

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: May 8, 2009

To: Katherine H. Smith, P.O. Box 3520, Anaheim, CA 92803-3520
Thomas "Hoagy" Holguin, P.O. Box 3520, Anaheim, CA 92803-3520
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

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

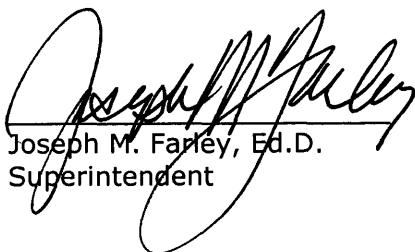
You are hereby notified that a regular meeting of the
Board of Trustees of the Anaheim Union High School District
is called for

Thursday, the 14th day of May 2009

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

Closed Session-2:00 p.m.

Open Session - 6:00 p.m.



Joseph M. Farley, Ed.D.
Superintendent

BOARD OF TRUSTEES
Agenda
Thursday, May 14, 2009
Closed Session—2:00 p.m.
Regular Meeting—6:00 p.m.

Some items on the agenda of the Board of Trustees' meeting include exhibits of supportive and/or background information. These items may be inspected in the superintendent's office of the Anaheim Union High School District, at 501 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.

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|----|--|-------------------------|
| 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.

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| 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, Mr. Cowen, Mrs. Poore, and Mr. Lee-Sung, concerning an office building and parking lot that is owned by the district at 525 North Muller Street, Anaheim, California.
- 4.3 To consider matters pursuant to Government Code Section 54956.8: Conference with property negotiators Dr. Farley, Mr. Holcomb, Dr. Navarro, Mr. Cowen, Mrs. Poore, and Mr. Lee-Sung, concerning properties at 903 West Lincoln Avenue and 122 Ohio Street in Anaheim, California.
- 4.4 To consider matters pursuant to Government Code Section 54957.6: Conference with labor negotiators Dr. Farley, Dr. Navarro, Mr. Cowen, 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).

4.5 To consider matters pursuant to Education Code Section 48918: Expulsion of students 08-231, 08-244, 08-246, 08-247, 08-248, 08-254, 08-255, 08-256, 08-257, 08-259, 08-260, 08-261, 08-262, 08-263, 08-264, 08-265, 08-267, 08-268, 08-269, 08-270, 08-271, 08-272, 08-273, 08-274, 08-275, 08-277, 08-278, 08-281, 08-282, and 08-283.

4.6 To consider matters pursuant to Education Code Section 48918: Readmission of student 07-285.

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

5.1 **Reconvene Meeting**

The Board of Trustees will reconvene into open session.

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

Paul Sevillano, Western High School principal, will lead the Pledge of Allegiance to the Flag of the United States of America and the moment of silence.

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

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

7.1 **Closed Session**

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

7.2 **Principal's Report**

Dr. Sevillano will present a report on Western High School.

7.3 **Reports of Associations**

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

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

8.1 **Classified Recognition Week, May 18-22, 2009**

Proclamations honoring classified employees of the district will be presented to President Gerald Adams, American Federation of State, County and Municipal Employees (AFSCME); President Sharon Yager, California School Employees Association (CSEA); and President Kelly Wilson, Anaheim Leadership Team Association (ALTA).

8.2 **Classified Employee Recognition**

8.2.1 The Board of Trustees will honor the 2008 Classified Employee of the Year, Marion Dawirs. Mrs. Dawirs is an instructional assistant for severely handicapped students at Anaheim High School. The board has traditionally recognized the current school year's classified employee of the year in May.

8.2.2 The Board of Trustees will also honor the 2009 Classified Employee of the Year, Connie Cobian. Mrs. Cobian is a bilingual secretary and the district office receptionist.

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 **Arts Advantage**

INFORMATION ITEM

The education division will present an update to the Board of Trustees on the progress of the strategic plan for the Visual and Performing Arts (VAPA) programs in the district. The strategic plan, entitled Arts Advantage, was developed by a committee comprised of district teachers, administrators, higher education faculty, and community stakeholders. The objective of the Arts Advantage plan is to provide a roadmap for continual improvement of VAPA programs. **[EXHIBIT A]**

Recommendation:

It is recommended that the Board of Trustees receive the update and direct any questions to staff members.

10.2 **Ninth-Grade Academy**

INFORMATION ITEM

The education and human resources divisions will present an update to the Board of Trustees on the progress of the newly-implemented Ninth-Grade Academy. The Ninth-Grade Academy serves students in need of intensive remediation, and it provides an educational program designed to accelerate their below grade level literacy and computational skills. **[EXHIBIT B]**

Recommendation:

It is recommended that the Board of Trustees receive the update and direct any questions to staff members.

10.3 **Citizens' Oversight Committee Report**

INFORMATION/ACTION ITEM

The Board of Trustees is requested to accept the annual report from the Measure Z Citizens' Oversight Committee. Since all of the \$132 million in Measure Z bond funds have been spent, the committee requests that the Board of Trustees disband the committee as permitted by the bylaws. The committee also requests that the Board of Trustees establish an informal committee, which would allow for continued input from concerned community members on future capital expenditures. **[EXHIBIT C]**

Recommendation:

It is recommended that the Board of Trustees accept the annual report from the Measure Z Citizens' Oversight Committee and disband the Measure Z Citizens' Oversight Committee. It is also recommended that the Board of Trustees discuss the recommendation from the Measure Z Citizens' Oversight Committee, to establish an informal committee to provide input on future capital expenditures and take whatever action the Board of Trustees deems appropriate.

10.4 **Adoption of the Decision of the Administrative Law Judge Erlinda G. Shrenger, Concerning the Reduction in Force of 49 Certificated Employees, per the Office of Administrative Hearing Case Number 2009031200**

ACTION ITEM

The Board of Trustees took action to reduce particular kinds of services provided by certificated employees. This action was necessitated by the state-wide budget crisis and significant reductions in district revenue. The decision to reduce services was not related to the competency and dedication of the individuals whose services are to be reduced or eliminated. 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.

When this action was first initiated, the district notified 71 certificated staff members of possible layoffs. When 49 of the certificated staff members requested a hearing before an administrative law judge, the district was required to defend its procedures, steps, and processes of layoff. The administrative law judge announced last week that all aspects of the district's layoff procedures were implemented according to law. The Board of Trustees must now formally adopt the judge's decision and then terminate the employment of the designated teachers in the subsequent board agenda item. **[EXHIBIT D]**

Recommendation:

It is recommended that the Board of Trustees formally adopt the decision of the Administrative Law Judge concerning the reduction in force of certificated employees, per Office of Administrative Hearing Case Number 2009031200, with said adoption of the decision effective immediately.

10.5 **Resolution No. 2008/2009-BOT-06 of the Board of Trustees, Concerning the Superintendent's Recommendation to Terminate 46 Certificated Employees as a Result of Reduction in Force (Roll Call Vote)**

ACTION ITEM

Consistent with the information contained in board agenda item 10.4 above, the board is now asked to formally adopt the recommendation of Superintendent Joseph M. Farley to terminate the employment of 46 certificated employees as a result of a reduction in force, per Board of Trustees Resolution No. 2008/2009-HR-01, adopted on March 5, 2009, (this number is lower than originally expected because of recently submitted resignations and retirements by tenured certificated staff members). The following certificated staff members will be terminated from employment, effective the last working day of the current school year, as a result of this action. **[EXHIBIT E]**

Artis, Kimberly
Chavez, Blanca
Cruchley, Lara
Davis, Joan
Decker, Lisa
Dieter, Roberta
Dunn, Molly
Espino, Ruth
Fickbohm, Robert
Fitch, Dane
Fitch, Heather
George, Deborah
Gonzalez, Laura
Gragnano, Ethan
Heath, Jennifer
Hernandez, Monique

Hoffman, William
Hohensee, Phillip
Hokuf, Kenneth
Ishino, Chason
Jimenez, Jessica
Karels, Laura
Keiser, Derek
Kennedy, Jennifer
Kung, Pamela
Lopez, Bruno
MacCaskey, Jessica
Meehan, Lacey
Monera, April
Ornelas, Tammy
Parks, Larry
Perkins, David

Quintero-Vasquez, Angelica
Ramirez, Alejandro
Ramirez, Maritza
Rubio, Gabriela
Sanchez, Carissa
Shupper, Lena
Singh, Ajay
Stegall-Chant, Pamela
Steiner, Sara
Swartz, Amber
Tilson, Zachary
Williams, Cynthia
Wilson, Kelly
Wood, Sara

Recommendation:

It is recommended that the Board of Trustees formally adopt Resolution No. 2008/2009-BOT-06, by a roll call vote.

10.6 **Resolution No. 2008/09-F-03, Sale of Property, 525 North Muller Street, Anaheim, California (Roll Call Vote)** **ACTION ITEM**

The Board of Trustees is requested to adopt Resolution No. 2008/09-F-03, Resolution of Intention to Sell Surplus Real Property and Calling for Bids. In previous actions, the Board of Trustees declared 525 North Muller Street, as surplus and directed staff to issue notices to public entities of its intent to sell the property for no less than the appraised value of \$9,263,000. The notices were issued, and the statutorily required period for responses from public entities expired on April 13, 2009. The Board of Trustees is now requested to adopt a resolution of intent to sell the property, and direct staff to post and publish a notice of a public hearing to open bids for the property. The public hearing will be held at the regularly scheduled Board of Trustees meeting on June 25, 2009. **[EXHIBIT F]**

Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2008/09-F-03, by a roll call vote.

10.7 **Memorandum of Understanding, Anaheim Secondary Teachers Association** **ACTION ITEM**

The Board of Trustees is requested to approve the Memorandum of Understanding (MOU) with the Anaheim Secondary Teachers Association, which clarifies existing contract language in Article 9.5 of the Collective Bargaining Agreement. The MOU agreement provides additional language regarding the exemption of a unit member from involuntary transfer when a school is over-staffed and a certificated staff member needs to be moved to another school. The intent of this MOU is to allow the principal to sustain courses, programs, events, and activities at the school site in order to avoid the elimination, due to the loss of key personnel. **[EXHIBIT G]**

Recommendation:

It is recommended that the Board of Trustees approve the Memorandum of Understanding with the Anaheim Secondary Teachers Association.

10.8 **Agreement, Chapman University** **ACTION ITEM**

The Board of Trustees is requested to approve the supervised fieldwork agreement with Chapman University, Orange, for the period of July 1, 2009, through June 30, 2014. University students in the Communication Sciences/Disorders program will be placed in fieldwork sites with supervision by qualified district speech-language pathologists, as part of their masters' work preparation in Communication Sciences/Disorders. The agreement provides for the district to serve as a fieldwork site providing students with experiences that will meet their practicum requirements. District speech-language pathologists will serve as master clinicians for the fieldwork supervision according to the guidelines of the program and required specific clinical experiences. Master clinicians will receive a stipend in accordance with the agreement. The services are provided at no cost to the district. This agreement will be signed following approval by the Board of Trustees. **[EXHIBIT H]**

Recommendation:

It is recommended that the Board of Trustees approve the supervised fieldwork agreement for the Communication Sciences/Disorders program with Chapman University, Orange.

10.9 **Agreement, Aequitas Solutions, Inc.**

ACTION ITEM

The Board of Trustees is requested to approve a licensed software product agreement with Aequitas Solutions, Inc., to develop a new software solution that will reduce the need for paper based forms and processes by augmenting the online Zangle Parent Portal. The software will make the portal more interactive and will eliminate paperwork for parents of existing AUHSD students. The new software will allow parents to update their contact information through the internet and opt out of receiving hard-copy progress reports and report cards. It is anticipated that this new software solution will enhance the existing processes and reduce the cost of paper, ink, and other consumables that are needed to implement the current process. The add-on module will not be an ongoing expense since it will include perpetual licensing and access to the source code. The \$11,200 cost is expected to be recouped in less than one year due to the elimination of paper based processes.

[EXHIBIT I]

Recommendation:

It is recommended the Board of Trustees approve the licensed software product agreement with Aequitas Solutions, Inc.

10.10 **Agreement, North Orange County Community College District, Teacher Preparation Pipeline Grant**

ACTION ITEM

The Board of Trustees is requested to ratify the subcontractor agreement with North Orange County Community College District (NOCCCD) to send instructors and counselors from Katella High School, Western High School, and Magnolia High School, as participants and contributors to three Teacher Preparation Pipeline work sessions and three high school site committee meetings. The purpose of the work sessions is to develop contextual learning curricula and materials for use with CTE students in the Ninth-Grade Academy Program at the three high schools. Services are being provided March 1, 2009, through September 30, 2009, at no cost to the district. This agreement will be signed following approval by the Board of Trustees. **[EXHIBIT J]**

Recommendation:

It is the recommended that the Board of Trustees ratify the subcontractor agreement with North Orange County Community College District.

10.11 **Educational Consulting Agreements**

ACTION ITEM

The Board of Trustees is requested to approve the educational consulting agreements as listed for the Anaheim Union High School District (AUHSD) 2009 Associated Student Body (ASB) Retreat. This retreat has been in existence for the past 15 years. The AUHSD ASB Retreat, was created to provide leadership training that was not adequately provided by outside vendors. All AUHSD ASB Retreat fees are paid through ASB fundraisers, the funds of which are controlled by student leaders. The fee of \$275 per student is significantly lower than the CADA camp fee, which was \$505 per student in 2008.

The retreat is held in San Diego, California, so the ASB leaders can be together for three full days. The dates of the event are August 10, 2009, through August 12, 2009. The AUHSD ASB leadership team members only interact with other district ASB leadership team members while engaging in team-building activities. The camp allows for an efficient use of district resources.

10.11.1 **Dr. Angela Muniz Aschbrenner**

Dr. Angela Muniz Aschbrenner, consultant, will present a series of leadership workshops at the AUHSD 2009 ASB Retreat that is described above in agenda item 11.12. Elected ASB officers will be trained in using strategies that will increase their involvement and effectiveness in the student governance process, and it will help them increase student participation in school-wide student body activities. Services will be provided on August 11, 2009, at a cost not to exceed \$850. (ASB Funds) **[EXHIBIT K]**

10.11.2 **Phil Boyte**

Phil Boyte, a nationally recognized author and motivational speaker, will be a keynote speaker at the AUHSD 2009 ASB Retreat that is described above in agenda item 11.12. Mr. Boyte encourages his audiences to overcome adversity and achieve their goals. Services will be provided on August 10, 2009, at a cost not to exceed \$2,425. (ASB Funds) **[EXHIBIT L]**

10.11.3 **Tyler Durman, Inc.**

Tyler Durman, a nationally-renowned motivational speaker, will be a keynote speaker and breakout presenter at the AUHSD 2009 ASB Retreat that is described above in agenda item 11.12. Mr. Durman provides practical solutions for teens on topics such as increasing respect in relationships at home and on self-motivation to succeed in school. Services will be provided on August 11, 2009, at a cost not to exceed \$2,400. (ASB Funds) **[EXHIBIT M]**

10.11.4 **Feet First/Kevin Cloutier**

Feet First/Kevin Cloutier, consultant, will present age-appropriate ideas for school dances, provide Disk Jockey services for the retreat's dances, and conduct workshop sessions that focus on team-building activities at the AUHSD 2009 ASB Retreat that is described above in agenda item 11.12. Services will be provided August 10, 2009, through August 12, 2009, at a cost not to exceed \$3,400. (ASB Funds) **[EXHIBIT N]**

10.11.5 **Cheryl Mahlstedt**

Cheryl Mahlstedt, consultant, will be a leadership breakout presenter for three interactive sessions at the AUHSD 2009 ASB Retreat that is described above in agenda item 11.12. Mrs. Mahlstedt will teach student leaders how to plan events to increase faculty and student body involvement. Services will be provided on August 11, 2009, at a cost not to exceed \$750. (ASB Funds) **[EXHIBIT O]**

10.11.6 **Matthew McKinney**

Matthew McKinney, consultant, will be the balloon art workshop presenter at the AUHSD 2009 ASB Retreat that is described above in agenda item 11.12. Services will be provided on August 11, 2009, at a cost not to exceed \$375. (ASB Funds) **[EXHIBIT P]**

10.11.7 **Janet Roberts**

Janet Roberts, consultant, will provide workshops at the AUHSD 2009 ASB Retreat, that is described above in agenda item 11.12, to student leaders on poster making,

advertisement, publicity, and marketing techniques designed to increase student body participation in all ASB activities. Services will be provided on August 11, 2009, at a cost not to exceed \$675. (ASB Funds) **[EXHIBIT Q]**

10.11.8 **Stuart R. Shaffer**

Stuart R. Shaffer, consultant, will be the school spirit activity presenter at the AUHSD 2009 ASB Retreat that is described above in agenda item 11.12. The presentation includes ideas for skits, noon-time activities, and spirit week activities. Services will be provided on August 11, 2009, at a cost not to exceed \$1,400. (ASB Funds) **[EXHIBIT R]**

10.11.9 **Denise Van Doorn**

Denise Van Doorn, consultant, will teach student leaders the essentials of event-planning at the AUHSD 2009 ASB Retreat that is described above in agenda item 11.12. Services will be provided on August 11, 2009, at a cost not to exceed \$600. (ASB Funds) **[EXHIBIT S]**

Recommendation:

It is recommended that the Board of Trustees approve the educational consulting agreements as listed.

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 **Agreement, Pacific Audiologics**

Approve the agreement for consulting services with Pacific Audiologics to provide mandated hearing and vision screening of eighth and tenth grade students. State law mandates this screening. The district has contracted with Pacific Audiologics to provide this service for the past five years. AUHSD does not have the personnel capacity to conduct these screenings for approximately 10,500 students. The cost of service is reimbursable from the state of California under mandated costs. Services will be provided July 1, 2009, through June 30, 2010, at a cost not to exceed \$53,000. (General Funds) **[EXHIBIT T]**

Recommendation:

It is recommended that the Board of Trustees approve the agreement for consulting services with Pacific Audiologics.

11.2 **Educational Consulting Agreement Amendment, Language Network, Inc.**

Approve the educational consulting agreement amendment with Language Network, Inc., to amend the original agreement amount approved at the June 26, 2008, board meeting, from \$15,000, to \$25,000, all of which is supported by categorical funds that are targeted for this type of assistance with students and their families. There are district students and parents

who require translation services periodically regarding health, safety, and educational issues in languages other than those provided through district staff translators. Language Network, Inc., a recognized translation and interpretation service located in Orange County, has helped fill these incidental needs. The increase in cost is due to increased use for special education mandates that require translation and interpretation support in languages other than Spanish and Korean. Spanish and Korean translation services, which are provided by district personnel, will not be supplanted by these consulting services, except 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, except in serious emergency situations when district personnel cannot provide such services. The consulting service will occasionally be used for some written translation of Vietnamese because current district staff members are unable to provide such services. The two-year maximum amount of \$15,000 is nearly exhausted. In order to continue to provide the anticipated and upcoming translation services, consistent with the explanation detailed here, a \$10,000 increase to the original \$15,000 agreement amount is requested, with a maximum amount not to exceed \$25,000, August 1, 2008, to 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) **[EXHIBIT U]**

Recommendation:

It is recommended that the Board of Trustees approve the educational consulting agreement amendment with Language Network, Inc.

11.3 Instructional Materials Submitted for Adoption

Adopt the selected books. The Instructional Material Review Committee has recommended the selected books for use in English, science, and business. The books have been made available for public review. **[EXHIBIT V]**

Recommendation:

It is recommended that the Board of Trustees approve the adoption of the selected books.

11.4 Rejection of Liability Claim

Reject a claim that was filed on April 20, 2009, and was identified as AUHSD 09-11 (Tort Claim #258). After review, staff determined that the claim was not a proper charge against the district. This matter concerns an injury of a student athlete.

Recommendation:

It is recommended that the Board of Trustees reject AUHSD 09-11 (Tort Claim #258), as not a proper charge against the district and authorize staff to send the notice of rejection.

11.5 Donations

<u>Location</u>	<u>Donated by</u>	<u>Item</u>
Hope	American Legion Auxiliary	Misc. office supplies
Lexington	Target	\$257.41
Oxford	Friends of Golf	\$790.00
Walker	Target	\$186.53
	David L. Sparks, D.D.S., Inc.	\$400.00
	Raytheon	\$ 25.00

Recommendation:

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

11.6 **Disposal of Surplus Miscellaneous Furniture and Equipment**

Recommendation:

It is recommended that the Board of Trustees ratify the list of district furniture and equipment as surplus, salvage, old, and/or obsolete property, and authorize proper disposal through the auction process to the highest bidder. **[EXHIBIT W]**

11.7 **Purchase Order Detail Report**

Recommendation:

It is recommended that the Board of Trustees ratify the purchase order detail report as submitted. **[EXHIBIT X]**

11.8 **Check Register/Warrants Report**

Recommendation:

It is recommended that the Board of Trustees ratify the check register/warrants report as submitted. **[EXHIBIT Y]**

11.9 **Certificated Personnel Report**

Recommendation:

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

11.10 **Classified Personnel Report**

Recommendation:

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

11.11 **Individual Service Contract**

Recommendation:

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

11.12 **Field Trip Report**

Recommendation:

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

11.13 **Board of Trustees' Meeting Minutes**

11.13.1 April 2, 2009, Regular Meeting **[EXHIBIT DD]**

11.13.2 April 23, 2009, Regular Meeting **[EXHIBIT EE]**

11.13.3 April 23, 2009, Special Meeting **[EXHIBIT FF]**

Recommendation:

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

12. **SUPPLEMENTAL INFORMATION** **INFORMATION ITEM**
- 12.1 Enrollment, Month 7 **[EXHIBIT GG]**
- 12.2 Minutes of Department Meetings **[EXHIBIT HH]**
13. **STUDENT REPRESENTATIVE'S REPORT TO THE BOARD OF TRUSTEES** **INFORMATION ITEM**
14. **SUPERINTENDENT AND STAFF REPORT** **INFORMATION ITEM**
15. **BOARD OF TRUSTEES' REPORT** **INFORMATION ITEM**
- Announcements regarding school visits, conference attendance, and meeting participation.
16. **ADVANCE PLANNING** **INFORMATION ITEM**
- 16.1 **Future Meeting Dates**
- The next regular meeting of the Board of Trustees will be held on Thursday, June 4, 2009, at 6:00 p.m.
- | | |
|------------------------|------------------------|
| Thursday, June 25 | Thursday, September 24 |
| Thursday, July 16 | Thursday, October 15 |
| Thursday, August 6 | Thursday, November 5 |
| Thursday, August 27 | Thursday, December 10 |
| Thursday, September 10 | |
- 16.2 **Suggested Agenda Items**
17. **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, May 11, 2009.

EXHIBIT A

See the Arts Advantage Notebook

Frequently Asked Questions for 9th Grade Academy

What is the purpose of the Academy?

To identify and support students who do not have the skills to successfully advance through high school.

To prepare students for the CAHSEE.

To help students identify a career pathway.

To build perseverance and resiliency skills and to keep students in high school so they can be successful in life.

Is this a five year program?

This program offers students the opportunity to obtain a diploma in five years. However, some students may meet HS graduation requirements in a four year period (including summer school) with appropriate support structures and guidance. The main issue in developing a “catch up” program is ensuring students have opportunity to meet the 4 year English course requirements.

How are students identified for the Academy?

CST scores, IRI scores (running records), grades (less than 2.3 GPA and English D or F). Every effort is made to ensure students are identified by their skills and that they are not placed in the Academy because of attitudes or behavior.

When are they identified?

Students are identified in the spring of 8th grade. The lists and “cut” scores are generated by the district. Sites do have some flexibility in pairing the list down based on other criteria.

What summer program do they take?

All identified students are expected to enroll in the Summer Academy (Step Up). This program supports students in Reading and Math, allowing them to spiral down to their skill levels so they can begin to catch up. Also, counselors/teachers are trained in “Why Try” curriculum to facilitate socio-emotional learning environment.

If students pass the Summer program, can they go on to regular 9th grade?

Unless the student was somehow not placed correctly and they have demonstrated requisite skill levels, it is unlikely that students will be able to transition into a regular 9th grade co-hort.

If students fail the Summer program or do not enroll, where do they go?

9th Grade Academy.

Who is responsible for tracking and monitoring Academy students as they move through the system?

Ideally, there should be a designated counselor who monitors a co-hort. Spreading the responsibility among different counselors is probably not as effective as having one counselor assigned.

Who is responsible for monitoring transfers within the district?

Registrars and any other appropriate person need to be informed regarding transfers.

What skill sets do Academy teachers need?

Content knowledge, diagnostic skills, ELD strategies, (possibly co-teaching if RSP teacher available), classroom management, and ability to engage students on a socio-emotional level.

What do you mean by “socio-emotional”?

This reflects the teacher’s ability to develop an affective domain in the classroom that supports student engagement with other students, with the teacher and with the content. Teachers must be able to develop “rapport” with students and model healthy behavior. Often this requires an

understanding of generational poverty issues as well as a grasp of cultural pedagogy. Ultimately, we need teachers at all levels who will advocate for students in ensuring a quality education. Too many students are falling through the cracks and lose faith in the system.

Why should Special Ed students be allowed in the academy if they already receive other support?

Sites should examine the level of support special education students are receiving. The Academy was designed to give qualified students (including RSP) the opportunity to succeed. Please note that special education students are eligible for the same support and services as general education students, depending on their needs.

Should there be defined exit criteria for students?

Yes and students should know their options. As mentioned earlier, the main issue for catching up is allowing opportunities and support for completing the ELA graduation requirements. Summer school is obviously going to be a big factor in completing HS graduation for Academy students.

What does year 2 (9B) look like?

Academy students should not be kept in a separate co-hort. Rather, they should be integrated with other 9th grade students. Counselors should make sure however that academy students are placed with teachers who have strong socio-emotional skills.

To what extent is this program monitored by the district?

The Academy students have been identified in Zangle for longitudinal study purposes.

What role does CTE (Career Technical Education) play in the Academy structure?

Each school site is in the process of building new CTE pathways aligned with the state frameworks. These courses are more rigorous than traditional vocational education and eventually will meet A-G requirements for CSU/UC eligibility. It is important that students and teachers have an awareness of site specific CTE pathways. All students will be given interest assessments to help them determine what career pathway best meets individual interests and skills. Some core Academy teachers are being trained in CTE pathways frameworks and are building units integrating CTE applications that would enhance student engagement.

May 14, 2009

Honorable Members of the Anaheim Union High School District (A.U.H.S.D.) Board of Trustees:

The Independent Citizens' Oversight Committee October 2006 – October 2010 (ICOC-II), is pleased to present its second annual report to the board and to the community on the progress of the facilities improvement program funded through the Measure Z General Obligation Bonds program. Affirmed by voters in 2002, Measure Z is the \$132 million local facilities bond measure to modernize and rebuild older schools in the A.U.H.S.D. The ICOC-II provides this annual report in accordance with California Education Code 15278-15282 and A.U.H.S.D. approved by-laws.

Appointed by the A.U.H.S.D. Board of Trustees, the ICOC-II serves as an additional level of monitoring and oversight of the Measure Z facilities improvement program through reviewing audits, conducting regular public meetings throughout the district, inspecting construction sites, receiving updates, and providing input to the program management team and A.U.H.S.D.'s staff.

Significant activities for this reporting period include:

- Receiving and reviewing the annual independent 2007/2008 fiscal year Performance and Financial Audits provided to the ICOC-II in February, 2009
- conducting quarterly meetings with opportunities for the public to make comments, raise questions, or voice concerns
- making inspection visits during multiple phases of school construction at the Anaheim and Katella High School sites
- receiving and reviewing schedules and cost updates on projects under construction (These included reports from A.U.H.S.D. staff on their successful efforts to find additional funding for the projects and on procurement strategies to manage the increased costs of construction)
- attending meetings of, and reported ICOC-II activities to the AUSD Board of Trustees
- continued work within the Audit and the Community Outreach sub-committees, which were specifically tasked with monitoring these respective areas in greater depth (subcommittee reports are included within this report with explanations of their work)

As a result of these efforts, the ICOC-II finds that the district continues to build on financial and contractual policies and procedures that began in 2005, and is now able to provide greater assurance and transparency to the community with respect to the effective and efficient expenditure of bond revenue. Consequently, the ICOC-II advises the district's constituents and the community at large that the A.U.S.H.D. is in compliance with Article XIII A, Section 1(b) (3), of the California Constitution. Bond revenue has been expended on projects as set forth on the Measure Z ballot. Furthermore, we find that no bond revenue has been used for teacher or administrative salaries, or other school operating expenditures. All audits have supported these findings and have been performed as prescribed by law.

The committee makes the following recommendations for A.U.H.S.D. consideration and/or action:

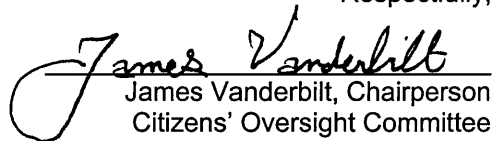
- Appoint a new Facilities Committee to continue the level of community oversight exercised by the ICOC-II for any future construction projects beyond those funded through Measure Z. We believe it to be good practice to have such a group representing the community on capital improvement efforts on an ongoing basis.
- Continue efforts implemented and as reported to the Orange County Grand Jury in the district's 2007 report with respect to responses to findings and recommendations about the Measure Z Capital Program as appropriate to specific capital projects.

With the completion of new construction to Anaheim and Katella High Schools, we will have seen the final application of remaining Measure Z funding and in accordance with Section 10 of the Independent Citizens' Oversight Committee Bylaws, the committee shall automatically terminate and disband at the point in time when either; all projects funded by the bond revenue are completed, and/or all bond revenue spent. We therefore also recommend that district staff identify and recommend to the committee an effective date for the conclusion of this committee's efforts. It is our belief that our tasks to serve the district and to represent the voters of the district have been completed successfully by the ICOC-II.

We wish to thank all A.U.H.S.D. staff members who provided assistance to the committee in the performance of their tasks and also to those who assisted in preparing this report. We would especially like to recognize Deputy Superintendent, Mr. Timothy Holcomb, and his Executive Assistant, Ms. Lynn Nakayama.

"Thank you" to the A.U.H.S.D. Board of Trustees for your continued support and assistance in our efforts.

Respectfully,


James Vanderbilt, Chairperson
Citizens' Oversight Committee

THE AUDIT SUB-COMMITTEE REPORT ON MEASURE Z BOND

May 14, 2009

The audit sub-committee of the Citizens' Oversight Committee 2006-2010 (Citizens' Oversight Committee), that oversees the Measure Z Bond for the Anaheim Union High School District (AUHSD), has compiled this report to be submitted to the district's Board of Trustees at a regularly scheduled Board of Education meeting in April 2009.

04/03/2008: Date of the previous most recent annual report from the Oversight Committee to the AUHSD Board of Education. That report included Oversight Committee activities from November 2006 through January 2008. It included a report on the analysis and findings of the "General Obligation Bonds Financial and Performance Audits" dated June 30, 2006/2007 as performed by the independent audit firm of Vavrinek, Trine, Day & Co., LLP. There were "no findings", or simply stated, nothing of a negative nature was found.

06/02/2008: At a regularly scheduled Oversight Committee Meeting: The representatives that presented the annual report to the Board of Education shared the information exchanged at the board meeting including the direction of the board to the committee "to keep abreast of Measure Z issues". Mr. Holcomb reported that the ongoing construction at Anaheim High and Katella High Schools was progressing very well. He then gave a brief recap of the construction progress for each of the two school sites. An in-depth discussion took place regarding different aspects of the Measure Z process with respect to addressing the original goals, accomplishments and remaining tasks. Added discussions related to the:

- Year end, unaudited financials for 2007-2008 school year by Mr. Holcomb
- Reported site visits by committee members
- Public relations letter regarding progress on construction projects within the district.

09/29/2008: At a regularly scheduled Oversight Committee Meeting: Mr. Vanderbilt reported on a site visit to Anaheim High School and stated that he was pleased with the progress of the new classroom building. Mr. Holcomb reported that construction projects as both Anaheim and Katella High Schools were continuing to go well. He reported that the new library at Katella was progressing well. The relocation of the library allowed for the addition of five added classrooms not in the original design. He shared information that the Quality Education Investment Act (QEIA) funded the construction of 15 added classrooms for Anaheim High and Sycamore Junior High Schools. Mrs. Rich reported on a visit to Loara High School and stated she was impressed by changes to the parking lot.

01/05/2009: At a regularly scheduled Oversight Committee Meeting: Mr. Vanderbilt commented on progress of the classroom building at Anaheim High School and Mr. Holcomb explained the material that was used to present the historical look at the school. Mr. Holcomb reported that the Anaheim High School contractor had also moved off site but there were a few work issues remaining. The project is deemed successful and some deficiencies had been corrected. He also reported that as a result of heavy rains, a large number of glass panes had to be replaced due to leaks. Mr. Holcomb reported that the Katella High School project is considered to be complete and the contractor has moved off site. All but 5 classrooms were now occupied by students and staff. Mr. Holcomb explained the Measure Z presentation to the Board of Education that took place on December 11, 2008. A discussion of procedures to limit soft costs and overcoming prior over-expenditures ensued and very positive explanations were provided. Visits to Anaheim and Katella High Schools were discussed and planned.

02/05/2009: The "General Obligation Bonds Financial and Performance Audits" dated June 30, 2008 as performed by the independent audit firm of Vavrinek, Trine, Day & Co., LLP. (VTD) was received by the audit sub-committee. There were "no findings", or simply stated, nothing of a negative nature was found with the exception of:

The audit report **EXHIBIT B** page #4. **FINDINGS AND RECOMMENDATIONS JUNE 30, 2008**

"Agreed-Upon Procedure (D)"

"Procedure - Reconcile the general ledger of the Building Fund, as of the period ended, with the financial reports of budges and expenditures prepared for the Citizens' Oversight Committee for the same period."

"Results - The Citizens' Oversight Committee was provided one financial report of budgets and expenditures for the 2007-2008 fiscal year. The auditors were unable to agree the expenditures on this report to the District's general ledger in total for the 2007-2008 fiscal year. We selected two projects within this report, but were unable to agree to the general ledger because the budget-to-actual expenditure report was prepared using data prior to the general ledger's closing. In addition, we were not able to agree the budget amounts to the District's general ledger because the District does not report the budget amounts on a per year basis." In the opinion of the audit sub-committee, having discussed this with the VTD auditor, this is not a negative finding but is a difference in administrative procedures.

The Citizens' Oversight Committee Audit Sub-committee is also pleased to acknowledge that the "Expanded Recommendations/Requests" from this sub-committee dated May 31, 2007 have also been included in the most recent audit.

The full committee in general and specifically the audit sub-committee is pleased to report that based on the independent audits, the reports received at our regular committee meetings, and site visits by committee members, we believe that the District is now in compliance with the Measure Z Bond requirements. We also feel that the questions and negative comments as presented in the Findings of the 2006-2007 Orange County Grand Jury have been overcome and/or corrected.

The total revenue available of bond and state funding was \$226,798,641.42 of which total expenditures as of 2/29/09 are \$222,189,885.95. The remaining revenue balance of bond and state funding is \$4,608,755.47. As of this date the remaining Measure Z Bond and state funding revenue is less than 2.0 percent of the original revenue amount. The funding is essentially either spent or firmly committed.

