LAWN AND GARDEN INC COOK EQUIPMENT COMPANY ACTION DOOR REPAIR CORP. THOMAS M. MEZA COMPANY THOMAS M. MEZA COMPANY ORANGE COUNTY REGISTER CUMMINS CAL PACIFIC LLC HARRIS OFFICE PRODUCTS MACKIN LIBRARY MEDIA MACKIN LIBRARY MEDIA MACKIN LIBRARY MEDIA MACKIN LIBRARY MEDIA STAPLES ADVANTAGE D AND J APPLIANCE **GOV CONNECTION** SUPPLYMASTER SCHOOLMART OFFICE DEPOT VENDOR D64R1710 D64R1716 D64R1703 D64R1705 D64R1706 D64R1709 D64R1712 D64R1713 D64R1714 D64R1715 D64R1717 D64R1718 D64R1719 D64R1720 D64R1723 D64R1704 D64R1707 D64R1708 D64R1711 D64R1721 D64R1724 D64R1725 NUMBER

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D64R1726	CDE CA DEPT OF EDUCATION	275.00	275.00	0120381510 5210	ANÆCIA I-PROF DEV/INS / TRAVEL AND
D64R1727	C AND L SUPPLY COMPANY	3,646.17	1,823.09	0142028010 4320 0142140027 4320	OXFORD/ATHLET/INSTR / OTHER OFFICE/MISC OXFORD/SCH ADM/SCH ADM / OTHER
D64R1728	C AND L SUPPLY COMPANY	911.54	911.54	0142025040 5610	OXFORD/ANCIL / REPAIRS/MAINT - O/S SERVICES
D64R1729	CDE CA DEPT OF EDUCATION	825.00	825.00	0153380710 5210	TITLE I-ARRA PROF DEVELOP/INST / TRAVEL AND
D64R1730	BUREAU OF EDUCATION AND RESEAR	1,592.00	1,592.00	0135283011 5210	SPEC YOUTH SERV/INSTRUCTION / TRAVEL AND
D64R1731	CALIFORNIA DEPARTMENT OF EDUCA	11,397.00	11,397.00	0100405000 8590	TRANSP GRANT/NA / ALL OTHER STATE REVENUE
D64R1732	CALIFORNIA DEPARTMENT OF EDUCA	50,000.00	50,000.00	0100412000 8590	HEALTH CAREER INCENT GRANT / ALL OTHER
D64R1733	GARDENA VALLEY NEWS	424.91	424.91	0125023010 5810	KAJOURNALISMINSTR / NON-INSTRUCTIONAL
D64R1734	AWARDS BY PAUL	189.23	189.23	0104104072 4320	CERT HR/GENL ADM / OTHER OFFICE/MISC
D64R1735	VANCE AND ASSOCIATES ROOFING I	315.00	315.00	0140232081 5610	SOUTH/FENCE/MO / REPAIRS/MAINT - O/S
D64R1736	JOSTENS	41.00	41.00	0100902050 4310	OCDE MCKENNY-VENTO ACT / INSTRUCTIONAL
D64R1737	GUNTHERS ATHLETIC SERVICE	6,663.25	3,899.50 2,763.75	0128025040 5630 0128028081 5630	CY/ASB/ANCIL / REPAIRS/ATHLETIC EQUIPMENT CY/ATHLET/INSTR / REPAIRS/ATHLETIC
D64R1738	B AND H PHOTO VIDEO INC	145.86	145.86	0144002010 4310	LEX/BUS ED/INSTR / INSTRUCTIONAL MATL &
D64R1739	PLICET, JACK	2,100.00	2,100.00	0153381072 5810	SP PR ADM/ECIA1/GENL ADM /
D64R1740	BRAINPOP LLC	2,537.25	2,537.25	0135456010 5880	DALE/EIALEP/INSTR / OTHER OPERATING
D64R1741	PACTRONICS INC	935.25	935.25	0119283011 4320	SYS/INSTR / OTHER OFFICE/MISC SUPPLIES
D64R1742	TOMARK SPORTS INC.	387.58	193.79 193.79	0123230081 4355 0132230081 4355	SA/GENERAL/MO / MAINTENANCE SUPPLIES OR/GENERAL/MO / MAINTENANCE SUPPLIES
D64R1743	QWIZDOM INC.	532.35	532.35	0144456010 4310	LEX/EIALEP/INSTR / INSTRUCTIONAL MATL &
D64R1744	GUNTHERS ATHLETIC SERVICE	199.63	199.63	0140054040 4310	SOUTH/AFTSCHL/ANCIL / INSTRUCTIONAL MATL
D64R1745	BUDDY'S ALL STARS INC	5,860.00	5,860.00	0121028081 5630	WESTERN/ATHL/FIELDMAN SUPP /
D64R1746	GOV CONNECTION	900.43	900.43	0140002010 4310	SOUTH/BUS ED/INSTR / INSTRUCTIONAL MATL &
D64R1747	DIGITAL EDGE LEARNING	334.81	334.81	0128252011 4310	LEARN HDCP/SE SEP CL/NSEV / INSTRUCTIONAL

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SOUTH/BUS ED/INSTR / INSTRUCTIONAL MATL & SOUTH/EIALEP/INSTR / INSTRUCTIONAL MATL & SOUTH/EIALEP/INSTR / INSTRUCTIONAL MATL & SOUTH/EIALEP/INSTR / INSTRUCTIONAL MATL & SEVER HDCP/HEALTH/SEV / OTHER OFFICE/MISC LEARN HDCP/SE SEP CL/NSEV / INSTRUCTIONAL SOUTH/ECIA1/INSTR / INSTRUCTIONAL MATL & TITLE III LIMITED ENG PROF / INSTRUCTIONAL SOUTH/ELAP/INSTR / INSTRUCTIONAL MATL & SOUTH/ELAP/INSTR / INSTRUCTIONAL MATL & CY/PHYS ED/INSTR / INSTRUCTIONAL MATL & SOUTH/ART/INSTR / INSTRUCTIONAL MATL & DALE/ELAP/INSTR / INSTRUCTIONAL MATL & KA/SCH ADM/SCH ADM / OTHER OFFICE/MISC KA/EIALEP/INSTR / INSTRUCTIONAL MATL & CY/EIALEP/INSTR / INSTRUCTIONAL MATL & OR/EIALEP/INSTR / INSTRUCTIONAL MATL & SA/EIALEP/INSTR / INSTRUCTIONAL MATL & SA/EIALEP/INSTR / INSTRUCTIONAL MATL & SA/EIALEP/INSTR / INSTRUCTIONAL MATL & ANAHEIM/INSTR / INSTRUCTIONAL MATL & KA/ECIAI/INSTR / INSTRUCTIONAL MATL & MULTIMEDIA COMPUTER TECH/INST / PSEUDO / OBJECT DESCRIPTION SA/EIALEP/INSTR / EQUIPMENT 0120000010 4310 0128027010 4310 0140456010 4310 0140379010 4310 0128252011 4310 0123456010 4310 0123456010 4410 0125381010 4310 0140456010 4310 0135473810 4310 0140456010 4310 0128456010 4310 0140473810 4310 0120487010 4310 0140002010 4310 0140005010 4310 0140473810 4310 0147257034 4320 0123456010 4310 0123456010 4310 0125456010 4310 0125140027 4320 0140381010 4310 0132456010 4310 ACCOUNT NUMBER ACCOUNT 2,070.61 232.50 36.78 687.45 104.70 86.84 86.84 742.98 255.13 246.24 235.67 167.48 625.31 558.81 454.25 50.40 125.06 353.44 812.91 **AMOUNT** 5,161.28 1,348.50 5,597.04 1,171.78 TOTAL 36.78 232.50 5,161.28 257.35 687.45 812.91 1,348.50 104.70 86.84 86.84 742.98 255.13 246.24 2,070.61 235.67 167.48 625.31 558.81 454.25 50.40 125.06 353.44 1,171.78 5,597.04 PERLMUTTER PURCHASING POWER SEHI COMPUTER PRODUCTS LIBRARY VIDEO COMPANY DAY WIRELESS SYSTEMS CDW GOVERNMENT INC. STUDENT VENTURE GOV CONNECTION REGAL AWARDS **ACORN MEDIA** ACORN MEDIA HP DIRECT DINN BROS HP DIRECT VENDOR D64R1748 D64R1766 D64R1749 D64R1750 D64R1753 D64R1755 D64R1756 D64R1758 D64R1759 D64R1760 D64R1762 D64R1763 D64R1764 D64R1765 D64R1768 D64R1770 D64R1751 D64R1752 D64R1754 D64R1757 D64R1761 D64R1767 D64R1769 D64R1771 NUMBER

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SA/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES KA/ATHLET/INSTR / OPERATIONS SUPPLIES - MISC SA/ATHLET/INSTR / OPERATIONS SUPPLIES - MISC KA/GENERAL/MO / OPERATIONS SUPPLIES - MISC SA/GENERAL/MO / OPERATIONS SUPPLIES - MISC SOUTH/EIALEP/INSTR / INSTRUCTIONAL MATL & ANAHEIM/ART/INSTR / INSTRUCTIONAL MATL & ANAHEIM/ART/INSTR / INSTRUCTIONAL MATL & ANAHEIM/ART/INSTR / INSTRUCTIONAL MATL & DALE/BUS ED/INSTR / INSTRUCTIONAL MATL & MA/PHYS ED/INSTR / INSTRUCTIONAL MATL & LITLE IIIA / LIMITED ENG PROG / TRAVEL AND ANAHEIM/MO / OPERATIONS SUPPLIES - MISC LOARA/SCH ADM / INSTRUCTIONAL MATL & SY/EIALEP/INSTR / INSTRUCTIONAL MATL & **BUSINESS/ GENL ADM / OTHER OFFICE/MISC** CLASS HR/GENL ADM / OTHER OFFICE/MISC MESA SCHOOLS PROGRAM / GIFTS/GRANTS HOPE/SCHOOL ADMINISTRATION / OTHER ACCTG /GENL ADM / OTHER OFFICE/MISC MAINTENANCE/MO / OTHER OFFICE/MISC MA/GENERAL/MO / REPAIRS/MAINT - O/S SP PR ADM/VEA-2B/INSTR / APPROVED MESA SCHOOLS PROGRAM/INSTR / MA/PHYS ED/INSTR / EQUIPMENT PSEUDO / OBJECT DESCRIPTION 0124140027 4310 0140456010 4310 0115594021 5810 0135002010 4310 0122230081 5610 0137456010 4310 0147140027 4320 0122027010 4310 0122027010 4410 0120005010 4310 0120005010 4310 0110230081 4320 0125028010 4347 0125230081 4347 0123028010 4347 0123230081 4347 0100594000 8695 0163379021 5210 0105105072 4320 0107107072 4320 0155155072 4320 0123230081 5610 0153393010 4110 0120000081 4347 0120005010 4310 ACCOUNT NUMBER ACCOUNT 1,148.78 358.88 597.09 597.09 597.09 218.88 211.63 995.00 212.90 106.74 202.54 177.42 973.25 269.60 284.23 386.03 40.67 **AMOUNT** 15,000.00 1,300.00 5,323.13 5,323.13 2,726.05 247.57 3,216.17 TOTAL 5,323.13 3,463.74 358.88 1,300.00 5,323.13 177.42 973.25 284.23 386.03 1,194.18 1,194.18 218.88211.63 995.00 1,148.78 319.64 202.54 2,726.05 269.60 40.67 15,000.00 BUREAU OF EDUCATION AND RESEAR CERTIFIED TRANSPORTATION SVCS REGENTS OF THE UNIV. OF CALIF. ACCURATE LABEL DESIGNS INC. HOUGHTON MIFFLIN COMPANY SEHI COMPUTER PRODUCTS SEHI COMPUTER PRODUCTS WAXIE SANITARY SUPPLY MOORE MEDICAL CORP **BLICK ART MATERIALS** STAPLES ADVANTAGE TOMARK SPORTS INC. TOMARK SPORTS INC. NASCO MODESTO NASCO MODESTO WRIGHT, DIANA SMITH, DANIEL MULTIWAVE HP DIRECT VENDOR MSU D64R1772 D64R1790 D64R1792 D64R1774 D64R1775 D64R1776 D64R1778 D64R1779 D64R1780 D64R1782 D64R1783 D64R1786 D64R1788 D64R1789 D64R1773 D64R1777 D64R1784 D64R1785 D64R1787 D64R1791 NUMBER D64R1781

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D64R1793	REEL LUMBER SERVICE	1,020.51	1,020.51	0140022010 4310	SOUTH/WOOD/INSTR / INSTRUCTIONAL MATL &
D64R1794	SEHI COMPUTER PRODUCTS	277.34	277.34	0120487010 4310	MULTIMEDIA COMPUTER TECH/INST /
D64R1795	GUNTHERS ATHLETIC SERVICE	6,372.20	4,372.20 2,000.00	0125025040 5630 0125028081 5630	KA/ASB/ANCIL / REPAIRS/ATHLETIC EQUIPMENT KATELLA/ATHLETCS/FIELD SUPP /
D64R1796	SCIENCE KIT INC AND BOREAL	1,654.09	1,654.09	0124025040 4310	LOARA/ASB/ANCIL / INSTRUCTIONAL MATL &
D64R1797	AUDIOMETRICS	110.38	110.38	0147257034 4339	SEVER HDCP/HEALTH/SEV / INSTR MATLS &
D64R1798	STUDENT VENTURE	967.88	88'.296	0128027010 4310	CY/PHYS ED/INSTR / INSTRUCTIONAL MATL &
D64R1799	MARKERBOARD PEOPLE, THE	102.39	102.39	0132381010 4310	OR/ECIA1/INSTR / INSTRUCTIONAL MATL &
D64R1800	STAPLES ADVANTAGE	151.16	151.16	0121000031 4320	WESTERN/GUID / OTHER OFFICE/MISC SUPPLIES
D64R1802	NATIONAL GEOGRAPHIC SCHOOL PUB	1,406.52	1,406.52	0132456010 4210	OR/EIALEP/INSTR / BOOKS AND REFERENCE
D64S0287	PIONEER STATIONERS INC	195.75	195.75	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
D64S0288	NASCO MODESTO	245.86	245.86	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
D64S0289	SARGENT WELCH LLC	47.25	47.25	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
D64S0290	WEST LITE SUPPLY CO INC	4,845.68	4,845.68	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
D64S0291	BISHOP CO.	146.51	146.51	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
D64S0293	CONTINENTAL CHEMICAL AND SANIT	751.46	751.46	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
D64S0294	JEYCO PRODUCTS INC	179.44	179.44	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
D64S0295	SUPPLYMASTER	9,133.70	9,133.70	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
D64S0296	OFFICE DEPOT	576.11	576.11	01000000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
D64S0297	SCHOOL SPECIALTY INC	563.51	563.51	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
D64S0298	PIONEER STATIONERS INC	107.01	107.01	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
D64S0299	STAPLES ADVANTAGE	92.39	92.39	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
D64S0300	HARRIS OFFICE PRODUCTS	113.54	113.54	01000000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
D64S0301	SCHOOL SPECIALTY INC	46.98	46.98	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES

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D64S0302	OFFICE DEPOT	271.44	271.44	01000000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
D64S0303	PIONEER STATIONERS INC	422.82	422.82	01000000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
D64T0250	SEHI COMPUTER PRODUCTS	489.38	489.38	0144591510 4410	LEX/LOC GRANT/GIFT / EQUIPMENT -
D64T0251	SEHI COMPUTER PRODUCTS	8,859.81	23.87 8,835.94	0122393010 4310 0122393010 5880	MA/VEA-2B/INSTR / INSTRUCTIONAL MATL & MA/VEA-2B/INSTR / OTHER OPERATING EXPENSES
D64T0252	HP DIRECT	544.85	544.85	0122393010 4310	MA/VEA-2B/INSTR / INSTRUCTIONAL MATL &
D64T0253	EXCELERATE SOFTWARE INC.	13,050.00	13,050.00	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
D64T0254	HARRIS OFFICE PRODUCTS	1,334.00	504.24 829.76	0153381021 4310 0153381021 4410	SP PR ADM/ECIA1/SUPV INST / INSTRUCTIONAL SP PR ADM/ECIA1/SUPV INST / EQUIPMENT -
D64T0255	SEHI COMPUTER PRODUCTS	391.68	391.68	0134002010 4310	WA/BUS ED/INSTR / INSTRUCTIONAL MATL &
D64T0256	GOV CONNECTION	13,379.55	4,950.34 8,429.21	0127393010 4310 0127393010 5880	KE/VEA-2B/INSTR / INSTRUCTIONAL MATL & KE/VEA-2B/INSTR / OTHER OPERATING EXPENSES
D64T0257	ALEKS CORPORATION	5,062.50	5,062.50	0120405010 5880	TRANSP GRANT/INSTR / OTHER OPERATING
D64T0258	SEHI COMPUTER PRODUCTS	883.84	263.96 619.88	0140381010 4310 0140381010 4410	SOUTH/ECIA1/INSTR / INSTRUCTIONAL MATL & SOUTH/ECIA1/INSTR / EQUIPMENT -
D64T0259	HP DIRECT	40,080.44	13,080.44 27,000.00	0140421010 4410 0140456010 4410	QEIA/INSTR-SOUTH / EQUIPMENT - SOUTH/EIALEP/INSTR / EQUIPMENT -
D64T0260	PERLMUTTER PURCHASING POWER	6,133.51	6,133.51	0120456010 4310	ANAHEIM/EIALEP/INSTR / INSTRUCTIONAL MATL
D64T0261	TROXELL COMMUNICATIONS INC	6,274.88	630.75 5,644.13	0120456010 4310 0120456010 4410	ANAHEIM/EIALEP/INSTR / INSTRUCTIONAL MATL ANAHEIM/EIALEP/INSTR / EQUIPMENT -
D64T0262	HP DIRECT	3,679.69	1,255.13 2,424.56	0105105072 4310 0105105072 4410	CLASS HR/GENL ADM / INSTRUCTIONAL MATL & CLASS HR/GENL ADM / EQUIPMENT -
D64T0263	HP DIRECT	2,107.19	154.00 1,953.19	0144456010 4310 0144456010 4410	LEX/EIALEP/INSTR / INSTRUCTIONAL MATL & LEX/EIALEP/INSTR / EQUIPMENT -
D64T0264	ALEKS CORPORATION	17,943.75	17,943.75	0127456010 5880	KE/EIALEP/INSTR / OTHER OPERATING EXPENSES
D64T0265	SEHI COMPUTER PRODUCTS	726.91	146.70	0127261012 4310	SE RES SP(RSP)/SE RES SP/NSEV / INSTRUCTIONAL

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FROM 03/23/2010 TO 04/19/2010

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
D64T0265	*** CONTINUED ***		580.21	0127261012 4410	SE RES SP(RSP)/SE RES SP/NSEV / EQUIPMENT -
D64T0266	HP DIRECT	3,010.31	635.25 2,375.06	0140456010 4310 0140456010 4410	SOUTH/EIALEP/INSTR / INSTRUCTIONAL MATL & SOUTH/EIALEP/INSTR / EQUIPMENT -
D64T0267	HP DIRECT	6,301.88	462.00 5,839.88	0121456010 4310 0121456010 4410	WESTERN/EIALEP/INSTR / INSTRUCTIONAL MATL WESTERN/EIALEP/INSTR / EQUIPMENT -
D64T0268	CDW GOVERNMENT INC.	5,229.19	471.37 4,757.82	0140017010 4309 0140456010 4310	SO/INDUS TECH/INSTR / INSTRUCTIONAL MATLS - SOUTH/EIALEP/INSTR / INSTRUCTIONAL MATL &
D64T0269	HP DIRECT	23,029.44	1,957.50 21,071.94	0123456010 4310 0123456010 4410	SA/EIALEP/INSTR / INSTRUCTIONAL MATL & SA/EIALEP/INSTR / EQUIPMENT -
D64T0270	SEHI COMPUTER PRODUCTS	213.80	213.80	0140379010 4310	TITLE III LIMITED ENG PROF / INSTRUCTIONAL
D64T0271	HP DIRECT	9,211.77	783.00 8,428.77	0123456010 4310 0123456010 4410	SA/EIALEP/INSTR / INSTRUCTIONAL MATL & SA/EIALEP/INSTR / EQUIPMENT -
D64T0272	ACORN MEDIA	243.60	243.60	0105105072 5880	CLASS HR/GENL ADM / OTHER OPERATING
D64T0273	LEXICON-GLOBAL	13,786.07	13,786.07	0163456021 4310	EIALEP / SUPR INST / INSTRUCTIONAL MATL &
D64T0274	HP DIRECT	3,387.29	457.50 2,929.79	0140380510 4310 0140380510 4410	SO/TITLE I ARRA/INSTR / INSTRUCTIONAL MATL & SO/TITLE I ARRA/INSTR / EQUIPMENT -
D64T0275	SEHI COMPUTER PRODUCTS	11,432.22	8,577.53 2,854.69	0108108077 4310 0108108077 4410	INFO SYSTEM/DP / INSTRUCTIONAL MATL & INFO SYSTEM/DP / EQUIPMENT -
D64T0277	DIGITAL EDGE LEARNING	8,125.31	8,125.31	0128456010 4310	CY/EIALEP/INSTR / INSTRUCTIONAL MATL &
D64T0278	ACORN MEDIA	1,888.99	29.36 1,859.63	0140473810 4310 0140473810 5880	SOUTH/ELAP/INSTR / INSTRUCTIONAL MATL & SOUTH/ELAP/INSTR / OTHER OPERATING
D64T0279	HP DIRECT	117.45	117.45	0140421010 4310	QEIA/INSTR-SOUTH / INSTRUCTIONAL MATL &
D64T0280	HP DIRECT	2,740.17	1,267.70 1,472.47	0121381010 4310 0121381010 4410	ANAHEIM/ECIA TITLE I/INSTRUCTI / ANAHEIM/ECIA TITLE I/INSTRUCTI / EQUIPMENT -
D64T0281	SEHI COMPUTER PRODUCTS	490.18	490.18	0128252011 4310	LEARN HDCP/SE SEP CL/NSEV / INSTRUCTIONAL