Respectfully,

Sub-committee members:

Miss Linda Whiteman

Mr. Tom Giedlin

Mr. Irv Trinkle

Public Relations and Community Outreach

May14, 2009

As reported to the Board of Trustees in our first report on April 3, 2008, this sub-committee of the Independent Citizens' Oversight Committee focuses on:

- a) ensuring information regarding the status of spending is clearly and regularly communicated to the community, school personnel, staff, parents and students;
- b) overseeing the status of current construction projects through site visits.

Much of the construction and spending of the Measure Z funds took place during this committee's prior reporting period. During that period we held meetings, and were given in-depth tours of school sites where construction was underway. Notices were sent to principals and community members inviting them to inform the committee of any issues or concerns they might have regarding the construction projects.

During the past year, two school sites, Anaheim and Katella High Schools have been the primary focus of the committee, as construction continued at both sites. Deputy Superintendent, Timothy Holcomb conducted tours of both campuses to update members on the status of construction and estimated completion dates. These tours were:

Anaheim High School – January 28, 2009
Terry Goen, and Michelle Hohmann attending

Katella High School – February 4, 2009
Terry Goen, Michelle Hohmann, and Patricia Rich attending

The district continued to provide regular and comprehensive updates to the community regarding the status of Measure Z spending and construction. These efforts included press releases, mailings to district households, and articles on the district's website. The committee believes these efforts were effective in keeping the community informed on the status of Measure Z construction projects.

We believe that the measures taken by the district since this committee's inception in 2006, have been effective in overcoming the previous lack of public confidence in the spending, and management of Measure Z funds. We also suggest that once this Independent Citizens' Oversight Committee's work is concluded, the district continue its efforts to regularly communicate to the community the status of construction projects outside the scope of Measure Z.

INDEPENDENT CITIZEN'S OVERSIGHT COMMITTEE BYLAWS

Section 1.0 COMMITTEE ESTABLISHED

The Board of Education (the "Board") of the Anaheim Union High School District (the "District") hereby establishes the Independent Citizens' Oversight Committee (the "Committee") which shall have the purposes and duties set forth in these Bylaws.

Section 2.0 PURPOSE

The purpose of the Committee is to inform the public at least annually concerning the expenditure of bond proceeds approved by the voters March 5, 2002, (the "Bond Proceeds") by issuing a written report.

Section 3.0 DUTIES

To carry out its stated purpose, the Committee shall perform the following duties:

3.1 Review Expenditures. The Committee shall review expenditure reports produced by the District to (a) ensure that Bond Proceeds are expended only for the purposes set forth in the ballot measure; and (b) ensure that no Bond Proceeds are used for any teacher or administrative salaries or other operating expenses. The committee may review proposed general expenditure plans for bond related projects.

3.2 Annual Report. The Committee shall present to the Board an annual written report (the "Annual Report") which shall include the following:

- (a) A statement indicating whether the District is in compliance with the requirements of Article XIII A, Section 1(b)(3) of the California Constitution; and
- (b) A summary of the Committee's proceedings and activities for the preceding year.

Section 4.0 AUTHORIZED ACTIVITIES

4.1 In order to perform the duties set forth in Section 3.0, the Committee may engage in the following authorized activities:

- (a) Receive and review copies of the District's annual independent performance audit and annual independent financial audit required by Article XIII A of the California Constitution.
- (b) Inspect school site facilities and grounds for which Bond Proceeds have been or will be expended, in accordance with any access procedure established by the Superintendent or designee.
- (c) Review the District's efforts to maximize Bond Proceeds in ways designed to: (1) reduce costs of professional fees or site acquisition; (2) incorporate efficiencies in

school site design; (3) encourage joint use of core facilities; or (4) involve cost-effective and efficient reusable facility plans.

(d) Receive and review copies of any deferred maintenance plans or proposals developed by the District

4.2 Any Committee requests for copies or inspection of District records shall be made in writing to the Superintendent or designee.

Section 5.0 MEMBERSHIP

5.1 Number. The Committee shall consist of at least seven members, as follows:

- (a) one member who is active in a business organization representing the business community located within the District;
- (b) one member active in a senior citizens' organization;
- (c) one member who is the parent or guardian of a child enrolled in the District;
- (d) one member who is both a parent or guardian of a child enrolled in the District and active in a parent-teacher organization; and
- (e) one member who is active in a bona fide taxpayer's organization.
- (f) additional at-large members from the community as deemed appropriate by the Board.

5.2 Qualification Standards.

(a) To be a qualified member of the Committee, a person must:

- (1) be at least 18 years of age and a citizen of the state in accordance with Government Code section 1020;
- (2) not be an employee or elected official of the District; and
- (3) not be a vendor, contractor, or consultant of the District.

(b) If a member fails to meet the qualification standards set forth above at any time during the term of service, such member shall be disqualified and the position shall be declared vacant. The Board shall appoint a new person to serve the remainder of the term, in accordance with the appointment process set forth in Section 5.3 below.

5.3 Appointment. The Board shall appoint members to the Committee as necessary. Prior to appointment, the District Superintendent shall conduct a selection process to ensure that each person appointed meets the qualification standards set forth in Section 5.2. When an appointment is necessary to fill a vacancy, the Superintendent shall ensure that a nomination is received from a like organization or category as the Committee member whose position is vacant.

5.4 Ethics; Conflicts of Interest. By accepting appointment to the Committee, each member agrees to comply with Article 4 (commencing with Section 1090) and 4.7 (commencing with Section 1125) of Division 4 of Title 1 of the Government Code and the Political Reform Act (Gov. Code §§ 81000, *et seq.*), and to complete the Form 700 as required by certain designated employees of the District. Additionally, each member shall comply with the Committee Ethics Policy attached as Attachment A to these Bylaws.

5.5 Term. Each member of the Committee shall serve for a term of two years and for no more than two consecutive terms. Upon initial formation of the Committee, members shall draw lots to select four members who will automatically serve two, two-year terms.

5.6 Removal; Vacancy. The Board may remove any Committee member for cause, including failure to attend three consecutive committee meetings. Upon the removal of a member, his or her seat shall be declared vacant. The Board shall fill any vacancies on the Committee in accordance with the appointment process set forth in Section 5.3.

5.7 Compensation. The Committee members shall not be compensated for their services.

Section 6.0 MEETINGS OF THE COMMITTEE

6.1 Regular Meetings. The Committee shall establish a schedule for the date and time of regular meetings to include an annual organizational meeting to be held in June.

6.2 Location. All meetings shall be held at the administrative offices of the District located at 501 Crescent Way, Anaheim, California or other District facilities.

6.3 Procedures. All meetings shall be open and public in accordance with the Ralph M. Brown Act, Government Code Sections 54950, *et seq.* (the "Brown Act"). Meetings shall be conducted according to such procedural rules as the Committee may adopt. A majority of the number of Committee members shall constitute a quorum for the transaction of any business except adjournment.

Section 7.0 DISTRICT SUPPORT

7.1 The District shall provide to the Committee necessary technical and administrative assistance as follows:

- (a) preparation of and posting of public notices as required by the Brown Act ensuring that all notices to the public are provided in the same manner as notices regarding meetings of the Board;
- (b) provision of a meeting room, including any necessary audio/visual equipment;
- (c) preparation and copies of any documentary meeting materials, such as agendas, minutes, and reports; and

(d) retention of all Committee records and provide public access to such records, including the posting of Committee records on the Internet website maintained by the District.

7.2 District staff shall maintain all Committee records and provide public access to such records.

7.3 The District shall not use any Bond Proceeds to provide the support set forth in this Section 7.0.

Section 8. OFFICERS

The Committee shall elect a Chair and a Vice-Chair who shall act as Chair only when the Chair is absent; such positions shall continue for two-year terms. No person shall serve as Chair for more than two consecutive terms. The sole duty of the Chair shall be to moderate the meetings of the Committee to insure an orderly flow of information and ideas.

Section 9. AMENDMENT OF BYLAWS

Any amendment to these Bylaws shall approved by the Board prior to becoming effective.

Section 10. TERMINATION

The Committee shall automatically terminate and disband at the earlier of the date when (a) all Bond Proceeds are spent, or (b) all projects funded by Bond Proceeds are completed.

Section 11. APPLICABILITY OF THE CALIFORNIA LAW

The Committee was established by the District in order to comply with Sections 15278 *et seq.* of the California Education Code (the "Code"). Nothing in these Bylaws shall be interpreted in a manner that is inconsistent with the provisions of the Code.

ATTACHMENT A

INDEPENDENT CITIZENS' OVERSIGHT COMMITTEE ETHICS POLICY STATEMENT

This Ethics Policy Statement provides general guidelines for Committee members to follow. The guidelines set forth in this Statement are not exhaustive and do not excuse Committee members from existing laws, rules, policies and procedures as well as from concepts that define generally accepted good business practices and professional conduct. Committee members are expected to adhere strictly to the provisions of this Ethics Policy. All capitalized terms used herein shall have the meanings set forth in the Bylaws of the Committee.

POLICY

- **CONFLICT OF INTEREST.** A Committee member shall not make or influence a District decision related to: (1) any contract funded by Bond Proceeds, or (2) any construction project which will benefit a Committee member's outside employment, business, or personal finances or benefit an immediate family member, such as a spouse, child or parent.
- **OUTSIDE EMPLOYMENT.** A Committee member shall not use his or her authority over a particular matter to negotiate future employment with any person or organization that relates to: (1) any contract funded by Bond Proceeds, or (2) any construction project. A Committee member shall not make or influence a District decision related to any construction project involving the interests of a person with whom the member has an agreement concerning current or future employment or remuneration of any kind. For a period of two years after leaving the Committee, a former Committee member may not represent any person or organization for compensation in connection with any matter pending before the District that, as a Committee member, he or she participated in personally and substantially. Specifically, for a period of two years after leaving the Committee, a former Committee member and the companies and businesses for which the member works shall be prohibited from contracting with the District with respect to: (1) bidding on projects funded by the Bond Proceeds, and (2) any construction project.
- **COMMITMENT TO UPHOLD LAW.** A Committee member shall uphold the federal and California Constitutions, the laws and regulations of the United States and the State of California and all other applicable government entities, and the policies, procedures, rules and regulations of the District.
- **COMMITMENT TO DISTRICT.** A Committee member shall place the interests of the District above any personal or business interests of the member.

**ANAHEIM UNION HIGH SCHOOL DISTRICT
501 Crescent Way
Anaheim, CA 92803**

**CITIZENS' OVERSIGHT COMMITTEE
June 2, 2008**

MINUTES

I. Welcome/Introductions

Mr. Vanderbilt called the meeting to order at 6:01 p.m.

II. Roll Call

Present: James Vanderbilt, Irv Trinkle, Terry Goen, Patricia Rich

Staff: Tim Holcomb, John Oskoui

Absent: Tom Giedlin, Michelle Hohmann, Linda Whiteman

III. Adoption of Agenda

A motion was made by Mr. Trinkle and seconded by Mrs. Rich to adopt the agenda, the motion was carried 4 – 0.

IV. Public Comments

There were no public comments.

V. Approval of Minutes of March 3, 2008 (Exhibit A)

A motion was made by Mr. Trinkle and seconded by Mr. Goen to adopt the agenda, the motion was carried 4 – 0.

VI. Member Reports

Mr. Vanderbilt and Mr. Trinkle reported that they, along with Mrs. Hohmann had attended the April 3, 2008 Board of Trustees meeting to present the committee's annual report. Mr. Vanderbilt reported that the board was extremely pleased with the committee's report. The board's recommendation to the committee was to continue to keep abreast of Measure Z issues.

VII. Staff Update on Measure Z Program

Mr. Holcomb addressed the committee and stated that he thought the presentation made by the committee was very well received by the board. He added that staff will continue to try and recruit people for the committee in an effort to maintain a quorum at every meeting.

It was reported that the ongoing construction at Anaheim High and Katella High Schools was progressing very well. He then gave a brief recap of the construction progress for each of the two school sites. Mr. Holcomb also stated that both sites are scheduled to be ready for students during 2nd semester of the 2008-09 school year.

Mr. Trinkle complimented Mr. Holcomb on his method toward a major recovery process. A discussion took place regarding different aspects of the Measure Z process with respect to addressing the original goals, accomplishments and what remains to be done.

VIII. Discussion Items

- Year-end, unaudited financials for 2007-08 school year
- Site visits
- Public Relations committee letter regarding progress on construction projects

IX. Action Items

Mr. Holcomb asked members for their assistance in finding members for the committee.

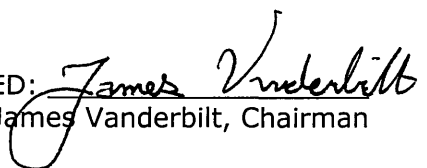
X. Items for Upcoming Meetings

None

XI. Adjournment

The meeting was adjourned at 7:20 p.m.

Respectfully Submitted by:
Lynn Nakayama, Executive Assistant

APPROVED: 
James Vanderbilt, Chairman

Next Meeting:
September 29, 2008
6:00 p.m.
AUHSD Board Room

**ANAHEIM UNION HIGH SCHOOL DISTRICT
501 Crescent Way
Anaheim, CA 92803**

**CITIZENS' OVERSIGHT COMMITTEE
September 29, 2008**

MINUTES

I. Welcome/Introductions

Mr. Vanderbilt called the meeting to order at 6:05 p.m.

II. Roll Call

Present: Michelle Hohmann, Irv Trinkle, Terry Goen, Tom Giedlin, Patricia Rich,
and Linda Whiteman

Staff: Tim Holcomb

III. Adoption of Agenda

A motion was made by Mrs. Hohmann and seconded by Mrs. Rich to adopt the agenda the motion was carried 6-0.

IV. Public Comments

There were no public comments.

V. Approval of minutes of June 2, 2008 (Exhibit A)

A motion was made by Mr. Trinkle and seconded by Mr. Hohmann to adopt the agenda, the motion was carried 6 - 0.

VI. Member Reports

Mr. Vanderbilt commented that he was pleased with the progress of the new classroom building at Anaheim High School.

VII. Staff Update on Measure Z Program

Mr. Holcomb reported that the construction projects at Anaheim and Katella are going very well. Katella High School teachers will be able to occupy the new classroom space sometime during the next week versus the start of second semester as originally scheduled. The former library building is not complete however will be ready for use as additional classrooms sometime during the middle of the current semester. The new library in the former administrative space is progressing well. The relocation of the library allowed for the addition of five additional classrooms which were not in the original design.

The installation of carpeting and ceiling tiles is complete in Anaheim High School's new classroom building. Although the building is scheduled for completion in time for second semester, as in the case of Katella High School, the building might be ready prior to the start of second semester.

Mr. Holcomb also explained that the Quality Education Investment Act (QEIA) funded the construction of 15 additional classrooms. This funding was received for Anaheim High and Sycamore Junior High Schools and allows for the construction of classrooms and restroom facilities specifically to reduce class size.

Ms. Rich asked Mr. Holcomb to advise the committee on the status of any existing litigation matters still pending. Mr. Holcomb explained that there are two, very complex, outstanding cases, Turner Construction and Netversant. Ms. Rich asked whether the district would be able to recuperate any funds from the Turner Construction Company case. Mr. Holcomb advised that he could not speak specifically about the cases without potentially prejudicing the litigation. However, he responded that damages have been stated by all parties to the Turner lawsuit and anticipates that mediation will be scheduled soon.

Ms. Rich commented on the improvement of the Loara High School parking lot. Mr. Holcomb mentioned that the changes made to the parking lot allowed for the creation of a pedestrian entry on Cerritos Avenue. The district is now working to secure a permit from the city of Anaheim that will allow for the widening of the approach at the Cerritos Avenue entrance to the parking lot.

VIII. Discussion Items

A discussion was held to determine the status of the committee members whose terms expire on September 30, 2008. As both remaining Measure Z projects should be completed within the next few months, the committee agreed to have Mr. Holcomb request that the Board of Trustees extend their terms to no later than October, 2009, with the stipulation that the committee could disband when sometime within the next year since all of the planned Measure Z projects will be completed by then. The committee is taking into account the fact that the Measure Z projects are nearly at completion and maintaining continuity of the committee would be in the best interest of the district and community.

Ms. Rich made a motion to have Mr. Holcomb request that the Board of Trustees approve new terms for Mr. Goen, Mr. Giedlin, Ms. Rich, and Ms. Whiteman under the agreed terms of the committee. Ms. Hohmann seconded the motion, the motion passed 6 – 0.

Mr. Goen left meeting at 6:35 p.m.

IX. Action Items

The committee decided that they will present their final report to the Board of Trustees in January or February, 2009, and Mr. Holcomb suggested that the committee present their report in conjunction with the grand re-opening of Anaheim and Katella High Schools.

The committee plans to coordinate and schedule site visits sometime in November, 2008.

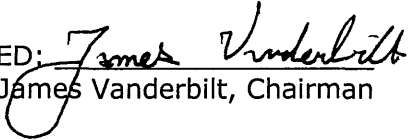
X. Items for Upcoming Meetings

Committee will work to compile their report to the Board of Trustees.

XI. Adjournment

The meeting was adjourned at 7:16 p.m.

Respectfully Submitted by:
Lynn Nakayama, Executive Assistant

APPROVED: 
James Vanderbilt, Chairman

Next Meeting:
January 5, 2009
6:00 p.m.
AUHSD Board Room

**ANAHEIM UNION HIGH SCHOOL DISTRICT
501 Crescent Way
Anaheim, CA 92803**

**CITIZENS' OVERSIGHT COMMITTEE
January 5, 2009**

MINUTES

I. Welcome/Introductions

Mr. Vanderbilt called the meeting to order at 6:00pm.

II. Roll Call

Present: James Vanderbilt, Michelle Hohmann, Irv Trinkle, Terry Goen,
Tom Giedlin

Absent: Patricia Rich, Linda Whiteman

Staff: Tim Holcomb

III. Adoption of Agenda

A motion was made by Mr. Giedlin and seconded by Ms. Hohmann to adopt the agenda the motion was carried 5-0.

IV. Public Comments

There were no public comments.

V. Approval of Minutes of September 29, 2008 (Exhibit A)

A motion was made by Mr. Trinkle and seconded by Ms. Hohmann to adopt the agenda, the motion was carried 5 - 0.

VI. Member Reports

Mr. Vanderbilt commented that he was pleased with the progress of the new classroom building at Anaheim High School and asked Mr. Holcomb to explain the material that was used to give the new building a "historical" look.

VII. Staff Update on Measure Z Program

Mr. Holcomb reported that the Katella High School project is considered to be complete and contractor has moved off site. Students and teachers have moved into all but 5 classrooms.

The contractor at Anaheim High School moved off the campus today and although there are 7 - 10 major work issues, the project is deemed successful. There are problems with defective concrete that will be corrected as well as 91 panes of glass that need to be replaced as a result of the leaks that were discovered during the recent rains. Remedial work will be taking place over the

next couple of months and possibly over the summer. The district will do everything they can to prepare for student and teacher occupation at the start of the second semester.

Mr. Holcomb explained the Measure Z presentation that was made at the December 11, 2008 board meeting, copies of which were given to each committee member. Mr. Trinkle asked Mr. Holcomb to explain how he was able to keep the "soft costs" down. Mr. Holcomb briefly stated that by cleaning up past problems with the assistance of some of the staff members in his department along with consultants who performed fantastic work, he was able to be frugal but not under-spend.

Mr. Trinkle asked Mr. Holcomb whether all lawsuits and punitive issues had been resolved. Mr. Holcomb explained that there are two major pieces of litigation still outstanding but he is hopeful that everything will be sorted out in an appropriate manner. Mr. Holcomb stressed that he is doing everything he can to ensure that all district facilities will not just be equitable, but adequate as well throughout the district.

VIII. Discussion Items

A discussion was held between the members concerning the presentation of the Measure Z audit to the Board of Trustees. The committee also discussed the possibility of making a suggestion to the board that an internal oversight committee be assembled to monitor the remaining items of the Measure Z projects.

Ms. Hohmann indicated that she would still like to make site visits to Anaheim and Katella High Schools. Mr. Holcomb suggested that the visits be advertised in the Orange County Register as meetings to avoid violating the Brown Act in the event that more than three members wanted to make the site visits. The committee tentatively set January 28, at 4:00 p.m. and February 5, 2009, at 3:30 p.m. as dates for the site visits to Anaheim and Katella respectively.

IX. Action Items

The committee decided that they will work towards presenting their final report to the Board of Trustees on March 12, 2009.

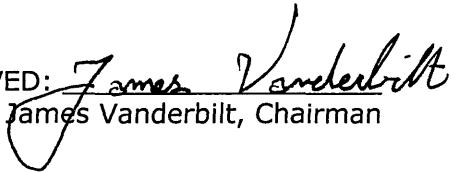
X. Items for Upcoming Meetings

Committee Reports

XI. Adjournment

The meeting was adjourned at 7:40 p.m.

Respectfully Submitted by:
Lynn Nakayama, Executive Assistant

APPROVED: 
James Vanderbilt, Chairman

Next Meeting:
January 28, 2009
4:00 p.m.
Anaheim High School

**ANAHEIM UNION HIGH SCHOOL DISTRICT
501 Crescent Way
Anaheim, CA 92803**

CITIZENS' OVERSIGHT COMMITTEE

March 30, 2009

MINUTES

I. Welcome/Introductions

Mr. Vanderbilt called the meeting to order at 6:00 p.m.

II. Roll Call

Present: James Vanderbilt, Michelle Hohmann, Irv Trinkle, Terry Goen,
Tom Giedlin

Absent: Patricia Rich, Linda Whiteman

Staff: Tim Holcomb, John Oskoui

III. Adoption of Agenda

A motion was made by Mr. Trinkle and seconded by Ms. Hohmann to adopt the agenda the motion was carried 5-0.

IV. Public Comments

There were no public comments.

V. Approval of Minutes of January 5, 2009 (Exhibit A)

A motion was made by Mr. Trinkle and seconded by Ms. Hohmann to adopt the agenda, the motion was carried 5 - 0.

VI. Member Reports

Mr. Trinkle reviewed the audit sub-committee report which was structured using the same format as the previous sub-committee report. A discussion ensued regarding how the recommendation should be worded. Mr. Goen asked a question regarding the last paragraph's reference to the possible creation of a similar committee being formed and wondered if the potential for new bond measure and new body would be affected. Mr. Trinkle explained that a new body would have to be formed in the event of a new bond measure. Mr. Vanderbilt acknowledged that he knows the district is moving forward with surplus property to seek additional funding but with current budget, determination of future oversight is unknown.

Mr. Holcomb explained how remaining projects will be completed \$32million earmarked using existing district accounts.

The committee discussed whether the last paragraph should be removed and placed on the executive summary.

Ms. Hohmann reported on the status of the outreach sub-committee report. Site visits to Anaheim and Katella were conducted by Mr. Holcomb. Ms. Hohmann and Mr. Goen attended both the Anaheim and Katella site visits and Mrs. Rich attended the Katella site visit. Ms. Hohmann feels the outreach sub-committee report should be easy to compose, and in speaking with site personnel, had received no negative feedback.

Mr. Goen reported that he was impressed with the quality of the construction and layout of the classrooms. Mr. Goen commended Mr. Holcomb on his ability to explain the functionality of the construction projects.

VII. Staff Update on Measure Z Program Update

Mr. Holcomb reported that the new buildings at Anaheim High School are occupied and the removal of all the portables has been completed. Mr. Holcomb also reported that the district's next project will be the re-construction of two regulation-sized softball fields in the area where basketball courts, parking, and district storage were formerly located. Work still remains behind the administration building along with repair of drainage problems, and upgrading of the landscape. A painting contract for Anaheim High School has been awarded and Mr. Holcomb reported that the district had received favorable pricings for the project.

Mr. Holcomb reported that there are plans to improve the landscaping, quad, and other areas at Katella High School. Mr. Holcomb mentioned that Mr. Oskoui has been busy working on other design projects for other various sites. Ms. Hohmann asked Mr. Holcomb whether the district was planning to hold a grand re-opening at the sites to "restore the crown jewel in the districts' crown." Mr. Holcomb responded that the district has plans for a grand re-opening in the fall after school opens. "

VIII. Discussion Items

There was a discussion regarding the committee's presentation of their report to the Board of Trustees at a future meeting. Mr. Holcomb mentioned that Lynn Nakayama would be available to assist the committee with formatting and compiling the necessary documents for the committee's report. One reason for this is due to the Board of Trustees' request for professional documentation. Mr. Vanderbilt had a question regarding the request for professional documentation and was concerned that any changes or amendments to the documents could be construed as "scrubbing" of the report. Mr. Vanderbilt felt that the overall theme and nuances of committee's report should be kept intact.

The committee decided that the framework for their report will remain the same as the last report and would include; the executive summary, financial and community outreach reports, meeting minutes, by-laws, committee member list, and acknowledgements. Mr. Holcomb reminded the committee to be aware of the

potential of violating the Brown Act when discussing the various sub-committee and committee reports.

The committee members will get their items to Lynn Nakayama by the end of the business day on April 7, 2009 for preparation for the May 14, 2009, Board of Trustees meeting. Mr. Holcomb requested that all committee members attend the May 14th board meeting as it would be a good opportunity for board members to thank the committee.

IX. Action Items

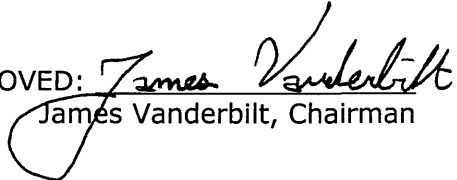
The committee decided that there would be no future meetings presuming the board will allow the committee to disband. In the event the committee is asked to continue, a tentative meeting date of June 1, 2009 was calendared.

X. Items for Upcoming Meetings

XI. Adjournment

The meeting was adjourned at 7:08 p.m.

Respectfully Submitted by:
Lynn Nakayama, Executive Assistant

APPROVED: 
James Vanderbilt, Chairman

Next Meeting:
June 1, 2009
6:00 p.m.
Board Room

BEFORE THE
BOARD OF TRUSTEES OF THE
ANAHEIM UNION HIGH SCHOOL DISTRICT
STATE OF CALIFORNIA

In the Matter of the Accusations Re:

OAH No. 2009031200

The Reduction in Force of 49 Full-Time
Equivalent Positions,
Respondents.

PROPOSED DECISION

This matter was heard by Erlinda G. Shrenger, Administrative Law Judge, Office of Administrative Hearings, State of California, on April 20, 2009, in Anaheim, California.

Stutz Artiano Shinoff & Holtz, by Jack M. Sleeth, Jr. and Jeanne Blumenfield, Attorneys at Law, represented the Anaheim Union High School District (District).

Reich, Adell & Cvitan, by Carlos Perez, Attorney at Law, represented the Respondent teachers listed as numbers 1 through 46 on Attachment "A" attached hereto. The 46 Respondent teachers were present at the hearing except for William Hoffman, Laura Karels, and Clinton Perales.

No appearance was made by or on behalf of Respondents Phillip Hohensee, Lena Shupper, and Zachary Tilson, who are listed as numbers 47 through 49 on Attachment "A."

Oral and documentary evidence was received, and argument was heard. The record was closed and the matter was submitted on April 20, 2009. Thereafter, by agreement of the parties, on April 22, 2009, the parties submitted a Joint Stipulation to the Administrative Law Judge which amended the District's seniority list (Exhibit 7) as to Respondents Corey Hauge, Kenneth Hokuf, and Alejandro Ramirez. The record was reopened and the Joint Stipulation dated April 22, 2009, was marked and admitted in evidence as Exhibit B. Thereafter, the record was closed and the matter was resubmitted on April 22, 2009.

SUMMARY OF PROPOSED DECISION

The Board of Trustees (Governing Board) of the District determined to reduce particular kinds of services provided by teachers and other certificated employees for budgetary reasons. The decision was not related to the competency and dedication of the individuals whose services are proposed to be reduced or eliminated.

District staff carried out the Governing Board’s decision by using a selection process involving review of seniority. The selection process was in accordance with the requirements of the Education Code.

FACTUAL FINDINGS

1. Joseph M. Farley, Ed.D., is the Superintendent of the District and his actions were taken in that official capacity.
2. Russell Lee-Sung is the Assistant Superintendent for Human Resources of the District and his actions were taken in that official capacity.
3. Respondents are certificated employees of the District.
4. Board Resolution No. 2008/09-HR-1, adopted on March 5, 2009, proposed a layoff of 77 full-time equivalent (FTE) certificated employees due to the reduction or elimination of the following particular kinds of services:

<u>Service</u>	<u>FTE</u>
Director of Human Resources	1
Assistant Superintendent	1
Counselors	2
Class Size Reduction (CSR)	45
Credit Recovery	6
Special Education	15
French Program @ one site	1
BTSA Program Specialist	1
P.E.	4
Work Experience	1
 Total FTE Reduction	 77

5. The Governing Board directed the Superintendent or his designated representative to send appropriate notices to all employees whose positions would be affected by virtue of the Board's action.
6. Tie-breaker criteria for determining the relative seniority of certificated employees who first rendered paid service on the same date are established by the following: Article 9.12 of the teachers’ Collective Bargaining Agreement (Exhibit 2); Board Policy 6316.01 (Exhibit 3); and the Memorandum of Understanding (MOU) between the Governing Board and the teachers’ association (Exhibits 4 and 9). In total, these documents provide that the order of termination shall be based on the needs of the District and its students in accordance with the criteria stated therein.

7. Assistant Superintendent Lee-Sung is the primary person responsible for implementing the layoff pursuant to Board Resolution No. 2008/09-HR-1.

8. Before March 15, 2009, the District served 71 certificated employees a written notice that it had been recommended that notice be given to them, pursuant to Education Code sections 44949 and 44955,¹ that their services would not be required for the next school year.

9. Respondents are the 49 certificated employees who timely requested a hearing, in writing, to determine if there is cause for not reemploying them for the ensuing school year.

10. Assistant Superintendent Lee-Sung made and filed Accusations against Respondents. The Accusation with required accompanying documents were timely served on Respondents.

11. The District received notices of defense from all but two of the Respondents. Respondents Ruth Espino and Clinton Perales did not file a notice of defense; however these two respondents were represented at the hearing by Reich, Adell & Cvitan without objection from the District.

12. All prehearing jurisdictional requirements have been met.

13. The services set forth in Factual Finding 4 are particular kinds of services (PKS) which may be reduced or discontinued within the meaning of section 44955.

14. The Governing Board took action to reduce or discontinue the services set forth in Factual Finding 4 due to the District's fiscal crisis and need to reduce services to balance its budget for the welfare of students. The State's budget crisis and unprecedented budget cuts have impacted the District's ability to meet its financial obligations for the next school year. The District started the current school year with a \$17 million reduction in budget, and then had to make additional mid-year budget cuts totaling \$7.9 million.

15. The reduction of services set forth in Factual Finding 4 is related to the welfare of the District and its pupils, and it has become necessary to decrease the number of certificated employees as determined by the Governing Board. The Board's decision to reduce the identified services was neither arbitrary nor capricious, and was a proper exercise of its discretion.

16. The District properly created its seniority list by determining the first day of paid service of each certificated employee and properly utilized reasonable "tie-breaker" criteria when necessary. There were a few situations where ties could not be broken under the tie-breaker criteria. The District has not yet taken action to break the ties. If necessary, the District will use a coin toss to break the ties, with representatives of the teachers' union present.

¹ All further references are to the Education Code, unless otherwise indicated.

17. The District properly considered all known attrition, resignations, and retirements in determining the actual number of necessary layoff notices to be delivered. (*San Jose Teachers Association v. Allen* (1983) 144 Cal.App.3d 627, 636.)

18. The decision to reduce services was not related to the competency and dedication of the individuals whose services are proposed to be reduced or eliminated.

19. The parties, pursuant to the Joint Stipulation, agreed to amend the District's seniority list (Exhibit 7) as follows:

A. The first date of paid service of Respondent Corey Hauge (#1115) is changed from September 5, 2005, to February 7, 2005.

B. The first date of paid service of Respondent Kenneth Hokuf (#1204) is changed from September 5, 2006, to October 11, 2007.²

C. The first date of paid service of Respondent Alejandro Ramirez (#1366) is changed from October 31, 2007, to October 1, 2007.

No argument was made that these changes in seniority dates would change the layoff status of these three Respondents.

20. Dale Miller (#1368) disputes his seniority date of November 13, 2007. As he argued in last year's layoff proceeding³, Respondent Miller contends his seniority date should be September 4, 2007. On that date, he was hired by the District as a long-term substitute to teach health science. He became a probationary employee ("Prob-0") on November 13, 2007. The delay between September 4 and November 13 had to do with resolving an issue regarding his credential. Respondent Miller does not dispute the finding from last year's layoff hearing that he did not work more than 75 percent of the school year in the substitute position. Under section 44918, a substitute teacher who serves less than 75 percent of the school year is not entitled to the same rights as a full time teacher hired as a probationary employee. Thus, Respondent Miller has not established sufficient service under his contract as a substitute teacher to qualify for an earlier seniority date.

21. Thomas Edward Link (#1360) was assigned a seniority date of September 6, 2007. He contends that his seniority date should be September 4, 2007. Although school started on his campus on September 6, 2007, Respondent Link was on campus attending training and completing paperwork on September 4 and 5. Respondent Link does not recall

² The Tie-Breaker Worksheet (Exhibit 10) shows the corrected seniority dates for Respondents Hauge and Ramirez, consistent with the Joint Stipulation. However, the Worksheet shows Respondent Hokuf's seniority date as October 11, 2006, instead of October 11, 2007, as stated in the Joint Stipulation.

³ See OAH Case Number L2008030466.

whether he was paid by the District for attending training on September 4 or 5. Under section 44845, a probationary or permanent employee is deemed to have been employed "on the date upon which he first rendered paid service in a probationary position." Respondent Link is not entitled to change his seniority date because he failed to establish he was "paid" to attend the District's in-service training on September 4, 2007.

22. Kerri Fenton (#1105) was assigned a seniority date of September 6, 2005, which she does not dispute. Respondent Fenton is a physical education teacher at Cypress High School. Respondent Fenton teaches with a physical education credential, but has built a specialized program in dance at her school. She believes the elimination of her position will result in the elimination of the dance program. Respondent Fenton knows of only two other dance teachers in the District. Respondent Fenton acknowledged that no other teacher is being retained who has less seniority than her.

23. (A) David Dell Perkins (#1286) is currently the head football coach at Magnolia High School. He also has a full-time teaching assignment as a physical education (P.E.) instructor. He teaches P.E. for four periods a day and sixth period is for football. Respondent Perkins contends that, under section 44955, subdivision (d)(1), he should be allowed to retain his position because he can show there is a "specific need" for his services as head football coach. Respondent Perkins, who has 34 years experience as a football coach, was hired to resurrect Magnolia's football program, which he has done. Respondent Perkins has no coaching staff, and there are no other employees at his school who can serve in his position. Respondent Perkins' reliance on section 44955, subdivision (d)(1), is misplaced, as that provision applies to school districts and allows school district's to deviate from terminating employees in order of seniority. The statute does not apply to an employee seeking to avoid layoff.

(B) Respondent Perkins also contends that, if his current position as football coach is eliminated, he is competent and certificated to move into a position at his school to supervise students sent to "on-campus suspension." He testified that this position at his school is currently filled by a long-term substitute. Respondent Perkins has been at four different high schools where he was in charge of on-campus suspensions, and has eight years of experience in that area. Respondent Perkins was informed that the on-campus suspension position only requires a teaching credential, which he has. Respondent Perkins has a seniority date of March 1, 2007. No evidence was presented that his level of seniority would entitle him to move into the on-campus suspension position.