<Ver. 020703> User ID: JTAUR Report ID: PO010

Current Date: Current Time:

04/20/2010 08:27:44

### PURCHASE ORDER DETAIL REPORT BOARD OF TRUSTEES MEETING 04/29/2010

04/29/2010 TO 04/19/2010

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT ACCOUNT AMOUNT NUMBER	ACCOUNT NUMBER	PSEUDO/OBJECT DESCRIPTION
D64T0282	APPLE INC	6,139.37	1,712.15	0120423010 4310 0120423010 4410	AN/PERFORM ARTS/PROD ACADEMY / AN/PERFORM ARTS/PROD ACADEMY / EQUIPMENT
D64T0283	KUTA SOFTWARE	346.91	346.91	0123381010 4310	SA/TITLE LINSTR / INSTRUCTIONAL MATL &
D64T0284	EXCELERATE SOFTWARE INC.	4,730.63	4,730.63	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
D64T0285	QWIZDOM INC.	299.07	299.07	0168000010 4310	GI SOUTH/INSTR / INSTRUCTIONAL MATL &
D64T0286	PEARSON EDUCATION	108.75	108.75	0127161010 5880	KE/GATE-IB/INSTR / OTHER OPERATING EXPENSES
D64X0497	PRO ONE INC.	4,500.00	4,500.00	0179201836 4384	GARAGE/TRN-RG/TRANS / TRANSPORTATION - OIL
D64X0498	BONDED CLEANERS AND LAUNDRY	00.009	00.009	0128007081 5560	CY/INS MUS/INSTR / LAUNDRY
D64X0499	ANAHEIM BAND INSTRUMENTS INC	300.00	300.00	0128007010 5610	CY/INS MUS/INSTR / REPAIRS/MAINT - O/S
	Fund 01 Total: Fund 14 Total: Fund 25 Total: Fund 69 Total:	5,322.13 13,536.00 15,785.31			

665,254.27

Total Amount of Purchase Orders:

#### Purchase Orders - Detail Anaheim School Dist/Food Services

Vendor	Name		PO Number	P.O. Date	Date Needed	Customer Account No.	Use Vendor Numbers
L & M	CONSTRUCTION	/MARTIN MOO	RE 23986	3/29/2010	4/9/2010	5600	
Qty	Unit	Item No.	Description				Unit Cost Extended Cost
1	1	Inv 817861	Rmv Clr Dr, And	chor Wall, Instll	New Clr Dr		\$1,602.32 \$1,602.32
						Sales Tax:	\$0.00
						P.O. Total:	\$1,602.32
						Vendor Total:	\$1,602.32
RELIA	BLE SHEET MET	ALS WORKS	23982	3/23/2010	4/6/2010	5600	
Qty	Unit	Item No.	Description				Unit Cost Extended Cost
1	1	# 278	Fabricate Diamo	nd Plated Alum	inum Ramp		\$1,047.11 \$1,047.11
						Sales Tax:	\$0.00
						P.O. Total:	\$1,047.11
						Vendor Total:	\$1,047.11
STAPI	LES ADVANTAGE		23988	4/7/2010	4/7/2010	4300	
Qty	Unit	Item No.	Description				Unit Cost Extended Cost
1	1	Inv 101688900	Filter, Privacy, L	T WT, BK (Na	ncy)		\$279.59 \$279.59
						Sales Tax:	\$0.00
						P.O. Total:	\$279.59
						Vendor Total:	\$279.59

Show all data where the Order Date is between 3/23/2010 and 4/19/2010

# March 23,2010 - April 19,2010

ANAHEIM UHSD TUE, APR 20, 2010, 7:43 AM	04/20/10 7:43 AMreq: KORR	Ven leg: 641	Vendor Check Register loc: 64FISCALjob:	10706916	1prog: CK	#J421prog: CK517 <1.01>report	-report id:	Page 1 CKRECSOC
FUND: 0101 GENERAL FUND								
Vendor Name Vendor ID	D Object	Amount	Check Amt	CK #				
A TO Z IN-HOME TUTORI V6409416	5805		5,378.75	======= 00086454V9405190	48728	94	94018207	6410
A TREE OF KNOWLEDGE E V6410234	5805	1,527.50	1,527.50	00086455				
A+ EDUCATIONAL CENTER V6409869	5805	4,300.00	4,300.00	00086456				
AAA ELECTRIC MOTOR SA V6400033	4347	46.60	46.60	00086457				
ADDISON AUTO GLASS V6408005	4370	206.58	206.58	00086458				
ADELANTE EDUCATIONAL V6409501	5805	3,144.00	3,144.00	00086459				
ALVAREZ, FELISA V6410322	5220	13.50	13.50	00086460				
AP BY THE SEA V6406743	5210	695.00	695.00	00086461				
ARAMARK UNIFORM SERVI V6407528	4320	42.43	359.43	00086462				
ARMSTRONG, IAN V6408439	5220	87.75	87.75	00086463				
BEACON DAY SCHOOL V6409269	5860	34,763.44	34,763.44	00086464				
BUS WEST V6407892	4376	14.81 228.38	243.19	00086465				
CLUB Z V6409418	5805	48,496.10	48,496.10	00086466				
DRAKE SUPPLY COMPANY V6406285	4376	900.71 127.28	1,027.99	00086467				
EARNEST, RUSSELL V6404041	5230	500.00	500.00	00086468				
GAS COMPANY, THE V6404372	5510	71,903.21	71,903.21	00086469				
GOVERNMENTJOBS.COM V6409634	5880	6,000.00	6,000.00	00086470				
RELIABLE ELEVATOR INC V6409886	5610	259.00	259.00	00086471				
STAR, BEN V6407218	5210	335.86	335.86	00086472				
SYCAMORE JR HIGH ASB V6404569	5810	450.00	450.00	00086473				
VERIZON WIRELESS V6404918	5918	11,035.99	11,035.99	00086474				

Page 2 -- Prog: CK517 <1.01>--report id: CKRECSOC

ANAHEIM UHSD TUE, APR 20, 2010, 7	04/20 7:43 AMreq:	04/20/10 req: KORRleg:	Vendor : 64loc:	r Check Reg: 64FISCAL-	Check Register 64FISCALjob: 10706916 #J421r	'421F
FUND: 0101 GENERAL FU	FUND					
Vendor Name		Object	Amount	Check Amt	CK #	
WAGNER, HELEN	V6408301	5210	199.00	199.00	00086475	
			***	*** CHECK GAP	* * *	
A U H S D FOOD SERVIC V6400023	: V6400023	4390	106.04	106.04	00086478	
AAA ELECTRIC MOTOR SA V6400033	v6400033	4347	798.01	798.01	00086479	
ACADEMIC THERAPY PUBL V6400058	, V6400058	4310	101.72	101.72	00086480	
ACORN MEDIA	V6400068	4310 4320	99.78 1,057.05	1,156.83	00086481	
ACOUSTICAL MATERIAL S V6400070	V6400070	4355	92.78	92.78	00086482	
ADT SECURITY SYSTEMS	V6400100	5610 5620	466.16 3,145.94	3,612.10	00086483	
ALEKS CORPORATION	V6409330	4310	750.00	750.00	00086484	
ALTERNATIVES UNLIMITE V6409944	. V6409944	5805	7,065.00	7,065.00	00086485	
ALVARADO PAINTING, A	V6406348	5610	385.00	385.00	00086486	
ANDERSON, SARAH	V6410353	5210	371.06	371.06	00086487	
APPLE AWARDS INC.	V6410338	4320	304.50	304.50	00086488	
APPLE INC	V6400319	4310 4410	149.99 2,748.12	2,898.11	00086489	
APPLETREE ANSWERING S	s V6403802	5918	00.599	665.00	00086490	
ARMSTRONG, IAN	V6408439	5220	59.50	59.50	00086491	
C.I. BUSINESS EQUIPME	V6400653	5610	469.00	469.00	00086492	
CARSON SUPPLY CO	V6400788	4347	597.20	597.20	00086493	
CDW GOVERNMENT INC.	V6400819	4310	140.27	140.27	00086494	
CERTIFIED ART SUPPLY	V6400850	9320	742.98	742.98	00086495	
CINTAS FIRE PROTECTIO V6409713	v6409713	5610	1,250.00	1,250.00	00086496	

ANAHEIM UHSD
TUE, APR 20, 2010, 7:43 AM --req: KORR----leg: 64 ---loc: 64FISCAL--job: 10706916 #J421--prog: CK517 <1.01>--report id: CKRECSOC

FUND: 0101 GENERAL FUND	8				
Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
CITY OF ANAHEIM	V6400957	5580	806.90	806.90	00086497
CLARK SECURITY PRODUC V6400966	V6400966	4355	393.77	393.77	00086498
CONSOLIDATED ELECTRIC V6407431	V6407431	4355	24.32	24.32	00086499
CONTINENTAL CHEMICAL	V6409578	9320	251.43	251.43	00086500
CRYSTAL GLASS AND MIR V6401153	V6401153	4355	820.19	820.19	00086501
DAUGHERTY, HEATHER	V6410339	5210	70.00	70.00	00086502
DAYTON, LORENA	V6405616	5210	427.55	427.55	00086503
FARONICS TECHNOLOGIES	V6405186	4310	228.74	228.74	00086504
FENN TERMITE AND PEST	V6401679	5610	25.00	25.00	00086505
FLEET SERVICES INC	V6405625	4370 4376 4385	1,403.12 2,139.44 219.85	3,762.41	00086506
FOUNTAIN VALLEY SCHOO V6405391	V6405391	5805	1,015.31	1,015.31	00086507
FREESTYLE PHOTOGRAPHI	V6401761	4310	301.62	301.62	00086508
GAIL MATERIALS	V6401793	4347	4,505.34	4,505.34	00086509
GARDENA VALLEY NEWS	V6401808	4310	441.55	441.55	00086510
HP DIRECT	V6408671	4310 4320 4410	608.81 299.27 115,794.76	116,702.84	00086511
JACOBSON, BEATRIZ	V6410058	5210	70.00	70.00	00086512
PEARSON EDUCATION	V6403609	4210 4240	128.17 189.02	317.19	00086513
PENNER PARTITIONS INC V6403625	V6403625	4355	238.71	238.71	00086514
PERLMUTTER PURCHASING	V6409934	4310	694.48	694.48	00086515
PHANTOM PROJECTS	V6406776	4310	360.00	360.00	00086516

ANAHEIM UHSD
TUE, APR 20, 2010, 7:43 AM --req: KORR-----leg: 64 ----loc: 64FISCAL--job: 10706916 #J421--prog: CK517 <1.01>--report id: CKRECSOC FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
PIONEER CHEMICAL CO	V6403672	4320 9320	212.06 2,441.33	2,653.39	00086517
PITNEY BOWES	V6403677	5620	3,804.00	3,804.00	00086518
RADIO SHACK COMMERCIA V6410331	V6410331	4310	116.34	116.34	00086519
REFRIGERATION SUPPLIE V6403873	V6403873	4347	36.54	36.54	00086520
REGAL AWARDS	V6403875	4320	2,506.13	2,506.13	00086521
RELIABLE OFFICE SUPPL	SUPPL V6403890	4320	63.75	63.75	00086522
RIEL, JEFFREY	V6407850	5310	400.00	400.00	00086523
SAFETY KLEEN	V6404072	5610	961.95	961.95	00086524
SCHOOL SPECIALTY INC	V6404173	4310 4410 9320	60.75 567.91 723.58	1,352.24	00086525
SCHORR METALS INC	V6404179	4355	465.10	465.10	00086526
SHOW OFF DESIGNS INC.	V6405794	4310	607.37	607.37	00086527
SKS INC	V6404058	4384	1,169.63	1,169.63	00086528
SMART AND FINAL IRIS	V6404306	4310	167.59	167.59	00086529
SOLARWINDS INC.	V6409947	5610	1,185.00	1,185.00	00086530
SOUNDIREE	V6410312	4410	440.86	440.86	00086531
STAPLES ADVANTAGE	V6410116	4310 4320 9320	635.66 288.19 4,235.81	5,159.66	00086532
STATER BROS	V6407496	4310	215.52	215.52	00086533
SUPPLYMASTER	V6404538	4310 4320	78.78 148.93	227.71	00086534
WESTWOOD BUILDING MAT V6405904	V6405904	9320	1,136.85	1,136.85	00086535

04/20/10 Vendor Check Register Page 5 Page 5 Page 5 -req: KORR----leg: 64 ---loc: 64FISCAL--job: 10706916 #J421--prog: CK517 <1.01>--report id: CKRECSOC ANAHEIM UHSD

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7:43 AM	FUND
, 2010,	0101 GENERAL
APR 20	0101
TUE, APR 20,	FUND:

Vendor Name	Vendor ID		Amount	Check Amt	CK #	
				*** CHECK GAP	                      	
GCR TIRE CENTERS	V6409136	4386	3,566.23	3,566.23	00086540	
HILLYARD FLOOR CARE S	V6402055	4410	3,841.27	3,841.27	00086541	
PACIFIC AUDIOLOGICS	V6406874	5810	23,570.00	23,570:00	00086542	
SEHI COMPUTER PRODUCT	V6404221	4310 4320 5880	721.03 585.80 8,745.95	10,052.78	00086543	
SPEECH AND LANGUAGE	V6404400	2860	11,446.25	11,446.25	00086544	
				*** CHECK GAP	* *	
ALT REV CASH FUND	V6405194	4310	172.06	172.06	00086548	
ALT REV CASH FUND	V6405195	4310 5910	87.79 301.52	389.31	00086549	
ALT REV CASH FUND	V6405196	4310 4320 4390	7.87 88.92 42.34	139.13	00086550	
ALTERNATIVE REVOLVING	V6400190	4310 4320 5880 5910	574.71 50.10 256.39 83.83	965.03	00086551	
ASCD	V6400361	4310	287.65	287.65	00086552	
ATLAS PEN AND PENCIL	V6400389	4320	962.19	962.19	00086553	
B AND H PHOTO VIDEO I	V6400422	4310 4410	6,943.48 11,481.95	18,425.43	00086554	
B AND M LAWN AND GARD	GARD V6400423	4347	179.49	179.49	00086555	
BENRICH SERVICE COMPA	V6410046	5610	930.30	930.30	00086556	
BIG D SUPPLIES	V6400508	4355	39.75	39.75	00086557	
BIOMETRICS4ALL INC	V6409224	5610	1,203.89	1,203.89	00086558	

ANAHEIM UHSD 04/20/10 Vendor Check Register Page 6 TUE, APR 20, 2010, 7:43 AM --req: KORR----leg: 64 ---loc: 64FISCAL--job: 10706916 #J421--prog: CK517 <1.01>--report id: CKRECSOC

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
BROOKS INSTALLATIONS	 V6403919	5610	1,750.00	1,750.00	00086559
BURROS PROMOTIONAL PR V6406034	V6406034	4310	811.00	811.00	00086560
CDW GOVERNMENT INC.	V6400819	4310	146.38	146.38	00086561
CHAPMAN COAST ROOF CO V6410263	V6410263	5610	1,609.00	1,609.00	00086562
CITY OF ANAHEIM	V6400957	5520 5530 5580	28,010.69 5,796.30 9,269.23	43,076.22	00086563
COCO PRINTING AND GRA V6410045	V6410045	4320	478.50	478.50	00086564
CYPRESS NJB	V6410354	6698	00.9	00.9	00086565
DAY WIRELESS SYSTEMS	V6410025	4347	161.60	161.60	00086566
DEMCO INC	V6401318	4315 4320	176.45 142.88	319.33	00086567
DIAZ, BRIAN	V6410355	6698	100.00	100.00	00086568
DIGITAL EDGE LEARNING	V6410334	4310	320.81	320.81	00086569
DUNN EDWARDS PAINTS	V6401448	4355	948.17	948.17	00086570
EASTMAN KODAK CO	V6405341	5610	2,151.00	2,151.00	00086571
FERGUSON ENTERPRISES	V6409823	4347	36.20	36.20	00086572
FREESTYLE PHOTOGRAPHI	V6401761	4310	1,126.56	1,126.56	00086573
GANAHL LUMBER CO	V6401804	4355	135.68	135.68	00086574
GEIL KILNS	V6409227	4310	800.00	800.00	00086575
GLASBY MAINTENANCE SU	SU V6401863	4347	105.66	105.66	00086576
GOPHER SPORTS EQUIPME V6401902	V6401902	4310	1,962.23	1,962.23	00086577
GOV CONNECTION	V6406748	4310	64.44	64.44	00086578
GRAINGER	V6404982	4355	213.62	213.62	00086579

ANAHEIM UHSD 04/20/10 Vendor Check Register TUE, APR 20, 2010, 7:43 AM --reg: KORR-----leg: 64 ----loc: 64FISCAL--job: 10706916 #J421--prog: CK517 <1.01>--report id: CKRECSOC

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
GREATER ANAHEIM SELPA V6401927	V6401927	7211	79,842.00	79,842.00	00086580
GUNTHERS ATHLETIC SER V6401962	V6401962	4310	3,507.30	3,507.30	00086581
H AND H AUTO PARTS WH V6401967	V6401967	4385	559.45	559.45	00086582
HI HAT CLEANERS	V6409963	5560	265.00	265.00	00086583
*** VOID CONTINUE *** VOID.CONTINU	VOID.CONTINU		00.00	0.00	00086584
HOME DEPOT	V6405234	4355	1,970.34	1,970.34	00086585
HOWARD INDUSTRIES	V6402088	4347	24.62	24.62	00086586
JART DIRECT MAIL SERV V6402271	V6402271	5810	2,888.75	2,888.75	00086587
LRP PUBLICATIONS	V6402849	4320	13,385.00	13,385.00	00086588
MERIWETHER PUBLISHING V6403087	V6403087	4310	195.37	195.37	00086589
MULTI HEALTH SYSTEMS	V6403217	4320	312.11	312.11	00086590
OXFORD ACADEMY	V6403485	5810	3,958.00	3,958.00	00086591
PALMER, DONALD	V6405811	5220	87.75	87.75	00086592
SUNSET POOLS AND SPAS	SPAS V6410076	6490	16,572.00	16,572.00	00086593
BLICK ART MATERIALS	V6401357	4310 9320	19.51 95.46	114.97	00086594
GREATER ANAHEIM SELPA V6401927	V6401927	5805	29,591.80	29,591.80	00086595
HOME DEPOT	V6405234	4355	1,118.75	1,118.75	00086596
HP DIRECT	V6408671	4310 4410	5,703.94 1,662.24	7,366.18	00086597
I. INITIAL	V6402112	4320	2,512.13	2,512.13	00086598
ICS SERVICE CO	V6406452	5620	540.00	540.00	00086599
IDENTICARD SYSTEMS WO	WO V6409335	4320	18.04	18.04	000986000

ANAHEIM UHSD 04/20/10 Vendor Check Register TUE, APR 20, 2010, 7:43 AM --req: KORR-----leg: 64 ----loc: 64FISCAL--job: 10706916 #J421--prog: CK517 <1.01>--report id: CKRECSOC

FUND: 0101 GENERAL FUND	Ð					
Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #	
IMAGE MARKET	V6409022	4310	286.20	286.20	00086601	
IMPERIAL PRODUCTS INC V6402137	V6402137	9320	401.29	401.29	00086602	
INDUSTRIAL DISTRIBUTI V6402144	V6402144	4310 9320	287.10 625.10	912.20	00086603	
INTUIT EDUCATION PROG V6407096	V6407096	4310 5880	301.93 437.13	739.06	00086604	
IRON MOUNTAIN	V6409943	5812	375.00	375.00	00086605	
J.W. PEPPER AND SON I V6402214	V6402214	4310	1,112.01	1,112.01	90998000	
JASNIEWICZ, NIKO	V6409819	5805	300.00	300.00	00086607	
ORANGE COUNTY BEARING V6409966	V6409966	4347	103.79	103.79	00086608	
OUR PLACE CENTER OF S	S V6410244	5805	490.00	490.00	60998000	
PEARSON EDUCATION	V6403609	4320	545.85	545.85	00086610	
PERLMUTTER PURCHASING V6409934	V6409934	4310	3,680.10	3,680.10	00086611	
POOL SUPPLY OF ORANGE V6403700	V6403700	4347	251.52	251.52	00086612	
REEL LUMBER SERVICE	V6403871	4310	1,435.50	1,435.50	00086613	
REFRIGERATION SUPPLIE V6403873	V6403873	4347	538.00	538.00	00086614	
ROYAL CORPORATION	V6410307	9320	3,285.99	3,285.99	00086615	
S C MARKETING	V6404053	9320	967.68	967.68	00086616	
SADDLEBACK EDUCATIONA V6404066	V6404066	4310	100.94	100.94	00086617	
SMART AND FINAL IRIS	V6404306	4310	702.27	702.27	00086618	
STAPLES ADVANTAGE	V6410116	4355	91.35	91.35	00086619	
STATER BROS MARKET ST V6404454	V6404454	4310	337.32	337.32	00086620	
STEVE SPANGLER SCIENC V6408995	V6408995	4310	58.85	58.85	00086621	