24. Denise Dare (#1188) was assigned a seniority date of September 5, 2006. She does not dispute that date. Respondent Dare contends she was identified for layoff because of incorrect information regarding her credential. Respondent Dare reviewed the first seniority list that came out on February 17, 2009, and discovered that she was incorrectly designated as having a "preliminary" single-subject credential. On February 23, 2009, which was the deadline for submitting updated information to the District, Respondent Dare provided the District with updated information showing her "clear" single-subject credential. Respondent Dare's principal told her that she had received a layoff notice because she did not have a

"clear" credential. Respondent Dare received confirmation from Assistant Superintendent Lee-Sung that she had a clear credential as of March 12, 2007. Respondent Dare is tied with several other employees having a seniority date of September 5, 2006. After tie-breaking criteria is applied, Respondent Dare is still subject to layoff, but ranked second in terms of her re-employment rank and tie-breaking rank. Her status in this layoff proceeding is not based solely on her credential information.

25. The parties stipulated that Respondent Roberta Dieter (#1391) is a permanent employee for the 2008-2009 school year. There is no dispute as to her seniority date of October 15, 2008. The change in her classification from probationary to permanent does not affect her status as a certificated employee slated for layoff.

26. No junior certificated employee is scheduled to be retained to perform services which a more senior employee is certificated and competent to render.

LEGAL CONCLUSIONS

1. Jurisdiction for the subject proceeding exists pursuant to sections 44949 and 44955, by reason of Factual Findings 1-12.

2. The District must be solvent to provide educational services, and cost savings are necessary to resolve its financial crisis. The Governing Board's decision was a proper exercise of its discretion. The anticipation of receiving less money from the state for the next school year is an appropriate basis for a reduction in services under section 44955. As stated in *San Jose Teachers Association v. Allen* (1983) 144 Cal.App.3d 627, 638-639, the reduction of particular kinds of services on the basis of financial considerations is authorized under that section, and, "in fact, when adverse financial circumstances dictate a reduction in certificated staff, section 44955 is the only statutory authority available to school districts to effectuate that reduction."

3. The services listed in Factual Finding 4 are determined to be particular kinds of services within the meaning of section 44955, by reason of Factual Findings 4 and 13.


4. Cause exists under sections 44949 and 44955 for the District to reduce or discontinue the particular kinds of services set forth in Factual Finding 4, which cause relates solely to the welfare of the District's schools and pupils, by reason of Factual Findings 1-26.

5. Cause exists to reduce the number of certificated employees of the District due to the reduction of particular kinds of services. The District's decision to reduce or discontinue the identified services was neither arbitrary nor capricious, and relates solely to the welfare of the District's schools and pupils within the meaning of section 44949. (See Factual Findings 1 through 26.) The District may give final notices to Respondents as set forth in the Order below.

ORDER

The District may give notices to the 49 employees listed on Attachment "A" attached hereto that their services will not be required for the 2009-2010 school year because of the reduction of particular kinds of services.

DATED: May 4, 2009


ERLINDA G. SHRENGER
Administrative Law Judge
Office of Administrative Hearings

ATTACHMENT "A"

LIST OF RESPONDENTS
OAH Case No. 2009031200
Hearing Date: April 20, 2009

Respondents Represented by Reich, Adell & Cvitan

- | | |
|-------------------------|--------------------------------|
| 1. Artis, Kimberly | 24. Karels, Laura M. |
| 2. Chavez, Blanca | 25. Kennedy, Jennifer |
| 3. Chung, Helen | 26. Link, Thomas |
| 4. Cortes, Brian | 27. Long Garrett |
| 5. Curchley, Lara | 28. MacCaskey, Jessica |
| 6. Dare, Denise | 29. Miller, Dale |
| 7. Decker, Lisa | 30. Monera, April Z. |
| 8. Dieter, Roberta L. | 31. Muniz, Jennifer |
| 9. Dunn, Molly | 32. Ornelas, Tammy |
| 10. Espino, Ruth | 33. Parent, Wendy L. |
| 11. Fagan, Brenda K. | 34. Parks, Larry |
| 12. Fenton, Kerri | 35. Perales, Clint |
| 13. Fickbohm, Robert | 36. Perkins, David |
| 14. George, Deborah M. | 37. Quintero-Vasquez, Angelica |
| 15. Gonzalez, Laura | 38. Ramirez, Alejandro |
| 16. Gragnano, Ethan | 39. Rubio, Gabriela |
| 17. Hauge, Corey | 40. Suratt, Rod |
| 18. Hernandez, Monique | 41. Sutter, Ashley |
| 19. Hoffman, Amber | 42. Stegall-Chant, Pamela |
| 20. Hoffman, William B. | 43. Valenzuela, Sarah |
| 21. Hokuf, Kenneth | 44. Woods, Sarah K. |
| 22. Ishino, Chason | 45. Williams, Cynthia |
| 23. Jimenez, Jessica | 46. Sanchez, Carissa |

Respondents Not Represented by Reich, Adell & Cvitan

- 47. Hohensee, Phillip
- 48. Shupper, Lena
- 49. Tilson, Zachary

**RESOLUTION OF THE BOARD OF TRUSTEES
OF THE ANAHEIM UNION HIGH SCHOOL DISTRICT
CONCERNING OFFICE OF ADMINISTRATIVE HEARING
CASE NO. 2009031200**

RESOLUTION NO. 2008/09-BOT-06

May 14, 2009

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

WHEREAS, the Board of Trustees of the Anaheim Union High School District determined that there is a budgetary need to reduce particular kinds of services provided by teachers, and other certificated employees; and

WHEREAS, district staff carried out the board's decision by using a selection process involving a review of seniority, in accordance with the requirements of the Education Code; and

WHEREAS, before March 15, 2009, the district personally served each employee impacted by the reduction of particular kinds of services, a notice that his or her services may not be required for the next school year; and

WHEREAS, each employee's notice set for the reasons for the recommendation to reduce services and noted that the board had passed a resolution reducing the certificated staff by 77 full-time equivalent (FTE) positions, including 71 classroom teachers; and

WHEREAS, notices were properly served and/or respondents signed acknowledgments that the notices had been received; and

WHEREAS, 49 certificated employees each timely requested, in writing, a hearing to determine if there was cause for not reemploying them for the ensuring school year; and

WHEREAS, Superintendent Joseph M. Farley filed accusations against each of the respondents, and timely served upon the responding employees the accusations, with required accompanying documents and Notices of Defense; and

WHEREAS, Administrative Law Judge Erlinda G. Shrenger of the Office of Administrative Hearings, in an order dated May 4, 2009, ordered that the district may give notices to the classroom teachers occupying 71 full-time equivalent certificated positions that their services will not be required for the 2009-2010 school year because of the reduction of particular kinds of services; and

WHEREAS, the district has considered positively assured attrition to determine the exact number of certificated employees that their services will not be required for the 2009-2010 school year and applied tie-breaking criteria.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees determined that the services of 46 certificated employees listed below shall be terminated at the close of the current school year. In accordance with the law governing these procedures, said notice shall be served upon the respondents. This decision of the Board of Trustees is effective immediately.

Artis, Kimberly	Kennedy, Jennifer
Chavez, Blanca	Kung, Pamela
Cruchley, Lara	Lopez, Bruno
Davis, Joan	MacCaskey, Jessica
Decker, Lisa	Meehan, Lacey
Dieter, Roberta	Monera, April
Dunn, Molly	Ornelas, Tammy
Espino, Ruth	Parks, Larry
Fickbohm, Robert	Perkins, David
Fitch, Dane	Quintero-Vasquez, Angelica
Fitch, Heather	Ramirez, Alejandro
George, Deborah	Ramirez, Maritza
Gonzalez, Laura	Rubio, Gabriela
Gagnano, Ethan	Sanchez, Carissa
Heath, Jennifer	Shupper, Lena
Hernandez, Monique	Singh, Ajay
Hoffman, William	Stegall-Chant, Pamela
Hohensee, Phillip	Steiner, Sara
Hokuf, Kenneth	Swartz, Amber
Ishino, Chason	Tilson, Zachary
Jimenez, Jessica	Williams, Cynthia
Karels, Laura	Wilson, Kelly
Keiser, Derek	Wood, Sara

The foregoing resolution was passed and adopted at the regular meeting of the Board of Trustees, on May 14, 2009, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

STATE OF CALIFORNIA)
)
)
)
)
)
)
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 foregoing resolution was duly and regularly adopted by the said Board of Trustees at the regular meeting thereof held on the 14th of May 2009 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 14th day of May 2009.

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**

**RESOLUTION OF INTENTION TO SELL SURPLUS REAL
PROPERTY AND CALLING FOR BIDS
RESOLUTION NO. 2008/09-F-03**

May 14, 2009

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

WHEREAS, procedures for the sale of surplus property by a public school district are set forth in Education Code Sections 17455 -17484; and

WHEREAS, the Anaheim Union High School District (the "District") owns real property consisting of approximately 4 acres of land, including a two-story office building and adjacent parking lot, located on the 525 North Muller Avenue, Anaheim, California, Assessor's Parcel Numbers 072-071-033 and 034, in the city of Anaheim, ("City"), in the County of Orange, California, (the "Property"); and

WHEREAS, the Board of Trustees has determined that the Property is surplus and no longer necessary for the District's use, and the board desires to offer the Property for sale in accordance with the procedures set forth in Education Code Sections 17455 -17484, Government Code Sections 54220-54232, and other applicable law; and

WHEREAS, the District has offered to sell the Property to specified entities as required by Education Code Section 17464 and Government Code section 54222; and

WHEREAS, no public entity(ies) expressed interest in making an offer to purchase the Property within the statutory period; and

WHEREAS, the District also published notice of its intent to sell the Property as required by Education Code Section 17464 on or about January 29, 2009, February 5, 2009, and February 12, 2009, to which no additional public agency either responded or notified the District of its intent to offer to purchase the Property; and

WHEREAS, the Board of Trustees now desires to call for sealed written bids and conduct a public auction for the purchase of the Property pursuant to Education Code Section 17472 and 17473 in accordance with the terms and procedures hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of the Anaheim Union High School District, that this board hereby resolves that the recitals listed above are true, and finds and declares the Property to be surplus and further declares that it is the intention of this board to offer the Property for sale in accordance with state law, and according to the following terms and procedures:

Section 1. Opening of Bids. At a regular meeting of the Board of Trustees to be held on June 25, 2009, at the hour of 6:00 p.m., in the regular meeting room of the Board of Trustees located at 501 Crescent Way, Anaheim, California, the Board of Trustees will open and examine sealed bids to purchase the Property.

Section 2. Minimum Sale Price. The minimum written acceptable bid for the Property shall be eight million five hundred thousand dollars (\$8,500,000). Any oral bid submitted at the public auction must exceed the highest written bid received by the District by at least 5 percent.

Section 3. Requirements and Qualifications for Sealed Written Bids.

A. Mandatory Bid Form. Each sealed written bid must be submitted on the District's mandatory bid form ("Bid Form"), available at the Facilities Office located at 501 Crescent Way, Anaheim, California.

B. Mandatory Bid Deposit. Each Bid Form must be submitted with a bid deposit in the amount of four hundred twenty-five thousand dollars (\$425,000) ("Bid Deposit"). The Bid Deposit must be paid by certified check or cashier's check payable to the Anaheim Union High School District and delivered to the Facilities Office located at 501 Crescent Way, Anaheim, California, at the same time as the Bid Form, as described in Section 3(E) below. The Bid Deposit of the successful bidder shall be applied to the purchase price of the Property as described below. Any sealed written bid submitted by a person or entity without the mandatory Bid Deposit shall not be considered.

C. Interest on the Bid Deposit. Any interest on the Bid Deposit shall be paid to and retained by the District. Such interest shall be in addition to and shall not apply towards payment of the purchase price of the Property by the successful bidder.

D. Sealed Envelope. The completed Bid Form and Bid Deposit must be placed in a sealed envelope marked "Bid Form and Bid Deposit for Surplus Property".

E. Deadline for Receipt of Sealed Written Bids. The sealed envelope containing the Bid Form and Bid Deposit must be received by the Facilities Office no later than 1:00 p.m. on June 25, 2009. Sealed written bids may be delivered to the Facilities Office located at 501 Crescent Way, Anaheim, California, between 8:00 a.m. and 5:00 p.m. Monday through Friday, excluding holidays, and until 1:00 p.m. on June 25, 2009. No sealed written bids will be accepted after 1:00 p.m. on June 25, 2009.

F. Date, Time, and Place for Opening of Sealed Written Bids. All sealed written bids for the purchase of the Property shall be opened, examined, declared, and considered by the superintendent or his/her designee on June 25, 2009, at 6:00 p.m., at the District Office Board Room located at 501 Crescent Way, Anaheim, California, during the regularly scheduled Board of Trustees meeting.

Section 4. Requirements and Qualifications for Oral Bids During Public Auction.

A. Oral Bids and Public Auction. Oral bids for purchase of the Property will be called for and considered during the public auction to be conducted by the District immediately following the opening, examination, declaration, and consideration of the sealed written bids.

B. Initial Minimum Oral Bid. The initial minimum oral bid shall be in an amount at least 5 percent over the amount of the highest sealed written bid received by the District. Any subsequent oral bids made after the initial minimum oral bid may be for any higher amount.

C. Mandatory Bid Deposit for Oral Bids. Each person intending to make an oral bid during the public auction must submit a bid deposit in the amount of four hundred twenty-five thousand dollars (\$425,000) prior to commencement of the public auction. The Bid Deposit must be paid by certified check or cashier's check payable to the Anaheim Union High School District and delivered to the superintendent or his designee, prior to the commencement of the public auction. The Bid Deposit of the successful bidder shall be applied to the purchase price of the Property as described below. Bid Deposits submitted by persons or entities as part of the sealed written bid process shall qualify that person or entity to participate in the oral bid process during the public auction.

D. Interest on the Bid Deposit. Interest on Bid Deposits paid by any oral bidders shall be paid to and retained by the District. Such interest shall be in addition to, and shall not apply towards payment of the purchase price by the successful bidder.

E. Requirement for Acceptance of Oral Bid. Final acceptance of an oral bid shall not be made until the oral bid is reduced to writing on the District's mandatory Bid Form and signed by the oral bidder.

Section 5. Acceptance of Final Bid. The final acceptance of the highest responsible bid, whether written or oral, shall be made by the board at the regular meeting to be held on June 25, 2009 at 6:00 p.m. The board reserves the right to reject any and all bids, written or oral, and to withdraw the Property from sale. The board reserves the right to determine who is a responsible bidder and also reserves the right to waive any and all defects in bids and to waive irregularities. In the event that the highest responsible bidder fails to perform, the board may, at its discretion, offer the property to the second highest bidder, reject all bids, call for new bids, or remove the Property from sale.

Section 6. Return of Bid Deposits. If the board rejects any bid, either written or oral, for failure to comply with the bid requirements, the Bid Deposit shall be returned to the bidder within ten working days after the board's rejection of the bid. If the board rejects all bids, all Bid Deposits received by the District shall be returned within ten working days after the board's final rejection of all bids. If the board accepts a bid, the Bid Deposit made by the successful bidder shall be deemed the "Initial Deposit" and shall be applied to the purchase price of the Property at the close of escrow, or retained by the District to offset damages in the event the successful bidder fails to complete the purchase of the Property for any reason. The Bid Deposits made by unsuccessful bidders shall be returned within ten working days after the board's final acceptance of the successful bid.

Section 7. Terms For Payment of the Purchase Price. The final purchase price accepted by the board shall be paid in cash by the successful bidder as follows:

A. Execution of Purchase and Sale Agreement. The successful bidder shall be required to execute a Purchase and Sale Agreement with the District consistent with the terms herein upon the board's final acceptance of the successful bid. A copy of the Purchase and Sale Agreement is available with the Bid Form and may be obtained at the Facilities Office located at 501 Crescent Way, Anaheim, California. The Bid Form shall be incorporated into the Purchase and Sale Agreement.

B. Escrow. Escrow shall be opened with a title company of the District's choice upon delivery to the escrow holder of the executed Purchase and Sale Agreement. The Purchase and Sale Agreement shall constitute the escrow instructions. Escrow shall be completed within 60 days after the board's final acceptance of the successful bid

C. Initial Deposit. The Bid Deposit paid by the successful bidder, excluding any interest paid thereon, shall constitute the Initial Deposit for the purchase price of the Property and applied to the purchase price at the close of escrow. If the successful bidder fails to complete the purchase of the Property for any reason, the Initial Deposit and any interest thereon shall be retained by the District to offset damages it sustained.

D. Additional Deposit. In addition to the Initial Deposit, the successful bidder shall be required to pay to the District the additional sum of four hundred twenty five thousand dollars (\$425,000) (the "Additional Deposit") on or before July 5, 2009. The Additional Deposit shall be paid by certified check or cashier's check payable to the Anaheim Union High School District as provided in the Purchase and Sale Agreement. If the successful bidder fails to complete the purchase of the Property for any reason, the Additional Deposit and Initial Deposit, including any interest earned thereon shall be retained by the District to offset damages it sustained.

E. Balance of Purchase Price Due on Close of Escrow. The remaining balance of the purchase price of the Property, after crediting the Initial Deposit excluding any interest earned on thereon, shall be deposited, as cash or other immediately available funds, into escrow at least one business day prior to the close of escrow.

F. Date for Close of Escrow. Escrow shall close 60 days after the board's final acceptance of the successful bid. Escrow may be extended at the sole discretion of the District.

G. Transfer of Title and Title Insurance. Title to the Property shall be conveyed to the successful bidder by grant deed upon the close of escrow. Upon close of escrow, the District shall provide a C.L.T.A. standard owner's policy of title insurance from a title insurance company selected by the District showing fee title to the Property subject to the Schedule B exceptions set forth in the preliminary title report and issued in the amount equal to the purchase price of the Property.

H. Default. In the event the successful bidder fails to perform any of its obligations or satisfy the conditions of the Purchase and Sale Agreement within the specified time, the successful bidder shall forfeit all his or her rights to purchase the Property and the District shall retain the Initial Deposit, including all interest paid thereon, to offset damages sustained by the District.

Section 8. Escrow Costs and Expenses. The District and successful bidder shall each pay one-half of all escrow fees and costs. The successful bidder shall pay all recording fees, all documentary transfer taxes, any survey or other due diligence costs, and any other fees and other real estate transaction taxes, fees, or costs by whatever name known.

Section 9. Taxes, Assessments, and Other Fees. No real property taxes have been assessed against the Property while it has been owned by the District, thus there shall be no proration of real property taxes and assessments against the Property. The successful bidder shall be responsible for all real property taxes and assessments against the Property upon transfer of title and supplemental taxes and assessments and other real property taxes assessed against the Property.

Section 10. Broker's Fees. The successful bidder will be solely responsible for payment of any finder's fee or commissions to real estate brokers or salespersons used or consulted by the successful bidder in connection with the purchase of the Property.

Section 11. As Is Sale. The Property is sold in an "As Is" condition. The sale of the Property shall be made without any warranty, express or implied, and subject to all liens, easements, encumbrances and other exceptions to title, whether recorded or not. The District makes no representations or warranties, express or implied concerning the condition of the Property, locations of property lines, the exact area of the Property, the condition of any improvements on the Property or any environmental condition affecting the Property. The District does not assume any liability for any possible encumbrances on the Property. The District makes no warranty as to existing or future zoning or availability of utilities. The preliminary title report is available for review and copying at the Facilities Office located at 501 Crescent Way, Anaheim, California.

Section 12. Due Diligence and Inspection of Property. The successful bidder is responsible for inspecting the Property and completing any due diligence prior to submitting a sealed written bid or oral bid to the District for the purchase of the Property. The successful bidder shall rely solely upon its own due diligence and investigation in purchasing the Property. Any potential bidder may submit a written request to the District Office located at 501 Crescent Way, Anaheim, California, for a right of entry to review, examine, survey and/or inspect the Property at the bidder's own expense. Any and all inspections of the Property by potential bidders must be completed on or before 5:00 p.m. on June 18, 2009.

Section 13. Property Information File. All prospective bidders are encouraged to review the Property Information File that is available for review and copying at the District Office located at 501 Crescent Way, Anaheim, California. The Property Information File contains, among other information, a diagram of the Property, a legal description of the Property, the preliminary title report, and other documents pertaining to the Property.

Section 14. Time is of the Essence. Time is of the essence in the performance of each of the duties and obligations of the successful bidder as provided in the Purchase and Sale Agreement.

Section 15. Applicability of Developer Fees. The Property is and at all times shall remain subject to the payment of developer fees for school facilities impacts prior to issuance of building permits for construction of any structure on the Property, as mandated by state law and District policies in effect at the time of issuance of building permits.

Section 16. Compliance with Applicable Laws. The successful bidder shall comply with all applicable state, federal, and local laws with respect to the Property.

Section 17. Posting of Notices. The Secretary to the Board is hereby directed to post copies of this Resolution of Intention signed by the Board in three public places in the District, not less than 15 days before the opening of bids on June 25, 2009. The Secretary to the Board of Trustees is further directed to publish a copy of this Resolution in a local newspaper of regular circulation in the District once a week for three successive weeks before the opening of bids on June 25, 2009.

IN WITNESS WHEREOF, the Board of Trustees of the Anaheim Union High School District, hereby approves and adopts this Resolution of Intention.

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees of the Anaheim Union High School District this 14th day of May 2009, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

President of Board of Trustees
Anaheim Union High School District

ATTEST:

Joseph M. Farley, Ed.D.
Superintendent and
Secretary to the Board of Trustees
Anaheim Union High School District

MEMORANDUM OF UNDERSTANDING

Between the
 Anaheim Union High School District
 And the
 Anaheim Secondary Teachers Association

Clarification of Principal's Exemption of Unit Members During Surplus

Anaheim Union High School District (AUHSD) and Anaheim Secondary Teachers Association (ASTA) agree to the following clarification of the surplus language in Article 9.5 of the collective bargaining agreement.

The local administrator will utilize the established system as outlined in 9.5 and shall make the transfer accordingly.

However, 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" within the school. The District has discretion to exempt a maximum of two unit members within a school site considering certain factors listed below.

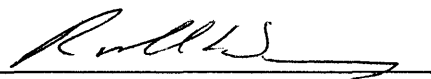
The Principal may consider the following into the decision to exempt a unit member:

- Coordinator/Director/Advisor of a unique, special event or activity that occurs at the school site.
- Coordinator/Director/High School Head Coach of a high profile or unique program.
- A teacher who is qualified and interested to teach an existing high-level or specialized course that no other teacher at the site is qualified and interested to teach.

The Principal may not consider the following into the decision to exempt a unit member:

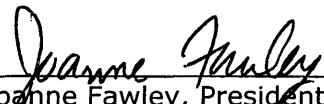
- Use of a particular instructional methodology.
- Committee participation or chairmanship.
- Partnership with another teacher (i.e. inclusion, team teaching, job-sharing, etc.)
- Specialized training that does not lead to one of the considerations listed above.
- Assignments that can be filled with other qualified and interested personnel at the site.

The intent of this section is to allow the principal to sustain courses, programs, events and activities at the school site and to avoid its elimination due to the loss of key personnel.



 Russell Lee-Sung
 Assistant Superintendent,
 Human Resources

5-5-09
 Date



 Joanne Fawley, President
 ASTA

5-4-09
 Date



CHAPMAN
University
Orange, California 92866

SUPERVISED FIELDWORK AGREEMENT

Please check below all the applicable supervised fieldwork your District will be participating with Chapman University.

TEACHER EDUCATION

SCHOOL PSYCHOLOGY

COMMUNICATION SCIENCES/DISORDERS

SCHOOL COUNSELING

EDUCATION ADMINISTRATION

THIS AGREEMENT, entered into by and between the Chapman University College of Educational Studies of Chapman University, hereinafter called the "UNIVERSITY," and the Anaheim Union High School District, hereinafter called "FIELDWORK SITE."

I. RESPONSIBILITIES OF THE UNIVERSITY

- A. The UNIVERSITY will assure the student shall have completed the necessary educational prerequisites, if so required, to be eligible for supervised fieldwork.
- B. The UNIVERSITY shall designate a faculty or staff member to coordinate, consult, and collaborate with the Speech Language Pathologist (SLP) or district designee of the FIELDWORK SITE, the activities of each student assigned to FIELDWORK SITE and student fieldwork experience.
- C. The UNIVERSITY shall complete periodic observations and/or evaluations of the student regarding his/her performance at the FIELDWORK SITE as per arrangement between the UNIVERSITY faculty or staff member and the FIELDWORK SITE supervisor.
- D. The UNIVERSITY may provide monetary compensation for services rendered by the FIELDWORK SITE in an amount not to exceed the actual cost of the services rendered by the FIELDWORK SITE per Appendix A.

II. RESPONSIBILITIES OF THE FIELDWORK SITE

- A. The FIELDWORK SITE shall provide students with experiences with a student population that is diverse in terms of ethnicity, culture, language, socio-economics and/or special needs.
- B. The FIELDWORK SITE staff will promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FIELDWORK SITE or involving employees or agents of the FIELDWORK SITE, to take prompt and effective remedial action when discrimination or harassment is found to have occurred, and to promptly notify the UNIVERSITY of the existence and outcome of any complaint of harassment by, against, or involving any participating student.
- C. The FIELDWORK SITE staff will provide, upon request by any participating student, such reasonable accommodations at the FIELDWORK SITE as required by law in order to allow qualified disabled students to participate in the program.

- D. To provide for emergency health care of the student in case of accident at the expense of the student.
- E. To provide all participating students with a copy of the FIELDWORK SITE'S rules, regulations, policies, and procedures with which the students are expected to comply and notify the UNIVERSITY of any change in its personnel, operation, or policies which may affect the field education experience.
- F. Comply with all federal, state and local statutes and regulations applicable to the operation of the program, including without limitation, laws relating to the confidentiality of student records.
- G. The FIELDWORK SITE staff shall comply with APPENDIX VI-B of the Council of Academic Accreditation (CAA) document regarding the FIELDWORK SITE's supervision of UNIVERSITY students.

III. THE PARTIES MUTUALLY AGREE

- A. The FIELDWORK SITE shall provide field experiences in such schools or classes of the FIELDWORK SITE and under the direct supervision and instruction of such employees of the FIELDWORK SITE, as specified by the duly authorized representatives of the FIELDWORK SITE and the UNIVERSITY. Specifically, SLP students will be supervised by a district employed speech language pathologist with a master's degree in the field who currently holds a Certificate of Clinical Competence (CCC).
- B. The FIELDWORK SITE may, for good cause, refuse to accept for field experiences, or terminate the field experience assignment of any student of the UNIVERSITY assigned to the FIELDWORK SITE in writing. Prior to removal of a student, the FIELDWORK SITE shall consult with the UNIVERSITY about its concerns and proposed course of action. The UNIVERSITY may terminate the field experience assignment or student teaching assignment of any student of the UNIVERSITY at the FIELDWORK SITE and shall do so if the FIELDWORK SITE so requests.
- C. Neither party shall discriminate in the assignment of students on the basis of race, color, disability, sex, religion, national origin, ancestry, or any other basis prohibited by law.
- D. Both parties agree to provide evidence of insurance as follows:
 - a. Commercial General Liability Insurance, written on an occurrence form, with limits as follows:

i. Each Occurrence	\$1,000,000
ii. Products/Completed Operations Aggregate	\$1,000,000
iii. Personal and Advertising Injury	\$1,000,000
iv. General Aggregate	\$3,000,000

 - v. Each party agrees to name the other party as an additional insured as their interests may appear relative to all operations under the term of this Agreement.
 - b. Business Automobile Liability Insurance for owned, scheduled, non-owned, and hired automobiles with a combined single limit of not less than \$1,000,000 per occurrence.
 - c. Workers' compensation insurance as required by state law within the site of operations of this Agreement, with employer's liability limits of \$1,000,000/\$1,000,000/\$1,000,000.
 - d. Professional liability insurance coverage for all students and professional staff participating under the terms of this Agreement, with limits in the minimum amount of one million dollars (\$1,000,000) per claim or per occurrence and one million dollars (\$1,000,000) in the aggregate. If such insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance

shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

- e. The Insured party shall provide a Certificate of Insurance, satisfactory to the other party, evidencing the above coverages, said Certificate of Insurance to provide for thirty (30)-days advance written notice to the other party of any modification, change, or cancellation of any of the above insurance coverage.
 - f. Each insurance policy shall be issued by an insurance company authorized to do business in the State or eligible surplus lines insurer acceptable to the State and having agents in California to whom service of process may be made, and currently rated by A.M. Best as "(A-) IX" or better.
- E. The UNIVERSITY agrees to indemnify, save harmless, and defend the FIELDWORK SITE, its agents, and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the FIELDWORK SITE because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due to the negligence of the UNIVERSITY, its agents, employees, or students.
- F. The FIELDWORK SITE agrees to indemnify, save harmless, and at the UNIVERSITY'S request, defend the UNIVERSITY, its agencies and employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon the UNIVERSITY because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement, and due or claimed to be due to the negligence of the FIELDWORK SITE, its agents, or employees.
- G. The parties agree the students considered learners who are fulfilling specific requirements for field experiences as part of a degree requirement. Therefore, regardless of the nature or extent of the acts performed by them, students are not to be considered employees or agents of either the UNIVERSITY or the FIELDWORK SITE for any purpose including Worker's Compensation or any other employee benefit.
- H. Both parties acknowledge they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties and neither party shall so hold itself out.
- I. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- J. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below.
- (Please affix a label with contact information with Fieldwork Site Information)
- Chapman University, One University Drive
Orange, CA 92866 (P) 714-997-6590
Attn. Associate Vice-Chancellor
Ellen Curtis-Pierce Ph.D.
- K. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
- L. In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one (21) days after receipt of written notice of such default, or in the event of the

loss of WASC accreditation by the UNIVERSITY, this Agreement may be immediately terminated by the non-defaulting party.

- M. This Agreement represents the parties' final and complete agreement with regard to the subject matter contained herein. As such, it supersedes any change in, modification of or addition, amendment or supplement to this Agreement shall be valid only if set forth in writing, signed and dated by all parties hereto to the Agreement.
- N. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be Orange County, California.

IV. TERM AND TERMINATION OF AGREEMENT

- A. THE TERM of this Agreement shall be effective July 1, 2009 and shall continue in full force and effect through June 30, 2014.
- B. THIS AGREEMENT may be terminated by either the UNIVERSITY or the FIELDWORK SITE with thirty (30) days prior written notice; unless all parties agree to earlier termination.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed in their behalf by their duly authorized representatives on the day and year first above written.

For the School District: **Name & Title (Print):** Russell Lee-Sung
Assistant Superintendent, Human Resources

Signature & Date: _____

For Chapman University: Daniele Struppa, Ph.D., Chancellor

Signature & Date: _____

Appendix A
Payment for Master Teacher's for Teacher Education Fieldwork Only

I. SPECIAL PROVISIONS – RATES and PAYMENTS

- (a) \$ 250.00 Master Clinician stipend per twelve (12) week session of full-time student teaching consisting of 3 units for Speech Language Pathology candidates.

\$ 250.00 Master Clinician stipend per sixteen (16) week session of full-time student teaching consisting of 3 units for Speech Language Pathology Service Credential candidates.
- (b) \$ 250.00 Master Clinician stipend per sixteen (16) session of full-time student teaching consisting of 3 units for Speech Language Pathology Service Credential (Special Education) candidates;
- (c) Faculty Associate semester stipend of \$50 for each College of Educational Studies student completing Praxis course requirements in his/her class;
- (d) Communication Sciences and Disorders Faculty semester stipend of \$400 for the first College of Educational Studies student assigned to his/her classroom and \$300 for each additional College of Educational Studies student assigned to his/her classroom.

METHOD OF PAYMENT: Stipend is to be paid directly to the Master Clinician, Faculty Associate, or Faculty.

In the event the assignment of a UNIVERSITY student is terminated by the UNIVERSITY and/or the FIELDWORK SITE for any reason after the student has been in student teaching and has been at the assignment for a minimum of two weeks, FIELDWORK SITE shall receive payment for one assignment on account of each student as though there had been no termination of the assignment. Said payment to exceed no more than six (6) units per session of terminated assignment. In the event the field experience of a UNIVERSITY student is terminated by the UNIVERSITY and/or the FIELDWORK SITE for any reason after the student has been in the field experience for a minimum of two weeks, FIELDWORK SITE shall receive payment for one assignment on account of each student as though there had been no termination of the assignment.

Within thirty (30) days following the close of each semester or academic session of the UNIVERSITY, the FIELDWORK SITE shall submit an invoice, in triplicate, to the UNIVERSITY for payment at the rate provided therein for all field experiences provided by the FIELDWORK SITE under and in accordance with this agreement during said session. This process may be altered according to individual districts procedures as to the manner in which the invoicing will proceed so long as the parties mutually agree to such alteration in advance.

Appendix B
Specific Supervision Requirements for Each Program

Teacher Education Fieldwork:

- A. "Field Experience" as used herein and elsewhere in this agreement means active participation in the duties and function of classroom under the direct supervision and instruction of employees of the FIELDWORK SITE who hold valid teaching credentials issued by the California Commission on Teacher Credentialing, authorizing them to serve as classroom teachers in the schools or classes in which the field experience is provided, and that they have completed a minimum of three years successful teaching experience. "Student Teaching" is used herein and elsewhere in this agreement means participation in the duties and function of classroom teaching under the direct supervision and instruction of employees of the FIELDWORK SITE who hold valid, teaching credentials issued by the California Commission on Teacher Credentialing, authorizing them to serve as classroom teachers in the schools or classes in which the student teaching experience is provided, and that they have completed a minimum of three years successful teaching experience.
- B. The UNIVERSITY'S Teacher Education Policy provides that student teachers without substitute permits may not be asked by the school districts to serve and be compensated for substitute teaching as, under California law, student teachers are not certificated personnel and as they require full-time supervision. Those holding substitute permits may substitute for their master teacher only (a maximum of four (4) days only): when s/he is ill; when it is determined by the principal that this is in the best interest of the students in the classroom as well as the candidate; after the first four weeks of the first assignment; and/or when the candidate is paid.
- C. "Session of Student Teaching," for Multiple Subject and Single Subject Credential candidates as used herein and elsewhere in this agreement is considered to be a full day of student teaching daily for five (5) days a week for a minimum of twelve (12) weeks for elementary credential candidates (for this, the elementary credential candidate receives six (6) semester units of practice teaching credit), and three periods a day for five (5) days a week for a minimum of sixteen (16) weeks for secondary credential candidates (for this, the secondary credential candidate receives six (6) semester units of practice teaching credit).
- D. "Session of Student Teaching," for Education Specialist Instruction Credential (Special Education) candidates as used herein and elsewhere in this agreement is considered to be a full day of student teaching daily for five (5) days a week for a minimum of sixteen (16) weeks for elementary credential candidates (for this, the elementary credential candidate receives three to six (3-6) semester units of practice teaching credit), and three periods a day for five (5) days a week for a minimum of sixteen (16) for secondary credential candidates (for this, the secondary credential candidate receives three to six (3-6) semester units of practice teaching credit).
- E. An assignment of a Multiple Subject and Single Subject Credential candidate of the UNIVERSITY to student teaching in classes of schools of the FIELDWORK SITE shall be for a single sixteen (16) week session as mutually agreed between the UNIVERSITY and FIELDWORK SITE.
- F. An assignment of an Education Specialist Instruction Credential (Special Education) candidate of the UNIVERSITY to student teaching in classes of schools of the FIELDWORK SITE shall be for a single for a single sixteen (16) week session as mutually agreed between the UNIVERSITY and FIELDWORK SITE.
- G. The assignment of a UNIVERSITY student to field experiences and student teaching at FIELDWORK SITE shall be deemed to be effective for the purposes of this agreement as of the date the student presents to the proper FIELDWORK SITE officials the assignment papers or other documents provided by the UNIVERSITY effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

School Counseling Fieldwork:

- A. Provide an average of one (1) hour of individual or one-and-one-half (1.5) hours of small group supervision per week from an experienced school counselor with at least two years of professional experience.
- B. Provide opportunities for students to gain a broad range of experiences, including experiences in:
 - a. Data based decision making: Assessing and reevaluating individual pupils and their programs.
 - b. Collaboration and consultation with school personnel and participation on interdisciplinary teams.
 - c. Developing, implementing and evaluating academic and behavioral interventions
 - d. Providing counseling and other mental health interventions.
 - e. Home, school, community collaboration: working with parents and community members.
 - f. Learning about, helping develop, or evaluating policy, practices and programs.
 - g. Participating in professional development activities.
 - h. Participating in individual or group supervision.
 - i. Learning about and using technology and information systems.
 - j. Learning about Individual differences and student diversity.
- C. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including (a) preschool, (b) elementary, (c) middle school or junior high, and (d) high school.
- D. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school counselor who has at least two years experience in school counselor to serve as the primary supervisor. The student may also work with other experienced school counselors for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.
- E. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual or one and a half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- F. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluations of the student's performance near the end of each university semester.
- G. The FIELDWORK SITE shall ensure that the student will be treated by the district as part of the professional staff; provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the student is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

School Psychology Fieldwork:

- A. Provide an average of one 2 hours of individual or small group supervision per week from an experienced school psychologist with at least two years of professional experience.
- B. Provide opportunities for students to gain a broad range of experiences, including experiences in:

- a. Data based decision making: Assessing and reevaluating individual pupils and their programs.
 - b. Collaboration and consultation with school personnel and participation on interdisciplinary teams.
 - c. Developing, implementing and evaluating academic and behavioral interventions
 - d. Providing counseling and other mental health interventions.
 - e. Home, school, community collaboration: working with parents and community members.
 - f. Learning about, helping develop, or evaluating policy, practices and programs.
 - g. Participating in professional development activities.
 - h. Participating in individual or group supervision.
 - i. Learning about and using technology and information systems.
 - j. Learning about Individual differences and student diversity.
- C. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including (a) preschool, (b) elementary, (c) middle school or junior high, and (d) high school.
- D. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school psychologist who has at least two years experience in School Psychology to serve as the primary supervisor. The student may also work with other experienced school psychologists for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.
- E. The FIELDWORK SITE shall ensure that the student receives an average of two hours of individual or group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- F. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university semester.
- G. The FIELDWORK SITE shall ensure that the student will be treated by the district as part of the professional staff; provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the student is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

School Administration:

- A. The FIELDWORK SITE shall provide student with individual and/or small group supervision from an experienced school administrator.
- B. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual and/or one and a half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- C. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluations of the student's performance near the end of each university semester.

AEQUITAS SOLUTIONS, INC. LICENSED PRODUCT AGREEMENT

Acceptance Date April 24, 2009

This Licensed Product Agreement, together with all Schedules ("Agreement") is by and between:

**Aequitas Solutions, Inc.
a California corporation
1424 Augusta Drive
Upland, CA 91786**

**("Customer")
ANAHEIM UNION HIGH SCHOOL DISTRICT
501 Crescent Way
Anaheim, CA 92803**

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DEFINITIONS.

For purposes of this Agreement the following terms shall have these agreed upon meanings:

- **Licensed Product.** All computer programs or other electronically readable product, except Third Party Software, whether in Source, machine readable, or object code, all Documentation, all Software Modifications, Customer Modifications and all Technical Information provided to Customer or created by, or for Customer pursuant to this Agreement now or in the future, and regardless of the language, medium or format in which they may be stored, recorded or delivered. The initial Licensed Product shall be as set forth on the initial Order Schedule which is attached to this Agreement as Exhibit "A".
- **Documentation.** All standard written user information, whether in electronic or printed format, delivered to Customer by Aequitas Solutions, Inc. with respect to Licensed Product, now or in the future, including but not limited to instructions, on-line help messages from Aequitas Solutions, Inc. technical support, and manuals of the licensor which contain, describe, explain or otherwise relate to Licensed Product. One (1) copy of Aequitas Solutions, Inc.'s standard Documentation for Licensed Product is furnished to Customer with this license, unless said documentation is available by being embedded in the system or easily accessible by the Customer on the Aequitas Solutions, Inc. web site.
- **Custom Programs.** Any software, documentation, database, or other intellectual property, including Custom State Requirements Code supplied by Aequitas Solutions, Inc. under the terms of this Agreement, on separate Order Schedules, or listed on the initial Order Schedule attached to this Agreement.
- **Customer Modifications.** Any modification of the Licensed Product or any Third Party Software undertaken by Aequitas Solutions, Inc. at the request of Customer to tailor the Licensed Product to Customer's specific needs. All scope and terms for any Customer Modification shall be set forth in an Order Schedule, which Order Schedule shall describe the functional purpose of such modification, the ownership of the modification, the development schedule for completion and implementation and the cost of such modifications. Any Customer Modifications to be implemented with the initial installation and testing of Licensed Product are described on the Order Schedule attached hereto as Exhibit "B".
- **Third Party Software.** All computer programs, documentation, or other electronically readable product listed as Third Party Software on a Schedule, regardless of the language, medium or format, in which they may be stored, recorded or delivered. Any necessary Third Party Software to be provided by Aequitas Solutions, Inc. shall be set forth on the initial Order Schedule.
- **Technical Information.** All technical information, know how, schematics, data bases and other intellectual property, including without limitation, the (i) Entity Relationship Diagram and (ii) C-Innovation's reference website, except for Third Party Software that will be supplied to Customer under this Agreement.
- **Schedule.** A schedule attached to this Agreement at execution, or added to it by mutual agreement of Customer and Aequitas Solutions, Inc. at a later date. All Schedules are incorporated into and made a part of this Agreement by reference.
- **Source Code.** The Licensed Product as it appears in programming language.
- **Source Code Escrow.** The Source Code Escrow shall be the escrow established pursuant to this Agreement for the release of Source Code to Customer upon the occurrence of certain events of release as described in Section 9.7.
- **Software Modifications.** All computer programs and written materials regardless of the form of the resulting code, the media it is carried on or its intended use, that: (a) contain complete or partial copies of the Licensed Product; or (b) incorporate any Trade Secret information contained in the Licensed Product; or (c) are created with the benefit of proprietary information or know how contained in the Licensed Product; or (d) constitute translations, conversions, compilations or updated works of the Licensed Product.

- **Community or Communities.** All households and individuals serviced by the school district that is using the Licensed Product.
- **Order Schedule.** An Order Schedule shall set forth in writing the Licensed Product, Customer Programs, Third Party Software, Support Services or other services to be provided by Aequitas Solutions, Inc. to Customer, the scope of such services, delivery schedule, cost and payment terms. The initial Order Schedule is attached hereto as Exhibit "A". Any additional products or services to be provided by Aequitas Solutions, Inc. which are not already covered by this Agreement or an existing Order Schedule shall be subject to prior execution by Customer of a written Order Schedule. Each such additional Order Schedule shall be attached to this Agreement. In the event that an Order Schedule is executed pursuant to Aequitas Solutions, Inc.'s response to a request for proposal, the terms of said response and request for proposal shall be incorporated by reference within the Order Schedule.
- **Trade Secret.** Trade Secret means the documentation, program structure, logic, data structures, design, processes, procedures, formulae, and algorithms contained in the ordered set of instructions which together constitute the Software that may be disclosed by either the Software or the Documentation. Trade Secret does not include information which is publicly known through no fault of Customer or Customer's employees, contractors, or agents, nor does it include information which is lawfully received by Customer from a third party not bound in a confidential relationship to Aequitas Solutions, Inc.

DEFINITIONS OF LICENSE TYPE.

The type of license granted for each Licensed Product shall be specified in the applicable Order Schedule. License types are defined as follows:

- **Site License.** Customer shall have a license to use the Licensed Product simultaneously on an unlimited number of processing units in a single school building or department designated as the "Licensed Site" on this Order Schedule.
- **Single User License.** Customer shall have a license to use the Licensed Product only on a single processing unit ("PU"). With a Single User License, the Licensed Product may not be used or made available to other PU's via a network or otherwise.
- **Concurrent User License.** Customer shall have a license to use the Licensed Product on a single network that has no more than the number of nodes and/or concurrent users specified on this Schedule.
- **Unlimited District License.** Customer shall have a license to use the Licensed Product at multiple schools and school administrative sites within the District specified in this Schedule, provided, however, that such use is restricted to no more than the number of schools and administrative sites specified in this Schedule. If unlimited sites are indicated, the Customer is limited to the schools within the school district boundaries as of the date of this Agreement.
- **Designated CPU License.** Customer shall have a license to use Licensed Product only on the CPU designated on this Schedule. Customer may change the Designated CPU, provided Customer notifies Aequitas Solutions, Inc. in advance of any change and pays any applicable license upgrade charges.

DEFINITIONS OF SUPPORT POLICIES/SCHEDULE

- 1) **Program Temporary Fix (PTF)** shall mean a patch or corrective update of Licensed Product which Aequitas Solutions, Inc. prepares on an interim basis (prior to issuance of a New Release or New Version) to correct programming errors which prevent or obstruct normal operation of Licensed Product in accordance with the applicable then-current Documentation. PTFs are licensed to Customer under the same terms as Licensed Product, unless otherwise stated, in writing, by Aequitas Solutions, Inc.

- 2) New Release shall mean an update of Licensed Product issued by Aequitas Solutions, Inc. as a "New Release", which includes all PTF's, together with such other corrective updates and improvements to Licensed Product which Aequitas Solutions, Inc. may, in its discretion, develop and deem ready for distribution. A New Release is licensed to Customer under the same terms as the old release, unless otherwise stated in writing, by Aequitas Solutions, Inc. A New Release will have a new number to the right of the decimal point in the product number. For example: a change of the product numbering from Version 2001.2 to Version 2001.3 would evidence a New Release.
- 3) New Version shall mean an upgrade of Licensed Product issued by Aequitas Solutions, Inc. as a "New Version" which includes all PTF's, together with such other corrective updates and major enhancements and improvements to Licensed Product which Aequitas Solutions, Inc. may, in its discretion, develop and deem ready for distribution. A New Version is licensed to Customer under the same terms as the old version, unless otherwise stated in writing by Aequitas Solutions, Inc. A New Version will have a new number to the left of the decimal point. For example: a change of the product numbering from Version 2001.3 to Version 2002.0 would evidence a New Version.
- 4) New Products shall mean new program products of Aequitas Solutions, Inc., which provide features, functions or applications not included in Licensed Product. A new name will be associated with New Products. A New Product may be usable with or in addition to a Licensed Product, will be licensed to Customer under the terms of the Licensed Product Agreement and acquired through an Order Schedule.
- 5) Telephone Support shall mean telephone support services, Monday through Friday (7AM-5PM Pacific Time Zone), exclusive of Aequitas Solutions, Inc. holidays, regarding Customer's use of Licensed Product and any problems that Customer experiences in using the Licensed Product. Custom Programs shall mean all Licensed Products that are modified or created specifically for the Customer and not intended to be utilized by any other Aequitas Solutions, Inc. customer and are listed as such on an Order Schedule, including all custom programs for state reporting.
- 6) State Requirements Code (SRC) shall mean Licensed Product which may be available to Customer to meet specific state reporting requirements, and listed as such on an Order Schedule. This does not include custom reports developed as Custom Programs.
- 7) Errors shall mean a reproducible failure of Licensed Product to operate in accordance with its standard Documentation, despite the proper installation and use of Licensed Product in a proper operating environment. User mistakes are not errors within the meaning of these Policies. Errors may be due to problems in Licensed Product, the Documentation, or both.
- 8) Support Term shall mean the length of time Support Services are provided hereunder.
- 9) Support Services shall mean those services provided hereunder for the Licensed Product specified.
- 10) Designated Contact shall mean only pre-designated personnel representing Customer are authorized to contact Aequitas Solutions, Inc. to obtain support.

1. LICENSE GRANT.

- 1.1 Basic Terms. Subject to the terms and conditions of this Agreement, Aequitas Solutions, Inc. grants to Customer a non-exclusive, non-transferable license to use Licensed Product for the purpose of supporting its internal business and school administrative functions for the districts, schools and community, and at the sites specified in an Order Schedule. The type of license granted for Licensed Product shall be as specified on the applicable Order Schedule. Unless specified in an Order Schedule or in accordance with the terms of the Source Code Escrow, Source Code to Licensed Product will not be provided. Licensed Product shall only be used as expressly authorized by this Agreement.

- 1.2 Service Bureau. Unless specified in a Service Bureau Order Schedule, Licensed Product may not be used to perform service bureau functions for third parties or to process or manage non-Customer data. Third parties include any entity not associated or within the school district.
- 1.3 Copies. Customer shall have a license to make copies of Licensed Product in machine readable form, only for backup or archival purposes and only in support of the use permitted under the terms and conditions of this Agreement. Customer may copy the Documentation only as is necessary to support its use of the Licensed Product in accordance with the terms of this Agreement. Customer shall affix all copyright and other proprietary rights notices on all copies of the Licensed Product. Customer shall not otherwise reproduce Licensed Product. Any tests generated through use of Licensed Product may not be provided or copied for use by anyone other than Customer.
- 1.4 License Term. Each license granted under this Agreement shall be perpetual, unless a different term is specified on an Order Schedule or this license is terminated earlier under the terms and conditions of this Agreement. A perpetual license which has been fully paid in accordance with an Order Schedule can be used by Customer, subject to the terms and conditions of this Agreement, without payment of any further license fee to Aequitas Solutions, Inc., unless Customer has contracted for support services as described herein, in which case the specified support and maintenance fees shall apply. If a license is limited to a specified term, then the term of the license shall commence on the date of written acceptance of the applicable Order Schedule by both Aequitas Solutions, Inc. and Customer.

2. RESTRICTIONS ON USE OF LICENSED PRODUCT.

- 2.1. Copyright. Licensed Product is protected by Trade Secret and/or copyright law and is proprietary to Aequitas Solutions, Inc. and/or its licensor(s). The placement of a copyright notice on any portion of Licensed Product does not mean that such portion has been published and will not derogate any claim of Trade Secret protection for the same. Title to all complete or partial copies, together with all applicable rights to copyrights, patents and Trade Secrets in Licensed Product are and shall remain the property of Aequitas Solutions, Inc. or its licensor(s).
- 2.2. Confidentiality. Customer agrees to keep Licensed Product confidential and to utilize its best efforts to take all reasonable steps to protect the Licensed Product from theft or from use by others contrary to the terms of this License. Customer shall not transfer, assign, provide or otherwise make Licensed Product or information derived from Licensed Product available, in any form, to any third party; unless such use is specifically authorized in a Schedule, without the prior written consent of Aequitas Solutions, Inc. Any attempted sublicense, assignment or transfer of any rights, duties or obligations by Customer in violation of this Agreement shall be void. Customer shall be responsible for the use, operation, storage, management and safety of the copies of Licensed Product in its possession or control. All copies of the Licensed Product except those made for backup and archive purposes will be retained at the Licensed Site specified on the applicable Schedule.

Aequitas Solutions, Inc. agrees that the data stored in the Aequitas Solutions, Inc. Products, as well as information concerning Customer's business affairs are confidential in nature. During the period this agreement is in effect and at all times after its termination, Aequitas Solutions, Inc. and its employees and agents shall maintain the confidentiality of this information and not sell, license, publish, display, distribute, disclose, or otherwise make available this information other than to authorize Licensee users, or where otherwise required by law.

- 2.3. Modifications. Except as allowed following a release of Source Code under the Source Code Escrow or provided by Aequitas Solutions, Inc. in the form of a Customer Modification, Customer shall not modify Licensed Product, or provide any person with the means to do the same, without Aequitas Solutions, Inc.'s express written authorization. Except as permitted under the Source Code Escrow, Customer further shall not reverse engineer Licensed Product or attempt to create Source Code for Licensed Product by any means. Notwithstanding the foregoing, nothing contained herein shall prevent Customer from purchasing or developing software applications which interface with Aequitas Solutions, Inc. Licensed Product to provide added functionality.

2.4. Test Environment. Customer will be permitted to maintain a test environment under the license of this agreement and at no additional cost except for any Third Party Software. The test environment will be a duplicate, in whole or in part, of the production environment and will be used exclusively for testing upgrades, program modifications, report modifications, database changes, etc.

3. AUDIT. Customer agrees to maintain (and to allow Aequitas Solutions, Inc. to inspect during normal business hours upon no less than three (3) business days prior written notice) records of the number and location of the original and all copies of Licensed Product. All such records will be maintained at the Licensed Site identified in the applicable Schedule, unless prior written notice has been sent to Aequitas Solutions, Inc. Before disposing of any media containing Licensed Product, Customer agrees to take all steps which are reasonably necessary to destroy or erase all Licensed Product codes, programs and other proprietary information of Aequitas Solutions, Inc. contained in such media.

4. SERVICES, SUPPORT, AND EQUIPMENT.

Aequitas Solutions, Inc. shall provide such professional services and support services at the terms and price as agreed to by Aequitas Solutions, Inc. and Customer pursuant to the separate Order Schedule for support and maintenance services, training and data conversion. The initial terms for these items are included in the Order Schedule which is attached hereto as Exhibit "A" and incorporated by reference herein.

Attached hereto as Exhibit "B" is the schedule for implementation of the Licensed Product with the Customer and sets forth the timeline and milestones for planning, customization, installation, testing and training services ("Implementation Schedule"). Aequitas Solutions, Inc. shall use its best efforts to ensure that the timeline set forth in the Implementation Schedule is followed, provided, however, that Aequitas Solutions, Inc. is not responsible for any delays in the timeline which occur as a result of action items which are the responsibility of Customer. Aequitas Solutions, Inc. and Customer shall review the Implementation Schedule on a monthly basis and shall update the Schedule as necessary to take into account unforeseen circumstances as mutually agreed by Aequitas Solutions, Inc. and Customer.

5. CHARGES AND PAYMENTS.

5.1. Fees and Taxes. Customer agrees to pay to Aequitas Solutions, Inc. the fees set forth on the attached Schedules, which have been agreed to by Customer, together with any other charges made in accordance with this Agreement, except for taxes based on Aequitas Solutions, Inc.'s income. CUSTOMER agrees to pay, within thirty (30) days of invoice receipt (or such other period which may be prescribed by the California Government Code or Section 927.4 thereof), any and all sales, use, or other similar tax which may be assessed on Aequitas Solutions, Inc. by any governmental agency on any aspect of the transaction contemplated hereby. If Customer claims tax exempt status, Customer agrees to provide Aequitas Solutions, Inc. with evidence of such tax exemption upon the request of Aequitas Solutions, Inc. To the extent that such tax exemption cannot be properly claimed or does not extend to certain taxes or transactions, Customer shall be responsible for any and all taxes and assessments that arise from this Agreement and related transactions (except for taxes based upon the net income of Aequitas Solutions, Inc.).

5.2. Payment Terms. All charges set out in this Agreement or in a Schedule shall be due upon receipt of invoice and payable according to the terms set forth in the Schedule. If no payment terms are set forth in the Schedule, then payment shall be due within 30 days of the invoice date (or such other period which may be prescribed by the California Government Code or Section 927.4 thereof). Customer shall pay a monthly charge of 1% above the rate accrued on June 30 of the prior year by the Pooled Money Investment Account in the State of California, not to exceed a rate of 15%, except that, if the amount of the penalty is \$75 or less, the penalty shall be waived and not paid by Customer (or such other limitations or restrictions as may be imposed by the California Government Code and Section 927.6.(b) thereof) unless Customer disputes the invoiced amounts in full or in part as provided hereafter in Section 5.4 Disputes. If charging per capita, Customer shall make available to Aequitas Solutions, Inc. and its representatives, within a reasonable time upon Aequitas Solutions, Inc.'s written request, such books and records of Customer as are reasonably necessary for Aequitas Solutions, Inc. to accurately determine the amount owing by CUSTOMER hereunder. Aequitas Solutions, Inc. shall have

the unlimited right to access Customer's computer system by telecommunications or, during normal business hours by direct access, for the purpose of program and database maintenance, however, such access will not unreasonably interfere with the operation of the system and will comply with any laws which apply to the privacy of data stored on Customer's computer system. Aequitas Solutions, Inc. will notify Customer, during Customer's normal business hours, of its intent to remotely access the hardware and software utilized for Aequitas Solutions, Inc.'s products. Upon completion of the maintenance and support Customer will block access. Aequitas Solutions, Inc. shall keep these financial records and information confidential, except to the extent that disclosure is necessary to resolve any dispute between the parties or to comply with the requirements of taxing or other governmental authorities.

5.3. Appropriation of Funds. Customer represents and warrants that it has obtained an appropriation of funds sufficient to meet its obligations hereunder during its present fiscal year. Customer further represents and warrants that it intends to maintain this Agreement in effect for the full period specified in this Agreement or on a Schedule and will seek appropriation of sufficient funds to make all payments due hereunder during the term hereof. In the event that sufficient funds to make such payments are not appropriated for any future fiscal year during the term of this Agreement, Customer may terminate this Agreement in whole or in part upon ninety (90) days prior written notice to Aequitas Solutions, Inc.

5.4. Disputes. In the event of a disputed invoice, Customer shall provide written notice of such dispute to Aequitas Solutions, Inc. at the address listed in this agreement. Such notice shall be provided to Aequitas Solutions, Inc. within thirty (30) days of receipt of invoice. An additional fifteen (15) days is allowed for Customer to provide written clarification and details for the disputed invoice. Aequitas Solutions, Inc. shall provide within fifteen (15) days of receipt of such notice from Customer, a written response to Customer that shall provide either a justification of the invoice or an explanation of an adjustment to the invoice and an action plan that will outline the reasonable steps to be taken by Aequitas Solutions, Inc. and Customer to resolve any issues. In the event that Customer does not agree to Aequitas Solutions, Inc.'s response, Customer shall notify Aequitas Solutions, Inc. in writing of their issues with the response and the parties shall negotiate a mutually agreeable resolution to the disputed matter. Customer may withhold payment of only the amount actually in dispute until a resolution plan is agreed to, and until Aequitas Solutions, Inc. completes all mutually agreed to action steps within a reasonable time but not later than the agreed time to remedy the disputed matter. If Aequitas Solutions, Inc. is unable to complete all action steps in a mutually agreed to resolution plan because Customer has not completed the action required of them, Aequitas Solutions, Inc. shall notify the Customer in writing of the action steps required but not performed. If the Customer has not completed the identified action steps 30 days after receipt of such notice, Customer shall remit full payment of the invoice, provided, however, that if Customer disputes such action steps or the parties are unable to agree on an agreeable resolution, then the parties shall submit the dispute to binding arbitration in accordance with Section 23.

5.5. Expense Reimbursements. Customer shall not reimburse Aequitas Solutions, Inc. for travel, lodging, and related expenses incurred by Aequitas Solutions, Inc. personnel in providing services at a Customer location or any other location requested by Customer unless such expenses are approved by Customer in advance pursuant to a travel budget supplied by Aequitas Solutions, Inc. and then only on a fixed per diem basis. Aequitas Solutions, Inc. reserves the right not to provide on-site services unless Customer and Aequitas Solutions, Inc. can agree on a reasonable per diem.

6. THIRD PARTY SOFTWARE LICENSE TERMS. Third Party Software which is provided pursuant to any Order Schedule, is provided to Customer pursuant to separate license agreements, which are between Customer and the third party supplier. Aequitas Solutions, Inc. represents that it has provided all license agreement(s) for such Third Party Software at least ten (10) days for Customer's review prior to execution of this Agreement by Customer. All support, warranties, and services related to Third Party Software are provided by the licensor of the Third Party Software under such third party's terms and conditions, and not by Aequitas Solutions, Inc. except that Aequitas Solutions, Inc. warrants that Third Party Software will be functional with Licensed Product. Customer will, however, pay Aequitas Solutions, Inc. all charges for the Third Party Software specified on a Schedule.

7. WARRANTIES. The exclusive warranties given under this Agreement, if any, are those expressly set forth in this Agreement or on the applicable Order Schedules. Aequitas Solutions, Inc. AND ITS LICENSORS DISCLAIM ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, ANY

IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. **ORDER CANCELLATION.** Except as otherwise set forth in this Agreement, orders accepted by Aequitas Solutions, Inc. are subject to cancellation by Customer only with the written consent of Aequitas Solutions, Inc., and upon payment of reasonable cancellation charges which shall take into account expenses already incurred by and firm contractual commitments made by Aequitas Solutions, Inc. Aequitas Solutions, Inc. will provide to Customer written evidence of such expenses including receipts within 10 days of Customer's request to cancel the order.

9. REMEDIES AND TERMINATION.

9.1. **Termination.** Aequitas Solutions, Inc. shall have the right to suspend performance under this Agreement if Customer is in breach of its obligations under this Agreement and fails to cure such breach within thirty (30) days written notice from Aequitas Solutions, Inc. In addition, either party shall have the right to terminate this Agreement in whole or in part upon ninety (90) days written notice to the other party, in the event the other party materially breaches this Agreement and fails to correct such breach within such ninety (90) day period.

9.2. **Effect of Termination on License.** Following a termination of this Agreement for any reason: (a) any license granted hereunder which is for a specified term shall terminate at the end of the term for which such license has been fully paid; and (b) any license which is perpetual shall remain in effect for the limited use permitted hereunder provided that any continued use shall remain subject to Section 2 of this Agreement.

9.3. **Remedies.** In the event of an uncured breach, including nonpayment of fees, of this Agreement by Customer, Aequitas Solutions, Inc. shall have the right to pursue any and all remedies existing at law or in equity and to collect all expenses of collection and enforcement of Aequitas Solutions, Inc.'s rights and Customer's obligations hereunder, including reasonable attorneys' fees. Aequitas Solutions, Inc.'s remedies under this Agreement shall not be deemed exclusive but shall be cumulative and in addition to all other remedies provided by law and equity. No delay or omission in the exercise of any remedy of Aequitas Solutions, Inc. shall impair or affect its right to exercise the same. In the event of an uncured breach of this Agreement by Aequitas Solutions, Inc. and subject to any limitation on liability contained herein, Customer shall have the right to pursue any and all remedies existing at law or in equity and to collect all expenses of collection and enforcement of Customer's rights and Aequitas Solutions, Inc.'s obligations hereunder, including reasonable attorneys' fees. Customer's remedies under this Agreement shall not be deemed exclusive but shall be cumulative and in addition to all other remedies provided by law and equity. No delay or omission in the exercise of any remedy of Customer shall impair or affect its right to exercise the same.

9.4. **Injunctive Relief.** Breach of the provisions of Sections 2.2, 2.3 and 9.6 could result in irreparable injury to Aequitas Solutions, Inc. Accordingly, Aequitas Solutions, Inc. shall have the right to secure equitable relief against any actual or threatened breach of any provisions of Sections 2.2, 2.3 or 9.6.

9.5. **Payment of Sums Due/Survival Clauses.** Except as otherwise expressly provided in this Agreement, in the event of any partial or complete termination of this Agreement or any Schedule, Customer shall not be relieved of any obligation to pay any sums of money, which shall have accrued prior to the date of termination. Aequitas Solutions, Inc.'s remedies for Customer's breach of this Agreement, together with the provisions of Sections 2.3, 3, 5, 6, 7, 9.6, 10, and 11 shall survive termination of this Agreement. If partially terminated with respect to a particular product or service, this Agreement will remain in effect for all other products and services which have been provided under it to Customer.

9.6. **Return of Licensed Product.** Except as set forth in Section 9.7, upon any termination of a license for a Licensed Product under this Agreement, Customer will be authorized to continue to utilize the hardware and/or software used for Aequitas Solutions, Inc.'s products, including documentation, for the period specified in Section 9.2. No fees will be paid by Customer and no maintenance, service or support will be provided by Aequitas Solutions, Inc. When the authorized term of use expires pursuant to Section 9.2, then after such time Customer shall, at its own expense, either return to Aequitas Solutions, Inc. or destroy all copies of such Licensed Product in its possession or control, and shall forward written certification to Aequitas Solutions, Inc. that all such copies of that Licensed Product have either been destroyed or returned to Aequitas Solutions, Inc.

If Customer fails to submit such certification to Aequitas Solutions, Inc., Aequitas Solutions, Inc. shall have the right to seek injunctive relief pursuant to Section 9.4.

9.7 Escrow of Source Code. Intentionally Deleted – Customer will be provided with source code.

10. LIMITATION OF LIABILITY. AEQUITAS SOLUTIONS, INC. AND ITS LICENSORS SHALL NOT BE LIABLE TO CUSTOMER FOR ANY LOST PROFITS, LOST BUSINESS, LOST DATA, LOST INFORMATION, LOST SAVINGS OR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THIS AGREEMENT, THE LICENSED PRODUCTS, THIRD PARTY SOFTWARE, EQUIPMENT, TECHNICAL AND USER INFORMATION, DATA, SERVICES OR OTHER ITEMS PROVIDED, OR THE USE OR INABILITY TO USE ANY OF THE FOREGOING.

NOTWITHSTANDING THE FOREGOING, THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO ANY CLAIM OR DAMAGES FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH ARISING AS A RESULT OF THE NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF Aequitas Solutions, Inc. AGENTS OR EMPLOYEES WHEN PRESENT AT ANY CUSTOMER LOCATION.

11. GENERAL.

Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

11.1. Severability. If any provision of this Agreement is invalid or unenforceable under any applicable statute or rule of law, this Agreement shall be enforced to the maximum extent possible to effectuate the original express intent of the parties.

11.2. Authorization/ Limitation on Actions. The person executing this Agreement on behalf of Customer represents that he/she is authorized to sign this Agreement on behalf of Customer and warrants that he/she has full power to enter into this Agreement on behalf of Customer.

11.3. Notices. Any and all notices shall be sent by a courier service furnishing proof of delivery (postage and delivery prepaid) to the addresses for the parties set forth above. Either party may change its notice address by notifying the other in like manner.

11.4. Force Majeure. Neither party shall be held liable to the other party for failure of performance where such failure is caused by supervening conditions beyond that party's control, including acts of God, civil disturbance, strikes, or labor disputes.

11.5. Total Agreement. This Agreement, inclusive of all Schedules, established by written agreement of the parties, constitutes the complete and entire agreement between the parties. This Agreement supersedes all prior discussions, understandings, arrangements and negotiations between the parties with respect to its subject matter. The terms and conditions of this Agreement shall prevail notwithstanding any variance with the terms and conditions of any order submitted by Customer with respect to Licensed Product, equipment, support, services or any related products or services provided. In the event of a conflict between a Schedule and this Agreement, the terms of the Schedule shall control. Except as otherwise expressly provided in this Agreement, this Agreement shall not be modified, amended, rescinded, canceled or waived in whole or in part without the written agreement of both parties. Headings used in this Agreement are for reference only and are not interpretive. This Agreement and all Schedules shall be subject to acceptance by a duly authorized officer of Aequitas Solutions, Inc. at its offices.

11.6. Construction. The language in all parts of this agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either party. The parties expressly agree that the principle of contract interpretation that ambiguities are construed against the drafting party, shall not apply.

12. INDEMNITY. Customer shall indemnify, defend and hold Aequitas Solutions, Inc. harmless from any and all liability and claims against Aequitas Solutions, Inc. by anyone, which arise out of or in connection with the use of the

Licensed Products and the database contained therein in the operation of Customer's business, which claims are due to the fault of the Customer, its agents and employees. Provided that Customer has timely assumed defense of any such claim, Customer shall control said defense provided, however, that Customer shall not agree to any settlement which does not provide a full and complete release of Aequitas Solutions, Inc. Aequitas Solutions, Inc. shall have the right to retain, at its sole cost and expense, separate legal counsel to participate in the defense of such claims, provided, however, that Aequitas Solutions, Inc. shall have no right to negotiate or enter into any settlement without the consent of legal counsel for CUSTOMER and its insurance carriers, if any.

13. SITE PREPARATION. CUSTOMER understands that the obligation to order, purchase, and install the necessary equipment is that of the CUSTOMER and its third party suppliers. The Licensed Product, Third Party Software and the database cannot be installed or tested until all required equipment is on hand and in complete working order. Aequitas Solutions, Inc. shall have no liability for late or malfunctioning installations caused by late or nonworking equipment that is not due to the actions of Aequitas Solutions, Inc. Aequitas Solutions, Inc. is not engaged in providing or repairing equipment, and has no responsibility to CUSTOMER for any of it.

14. LIMITED WARRANTIES.

The following warranties are supplied with respect to all Licensed Product provided by Aequitas Solutions, Inc., but shall not apply to Third Party Software.

14.1. Delivery. For purposes of this Schedule, "Delivery" shall be deemed to have occurred ten (10) days after receipt by the Customer of the Licensed Product from Aequitas Solutions, Inc.

14.2. Conformity to Specifications. Aequitas Solutions, Inc. cannot assure that the performance of the Licensed Product will be uninterrupted or error-free, or that all Licensed Product problems will be corrected, despite Aequitas Solutions, Inc.'s reasonable efforts to do so. Notwithstanding the foregoing, Aequitas Solutions, Inc. warrants that the Licensed Products will be functional no less than 98% of the time. Aequitas Solutions, Inc. further warrants that the Licensed Product as originally delivered under the attached Schedule will substantially conform to the applicable description and specifications contained in the Documentation delivered with the Licensed Product, provided the Licensed Product has not been modified, damaged or used in a manner which does not conform to the instructions and specifications contained in the Documentation for such Licensed Product. In the event that the Licensed Product does not meet the requirements of this warranty, Customer shall be responsible to so notify Aequitas Solutions, Inc. in writing and provide Aequitas Solutions, Inc. with sufficient detail to allow Aequitas Solutions, Inc. to reproduce the problem. After receiving such notification, Aequitas Solutions, Inc. will undertake to correct the problem within a reasonable time by programming corrections, reasonable "work-around" solutions and/or Documentation corrections. If Aequitas Solutions, Inc. is unable to correct the problem after a reasonable opportunity, Aequitas Solutions, Inc. will refund all license, installation, service and support fees paid for such Licensed Product and Customer's license to use the Licensed Product will terminate, provided, however, that Customer shall have the right to use the Licensed Product at no charge for up to 180 days to allow for the transition to a new system. The foregoing states the complete and entire remedies that Customer has under this warranty. Aequitas Solutions, Inc. shall have no responsibility for any warranty claims made outside of the warranty period. THIS WARRANTY DOES NOT APPLY TO TECHNICAL INFORMATION AS DEFINED IN THE AGREEMENT.