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TOTAL CITATION TOTAL	j				
Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
TEACHER'S DISCOVERY	V6404620	4310	559.97	559.97	00086622
THOMPSON'S BUILDING M V6404721	V6404721	4355	161.10	161.10	00086623
TIME AND ALARM SYSTEM V6404729	V6404729	5610	264.00	264.00	00086624
TOMARK SPORTS INC.	V6404748	9320	743.88	743.88	00086625
TORRINGTON BRUSH WORK V6404757	V6404757	9320	139.86	139.86	00086626
TRAFFIC CONTROL SERVI	SERVI V6404774	4355	617.58	617.58	00086627
TROXELL COMMUNICATION V6404796	V6404796	4410	1,725.87	1,725.87	00086628
TURF STAR INC	V6404805	4347	1,310.57	1,310.57	00086629
UNISOURCE	V6405508	9320	25,052.09	25,052.09	00086630
WALTERS WHOLESALE	V6409053	4355	2,070.00	2,070.00	00086631
WARD'S NATURAL SCIENC V6404999	V6404999	4310	41.77	41.77	00086632
WAXIE SANITARY SUPPLY	SUPPLY V6405008	9320	994.93	994.93	00086633
WEST LITE SUPPLY CO I V6405035	V6405035	9320	282.75	282.75	00086634
WEST PAYMENT CENTER	V6407958	4210 5821	82.67 120.36	203.03	00086635
WESTEL COMMUNICATION	V6405039	5610	334.00	334.00	00086636
WILLIAM V MACGILL AND V6402896	V6402896	9320	289.38	289.38	00086637
XEROX	V6405124	4320 5620	1,219.19	5,712.41	00086638
YAMAHA GOLF CARS OF C	C V6405131	5610	128.64	128.64	00086639
			* * *	CHECK GAP	* * *
100 PERCENT LEARNING	V6410233	5805	4,885.20	4,885.20	00086642
IT OUTLET INC	V6410333	4410	3,515.83	3,515.83	00086643

FUND: 0101 GENERAL FUND	Ð				
	Vendor ID			Check Amt	CK #
J.M. MCKINNEY CO.	V6402219	4355	237.41	237.41	00086644
J.W. PEPPER AND SON I	V6402214	5810	32.63	32.63	00086645
*** VOID CONTINUE ***	VOID.CONTINU		00.0	00.00	00086646
JACKSONS A S BREA	V6406346	4347 4370 4375 4376 4385	26.06 1,097.20 49.50 312.16 1,022.68	2,507.60	00086647
JAMES PUBLISHING INC.	V6408851	4310 4320	1,069.18 280.58	1,349.76	00086648
JEYCO PRODUCTS INC	V6402332	4375 9320	1,640.64	3,363.44	00086649
JOSTENS	V6402437	4320	1,271.94	1,271.94	00086650
KAGAN COOPERATIVE LEA	V6402488	4310	247.00	247.00	00086651
KERN HIGH SCHOOL DIST	V6405700	5210	300.00	300.00	00086652
KNOWLEDGE POINTS	V6409875	5805	5,870.82	5,870.82	00086653
L AND N UNIFORM SUPPL V6402628	V6402628	9320	2,342.18	2,342.18	00086654
LAIOLA, JIM	V6402340	5610	80.00	80.00	00086655
LEGO EDUCATION	V6407799	4310	1,069.26	1,069.26	00086656
LETTER PERFECT SIGNS	V6402726	4355	33.98	33.98	00086657
LIFETIME MEMORY PRODU V6410320	V6410320	4310	47.31	47.31	00086658
LOS ANGELES FREIGHTLI	V6402833	4385	45.55	45.55	00086659
M.P. SOUTH INC	V6402889	5610	5,200.00	5,200.00	00086660
MILLIKAN HIGH SCHOOL	V6409921	5210	850.00	850.00	00086661
ORANGE COUNTY TRANSIT	V6406414	5880	6,612.00	6,612.00	00086662

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FOND. OTOI GENERAL FOND	Đ				
Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
VAVRINEK TRINE DAY	 V6404910	5820	14,240.00	14,240.00	00086663
VERNIER SOFTWARE	V6404919	4310	19,985.49	19,985.49	00086664
ABE'S PLUMBING	V6406307	4410 5610	690.00 850.00	1,540.00	00086665
ACE TUTORING SERVICES V6409870	V6409870	5805	1,450.00	1,450.00	99998000
ANAHEIM DISPOSAL	V6400256	5580	3,339.05	3,339.05	00086667
ART SUPPLY WAREHOUSE	V6400350	4310	118.86	118.86	00086668
*** VOID CONTINUE ***	VOID.CONTINU		00.00	00.00	69998000
AT AND T MCI	V6406157	5918	5,835.42	5,835.42	00086670
B AND M LAWN AND GARD V6400423	V6400423	4347	367.68	367.68	00086671
BEE BUSTERS	V6400472	5810	275.00	275.00	00086672
BSN SPORTS	V6400615	4310	4,664.20	4,664.20	00086673
CALIFORNIA DEPT. OF J	J V6400689	5880	3,507.00	3,507.00	00086674
CART MAN INC, THE	V6404668	4310 5610	143.00 412.80	555.80	00086675
CHANEY CLEANERS	V6400862	5560	1,097.50	1,097.50	90086676
CITY OF ANAHEIM	V6400957	5520 5530 5580	123,305.22 7,902.60 14,779.96	145,987.78	00086677
COMMUNICATIONS CENTER V6401037	V6401037	5610	19.05	19.05	00086678
DONNELLY, DIANE	V6401345	5210	596.40	596.40	00086679
ESTEP, APRIL	V6410078	5610	34.46	34.46	00086680
HALL CO INC, GEORGE T	T V6401845	4347	243.39	243.39	00086681
HOME DEPOT	V6405234	4355	189.64	189.64	00086682

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Mreq: K	
7:43 AM	FUND
TUE, APR 20, 2010,	FUND: 0101 GENERAL

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
HP DIRECT	V6408671	4310 4410 6490	3,310.76 22,659.15 4,731.71	30,701.62	00086683
JEYCO PRODUCTS INC	V6402332	9320	310.10	310.10	00086684
KNORR SYSTEMS	V6402610	4347	1,095.81	1,095.81	00086685
MARKERBOARD PEOPLE, T	V6404677	4310	1,302.40	1,302.40	98998000
MC FADDEN DALE HARDWA V6403056	V6403056	4355	367.58	367.58	00086687
MILWAUKEE ELECTRIC TO V6403148	V6403148	4355	103.92	103.92	00086688
MOBILE INDUSTRIAL SUP V6407890	V6407890	4375	48.00	48.00	68998000
MONTGOMERY HARDWARE C V6405624	V6405624	4355	5,270.43	5,270.43	06998000
MUNSEY, CUBA	V6405941	5210	24.00	24.00	00086691
OCDE	V6403452	5805 7141	3,500.00 113,018.72	116,518.72	00086692
OCEAN VIEW SCHOOL DIS V6407370	V6407370	5805	820.35	820.35	00086693
OFFICE DEPOT	V6403421	4310 4320 9320	150.55 178.04 93.42	422.01	00086694
ORANGE COUNTY CIRCUIT	CIRCUIT V6409403	4355	26.10	26.10	00086695
QUAN, LAURA	V6408366	5210	1,286.13	1,286.13	96998000
			*	*** CHECK GAP	* * *
ACES	V6409808	5860	6,057.65	6,057.65	86998000
ADELANTE EDUCATIONAL	V6409501	5805	4,436.16	4,436.16	66998000
ALBERTSONS STORE	V6400142	4310	65.24	65.24	00086700
ANAHEIM KUMON CENTER	V6407160	5805	6,470.00	6,470.00	00086701
CITLAU, RENEE	V6403897	5210	24.00	24.00	00086702

: 10706916 #J421prog:	
Vendor Check Registerloc: 64FISCALjob:	
Vendor	
ANAHEIM UHSD 04/20/10 Vendor Check Register TUE, APR 20, 2010, 7:43 AMreq: KORRleg: 64loc: 64FISCALjob: 10706916 #J421prog:	FUND
ANAHEIM UHSD TUE, APR 20, 2010,	FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
CITY OF ANAHEIM	V6400957	5520 5530	27,599.41 1,348.60	28,948.01	00086703
CLASSIC PARTY RENTALS V6408217	V6408217	5620	5,176.30	5,176.30	00086704
EBERHARD EQUIPMENT	V6405532	4347	99.929	676.66	00086705
ECONOMY RENTALS INC	V6401478	5610 5620	164.44 90.00	254.44	90086706
ELEMENT K CORPORATION V6410319	V6410319	5880	383.00	383.00	00086707
EWING IRRIGATION PROD V6401634	V6401634	4347	95.87	95.87	00086708
EXPRESS PIPE AND SUPP	SUPP V6401644	4355	723.79	723.79	00086709
GILBERT SOUTH ASB	V6407543	4310	594.00	594.00	00086710
GRIER, REBECCA "BECKI V6409561	V6409561	5210	500.00	500.00	00086711
KRUEGER, CELESTE	V6409442	5210	200.00	500.00	00086712
LEONARD CHAIDEZ TREE	V6402714	5610	855.00	855.00	00086713
MAGNOLIA HIGH SCHOOL	V6402920	5810	00.666,9	00.666,9	00086714
NASCO MODESTO	V6403253	4310 4410	2,651.23 1,571.06	4,222.29	00086715
NCS PEARSON INC.	V6403319	4310	1,335.44	1,335.44	00086716
NORTH ORANGE COUNTY R	R V6403384	7223	99,920.50	99,920.50	00086717
PACIFIC SALES	V6407828	4320	1,370.15	1,370.15	00086718
PAYNE, CAROL	V6406533	5210	12.00	12.00	00086719
PEARSON EDUCATION	V6403609	4310	129.07	129.07	00086720
PIONEER CHEMICAL CO	V6403672	9320	1,738.37	1,738.37	00086721
PIONEER STATIONERS IN V6403676	V6403676	9320	250.56	250.56	00086722
POOL SUPPLY OF ORANGE V6403700	V6403700	4347	481.72	481.72	00086723

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FUND: 0101 GENERAL FU	FUND					
Vendor Name	Vendor ID	ب	Amount	Check Amt	CK #	
PSS	V6405735	9320	322.29	322.29	00086724	
RANDOM HOUSE INC.	V6403835	4310	281.16	281.16	00086725	
REFRIGERATION SUPPLIE	V6403873	4347	75.02	75.02	00086726	
REVOLVING CASH FUND	V6405190	11101 222491 43310 43310 55210 55610 8990 8990	598.02 354.30 904.52 904.52 6,512.51 6,512.51 650.00 50.00 3,444.58 2,656.08	18,885.16	00086727	
ROYAL CORPORATION	V6410307	9320	191.64	191.64	00086728	
RUTHENBECK, LYNN	V6402876	5210	320.00	320.00	00086729	
SAFETY KLEEN	V6404072	5610	548.21	548.21	00086730	
SCANLON, JEFF	V6402298	5210	798.03	798.03	00086731	
SCHORR METALS INC	V6404179	4355	796.09	796.09	00086732	
SCIENCE KIT INC AND B	B V6404183	4310	273.37	273.37	00086733	
SEHI COMPUTER PRODUCT V6404221	V6404221	4310 4320 5610	571.43 661.13 75.00	1,307.56	00086734	
SMART AND FINAL	V6404304	4310	239.86	239.86	00086735	
SMART KIDS TUTORING A	V6407162	5805 1	10,339.16	10,339.16	00086736	
SOUTHWEST SCHOOL AND	V6404383	9320	374.97	374.97	00086737	
SPICERS PAPER INC	V6404405	4320	2,484.18	2,484.18	00086738	
STAPLES ADVANTAGE	V6410116	4310	158.75	158.75	00086739	
TCI	V6404603	4310	1,444.79	1,444.79	00086740	

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Omen Approxi	Wondow ID	100.00	+ 41.0mg	1 mg 10040	# 45	
Velidot Indille	VEIIGOI ID	ODJECT ====================================	Allouit	Clieck Allic		
TOTAL EDUCATION SOLUT V6409871	V6409871	5805	265.00	265.00	00086741	
TRAFFIC CONTROL SERVI V6404774	V6404774	4355	115.50	115.50	00086742	
TROXELL COMMUNICATION V6404796	V6404796	4410	1,693.26	1,693.26	00086743	
UNISOURCE	V6405508	9320	20,157.90	20,157.90	00086744	
WALTERS WHOLESALE	V6409053	4355	526.41	526.41	00086745	
WATROUS-LONG, BECKY	V6408463	5210	24.00	24.00	00086746	
WAXIE SANITARY SUPPLY V6405008	V6405008	9320	472.25	472.25	00086747	
			* *	CHECK GAP	* * *	
CAL STATE FULLERTON	V6400675	5805	8,775.20	8,775.20	00086754	
FEDERAL EXPRESS	V6401675	5910	151.96	151.96	00086755	
HOME DEPOT	V6405234	4320	5.43	5.43	00086756	
IBNA	V6402179	5210	3,150.00	3,150.00	00086757	
INCLUSIVE EDUCATION A V6410158	V6410158	5860	2,175.00	2,175.00	00086758	
IRON MOUNTAIN	V6409943	5812	125.00	125.00	00086759	
JOSTENS	V6402437	4320	392.81	392.81	00086760	
KNORR SYSTEMS	V6402610	4347	6,007.00	6,007.00	00086761	
ORANGE COUNTY REGISTE V6403461	V6403461	4320	538.08	538.08	00086762	
ORVAC ELECTRONICS	V6403479	4320 4355	58.16 220.67	278.83	00086763	
PROFESSIONAL TUTORS O V6407161	V6407161	5805	16,607.50	16,607.50	00086764	
THOMAS M. MEZA COMPAN V6409916	V6409916	6490	13,000.00	13,000.00	00086765	
UC REGENTS	V6404826	5805	50,000.00	50,000.00	99298000	
			*	TAPUK GAP	***	

*** CHECK GAP ***

TUE, APR 20, 2010, 7	7:43 AMreg:	reg: KORR	vendor leg: 64loc:	or check kegister oc: 64FISCALjob:	ıster -job: 10706916 #J421
FUND: 0101 GENERAL FU	FUND				
Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
A1 FLOORING	V6400031	4355	165.00	165.00	00086769
AAA ELECTRIC MOTOR SA	SA V6400033	4347	40.42	40.42	00086770
ABLENET	V6405539	4314 4327	442.46 435.08	877.54	00086771
ACCURATE LABEL DESIGN V6405870	V6405870	4320	147.95	147.95	00086772
ACHIEVEMENT PRODUCTS	V6410311	4310	1,672.36	1,672.36	00086773
ACORN MEDIA	V6400068	4310 4320	1,079.13	1,784.92	00086774
AHA PROCESS INC	V6405504	4310	829.42	829.42	00086775
ALEKS CORPORATION	V6409330	4310	50.00	50.00	00086776
ALT REV CASH FUND	V6405194	4310 5910	364.07 164.56	528.63	00086777
ALT REV CASH FUND	V6405195	4310 4320 5910	682.55 113.86 122.48	918.89	00086778
ALT REV CASH FUND	V6405197	4310 5910	43.50 8.46	51.96	00086779
ALT REV CASH FUND	V6405198	4310	999.82	999.82	00086780
ALTERNATIVE REVOLVING V6400190	3 V6400190	4310	832.62	832.62	00086781
ALVARADO PAINTING, A	V6406348	5610	550.00	550.00	00086782
ANAHEIM BAND INSTRUME	. V6400251	4310	109.61	109.61	00086783
ANAHEIM DISPOSAL	V6400256	5580	1,252.08	1,252.08	00086784
ANAHEIM HIGH SCHOOL	V6400260	5810	2,981.00	2,981.00	00086785
APPLE INC	V6400319	4310 4410 5880	1,738.92 1,738.92 119.00	1,962.86	00086786

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FUND: 0101 GENERAL F	FUND					
Vendor Name	Vendor ID		Amount	Check Amt	CK #	
APPLIED PRACTICE LTD.	). V6400324	4310	167.83	167.83	00086787	
AT AND T MCI	V6406157	5918	4.76	4.76	00086788	
AUDIOMETRICS	V6409369	5610	46.22	46.22	00086789	
AVID CENTER	V6400410	4310	714.94	714.94	00086790	
BALL JR HIGH SCHOOL	V6400433	5810	640.00	640.00	00086791	
BIOMETRICS4ALL INC	V6409224	5880	42.00	42.00	00086792	
CUMMINS CAL PACIFIC	L V6401190	5610	270.00	270.00	00086793	
DATA RECOVERY SERVICE V6410359	E V6410359	5610	401.00	401.00	00086794	
GLORIOSO, SAL	V6404078	5210	24.00	24.00	.00086795	
GOLDEN WEST MEDICAL	C V6401892	5810	20.00	20.00	96798000	
GREATER ANAHEIM SELPA V6401927	PA V6401927	7221 19	190,711.34	190,711.34	76798000	
GUILLERMO, EDISON	V6410366	5210	24.00	24.00	00086798	
HALL CO INC, GEORGE	T V6401845	4347	512.83	512.83	66798000	
HAMMERSCHMITT, VONNA	A V6410216	5220	167.10	167.10	00086800	
HI POD	V6409778	4410	3,215.74	3,215.74	00086801	
HOME DEPOT	V6405234	4355	1,022.62	1,022.62	00086802	
J.M. MCKINNEY CO.	V6402219	4355	210.49	210.49	00086803	
J.W. PEPPER AND SON	I V6402214	4310	93.30	93.30	00086804	
L AND N UNIFORM SUPPL V6402628	PL V6402628	4345	76.16	76.16	00086805	
LOPEZ, CINDY	V6407771	5220	79.75	79.75	90898000	
MALOTTE, NANCY	V6403248	5210	24.00	24.00	00086807	
MC FADDEN DALE HARDWA V6403056	VA V6403056	4355	529.59	529.59	00086808	

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	00086809	00086810	. 00086811	00086812	00086813	3 00086814	00086815	3 00086816	00086817	00086818	3 00086819	. 00086820	. 00086821	00086822	00086823	00086824	00086825	00086826	. 00086827	00086828	
Check Amt	2,335.46	48.12	1,346.41	12,872.00	5,720.00	1,031.08	299.82	2,502.03	1,549.69	59.99	186.53	666.81	1,425.71	28.17	682.12	234.90	185.52	3,541.74	235.11	522.00	
Amount	2,335.46	48.12	1,100.53 245.88	12,872.00	5,720.00	1,031.08	299.82	387.17 47.34 2,067.52	1,549.69	59,99	186.53	666.81	1,425.71	28.17	682.12	234.90	185.52	3,541.74	235.11	522.00	
Object	4355	4355	4310 9320	6490	5805	5610	4310	4310 4320 9320	4320	4310	4347	5610	4355	4355	5610	4355	5220	4347	4347	4355	
Vendor ID	V6405624	V6410362	V6403253	V6410293	V6410192	V6410348	V6406582	V6403421	V6410324	V6410316	FARM SU V6403455	PR V6403457	V6403472	V6403479	V6410162	INC V6403625	V6410217	ORANGE V6403700	V6403873	V6403891	
Vendor Name	MONTGOMERY HARDWARE C	N. GLANTZ AND SON	NASCO MODESTO	NATIONAL SIGN AND MAR V6410293	NBZ CONSULTING	NETWORKS 2000	NEXT DAY GOURMET	OFFICE DEPOT	OKS I SHIRI	OPTIMIZED CABLE COMPA V6410316	ORANGE COUNTY FARM SU	ORANGE COUNTY FIRE PR	ORCO DOOR CLOSER SERV V6403472	ORVAC ELECTRONICS	PARACLETE FIRE	PENNER PARTITIONS INC	PHAM, THUY VI	POOL SUPPLY OF ORANGE	REFRIGERATION SUPPLIE	RELIABLE SHEET METAL	

Vendor Check Register ---loc: 64FISCAL--job: 10706916 #J421--prog: CK517 <1.01>--report id: CKRECSOC 64 04/20/10 7.43 AM ANAHEIM UHSD

/:43 AMred:	KORRlec	64	c: 64FISCAL	loc: 64FISCALjob: 10706916 #J421
FUND				
Vendor ID	Object	Amount	Check Amt	CK #
 V6404018	4310	55.52	55.52	00086830
V6404179	4355	64.89	64.89	00086831
V6407496	4310	7.36	7.36	00086832
V6404453	4310	58.83	58.83	00086833
TRAFFIC CONTROL SERVI V6404774	4355	366.53	366.53	00086834
TROXELL COMMUNICATION V6404796	4410	564.42	564.42	00086835
V6404805	4347	661.56	661.56	00086836
UNITED PARCEL SERVICE V6408429	5910	138.73	138.73	00086837
US AIR CONDITIONING D V6404317	4347	166.39	166.39	00086838
V6404918	5918	11,612.36	11,612.36	00086839
WALKER JR HIGH SCHOOL V6404990	5810	460.00	460.00	00086840
V6409053	4355	17.54	17.54	00086841
V6410356	5610	175.00	175.00	00086842
C V6405131	5610	412.06	412.06	00086843
		*	CHECK GAP	* *
ACCESSORIE AIR COMPRE V6405179	5610	4,700.34	4,700.34	00086847
EDUCAT V6401697	4310	264.30	264.30	00086848
FLINN SCIENTIFIC FOUN V6406221	4310	276.91	276.91	00086849
S V6401724	4310	1,011.27	1,011.27	00086850
FOLLETT LIBRARY RESOU V6401725	4210 4310	2,096.82 856.45	2,953.27	00086851
FREESTYLE PHOTOGRAPHI V6401761	4310	188.66	188.66	00086852
V6401804	4355	161.79	161.79	00086853
	vendor ID vendor ID ved04018 V6404179 V6404453 V6404453 V6404453 V6404453 V64044918 V6404918 V6404918 V6404918 V6404918 V6401956 V6409053 V6401697 V6401724 V6401724 V6401725 V6401761 V6401804	D Object 4310 4355 4310 4355 4310 4347 5910 4347 5910 4310 4310 4310 4310 4310 4310 4310	D Object Amc 4310 55 4310 55 4310 56 4310 56 4310 56 4310 56 4310 56 4310 56 4310 56 4310 56 10 4355 17 56 10 4310 27 4310 27 4310 27 4310 27 4355 16 4355 16	D Object Amc 4310 55 4310 55 4310 56 4310 56 4310 56 4310 56 61 4310 56 61 4310 56 61 4310 56 61 4310 56 61 4310 56 61 4310 27 4310 2 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
GCC TECHNOLOGIES INC	V6401822	4310	282.00	282.00	00086854
GENERAL INDUSTRIAL TO	TO V6401833	9320	1,409.78	1,409.78	00086855
GLASBY MAINTENANCE SU	SU V6401863	4347	338.62	338.62	00086856
GOV CONNECTION	V6406748	4310	118.34	118.34	00086857
GRAINGER	V6404982	4355	748.76	748.76	00086858
GREAT AMERICA LEASING V6407856	V6407856	5620	131.06	131.06	00086859
GUITAR CENTER	V6401958	4310	135.88	135.88	00086860
GUNTHERS ATHLETIC SER	SER V6401962	4310	434.00	434.00	00086861
H L CORPORATION	V6401968	4310	338.17	338.17	00086862
HARRIS OFFICE PRODUCT V6410267	V6410267	9320	3,532.29	3,532.29	00086863
HOME DEPOT	V6405234	4355	1,138.10	1,138.10	00086864
HOWARD INDUSTRIES	V6402088	4347	10.88	10.88	00086865
HP DIRECT	V6408671	4410	1,978.58	1,978.58	00086866
L AND N UNIFORM SUPPL V6402628	V6402628	4345	44.90	44.90	00086867
			* *	CHECK GAP	***
A TO Z IN-HOME TUTORI V6409416	V6409416	5805	2,632.50	2,632.50	69898000
A U H S D FOOD SERVIC	SERVIC V6400023	4390	229.41	229.41	00086870
A+ EDUCATIONAL CENTER	CENTER V6409869	5805	9,962.40	9,962.40	00086871
ALBA, MONICA	V6408201	5870	463.45	463.45	00086872
ARRIBA EDUCATION	V6410237	5805	1,200.00	1,200.00	00086873
B AND H PHOTO VIDEO I	I V6400422	4310 4410	2,838.68 549.95	3,388.63	00086874
B AND K ELECTRIC WHOL V6400623	V6400623	4355	631.14	631.14	00086875