14.3. Warranty Against Infringement. Aequitas Solutions, Inc. warrants, to its knowledge, that neither the Licensed Product in the form delivered by Aequitas Solutions, Inc. to Customer, nor its normal use will infringe any valid United States Patents or copyrights existing at the time of delivery, provided, however, that this warranty does not extend to any infringement arising out of the use of the Licensed Product in combination with systems, equipment or computer programs not supplied by Aequitas Solutions, Inc. or Third Party Software, or any use of the Licensed Product outside of the United States. Aequitas Solutions, Inc. will hold Customer harmless from any valid third party claim of infringement which constitutes a breach of the foregoing warranty, provided that Aequitas Solutions, Inc. must be given prompt, written notice of the claim and allowed, at its option, to control the defense and settlement of any such claim, by the customer. If Customer's use of any such Licensed Product is restricted as the result of a claim of infringement, Aequitas Solutions, Inc. shall have the right but not the obligation, at its option to: a) substitute other equally suitable

Licensed Product; b) modify the allegedly infringing Licensed Product to avoid the infringement; c) procure for Customer the right to continue to use the Licensed Product free of the restrictions caused by the infringement; or d) take back the Licensed Product, refund to Customer all license fees previously paid for the Licensed Product depreciated on a straight line basis over sixty (60) months, and terminate Customer's license to use the Licensed Product.

14.4. Disclaimer of Warranties. THE FOREGOING CONSTITUTES AND EXPRESSES THE ENTIRE STATEMENT OF Aequitas Solutions, Inc. AS TO WARRANTIES FOR THE LICENSED PRODUCTS LISTED ON ANY ORDER SCHEDULE ATTACHED HERETO UNLESS OTHERWISE SPECIFICALLY SET FORTH THEREIN. Aequitas Solutions, Inc. AND ITS LICENSORS DISCLAIM ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

15. DATA CONVERSION. Intentionally Deleted.

16. SUPPORT TERM.

16.1. Initial Term. The initial Support Term will begin after installation of Licensed Product at Customer's site and terminate as set forth below, unless terminated earlier in accordance with the terms of the Agreement or these Policies.

16.2. Renewal Terms. Aequitas Solutions, Inc. will provide Customer, ninety (90) days prior to each annual anniversary date, with a proforma invoice showing all costs related to maintenance and support for the period covered by the invoice. Upon expiration of the initial Support Term or any renewal Support Term, the Support Term shall automatically be extended for a renewal Support Term of one (1) year, unless: (a) either party notifies the other in writing of non-renewal at least ninety (90) days prior to the end of the expiring Support Term; or (b) Aequitas Solutions, Inc. does not receive the applicable Support Service fee for the Renewal Term within thirty (30) days of receipt of Aequitas Solutions, Inc.'s invoice by Customer unless Customer disputes the invoiced amounts in full or in part as provided in Licensed Product Agreement Section 5.4 Disputes; or (c) Aequitas Solutions, Inc. has specified that no renewal term is available.

17. FEES. Any applicable charges for the initial Support Term are specified in the attached initial Order Schedule. For Renewal Terms, Customer shall pay Aequitas Solutions, Inc.'s then-current annual Support Services fees. Annual Support Services fees charged to Customer shall not exceed the most favorable fees granted to a school district in the State of California for similar support services and will not increase more than 3% from the prior year's Support Services fees. In the event that the Annual Support Services charged to a school district in the State of California is less than the fees being charged to Customer, then the fees being charged to Customer shall be reduced with the next payment for Annual Support Services. In the event that Aequitas Solutions, Inc. provides, in its discretion, services requested by Customer that are outside the scope of Support Services specified in this Agreement, Aequitas Solutions, Inc. and Customer shall agree on a new Order Schedule setting forth the terms for such additional services prior to such work commencing.

18. SUPPORT SERVICES. Aequitas Solutions, Inc. or their designee will provide Support Services for Licensed Products listed hereunder during the Support Term. The scope of Support Services shall be as follows:

18.1. Support. Support Services shall include: (a) Telephone Support for error reporting and support for undocumented features; (b) PTF's, as needed to address a problem that Customer is experiencing in using Licensed Product; (c) New Releases; and (d) New Versions. Support Services does not include New Products. In addition, changes to Licensed Products to meet state regulatory requirements are not included in Support Services except as specified in Section 19.

18.2. Custom Programs. For Custom Programs, Support Services are available only on a time and materials basis at Aequitas Solutions, Inc.'s then current rates and charges for such services unless otherwise agreed in writing with Customer.

18.3. State Requirements Code. For all State Requirements Code, Support Service coverage is as defined in

Section 18.1, except that New Releases are limited to corrections and updates needed to maintain the State Requirement Code's compatibility with the other Licensed Products. Changes to meet state regulatory requirements are handled as set forth in Section 19.

18.4. Technical Information. Technical Information as defined in the Agreement is not supported by Aequitas Solutions, Inc.

18.5. Support of Prior Releases and Versions. After the distribution of a New Release or New Version, the prior release or version will be supported for six (6) months, after which time support for the prior release or version will only be available at Aequitas Solutions, Inc.'s discretion, on a time and materials basis, at Aequitas Solutions, Inc.'s then current rates and charges.

18.6. Training. Aequitas Solutions, Inc. will provide the Support Services described herein only if Customer purchases the minimum required training outlined in the attached initial Order Schedule from either Aequitas Solutions, Inc. or a third party who has been certified by Aequitas Solutions, Inc. to supply such training concurrently with its signing of the Agreement. Customer may purchase training from Aequitas Solutions, Inc. at its prevailing rates. If Customer orders training from a certified third party, the prices will be established by the third party, and Customer agrees to provide Aequitas Solutions, Inc. with a copy of its purchase order for such training. If Customer does not order such training before or at the time it signs the Agreement, Aequitas Solutions, Inc. will provide Support Services to it only on a time and materials basis, at Aequitas Solutions, Inc.'s then current rates and terms.

19. SPECIAL PROVISIONS RELATED TO SRC's. Customer and Aequitas Solutions, Inc. agree that this section does not apply every licensed product. Licensed products that this section applies to will be identified as such in Exhibit A. In the event of a material change in state reporting requirements in the State of California, Aequitas Solutions, Inc. will prepare and release enhancements, updates and revised versions of SRC as a "New Version" of the SRC, in coordination with a definition of functional requirements and specifications by the State Users Group, serving Customer's area, in the manner described in this Section:

- Within thirty (30) days following the adoption of new laws or regulations which effect a material change in state reporting requirements or as otherwise requested by the State Users Group, Aequitas Solutions, Inc. will discuss and evaluate any issues or problems associated with the defined requirements and specifications, and identify the time frame for development of the New Version of the SRC and the fee that will be charged to each user who subscribes to such New Version, based upon the scope of work to be performed. Each user subscribing to a New Version shall issue a purchase order for the fee specified by Aequitas Solutions, Inc. for such New Version. Payment for the New Version shall be due and payable at the time of subscription. Upon Aequitas Solutions, Inc.'s receipt of the finalized functional requirements and specifications for the New Version of the SRC and purchase orders from all users of the SRC who are subscribing to the New Version of the SRC, Aequitas Solutions, Inc. will proceed to develop the New Version of the SRC and deliver it only to those who have subscribed to it.
- Each New Version of the SRC ordered by Customer will be provided under license on the same terms, conditions and restrictions under which Customer was originally licensed to use the SRC under the Agreement and applicable Order Schedule.
- Aequitas Solutions, Inc. shall own all intellectual property rights in and to the New Version of the SRC and shall have the right to license the New Version of the SRC to others without providing any rebate or refund with respect to the charges which have been paid by subscribers to the New Version of the SRC at the time of its development.
- Customer shall not be obligated to subscribe to a New Version of the SRC. However, PTF's, Telephone and New Release Support Services will only be provided under Sections 18.2 and 18.3 of these Policies if Customer installs New Releases and New Versions within six (6) months after Aequitas Solutions, Inc. issues them.
- Aequitas Solutions, Inc. warrants that any New Versions of the SRC developed in accordance with the

procedures set forth in these Policies will substantially conform to the defined functional specifications and requirements established by the State Users Group and accepted by Aequitas Solutions, Inc. Aequitas Solutions, Inc. will take appropriate steps to cure any failure of the New Version of the SRC to meet the terms of this warranty, which is reported during the warranty period. If Aequitas Solutions, Inc. is unable to bring the SRC into conformity with the foregoing warranty, it will refund the fees previously paid for the New Version of the SRC and terminate Customer's license to such New Version.

20. **CUSTOMER RESPONSIBILITIES.** To receive Support Services, Customer shall: (a) report errors or suspected errors for which support services are needed, and supply Aequitas Solutions, Inc. with sufficient information and data to reproduce the error; (b) procure, install, operate and maintain computer systems and operating systems which are compatible with the most current supported version of Licensed Product; (c) establish adequate operational back-up provisions in the event of malfunctions or Errors; (d) staff use of Licensed Product with personnel trained to the minimum training objectives by Aequitas Solutions, Inc. as set forth on the initial Order Schedule; (e) maintain an operating environment which is free of any modifications or other programming which might interfere with the functioning of Licensed Product, as supplied by Aequitas Solutions, Inc., except for Third Party Software provided by Aequitas Solutions, Inc., which shall be compatible with Licensed Product; (f) timely install all PTF's, New Releases and New Versions supplied by Aequitas Solutions, Inc. in the proper sequence, and have the most current supported version of Licensed Product installed at all times during the Support Term. CUSTOMER understands that the obligation to order, purchase, and install the necessary equipment is that of the CUSTOMER and its third party suppliers. The Software and the database cannot be installed or tested until all required equipment is on hand and in complete working order. Aequitas Solutions, Inc. shall have no liability for late or malfunctioning installations caused by late or non-working equipment. Aequitas Solutions, Inc. is not engaged in providing or repairing equipment, and has no responsibility to CUSTOMER for resolving hardware issues.
21. **Intentionally Deleted.**
22. **DELIVERY AND IMPLEMENTATION SCHEDULE.** The timeline for delivery of the Licensed Product and any installation, training, testing and data conversion services to be provided pursuant to the attached initial Order Schedule shall be as set forth in the Order Schedule. Aequitas Solutions, Inc. will use its best efforts to comply with such timeline provided, however, that Aequitas Solutions, Inc. shall not be responsible for any delay caused by the failure of Customer to fulfill its obligations under this Agreement.
23. **ARBITRATION.** Any dispute arising under this Agreement, including, without limitation, all disputes relating in any manner to the performance or enforcement of this Agreement shall be resolved by binding arbitration in the County of San Diego, California, pursuant to the rules of Judicial Arbitration and Mediation Services ("JAMS"), as amended or as augmented in this Agreement (the "Rules"). Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorney's fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award. All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within thirty (30) days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify JAMS and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind. The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute. The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 1282.6. The deposition notice shall conform to Code of Civil Procedure section 1283. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure. Notwithstanding the election by the parties to arbitrate their disputes, nothing contained herein shall prevent a party from filing an action in a court of competent jurisdiction to seek any form of equitable remedy or relief.


SIGNATURE PAGE

AEQUITAS SOLUTIONS, INC. LICENSED PRODUCT AGREEMENT NO. 09-0007

Acceptance Date: May 14, 2009 LICENSED PRODUCT AGREEMENT

This Licensed Product Agreement, together with all Schedules ("Agreement") is by and between Aequitas Solutions, Inc., Inc., a California corporation, having offices at 1424 Augusta Drive, Upland, CA 91786 ("Aequitas Solutions, Inc.") and ANAHEIM UNION HIGH SCHOOL DISTRICT, having offices at 501 N. Crescent Way, Anaheim CA, 92803 ("Customer").

Aequitas Solutions, Inc.

By:  _____
Name: John W. Uhler
Title: Chief Executive Officer
Date: 24 April 2009

ANAHEIM UNION HIGH SCHOOL DISTRICT

By: _____
Name: Timothy Holcomb
Title: Deputy Superintendent
Date: _____

LIST OF ATTACHMENTS

EXHIBIT A - ORDER SCHEDULE FOR LICENSED PRODUCTS

EXHIBIT B - IMPLEMENTATION SCHEDULE

Anaheim Union High School District
Information Systems Department
Aequitas Solutions Licensed Product Agreement Order Schedule

Anaheim Union High School District Order Schedule – Exhibit A

Licensed Product	License Type	Charges Included	License Date	Purchase Costs	Maintenance Costs
Data Editor for Zangle ParentConnect Support Term is 90 days after acceptance by AUHSD. This product is not subject to Section 19 of the Licensed Product Agreement.	1 Unlimited District License	X	04/24/09	\$11,200	Included
Source Code for Data Editor for Zangle ParentConnect	1 Unlimited District License	X		Included	Included
Total Licensing Costs				\$11,200	\$0

Anaheim Union High School District
 Information Systems Department
 Aequitas Solutions Licensed Product Agreement Implementation Schedule

Anaheim Union High School District Order Schedule – Exhibit B

Milestone	Task	Begin Date	End Date
I	Prepare Scope Of Work & Work Order (Attached)	4/24/09	4/24/09
II	Initial Delivery for Testing by AUHSD	5/18/09	5/18/09
III	Testing by AUHSD	5/18/09	5/22/09
IV	Corrective Development by Aequitas Solutions, Inc.	5/25/09	5/29/09
V	Delivery of Final Product	6/1/09	6/1/09
VI	Acceptance Testing by AUHSD	6/1/09	6/5/09
VII	Accepted by AUHSD	6/5/09	6/5/09

Data Editor for Zangle ParentConnect
Anaheim Union High School District

Scope of work

Aequitas Solutions will build an add-on module for Zangle ParentConnect that will allow authenticated users to modify their basic demographic and contact information. Additionally, contacts that are identified as primary contacts (using the primary p/g conmail flag) will be allow to modify basic demographic information on the students they are associated with. The data elements to be modified are outlined below.

The module will run under the ParentConnect web application to eliminate the need to re-authenticate when making changes. The module will be presented to user as a pop-up window organizing and exposing the various data elements they have permissions to change. Contacts will have the ability to validate their information (the module will record that the data has been marked as valid by the contact). This module is for existing contacts only. Transactional changes will be logged.

Contact data that could or should be made available for modification (by all valid ParentConnect logins) includes:

- a. Add, delete, modify phone numbers
- b. E-Mail address
- c. Name
- d. Education Level
- e. Occupation
- f. Employer
- g. Primary Language
- h. The ability to Opt-In or Opt-Out of receiving paper report cards. This feature will configure and set one of the conmail flags that can then be used to generate report cards using the mailing flags feature.

Student data that could or should be made available (by primary contact only) for modification includes:

- a. Ethnicity
- b. Birth date
- c. Phone number
- d. E-Mail address
- e. Nickname
- f. Birth Place
- g. Citizenship Status
- h. Country
- i. Home Language
- j. Primary Language

Data Editor for Zangle ParentConnect
Anaheim Union High School District

Aequitas Solutions

Work Order

www.aequitasolutions.com

Work Order # AUHSD-09.04.24-0830
Date Created Friday, April 24, 2009
Created By John Uhler
Client Code AUHSD
Client Name Anaheim Union High School District
Contact Erik Greenwood
E-Mail Address greenwood@auhsd.k12.ca.us
Department IT
Phone Number (714) 959-5676
Project Start Date Friday, April 24, 2009
Project Due Date Friday, June 05, 2009
Project Manager John Uhler
Work Summary Data Editor for Zangle ParentConnect. Scope of Work is attached.

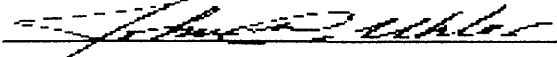
1424 Augusta Drive
Upland, CA 91786

Terms & Conditions

All invoices are Net 30. 50% will be due upon initial delivery of the project for testing and review by AUHSD. The remainder will be due upon full acceptance by AUHSD. Aequitas Solutions retains rights to all deliverables. AUHSD will receive source code for all deliverables for district use.

Project Total **\$11,200.00**

Aequitas Solutions Approved By (Name, Title) John W. Uhler, CEO

Signature 

Date Approved 04/24/09

Client Approved By (Name, Title)

PO Number

Signature _____

Date Approved

Payment Schedule

Date	Description	Amount	QTY	Totals
	Initial project delivery to AUHSD for testing and review	\$5,600.00	1	\$5,600.00
	Full acceptance of project by AUHSD and delivery of project	\$5,600.00	1	\$5,600.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
	Grand Total			<u>\$11,200.00</u>

**NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
TEACHER PREPARATION PIPELINE GRANT #08-096-004**

SUBCONTRACTOR AGREEMENT

THIS SUBCONTRACTOR AGREEMENT, entered into by and between Anaheim Union High School District, 501 North Crescent Way, Anaheim, California 92801, hereinafter referred to as Subcontractor, and the North Orange County Community College District, hereinafter referred to as DISTRICT.

WHEREAS the Chancellor's Office, California Community Colleges has provided funds to the DISTRICT for support of the North Orange County Community College District Teacher Preparation Pipeline Grant, Agreement #08-096-004; and

WHEREAS the DISTRICT and Subcontractor mutually agree that Subcontractor is specially qualified for and shall provide special services to the DISTRICT for the North Orange County Community College District Teacher Preparation Pipeline Grant and agree to the following:

1. STATEMENT OF WORK

For participation in the North Orange County Community College District Teacher Preparation Pipeline Grant #08-096-004, funded by the Chancellor's Office, California Community Colleges, Subcontractor agrees that performance under this agreement shall be performed within the Chancellor's Office, California Community Colleges 2008-09 Instructions, Terms, and Conditions, which is incorporated herein by reference. Subcontractor will provide a responsible person to promote the goals of CTE Teacher Preparation for each participating school within the Anaheim Union High School District. Any work performed prior to approval of the state or federal budget, as applicable, will be rendered on a voluntary basis, and shall not be compensated unless and until funding is authorized. All performance shall be completed by September 30, 2009, except that the final invoice shall be due October 31, 2009.

Subcontractor agrees to the following services under this agreement:

- A. Send two (2) instructors each from the math, science, and English disciplines from each of the following schools to serve as participants in, and contributors to, three (3) Teacher Preparation Pipeline Grant work sessions, and three (3) high school site committee meetings: Katella High School, Western High School, and Magnolia High School. The purpose of the work sessions is to develop contextual learning curricula and materials for use with CTE students in the Ninth Grade Academy Program at the three high schools. Committee meetings are to work directly with on-site high school instructors implementing curriculum and supporting the introduction of the contextualized learning materials.

- B. Send two (2) Counselors from Katella High School to serve as participants in the Teacher Preparation Pipeline Grant Pathways and Articulation work session. The purpose of the work session is to develop a fully delineated set of articulated courses and curricular alignment, and to develop a model transfer plan for the CTE Hotel, Restaurant, and Culinary Arts pathway from Katella High School to Cypress College, and on to California Polytechnic University, Pomona.

Funds not spent on designated items will be spent on additional staff development, instructional materials, curriculum development or any other activity within the Teacher Preparation Pipeline Grant guidelines.

2. TERM

The term of this agreement is for the period of March 1, 2009 through September 30, 2009.

3. PAYMENTS AND INVOICING

The DISTRICT, under the terms of this agreement, shall reimburse Subcontractor for expenses a total amount not to exceed Twelve thousand dollars (\$12,000). Subcontractor shall assume all other expenses incurred in connection with the performance of this agreement, and the DISTRICT shall not be responsible for payment of any such expenses. Subcontractor shall submit invoices for the reimbursement of expenses. Invoices shall include a copy of the general ledger, or other documents acceptable to the DISTRICT, that details the expenditures in which Subcontractor desires reimbursement. Subcontractor shall maintain accurate and complete records for a minimum of five (5) years after final payment under the grant agreement.

4. INDEPENDENT STATUS OF SUBCONTRACTOR

While engaged in carrying out and complying with any of the terms and conditions of this agreement, Subcontractor shall act in an independent capacity and not as an officer, agent or employee of the DISTRICT or of the State of California.

5. WORKERS' COMPENSATION INSURANCE

Subcontractor shall provide workers compensation insurance or self-insure its services for all of its employees who will be engaged in the performance of this agreement, and agrees to furnish to the DISTRICT satisfactory evidence thereof at any time the DISTRICT may request.

6. INDEMNIFICATION

Subcontractor shall indemnify, hold harmless, and defend the DISTRICT and its Board of Trustees, and all officers, employees, and agents thereof from any and all actions that are brought because of damages, costs or expenses in law or equity that may at any time

arise because of injuries to any persons or damage to any property arising by reason of, or in the course of, the negligent performance of this agreement by Subcontractor.

7. PRODUCTS AND DELIVERABLES

All products resulting from this agreement in whole or in part shall reference the Chancellor's Office, California Community Colleges as the funding source. All references to the project including program titles and the names of program service centers shall include the phrase, "California Community Colleges."

8. INTELLECTUAL PROPERTY, COPYRIGHT, PATENT, TRADEMARK, SERVICEMARK, FRANCHISE, INVENTIONS, NEW TECHNOLOGIES, AND TRADE SECRETS

- a. Any ideas, concepts, know-how or techniques relating to intellectual property and applied technologies developed during the course of this agreement can only be used by the DISTRICT or the State in any way they may deem appropriate, unless specifically exempted in writing.
- b. All inventions, discoveries or improvements of the intellectual property and applied technologies developed pursuant to this agreement shall be the property of the State.
- c. Any and all services rendered, materials, procedures, inventions for processes, machines, manufacturers, or compositions of matter, and trademarks/servicemarks created, developed or produced pursuant to the grant agreement shall be and are Work for Hire. All materials, procedures, processes, machines, and trademarks/servicemarks produced as a result of the grant shall be Work for Hire and all rights, title, and interest in and to the Work developed under the grant/subgrant/subcontract shall be assigned and transferred to the Chancellor's Office, California Community Colleges. This Work for Hire agreement shall survive the expiration or early termination of this grant.
- d. The copyright for all materials produced as a result of this Work for Hire agreement shall belong to the Chancellor's Office, California Community Colleges. Any entity involved in this grant who produces copyright materials pursuant to the grant assigns all rights, title and interest, including the copyright to any and all works created pursuant to this Work for Hire agreement, to the Chancellor's Office, California Community Colleges. The Chancellor's Office, California Community Colleges shall acknowledge Grantee or its Subgrantees or Subcontractors, if any, as the author of works produced pursuant to this Work for Hire agreement on all publications of such work. The Chancellor's Office, California Community Colleges may license Grantee or its Subgrantees or Subcontractors, if any, to reproduce and disseminate copies of such work, provided the licensee agrees not to permit

infringement of the copyright by any person, agrees to compensate Chancellor's Office, California Community Colleges for any infringement which may occur, and agrees to indemnify and hold harmless the Chancellor's Office, California Community Colleges for any and all claims arising out of, or in connection with, the licensing agreement. Said license shall include the right to create and use works derived from those created under this grant, even if such derivative works compete with those created under this grant.

All materials developed in draft and in final form pursuant to the grant and this subcontract shall, in a prominent place, bear the © (the letter "c" in a circle) or the word "Copyright," or the abbreviation "Copr.", followed by the year created, and the words "Chancellor's Office, California Community Colleges." Acknowledgment may be given to Grantee or the actual author(s) of the work in an appropriate manner elsewhere in the copyright material. If it is deemed necessary by either the Chancellor's Office, California Community Colleges or the Grantee that the copyright be registered with the U.S. Copyright Office, Subcontractor will be responsible for applying for, paying the filing fees for, and securing said copyright for anything created by Subcontractor as a result of this agreement and their participation in the grant.

- e. All technical communications and records originated or prepared by Subcontractor pursuant to this Work for Hire agreement, including papers, reports, charts, computer programs, and technical schematics and diagrams, and other documentation, but not including Subcontractors and/or Grantee's administrative communications and records relating to this grant, shall be delivered to and shall become the exclusive property of the Chancellor's Office, California Community Colleges and may be copyrighted by the Chancellor's Office, California Community Colleges.
- f. If it is deemed necessary by either the Chancellor's Office, California Community Colleges or the Grantee that a patent be obtained from the U.S. Patent and Trademark Office for any invention, process, machine, manufacturer, or composition of matter, Subcontractor will be responsible for applying for, paying the filing fees for, and securing said patent for anything created by Subcontractor as a result of this agreement and their participation in the grant. All patents for inventions, processes, machines, manufacturers, or compositions of matter developed pursuant to this Subcontract shall be issued to the "Chancellor's Office, California Community Colleges." All products and references to patents shall be marked and designated as such as required by law. Acknowledgment may be given to Grantee or the actual inventor(s) in an appropriate manner. The Chancellor's Office, California Community Colleges agrees to grant a nonexclusive license for such intellectual property to the Grantee. Said license shall include the right to use the patent inventions for processes, machines, manufacturers, or compositions of matter derived from those created under this grant.

- g. All trademarks and servicemarks created, developed or acquired pursuant to this subcontract agreement shall be the property of the Chancellor's Office, California Community Colleges. If it is deemed necessary by either the Chancellor's Office, California Community Colleges or the Grantee that a trademark or servicemark be registered with state or federal agencies, Subcontractor will be responsible for applying for, paying the filing fees for, and securing said protection for anything created by Subcontractor as a result of this agreement and their participation in the grant. All trademarks and servicemarks obtained pursuant to this Grant shall be issued to the "Chancellor's Office, California Community Colleges" and carry the designations permitted or required by law. The Chancellor's Office, California Community Colleges agrees to grant a nonexclusive license for the use of trademarks or servicemarks created, developed or obtained under this grant to the Grantee.
- h. In connection with any license granted pursuant to the preceding paragraphs, Subcontractor agrees not to permit infringement by any person, agrees to compensate Chancellor's Office, California Community Colleges for any infringement which may occur, and agrees to indemnify and hold harmless the North Orange County Community College District and the Chancellor's Office, California Community Colleges for any and all claims arising out of or in connection with such license.
- i. The Chancellor's Office, California Community Colleges shall retain, for State purposes, limited intellectual property rights. This limited right is a royalty-free, nonexclusive, non-transferable, irrevocable license, for governmental use of any knowledge, data, know-how, and materials (including devices and prototypes) conceived and first actually reduced to practice during the term of the grant. The Chancellor's Office, California Community Colleges shall retain, for State purposes, patent rights for all inventions conceived during the term of the grant.
- j. Any and all services rendered, materials, inventions for processes, machines, manufacturers, or compositions of matter, and trademarks/servicemarks created, developed or produced pursuant to the grant agreement and/or this subcontract are for and are the property of the Chancellor's Office, California Community Colleges. Subcontractor acknowledges that all of these services are Work for Hire and all rights, title, and interests in such property shall be assigned to the Chancellor's Office, California Community Colleges. No unpaid volunteer or other person shall produce copyright materials under this agreement.

9. PERSONAL AND REAL PROPERTY

Personal and real property procured with these funds will be used for the purpose of the grant and will remain the property of the State. Personal property must be

appropriately tagged as purchased with Teacher Preparation Pipeline Grant funds, and the Subcontractor shall maintain an inventory of property purchased, including a description of the property, a serial or other identification number, the acquisition date, the cost of the property, the location of the property, and any ultimate disposition data. The Subcontractor will adhere to all property management procedures and property accountability requirements as published by the Chancellor's Office, California Community Colleges.

10. STANDARDS OF CONDUCT

The Subcontractor hereby assures that, in administering this subcontract agreement, it will comply with the standards of conduct hereinafter set out, for maintaining the integrity of the grant and this subcontract agreement and avoiding any conflict of interest in its administration.

a. *General Assurance*

Every reasonable course of action will be taken by the Subcontractor in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. The grant funds covered by this subcontract agreement will be administered in an impartial manner, free from personal, financial, or political gain. The Subcontractor, its executive staff, and employees, in administering these funds, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.

b. *Conducting Business*

No relative by blood, adoption, or marriage of any executive or employee of the Subcontractor will receive favorable treatment for enrollment in services provided by, or employment with, the Subcontractor.

c. *Conducting Business Involving Close Personal Friends and Associates*

Executives and employees of the Subcontractor must be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering these funds, will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates.

When it is in the public interest for the Subcontractor to conduct business with a friend or associate of an executive or employee of the Subcontractor, an elected official in the area, or a member of the district governing board, a permanent record of the transaction will be retained.

d. *Avoidance of Conflict of Economic Interest*

An executive or employee of the Subcontractor, an elected official in the area, or a member of the district governing board, may not solicit or accept money or any other consideration from a third person for the performance of any act reimbursed, in whole or in part, by the Subcontractor, the DISTRICT or the State. Supplies, materials, equipment, or services purchased with grant funds will be used solely for purposes allowed under the agreement.

No member of the district governing board may cast a vote on the provision of services by that member (or any organization which that member represents) or vote on any matter which would provide direct financial benefit to that member or any business or organization which the member directly represents.

11. BUDGET CONCERNS

It is mutually understood between the parties that this subcontract may have been written before ascertaining the availability of state or federal funds for the Teacher Preparation Pipeline Grant for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the subcontract were executed after the determination was made.

This subcontract agreement shall have no force and effect unless and until funding is provided for the Board of Governors to maintain this Teacher Preparation Pipeline Grant. Any work performed prior to approval of the state or federal budget, as applicable, will be rendered on a voluntary basis, and shall not be compensated unless and until funding is authorized.

In addition, this subcontract is subject to any additional restrictions, limitations or conditions enacted in the state or federal budget and/or laws and Executive Orders which may affect the provisions, term, or funding of this contract in any manner.

12. COPYRIGHT

- a. Subcontractor agrees that any and all services rendered or materials developed pursuant to the subcontract agreement as part of the Teacher Preparation Pipeline Grant shall be, and are, Work for Hire. All materials produced as a result of the subcontract shall be Work for Hire and all rights, title and interest in and to the Work developed under the grant/subcontract shall be assigned and transferred to the Chancellor's Office California Community Colleges. This Work for Hire agreement shall survive the expiration or early termination of this grant.
- b. The copyright for all materials produced as a result of this Work for Hire agreement shall belong to the Chancellor's Office, California Community Colleges. Subcontractors who produce copyright materials

pursuant to this agreement and the Teacher Preparation Pipeline Grant, assigns all rights, title and interest, including the copyright to any and all works created pursuant to this Work for Hire agreement, to the Chancellor's Office, California Community Colleges. The Chancellor's Office, California Community Colleges shall acknowledge Grantee and/or its Subcontractors, if any, as the author of works produced pursuant to this Work for Hire agreement on all publications of such work. The Chancellor's Office, California Community Colleges may license Grantee or its Subcontractors, if any, to reproduce and disseminate copies of such work, provided the licensee agrees not to permit infringement of the copyright by any person, agrees to compensate state for any infringement which may occur, and agrees to indemnify and hold harmless the Chancellor's Office, California Community Colleges for any and all claims arising out of, or in connection with, the licensing agreement.

- c. All technical communications and records originated or prepared by the Subcontractors, if any, pursuant to this Work for Hire agreement including papers, reports, charts, computer programs, and technical schematics and diagrams, and other documentation, but not including Grantee's administrative communications and records relating to this grant, shall be delivered to and shall become the exclusive property of and may be copyrighted by the Chancellor's Office, California Community Colleges.

13. AUDIT

Subcontractor shall be subject to the examination and audit by the State Auditor, or DISTRICT, and/or its Auditors or representatives for a period of five (5) years after final payment under the grant agreement.

14. SUBCONTRACTS/SUB-GRANTS

Prior written approval for any subsequent tier subcontracts for sub-grants must be obtained by the State Project Monitor.

15. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS.

The authorized official for the Subcontract certifies, to the best of his/her knowledge and belief, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

16. NONDISCRIMINATION CLAUSE

During the performance of this agreement, Subcontractor shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability, mental disability, medical condition, age, marital status, and denial of family care leave. Subcontractor shall insure that the evaluation and treatment of their employees and applicants for employment is free from such discrimination and harassment. Subcontractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this agreement by reference and made a part hereof as if set forth in full. Subcontractor shall give written notice of its obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

17. LAW GOVERNING

It is understood and agreed that this subcontract shall be governed by the laws of the State of California both as to interpretation and performance.

18. STUDENT PARTICIPATION

No person shall be excluded from, or otherwise subjected to discrimination with respect to participation in, any program or activity funded under this subcontract on the basis of ethnic group identification, national origin, religion, age, sex, race, color, ancestry, physical or mental disability, or sexual orientation. Such programs should not be designed, administered, or advertised in a manner which discourages participation by students on any of these bases. Any informational, advertising, or promotional materials regarding such programs may not include any statements to the effect that a program is for, or designed for students of a particular race, color, national origin, or ethnicity. In the event that mentoring or counseling services are provided with funding provided by this grant, students may not be paired with mentors or counselors based solely upon the race, color, national origin, or ethnicity of the students, mentors, or counselors. The Chancellor's Office, California Community Colleges may, by written approval of the Chancellor, grant an exception to the requirements of this paragraph where grantee provides documentation clearly demonstrating that designing a program for a particular group of students is justified under applicable legal standards as a remedy for past discrimination.

19. ELIGIBILITY FOR NONCITIZENS

Funds provided under this subcontract shall only be used to employ, contract with, or provide services to citizens of the United States or noncitizens who are eligible to

receive public benefits pursuant to Section 401 (with respect to federally funded activities) or Section 411 (with respect to state funded activities) of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193.

20. ACCESSIBILITY FOR PERSONS WITH DISABILITIES

By signing this agreement, Subcontractor assures the DISTRICT that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. Subcontractor shall, upon request by any person, make any materials produced with these funds available in Braille, large print, electronic text, or other appropriate alternate format. Subcontractor shall establish policies and procedures to respond to such requests in a timely manner. All data processing, telecommunications, and/or electronic and information technology (including software, equipment, or other resources) developed, procured, maintained or used under this subcontract, whether purchased, leased or provided under some other arrangement, shall comply with the regulations implementing Section 508 of the Rehabilitation Act of 1973, as amended, set forth at 36 C.F.R. 1194. Design of computer or web-based instructional materials shall conform to guidelines of the Web Access Initiative (see <http://www.w3.org/WAI/GL/WD-WAI-HAG>) or similar guidelines developed by the Chancellor's Office, California Community Colleges. *(Revised 5/7/01; Effective 6/25/01)*

21. DRUG-FREE WORKPLACE CERTIFICATION

By signing this agreement, the Subcontractor hereby certifies under penalty of perjury under the laws of the State of California that the Subcontractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (*Government Code* Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specify actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The person's or organization's policy of maintaining a drug-free workplace;
 - (3) Any available counseling, rehabilitation, and employee assistance programs; and,
 - (4) Penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed grant will:

- (1) Receive a copy of the company's drug-free policy statement; and,
- (2) Agree to abide by the terms of the company's statement as a condition of employment on the grant.

22. CAPTIONS

The clause headings appearing in this agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit, or extend the scope or intent of the clauses to which they appertain.

23. AGREEMENT IS COMPLETE

Except as provided herein, no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto. Any prior agreements are considered null and void subsequent to the execution of this agreement.

24. CHILD SUPPORT COMPLIANCE ACT

The Subcontractor acknowledges, in accordance with *Public Contract Code*, Section 7110, that: (a) The Subcontractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the *Family Code*; and (b) the Subcontractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

25. UNION ORGANIZING

Subcontractor, by signing this agreement, hereby acknowledges the applicability of *Government Code* Sections 16645 through 16649 to this agreement. Furthermore, Subcontractor, by signing this agreement, hereby certifies that:

- a. No funds disbursed by this agreement will be used to assist, promote or deter union organizing.
- b. Subcontractor shall account for funds disbursed for a specific expenditure by this agreement to show those funds were allocated to that expenditure.
- c. If Subcontractor makes expenditures to assist, promote or deter union organizing, Subcontractor will maintain records sufficient to show that no

State funds were used for those expenditures, and shall provide those records to the DISTRICT upon request.