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	CK #	00086876	00086877	00086878	62898000	00086880	00086881	00086882	00086883	00086884	00086885	98898000	00086887	00086888	68898000	000898000	00086891	00086892	00086893	00086894	00086895	96898000
	Check Amt	1,086.75	360.52	63.64	7,105.91	122.43	3,323.59	2,786.00	4,405.15	40.91	958.88	69.20	2,343.40	00.69	3.00	3,470.20	1,737.29	195.75	28,429.31	620.92	00.6	2,234.03
	Amount	1,086.75	360.52	63.64	7,105.91	122.43	3,323.59	2,786.00	4,405.15	11.96 28.95	958.88	69.20	2,343.40	00.69	3.00	531.43 2,938.77	1,737.29	195.75	3,004.35 25,424.96	620.92	00.6	2,234.03
	Object	5805	4355	4355	6490	4310	4310	5210	4310	5520 5530	4355	5220	5610	5220	5610	4210 4310	4310	9320	4310 4320	4310	5220	9320
Ob	Vendor ID	V6409873	V6407678	V6400476	V6410325	V6400571	V6400615	A V6400627	V6404723	V6400957	V6407431	V6401738	V6401651	V6409442	V6410164	V6403609	V6409934	V6403676	V6410099	V6403828	V6407936	V6410116
FUND: 0101 GENERAL FUND	Vendor Name	BASIC EDUCATIONAL SER	BAVCO	BELL PIPE AND SUPPLY	BIOPAC SYSTEMS INC.	BORDERS BOOKS	BSN SPORTS	BUREAU OF EDUCATION A	CENGAGE LEARNING	CITY OF ANAHEIM	CONSOLIDATED ELECTRIC V6407431	CORREIA, FRANCES	F.M. THOMAS AIR CONDI V6401651	KRUEGER, CELESTE	PACIFIC COAST PROPANE V6410164	PEARSON EDUCATION	PERLMUTTER PURCHASING V6409934	PIONEER STATIONERS IN V6403676	PROMAC IMAGE SYSTEMS	RALPHS GROCERY CO	ROLEWICZ, PAULA	STAPLES ADVANTAGE

	j					
Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #	
SUPPLYMASTER	V6404538	4310	1,209.84	1,209.84	00086897	
TOSHIBA BUSINESS SOLU	7 V6403528	4410	943.95	943.95	86898000	
U S BANK	V6406511	4210 4390 5210 5880	278.87 77.00 3,784.74 625.30	4,765.91	00086899	
US GAMES INC	V6404813	4310	773.61	773.61	00088000	
WOODCRAFT	V6405102	4310	185.01	185.01	00086901	
			*	*** CHECK GAP	* * *	
A Z PARTS SALES	V6409623	4376	494.40	494.40	00086904	
ABLENET	V6405539	4314	167.79	167.79	00086905	
ACADEMIC ADVANTAGE, I	T V6408637	5805	9,243.52	9,243.52	90698000	
ADDISON AUTO GLASS	V6408005	4370 5610	229.56 200.00	429.56	00086907	
AICHELE, STEVEN G.	V6407891	5610	125.00	125.00	80698000	
ALTERNATIVES UNLIMITE	. V6409944	5805	13,070.25	13,070.25	60698000	
ALTON SCHOOL	V6400191	2860	7,112.00	7,112.00	00086910	
ARAMARK UNIFORM SERVI	. V6407528	4388	436.95	436.95	00086911	
AT AND T	V6400374	5918	242.80	242.80	00086912	
BUS WEST	V6407892	4376	64.24	64.24	00086913	
CALIFORNIA DEPARTMENT	7 V6400686	8590	34,211.00	34,211.00	00086914	
CAMERON WELDING SUPPI	SUPPL V6400741	4355	27.46	27.46	00086915	
CAROLINA BIOLOGICAL S	S V6400778	4310	2,144.44	2,144.44	00086916	
CARRIER SALES AND DIS V6409402	3 V6409402	4347	566.02	566.02	00086917	

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
CARSON SUPPLY CO	V6400788	4347	4,276.63	4,276.63	00086918
CHAMPION CHEMICAL CO.	V6400860	9320	2,869.96	2,869.96	00086919
CHRISTIAN COMPANY INC	INC V6400919	4355	124.84	124.84	00086920
CINNAMON HILLS YOUTH	V6407425	5860	6,337.50	6,337.50	00086921
CITY OF ANAHEIM	V6400957	5530	168.50	168.50	00086922
CLARK SECURITY PRODUC V6400966	V6400966	4355	3,524.61	3,524.61	00086923
CLASSIC PARTY RENTALS V6408217	V6408217	5620	309.86	309.86	00086924
CONCEPTS SCHOOL AND O V6410345	V6410345	4319	1,294.13	1,294.13	00086925
CONTINENTAL CHEMICAL	V6409578	9320	3,043.91	3,043.91	00086926
CORWIN PRESS INC.	V6401107	4210	240.91	240.91	00086927
CRYSTAL GLASS AND MIR V6401153	V6401153	4355	1,673.36	1,673.36	00086928
DAY WIRELESS SYSTEMS	V6410025	4320	558.28	558.28	00086929
DEMCO INC	V6401318	4310	1,014.81	1,014.81	00086930
DIGITAL EDGE LEARNING V6410334	V6410334	4310	1,306.25	1,306.25	00086931
DRAKE SUPPLY COMPANY	V6406285	4370 4385	165.54 634.25	799.79	00086932
DUNN EDWARDS PAINTS	V6401448	4355	336.09	336.09	00086933
EBERHARD EQUIPMENT	V6405532	4347	348.16	348.16	00086934
EWING IRRIGATION PROD V6401634	V6401634	4347	412.40	412.40	00086935
EXPRESS PIPE AND SUPP	SUPP V6401644	4355	1,001.20	1,001.20	9869800
GAS COMPANY, THE	V6404372	5510	529.66	529.66	00086937
MORRIS, KATHY	V6402537	5220	40.00	40.00	00086938
SCHOOL BUS PARTS	V6404157	4376	26.92	266.92	00086939

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Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
SEHI COMPUTER PRODUCT V6404221	76404221	4310 4410	101.79 489.38	591.17	00086940
SIEMENS WATER TECHNOL V6408457	76408457	4380	292.80	292.80	00086941
SOUNDIREE	V6410312	4320	2,214.05	2,214.05	00086942
SOUTHERN CALIFORNIA E	V6404370	5520	81,412.20	81,412.20	00086943
SUPPLYMASTER	V6404538	4310 4320	602.65 841.74	1,444.39	00086944
TARGET STORES	V6404598	4310	1,202.51	1,202.51	00086945
TROXELL COMMUNICATION V6404796	76404796	4410	564.42	564.42	00086946
UNION AUTO SERVICE CE	V6404840	5610	59.95	59.95	00086947
UNITED HEALTH SUPPLIE	V6404851	9320	115.00	115.00	00086948
VANCE AND ASSOCIATES	V6404907	5610	315.00	315.00	00086949
VOMERO, LAUREN	V6410043	5210	1,000.00	1,000.00	00086950
WARD'S NATURAL SCIENC	SCIENC V6404999	4310	216.87	216.87	00086951
WAXIE SANITARY SUPPLY V6405008	76405008	4347	10.35	10.35	00086952
WESTRUX INTERNATIONAL V6405053	76405053	4385	166.89	166.89	00086953
A 1 FENCE COMPANY	V6408537	4355 5610	216.06 906.00	1,122.06	00086954
AAA ELECTRIC MOTOR SA V6400033	76400033	4347	813.99	813.99	00086955
ACOUSTICAL MATERIAL S V6400070	76400070	4355	458.48	458.48	00086956
ACTION DOOR REPAIR CO V6400081	76400081	5610	450.00	450.00	00086957
AT AND T	V6400374	5918	19.70	19.70	00086958
AXLE TRANSMISSION XCH V6405352	76405352	4376	3,415.69	3,415.69	00086959
CARSON SUPPLY CO	V6400788	4347	509.78	509.78	09698000

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	#	6961	8962	6963	6964	6965	9969	2969	8969	6969	0269	6971	6972	6973	6974	6975	976	7169	0010
	CK	00086961	00086962	00086963	00086964	00086965	99698000	00086967	89698000	69698000	00086970	00086971	00086972	00086973	00086974	00086975	90086976	71698000	82898000
	Check Amt	1,100.00	5,075.50	45,697.60	7,750.00	13,710.00	2,083.66	43.33	390.00	587.17	1,380.00	13.94	920.31	791.71	18.00	850.00	850.65	7,760.00	00 011 00
	Amount	1,100.00	5,075.50	37, 343.02 3, 519.73 4, 834.85	7,100.00	660.00	54.38 1,837.77 191.51	43.33	390.00	37.71 549.46	1,380.00	13.94	160.75 271.83 487.73	791.71	18.00	850.00	850.65	7,760.00	77
	Object	5210	5870	5520 5530 5580	4410 5610	5610 5880	4370 4376 4385	4355	5610	4370 4385	5870	4347	4375 4385 4387	5610	5220	5210	4310	5805	7
j	Vendor ID	V6407781	V6406415	V6400957	V6409954	V6405107	V6405625	V6401804	V6401818	V6401967	V6408762	V6402088	V6402332	V6402367	V6405670	V6409921	V6408666	V6403538	
FOND. OTOI GENERAL FOND	Vendor Name	CA DEPT OF	CHILD SHUTTLE	CITY OF ANAHEIM	E.G. AIRE HEATING AND V6409954	EXCELERATE SOFTWARE I	FLEET SERVICES INC	GANAHL LUMBER CO	GARY'S RADIATOR SERVI	H AND H AUTO PARTS WH	HERNANDEZ, JOSE	HOWARD INDUSTRIES	JEYCO PRODUCTS INC	JOE RHODES MAINTENANC V6402367	MACE, TAMMY	MILLIKAN HIGH SCHOOL	PACIFIC NORTHWEST PUB	PARENT INSTITUTE FOR	

CK #	62698000	08698000	00086981	00086982	00086983	00086984	00086985	98698000	*	00086989	06698000	00086991	00086992	00086993
Check Amt	11,938.50	857.64	31.97	329.86	1,699.01	36,551.21	2,481.08	18,900.00	CHECK GAP	1,021.93	396.27	612.35	749.22	1,868.34
Amount	11,938.50	857.64	31.97	329.86	1,699.01	36,551.21	2,481.08	18,900.00	* * *	-76.00 420.72 185.22 491.99	10.00 123.66 76.61 172.99 13.01	163.79 18.89 234.87 8.00	-15.00 -55.00 683.54 129.70	16.80 -39.20 23.20
Object	5860	4310	4355	4310	4410	4382	5821	5805		4299 4310 4320 4347	4199 4310 4320 4390 5910	4310 4320 4390 5210 5910	4199 4299 4310 4320 5910	4210 4299 4310
Vendor ID	 V6405342	V6410364	V6404179	V6403277	V6410312	V6404378	V6408054	V6410245		V6405194	V6405195	V6405196	V6405197	V6405198
Vendor Name	IER PARK HIGH	SCHOOLMART	SCHORR METALS INC	SOLUTION TREE	SOUNDIREE	SOUTHERN COUNTIES OIL	STUTZ ARTIANO SHINOFF	SYLVAN LEARNING CENTE		ALT REV CASH FUND	ALT REV CASH FUND	ALT REV CASH FUND	ALT REV CASH FUND	ALT REV CASH FUND
	Name Vendor ID Object Amount Check Amt CK #	Vame         Vendor ID         Object         Amount         Check Amt         CK #           PARK HIGH SCH V6405342         5860         11,938.50         1008697	Name         Vendor ID         Object         Amount         Check Amt           PARK HIGH SCH V6405342         5860         11,938.50         11,938.50           ART         V6410364         4310         857.64         857.64	Vendor ID         Object         Amount         Check Amt           PARK HIGH SCH V6405342         5860         11,938.50         11,938.50           ART         V6410364         4310         857.64         857.64           METALS INC         V6404179         4355         31.97         31.97	THE Vendor ID Object Amount Check Amt (1,938.50) 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.	TREE V6410312 4410 1,699.01 Check Amt Check Amt SRK HIGH SCH V6405342 5860 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,699.01 1,699.01 1,699.01	me         Vendor ID         Object         Amount         Check Amt           ARK HIGH SCH V6405342         5860         11,938.50         11,938.50           TALS INC         V6410364         4310         857.64         857.64           TALS INC         V6404179         4355         31.97         31.97           TREE         V6410312         4310         1,699.01         1,699.01           COUNTIES OIL V6404378         4382         36,551.21         36,551.21	THE	THE V6410312 Object Amount Check Amt 5860 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,938.50 11,699.01 1,699.01 COUNTIES OIL V6404378 4382 36,551.21 2,481.08 2,481.08 ANNING CENTE V6410245 5805 18,900.00 18,900.00	THE THE THE NGT ON THE	Name	Name	Care Name   Care	Name   Name

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; #J421prog:															
ister -job: 10706916		CK #		00086994	00086995	96698000	76698000	86698000	66698000	* * *	00087001	00087002	00087003	00087004	00087005
Vendor Check Register loc: 64FISCALjob:		Check Amt		1,490.64	2,487.00	2,100.00	2,190.05	106.03	4,067.00	*** CHECK GAP	35.03	57,895.00	212.27	3,245.63	929.11
Ven leg: 64l		Amount	138.10 453.32 60.29 241.04 473.93 70.67 121.82 101.37	361.83 -0.04 127.79 -9.88 56.14 146.64 407.83 70.03	2,487.00	2,100.00	2,190.05	106.03	4,067.00	*	35.03	57,895.00	212.27	3,245.63	387.97 285.58 255.56
04/20/10 req: KORR		Object	######################################	4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4	5610	5610	4347	4310	5880		5918	7211	4347	5810	4310 4311 4320
04/2 TUE, APR 20, 2010, 7:43 AMreq:	FUND: 0101 GENERAL FUND	Vendor Name Vendor ID		ALTERNATIVE REVOLVING V6400190	CHAPMAN COAST ROOF CO V6410263	FENN TERMITE AND PEST V6401679	FERGUSON ENTERPRISES V6409823	FULLERTON ACE HARDWAR V6405244	RENAISSANCE LEARNING V6403894		AT AND T V6400374	GREATER ANAHEIM SELPA V6401927	PACIFIC TURF EQUIPMEN V6403502	PARADIGM HEALTHCARE S V6403536	PERLMUTTER PURCHASING V6409934

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Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
POOL SUPPLY OF ORANGE	V6403700	4347	345.30	345.30	00087006
PORTACRAFT INC	V6408319	4355	768.86	768.86	70087000
PROMAC IMAGE SYSTEMS	V6410099	4310 4320	349.51 3,346.44	3,695.95	00087008
PSS	V6405735	4310	12.04	12.04	00087009
REEL LUMBER SERVICE	V6403871	4355	59.53	59.53	00087010
SAFETY KLEEN	V6404072	5610	1,103.85	1,103.85	00087011
SEHI COMPUTER PRODUCT V6404221	V6404221	4310	801.06	801.06	00087012
SMART AND FINAL	V6404304	4310	865.47	865.47	00087013
SMART AND FINAL IRIS	V6404306	4310	240.42	240.42	00087014
SPECTRUM TRAINING SYS	V6408760	5210	2,665.00	2,665.00	00087015
STAPLES ADVANTAGE	V6410116	9320	182.70	182.70	00087016
TIME AND ALARM SYSTEM V6404729	V6404729	5610	836.24	836.24	00087017
TRAFFIC CONTROL SERVI V6404774	V6404774	4355	99.11	99.11	00087018
TURE STAR INC	V6404805	4347	1,032.63	1,032.63	00087019
WAXIE SANITARY SUPPLY	SUPPLY V6405008	4347 9320	371.22 2,530.54	2,901.76	00087020
WESTEL COMMUNICATION	V6405039	5610	50.00	50.00	00087021
			* *	CHECK GAP	* * *
ACCESSORIE AIR COMPRE V6405179	V6405179	4355	372.11	372.11	00087023
ACS BILLING SERVICE	V6400072	5580	3,365.12	3,365.12	00087024
ADT SECURITY SYSTEMS	V6400100	5610	466.16	466.16	00087025
ANAHEIM UNION HIGH SC V6400267	V6400267	5454	33,738.10	33,738.10	00087026

ANAHEIM UHSD 04/20/10 Vendor Check Register 105, 2010, 7:43 AM --reg: KORR-----leg: 64 ---loc: 64FISCAL--job: 10706916 #J421--prog: CK517 <1.01>--report id: CKRECSOC

	į				
Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
ART SUPPLY WAREHOUSE	V6400350	4310	73.83	73.83	00087027
ASSOCIATED BUSINESS P	V6400369	5610	47.74	47.74	00087028
AWARDS BY PAUL	V6400412	4320	189.23	189.23	00087029
AZENON, AMADA	V6409050	5220	125.75	125.75	00087030
B AND M LAWN AND GARD	GARD V6400423	4347	105.31	105.31	00087031
BMC INC	V6400548	4310	350.00	350.00	00087032
BSN SPORTS	V6400615	4310	1,241.23	1,241.23	00087033
CALIFORNIA DEPARTMENT V6400686	V6400686	8590	50,000.00	50,000.00	00087034
CALIFORNIA DEPARTMENT V6400686	V6400686	8590	11,397.00	11,397.00	00087035
CALIFORNIA SCHOOL MAN	V6409922	5810	2,300.00	2,300.00	980087036
CART MAN INC, THE	V6404668	5610	384.64	384.64	00087037
CITY OF ANAHEIM	V6400957	5520 5530 5580	12,958.81 653.75 2,330.57	15,943.13	00087038
CLAIM RETENTION SERVI V6408940	V6408940	5810	21,000.00	21,000.00	00087039
COLON, MELIDA DIAZ	V6409180	5220	64.00	64.00	00087040
COMMERCIAL DOOR METAL	V6410342	4355	322.55	322.55	00087041
COMMUNICATIONS CENTER	CENTER V6401037	5610	1,086.16	1,086.16	00087042
COMPUTER GEEKS, THE	V6408823	4320	97.83	97.83	00087043
CONSOLIDATED DISPOSAL V6401069	V6401069	5580	5,015.20	5,015.20	00087044
CONSOLIDATED ELECTRIC	V6407431	4355	129.44	129.44	00087045
CONTOIS, CHRISTINE	V6410281	5220	48.50	48.50	00087046
COOK EQUIPMENT COMPAN V6401096	V6401096	4347	823.64	823.64	00087047

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TUE, APR 20, 2010, 7:	7:43 AMreq:	KORR	leg: 64loc:	c: 64FISCALjob:	-job: 10706916 #J42
FUND: 0101 GENERAL FUND	e				
Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
CRUZ, ADELA	 V6410372	5220	15.75	15.75	00087048
EXCELERATE SOFTWARE I	V6405107	5810	1,250.00	1,250.00	00087049
FARMAN, JUANA	V6406999	5220	00.06	90.00	00087050
FENN TERMITE AND PEST	PEST V6401679	5610	1,141.00	1,141.00	00087051
FIVE STAR RUBBER STAM	STAM V6405116	4320	29.41	29.41	00087052
FREESTYLE PHOTOGRAPHI V6401761	V6401761	4310	182.96	182.96	00087053
FROG ENVIRONMENTAL IN V6407428	V6407428	5610	550.00	550.00	00087054
GANAHL LUMBER CO	V6401804	4310 4355	66.90 504.07	570.97	00087055
GARDENA VALLEY NEWS	V6401808	5810	424.91	424.91	00087056
GENERAL BINDING CORPO V6401829	V6401829	5610	339.30	339.30	00087057
GOV CONNECTION	V6406748	4310	1,465.45	1,465.45	00087058
GRAINGER	V6404982	4355	640.53	640.53	00087059
HALL CO INC, GEORGE T	V6401845	4347	221.89	221.89	09087060
HARLAND TECHNOLOGY SE V6409362	V6409362	5610	1,780.00	1,780.00	00087061
HARRIS OFFICE PRODUCT V6410267	V6410267	4310 4320 4410	1,862.88 833.03 829.76	3,525.67	00087062
HD INDUSTRIES	V6401983	4376	100.34	100.34	00087063
HERITAGE SCHOOL	V6402041	5860	2,346.00	2,346.00	00087064
HOUGHTON MIFFLIN COMP	V6402084	4150	5,874.84	5,874.84	00087065
HOWARD INDUSTRIES	V6402088	4347	176.96	176.96	00087066
HP DIRECT	V6408671	4310 4410	179.43 454.02	633.45	00087067

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Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
MARTINEZ, DEBBIE	V6408279	5220	193.24	193.24	00087068
MEEHAN, LACEY	V6409733	5220	78.75	78.75	69028000
OCDE	V6403452	5870	7,541.94	7,541.94	00087070
PACIFIC TURF EQUIPMEN V6403502	V6403502	4347	459.16	459.16	00087071
PARENT INSTITUTE FOR	V6403538	5805	10,160.00	10,160.00	00087072
PEARSON EDUCATION	V6403609	4210 4310	1,890.20 289.80	2,180.00	00087073
RALPHS GROCERY CO	V6403828	4310	94.02	94.02	00087074
REGENTS OF THE UNIV.	V6403881	8695	15,000.00	15,000.00	00087075
RHODE ISLAND NOVELITY V6407641	V6407641	4310	356.37	356.37	97078000
ROBERTSON, STEVEN	V6408616	5220	38.70	38.70	77078000
SMART AND FINAL IRIS	V6404306	4310 4390	210.76 211.36	422.12	00087078
SOUTHERN COUNTIES OIL V6404378	V6404378	4382	18,807.26	18,807.26	00087079
STATE BOARD OF EQUALI	EQUALI V640444	4381 4382	347.66 1,066.70	1,414.36	00087080
STATE BOARD OF EQUALI V6404444	V640444	4382	533,35	533,35	00087081
STEINBRICK, GAIL	V6408751	5220	164.95	164.95	00087082
THERAPEUTIC EDUCATION V6404702	V6404702	5860	9,430.00	9,430.00	00087083
TRUJILLO, MARIA	V6410371	5220	81.40	81.40	00087084
WALTERS WHOLESALE	V6409053	4355	51.72	51.72	00087085
XEROX	V6405124	4320 5620	470.28	5,206.60	00087086

*** CHECK GAP ***

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FUND: 0101 GENERAL FUND

Name	Vendor ID	Object	Amount	Check Amt	CK #
BEACON DAY SCHOOL	V6409269	5860	24,114.20	24,114.20	00087088
BELL, JOVON AND PATRI	V6410274	5850	6,000.00	6,000.00	00087089
GALE SUPPLY CO	V6401798	9320	662.29	662.29	06028000
GUNTHERS ATHLETIC SER	SER V6401962	5560	5,417.96	5,417.96	00087091
HP DIRECT	V6408671	4310 4320 4410	15,291.01 65.25 4,997.90	20,354.16	00087092
KERN HIGH SCHOOL DIST	DIST V6405700	4310 5880	750.00 750.00	1,500.00	00087093
LANGUAGE NETWORK INC	V6409301	5810	8,039.45	8,039.45	00087094
PERLMUTTER PURCHASING	V6409934	4310	471.97	471.97	00087095
ROSES HARDWARE	V6404018	4310	132.90	132.90	96028000
SCHOLASTIC INC	V6404150	4310	2,130.00	2,130.00	76078000
SCHOOL SPECIALTY INC	V6404173	9320	2,085.13	2,085.13	86028000
STATER BROS MARKET ST V6404454	V6404454	4310	249.68	249.68	66028000
STRAIGHT TALK CLINIC	V6404492	5810	5,980.00	5,980.00	00087100
STUTZ ARTIANO SHINOFF	SHINOFF V6408054	5821	53,045.45	53,045.45	00087101
THOMAS M. MEZA COMPAN V6409916	V6409916	5610	29,688.00	29,688.00	00087102
			*	*** CHECK GAP	* * *
SEHI COMPUTER PRODUCT V6404221	V6404221	4310 5880	23.87	8,859.81	00087105

TOTAL FOR FUND: 0101 GENERAL FUND 2,716,443.34

CK #
Check Amt
Amount
Object
Vendor ID
Vendor Name

CK #	
Check Amt	
Amoun	Object Total  5,874.84 5,874.84 6,10.025 152,240.630 152,240.630 152,240.630 152,240.630 170,364.13 170,364.13 171,294.13 171,294.13 171,294.13 171,294.13 171,294.13 171,294.13 171,294.13 171,294.13 171,294.13 171,294.13 171,294.13 171,294.13 171,294.13 171,294.13 171,294.13 171,294.13 171,294.13 171,294.13 171,294.13 171,294.13 171,294.13 171,294.13 171,294.13 171,294.13 171,294.13 171,294.13 171,294.13 171,294.13 171,294.13 171,294.13 171,294.13 171,294.13 171,294.13 171,294.13
Vendor ID Object	0   10   0   0   0   0   0   0   0   0
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ANAHEIM UHSD
TUE, APR 20, 2010, 7:43 AM --req: KORR----leg: 64 ---loc: 64FISCAL-job: 10706916 #J421--prog: CK517 <1.01>--report id: CKRECSOC

FUND: 0101 GENERAL FUND

- 1	Vendor ID	Amoun	
	5454	738.	
	5510	_	
	5530	418.	
	5560	780.	
	5610	192.	
	5620	076.	
	3803 5810	514.	
	5812	500.	
	5820	240.	
	5850	6,000	
	5860	720.	
	5870	4,460.	
	5880	480. 828	
	5918	9,451.	
	6490	281.	
	7211	13,018.	
	7221	0,711.	
	7223	9,920.	
	8695		
	8699 9320	2,762.08 91,561.65	

TOTAL FOR FUND: 0101 GENERAL FUND 2,716,443.34

619 3	
S Printed: S Printed:	: Printed:
Checks Checks	Checks
Total Number Of Checks Printed Number Of Void Checks Printed	Number Of Actual Checks

ANAHEIM UHSD 04/20/10 Vendor Check Register PPage 35 TUE, APR 20, 2010, 7:43 AM --req: KORR-----leg: 64 ----loc: 64FISCAL--job: 10706916 #J421--prog: CK517 <1.01>--report id: CKRECSOC

FUND: 1111 ADULT EDUCATION

Vendor Name	Vendor ID	Object ====================================	Amount === **:	Check Amt ===================================	CK # ======= ***
VERIZON WIRELESS	V6404918	5918	121.82	121.82	00086476
			*	*** CHECK GAP ***	* *
ADT SECURITY SYSTEMS	V6400100	5610	236.63	236.63	236.63 00086536
			*	*** CHECK GAP ***	* * *
AT AND T MCI	V6406157	5918	91.02	91.02	91.02 00086697
			*	*** CHECK GAP ***	***
VERIZON WIRELESS	V6404918	5918	121.82	121.82	121.82 00086844
			*	*** CHECK GAP ***	* * *
PROMAC IMAGE SYSTEMS	V6410099	4320	1,121.62	1,121.62	1,121.62 00086902

1,692.91 TOTAL FOR FUND: 1111 ADULT EDUCATION

Object Total	236.63	1,121.6	334.6
Object	5610	4320	5918

1,692.91 TOTAL FOR FUND: 1111 ADULT EDUCATION

5 0 5 Total Number Of Checks Printed: Number Of Void Checks Printed:

FUND: 1414 DEFERRED MAINT

Vendor Name	Vendor ID			Check Amt	CK #
			***	*** CHECK GAP	                      
NB CONSULTING ENGINEE V6409786	V6409786	6212	2,465.00	2,465.00	2,465.00 00086545
			* * *	*** CHECK GAP	* * *
AESTHETICS INC	V6410361	6270	2,000.00	2,000.00	2,000.00 00086868
			* *	*** CHECK GAP	* *
FENCE MASTERS	V6410341	5610	4,698.00	4,698.00	4,698.00 00087000
	TOTAL FOR FU	TOTAL FOR FUND: 1414 DEFERRED MAINT	RRED MAINT	9,163.00	

2,465.00 4,698.00 2,000.00 9,163.00 Object Total TOTAL FOR FUND: 1414 DEFERRED MAINT Object 6212 5610 6270

Total Number Of Checks Printed: Number Of Void Checks Printed:

ANAHEIM UHSD 04/20/10 Vendor Check Register 100. 2010, 7:43 AM --req: KORR----leg: 64 ---loc: 64FISCAL--job: 10706916 #J421--prog: CK517 <1.01>--report id: CKRECSOC

FUND: 2525 CAPITAL FAC

CK #	00086537	54.47 00086538	* * *	28.93 00086748	* * *	6,517.21 00086767	* *	00087103
Check Amt	22,455.00 00086537	54.47	*** CHECK GAP ***	28.93	*** CHECK GAP ***	6,517.21	*** CHECK GAP ***	1,475.81
Amount	22,455.00	54.47	r	28.93	,	6,517.21	r	1,475.81
Object	6216	5810		8681		6212		6221
Vendor ID	V6403919	V6403787		V6405190		V6409776		V6407493
Vendor Name	BROOKS INSTALLATIONS V6403919	PUBLIC ECONOMICS INC V6403787		REVOLVING CASH FUND		WESTGROUP DESIGNS		A THRONE CO INC

TOTAL FOR FUND: 2525 CAPITAL FAC 30,531.42

Object Total	54.47 6,517.21 22,455.00 1,475.81 28.93	
Object	5810 6212 6216 6221 8681	

TOTAL FOR FUND: 2525 CAPITAL FAC 30,531.42

Total Number Of Checks Printed: 5
Number Of Void Checks Printed: 0
Number Of Actual Checks Printed: 5

ANAHEIM UHSD 04/20/10 Vendor Check Register PPage 38 PPage 38 TUE, APR 20, 2010, 7:43 AM --req: KORR----leg: 64 ---loc: 64FISCAL--job: 10706916 #J421--prog: CK517 <1.01>--report id: CKRECSOC

FUND: 4040 SPECIAL RESERVE

r Name	Vendor ID			Check Amt	CK #	
				*** CHECK GAP	     *   *	
BEST BEST AND KRIEGER V6400491	V6400491	6156	20,631.05	20,631.05	00086477	
				*** CHECK GAP	* *	
BEST BEST AND KRIEGER V6400491	V6400491	6156	105,304.74	105,304.74	00086539	
				*** CHECK GAP	* *	
JUBANY NAC ARCHITECTU V6409796	V6409796	6212	1,350.00	1,350.00	1,350.00 00086546	
SCHOOL FACILITY CONSU V6404158	V6404158	6245	12,896.85	12,896.85	00086547	
				*** CHECK GAP ***	* * *	
BEST BEST AND KRIEGER V6400491	V6400491	6156	8,859.38	8,859.38	00086640	
SCHOOL FACILITY CONSU V6404158	V6404158	6245	1,637.50	1,637.50	1,637.50 00086641	
				*** CHECK GAP	***	
GIANNELLI ELECTRIC IN V6401857	V6401857	6270	7,729.00	7,729.00	7,729.00 00086768	

158,408.52 TOTAL FOR FUND: 4040 SPECIAL RESERVE

Object Total	134,795.17 1,350.00 14,534.35 7,729.00	
Object ======	6156 6212 6245 6270	

158,408.52 TOTAL FOR FUND: 4040 SPECIAL RESERVE

Total Number Of Checks Printed: Number Of Void Checks Printed:

04/20/10 Vendor Check Register 7:43 AM --req: KORR-----leg: 64 ---loc: 64FISCAL--job: 10706916 #J421--prog: CK517 <1.01>--report id: CKRECSOC

FUND: 6768 INS-WCI

ANAHEIM UHSD TUE, APR 20, 2010,

974.39 00086845 4,262.43 00087087 CK# *** CHECK GAP *** *** CHECK GAP *** Check Amt Amount 974.39 4,262.43 Object 5890 5890 Vendor ID OCCUPATIONAL HEALTH C V6406429 V6400400 Vendor Name AUHSD

5,236.82 TOTAL FOR FUND: 6768 INS-WCI

5,236.82 Object Total Object ======= 5890

5,236.82 TOTAL FOR FUND: 6768 INS-WCI

00 | 0 Total Number Of Checks Printed: Number Of Void Checks Printed:

ANAHEIM UHSD
TUE, APR 20, 2010, 7:43 AM --req: KORR----leg: 64 ---loc: 64FISCAL--job: 10706916 #J421--prog: CK517 <1.01>--report id: CKRECSOC

FUND: 6769 INS - H&W						
Vendor Name	Vendor ID		Amount	Check Amt	CK #	
				*** CHECK GAP	***	
AMERICAN FIDELITY ASS V6408036	V6408036	5450	10,283.19	10,283.19	00086749	
GALLAGHER BENEFIT SER	SER V6408675	5812	11,000.00	11,000.00	00086750	
METLIFE	V6408692	5462	17,823.16	17,823.16	00086751	
MHN SERVICES	V6406987	5463	29,851.28	29,851.28	00086752	
PINNACLE CLAIMS MANAG V6409946	V6409946	5812	5,582.15	5,582.15	00086753	
			r	*** CHECK GAP	* * *	
PINNACLE CLAIMS MANAG V6409946	V6409946	5812	10,203.16	10,203.16	00086846	
			,	*** CHECK GAP	* *	
VISION SERVICE PLAN	V6404956	5464	39,603.78	39,603.78	00086903	
			r	*** CHECK GAP	* *	
ANTHEM BLUE CROSS	V6409810	5461	1,076,374.59	1,076,374.59	18698000	
AUHSD	V6400400	5891	1,255,640.69	1,255,640.69	88698000	
			r	*** CHECK GAP	* * *	
INFORMED RX INC	V6408830	5895	274,412.46	274,412.46	00087022	
			•	*** CHECK GAP ***	* * *	
PINNACLE CLAIMS MANAG V6409946	V6409946	5812	121,951.99	121,951.99	00087104	

TOTAL FOR FUND: 6769 INS - H&W 2,852,726.45

ANAHEIM UHSD
TUE, APR 20, 2010, 7:43 AM --req: KORR-----leg: 64 ---loc: 64FISCAL--job: 10706916 #J421--prog: CK517 <1.01>--report id: CKRECSOC

FUND: 6769 INS - H&W

CK #	
Check Amt	
	Object Total 10,283.19 1,076,374.59 17,823.16 29,603.78 39,603.78 1,255,640.69 274,412.46
Object	Dbject 5450 5461 5462 5464 5812 5891 5895
Vendor ID Object	00   00   00   00   00   00   00   00
Vendor Name	

TOTAL FOR FUND: 6769 INS - H&W 2,852,726.45

11 0 11 Total Number Of Checks Printed: Number Of Void Checks Printed:

Board of Trustees April 29, 2010

1. RATIFICATION: Cypress High School-Future Business Leaders of America/FBLA (4 students); Jay King, adviser; Sharon King, chaperone.

To: Irvine, California

Dates: April 15, 2010 - April 18, 2010

Purpose: To compete in FBLA State Leadership Conference Expenses: 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

2. Savanna High School-Mathematics, Engineering, Science Achievement/MESA (12 students); Clay Elliott, adviser; Ron Michelotti, Kelli Elliott, Spencer Elliott, Erika Kobayashi, chaperones.

To: Temecula, California

Dates: May 13, 2010 - May 16, 2010

Purpose: To compete in Solar Cup 2010 Boat Competition

Expenses: Outside Source (Metropolitan Water District): meals, accommodations

ASB/Club Fundraisers: 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

3. Magnolia High School-Future Business Leaders of America/FBLA (2 students); Esther Noh, adviser/chaperone.

To: Modesto, California

Dates: June 27, 2010 - June 30, 2010

Purpose: To compete in FBLA Section Officer Leadership Training Summit Expenses: Outside Source (CA FBLA): 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

4. Anaheim High School-Associated Student Body/ASB (48 students); Allen Carter, adviser; Doug Wager, Terry Dancer, chaperones.

To: San Diego, California

Dates: August 9, 2010 - August 11, 2010
Purpose: To attend AUHSD Leadership Retreat

Expenses: ASB/Club Fundraisers: registration, meals, transportation, accommodations

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 April 29, 2010

5. Magnolia High School-Associated Student Body/ASB (24 students); Lorena Dayton, adviser; Sarah Galasso, Daniel Dayton, chaperones.

To: Santa Barbara, California

Dates: August 11, 2010 - August 13, 2010

Purpose: To attend Orange County Leadership Conference

Expenses: ASB/Club Fundraisers: registration, transportation, accommodations

Parent/Student: registration, meals, 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 April 29, 2010

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# 1. Resignations/Retirements, effective as noted:

Burlison, Debra, Retirement, 6/17/10

Greenwood, Beth, Retirement, 6/17/10

#### 2. Leaves of Absence:

Dare, Denise, for child care, without pay and with health benefits, from 08/26/10 through the end of the working day on 11/30/10, and without pay and without health benefits, from 12/01/10 through the end of the working day on 06/16/11.

Freeman, Julie, for child care, without pay and without health benefits, from 08/26/10 through the end of the working day on 06/16/11.

Gray, Cristina, tragedy personal necessity leave, with pay and with health benefits, from 04/22/10 through the end of the working day on 05/14/10.

Guillen, Amalia, revise leave as follows: without pay and with health benefits, from 01/04/10 through the end of the working day on 06/17/10.

Kough, Kris, for military leave, with pay and with health benefits from 03/22/10, through the end of the working day on 03/24/10.

Muench-Casanova, Fabiana, for professional development, without pay and without health benefits, from 08/26/10 through the end of the working day on 06/16/11.

Perez-Hernandez, Veronica, revise leave as follows: without pay and with health benefits from 02/09/10, through the end of the working day on 03/28/10.

Rathgeb, Michael, tragedy personal necessity leave, with pay and with health benefits, on an intermittent basis, from 03/11/10 through the end of the working day on 06/17/10.

Taylor, Tracy, tragedy personal necessity leave, with pay and with health benefits, from 04/12/10 through the end of the working day on 06/16/10.

# 3. Employment:

A. <u>Additional Work Days</u>, for the 2010-11 school year, for the following curriculum specialists, with a \$4,000 stipend plus 15 additional days, at their per diem rate of pay. (EIA-LEP/Title II/Special Education Funds)

Chenlee, Janet	Special Education
Counts, Jackie	English
Quan, Laura	Physical Education
Petitt, Cynthia	English
Sesky, Jeannie	Reading

# **Human Resources Division, Certificated Personnel**

Board of Trustees April 29, 2010

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B. <u>Curriculum Specialists</u>, on an if and as needed basis, effective 7/1/10, through 6/30/11. (Title II Funds)

Bialowas, Charles, Mathematics - \$2,585/month, not to exceed \$31,020

Petrilla, Charles, Mathematics - \$2,585/month, not to exceed \$31,020

Reid, Donald, Science - \$2,585/month, not to exceed \$31,020

C. <u>ASB 2010 Summer Leadership Retreat Stipends</u>, to the following personnel who will be support for the Leadership Retreat in San Diego, CA, August 9, 2010, through August 11, 2010. (ASB Funds)

Chylinski, Paul, ASB Camp Director, one time stipend of \$2,000, includes employment related costs. (ASB Funds)

Vazquez-Diaz, Hilda, Assistant Director, one time stipend of \$500, includes employment related costs. (ASB Funds)

Stroud, Toni, Manager, one time stipend of \$500, includes employment related costs. (ASB Funds)

Dancer, Terry, Assistant Manager, one time stipend of \$250, includes employment related costs. (ASB Funds)

D. <u>Anaheim Adult Education Counselors</u>, on an if and as needed basis, at the established miscellaneous rate of pay, for the period July 1, 2010, through June 30, 2011.

Ballou, Cecily Pflug, April Welsh, Marianne

E. <u>Summer School Psychologists</u>, for the Bridges Program, to provide support and coordination of the summer school program for the 2010 summer session. Salary to be paid at the psychologist summer school hourly rate of \$44.42 for the following individuals for eight (8) hours per day for five (5) days:

Hopkins, Mark Morris, Kathlene

- F. <u>Autism Specialist/GASELPA</u>, add position to Administrators Salary Schedule at Salary Range 30, effective July 1, 2010.
- 4. Volunteer Employee Aides, with coverage by Workers' Compensation Insurance, effective as noted:

Botejue, Sonmatie (3/31/10) Garibaldi, Francisca (3/29/10)

# **Human Resources Division, Certificated Personnel**

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Gonzalez, Lorenzo (3/26/10)
Hillig, Bette (3/19/10)
Le, Jeffrey (3/19/10)
Miller, Debra (4/12/10)
Perez-Duarte, Martha (3/22/10)
Sanchez, Alexander (3/31/10)
Stone, Claudia (4/12/10)
Taylor-Rodriguez, Carmela (3/31/10)

# 5. Pay adjustments for the following military instructors for the JROTC/NJROTC program unless otherwise noted by military contract, effective as noted:

	<u>Salary</u>	<u>Effective</u>
Shaw, Walter	\$6,514.47	2/1/10
Toscano, Richard	\$5,919.67	2/1/10

# 6. Extra Service Specialists, employment effective as noted:

Classified:			
	Salary	<u>Term</u>	<b>Effective</b>
<u>Ball</u> Hernandez, Daniel Track/Softball, Asst. Rover	\$1,424	4th Quarter	4/12/10
<u>Cypress</u> Gayton, Monique Volleyball, Asst. Frosh/Soph	\$2,339	Season	3/19/10
Wong, Kirsten Badminton, JV/Varsity	\$1,383	Season	2/27/10
<u>Orangeview</u> Baughman, Steven Swimming, Intramurals	\$1,424	4th Quarter	4/12/10
Dutcher, Jennifer Swimming, Intramurals	\$1,424	4th Quarter	4/12/10
Oxford Prussa, Jessica Track, Asst. Frosh/Soph Girls/Boys	\$2,339	Spring	2/27/10

Board of Trustees April 29, 2010

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# 1. Retirements/resignations, effective as noted:

Medina, Elizabeth, Food Services Assistant I, Food Services, 3/16/10

Pisa-Jones, Michelle, Instructional Assistant-Severely Handicapped, Hope, 6/16/10

Rombeiro, Lorinda, Campus Safety Aide, Dale, 4/16/10

#### 2. Leave of Absences:

Henderson, Maria, for educational improvement, without pay and without health benefits, for half days, on an intermittent basis, from 03/02/10, through the end of the working day on 04/30/10.