26. UNION ACTIVITIES: SUBCONTRACTOR CERTIFICATION

Subcontractor hereby certifies that no request for reimbursement, or payment under this agreement, will seek reimbursement for costs incurred to assist, promote or deter union organizing.

27. TERMINATION

Either party may, at its option, terminate this agreement at any time upon giving 30 days' advance notice in writing to the other party in the manner herein specified. In such event, both parties agree to use all reasonable efforts to mitigate their expenses and obligations hereunder. In such event, DISTRICT shall pay Subcontractor for all satisfactory services rendered and expenses incurred prior to such termination which could not by reasonable efforts of Subcontractor have been avoided, but not in excess of the maximum payable under this agreement. In such event, Subcontractor agrees to relinquish possession of equipment purchased for this project to DISTRICT, or Subcontractor may, with approval of DISTRICT, purchase said equipment.

28. PROGRAM NOTICES

Any questions regarding the Teacher Preparation Pipeline Grant should be addressed to:

Dennis M. Davino, Teacher Preparation Pipeline Grant Manager
Cypress College
9200 Valley View Street
Cypress, CA 90623
(714) 484-7186

29. NOTICES

All notices and other communications required or permitted to be given hereunder shall be deemed given when delivered in person or mailed by regular mail addressed to the recipient at the address specified below, unless that party shall have given such written notice of change of address to the sending party:

Subcontractor Contact:
Susan Stocks
Anaheim Union High School District
501 Crescent Way
Anaheim, CA 92801
(714) 999-3579

District Contact:
Claudette Dain
North Orange County
Community College District
1830 West Romney Drive
Anaheim, CA 92801-1819
(714) 808-4751

IN WITNESS WHEREOF, said parties have executed this agreement as of the date written below.

ANAHEIM UNION HIGH
SCHOOL DISTRICT

NORTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

By _____

By _____

Title _____

Title District Director, Fiscal Affairs

Date _____

Date _____

EDUCATIONAL CONSULTING AGREEMENT

THIS AGREEMENT is made and entered into this:

14th day of May 2009

by and between

Dr. Angela Muniz Aschbrenner

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

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

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

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

WHEREAS such services are needed on a limited basis.

NOW, THEREFORE, the parties hereto agree as follows:

1. Services to be provided by Consultant:

Dr. Aschbrenner, consultant, will present leadership workshops for approximately 235 Anaheim Union High School District (AUHSD) students, attending the 2009 Associated Student Body (ASB) Retreat. Her lecture and presentation emphasizes the use of both positive and constructive decision-making skills, in the areas of goal setting, facilitating a positive environment, school climate, and how to motivate peers. Her workshop is intended to provide young people with effective ways to conduct their ASB leadership roles.

Site/School:	AUHSD 2009 ASB Retreat, San Diego, CA	Funds (Cost Center):	ASB (9150)
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2. List of Other Supportive Staff or Consultants:

AUHSD activity directors will be on site to assist, as needed.

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

Date: August 11, 2009

and shall diligently perform as specified and complete performance by:

Date: August 11, 2009

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

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

Mr. Alden Esping, retired Loara High School activity director and the current director/coordinator of the AUHSD 2009 ASB Retreat, will provide the consultant with a full agenda of the planned activities.

5. District shall pay Consultant the maximum amount of

\$850

for services rendered

to # of people:	235 AUHSD students	# hours per day:	3	# of days:	1
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pursuant to this AGREEMENT. Payment shall be made 15 to 30 days after receipt of invoice. Consultant shall submit an invoice to District.

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

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

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

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

Dr. Aschbrenner's workshop will help define ASB leadership roles for ASB student leaders, and help students develop the skills needed to participate successfully in student government and student body activities. The ASB Retreat is a means of providing training for the specific roles and tasks needed by all students, in ASB leadership positions.

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

Dr. Aschbrenner has been past president of the California Association of Directors of Activities (CADA). Additionally, she is a CADA award recipient, and is nationally recognized for her expertise in effective methods to teach students proper protocol, critical thinking strategies, and leadership skills. She is a well qualified and a highly experienced presenter.

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

No technical support will be necessary.

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

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

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

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

CONSULTANT:	DISTRICT:
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Typed Name of consultant (same as page 1):

Dr. Angela Muniz Aschbrenner	Anaheim Union High School District
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Typed Name/Title of Authorized Signatory:

Typed Name of Assistant Superintendent:

Dr. Angela Muniz Aschbrenner, Private Consultant	Frederick Navarro
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Authorized Signature:

Signature of Assistant Superintendent:

	
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Street Address:

4-3-09

Street Address:

707 S. Sierra #17	501 Crescent Way, P.O. Box 3520
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City, State, Zip Code

City, State, Zip Code

Solana Beach, CA 92075	Anaheim, CA 92803-3520
------------------------	------------------------

Date:

Date:

April 3, 2009	
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Mark Appropriately:

Independent/Sole Proprietor:	<input checked="" type="checkbox"/>
Corporation:	<input type="checkbox"/>
Partnership:	<input type="checkbox"/>
Other/Specify:	<input type="checkbox"/>

Social Security Number*

or

Federal Identification Number*

--	--

*Or, initial below:

<i>a.m.a.</i>	I have completed a new IRS Form W-9 that will be submitted directly to AUHSD Accounting.
---------------	--

Telephone Number:

E-mail Address:

(828)259-6854	draasch4@aol.com
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If a company/corporation is being approved, the signature must be that of a responsible person. Typed company/corporation/individual's name must be identical to that on page 1.

PRINCIPAL/DISTRICT ADMINISTRATOR:

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

Signature:		Date:	4/22/09
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ANAHEIM UNION HIGH SCHOOL DISTRICT
 501 Crescent Way – P.O. Box 3520
 Anaheim, CA 92803-3520

EDUCATIONAL CONSULTING AGREEMENT

THIS AGREEMENT is made and entered into this:

14 th	day of	May	2009
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by and between

Phil Boyte

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

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

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

and

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

WHEREAS such services are needed on a limited basis.

NOW, THEREFORE, the parties hereto agree as follows:

1. Services to be provided by Consultant:

Phil Boyte, consultant, will be a keynote speaker for a one-hour assembly, for approximately 235 Anaheim Union High School District (AUHSD) students, attending the 2009 Associated Student Body (ASB) Retreat. His presentation will focus on goal setting, goal attainment, and perseverance. The session is designed to help students develop effective leadership skills.

Site/School:	AUHSD 2009 ASB Retreat, San Diego, CA	Funds (Cost Center):	ASB (9150)
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2. List of Other Supportive Staff or Consultants:

AUHSD activity directors will be available to assist, as needed.
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3. Consultant shall commence providing services under this AGREEMENT on:

Date:	August 10, 2009
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and shall diligently perform as specified and complete performance by:

Date:	August 10, 2009
-------	-----------------

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

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

Mr. Alden Esping, retired Loara High School activity director and the director/coordinator of the AUHSD 2009 ASB Retreat, will provide the consultant with a full agenda of the retreat's activities.

5. District shall pay Consultant the maximum amount of

\$2,425

for services rendered

to # of people:	235 AUHSD students	# hours per day:	4	# of days:	1
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pursuant to this AGREEMENT. Payment shall be made 15 to 30 days after receipt of invoice. Consultant shall submit an invoice to District.

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

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

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

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

ASB student leaders will be inspired and motivated to persevere, prevail, and succeed despite adversity. AUHSD student leaders will also be motivated and prepared to take on any challenges, which may arise while carrying-out ASB activities and student government responsibilities.

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

Phil Boyte is a nationally recognized author and motivational speaker, who inspires students. He encourages audiences of all ages to overcome adversity and achieve their goals. He provides a positive example through his invaluable experience, and through his ability to inspire a variety of audiences.

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

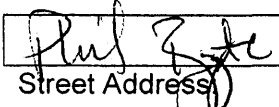
No technical support is needed.

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

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

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

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

CONSULTANT:		DISTRICT:	
Typed Name of consultant (same as page 1):			
Phil Boyte		Anaheim Union High School District	
Typed Name/Title of Authorized Signatory:		Typed Name of Assistant Superintendent:	
Phil Boyte, Private Consultant		Frederick Navarro	
Authorized Signature:		Signature of Assistant Superintendent:	
			
Street Address:		Street Address:	
P.O. Box 279		501 Crescent Way, P.O. Box 3520	
City, State, Zip Code		City, State, Zip Code	
Meadow Vista, CA 95727		Anaheim, CA 92803-3520	
Date:		Date:	
4/16/09			

Mark Appropriately:

Independent/Sole Proprietor:	<input type="checkbox"/>
Corporation:	<input checked="" type="checkbox"/>
Partnership:	<input type="checkbox"/>
Other/Specify:	<input type="checkbox"/>

Social Security Number* or Federal Identification Number*

	20-1038575
--	------------

*Or, initial below:

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

Telephone Number:


E-mail Address:

(800) 874-1100	www.learningforliving.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:

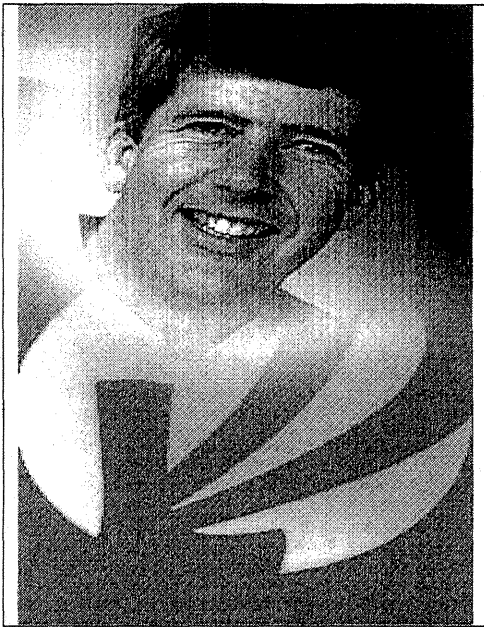
Signature of Principal or District Administrator (sign prior to submitting to District indicating review and approval):

Signature:		Date:	4/22/09
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Phil Boyte

PO Box 279
Meadow Vista, CA 95722
(800) 874-1100
(530) 878-9520
askphil@learningforliving.com

- Education:** B.A., California State University Chico
Single Subject Teaching Credential History & English
- Experience:** Professional Speaker since 1983
Creator Link Crew Freshman Orientation Program
Creator WEB Sixth Grade Orientation Program
Creator Breaking Down the Walls school Climate Program
Creator Student Body Presidents Workshop
Creator of Leadership at the Ranch
Addressed audiences in 45 states, and seven provinces in Canada
Owner of Learning for Living, Inc., a consulting company in CA
- Contributions:** Co-author of *Focus: Ten Minute Lesson Plans*
Contributor to *More Ten Minute Lesson Plans*
Co-author of *Teen Power*
Co-author of *Teen Power and Beyond*
Co-author of *Pre-Teen Power*
Co-author of *Lead Now or Get Out of the Way*
Author of *Secrets of Fundraising*
Author and Producer of DVD *Awesome Activities on Video*
- Awards:** Certified Speaking Professional by National Speakers Association
(a designation held by less than 10% of the 4000 members)
- Hobbies:** Sports - play in men's basketball and softball leagues
Elder in local community church, sponsor of at-risk youth



Phil Boyte works with schools creating a better place for people to learn.

Phil Boyte started talking to audiences in 1983 and has traveled the continent the past 22 years sharing his message in 45 states and all over Canada. Phil regularly talks to groups of several thousand.

"You make the message so personal everyone in the audience feels like you are speaking directly to them!" *Testimonial by Denise Vaniadis, Tulsa, OK

Phil received his secondary teaching credential from Cal State University, Chico, and following student teaching in History, English, and Student Leadership, he began his career as a professional speaker. First talking to students, and then making the transition to training teachers and working at staff development days.

It is the passion Phil has for living and impacting others that makes his presentations so enjoyable. He is able to blend humor, stories, and current events to bring the audience on stage with him as he shares his message. His real life application stirs people because the message is relevant to their life. It was a math teacher in Georgetown, California, that recently said, "The conversation I was able to have with my students following Phil's presentation was outstanding - and remember, "I am the math teacher!"

Several years ago one of the countries largest speaker's bureau owners commented to Phil, "I like to book you for my clients because you can do so much for them while on site." Phil's diversity allows him to keynote, present workshops, seminars, and all day programs allowing clients maximum flexibility when they hire him. His constant research and development keep his programs fresh and relevant and the audiences feel the time they spend with Phil will impact their decisions now.

Take a look around the website and then called Phil. In most cases, you will talk to Phil directly. Share with him your expectations for your event and he will share with you ideas how working together you can make your program outstanding. His twenty plus years on the stage allows him to offer insights and possibilities to make your program the very best it can be.

Nationally recognized programs Phil has developed during his 20 year career working in education:

Link Crew, freshman orientation program
WEB, middle school transition program
Breaking Down the Walls, a school climate program.
Student Body President's Workshop, training for student leaders
Activities Director Academy, developing student leaders through activities

Student Conferences

Phil regularly keynotes youth conferences all over the continent for all kinds of youth organizations including DECA, National Student Councils, State Student Councils, FLBA/PBL, Key Club, VICA/Skills USA, FFA, Boys & Girls Clubs.

Phil Boyte brings a special kind of magic to conferences! It is different because it is relevant. Phil is often asked to keynote the conference because his message is customized to fit the part of the conference he is speaking to. If he is the opening speaker he builds a message inspiring the audience to make the most of the opportunities the workshops, seminars, and networking offer. If he is the closing speaker he creates a culminating message that challenges the attendees to return home, to school or work and use what they have learned at the conference. His keynotes include humor, stories, involvement activities, and real life examples of how the audience can put the message to work.

"When we hire Phil Boyte it is a complete package. He has been speaking so long we just trust his message will be current, relevant, and the students and adults will love him." - Shirlee Kyle, National DECA Program Director

Workshops:

Over the past twenty years Phil has created dozens of workshops and seminars on a variety of titles. As you speak with him he can share what he has created that will fit your group. Because of his outstanding ability as a presenter his sessions are always rated very high in content and presentation value. His sessions are a sure bet for any conference.

Just a few examples:

- Secrets of Fundraising (Phil authored a book by this title),
- Getting More People Involved,
- Organizing Yourself for Success
- Creating A Great School for "Everyone"
- School Spirit Makes A Difference
- How Personality Styles Help Create A Great Leadership Program.

TODAY, the students who serve as your student body and class officers pay vital roles in setting and creating a positive atmosphere on your campus. Leading their peers requires special skills. This Presidents Leadership Training Conference provides attendees these special skills that presidents and vice presidents need to be effective. Since 1989, student body and class presidents, vice presidents and class officers have been trained at the President's Conference. This conference has been designed and created to be an intensive training conference that is specifically designed for officers who must lead peers.

This program will greatly enhance the leadership training provided by the school.

We guarantee your leaders will come back with the knowledge needed for their new positions and equipped with skills to do an effective job. Insure the school year of 2009-2010 is better than ever! With the belief that leaders need knowledge, skills and the right attitude, this conference offers the most in-depth training for Presidents at this level throughout the country.

Curriculum Covered

- Delegating Effectively
- Creating Accountability
- Staying Committed
- Time Management
- Setting Realistic Goals
- Public Speaking
- Giving Feedback to Peers
- Conflict Resolution Among Peers
- Working With Your Advisor
- Setting Up Meetings for Success

Who should I send to this conference?

Your student body president, vice president, senior class president, and two or three additional key leaders who will play critical roles in your leadership program. Each school is limited to sending six students. Advisors are also encouraged to attend.

EDUCATIONAL CONSULTING AGREEMENT

THIS AGREEMENT is made and entered into this:

14 th	day of	May	2009
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by and between

Tyler Durman, Inc.

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

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

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

and

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

WHEREAS such services are needed on a limited basis.

NOW, THEREFORE, the parties hereto agree as follows:

1. Services to be provided by Consultant:

Tyler Durman, consultant, will be a keynote speaker for a one-hour assembly and three break-out sessions, for approximately 235 Anaheim Union High School District (AUHSD) students, attending the 2009 Associated Student Body (ASB) Retreat. Mr. Durman is a motivational speaker, who offers guidance and practical solutions without blame or preaching, on topics such as increasing respect in relationships at home, motivating teenagers to do well in school, and in life.

Site/School:	AUHSD 2009 ASB Retreat, San Diego, CA	Funds (Cost Center):	ASB (9150)
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2. List of Other Supportive Staff or Consultants:

AUHSD activity directors will be available to assist, as needed.
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3. Consultant shall commence providing services under this AGREEMENT on:

Date:	August 11, 2009
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and shall diligently perform as specified and complete performance by:

Date:	August 11, 2009
-------	-----------------

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

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

Mr. Alden Esping, retired Loara High School activity director and the current director/coordinator of the AUHSD 2009 ASB Retreat, will provide the consultant with a full agenda of the planned activities.

5. District shall pay Consultant the maximum amount of

\$2,400

for services rendered

to # of people:	235 AUHSD students	# hours per day:	5	# of days:	1
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pursuant to this AGREEMENT. Payment shall be made 15 to 30 days after receipt of invoice. Consultant shall submit an invoice to District.

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

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

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

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

Mr. Durman's goal is to inspire student leaders to support each other, look beyond themselves, and follow through with ASB school-related goals. Students will also ponder effective solutions for every day barriers to success.

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

Mr. Durman is the author of *Bite-Sized Wisdom for Parents of Teenagers*, and a nationally sought-after speaker, for more than 300,000 students and educators each year. He is a former high school teacher, parent of two teenagers, and has presented at 6,700 school assemblies and conferences as a keynote speaker, for leaders, teachers, parents, and students.

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

No technical support will be required.

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

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

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

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

CONSULTANT:	DISTRICT:
Typed Name of consultant (same as page 1):	
Tyler Durman, Inc.	Anaheim Union High School District
Typed Name/Title of Authorized Signatory:	
Tyler Durman, President/CEO	Frederick Navarro
Authorized Signature:	
Signature of Assistant Superintendent:	
Street Address:	
Street Address:	
P.O.Box 1900	501 Crescent Way, P.O. Box 3520
City, State, Zip Code	
Koloa, HI 96756	Anaheim, CA 92803-3520
Date:	
Date:	
APRIL 9 th 2009	

Mark Appropriately:

Independent/Sole Proprietor:	
Corporation:	X
Partnership:	
Other/Specify:	

Social Security Number* or Federal Identification Number*

	41-2048756
--	------------

*Or, initial below:

	I have completed a new IRS Form W-9 that will be submitted directly to AUHSD Accounting.
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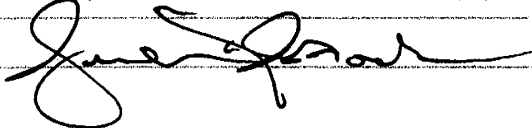
Telephone Number: E-mail Address:

888-367-8593	tylerstuff@mac.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:		Date:	4/22/09
------------	---	-------	---------

Tyler Durman, of Tyler Durman Inc.
Speaker to Students, Educators, Parents

Education: Undergrad – Literature Major. 1979
Masters – M.Div, Counselling. 1982

Experience: Full-time national speaker to students, educators, parents, 22 years
High School Teacher – English Literature. 1987

Author: Bite-Sized Wisdom for Parents, Book One, Two to Twenty Publishing,
2009. BSWisdom.com

News blurb taken from promo for Nations largest Student Conference

(National Association of Student Councils)

We are excited to announce that Tyler Durman, the nations most sought after speaker to students, will be our keynote speaker. Tyler is in demand internationally, and has spoken to well over 5,000,000 students. His 22 years experience in speaking to and counseling young people, along with his sincere love for students and his rare ability to captivate, make this a unique opportunity. He will not only inspire and encourage you, he'll also make you laugh. He's so funny that Universal Studios in Hollywood uses him regularly to entertain thousands of people. Be prepared, because your time spent with him will definitely be one of the highlights of your year.

References:

"Every student and educator in the U.S. needs to hear Tyler. No one is better!"

Dr. Paul Lewanski, Ed.D., California Teacher of the Year, 2004

"Every student in America needs to hear Tyler. I've never seen students respond so deeply to anyone else. I've heard him some 40 times – I'm never bored, and he never misses."

Don Shaffer, President - California Association of Student Leaders (Nations largest student organization).

"He's compelling, poignant.. just wonderful! He will profoundly impact any group!"

T. C. Hardesty, National Student Advisor of the Year 2000 (NASSP), State Director – Oklahoma Association of Student Councils

"Tyler has the unique ability to speak so powerfully that students lives are changed. They respect him and know that he understands them as few adults can – I've never seen anything like it."

Sandy Ginger, State Director – Nevada Association of Student Councils
Director – National Association of Student Councils National Convention, 2003

"I've never seen 2500 high school students laugh harder, be more entranced and sit with pin-drop silence, or be moved more deeply than during the 50 minutes spent with Tyler. He's simply the best speaker I've ever heard."

Steve Barkley, Director – Student Activities of Yucaipa High School (oversight of substance abuse programs) California Association of Directors of Activities (Nations largest student leadership organization).

"In 14 years I've heard many speakers - Tyler's simply the best speaker I've ever seen work with middle school / junior high school students."

Lisa Avery, Director – Mid-level Student Conference for California Assoc. of Directors of Activities. Director – Student Activities for Lindero Middle School (oversight of substance abuse programs)

"Our State loves and needs Tyler Durman, that's why we keep asking him back since we first heard him 11 years ago. Schedule him if you can."

Maris Aldrich, State Director of Montana Association of Student Councils
Board of Directors for National Association of Student Councils

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

EDUCATIONAL CONSULTING AGREEMENT

THIS AGREEMENT is made and entered into this:

14 th	day of	May	2009
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by and between

Feet First/Kevin Cloutier

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

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

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

and

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

WHEREAS such services are needed on a limited basis.

NOW, THEREFORE, the parties hereto agree as follows:

1. Services to be provided by Consultant:

Feet First/Kevin Cloutier, consultant, will provide music for two dances and serve as announcer/DJ, for approximately 235 Anaheim Union High School District (AUHSD) students attending the 2009 Associated Student Body (ASB) Retreat. He will also present several team building workshops, conduct the closing ceremonies, and will provide all required audio-visual equipment.

Site/School:	AUHSD 2009 ASB Retreat, San Diego, CA	Funds (Cost Center):	ASB (9150)
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2. List of Other Supportive Staff or Consultants:

Paul Chylinski & AUHSD activity directors will be on site to assist, as needed.

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

Date:	August 10, 2009
-------	-----------------

and shall diligently perform as specified and complete performance by:

Date:	August 12, 2009
-------	-----------------

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

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

Mr. Alden Esping, retired Loara High School activity director and the current director/coordinator of the AUHSD 2009 ASB Retreat, will provide the consultant with a full agenda of the planned activities.

5. District shall pay Consultant the maximum amount of

\$3,400

for services rendered

to # of people:	235 AUHSD students	# hours per day:	6	# of days:	3
-----------------	--------------------	------------------	---	------------	---

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

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

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

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

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

Feet First/Kevin Cloutier will provide music for two dance events, and serve as the announcer for the duration of the retreat. This will make the event an enjoyable learning experience for all Anaheim Union High School student leaders and model appropriate activities for school events.

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

Feet First/Kevin Cloutier is a professional announcer and is a 2008 recipient of the California Association of Directors of Activities (CADA) Lifetime Achievement Award. He is well known and highly regarded in California, for his presentations and expertise.

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

No technical support will be necessary.

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

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

- No Instructions:** The consultant will not be required to follow explicit instructions to accomplish the job.
- No Training:** The consultant will not receive training provided by the employer. The consultant will use independent methods to accomplish the work.
- Work Not Essential to the Employer:** The employer's success or continuation does not depend on the services of the consultant.
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- Possible Profit or Loss:** Consultant does these (check valid items):
 - Hires, directs, pays assistants
 - Has equipment, facilities
 - Has a continuing and recurring liability
 - Performs specific jobs for prices agreed-upon in advance
 - Lists services in Business Directory
 - Other (explain) _____
- Work for Multiple Employers:** Consultant may perform services for more than one employer simultaneously, unless otherwise noted.
- Services Available to the General Public** (check valid items):
 - Maintains an office
 - Business license
 - Business signs
 - Advertises services
 - Lists services in Business Directory
 - Other (explain) _____
- Limited Right to Discharge:** Consultant not subject to termination as long as contract specifications are met, unless otherwise noted (see Agreement #5 and #11).
- No Compensation for Non-Completion:** Responsible for satisfactory completion of job; no compensation for non-completion.

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

CONSULTANT:	DISTRICT:
--------------------	------------------

Typed Name of consultant (same as page 1):

Feet First/Kevin Cloutier	Anaheim Union High School District
---------------------------	------------------------------------

Typed Name/Title of Authorized Signatory:

Typed Name of Assistant Superintendent:

Kevin Cloutier/Feet First, owner,	Frederick Navarro, Ed.D
-----------------------------------	-------------------------

Authorized Signature:

Signature of Assistant Superintendent:

	
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Street Address:

Street Address:

10736 Jefferson Blvd. #409	501 Crescent Way, P.O. Box 3520
----------------------------	---------------------------------

City, State, Zip Code

City, State, Zip Code

Culver City, CA 90230	Anaheim, CA 92803-3520
-----------------------	------------------------

Date:

Date:

4/1/09	
--------	--

Mark Appropriately:

Independent/Sole Proprietor:	
Corporation:	X
Partnership:	
Other/Specify:	

Social Security Number*

or

Federal Identification Number*

	043590586
--	-----------

*Or, initial below:

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

Telephone Number:

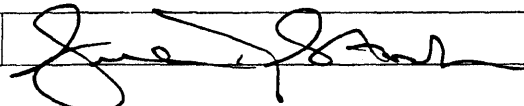
E-mail Address:

(310)641-1844	FEETFIRSTK@hotmail.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:		Date:	4/22/09
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ANAHEIM UNION HIGH SCHOOL DISTRICT
 501 Crescent Way – P.O. Box 3520
 Anaheim, CA 92803-3520

EDUCATIONAL CONSULTING AGREEMENT

THIS AGREEMENT is made and entered into this:

14 th	day of	May	2009
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by and between

Cheryl Mahlstedt

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

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

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

and

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

WHEREAS such services are needed on a limited basis.

NOW, THEREFORE, the parties hereto agree as follows:

1. Services to be provided by Consultant:

Cheryl Mahlstedt, consultant, will present three interactive sessions to approximately 235 Anaheim Union High School District (AUHSD) students, attending the 2009 Associated Student Body (ASB) retreat. The sessions are for students interested in conducting high school special events, class competitions, and increasing faculty and student body involvement. She will demonstrate a multitude of age-appropriate activities, for high school ASB students.

Site/School:	AUHSD 2009 ASB Retreat, San Diego, CA	Funds (Cost Center):	ASB (9150)
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2. List of Other Supportive Staff or Consultants:

AUHSD activity directors will be available to assist, as needed.
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3. Consultant shall commence providing services under this AGREEMENT on:

Date:	August 11, 2009
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and shall diligently perform as specified and complete performance by:

Date:	August 11, 2009
-------	-----------------

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

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

Mr. Alden Esping, retired Loara High School activity director and the current director/coordinator of the AUHSD 2009 ASB Retreat, will provide the consultant with a full agenda of the planned activities.

5. District shall pay Consultant the maximum amount of

\$750

for services rendered

to # of people:	235 AUHSD students	# hours per day:	4.5	# of days:	1
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pursuant to this AGREEMENT. Payment shall be made 15 to 30 days after receipt of invoice. Consultant shall submit an invoice to District.

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

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

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

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

Students will participate in and learn to facilitate, a number of interactive activities, which include team building, spirit works, and cooperative games that can be used at their respective schools.

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

Cheryl Mahlstedt has been an AUHSD employee for the past 37 years and was a recipient of the Orange County Teacher of the Year award in 1996. She has taught for 11 years in the California State University, Fullerton teacher credentialing program, and is a regular presenter at state and local conferences, in the area of student activities.

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

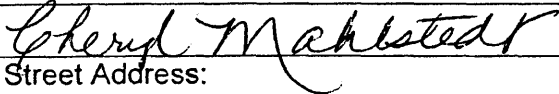
No technical support will be needed.

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

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

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

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

CONSULTANT:	DISTRICT:
Typed Name of consultant (same as page 1):	
Cheryl Mahlstedt	Anaheim Union High School District
Typed Name/Title of Authorized Signatory:	
Cheryl Mahlstedt, Private Consultant	Frederick Navarro, Ed. D
Authorized Signature:	
Signature of Assistant Superintendent:	
	
Street Address:	
129 Desert Falls Drive East	501 Crescent Way, P.O. Box 3520
City, State, Zip Code	
Palm Desert, CA 92211	Anaheim, CA 92803-3520
Date:	
April 2, 2009	


Mark Appropriately:

Independent/Sole Proprietor:	<input checked="" type="checkbox"/>
Corporation:	<input type="checkbox"/>
Partnership:	<input type="checkbox"/>
Other/Specify:	<input type="checkbox"/>

Social Security Number* or Federal Identification Number*

--	--

*Or, initial below:

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

Telephone Number:

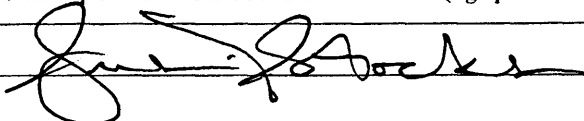
E-mail Address:

(714) 814-7936	cherylmahlstedt@aol.com
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If a company/corporation is being approved, the signature must be that of a responsible person. Typed company/corporation/individual's name must be identical to that on page 1.

PRINCIPAL/DISTRICT ADMINISTRATOR:

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

Signature:		Date:	4/22/09
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EDUCATIONAL CONSULTING AGREEMENT

THIS AGREEMENT is made and entered into this:

14 th	day of	May	2009
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by and between

Matthew McKinney

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

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

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

and

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

WHEREAS such services are needed on a limited basis.

NOW, THEREFORE, the parties hereto agree as follows:

1. Services to be provided by Consultant:

Matthew McKinney, consultant, will provide balloon decorating techniques to approximately 235 Anaheim Union High School District (AUHSD) students, attending the 2009 ASB Retreat. His presentation format is based on ideas, skits, noon-time activities, competitions, and spirit week ideas, which utilize balloons. He will hold three group workshops on communication skills, and how to work effectively with members of ASB, faculty, and staff. He will provide information on how students can serve the community through student government activities.

Site/School:	AUHSD 2009 ASB Retreat San Diego, CA	Funds (Cost Center)	ASB (9150)
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2. List of Other Supportive Staff or Consultants:

AUHSD activity directors will be available to assist, as needed.
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3. Consultant shall commence providing services under this AGREEMENT on:

Date:	August 11, 2009
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and shall diligently perform as specified and complete performance by:

Date:	August 11, 2009
-------	-----------------

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

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

Mr. Alden Esping, retired Loara High School activity director and the current director/coordinator of the AUHSD 2009 ASB Retreat, will provide the consultant with a full agenda of the planned activities.

5. District shall pay Consultant the maximum amount of

\$375

for services rendered

to # of people:	235 AUHSD students	# hours per day:	3	# of days:	1
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pursuant to this AGREEMENT. Payment shall be made 15 to 30 days after receipt of invoice. Consultant shall submit an invoice to District.

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

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

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

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

Students will learn balloon décor techniques, including proper helium safety equipment and procedures, which are used to create decorations for assemblies, dances, and school events. Decorative items include fast and efficient systems to assemble arches, columns, and garland with balloons, in different themes.

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

Matthew McKinney is a certified balloon artist and an expert in his field.

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

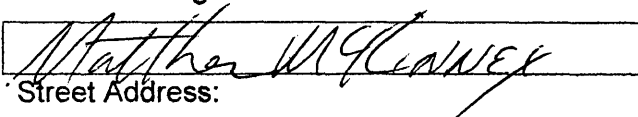
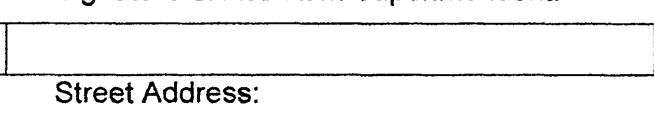
No technical support will be required.

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

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

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

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

CONSULTANT:	DISTRICT:
Typed Name of consultant (same as page 1):	
Matthew McKinney	Anaheim Union High School District
Typed Name/Title of Authorized Signatory:	
Matthew McKinney, Sole Proprietor	Fredrick Navarro Ed.D.
Authorized Signature:	
	
Signature of Assistant Superintendent:	
	
Street Address:	
27361 Padilla	501 Crescent Way, P.O. Box 3520
City, State, Zip Code	
Mission Viejo, CA 92705	Anaheim, CA 92803-3520
Date:	
4-1-09	

Mark Appropriately:

Independent/Sole Proprietor:	<input checked="" type="checkbox"/>
Corporation:	<input type="checkbox"/>
Partnership:	<input type="checkbox"/>
Other/Specify:	<input type="checkbox"/>

Social Security Number* or Federal Identification Number*

--	--

*Or, initial below:

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

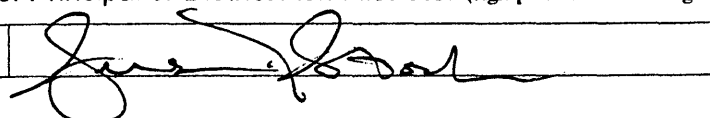
Telephone Number: E-mail Address:

(949)310-6220	mattmcms@cox.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:		Date:	4/22/09
------------	---	-------	---------

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

EDUCATIONAL CONSULTING AGREEMENT

THIS AGREEMENT is made and entered into this:

14 th	day of	May	2009
------------------	--------	-----	------

by and between

Janet Roberts

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

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

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

and

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

WHEREAS such services are needed on a limited basis.

NOW, THEREFORE, the parties hereto agree as follows:

1. Services to be provided by Consultant:

Janet Roberts, consultant, will provide workshops on poster making, advertisement, publicity and marketing techniques, for approximately 235 Anaheim Union High School District (AUHSD) students, attending the 2009 Associated Student Body (ASB) Retreat. Ms. Roberts will teach students to construct and design effective and eye-catching posters for school events, the proper use of language, and marketing techniques. The ASB Retreat is a means of providing training for the specific tasks, required by students participating in ASB leadership roles.

Site/School:	AUHSD 2009 ASB Retreat, San Diego, CA	Funds (Cost Center):	ASB (9150)
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2. List of Other Supportive Staff or Consultants:

AUHSD activity directors will be available to assist, as needed

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

Date:	August 11, 2009
-------	-----------------

and shall diligently perform as specified and complete performance by:

Date:	August 11, 2009
-------	-----------------

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

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

Mr. Alden Esping, retired Loara High School activity director and the current director/coordinator of the AUHSD 2009 ASB Retreat, will provide the consultant with a full agenda of the retreat's activities.

5. District shall pay Consultant the maximum amount of

\$675

for services rendered

to # of people:	235 AUHSD students	# hours per day:	3	# of days:	1
-----------------	--------------------	------------------	---	------------	---

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

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

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

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

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

Students will learn the proper protocol for promoting ASB activities, and will learn advertising, marketing techniques, and the basics of poster-making, intended to maximize student body participation in student activities.

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

Ms. Roberts is a California Association of Directors of Activities (CADA) award winner, and an experienced presenter at local, state, and national conferences, and is a critically acclaimed advertising and marketing expert in Southern California. She has been an active member of CADA since 1992 and is currently the director of student activities at Chino Hills High School.