Ramirez, Lisette, tragedy personal necessity leave, with pay and with health benefits, on an intermittent basis, from 04/02/10 through the end of the working day on 06/30/10.

3.	Employment, effective as noted:	Range/Step	<u>Effective</u>
	Rivero, Gerard Instructional Assistant, Bilingual (Spanish), Loara	41/01	4/12/10

# 4. Student Worker, \$8.00 hr.:

Barragan, Eric
Castillo, Jesus
Diaz, Felix
Erazo, Luis
Esparza, Ivan
Fox, Daniel
Gonzales, Matthew
Guevara, Areli
Millan, Miguel
Padilla, Jessica
Page, Cameron
Rosales, Mayra

# 5. WorkAbility Student, current minimum wage or stipend of \$256 effective as noted: (Workability Grant Funds)

	<u>Effective</u>
Bell, Corey	3/23/10
Bravo, Josephine	3/31/10
Campos, Jazmin	3/29/10
Cervantes, Abraham	4/12/10
Cervantes, Stephanie	3/25/10
Crisostomo, Julio	3/27/10
Diaz-Neufischer, Joshua	3/31/10
Gonzalez, Rodrigo	3/24/10
Guerra, Virginia	3/25/10
Lopez, Clarisa	3/24/10
Peterson, Andrew	3/27/10
Ramirez, Alexis	3/24/10
Rodriguez, Julie	3/22/10
Salgado, Janellie	3/26/10

# **Human Resources Division, Classified Personnel**

Board of Trustees April 29, 2010

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Taylor, Haley 3/30/10 Tudor, Wade 3/31/10

# **ANAHEIM UNION HIGH SCHOOL DISTRICT**

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

# BOARD OF TRUSTEES Minutes Thursday, March 11, 2010

#### 1. CALL TO ORDER-ROLL CALL

President Brian O'Neal called the regular meeting of the Anaheim Union High School District Board of Trustees to order at 2:30 p.m.

Present: Brian O'Neal, president; Jordan Brandman, clerk; Anna L. Piercy, assistant clerk; Katherine H. Smith and Thomas "Hoagy" Holguin, members; Joseph M. Farley, superintendent; Tim Holcomb, deputy superintendent; Fred Navarro, Dianne Poore, and Russell Lee-Sung, assistant superintendents.

# 2. ADOPTION OF AGENDA

Staff requested the following amendment to the agenda:

- Pull Closed Session Items 4.4 and 4.5
- Add Exhibit E, Second Interim Report
- Add Exhibit G, Sub Teacher Salary Schedule
- Replace Exhibit P, Certificated Personnel Report

On the motion of Mrs. Smith, duly seconded and unanimously carried, the Board of Trustees adopted the agenda as amended.

# 3. PUBLIC COMMENTS, CLOSED SESSION ITEMS

There were no requests to speak.

# 4. CLOSED SESSION

The Board of Trustees entered closed session at 2:36 p.m.

# 5. RECONVENE MEETING, PLEDGE OF ALLEGIANCE, AND MOMENT OF SILENCE

#### 5.1 Reconvene Meeting

The Board of Trustees reconvened into open session at 6:01 p.m.

### 5.2 Pledge of Allegiance and Moment of Silence

Board President Brian O'Neal led the Pledge of Allegiance to the Flag of the United States of America.

#### 6. INTRODUCTION OF GUESTS

Mr. O'Neal introduced Gerry Adams and Dan Clavel, AFSCME; Joanne Fawley, ASTA; Sharon Yager and Julie Payne, CSEA; and Patricia Montelongo, APGA.

# 7. **REPORTS**

#### 7.1 Closed Session

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

- 7.1.1 No action taken regarding real property.
- 7.1.2 No action taken regarding public employee performance evaluation, superintendent.
- 7.1.3 The Board of Trustees authorized the superintendent to further investigate early retirement incentives for certificated employees.
- 7.1.4 This item was pulled prior to the adoption of the agenda.
- 7.1.5 This item was pulled prior to the adoption of the agenda.
- 7.1.6 The Board of Trustees took formal action to approve the expulsion of the following students:
  - 1. 09-118 under Education Code 48900(c), 48915(c)(3)
  - 2. 09-120 under Education Code 48900(n), 48915(c)(4)
  - 3. 09-125 under Education Code 48900.4
  - 4. 09-127 under Education Code 48900(b), 48915(b)(1)
  - 09-129 under Education Code 48900(a)(1), 48900(k)
  - 6. 09-130 under Education Code 48900(a)(1), 48900(k)
  - 7. 09-131 under Education Code 48900(a)(1), 48900(k)
  - 8. 09-132 under Education Code 48900(c), 48900(k), 48900(a)(3)
  - 9. 09-133 under Education Code 48900(b), 48900(f)
  - 10. 09-134 under Education Code 48900(c)
  - 11. 09-135 under Education Code 48900(g), 48900(k)
  - 12. 09-136 under Education Code 48900(g), 48900(k)
  - 13. 09-137 under Education Code 48900(f), 48900(j)
  - 14. 09-138 under Education Code 48900(g)
  - 15. 09-139 under Education Code 48900(g), 48915(b)(1)
  - 16. 09-140 under Education Code 48900(r), 48900(k), 48900(o)
  - 17. 09-141 under Education Code 48900(c), 48900(k)
  - 18. 09-142 under Education Code 48900(g)
  - 19. 09-143 under Education Code 48900(a)(1), 48900(k)
  - 20. 09-144 under Education Code 48900(a)(1), 48900(k), 48915(b)(1)
  - 21. 09-145 under Education Code 48900(f), 48900(k)
  - 22. 09-146 under Education Code 48900(f), 48915(b)(1)
  - 23. 09-147 under Education Code 48900(c)
  - 24. 09-148 under Education Code 48900(c), 48915(a)(3)
  - 25. 09-149 under Education Code 48900(c)
  - 26. 09-150 under Education Code 48900(a)(1)
- 7.1.7 The Board of Trustees took formal action to approve the readmission of students 07-106, 08-95, 08-111, 08-153, 08-175, 08-178, 08-184, 08-191, 08-198, 08-202, 08-205, 08-207, 08-210, 08-214, 08-215, 08-220, 08-223, 08-225, 08-229, 08-230, 08-231, 08-239, 08-246, 08-252, 08-254, 08-259, 08-271, 08-272, 08-273, 08-274, 08-277, 08-278, 08-281, 08-285, 08-301, 08-309, 08-310, 08-312, 08-314, 08-317, 08-320, 08-326, 08-327, 08-328, 08-332, 08-333, 08-336, 08-339, 08-340, 08-341, 08-342, 08-343, 08-351, 08-354, 08-355, 08-356,08-359, 08-362, 08-364, 09-02, 09-14, 09-B, and 09-C.

#### 7.2 Principal's Report

There was no report at this time.

# 7.3 Reports of Associations

- 7.3.1 Gerry Adams, AFSCME president, discussed the union's position on furlough days and his concern of possible layoffs. He also discussed the status of AFSCME's vice-president.
- 7.3.2 Joanne Fawley, ASTA president, commented on the Reduction in Force notices that were given to teachers. She suggested that those feeling burdened by the crisis, should visit the schools and observe teachers supporting their students at performances, games, practices, and tournaments. Mrs. Fawley said it is an uplifting experience.
- 7.3.3 Sharon Yager, CSEA president, reported that Dr. Farley called a meeting for all union presidents to collaboratively discuss furlough days. She expressed concerns over negative comments made by other unions.
- 7.3.4 Patricia Montelongo, APGA co-president, shared that she appreciates the work the board is doing. She introduced Liliana Saldivar, Liliana Luna, and Kyle Hendrickson, Dale Junior High School counselors, who presented a synopsis of counseling events at the school.

# 7.4 Student Representative's Report to the Board of Trustees

Neda Arora, student representative to the Board of Trustees, reported on student activities throughout the district.

# 8. PUBLIC COMMENTS, OPEN SESSION ITEMS

- 8.1 Jeffery Markes expressed his support for the football coach at Cypress High School.
- 8.2 Jeanne Tsurata stated her support of the coaching staff at Cypress High School.
- 8.3 Alexxis Acosta voiced her support for the song and dance instructor at Cypress High School.
- 8.4 Donald Livingston spoke on behalf of the coaching staff at Savanna High School.
- 8.5 Russell Thurman noted his support for the coaching staff at Savanna High School.
- 8.6 Mahmoud Eisharkawy cited his support for the coaching staff at Savanna High School.
- 8.7 Beverly Rose reported her support for the coaching staff at Cypress High School.
- 8.8 Nadine Ramsay discussed changes in the Graphic Arts Department, as well as possible layoffs in the department.

President Brian O'Neal recessed the meeting at 6:50 p.m., and he reconvened the meeting at 6:52 p.m.

#### 9. ITEMS OF BUSINESS

# 9.1 Educational Consulting Agreement, Beth Nakao

On the motion of Mrs. Piercy, duly seconded and unanimously carried, the Board of Trustees approved the educational consulting agreement with Beth Nakao. Ms. Nakao will transcribe music into Braille for a student in the Chorus 1 class at Dale Junior High School. Services will be provided March 12, 2010, through June 30, 2010, at a cost not to exceed \$200. (Special Education Funds)

### 9.2 Agreement, Vavrinek, Trine, Day and Co., LLP

On the original motion by Mrs. Smith, duly seconded and unanimously carried, following discussion, the Board of Trustees voted not to ratify an agreement with Vavinek, Trine, Day and Co., LLP to perform a bond audit under Proposition 39, which was authorized in the November 2000 general election. (General Funds)

However, on the amended motion of Mr. Holguin, duly seconded and unanimously carried, following discussion, the Board of Trustees voted to ratify an agreement with Vavinek, Trine, Day and Co., LLP to perform a bond audit under Proposition 39, which was authorized in the November 2000 general election. The amended motion was to use facility funds, if legally possible to do so, rather than general funds. However, if that is not legal, general funds can then be used to pay for this agreement.

It allows school districts to incur bonded indebtedness based on a 55 percent vote, rather than the two-thirds vote previously required. Proposition 39 contains specific provisions that require: 1) the bond money only be used for construction, reconstruction, rehabilitation, or replacement of school facilities, 2) the specific projects that use bond funds must be identified, and 3) the district is required to have an annual independent performance and financial audit of the bond proceeds. Vavrinek, Trine, Day and Co., LLP is the district's current general financial auditor who has performed the district's bonds audit since 2003-04, and it provided the district with the most economical proposed rate for the 2008-09 bond audit. The audit report will be provided to the district at a cost not to exceed \$10,000. (Facilities Funds or General Funds)

# 9.3 <u>Resolution No. 2009/10-B-12, General Fund, and Resolution No. 2009/10-B-13, Various Funds, and 2009-10 Second Interim Report</u>

On the motion of Mr. Brandman and duly seconded, the Board of Trustees certified, in writing, whether or not the district is able to meet its financial obligations for the remainder of the fiscal year and based on current forecasts for two subsequent fiscal years. The certification shall be classified as positive, qualified, or negative, pursuant to the standards and criteria adopted by the State Board of Education, Education Code Section 33127.

In certifying the 2009-10 Second Interim Report as positive, the board understands its fiduciary responsibility to maintain fiscal solvency for the current and subsequent two fiscal years. Due to the depletion of one-time revenue in 2009-10 and a decrease in the Revenue Limit, the district will implement in 2010-11 approximately \$35.6 million and an additional \$15.5 million in 2011-12 in ongoing budget reductions to maintain the positive certification. It is further recognized that the district will submit a detailed list of board approved budget reductions for 2010-11 with the adopted budget for the 2010-11 fiscal year.

As part of the interim reporting process, budget adjustments were made to income, expenditures, and fund balances. Resolution No. 2009/10-B-12, General Fund, and

Resolution No. 2009/10-B-13, Various Funds, authorized budget adjustments per Education Code Sections 42602 and 42610.

The roll call vote follows.

Ayes: Trustees Smith, Holguin, Piercy, Brandman, and O'Neal

#### 9.4 **Notice of Completion**

Total Amount Paid

On the motion of Mrs. Piercy, duly seconded and unanimously carried, following discussion, the Board of Trustees accepted all work as complete and authorized the filing of the notice of completion with the office of the county recorder.

Bid #2010-09, Brookhurst Junior High School Painting (Deferred Maintenance Funds) Alpha Décor and Painting, Inc. Original Contract Contract Changes P.O. #D64A0248

\$77,000

-0-\$77,000

# 9.5 Agreement, Orange County Superintendent of Schools

On the motion of Mr. Brandman, duly seconded and unanimously carried, the Board of Trustees ratified the agreement to refer students to the Orange County Superintendent of Schools. The purpose of the agreement is to offer appropriate school programs to students who, because of reduced or eliminated school programs as a result of budgetary concerns, are in need of such services. Services are being provided September 1, 2009, through June 30, 2010, at no cost to the district. This agreement will be signed by the Orange County Superintendent of Schools following approval by the AUHSD Board of Trustees.

### 9.6 **Revised Policy**

On the motion of Mr. Holguin, duly seconded and unanimously carried, the Board of Trustees approved revised Board Policy 6306, Substitute Teacher Salary Schedule. The reduction in salary is one of the changes the district is recommending in response to the state-wide fiscal crisis.

# 9.7 **Revised Policy**

On the motion of Mr. Holguin, duly seconded and unanimously carried, following discussion, the Board of Trustees approved revised Board Policy 6307, Substitute Counselor Salary Schedule. The reduction in salary is one of the changes the district is recommending in response to the state-wide fiscal crisis.

# 9.8 New Policy

On the motion of Mr. Brandman, duly seconded and unanimously carried, the Board of Trustees approved new Board Policy 6308, Adult Education Substitute Teacher Hourly Rate. The reduction in salary is one of the changes the district is recommending in response to the state-wide fiscal crisis.

#### 9.9 Rejection of Liability Claim

On the motion of Mrs. Piercy, duly seconded and unanimously carried, the Board of Trustees rejected a liability claim that was filed on February 18, 2010, and it was identified as AUHSD

10-10 (Tort Claim #274). After review, staff determined that the claim was not a proper charge against the district. This is a personal injury claim.

# 10. CONSENT CALENDAR

On the motion of Mr. Brandman, duly seconded and unanimously carried, the Board of Trustees approved/ratified the following consent calendar.

# 10.1 <u>Agreement, North Orange County Community College District Tech Prep Local</u> Consortia

The Board of Trustees ratified Subcontractor Agreement #09-139-860 with the North Orange County Community College District (NOCCCD). This agreement is a Technology Preparation (Tech Prep) Partnership grant program, which provides \$15,300 in supplemental funding for Career Technical Education (CTE) articulation efforts with the NOCCCD post-secondary institutions of Cypress College and Fullerton College. The funds provide professional development, articulation training, and supplemental instructional materials for AUHSD CTE instructors. The funds also provide Tech Prep career events, for AUHSD CTE students, at Cypress College and Fullerton College. The NOCCCD will sign this agreement following approval by the AUHSD Board of Trustees. Services are being provided July 1, 2009, through June 30, 2010, at no cost to the district.

# 10.2 Educational Consulting Agreement Amendment, Language Network, Inc.

The Board of Trustees approved the educational consulting agreement amendment with Language Network, Inc. to amend the amended agreement amount, which was originally \$15,000, but increased to \$25,000, and approved at the May 14, 2009, board meeting. This item now increases it from \$25,000 to \$40,000. This increase is supported by categorical funds that are specifically for this type of assistance to students and their families. The increase in cost is due to the accelerated use of translation and interpretation support required by special education mandates. Spanish and Korean translation services, which are provided by district personnel, will not be supplanted by these consulting services and will be used only in serious emergency situations, when district personnel cannot provide such services. Similarly, Vietnamese oral interpretation/translation services will not be supplanted by these consulting services and will be used only in serious emergency situations, when district personnel cannot provide such services. The consulting service will be used for some written translation in Vietnamese because current district personnel are unable to provide such services. The two-year maximum amount of \$25,000 is exhausted. In order to continue to provide the anticipated and upcoming translation services, consistent with the explanation detailed here, a \$15,000 increase to the amended \$25,000 agreement amount was requested, with a maximum amount not to exceed \$40,000, through July 31, 2010. This information has been discussed with the collective bargaining representatives of the district translators, and they understand the need for such translation services. (EIA/LEP Funds)

# 10.3 Educational Consulting Agreement, OC Human Relations

The Board of Trustees approved the educational consulting agreement with OC Human Relations. The OC Human Relations' Parent Leadership Institute is designed to promote the development of language-minority parent leaders and to enhance their involvement in their children's education. The program includes six seminars for Sycamore Junior High School parents. Topics include: how parents can make the best use of school and community resources; how parents can participate in the school's decision-making process; and, how parents can sustain and advocate for safe, inclusive, and equitable school climates that respect diversity. Modules are tailored to the specific needs of the school and link parents to

community resources, which can aid families in the support of their children's success. Services will be provided March 22, 2010, through July 31, 2010, at a cost not to exceed \$3,000. (Title I Funds)

# 10.4 Change to the Mathematics Course Sequence and Graduation Requirements

The Board of Trustees approved the recommended change to the Anaheim Union High School District Mathematics Course Sequence and graduation requirements. The University of California (UC) Regents "a-g" course guidelines list subject-specific requirements for students desiring to achieve academic eligibility to the UC system and to the California State University (CSU) system. The UC "a-g" requirements allow school districts to count a student's eighth grade Algebra 1 Honors (HP) or college preparatory (P) course as one of the three required years of math for admission to the UC and CSU systems. The purpose of this proposal was to align our math, Sequence II graduation requirement, to the UC system's "a-g" requirements.

On the exhibit, a student in Sequence II is required to enroll in one of three courses (Pre-Calculus, Trigonometry/Analytic Geometry, or Finite math) to fulfill their graduation requirement. Under this adjustment, a student in Sequence II will have their eighth grade Algebra 1 HP/P course count towards satisfying one of the three years of the district's graduation requirement, just as the course satisfies one year of the UC "a-g" math requirement. As a result, students in Sequence II will have the opportunity to access an additional elective course as juniors instead of being required to enroll in an additional advanced math course. This change provides additional schedule flexibility for students who have already met the entry level mathematics requirement to the UC and CSU systems.

# 10.5 Consulting Agreement, Gallagher Benefit Services, Inc.

The Board of Trustees ratified the consulting agreement with Gallagher Benefit Services, Inc., to provide employee benefits management consulting services for the district's health benefit plans. Gallagher Benefit Services, Inc., has served as the district's consultant for health benefits since March 14, 2006. This agreement renewed consulting services, effective March 1, 2010, through February 28, 2011, at an annual cost not to exceed \$132,000. (Health and Welfare Funds)

# 10.6 **Donations**

The Board of Trustees accepted the donations as listed.

<u>Location</u>	Donated by	<u>Item</u>
Magnolia	Sam Chinarian	Executive Desk
Walker	Sylvia C. Smith	\$500
	Raytheon	\$25
	El Torito Restaurant	\$316.87

# 10.7 Disposal of Surplus Miscellaneous Furniture and Equipment

The Board of Trustees approved the list of district furniture and equipment as surplus, salvage, old, and/or obsolete property and authorized proper disposal through the auction process to the highest bidder.

# 10.8 Certificated Personnel Report

The Board of Trustees approved/ratified the certificated personnel report as submitted.

#### 10.9 Classified Personnel Report

The Board of Trustees approved/ratified the classified personnel report as submitted.

# 10.10 Field Trip Report

The Board of Trustees approved/ratified the field trip report as submitted.

# 10.11 Purchase Order Detail Report

The Board of Trustees ratified the purchase order detail report, February 2, 2010, through March 1, 2010.

# 10.12 Check Register/Warrants Report

The Board of Trustees ratified the check register/warrants report, February 2, 2010, through March 1, 2010.

# 10.13 **Board of Trustees' Meeting Minutes**

The Board of Trustees approved the minutes as submitted.

- 10.13.1 February 4, 2010, Special Board Meeting
- 10.13.2 February 11, 2010, Regular Board Meeting

### 11. SUPPLEMENTAL INFORMATION

- 11.1 Minutes of Department Meetings
- 11.2 Associated Student Body Fund, September 2009
- 11.3 Enrollment, Month 5

#### 12. SUPERINTENDENT AND STAFF REPORT

There was no report at this time.

# 13. BOARD OF TRUSTEES' REPORT

Mrs. Smith reported her attendance at the ROTC breakfast.

Mr. Holguin expressed concerns over the missing skylights on a building at Anaheim High School.

Mrs. Piercy commented on her attendance at the GASELPA board meeting, the Arts Alliance meeting, and the Anaheim Sister Cities' Commission meeting.

Mr. Brandman noted his attendance at the Public Awareness Education march, the ROP meeting, the Cypress Americana Awards dinner, the Mack and Mabel performance at Cook Auditorium, the Anaheim Prep/Sports Activities Foundation board meeting, as well as a visit to Cypress High School.

Mr. O'Neal stated he attended the ROTC breakfast, the district honor band performance, Arts Alliance meeting, the Cypress Americana Awards dinner, the Savanna High School recognition night, the Cypress College grand opening of the humanities building, the Budget Committee meeting, and the Public Awareness Education march.

# 14. ADVANCE PLANNING

#### 14.1 Future Meeting Dates

The next regular meeting of the Board of Trustees will be held on Thursday, April 1, 2010, at 6:00 p.m.

Thursday, April 29	Thursday, August 19
Thursday, May 13	Thursday, September 2
Thursday, June 3	Thursday, September 23
Thursday, June 24	Thursday, October 14
Thursday, July 15	Thursday, November 4
Thursday, August 5	Thursday, December 9

# 14.2 Suggested Agenda Items

Mr. Holguin suggested we bring forward the contracts for the assistant superintendents.

# 15. ADJOURNMENT

On the motion of Mrs. Piercy, duly seconded and unanimously carried, the Board of Trustees adjourned the meeting at 7:19 p.m.

Approved_		
-	Clerk, Board of Trustees	

#### **ANAHEIM UNION HIGH SCHOOL DISTRICT**

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

# BOARD OF TRUSTEES Minutes Thursday, April 1, 2010

# CALL TO ORDER-ROLL CALL

President Brian O'Neal called the regular meeting of the Anaheim Union High School District Board of Trustees to order at 1:35 p.m.

Present: Brian O'Neal, president; Jordan Brandman, clerk; Anna L. Piercy, assistant clerk; and Thomas "Hoagy" Holguin, member; Joseph M. Farley, superintendent; Tim Holcomb, deputy superintendent; Fred Navarro, Dianne Poore, and Russell Lee-Sung, assistant superintendents.

Absent: Katherine H. Smith, member.

#### 2. ADOPTION OF AGENDA

Staff requested the following amendments to the agenda:

Item 10.3, strike out paragraph 4 as it is a duplicate of paragraph 2, and at the end of the fifth paragraph, change the year from 1010 to 2010.

On the motion of Mr. Holguin, duly seconded and unanimously carried by those present, the Board of Trustees adopted the agenda as amended.

# 3. PUBLIC COMMENTS, CLOSED SESSION ITEMS

There were no requests to speak.

#### 4. CLOSED SESSION

The Board of Trustees entered closed session at 1:37 p.m.

# 5. RECONVENE MEETING, PLEDGE OF ALLEGIANCE, AND MOMENT OF SILENCE

#### 5.1 Reconvene Meeting

The Board of Trustees reconvened into open session at 6:01 p.m.

#### 5.2 Pledge of Allegiance and Moment of Silence

Daphne Hammer, Walker Junior High School principal, led the Pledge of Allegiance to the Flag of the United States of America and the moment of silence, which was dedicated to the memory of Jaime Escalante, math teacher at Garfield High School.

# 6. INTRODUCTION OF GUESTS

Mr. O'Neal introduced Gerry Adams and Dan Clavel, AFSCME; Joanne Fawley, ASTA; Sharon Yager CSEA; Lisa Rockwell and Patricia Montelongo, APGA.

#### 7. REPORTS

#### 7.1 Closed Session

The clerk of the Board of Trustees reported the following actions taken during closed session.

- 7.1.1 No action taken regarding public employee performance evaluation, superintendent.
- 7.1.2 No action taken regarding employment contracts with the deputy superintendent, assistant superintendents, and district counsel.
- 7.1.3 No action taken regarding negotiations.
- 7.1.4 No action taken regarding existing litigation, case LASC No. BC361068, JCCP No. 4522.
- 7.1.5 No action taken regarding existing litigation, case OCSC No. 30-2009-0012591-CU-BC-CJC.
- 7.1.6 No action taken regarding potential litigation (1 case).
- 7.1.7 The Board of Trustees took formal action to approve the expulsion of the following students:
  - 1. 09-151 under Education Code 48900(c)
  - 2. 09-153 under Education Code 48900(c), 48900(f), 48900(g)
  - 3. 09-154 under Education Code 48900(c), 48900(k)
  - 4. 09-155 under Education Code 48900(g), 48915(b)(1)
  - 5. 09-156 under Education Code 48900(b), 48915(a)(2)
  - 6. 09-157 under Education Code 48900(a)(1), 48915(b)(1)
  - 7. 09-158 under Education Code 48900(c), 48915(c)(3)
  - 8. 09-160 under Education Code 48900(c), 48915(a)(3)
  - 9. 09-162 under Education Code 48900(a)(1), 48900(k), 48915(b)(1)
  - 10. 09-163 under Education Code 48900(b), 48915(a)(2), 48915(a)(3)
  - 11. 09-166 under Education Code 48900(a)(1), 48900(c), 48915(b)(1)
  - 12. 09-167 under Education Code 48900(a)(1), 48900(b)
  - 13. 09-168 under Education Code 48900(b), 48900.2
  - 14. 09-171 under Education Code 48900(k), 48915(b)(1)
  - 15. 09-172 under Education Code 48900.4, 48900(g), 48900(l), 48915(b)(1)
- 7.1.8 The Board of Trustees took formal action to approve the readmission of students 08-200, 08-221, 08-358, and 09-03.
- 7.1.9 The Board of Trustees took formal action to deny the appeal of student A-2010-02.

#### 7.2 **Principal's Report**

Ms. Hammer presented a report on Walker Junior High School, which included information on the Renaissance Fair, the Willy Walker Grade Factory, and the progress and goals of the Lesson Design Specialist.

#### 7.3 Reports of Associations

- 7.3.1 Joanne Fawley, ASTA president, commented on the seriousness of student achievement. She stated that teachers exist to see students achieve. She concluded by stating that teachers have an emotional commitment to student achievement.
- 7.3.2 Lisa Rockwell, APGA co-president, said counselors met for an in-service to discuss the College Board and how to prepare students for college. She also reported on various counseling activities throughout the district.

#### 7.4 Student Representative's Report

Neda Arora, student representative to the Board of Trustees, reported on student activities throughout the district.

#### 8. PUBLIC COMMENTS, OPEN SESSION ITEMS

- 8.1 David LaMont, custodian at Savanna High School, commented on a request made for a list of written job duties. He presented a list of custodial duties to the board.
- 8.2 Daniel Clavel commented on his administrative leave and requested that the board look into the administrative leave process.

#### 9. ITEMS OF BUSINESS

#### 9.1 Resolution 2009/10-B-14, PARS Supplemental Retirement Plan

On the motion of Mr. Brandman and duly seconded, following a lengthy discussion, the Board of Trustees adopted Resolution No. 2009/10-B-14, which provides a retirement incentive offer to eligible certificated employees who wish to voluntarily exercise their option to separate from district service. This plan is being made available through Public Agency Retirement Services (PARS) and is a supplementary retirement plan, a retirement incentive program supplementing STRS. The plan will be effective April 1, 2010, through August 1, 2015.

There are a variety of requirements and benchmarks that must be met for the district to ultimately participate in the program, all of which will be fully explained to interested parties in pre-retirement seminars and presentations. If a level of program participation, acceptable to the district, has not been reached as of the enrollment deadline, the district may withdraw the incentive before May 21, 2010.

The roll call vote follows.

Ayes: Trustees Holguin, Piercy, Brandman, and O'Neal

Absent: Trustee Smith

# 9.2 <u>Agreement for Administrative Services for the PARS Supplementary Retirement Plan</u>

On the motion of Mr. Holguin, duly seconded and unanimously carried by those present, following discussion, the Board of Trustees approved the agreement for the PARS Supplementary Retirement Plan. Participation in a retirement incentive plan for eligible certificated employees requires a formal agreement for administrative services with the firm that was selected to oversee the program. The firm, Public Agency Retirement Services

(PARS) was selected as the administrator after a comparison with another company. This program is intended to save district funds. (General Funds)

#### 9.3 <u>Resolution 2009/10-HR-05, Concerning the Reinstatement of Classified Positions</u> from the 2009-10 Reduction in Force

On the motion of Mr. Brandman and duly seconded, the Board of Trustees adopted Resolution No. 2009/10-HR-05, Reinstatement of Classified Positions from the 2009-10 Reduction in Force. On December 10, 2009, the Board of Trustees took action to reduce particular kinds of services provided by classified employees. This action was necessitated by the state-wide budget crisis and significant reductions in district revenues. District staff carried out the board's decision by using a selection process that involved seniority, in accordance with the requirements of the Education Code.

The resolution reinstates ten classified positions from the 2009-10 Reduction in Force. The reinstatement of these specific Food Service Assistant I, Food Service Assistant III, and Food Service Assistant III-Bilingual positions is due to the confirmation of the multi-track school sites and the multi-track school calendar of the Anaheim City School District. The reinstatement process will be in accordance with the requirements of the Education Code. These positions will be funded from Food Services funds and will be offered to employees by seniority.

The roll call vote follows.

Ayes: Trustees Holguin, Piercy, Brandman, and O'Neal

Absent: Trustee Smith

#### 9.4 Resolution No. 2009/10-HR-06, Economic Uncertainty

On the motion of Mr. Holguin and duly seconded, the Board of Trustees adopted Resolution No. 2009/10-HR-06, Economic Uncertainty, due to the anticipated adverse financial conditions of the state and the impact on the district budget. The resolution states that the district reserves the right to negotiate with the collective bargaining employee units, a reduction in salary and/or furloughs that correspond to a reduction in salary for the 2010-11 year.

The roll call vote follows.

Ayes: Trustees Holguin, Piercy, Brandman, and O'Neal

Absent: Trustee Smith

#### 9.5 Waiver Application, Local Educational Agency Title I, Part A

On the motion of Mrs. Piercy, duly seconded and unanimously carried by those present, the Board of Trustees approved the Local Educational Agency, Title I, Part A, Waiver Application. The district, in accordance with California Department of Education (CDE) guidelines, is submitting an application to waive eight federal program requirements. The most significant of these waivers allows for additional flexibility in the use of American Recovery and Reinvestment Act (ARRA) Title I, and Title I, Part A, funding, and eliminate the 15 percent carryover restriction on Title I, Part A, funding, from 2009-10 to 2010-11. This allows the district to continue to fund portions of the Lesson Design Specialist project and provide Title I programs at Savanna and Western High Schools. (ARRA Title I, and Title I, Part A, Funds)

#### 9.6 Application, Universal Grant, After School Education and Safety (ASES) Program

On the motion of Mrs. Piercy, duly seconded and unanimously carried by those present, following discussion, the Board of Trustees approved the After School Education and Safety (ASES) Program Universal Grant application, submitted by the district, on behalf of Lexington Junior High School and the Boys and Girls Club of Cypress. The stated program objectives for ASES are to "merge school reform strategies with community resources in efforts to improve assistance to students and to broaden the base of support for education in the critical hours after school." The grant is designed to provide tutoring in literacy development, academic enrichment, counseling services, and physical fitness activities for students, after school, in a safe and constructive environment. The amount requested for this grant is \$151,200.

#### 9.7 Public Hearing, Disclosure of Request for Waiver, QEIA

On the motion of Mr. Holguin, duly seconded and unanimously carried by those present, the Board of Trustees opened a public hearing for a request for a waiver to California Education Code Section 52055.740 (C)(i), to increase the ninth grade Quality Education Investment Act (QEIA) pupil to teacher targets from 21:1 to 23:1 at Anaheim High School, at 6:49 p.m.

There were no requests to speak.

On the motion of Mr. Holguin, duly seconded and unanimously carried by those present, the Board of Trustees closed the public hearing, at 6:49 p.m.

#### 9.8 <u>Waiver Request, Quality Education Investment Act (QEIA) Class Size Reduction</u> for Anaheim High School

On the motion of Mr. Holguin, duly seconded and unanimously carried by those present, the Board of Trustees approved the QEIA class size reduction waiver request for Anaheim High School. The Anaheim High School QEIA ninth grade class size reduction target for August 30, 2010, through June 30, 2014, is 21:1 for all core content areas: English language arts, reading, mathematics, science, and history/social science. The district would like to submit a waiver request to the State Board of Education to increase the targets from 21:1 to 23:1. Anaheim High School may not be able to meet the 21:1 target through June 30, 2014, because California budget reductions and funding flexibilities reduced supplementary funds that were being used to facilitate the class size reduction target. Specifically, the Morgan Hart ninth grade class size reduction program was in place when the ninth grade QEIA target was established, and it is no longer available. (QEIA Funds)

#### 9.9 Settlement Agreement and General Release, Harbor Construction Company, Inc.

On the motion of Mrs. Piercy, duly seconded and unanimously carried by those present, the Board of Trustees approved a settlement agreement and general release with Harbor Construction Company, Inc., which was contracted to perform work in conjunction with the Katella High School Modernization. Upon completion of the contract, a dispute arose with Harbor Construction Company, Inc. over the terms and conditions of the contract. Subsequently, Harbor Construction Company, Inc. filed a claim with the district. The district and Harbor Construction Company, Inc. now desire to settle all disputes. (Facilities Funds)

#### 9.10 Rejection of Liability Claim

On the motion of Mrs. Piercy, duly seconded and unanimously carried by those present, the Board of Trustees rejected a liability claim that was filed on March 9, 2010, and was

identified as AUHSD 10-01 (Tort Claim #301). After review, staff determined that the claim was not a proper charge against the district. This is a personal injury claim.

#### 9.11 School Sponsored Student Organization

On the motion of Mrs. Piercy, duly seconded and unanimously carried by those present, the Board of Trustees approved the school sponsored student organization as listed.

Magnolia High School, Club Kid

Neda Aurora, in a preferential vote, expressed her support for the student organization.

#### 9.12 New Job Description, Director, Child Welfare and Attendance

On the motion of Mr. Brandman, duly seconded and unanimously carried by those present, the Board of Trustees reviewed and approved the new job description, Director, Child Welfare and Attendance. This description replaces the current job description for Program Administrator, Safe Schools, and more clearly defines the specific duties and essential functions of this role.

#### 9.13 Public Hearing, Disclosure of Collective Bargaining Agreement with CSEA

On the motion of Mr. Holguin, duly seconded and unanimously carried by those present, the Board of Trustees opened a public hearing on the collective bargaining agreement with the California School Employees Association for the 2010-11 year, in accordance with AB 1200 (Statues of 1991, G.C. 3547.3, Chapter 1213), at 6:51 p.m.

There were no requests to speak.

On the motion of Mrs. Piercy, duly seconded and unanimously carried by those present, the Board of Trustees closed the public hearing, at 6:51 p.m.

#### 9.14 Adoption of the 2010-11 Collective Bargaining Agreement with CSEA

On the motion of Mrs. Piercy, duly seconded and unanimously carried by those present, the Board of Trustees adopted the 2010-11 collective bargaining agreement with the California School Employees Association.

#### 9.15 Initial Contract Proposal, AUHSD to AFSCME

In accordance with Board Policy 6500.01, the Anaheim Union High School District's initial contract proposal to the American Federation of State, County and Municipal Employees for 2010-11 was presented, in writing, to the Board of Trustees.

#### 9.16 Public Hearing, Initial Contract Proposal, AUHSD to AFSCME

On the motion of Mr. Holguin, duly seconded and unanimously carried by those present, the Board of Trustees opened a public hearing on the Anaheim Union High School District's initial contract proposal to the American Federation of State, County and Municipal Employees for the 2010-11 year, at 6:52 p.m.

There were no requests to speak.

On the motion of Mr. Holguin, duly seconded and unanimously carried by those present, the Board of Trustees closed the public hearing, at 6:52 p.m.

#### 10. CONSENT CALENDAR

On the motion of Mr. Brandman, duly seconded and unanimously carried by those present, the Board of Trustees approved/ratified the following consent calendar.

#### 10.1 Educational Consulting Agreement Amendments

#### 10.1.1 University of California, Irvine, Irvine Math Project

The Board of Trustees approved the educational consulting agreement amendment with the University of California, Irvine (UCI), Irvine Math Project. Staff development currently being provided will be expanded to include Sycamore and Walker Junior High School math teachers. This will assist them in addressing the needs of seventh grade students who require intensive math instruction in pre-algebra. UCI will also work with a district-wide committee of eighth grade algebra teachers to develop a curriculum guide designed to better meet the needs of students who struggle with the current basic algebra curriculum. This new curriculum guide will be put in place for 2010-11, and it will also include quarterly common assessments used to measure the level of students' mastery of essential algebra standards. The original agreement for \$9,680 was approved on August 27, 2009. In order to continue to provide additional services, a \$5,000 increase to the original agreement amount was approved, with a maximum amount not to exceed \$14,680, through June 30, 2010. (Title I Funds)

#### 10.1.2 Sylvan Learning Center (Learning Partners, Inc.)

The Board of Trustees approved the educational consulting agreement amendment with Sylvan Learning Center (Learning Partners, Inc.), a Supplemental Educational Services (SES) provider. The services are a requirement of the of the No Child Left Behind Act (NCLB) of 2001, for schools in years two through five of Program Improvement (PI). Ball, Brookhurst, Dale, Orangeview, South, and Sycamore Junior High Schools are offering the supplemental tutoring services to low-income students. An increase in the original amount for Sylvan Learning Center is requested as a result of increased parent demand. Services are being provided November 2, 2009, through May 15, 2010. The original amount approved on October 15, 2009, was not to exceed \$15,000. The amended amount is at a cost not to exceed \$50,000. (Title I Funds)

# 10.2 <u>Agreement Amendments, The Regents of the University of California MESA Schools Program (MSP)</u>

The Board of Trustees approved the amendment to Agreement No. 06-MSP-14, which will now be Agreement No. 06-MSP-20 and approved the amendment to Agreement No. 06-MSP-20 with The Regents of the University of California MESA Schools Program (MSP). This amendment is required to reduce the funding level of the agreement by \$15,000. The reduction in funds is required because "MESA Day" will not be hosted by the Orange County MESA program, which is currently housed in the AUHSD. These funds are to be transferred to another MESA program that will host the "MESA Day" event. The reduction in funds will not affect the MESA program and will not have a negative impact on the district's budget.

#### 10.3 Sole Source Justification, TeleParent Educational Systems, LLC

The Board of Trustees approved the consulting agreement with Jack Plicet to analyze our school-to-home communication needs, and develop a sole source justification document for TeleParent Educational Systems, LLC.

The contract total with TeleParent Educational Systems, LLC will be approximately \$86,546 for three years, which is over the bid limit (PCC 20111). A sole source justification is needed when only one source is available and the estimated value of the purchase exceeds the bid limit.

The TeleParent Educational Systems, LLC TeleParent System facilitates attendance calling, emergency broadcasting, and community outreach from the classroom to the administrative office. The purpose of the system is to communicate student information to parents and guardians and to communicate pertinent school information to the community. TeleParent uses human-translated scripts in 23 languages to facilitate multilingual, one-way communications from teachers and administrators to the community.

TeleParent Educational Systems, LLC has a one-of-a-kind system and should be considered a sole source vendor. Sole sourcing a vendor will require an opinion from an independent consultant with expertise regarding the product, or service, required by a district. The opinion should be obtained from an impartial third party prior to an award of any contract. Jack Plicet has performed this service for several school districts in Orange County, including Garden Grove Unified School District. He will analyze our school-to-home communication needs and develop a sole source justification document. This document will then be brought to the Board of Trustees for approval. Services will be provided April 2, 2010, through June 2, 2010, at a cost not to exceed \$2,100.

If the board subsequently approves the sole source justification document, then the purchasing department will precede with the purchase of the TeleParent Educational Systems, LLC, TeleParent System, for school-to-home communication. (Title I Funds)

#### 10.4 Award of Bid, for Financial Auditing Services

The Board of Trustees approved the award of bid for auditing services to Vavrinek, Trine, Day & Company, LLP to provide financial auditing services to the district commencing April 2010, at a cost not to exceed \$45,000 per year. California school districts are required to have an annual financial and compliance audit, per Education Code Sections 14500 et al., and 41020. Financial and compliance audits are performed in accordance with generally accepted audit standards issued by the Comptroller General of the United States and Standards and Procedures for Audits of California K-12 Local Education Agencies issued by the California Education Audit Appeals Panel. The auditor audits the financial statements, categorical programs, and various financial procedures in order to express an opinion on the financial statements and position of the district. A competitive request for proposal was used by district staff to determine the contractor best qualified to provide auditing services. (General Funds)

#### 10.5 Agreement, Stutz Artiano Shinoff and Holtz, A.P.C.

The Board of Trustees approved an increase in the retainer agreement with Stutz Artiano Shinoff and Holtz, A.P.C., consultant for legal services, by \$200,000, for a total cost not to exceed \$350,000. The original agreement, which was included as the exhibit, was approved on June 25, 2009, for the 2009-10 year in the amount of \$150,000. This increase was necessitated by unexpected legal assistance including layoff matters. (General Funds)

#### 10.6 Meal Agreement Addendum, TWLC Foundation

The Board of Trustees approved the meal agreement addendum, with inter-agencies each year, in order to continue providing meals to the Tiger Woods Learning Center (TWLC) Foundation. This agreement generates income from the meals served. The price charged for lunch will increase from \$2.50 to \$2.75. Services will be provided April 1, 2010, through June 30, 2011.

# 10.7 <u>Declaring Certain Furniture and Equipment as Unusable, Obsolete, and/or Out-of-Date, and Ready for Sale, or Destruction</u>

The Board of Trustees approved the list of district furniture and equipment as unusable, obsolete, and/or out-of-date, and ready for sale, or destruction and authorized proper disposal through the auction process to the highest bidder.

# 10.8 <u>Declaring Certain Textbooks and Instructional Materials as Unusable, Obsolete and/or Out-of-Date, Damaged, and Ready for Sale, or Destruction</u>

The Board of Trustees approved the list of district textbooks and instructional materials as unusable, obsolete and/or out-of-date, damaged, and ready for sale, or destruction, and authorized staff to dispose of the textbooks and instructional materials in accordance with Education Code Section 60510.