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

No technical support will be required.

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

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

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

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

CONSULTANT:	DISTRICT:
--------------------	------------------

Typed Name of consultant (same as page 1):

Janet Roberts	Anaheim Union High School District
---------------	------------------------------------

Typed Name/Title of Authorized Signatory:

Typed Name of Assistant Superintendent:

Janet Roberts, Private Consultant	Frederick Navarro, Ed.D
-----------------------------------	-------------------------

Authorized Signature:

Signature of Assistant Superintendent:

<i>Janet Roberts</i>	
----------------------	--

Street Address:

Street Address:

1706 Autumnglow Drive	501 Crescent Way, P.O. Box 3520
-----------------------	---------------------------------

City, State, Zip Code

City, State, Zip Code

Diamond Bar, CA 91765	Anaheim, CA 92803-3520
-----------------------	------------------------

Date:

Date:

<i>April 6, 2009</i>	
----------------------	--

Mark Appropriately:

Independent/Sole Proprietor:	<input checked="" type="checkbox"/>
Corporation:	<input type="checkbox"/>
Partnership:	<input type="checkbox"/>
Other/Specify:	<input type="checkbox"/>

Social Security Number*

or

Federal Identification Number*

--	--

*Or, initial below:

<i>JR</i>	I have completed a new IRS Form W-9 that will be submitted directly to AUHSD Accounting.
-----------	---

Telephone Number:

E-mail Address:

(909)548-6042	Janet_Roberts@chino.k12.ca.us
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If a company/corporation is being approved, the signature must be that of a responsible person. Typed company/corporation/individual's name must be identical to that on page 1.

PRINCIPAL/DISTRICT ADMINISTRATOR:

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

Signature:	<i>Janet Roberts</i>	Date:	<i>4/22/09</i>
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EDUCATIONAL CONSULTING AGREEMENT

THIS AGREEMENT is made and entered into this:

14 th	day of	May	2009
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by and between

Stuart R. Shaffer

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

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

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

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

WHEREAS such services are needed on a limited basis.

NOW, THEREFORE, the parties hereto agree as follows:

1. Services to be provided by Consultant:

Stuart R. Shaffer, consultant, will provide a general session for an assembly of approximately 235 Anaheim Union High School District (AUHSD) students attending the 2009 Associated Student Body (ASB) Retreat, which includes ideas for skits, noon-time activities, competitions, and spirit week activities. He will also conduct three workshops on communication skills, how to work effectively with members of ASB, faculty/staff, and information on ways to serve the community through student government activities. The lessons include interactive group activities, role playing, workshops on hypothetical solutions for problems, and resolving conflicts when working with diverse populations. Mr. Shaffer has been presenting "The Traveling Junk Show," and other various workshops for the past 25 years.

Site/School:	AUHSD 2009 ASB Retreat, San Diego, CA	Funds (Cost Center):	ASB (9150)
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2. List of Other Supportive Staff or Consultants:

AUHSD activity directors will be available to assist, as needed.
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3. Consultant shall commence providing services under this AGREEMENT on:

Date:	August 11, 2009
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and shall diligently perform as specified and complete performance by:

Date:	August 11, 2009
-------	-----------------

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

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

Mr. Alden Esping, retired Loara High School activity director and the current director/coordinator of the AUHSD 2009 ASB Retreat, will provide the consultant with a full agenda of the planned activities.

5. District shall pay Consultant the maximum amount of

\$1,400

for services rendered

to # of people:	235 AUHSD students	# hours per day:	4.5	# of days:	1
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pursuant to this AGREEMENT. Payment shall be made 15 to 30 days after receipt of invoice. Consultant shall submit an invoice to District.

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

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

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

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

ASB student leaders will learn practical tips and activities for conducting successful ASB assemblies. Additionally, discussions will include ideas for working effectively with administrators and school staff, to guarantee an effective and productive ASB activity program.

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

Stuart R. Shaffer is an outstanding presenter and nationally recognized for his leadership training of young people. He is a national award winner in the area of student activities, and past president of the California Association of Directors of Activities (CADA). His experience and techniques have been very effective, and he has been a valued participant each year at the annual ASB retreat.

List any technical support that will need to be supplied by district.


No technical support will be necessary.

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

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

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

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

CONSULTANT:		DISTRICT:	
Typed Name of consultant (same as page 1):			
Stuart R. Shaffer		Anaheim Union High School District	
Typed Name/Title of Authorized Signatory:		Typed Name of Assistant Superintendent:	
Stuart R. Shaffer, Private Consultant		Frederick Navarro	
Authorized Signature:		Signature of Assistant Superintendent:	
			
Street Address:		Street Address:	
P.O. Box 6156		501 Crescent Way, P.O. Box 3520	
City, State, Zip Code		City, State, Zip Code	
San Diego, CA 92166		Anaheim, CA 92803-3520	
Date:		Date:	
4/16/09			


Mark Appropriately:

Independent/Sole Proprietor:	<input checked="" type="checkbox"/>
Corporation:	<input type="checkbox"/>
Partnership:	<input type="checkbox"/>
Other/Specify:	<input type="checkbox"/>

Social Security Number* or Federal Identification Number*

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*Or, initial below:

	I have completed a new IRS Form W-9 that will be submitted directly to AUHSD Accounting.
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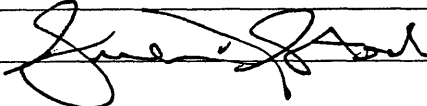
Telephone Number: E-mail Address:

(619)787-4683	stu@stushaffer.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: 	Date: 4/22/09
--	---------------

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

EDUCATIONAL CONSULTING AGREEMENT

THIS AGREEMENT is made and entered into this:

14 th	day of	May	2009
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by and between

Denise Van Doorn

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

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

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

and

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

WHEREAS such services are needed on a limited basis.

NOW, THEREFORE, the parties hereto agree as follows:

1. Services to be provided by Consultant:

Denise Van Doorn, consultant, will conduct a workshop for approximately 235 Anaheim Union High School District AUHSD) students attending the 2009 Associated Student Body (ASB) Retreat. The workshop is based on effective methods for planning appropriate high school events. Students will participate in "bite size strategies" and/or tools, and engaging activities needed to implement successful ASB high school programs. Some of the tools and strategies include goal setting, project planning, project evaluation, establishing timelines, and building excitement with music at ceremonies. Participants will also receive a CD and handouts detailing how to build successful ASB events.

Site/School:	AUHSD 2009 ASB Retreat, San Diego, CA	Funds (Cost Center):	ASB (9150)
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2. List of Other Supportive Staff or Consultants:

AUHSD activity directors will be available to assist, as needed.
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3. Consultant shall commence providing services under this AGREEMENT on:

Date:	August 11, 2009
-------	-----------------

and shall diligently perform as specified and complete performance by:

Date:	August 11, 2009
-------	-----------------

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

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

Mr. Alden Esping, retired Loara High School activity director and the current director/coordinator of the AUHSD 2009 ASB Retreat, will provide the consultant with a full agenda of the planned activities.

5. District shall pay Consultant the maximum amount of

\$600

for services rendered

to # of people:	235 AUHSD students	# hours per day:	3	# of days:	1
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pursuant to this AGREEMENT. Payment shall be made 15 to 30 days after receipt of invoice. Consultant shall submit an invoice to District.

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

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

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

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

This hands-on practical workshop will provide students with strategies for implementing the routine parts of project planning and how to make the planning process more meaningful and fun.

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

Denise Van Doorn is a past president of the California Association of Directors of Activities (CADA) and highly regarded as a student activities expert. She has been a presenter at schools and school campuses across California and Nevada.

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

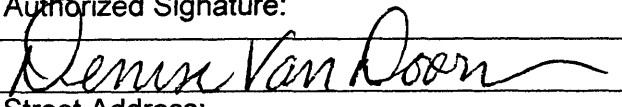
No technical support will be required.

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

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

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

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

CONSULTANT:		DISTRICT:	
Typed Name of consultant (same as page 1):			
Denise Van Doorn		Anaheim Union High School District	
Typed Name/Title of Authorized Signatory:		Typed Name of Assistant Superintendent:	
Denise Van Doorn, Private Consultant		Frederick Navarro	
Authorized Signature:		Signature of Assistant Superintendent:	
			
Street Address:		Street Address:	
3659 Via Calabria		501 Crescent Way, P.O. Box 3520	
City, State, Zip Code		City, State, Zip Code	
Escondido, CA 92025		Anaheim, CA 92803-3520	
Date:		Date:	
3/31/09			

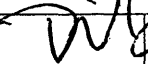
Mark Appropriately:

Independent/Sole Proprietor:	<input checked="" type="checkbox"/>
Corporation:	<input type="checkbox"/>
Partnership:	<input type="checkbox"/>
Other/Specify:	<input type="checkbox"/>

Social Security Number* or Federal Identification Number*

--	--

*Or, initial below:

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

Telephone Number:

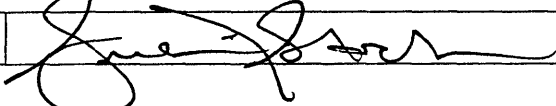
E-mail Address:

(760)291-7799	obwhan@cox.net
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If a company/corporation is being approved, the signature must be that of a responsible person. Typed company/corporation/individual's name must be identical to that on page 1.

PRINCIPAL/DISTRICT ADMINISTRATOR:

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

Signature:		Date:	4/22/09
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AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into this May 14, 2009, by 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 2009-2010 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 its 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 its 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.	\$1360.00 per day	<u>lym</u>
2. Above services with 3 nurses (based on student populations)	\$1585.00 per day	<u>lym</u>
3. Threshold testing (if failed hearing and Time permits)	NO CHARGE	<u>lym</u>
4. Pre-printing test response forms (includes data download & conversion)	\$150.00	<u>lym</u>

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, 2009, through June 30th, 2010.

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

Barbara Yost

Harry L. Jones, M.A.

Date: 4/9/09

Date: 3-2-09

Fredrick Navarro
Assistant Superintendent

Date of Board Approval

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:

14 th	day of	May	2009
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in reference to the Consulting Agreement by and between

Language Network, Inc.

Independent Contractor, hereinafter referred to as "Consultant" and the Anaheim Union High School District, hereinafter referred to as "District" dated and Board approved:

June 26, 2008

and amends said Consulting Agreement as follows:

By mutual agreement, the Anaheim Union High School District and Language Network, Inc., hereby agree to increase the \$15,000 amount in the original agreement, which extends from August 1, 2008, to July 31, 2010, by \$10,000, to a revised, "not to exceed" amount of \$25,000.

There are many students and parents requiring periodic assistance regarding health, safety, and educational issues that speak languages not currently supported, due to small numbers. Language Network, Inc., a recognized translation and interpretation service located in Orange County, has helped fill these incidental needs. The increase in cost is due to increased use for special education mandates that require translation and interpretation support in languages other than Spanish and Korean. Spanish and Korean services, which are provided by our district personnel, will not be utilized through these consulting services, except in serious emergency situations. Also, except in serious emergency situations, Vietnamese oral interpretation will not be utilizing these consulting services.

The on-demand-only services provided by Language Network, Inc., enable the AUHSD to meet the interpretation and/or translation needs of non-native English speaking students and parents in languages which represent less than 15 percent of the student population, as cited in California Education Code Section 48985.

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):	
Language Network, Inc.	Anaheim Union High School District
Typed Name/Title of Authorized Signatory:	
Alisa Perez-Evans/President & Founder	Frederick Navarro
Authorized Signature:	
Signature of Assistant Superintendent:	
Street Address:	
55 Valley Terrace	501 Crescent Way, P.O. Box 3520
City, State, Zip Code	
Irvine, CA 92603	Anaheim, CA 92803-3520
Date:	
April 34, 2009	

Mark Appropriately:

Independent/Sole Proprietor:	
Corporation:	X
Partnership:	
Other/Specify:	

Social Security Number* or Federal Identification Number*

	94-3440775
--	------------

*Or, initial here:

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

Telephone Number:

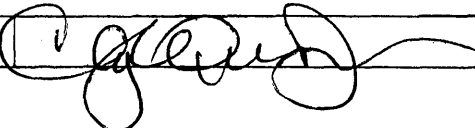
E-mail Address:

949-733-2446	alisa@languagenetworkusa.com
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If a company/corporation is being approved, the signature must be that of a responsible person. Typed company/corporation/individual's name must be identical to that on page 1.

PRINCIPAL/DISTRICT ADMINISTRATOR:

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

Signature: 	Date: May 5, 2009
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Instructional Materials Submitted for Adoption

May 14, 2009

Display Period April 23, 2009-May 14, 2009

Curriculum	Basic/ Suppl	Course Name/ Number	GR	Title	Publisher
English Language Arts	Basic	English 7/ Course #s 1330, 1332, and 1335	7	<i>CA Student Edition Holt Literature & Language Arts-Grade 7</i>	Holt
English Language Arts	Suppl	English 7/ Course #s 1330, 1332, and 1335	7	<i>CA Student Edition Holt Warriner Handbook- Grade 7</i>	Holt
English Language Arts	Basic	English 8/ Course #s 1350, 1352, and 1355	8	<i>CA Student Edition Holt Literature & Language Arts-Grade 8</i>	Holt
English Language Arts	Suppl	English 8/ Course #s 1350, 1352, and 1355	8	<i>CA Student Edition Holt Warriner Handbook- Grade 8</i>	Holt
English Language Development, Intensive Reading, Special Education	Basic	English Language Development, Intensive Reading, Special Education	7-8	<i>Inside/Level A</i>	Hampton-Brown/National Geographic
English Language Development, Intensive Reading, Special Education	Basic	English Language Development, Intensive Reading, Special Education	7-8	<i>Inside/Level B</i>	Hampton-Brown/National Geographic
English Language Development, Intensive Reading, Special Education	Basic	English Language Development, Intensive Reading, Special Education	7-8	<i>Inside/Level C</i>	Hampton-Brown/National Geographic
English Language Development, Intensive Reading, Special Education	Suppl	English Language Development, Intensive Reading, Special Education	7-8	<i>Inside-Writing/Level C</i>	Hampton-Brown/National Geographic
English Language Development, Intensive Reading, Special Education	Basic	English Language Development, Intensive Reading, Special Education	7-8	<i>Inside/Level D</i>	Hampton-Brown/National Geographic

English Language Development, Intensive Reading, Special Education	Suppl	English Language Development, Intensive Reading, Special Education	7-8	<i>Inside-Writing/Level D</i>	Hampton-Brown/National Geographic
English Language Development, Intensive Reading, Special Education	Basic	English Language Development, Intensive Reading, Special Education	7-8	<i>Inside/Level E</i>	Hampton-Brown/National Geographic
English Language Development, Intensive Reading, Special Education	Suppl	English Language Development, Intensive Reading, Special Education	7-8	<i>Inside-Writing/Level E</i>	Hampton-Brown/National Geographic
Science	Suppl	Human Anatomy and Physiology/ Course # 5430	9-12	<i>Stiff-The Curious Lives of Human Cadavers</i>	W.W. Norton Company
Business	Suppl	Web Page Design 1/ Course # 805	Adult Ed	<i>HTML, Third Edition</i>	Thomson Course Technology
Business	Suppl	Web Page Design 1/ Course # 805	Adult Ed	<i>Macromedia Dreamweaver MX2004</i>	Thomson Course Technology

Disposal of Surplus Miscellaneous Furniture and Equipment

EXHIBIT W

Quantity	Description
1	LARGE METAL CABINET
3	POTTERY KICK WHEELS
10	OVERHEAD PROJECTORS
9	VCR RECORDERS/PLAYER
1	LOT - MISC. MAINT. PLUMBING SUPPLIES
1	LOT- MISC. MAINT. ELECTRICAL SUPPLIES
1	LOT- MAINT. GENERAL SUPPLIES
1	TABLE 34X72
2	TABLE 30X60
1	TABLE 36X72
2	SMALL DESK
1	TEACHER DESK 30X48
4	TYPEWRITER TABLES
7	TELEVISIONS
4	5-D FILE CABINETS
2	4-D FILE CABINETS
1	2-D LEGAL FILE
1	CHEST FREEZER
5	A/V CARTS
1	SPEAKER CABINET
2	FLUOR. LAMP
1	LG. PLASTIC CASE
1	SM BOOK SHELF
1	SMALL A/V CART
1	WORK TABLE 34X72
1	SONY VIDEO CAMERA
1	DUKANE RECORDER PULSER
1	EICO SIGNAL TRACER
1	SWEEP GENERATOR
2	HV POWER SUPPLY
1	HEATHKIT AMPLIFIER
2	TAPE REWINDERS
1	MULTI METER
1	PHOTO LIGHT FIXTURE
1	PORTABLE PA
1	EXTENSION SPEAKER

1	LOT - O/H PROJECTOR GLASS
1	TRANSISTOR TESTER
1	OSCILOSCOPE
6	SLIDE CAROUSEL
1	CAMERA MOUNT W/LIGHTS
1	BERKEY BEAM
1	LAIRD VIDEO CONNECTOR
1	GRADCO LIGHT PRESENTOR

Disposal of Obsolete Unrepairable Computer Equipment

Quantity	Type of Equipment
1	ALL IN ONE (PRINT,FAX, COPY)
76	COMPUTER (CPU)
41	KEYBOARDS
67	MONITORS
20	PRINTERS
1	PRINTER/SCANNER
1	PANASONIC FAX

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 05/14/2009

FROM 04/10/2009 TO 04/30/2009

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
964A0063	SUPERIOR COURT OF ORANGE COUNT	63,426.45	63,426.45	2120731085 6270	ANAHEIM/MEAS Z GROWTH/FAC ACQ / MAIN
964A0064	DEPT. OF GENERAL SERVICES	11,007.02	11,007.02	2124730585 6210	LOARA/MEAS Z/MODERN/FAC ACQ / PLANNING - FAC/DEVELOPER FEES/GEN ADMIN /
964A0065	GOVERNMENT FINANCIAL STRATEGIE	40,000.00	40,000.00	2556710072 5810	ADMIN/ELECTRIC/MO / REPAIRS/MAINT - O/S
964C0211	MONTEON ELECTRIC	1,150.00	1,150.00	0150231081 5610	BUSINESS/ GENL ADM / OTHER OFFICE/MISC
964C0217	SEHI COMPUTER PRODUCTS	296.77	296.77	0155155072 4320	SA/SCH ADM/SCH ADM / OTHER OFFICE/MISC
964C0228	SUPPLYMASTER	179.02	179.02	0123140027 4320	HOPE/PAVING/MO / REPAIRS/MAINT - O/S
964C0234	GOLDEN STATE PAVING CO INC	5,200.00	5,200.00	0147238081 5610	HOPE/GENERAL/MO / REPAIRS/MAINT - O/S
964C0235	PREFERRED CONCEPT	966.00	966.00	0147230081 5610	TRIDENT/ GENERAL/ MO / REPAIRS/MAINT - O/S
964C0236	M.P. SOUTH INC	1,895.00	1,895.00	0169230081 5610	ANAHEIM/GLASS/MO / REPAIRS/MAINT - O/S
964C0237	GREENS DISCOUNT GLASS AND SCRE	10,090.68	10,090.68	0120234081 5610	GRAPHICS/GENL ADM / NON-INSTRUCTIONAL
964C0239	OCT DIGITAL IMAGING AND COLOR	426.30	426.30	0118118072 5810	WESTERN/GENERAL/MO / REPAIRS/MAINT - O/S
964C0240	ALL COUNTY ENVIRONMENTAL INC.	2,565.00	2,565.00	0121230081 5610	MAINTENANCE/MO / REPAIRS/MAINT - O/S
964C0241	EWLES MATERIALS AND DUMP SITE	2,076.75	2,076.75	0110230081 5610	EDUCATION/SUPV INST / REPAIRS/MAINT - O/S
964L0161	EASTMAN KODAK CO	2,112.00	2,112.00	0115115021 5610	BALL/GENERAL/MO / REPAIRS/MAINT - O/S
964R1906	STATE OF CALIFORNIA	105.00	105.00	0138230081 5610	KATELLA/MEAS Z/MODERN/FAC ACQ /
964R1907	GIANNELLI ELECTRIC INC.	1,000.00	1,000.00	2125730585 6274	OR/CUSTODIAL/MO / OPERATIONS SUPPLIES -
964R1908	YAMAHA GOLF CARS OF CALIFORNIA	273.47	273.47	0132131081 4347	ANAHEIM/BIOLOGY/INSTR / INSTRUCTIONAL
964R1909	SCIENCE KIT INC AND BOREAL	3,970.48	3,970.48	0120032010 4310	CaMSP/OCDE/INSTR SUPERVISION /
964R1910	NATIONAL SCIENCE TEACHERS ASSO	10,000.00	10,000.00	0100371121 5805	LEX/LOC GRANT/GIFT / INSTRUCTIONAL MATL &
964R1911	LIBRARY VIDEO COMPANY	355.94	355.94	0144591510 4310	ACCTG /GENL ADM / OTHER OFFICE/MISC
964R1912	SUPPLYMASTER	488.98	488.98	0107107072 4320	LEX/LOC GRANT/GIFT / INSTRUCTIONAL MATL &
964R1913	NASCO MODESTO	1,091.67	1,091.67	0144591510 4310	MA/PHYSICS/INSTR / INSTRUCTIONAL MATL &
964R1914	WARD'S NATURAL SCIENCE EST	341.03	341.03	0122035010 4310	WA/AFTSCHL/ANCIL / INSTRUCTIONAL MATL &
964R1915	BSN SPORTS	2,262.34	2,262.34	0134054010 4310	

ANAHEIM UHSD

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964R1916	MEDCO SPORTS MEDICINE	1,098.38	1,098.38	0125028034 4320	KA/ATHLETICS/HEALTH / OTHER OFFICE/MISC
964R1917	AMERICAN THERMOFORM CORP.	241.06	241.06	0120255511 4310	VISION/SE SEP CL/SEV / INSTRUCTIONAL MATL &
964R1918	CLARK, WILMA	3,081.90	3,081.90	0100000010 3408	GEN FUND/INSTR / H & W ABATEMENT
964R1919	BUTLER, DOUGLAS	424.96	424.96	0100000010 3408	GEN FUND/INSTR / H & W ABATEMENT
964R1920	VERNIER SOFTWARE	1,448.55	1,448.55	0117517010 4310	INSTR/BOEING SCI & MATH/INSTR /
964R1921	VERNIER SOFTWARE	1,894.96	1,894.96	0117517010 4310	INSTR/BOEING SCI & MATH/INSTR /
964R1922	WEST SHIELD ADOLESCENT SERVICE	2,451.70	2,451.70	0119283036 5870	SYS/TRANS / PUPIL TRANSPORTATION
964R1923	VERNIER SOFTWARE	1,609.20	1,609.20	0117517010 4310	INSTR/BOEING SCI & MATH/INSTR /
964R1924	GRACE EDUCATION CENTER (NPS)	43,022.00	43,022.00	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
964R1925	VAUGHN IRRIGATION SERVICES INC	2,607.65	2,607.65	0127222081 4347	OPERATIONS - GROUNDS / OPERATIONS SUPPLIES
964R1926	TORRES, TONY	169.06	169.06	0151508140 4320	ATH FOUNDATION/ANCILLARY / OTHER
964R1927	VERNIER SOFTWARE	2,213.62	2,213.62	0117517010 4310	INSTR/BOEING SCI & MATH/INSTR /
964R1928	VERNIER SOFTWARE	1,537.48	1,537.48	0117517010 4310	INSTR/BOEING SCI & MATH/INSTR /
964R1929	B AND M LAWN AND GARDEN INC	242.50	242.50	0132028081 4347	ORANGEVIEW/ATHLET/FIELD SUPP / OPERATIONS
964R1930	MACKIN LIBRARY MEDIA	2,300.00	2,300.00	0128000024 4210	CY / L M T / BOOKS AND REFERENCE MATERIAL
964R1931	ALL COUNTY ENVIRONMENTAL INC.	8,530.00	8,530.00	0120230081 5610	ANAHEIM/GENERAL/MO / REPAIRS/MAINT - O/S
964R1932	MACKIN LIBRARY MEDIA	385.60	385.60	0142000024 4210	OXFORD/L M T / BOOKS AND REFERENCE
964R1933	ROSS AND FRANKLIN	916.75	916.75	0172372721 4320	DFS/SERVITTE-CONNELLYN / OTHER OFFICE/MISC
964R1934	SEHI COMPUTER PRODUCTS	616.53	616.53	0121393110 4310	VEA PERKINS STUDENT ORG WESTRN /
964R1935	CORPORATE EXPRESS	193.75	193.75	0138251511 4310	LEARN HDCP / SE SE / INSTRUCTIONAL MATL &
964R1936	NAVA, VICTOR	1,773.93	1,773.93	2521710000 8681	WE/DEVELOPER FEE/REV / FEES
964R1937	BSN SPORTS	2,214.80	2,214.80	0137054040 4310	SY/AFTSCHL/ANCIL / INSTRUCTIONAL MATL &
964R1938	PERLMUTTER PURCHASING POWER	2,494.41	322.17	0142159510 4310	OXFORD/ACCTS RECEIVABLE / INSTRUCTIONAL
			2,172.24	0142159510 4410	OXFORD/ACCTS RECEIVABLE / EQUIPMENT -

ANAHEIM UHSD

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964R1939	HODGE PRODUCTS INC	3,558.30	3,558.30	0123027010 4310	SA/PHYS ED/INSTR / INSTRUCTIONAL MATL &
964R1940	DINN BROS.	146.91	146.91	0140005010 4310	SOUTH/ART/INSTR / INSTRUCTIONAL MATL &
964R1941	SCHOLASTIC BOOK FAIRS	645.98	645.98	0144252011 4310	LEARN HDCP/SE SEP CL/NSEV / INSTRUCTIONAL
964R1942	POSITIVE PROMOTIONS INC	212.56	212.56	0100413510 4310	CA SAFE PROGRAM/INSTRUCTION /
964R1943	SCHOLASTIC BOOK CLUBS INC.	2,372.19	2,372.19	0137379010 4310	TITLE III LIMITED ENG PROF / INSTRUCTIONAL
964R1944	SCHOLASTIC BOOK CLUBS INC.	4,715.04	4,715.04	0137379010 4310	TITLE III LIMITED ENG PROF / INSTRUCTIONAL
964R1945	HOOLEON CORPORATION	915.07	915.07	0121393010 4310	WESTERN/VEA-2B/INSTR / INSTRUCTIONAL MATL
964R1946	CALLOWAY HOUSE INC.	53.44	53.44	0125393010 4310	KA/VEA-2B/INSTR / INSTRUCTIONAL MATL &
964R1947	LIBRARY STORE, THE	51.06	51.06	0168000010 4310	GI SOUTH/INSTR / INSTRUCTIONAL MATL &
964R1948	FLINN SCIENTIFIC INC	717.13	717.13	0140140010 4310	SOUTH/SCHOOL ADMIN/INSTR / INSTRUCTIONAL
964R1949	SARGENT WELCH LLC	1,560.73	1,560.73	0128025040 4320	CY/ASB/ANCIL / OTHER OFFICE/MISC SUPPLIES
964R1950	FINNEY COMPANY	4,432.27	4,432.27	0125393010 4310	KA/VEA-2B/INSTR / INSTRUCTIONAL MATL &
964R1951	FISHER SCIENCE EDUCATION	745.37	745.37	0144032010 4310	LEX/GEN SCI/INSTR / INSTRUCTIONAL MATL &
964R1952	COMMUNICATIONS CENTER	497.98	497.98	0121000083 4320	WESTERN/SEC / OTHER OFFICE/MISC SUPPLIES
964R1953	MEDCO SPORTS MEDICINE	1,292.83	1,292.83	0128028010 4320	CY/ATHLET/INSTR / OTHER OFFICE/MISC SUPPLIES
964R1954	STUDENT VENTURE	9,583.60	9,583.60	0128027010 4310	CY/PHYS ED/INSTR / INSTRUCTIONAL MATL &
964R1955	GOPHER SPORTS EQUIPMENT	967.20	967.20	0120027010 4310	ANAHEIM/PHYS ED/INSTR / INSTRUCTIONAL MATL
964R1956	NASCO MODESTO	1,226.07	1,226.07	0140027010 4310	SOUTH/PHYS ED/INSTR / INSTRUCTIONAL MATL &
964R1957	BSN SPORTS	528.89	528.89	0138025040 4310	BALL/ASB/ANCIL / INSTRUCTIONAL MATL &
964R1958	SEHI COMPUTER PRODUCTS	67.46	67.46	0144002010 4310	LEX/BUS ED/INSTR / INSTRUCTIONAL MATL &
964R1959	GOV CONNECTION	257.80	257.80	0119283032 4320	SYS/PSYCH / OTHER OFFICE/MISC SUPPLIES
964R1960	GOV CONNECTION	643.32	643.32	0125381010 4310	KA/ECIA1/INSTR / INSTRUCTIONAL MATL &
964R1961	BSN SPORTS	2,920.82	2,920.82	0144054040 4310	LEX/AFTSCHL/ANCIL / INSTRUCTIONAL MATL &
964R1962	ADVANTAGE FITNESS PRODUCTS	2,240.16	2,240.16	0120027010 4366	ANAHEIM/PHYS ED/INSTR / REIMBURSE - PE FUND

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964R1963	GOV CONNECTION	522.34	522.34	0124252011 4310	LEARN HDCP/SE SEP CL/NSEV / INSTRUCTIONAL
964R1964	GOV CONNECTION	164.27	164.27	0147257011 4312	SEVER HDCP/SE SEP CL/SEV / INSTR MATLS &
964R1965	GOV CONNECTION	119.03	119.03	0128002010 4310	CY/BUS ED/INSTR / INSTRUCTIONAL MATL &
964R1966	GOV CONNECTION	301.94	301.94	0140381010 4310	SOUTH/ECIA1/INSTR / INSTRUCTIONAL MATL &
964R1967	OCDE	25.00	25.00	0153393021 5210	SP SR ADM/VEA-2B/SUPV INST / TRAVEL AND
964R1968	MEDCO SPORTS MEDICINE	2,607.81	1,107.81	0127025040 9205	KE/ANCIL / ACCOUNTS RECEIVABLE MANUAL
			1,500.00	0127028034 4320	KENNEDY/ATHLETICS/HEALTH / OTHER
964R1969	NIGRO NIGRO AND WHITE PC	2,591.00	2,591.00	0106106072 5210	BUSINESS/GENL ADM / TRAVEL AND CONFERENCE
964R1970	RECORDED BOOKS INC	14,207.37	14,207.37	0162381010 4210	TITLE I / BOOKS AND REFERENCE MATERIAL
964R1971	SCHOOL SPECIALTY INC	208.54	208.54	0131381110 4320	TITLE I - PARENTING / OTHER OFFICE/MISC
964R1972	JEYCO PRODUCTS INC	108.21	108.21	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
964R1973	VARITEK	310.98	310.98	0119283039 5610	SYS/OTHER PUPIL / REPAIRS/MAINT - O/S
964R1974	CALIFORNIA DEPARTMENT OF EDUCA	613,006.00	613,006.00	0100439500 9510	AFTER SCH ED/SAFETY (ASES) / ACCOUNTS
964R1975	SUNBIRD EMBROIDERY	309.94	309.94	0138025040 4310	BALL/ASB/ANCIL / INSTRUCTIONAL MATL &
964R1976	EASTEX PRODUCTS INC.	133.00	133.00	0147257081 4347	SEVER HDCP/MO/SEV / OPERATIONS SUPPLIES -
964R1977	HOUGHTON MIFFLIN COMPANY	190.53	190.53	0134261012 4210	SE RES SP(RSP)/SE RES SP/NSEV / BOOKS AND
964R1978	NASCO MODESTO	492.50	492.50	0140005010 4310	SOUTH/ART/INSTR / INSTRUCTIONAL MATL &
964R1979	PROTECT COMPUTER PRODUCTS	153.78	153.78	0140002010 4310	SOUTH/BUS ED/INSTR / INSTRUCTIONAL MATL &
964R1980	HOUGHTON MIFFLIN COMPANY	101.36	101.36	0122252011 4310	LEARN HDCP/SE SEP CL/NSEV / INSTRUCTIONAL
964R1981	SCHOOL SERVICES OF CALIFORNIA	160.00	160.00	0107107072 5210	ACCTG /GENL ADM / TRAVEL AND CONFERENCE
964R1982	DAY WIRELESS SYSTEMS	220.33	220.33	0147257011 4310	SEVER HDCP/SE SEP CL/SEV / INSTRUCTIONAL
964R1983	NASCO MODESTO	213.73	213.73	0120005010 4310	ANAHEIM/ART/INSTR / INSTRUCTIONAL MATL &
964R1984	CORPORATE EXPRESS	127.24	127.24	1181610027 4320	ADULT/SCH ADM / OTHER OFFICE/MISC SUPPLIES
964R1985	JOSTENS	2,787.80	2,787.80	0168000010 4310	GI SOUTH/INSTR / INSTRUCTIONAL MATL &

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964R1986	BIO RAD LABORATORIES INC.	213.16	213.16	0127492210 4310	TIIBG/ KENNEDY IB/INSTR / INSTRUCTIONAL
964R1987	NASCO MODESTO	896.33	896.33	0144005010 4310	LEX/ART/INSTR / INSTRUCTIONAL MATL &
964R1988	DEMCO INC	405.84	405.84	0137381010 4310	SY/ECLA/INSTR / INSTRUCTIONAL MATL &
964R1989	GOV CONNECTION	1,170.56	1,170.56	0144002010 4310	LEX/BUS ED/INSTR / INSTRUCTIONAL MATL &
964R1990	WOODWORKER'S SUPPLY INC	553.10	553.10	0144591510 4310	LEX/LOC GRANT/GIFT / INSTRUCTIONAL MATL &
964R1991	SOCIAL STUDIES SCHOOL SERVICE	511.79	511.79	0144591510 4310	LEX/LOC GRANT/GIFT / INSTRUCTIONAL MATL &
964R1992	HOUGHTON MIFFLIN COMPANY	194.75	194.75	0121252011 4310	LEARN HDCP/SE SEP CL/NSEV / INSTRUCTIONAL
964R1993	SCIENCE FIRST STARLAB	110.69	110.69	0132032010 4310	OR/GEN SCI/INSTR / INSTRUCTIONAL MATL &
964R1994	BLICK ART MATERIALS	238.62	238.62	0120005010 4310	ANAHEIM/ART/INSTR / INSTRUCTIONAL MATL &
964R1995	ACORN MEDIA	165.25	121.76	0132251011 4210	COMM HDCP/SE SEP CL/NSEV / BOOKS AND
			43.49	0132251011 4310	COMM HDCP/SE SEP CL/NSEV / INSTRUCTIONAL
964R1996	BRAINPOP LLC	195.00	195.00	0132251011 4310	COMM HDCP/SE SEP CL/NSEV / INSTRUCTIONAL
964R1997	TEACHER'S DISCOVERY	181.91	181.91	0144591510 4310	LEX/LOC GRANT/GIFT / INSTRUCTIONAL MATL &
964R1998	B AND M LAWN AND GARDEN INC	5,999.74	5,999.74	0123025040 6490	SA/ASB/ANCIL / EQUIPMENT - OTHER
964R1999	SEHI COMPUTER PRODUCTS	89.66	89.66	0122255011 4310	HEARING/SE SEP CL/SEV / INSTRUCTIONAL MATL
964R2000	WARD'S NATURAL SCIENCE EST	115.25	115.25	0144591510 4310	LEX/LOC GRANT/GIFT / INSTRUCTIONAL MATL &
964R2001	SCHOOLMASTERS	182.74	182.74	0144591510 4310	LEX/LOC GRANT/GIFT / INSTRUCTIONAL MATL &
964R2002	SUMMIT LEARNING	200.12	200.12	0144591510 4310	LEX/LOC GRANT/GIFT / INSTRUCTIONAL MATL &
964R2003	CALLOWAY HOUSE INC.	74.36	74.36	0144591510 4310	LEX/LOC GRANT/GIFT / INSTRUCTIONAL MATL &
964R2004	KERN RESOURCE CENTER	1,125.00	1,125.00	0142412010 5210	HLTH CAREER INCENT GR-INSTR / TRAVEL AND
964R2005	FREY SCIENTIFIC	88.43	88.43	0144591510 4310	LEX/LOC GRANT/GIFT / INSTRUCTIONAL MATL &
964R2006	NASCO MODESTO	73.25	73.25	0144591510 4310	LEX/LOC GRANT/GIFT / INSTRUCTIONAL MATL &
964R2007	SEHI COMPUTER PRODUCTS	126.16	126.16	0122251511 4310	LEARN HDCP S/SE SEP CL/NSEV / INSTRUCTIONAL
964R2008	ACORN MEDIA	401.29	401.29	0138252011 4210	LEARN HDCP/SE SEP CL/NSEV / BOOKS AND