#### 10.9 Individual Service Contracts

The Board of Trustees approved/ratified the individual service contracts as submitted. (Special Education Funds)

#### 10.10 Certificated Personnel Report

The Board of Trustees approved/ratified the certificated personnel report as submitted.

#### 10.11 Classified Personnel Report

The Board of Trustees approved/ratified the classified personnel report as submitted.

#### 10.12 Field Trip Report

The Board of Trustees approved/ratified the field trip report as submitted.

#### 10.13 Purchase Order Detail Report

The Board of Trustees ratified the purchase order detail report, March 2, 2010, through March 22, 2010.

#### 10.14 Check Register/Warrants Report

The Board of Trustees ratified the check register/warrants report March 2, 2010, through March 22, 2010.

#### 10.15 **Donations**

The Board of Trustees accepted the donations as listed.

Donated by **Item** Location \$40 Anaheim Wells Fargo on behalf of Carolina Lozano \$150 Perla Capital Group Floor pedestals for art contests District Office Susan Stocks \$1,000 Wells Fargo on behalf of Lexington Larry Garcia

#### 10.16 **Board of Trustees' Meeting Minutes**

The Board of Trustees approved the minutes as submitted.

March 3, 2010, Special Meeting

#### 11. SUPPLEMENTAL INFORMATION

- 11.1 Minutes of Department Meetings
- 11.2 Associated Student Body Fund, October 2009 and November 2009
- 11.3 Enrollment, Month 6

#### 12. SUPERINTENDENT AND STAFF REPORT

There was no report at this time.

#### 13. BOARD OF TRUSTEES' REPORT

Mr. Holguin discussed his attendance at Tom Danley's retirement party.

Mrs. Piercy commented that she attended the Daniel Pink lecture, the Insurance Committee meeting, the SELPA meeting, the Brookhurst Junior High School cross-country track meet, and the Anaheim Sister Cities' meeting.

Mr. Brandman said he substituted in classes at Anaheim High School, he attended the OCDE ceremony honoring the Anaheim Prep/Sports Activities Foundation, the Budget Committee meeting, the Boys and Girls Club Annual Gala, Tom Danley's retirement party, and the ROP meeting.

Mr. O'Neal stated he attended Tom Danley's retirement party, Dale Junior High School Open House, the Budget Committee meeting, Anaheim Sister Cities' meeting, and the Anaheim Sister Cities' Executive Board meeting.

#### 14. ADVANCE PLANNING

#### 14.1 Future Meeting Dates

The next regular meeting of the Board of Trustees will be held on Thursday, April 29, 2010, at 6:00 p.m.

Thursday, May 13	Thursday, September 2
Thursday, June 3	Thursday, September 23
Thursday, June 24	Thursday, October 14
Thursday, July 15	Thursday, November 4
Thursday, August 5	Thursday, December 9
Thursday, August 19	

#### 14.2 **Suggested Agenda Items**

Mr. Holguin requested an update on employee surveys.

#### 15. ADJOURNMENT

On the motion of Mrs. Piercy, duly seconded and unanimously carried by those present, the Board of Trustees adjourned the meeting at 7:03~p.m.

Approved_		_
• •	Clerk, Board of Trustees	

# DEPARTMENTAL CHAIRPERSON MEETING INSTRUMENTAL MUSIC 04/13/10 MINUTES

#### 1.0 Festival Recap

Josh Parsons reviewed the event – things ran smoothly. Student workers were very helpful and professional. Directors and students appreciated the food available. Directors were reminded to ask students to remain quiet in the foyer area.

#### 2.0 High School Honor Band

The high school directors agreed that the event went well. The guest conductor - Dr. Tony Massafarro from Fullerton College - was very complimentary of our students and their musical preparation. Anthony Parnther has agreed to be the Guest conductor next year. Next year, we might want to consider putting together a dvd of the performance. At the request of the other directors, next year, Josh Parsons will handle all managerial aspects of the concert.

#### 3.0 Jr. High Honor Band

We still need help with auditions for Saturday, April 17, 10 – 1PM auditions. Several high school directors stepped up. The following measures of "The Cowboys" should be played for audition:

Flute, Oboe, m. 20 - m.30, m. 47 - 54

Clarinets, pickups to m. 20 - m.30, m. 35 - 43

Alto Sax, m. 35 - 43, m. 78 - end

Trumpet, pickups to m. 20 - m.30, m. 47 - 54

French Horn, pickups to m. 20 - m.30, m. 35 - 43

Low Brass & Low Woodwinds, m.69 - end

Percussion, m.69 - end

Mallets, pickups to m. 20 - m.30

Audition evaluation forms have been emailed to directors to use with any students worthy of an audition who could not attend. Jr. High directors will meet at Chili's (Buena Park) at 4:30 on April 23 to discuss results and seat the band.

#### 5.0 Calendar Requests

The following event dates and facilities were requested for the 2010-2011 school year (note: most events hosted at individual schools other than Anaheim/Cook Auditorium and Kennedy/Performing Arts Center are not listed):

- 5.1 Field Tournaments:
- 5.2 Kennedy Field Tournament 10/9 @ Glover Loara Field Tournament – 10/30 @ Glover Savanna Field Tournament – 11/20 @ Glover
- 5.3 Winter Concerts:

Anaheim -12/14, 12/15 @ Cook

Loara - 12/16 @ Cook

Oxford - 12/1 - 12/4 @ KPAC

Kennedy - 12/15 PM @ KPAC, 12/16 AM @ KPAC

Cypress - 12/14 @ KPAC

Savanna Concert - 12/13 @ KPAC

Magnolia Concert - 12/8 @ KPAC

Western - ?

Kennedy - Hosting Japanese Green Band - 12/29/10 @ KPAC

#### 5.4 HS Honor Band -

Auditions 3 – 6PM 1/18/11 @ Kennedy (music bldg)
Rehearsals 6 – 9PM on 2/01, 2/03, @ Savanna, 2/8, 2/10 @ KPAC
Concert – 2/11/11 7PM @ KPAC

#### 5.4 Jr. High Solo & Ensemble Festival – 1/22/11 @ Dale

#### 5.5 Spring Concerts:

Pops Concert 2/16/11 @ KPAC Loara/Ball - 3/10 @ Cook Anaheim/Sycamore - 3/16 @ Cook Kennedy/Walker - 3/16 @ KPAC Lexington - 3/17 @ KPAC Oxford - 3/12 @ KPAC Cypress - 3/10 @ KPAC Oxford - 4/23 @ KPAC

- 5.6 District Festival 3/23 3/25 @ KPAC
- 5.7 Regional Festival 5/4. 5/5 @ KPAC
- 5.8 Kennedy Jazz Showcase 5/7 @ KPAC
- 5.9 Cypress Spring Show 5/18 @ KPAC
- 5.10 Jr. High Honor Band 5/19/11 @ KPAC
- 5.11 Year-End Concerts

Kennedy - 5/24, 5/25 @ KPAC Anaheim - 5/25 @ Cook Loara - 5/26 @ Cook Savanna - 5/26 @ KPAC Magnolia - 5/31/11 @ KPAC

Cypress - 6/01/11 @ KPAC

#### 5.12 Coordinating meeting

The directors and all related VAPA personnel will meet on Tuesday, April 20 at the band room at Savanna HS at 3:30PM to coordinate calendar dates. All interested VAPA personnel are requested to attend if they would like to have their programs represented appropriately.

#### 6.0 Kennedy AUHSD Jazz Showcase

May 8 @ KPAC

Josh Parsons reviewed details of the event.

Meeting Adjourned- the meeting was adjourned at 4:56 PM.

The next meeting will be on May 11, 2010 at Savanna HS, 3:30 PM. Steve Graves will email directors if a site is available for a "social meeting"

Respectfully submitted, Steve Graves

CC: Department Chairs, Fred Navarro, Terri Kipp

## Insurance Committee Meeting March 16, 2010

#### **Minutes**

#### I. Welcome

The meeting was called to order by Ivette Robinson at 2:10 p.m. She introduced our guest speaker, Andrew Reis, from Informed Rx.

#### II. Roll Call

Present: Dianne Poore, Anna Piercy, Joanne Fawley, Ivette Robinson, Mike DeMore, Jackie Brock, Susan Stocks, Katherine Smith, Jean Hockett, Lisa Rockwell, Sandy Blumberg, Gerry Adams, and

Debbie Faulkner.

Absent: Russell Lee-Sung, Joe Trejo, Pete Schnaufer, Ken Kanouse.

#### III. Approval of Minutes

The minutes of the February 16, 2010 meeting were approved.

IV. Presentation by Informed Rx - Review of 2009 Prescription Drug Plan

Mr. Reis' presentation included a plan performance overview, trend analysis, plan benchmarks, therapeutic class trend review, specialty trend report, clinical utilization and formulary management savings, and a market overview – generic pipeline. He indicated the per member per month (PMPM) rate increased 14.8%, primarily due to increase in average Rx cost and to a lesser extent increases in utilization. The district's generic utilization is 55.2%, below the normal range or 61-62% per Informed Rx.

#### V. Basics of Underwriting

Mike DeMore presented a basic overview of underwriting. He discussed the two funding arrangements (self funding vs. fully insured); the components of self funding (fixed costs, reserves, and claim expectations); and, trend analysis.

#### VI. Review of the Self-funded PPO Plan

Mike DeMore explained about adverse selection. He also showed how demographics affect plan costs.

#### VII. Incentivizing PPO enrollment

The committee did not discuss this at any length.

#### VII. Adjournment

The meeting adjourned at 3:55 p.m. Insurance Committee Meeting March 16, 2010 Page 2

Respectfully Submitted, Debbra Faulkner

APPROVED:

Dianne Poore, Assistant Superintendent Business

NEXT MEETING: April 20, 2010 2:00 - 4:00 p.m. Cypress Room

# ANAHEIM UNION HIGH SCHOOL DISTRICT ASB ENDING BALANCES DECEMBER 2009

Site #	School Name	Beginning Check Number	Ending Check Number	Ending Balance
20	Anaheim	12425	12528	309,846.84
21	Western	8034	8183	242,623.50
22	Magnolia	8246	8330	163,515.24
23	Savanna	8137	8205	15,525.24
24	Loara	9719	10847	257,013.85
25	Katella	10028	10202	98,763.75
27	Kennedy	9040	9111	356,626.46
28	Cypress	10330	10447	614,971.02
31	Brookhurst	2271	2281	50,468.85
32	Orangeview	2089	2097	46,133.95
34	Walker	2719	2744	118,355.52
35	Dale	3113	3138	127,779.83
37	Sycamore	1978	1989	40,705.64
38	Ball	2182	2191	76,414.24
40	South	2630	2635	120,562.62
42	Oxford	8371 ´	8532	413,815.90
44	Lexington	2072	2081	63,659.44
47	Норе	1584	1584	68,332.18
68	Gilbert	1431	1431	43,722.68
	Total School Bala	nces		3,228,836.75
	Balance Per Bank	of America		3,228,836.75
	Difference			-

# ANAHEIM UNION HIGH SCHOOL DISTRICT CAFETERIA FUND FINANCIAL STATEMENTS FEBRUARY 2010

### **Balance Sheet**

# Anaheim School Dist/Food Services 2/28/2010

Asset CASH	Assets	
9120 9122 9123 Total CASH	Cash-Checking Change Fund Petty Cash	\$4,062,586.71 \$14,515.00 \$50.00 \$4,077,151.71
RECEIVABLE		
9210 9280 9290 Total RECEIVABLE	A/R - Current A/R - State A/R - Federal	\$70,877.64 \$281,424.16 \$3,136,931.91 \$3,489,233.71
INVENTORIES		
9321 9322 9323 9326 9327 9328 Total INVENTORIES	Warehouse Food Warehouse Commodity Warehouse Supplies School Food School Commodity School Supplies	\$41,637.65 \$15,638.65 \$11,303.96 \$53,010.36 \$18,746.11 \$7,696.93 \$148,033.66
Total Asset		\$7,714,419.08
Liability LIABILITIES	Liabilities and Fund Balance	
9510 9530 9580 9599 9650 9780 Total LIABILITIES	A/P - Current A/P - Accrued. Vacation Sales Tax Liability Purchases Clearing Deferred Revenue Reserve/Central Kitchen	\$2,026,791.47 \$74,574.00 \$8,575.91 \$0.00 \$30,626.66 \$3,000,000.00 \$5,140,568.04
Total Liability		\$5,140,568.04
Fund Balance FUND BALANCE		
9798 Total FUND BALANCE	Fund Balance	\$1,617,882.27 \$1,617,882.27
Total Fund Balance		\$1,617,882.27
Current Year Profit (Loss)		\$955,968.77
Total Liabilities and Fund Balance		\$7,714,419,008

Accounting Period equals 8 - 2010

# Statement of Revenues and Expenses Anaheim School Dist/Food Services

	2/28/2010				Period Ending 2/28/2009			
	Monthly	%	YTD		Monthly		YTD	%
Revenue								
Local Revenue								
8620	\$1,872.00	0.08 %	\$14,782.50	0.11 %	\$2,638.50	0.13 %	\$21,142.50	0.17 %
Elementary - Breakfast			****	4 50 00	404 505 65		22/2 510 50	
8621	\$30,611.25	1.39 %	\$213,984.00	1.58 %	\$36,587.25	1.81 %	\$265,518.79	2.11 %
Elementary - Lunch 8632	\$5.673.50	0.26 %	\$34,737.50	0.26 %	\$7,012.25	0.35 %	\$40,902.75	0.33 %
High School - Breakfast	\$25,0725.50	0.20 %	\$54,757.50	0.20 10	\$7,012.2.7	0.557 70	\$\frac{1}{40.502.72}	0.55 %
8633	\$118,867.50	5.39 %	\$726,496.50	5.36 %	\$137,129.00	6.80 %	\$887,647.50	7.05 %
High School - Lunch								
8635	\$172,910.99	7.85 %	\$1,136,938.86	8.39 %	\$188,253.17	9.34 %	\$1,238,666.95	9.84 %
A La Carte Sales	0		*** *** ***		****		001.171.05	0.10.00
8637	\$3,182.53	0.14 %	\$18,635.39	0.14 %	\$4,183.76	0.21 %	\$24,461.25	0.19 %
Adult Rev Lunch	-40							
Federal Reimbursemer 8200	\$323,054.56	14.66 %	\$1,933,783.00	14.27 %	\$278,658.05	13.82 %	\$1,741,741.93	13.84 %
Fed. Meal RevBreakfast	\$323,034.50	14.00 70	\$1,955,765.00	14.27 /0	φ2.76,0.76.03	15.62 70	91,741,741.23	15.04 70
8220	\$1,310,521.73	59.47 %	\$7,957,600.67	58.74 %	\$1,132,288.44	56.15 %	\$6,971,707.98	55.41 %
Fed. Meal RevLunch								
8290	\$39,042.40	1.77 %	\$224,545.60	1.66 %	\$31,992.60	1.59 %	\$200,526.72	1.59 %
Misc Fed RevSnack								
State Reimbursements								
8500	\$41,730.24	1.89 %	\$249,605.08	1.84 %	\$37,687.93	1.87 %	\$235,327.49	1.87 %
St. Meal RevBreakfast 8520	\$108,168.50	4.91 %	\$656,310.71	4.84 %	\$97,553.70	4.84 %	\$611,771.13	4.86 %
St. Meal RevLunch	\$100,100.50	4.91 70	ф0.JU,510.71	4.04 //	\$77,000.70	4.04 /0	φ011,771.13	4.00 ///
Other Revenue								
8638	\$536.55	0.02 %	\$7,482.18	0.06 %	\$13.69	0.00 %	\$1,985.23	0.02 %
Cash Over & Short	,		,					
8689	\$43,015.50	1.95 %	\$279,009.50	2.06 %	\$47,917.74	2.38 %	\$253,613.48	2.02 %
Misc Fees/Contract							40	0.60.00
8699	\$4,335.21	0.20 %	\$93,885.95	0.69 %	\$14,544.28	0.72 %	\$87,379.52	0.69 %
Spec Activity/Cater					00.014.440.05	100.00.00	A10 500 000 00	100 00 00
Total Revenue	\$2,203,522.47	100.00 %	\$13,547,797.44	100.00 %	\$2,016,460.37	100.00 %	\$12,582,393.22	100.00 %
Expense								
Food Purchases & Gov	nmt							
4700	\$761,993.41	34.58 %	\$4,936,807.42	36.44 %	\$417,286.95	20.69 %	\$2,990,087.32	23.76 %
Food Purchases								
Supplies								
4300	\$102,245.12	4.64 %	\$503,077.57	3.71 %	\$60,681.11	3.01 %	\$509,576.55	4.05 %
Materials & Supplies	(#E E17 (N)	0.25 (7	¢17 114 00	0.13 %	\$348,593,42	17.29 %	\$2,146,811.18	17.06 %
4790 Supplies (Food)	(\$5,517.98)	-0.25 %	\$17,114.08	0.15 %	\$340,393.42	17.29 70	\$2,140,011.10	17.00 %
Salaries								
2200	\$671,753.47	30.49 %	\$4,071,745.83	30.05 %	\$701,934.09	34.81 %	\$4,097,047.63	32.56 %
Classified Salaries	***************************************		* .,,				. , ,	
2300	\$30,827.45	1.40 %	\$246,047.60	1.82 %	\$30,706.07	1.52 %	\$245,076.56	1.95 %
Class.Sup/Admin Salaries							<u> </u>	
2400	\$30,304.22	1.38 %	\$226,807.04	1.67 %	\$32,019.12	1.59 %	\$255,144.71	2.03 %
Clerical/Office Salaries	ቀለ ለለ	0.00 %	\$0.00	0.00 %	\$96.00	0.00 %	\$96.00	0.00 %
2520 Adult Breakfast Earned	\$0.00	0.00 %	\$0.00	0.00 W	\$20.00	0.00 %	\$20.00	0.00 %
2550	\$12,429.00	0.56 %	\$74,574.00	0.55 %	\$12,333.00	0.61 %	\$74,478.00	0.59 %
Food Service Vacation Pay			•					

## **Statement of Revenues and Expenses**

#### **Anaheim School Dist/Food Services**

	2/28/2010			Period Ending 2/28/2009				
	Monthly	%	YTD	%	Monthly	%	YTD	%
Expense								
Benefits								
3202	\$56,779.77	2.58 %	\$355,066.45	2.62 %	\$66,951.93	3.32 %	\$361,962.72	2.88 %
PERS, Classified Position								
3302	\$55,916.38	2.54 %	\$354,226.99	2.61 %	\$70,494.75	3.50 %	\$366,823.59	2.92 %
OASD/MED/Classified Positi			#1 100 227 02	0.10.0	¢(2,542,50)	2.10.01	#004 000 22	7.01.0
3402	\$145,033.52	6.58 %	\$1,100,337.97	8.12 %	\$62,542.59	3.10 %	\$994,980.32	7.91 %
Hlth/Welfare, Classified 3502	\$2,203,22	0.10 %	\$13,760.97	0.10 %	(\$9,197.89)	-0.46 %	\$2,398.00	0.02 %
SUL Classified Position	\$2,203,22	0.10 %	φ13,700.27	0.10 %	(49,197.09)	-0.40 ///	\$2,570.00	0.02 70
3602	\$11,642,72	0.53 %	\$69,719.04	0.51 %	\$21,343.29	1.06 %	\$81,648.07	0.65 %
Workers Comp, Classified			,		, ,		,	
3802	\$18,653.24	0.85 %	\$118,169.54	0.87 %	\$28,617.82	1.42 %	\$138,895.80	1.10 %
PERS Reduc, Classified								
Other Expenses								
5200	\$758.66	0.03 %	\$5,772.49	0.04 %	\$816.53	0.04 %	\$8,182.12	0.07 %
Travel & Conference								
5500	\$10,396.00	0.47 %	\$135,306.84	1.00 %	\$10,421.54	0.52 %	\$159,601.38	1.27 %
Operation & Housekeeping							****	
5600	\$14,045.35	0.64 %	\$149,223.50	1.10 %	\$17,644.77	0.88 %	\$127,305.91	1.01 %
Rental/Lease/Repair	<b>#0.00</b>	0.00.01	<b>#0.00</b>	0.00 %	¢1 456 05	0.07 %	\$1,456.05	0.01 %
5800 Prof. Consult Service	\$0.00	0.00 %	\$0.00	0.00 %	\$1,456.05	0.07 %	\$1,430.03	0.01 %
5900	\$1,274,16	0.06 %	\$20,001.79	0.15 %	\$116.05	0.01 %	\$17,335.54	0.14 %
Fax, Pager, Postage	\$1,274.10	0.00 %	Ψ20,001.79	0.15 %	<b>\$110.0</b> 5	0.01 70	<b>41</b> ,1,2,2,1,7	
6400	\$1,339.01	0.06 %	\$8,542.91	0.06 %	\$0.00	0.00 %	\$30,632.55	0.24 %
Equipment less \$500			,					
Capital Outlay							×	
6500	\$120,987.84	5.49 %	\$185,526.63	1.37 %	\$0.00	0.00 %	\$71,020.33	0.56 %
Equipment-RPmore\$500								
Total Expense	\$2,043,064.56	92.72 %	\$12,591,828.66	92.94 %	\$1,874,857.19	92.98 %	\$12,680,560.33	100.78 %
	****		#005 0 CO .77	<b>5</b> 6 4 7	01.11.200.10	T.02 ~	/000 1 Cm 1 T	0.70 ~
Net Profit (Loss)	\$160,457.91	7.28 %	\$955,968.77	7.06 %	\$141,603.18	7.02 %	(\$98,167.11)	-0.78 %

Accounting Period equals 8 - 2010 and the Prior Accounting Period is equal to Accounting Period equals 8 - 2009