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964R2009	SEHI COMPUTER PRODUCTS	717.48	717.48	0124393010 4310	LOARA/VEA-2B/INSTR / INSTRUCTIONAL MATL &
964R2010	I. INITIAL	848.25	848.25	0146140027 4320	COMMUNITY DAY SCH/ADMIN / OTHER
964R2011	CORWIN PRESS INC.	45.05	45.05	0115115021 4310	EDUCATION/SUPV INST / INSTRUCTIONAL MATL &
964R2012	SCHOLASTIC BOOK CLUBS INC.	2,359.66	2,359.66	0121379010 4310	TITLE III LIMITED ENG PROF / INSTRUCTIONAL
964R2013	OXFORD UNIVERSITY PRESS	657.56	657.56	0153383210 4210	TITLE V A/ CONNELLY / BOOKS AND REFERENCE
964R2014	SUPERIOR PRODUCTS	672.68	672.68	0144013010 4310	LEX/HECT/INSTR / INSTRUCTIONAL MATL &
964R2015	PRO ED INC.	980.88	130.63	0119283232 4310	SYS/PSYCH / INSTRUCTIONAL MATL & SUPPLIES
			850.25	0119473011 4310	SYS/WORKABILITY/INSTR / INSTRUCTIONAL MATL
964R2016	AARDVARK CLAY AND SUPPLIES INC	151.71	151.71	0140005010 4310	SOUTH/ART/INSTR / INSTRUCTIONAL MATL &
964R2017	QUALITY WELDING SERVICE INC	4,888.31	4,888.31	0111222081 4410	OPERATIONS - GROUNDS / EQUIPMENT -
964R2019	NASCO MODESTO	296.51	296.51	0140005010 4310	SOUTH/ART/INSTR / INSTRUCTIONAL MATL &
964R2023	MC MAHAN BUSINESS INTERIORS	1,159.76	1,159.76	0144005010 4310	LEX/ART/INSTR / INSTRUCTIONAL MATL &
964R2028	ORANGE COUNTY REGISTER	608.88	608.88	0112112072 4320	PURCHASING/GENL ADM / OTHER OFFICE/MISC
964S0265	MSC INDUSTRIAL SUPPLY	206.98	206.98	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
964S0266	UNISOURCE	23,568.30	23,568.30	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
964S0267	SCHOOL SPECIALTY INC	78.09	78.09	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
964S0268	CORPORATE EXPRESS	1,565.00	1,565.00	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
964S0269	OFFICE DEPOT	740.59	740.59	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
964S0270	PIONEER STATIONERS INC	1,376.12	1,376.12	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
964S0271	SOUTHWEST SCHOOL AND OFFICE SU	107.66	107.66	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
964S0272	OFFICE DEPOT	3,080.87	3,080.87	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
964S0273	PIONEER STATIONERS INC	727.39	727.39	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
964S0274	CORPORATE EXPRESS	304.94	304.94	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
964S0275	SOUTHWEST SCHOOL AND OFFICE SU	157.91	157.91	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT

BOARD OF TRUSTEES MEETING 05/14/2009

FROM 04/10/2009 TO 04/30/2009

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
964S0276	SCHOOL SPECIALTY INC	108.05	108.05	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
964S0277	SOUTHWEST SCHOOL AND OFFICE SU	78.30	78.30	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
964S0278	PIONEER STATIONERS INC	1,133.18	1,133.18	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
964S0279	OFFICE DEPOT	429.09	429.09	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
964S0280	SCHOOL SPECIALTY INC	125.47	125.47	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
964S0281	SUPPLYMASTER	7,894.21	7,894.21	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
964S0282	DUNN EDWARDS PAINTS	855.04	855.04	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
964S0283	SEHI COMPUTER PRODUCTS	1,716.08	1,716.08	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
964T0180	GOV CONNECTION	4,164.11	1,185.45	0124393010 4310	LOARA/VEA-2B/INSTR / INSTRUCTIONAL MATL &
			2,978.66	0124393010 4410	LOARA/VEA-2B/INSTR / EQUIPMENT -
964T0181	PERLMUTTER PURCHASING POWER	2,086.48	407.30	0134379010 4310	TITLE III LIMITED ENG PROF / INSTRUCTIONAL
			1,679.18	0134379010 4410	TITLE III LIMITED ENG PROF / EQUIPMENT -
964T0182	TROXELL COMMUNICATIONS INC	564.41	564.41	0124025040 4410	LOARA/ASB/ANCIL / EQUIPMENT -
964T0183	HP DIRECT	4,746.75	1,780.05	0128393010 4310	CY/VEA-2B/INSTR / INSTRUCTIONAL MATL &
			2,966.70	0128393010 4410	CY/VEA-2B/INSTR / EQUIPMENT -
964T0184	SEHI COMPUTER PRODUCTS	100.00	100.00	0128393010 4310	CY/VEA-2B/INSTR / INSTRUCTIONAL MATL &
964T0185	QWIZDOM INC.	4,572.75	565.50	0140379010 4310	TITLE III LIMITED ENG PROF / INSTRUCTIONAL
			4,007.25	0140379010 4410	TITLE III LIMITED ENG PROF / EQUIPMENT -
964T0186	QWIZDOM INC.	3,582.63	3,582.63	0131381010 4310	BR/ECIA1/INSTR / INSTRUCTIONAL MATL &
964T0187	AVES AUDIO VISUAL SYSTEMS INC	448.59	448.59	0135381010 4310	DALE/ECIA1/INSTR / INSTRUCTIONAL MATL &
964T0188	TROXELL COMMUNICATIONS INC	326.25	326.25	0124000010 4320	LOARA/INSTR / OTHER OFFICE/MISC SUPPLIES
964T0189	PERLMUTTER PURCHASING POWER	455.79	455.79	0122379010 4310	TITLE III LIMITED ENG PROF / INSTRUCTIONAL
964T0190	PERLMUTTER PURCHASING POWER	44.15	44.15	0122381010 4310	MA/ECIA1/INSTR / INSTRUCTIONAL MATL &
964T0191	ACORN MEDIA	64.16	64.16	0112112072 4320	PURCHASING/GENL ADM / OTHER OFFICE/MISC
964T0192	HP DIRECT	2,598.82	533.66	0127393010 4310	KE/VEA-2B/INSTR / INSTRUCTIONAL MATL &

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT

BOARD OF TRUSTEES MEETING 05/14/2009

FROM 04/10/2009 TO 04/30/2009

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
			Fund 21 Total:	75,433.47	
			Fund 25 Total:	41,773.93	
			Total Amount of Purchase Orders:	1,155,593.52	

April 10, 2009 - April 30, 2009

ANAHEIM UHSD 05/01/09 Vendor Check Register Page 1
 FRI, MAY 01, 2009, 4:52 PM --req: KORR-----leg: 64 ---loc: 64FISCAL--job: 9835263 #J2528--prog: CK517 <1.01>--report id: CKRECSOC

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
ACSA'S FOUNDATION FOR	V6400076	5880	165.00	165.00	00079110V6407482 VELIA GOMEZ 64 6468006800605890
CHILD SHUTTLE	V6406415	5610	110.00	110.00	00079111
EMPLOYMENT DEVELOPMEN	V6406444	3501	147,823.22	211,176.03	00079112
		3502	63,352.81		
FENN TERMITE AND PEST	V6401679	5610	940.00	940.00	00079113
HOME DEPOT	V6405234	4320	9.21	734.15	00079114
		4347	52.90		
		4355	672.04		
HOWARD INDUSTRIES	V6402088	4347	2,349.05	2,349.05	00079115
J. W. PEPPER AND SON I	V6402214	4310	52.02	52.02	00079116
JEYCO PRODUCTS INC	V6402332	9320	249.55	249.55	00079117
MOBILE INDUSTRIAL SUP	V6407890	4375	48.00	48.00	00079118
O. C. A. D. A.	V6407016	5880	2,295.00	2,295.00	00079119
OCE USA INC	V6403413	5620	477.34	477.34	00079120
ORCO DOOR CLOSER SERV	V6403472	4355	270.45	270.45	00079121
ORVAC ELECTRONICS	V6403479	4355	173.11	173.11	00079122
RHODE ISLAND NOVELITY	V6407641	4310	179.34	179.34	00079123
ROSSIER PARK HIGH SCH	V6405342	5860	7,730.00	7,730.00	00079124
SHILOH TREATMENT CENT	V6404266	5860	5,406.00	5,406.00	00079125
SHOW OFF DESIGNS INC.	V6405794	4310	346.96	346.96	00079126
SOUTH JHS ASB	V6405227	5810	910.00	910.00	00079127
STATE BOARD OF EQUALI	V6404444	4381	381.96	381.96	00079128
STATE BOARD OF EQUALI	V6404444	4381	657.57	657.57	00079129
STATE TEACHERS RETIRE	V6404450	3101	2,561.40	2,561.40	00079130

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
SUPPLYMASTER	V6404538	4310	176.20	176.20	00079131
TARGET STORES	V6404598	4310	840.03	840.03	00079132
CALIFORNIA DEPARTMENT	V6400686	9510	172,284.75	172,284.75	00079133
FERGUSON ENTERPRISES	V6409823	4355	767.18	767.18	00079134
FIVE STAR RUBBER STAM	V6405116	4320	18.32	18.32	00079135
GRAINGER	V6404982	4355	24.86	24.86	00079136
GUNTERS ATHLETIC SER	V6401962	5560	279.50	279.50	00079137
HOME DEPOT	V6405234	4320	78.47	522.99	00079138
		4347	67.16		
		4355	377.36		
INTERQUEST DETECTION	V6407530	5810	1,600.00	1,600.00	00079139
JEYCO PRODUCTS INC	V6402332	9320	492.37	492.37	00079140
MC FADDEN DALE HARDWA	V6403056	4347	115.72	450.29	00079141
		4355	334.57		
MONTEON ELECTRIC	V6408541	5610	4,200.00	4,200.00	00079142
OCE USA INC	V6403413	5610	251.90	251.90	00079143
OFFICE DEPOT	V6403421	4310	770.75	2,761.24	00079144
		4320	282.29		
		9320	1,708.20		
ORCO DOOR CLOSER SERV	V6403472	4355	42.41	42.41	00079145
PSS	V6405735	4320	218.63	218.63	00079146
SCHOOL SPACE SOLUTION	V6409933	4410	7,110.00	7,110.00	00079147
SILVER STATE COACH IN	V6409164	5620	615.29	4,664.36	00079148
		5721	4,049.07		
SMART AND FINAL IRIS	V6404306	4310	90.77	90.77	00079149

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
SOUTHLAND ENVELOPE CO	V6406626	4320	362.47	362.47	00079150
SOUTHWEST SCHOOL AND	V6404383	4310 9320	70.85 1,477.77	1,548.62	00079151
SPICERS PAPER INC	V6404405	4320	1,147.99	1,147.99	00079152
STANBURY UNIFORMS	V6406508	4410	64,076.24	64,076.24	00079153
SUPPLYMASTER	V6404538	4320	301.27	301.27	00079154
SYCAMORE JR HIGH ASB	V6404569	5810	545.00	545.00	00079155
TAU PSY.D., MANNY	V6409502	5810	4,250.00	4,250.00	00079156
*** CHECK GAP ***					
A1 TRANSMISSION SERVI	V6400030	4370 5610	395.82 495.00	890.82	00079158
ACS BILLING SERVICE	V6400072	5580	3,365.12	3,365.12	00079159
ALBERTSON'S	V6400138	4310	401.34	401.34	00079160
ALBERTSONS STORE 1686	V6400142	4310	75.35	75.35	00079161
ALLIANCE ENVIRONMENTA	V6400169	5610	3,125.99	3,125.99	00079162
APPLETREE ANSWERING S	V6403802	4380	690.20	690.20	00079163
ARAMARK UNIFORM SERVI	V6407528	4388	382.53	382.53	00079164
BARBARA DAWSON EDUCAT	V6409859	5860	658.52	658.52	00079165
BERRY, ANDREA	V6408999	4390 5712	193.13 143.96	337.09	00079166
BRIGGEMAN DISPOSAL SE	V6400596	5580	4,112.43	4,112.43	00079167
BRIGGEMAN DISPOSAL SE	V6400596	5580	1,312.92	1,312.92	00079168
CATHEDRAL HOME FOR CH	V6407473	5860	5,776.00	5,776.00	00079169
CHENLEE, JANET	V6405658	5220	37.95	37.95	00079170

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
CHILD SHUTTLE	V6406415	5870	8,637.00	8,637.00	00079171
CHIRIBOGA, SILVIA	V6406735	5220	67.38	67.38	00079172
CINNAMON HILLS YOUTH	V6407425	5860	2,970.00	2,970.00	00079173
CITY OF ANAHEIM	V6400957	5520	52,035.97	64,086.49	00079174
	5530		4,932.25		
	5580		7,118.27		
COLON, MELIDA DIAZ	V6409180	5220	78.54	78.54	00079175
COUNTS, JACKIE	V6406390	5220	156.61	156.61	00079176
DIDONATO, PATRICIA	V6407435	5220	59.40	59.40	00079177
FARANDA, TOM	V6408626	5220	255.10	255.10	00079178
FARMAN, JUANA	V6406999	5220	170.50	170.50	00079179
FEDERAL EXPRESS	V6401675	5910	28.24	28.24	00079180
FENN TERMITE AND PEST	V6401679	5610	400.00	400.00	00079181
GANAHL LUMBER CO	V6401804	4355	44.01	44.01	00079182
GOLDEN WEST MEDICAL C	V6401892	5810	130.00	130.00	00079183
GRAINGER	V6404982	4347	117.19	1,533.19	00079184
	4355		1,416.00		
HOME DEPOT	V6405234	4347	19.53	446.07	00079185
	4355		426.54		
HUTCHINGS, CHRISTY	V6407088	5220	84.59	84.59	00079186
ICS SERVICE CO	V6406452	5610	5,863.93	5,863.93	00079187
IMPERIAL PRODUCTS INC	V6402137	4355	5,239.45	5,239.45	00079188
JOSTENS	V6402437	4310	918.83	918.83	00079189
K 12 SPECIALTIES INC	V6407667	4347	229.96	229.96	00079190

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
KRUEGER, CELESTE	V6409442	5220	34.93	34.93	00079191
LANGUAGE NETWORK INC	V6409301	5810	410.00	410.00	00079192
LEE, ANNIE	V6409051	5220	15.13	15.13	00079193
M.P. SOUTH INC	V6402889	5610	6,827.00	6,827.00	00079194
MAXIMUS INC.	V6405398	5810	7,280.00	7,280.00	00079195
MC CLANAHAN, PATRICIA	V6403571	5220	22.33	22.33	00079196
MC PADDEN DALE HARDWA	V6403056	4347 4355	46.71 95.95	142.66	00079197
NEXTEL COMMUNICATIONS	V6403356	5918	6,098.16	6,098.16	00079198
ORANGE COUNTY FIRE PR	V6403457	4376 5610	261.29 278.00	539.29	00079199
ORVAC ELECTRONICS	V6403479	4370	379.70	379.70	00079200
PHAM, RICK	V6406082	5220	69.03	69.03	00079201
PRAXAIR	V6403719	4355	852.50	852.50	00079202
REFRIGERATION SUPPLIE	V6403873	4347	65.55	65.55	00079203
SCHORR METALS INC	V6404179	4355	107.46	107.46	00079204
SCHWARTZ, BILLIE	V6400521	5220	82.51	82.51	00079205
SEHI COMPUTER PRODUCT	V6404221	4210 4310 4320	273.30 746.08 1,336.35	2,355.73	00079206
SHYNN, JENNIFER	V6402313	5220	72.60	72.60	00079207
SMART AND FINAL IRIS	V6404306	4310	133.84	133.84	00079208
SPORT CHALET TEAM SAL	V6407998	5560	105.03	105.03	00079209
STEINBRICK, GAIL	V6408751	5220	158.34	158.34	00079210

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
TATUM, TIM	V6410010	5220	83.05	83.05	00079211
VIVEROS, GUADALUPE	V6407592	5220	28.60	28.60	00079212
*** CHECK GAP ***					
3 D FASTENERS	V6409971	4355	51.52	51.52	00079217
A AND W ELECTRIC MOTO	V6400015	5610	87.36	87.36	00079218
ACE FIXTURE COMPANY	V6400066	4410	2,870.10	2,870.10	00079219
ACORN MEDIA	V6400068	4320	8,731.39	8,731.39	00079220
ACOUSTICAL MATERIAL S	V6400070	4355	172.58	172.58	00079221
ADI	V6400095	4355	396.65	396.65	00079222
ADT SECURITY SYSTEMS	V6400100	5610	437.29	437.29	00079223
ALTON SCHOOL	V6400191	5860	11,380.00	11,380.00	00079224
AMERICA SHREDDING	V6409570	5810	75.00	75.00	00079225
AMERICAN RED CROSS	V6400236	4320	35.00	35.00	00079226
ANAHEIM BAND INSTRUME	V6400251	4310	51.24	51.24	00079227
ANAHEIM DISPOSAL	V6400256	5580	14,687.33	14,687.33	00079228
ANAHEIM SEWING AND VA	V6400269	4347	1,031.73	1,031.73	00079229
ARAMARK UNIFORM SERVI	V6407528	4320 4388	117.88 130.82	248.70	00079230
AWARDS BY PAUL	V6400412	4320	107.75	107.75	00079231
B AND K ELECTRIC WHOL	V6400623	4355	774.45	774.45	00079232
B AND M LAWN AND GARD	V6400423	4347	202.32	202.32	00079233
BALL JR HIGH SCHOOL	V6400433	5810	531.50	531.50	00079234
BIG D SUPPLIES	V6400508	4355	19.20	19.20	00079235

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
BIOMETRICS4ALL INC	V6409224	5880	26.25	26.25	00079236
BRADLEY COMPANY, E. B	V6401456	4355	45.04	45.04	00079237
BROOKHURST JUNIOR HIG	V6400602	5810	898.00	898.00	00079238
BUDDY'S ALL STARS INC	V6406311	4310	176.86	176.86	00079239
BURKE ENGINEERING CO.	V6400630	4347	27.10	27.10	00079240
CALIFORNIA WOODWORKIN	V6400725	4355	34.48	34.48	00079241
CARTMAN INC, THE	V6404668	5610	173.35	173.35	00079242
COMPUTER GEEKS, THE	V6408823	4320	71.62	71.62	00079243
DAM, ANGEL	V6409471	5220	55.66	55.66	00079244
ERNEST, SHANTI	V6405759	5210	69.01	69.01	00079245
GAUDETTE, ROBERT	V6403961	5210	401.89	401.89	00079246
NGUYEN, ANH	V6409007	5210	50.00	50.00	00079247
PARENT INSTITUTE FOR	V6403538	5810	15,000.00	15,000.00	00079248
PULEO EDUCATIONAL CON	V6409213	5805	9,360.00	9,360.00	00079249
RELIABLE ELEVATOR INC	V6409886	5610	2,489.00	2,489.00	00079250
RELIABLE SHEET METAL	V6403891	4355	715.58	715.58	00079251
SABOL, AMY	V6410012	5210	357.83	357.83	00079252
SARGENT WELCH LLC	V6404124	4310	274.49	274.49	00079253
SCHOOL SPECIALTY INC	V6404173	9320	209.14	209.14	00079254
SCHUMM, BRETT	V6400589	5210	536.82	536.82	00079255
SCIENCE KIT INC AND B	V6404183	4310	1,294.22	1,294.22	00079256
SECURE CONTENT SOLUTI	V6408047	4410	16,485.75	72,648.75	00079257
		5610	1,600.00		

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
SERRANO, MARTHA	V6408413	5210	35.00	35.00	00079258
SUPPLYMASTER	V6404538	4310	943.65	943.65	00079259
THINKING MAPS INC.	V6409045	4310 4410	4,265.63 3,346.91	7,612.54	00079260
THOMPSON'S BUILDING M	V6404721	4347	579.03	579.03	00079261
TRADITIONAL AUTO SUPP	V6409571	4376	431.78	431.78	00079262
TROXELL COMMUNICATION	V6404796	4320 4410	402.99 1,677.67	2,080.66	00079263
TURF STAR INC	V6404805	4347	37.14	37.14	00079264
*** CHECK GAP ***					
ALVARADO PAINTING, A	V6406348	5610	2,075.00	2,075.00	00079273
BEACON DAY SCHOOL	V6409269	5860	12,374.62	12,374.62	00079274
BLAIN, LINDA	V6410005	4320	85.00	85.00	00079275
BUCKLE DOWN PUBLISHIN	V6406727	4310	591.33	591.33	00079276
CAMERON WELDING SUPPL	V6400741	4355 5610	24.98 49.96	74.94	00079277
CARRIER SALES AND DIS	V6409402	4347	18.67	18.67	00079278
CERTIFIED ART SUPPLY	V6400850	9320	288.36	288.36	00079279
COLLEGE BOARD PUBLICA	V6401013	4310	350.00	350.00	00079280
CORPORATE EXPRESS	V6401104	4310 4320 9320	252.54 502.80 4,666.99	5,422.33	00079281
CREATIVE BUS SALES	V6409840	4376	531.98	531.98	00079282
CRYSTAL GLASS AND MIR	V6401153	4355	2,767.87	2,767.87	00079283

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
CSBA	V6401155	5310	250.00	250.00	00079284
CSU FULLERTON	V6401173	7211	3,797.85	3,797.85	00079285
DUNN EDWARDS PAINTS	V6401448	4355 9320	736.24 847.17	1,583.41	00079286
ECONOMY RENTALS INC	V6401478	5610 5620	78.79 1,158.37	1,237.16	00079287
EWING IRRIGATION PROD	V6401634	4347	1,993.95	1,993.95	00079288
EXCELERATE SOFTWARE I	V6405107	5810	1,250.00	1,250.00	00079289
EXPRESS PIPE AND SUPP	V6401644	4355	190.38	190.38	00079290
OCDE	V6403452	5210 5880	2,200.00 1,080.00	3,280.00	00079291
PIONEER STATIONERS IN	V6403676	9320	207.32	207.32	00079292
RALPHS GROCERY CO	V6403828	4310	280.84	280.84	00079293
SEHI COMPUTER PRODUCT	V6404221	4310 4410	2,235.27 4,226.74	6,462.01	00079294
SMART AND FINAL	V6404304	4310	303.41	303.41	00079295
SPEECH AND LANGUAGE	V6404400	5860	7,984.50	7,984.50	00079296
STATE OF CALIFORNIA	V6404447	5610	105.00	105.00	00079297
SUPPLYMASTER	V6404538	4310	342.62	342.62	00079298
THERAPEUTIC EDUCATION	V6404702	5860	12,505.00	12,505.00	00079299
TOON BOOM ANIMATION I	V6409907	4310	4,829.63	4,829.63	00079300
VERNIER SOFTWARE	V6404919	4310	4,824.55	4,824.55	00079301
VERNON SANITATION SUP	V6404922	9320	690.98	690.98	00079302
WALKER JR HIGH SCHOOL	V6404990	5810	460.00	460.00	00079303

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
AT AND T	V6400374	5918	54.76	54.76	00079307
CALIFORNIA SCHOOL MAN	V6409922	5810	2,300.00	2,300.00	00079308
PASTMAN KODAK CO	V6405341	5610	2,112.00	2,112.00	00079309
GOLDEN STATE WATER CO	V6408018	5530	21,283.24	21,283.24	00079310
GRACE EDUCATION CENTE	V6408592	5860	10,941.13	10,941.13	00079311
HERNANDEZ, JOSE	V6408762	5870	1,320.00	1,320.00	00079312
NEW HAVEN YOUTH AND F	V6407247	5860	8,222.46	8,222.46	00079313
WAXIE SANITARY SUPPLY	V6405008	4355	174.06	174.06	00079314
WEST COAST BATTERIES	V6405029	4370	215.45	215.45	00079315
WEST SHIELD ADOLESCEN	V6405037	5870	2,451.70	2,451.70	00079316
WESTRUX INTERNATIONAL	V6405053	4370	155.83	279.28	00079317
		4385	40.64		
		4387	82.81		
WHYTRY INC	V6407193	4310	1,403.00	1,403.00	00079318
WIZARD SPORTS EQUIPME	V6408081	4310	625.17	625.17	00079319
WURTH USA INC	V6408563	4375	557.72	557.72	00079320
XEROX	V6405124	4320	187.74	3,778.47	00079321
		5610	139.05		
		5620	3,451.68		
YAMAHA GOLF CARS OF C	V6405131	5610	260.78	260.78	00079322
YELLOWSTONE BOYS AND	V6406828	5860	1,691.50	1,691.50	00079323
*** CHECK GAP ***					
AAA ELECTRIC MOTOR SA	V6400033	4347	582.82	582.82	00079325

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
ACME NETWORK, THE	V6409414	5880	1,538.75	1,538.75	00079326
ACORN MEDIA	V6400068	4320	59.00	59.00	00079327
ACTION DOOR REPAIR CO	V6400081	5610	450.00	450.00	00079328
ADA BADMINTON AND TEN	V6400086	4310	525.00	525.00	00079329
ADELANTE EDUCATIONAL	V6409501	5805	4,308.48	4,308.48	00079330
ADI	V6400095	4355	288.19	288.19	00079331
ALT REV CASH FUND	V6405194	4310	191.84	627.34	00079332
		4320	228.66		
		5880	206.84		
ALT REV CASH FUND	V6405195	4199	-105.00	521.17	00079333
		4299	-24.00		
		4310	377.02		
		4320	157.30		
		4347	47.85		
		5910	42.00		
		8695	26.00		
ALT REV CASH FUND	V6405196	4310	297.77	814.23	00079334
		4320	111.55		
		5910	404.91		
ALT REV CASH FUND	V6405197	4310	268.94	723.56	00079335
		4320	33.93		
		4347	-98.51		
		4390	319.20		
		5880	200.00		
ALT REV CASH FUND	V6405198	4199	80.00	841.77	00079336
		4310	491.78		
		4320	229.85		
		5910	40.14		
ALTERNATIVE REVOLVING	V6400190	4310	587.94	1,045.11	00079337
		4320	219.55		
		4347	64.62		
		5910	168.00		
		8699	5.00		

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
ALTERNATIVES UNLIMITE	V6409944	5805	5,613.75	5,613.75	00079338
AMERICAN THERMOFORM C	V6400243	4310	228.27	228.27	00079339
ANAHEIM SEWING AND VA	V6400269	4347	358.94	358.94	00079340
ARAMARK UNIFORM SERVI	V6407528	4388	266.63	266.63	00079341
AUTO SHOP EQUIPMENT C	V6400403	5610	899.00	899.00	00079342
CITY AUTO TOP	V6400953	4376	184.37	184.37	00079343
CITY OF ANAHEIM	V6400957	5580	655.26	655.26	00079344
COASTAL ENTERPRISES	V6401001	4310	278.94	278.94	00079345
DARTCO TRANSMISSION S	V6401258	4376	2,669.06	2,669.06	00079346
DEVEREUX TEXAS TREATM	V6401339	5860	10,569.46	10,569.46	00079347
DIGITAL JUICE INC	V6405276	4310	105.58	105.58	00079348
DRAKE SUPPLY COMPANY	V6406285	4370	15.25	37.50	00079349
		4385	22.25		
EXPRESS PIPE AND SUPP	V6401644	4355	49.26	49.26	00079350
STRAIGHT TALK CLINIC	V6404492	5810	8,957.00	8,957.00	00079351
VERA, CARLOS	V6408946	5220	74.26	74.26	00079352
WILSON, KELLY A	V6409563	5220	50.60	50.60	00079353
WOOLDRIDGE, NINA	V6408424	5805	4,500.00	4,500.00	00079354
*** CHECK GAP ***					
ACADEMIC ADVANTAGE, T	V6408637	5805	6,862.14	6,862.14	00079358
FEDERAL EXPRESS	V6401675	5910	432.20	432.20	00079359
GAS COMPANY, THE	V6404372	5510	46,025.77	46,025.77	00079360
GOODWILL IND. OF O.C.	V6400379	5810	130.00	130.00	00079361

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
JUBANY NAC ARCHITECTU	V6409796	5810	74.46	74.46	00079362
NORTH ORANGE COUNTY R	V6403384	7223	97,305.00	97,305.00	00079363
ORANGE COUNTY REGISTE	V6403461	5880	495.60	495.60	00079364
SCANTRON CORPORATION	V6404142	5810	16,173.91	16,173.91	00079365
SCHOLASTIC INC.	V6404152	4310	296.35	296.35	00079366
SCHOOL BUS PARTS	V6404157	4385	760.59	760.59	00079367
SCHORR METALS INC	V6404179	4370 4376	280.05 40.72	320.77	00079368
SCIENCE KIT INC AND B	V6404183	4310	1,843.37	1,843.37	00079369
SEHI COMPUTER PRODUCT	V6404221	4310	86.56	86.56	00079370
SIMPLICITY PATTERN CO	V6404292	4310	19.95	19.95	00079371
SKS INC	V6404058	4384	538.83	538.83	00079372
SPORTS IMPORTS	V6406211	4310	338.44	338.44	00079373
SUPPLYMASTER	V6404538	4310 4320	192.31 478.57	670.88	00079374
TRADITIONAL AUTO SUPP	V6409571	4370 4376	2,648.23 175.40	2,823.63	00079375
TREE OF KNOWLEDGE	V6410006	5805	1,320.00	1,320.00	00079376
TURF STAR INC	V6404805	5610	414.50	414.50	00079377
UNION AUTO SERVICE CE	V6404840	4370 5610	807.96 899.90	1,707.86	00079378
VERNIER SOFTWARE	V6404919	4310	1,296.76	1,296.76	00079379
WARD'S NATURAL SCIENC	V6404999	4310	107.34	107.34	00079380
WEST PAYMENT CENTER	V6407958	5821	113.22	113.22	00079381

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
WESTRUX INTERNATIONAL	V6405053	4385	70.19	70.19	00079382
YELLOW CAB OF GREATER	V6405135	5870	2,843.00	2,843.00	00079383
*** CHECK GAP ***					
BUSINESS MACHINES UNL	V6400636	5610	526.25	526.25	00079387
CAL LIFT INC	V6400664	5610	574.36	574.36	00079388
*** VOID CONTINUE *** VOID.CONTINU					
FENN TERMITE AND PEST	V6401679	5610	1,625.00	1,625.00	00079390
FLEET SERVICES INC	V6405625	4376 4385	1,060.46 -20.56	1,039.90	00079391
FLINN SCIENTIFIC INC	V6401708	4310	1,741.79	1,741.79	00079392
FREESTYLE PHOTOGRAPHI	V6401761	4310	1,132.68	1,132.68	00079393
FROG ENVIRONMENTAL IN	V6407428	5610	375.00	375.00	00079394
GREATER ANAHEIM SELPA	V6401927	7211	117,808.00	117,808.00	00079395
HOME DEPOT	V6405234	4347 4355	124.52 1,204.15	1,328.67	00079396
J.W. PEPPER AND SON I	V6402214	4310	43.30	43.30	00079397
JACKSONS A S BREA	V6406346	4370 4375	513.12 262.00	1,989.30	00079398
		4376 4385	198.75 691.34		
		4387 5610	26.10 297.99		
LAIOLA, JIM	V6402340	5610	120.00	120.00	00079399
OCDE	V6403452	7141	144,347.56	144,347.56	00079400
VAVRINEK TRINE DAY	V6404910	5810	12,600.00	12,600.00	00079401
XEROX	V6405124	5620	6,974.10	6,974.10	00079402

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
CALIFORNIA DEPARTMENT	V6400686	9510	613,006.00	613,006.00	00079403
A U H S D FOOD SERVIC	V6400023	4390	4.31	4.31	00079404
ACES	V6409808	5860	9,867.50	9,867.50	00079405
ADVANCED OFFICE SERVI	V6408685	4320 5610	276.47 117.00	393.47	00079406
ALT REV CASH FUND	V6405194	4310 4320 4347 4390 5910	1,029.56 137.37 13.21 248.19 205.32	1,633.65	00079407
ALT REV CASH FUND	V6405194	4310 4320 4390	49.55 42.03 -30.58	61.00	00079408
ALT REV CASH FUND	V6405195	4199 4299 4310 4320	100.00 -15.00 457.63 15.05	557.68	00079409
ALT REV CASH FUND	V6405196	4310 4320 4347	717.39 224.09 218.60	1,160.08	00079410
ALT REV CASH FUND	V6405197	4199 4310 4320 4347 4390 5910	-15.00 312.56 643.56 8.95 28.26 83.10	1,061.43	00079411
ALTERNATIVE REVOLVING	V6400190	4310 4311 4316 4320 4325 4336 4337 4339	247.77 15.47 42.18 391.99 45.54 23.19 70.36 99.68	936.18	00079412

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
ANAHEIM DISPOSAL	V6400256	5580	2,512.77	2,512.77	00079413
ANAHEIM UNION HIGH SC	V6400267	5454	36,012.44	36,012.44	00079414
ARAMARK UNIFORM SERVI	V6407528	4320	38.60	38.60	00079415
AT AND T	V6400374	5918	13,898.57	13,898.57	00079416
BEE BUSTERS	V6400472	5610	125.00	125.00	00079417
BMC INC	V6400548	4320 4410	314.29 1,331.74	1,646.03	00079418
CAL TRACK RECONDITION	V6400669	5610	1,411.48	1,411.48	00079419
CALIFORNIA DEPT. OF J	V6400689	5880	1,190.00	1,190.00	00079420
CALIFORNIA WOODWORKIN	V6400725	4355	394.98	394.98	00079421
CARTMAN INC, THE	V6404668	5610	890.65	890.65	00079422
CITY OF ANAHEIM	V6400957	5520 5530 5580	80,225.77 19,651.72 17,893.17	117,770.66	00079423
CITY OF BUENA PARK	V6400958	5530 5580	1,141.71 54.37	1,196.08	00079424
COMMUNICATIONS CENTER	V6401037	5610	265.79	265.79	00079425
COMPUTER GEEKS, THE	V6408823	4320	95.54	95.54	00079426
CORPORATE EXPRESS	V6401104	9320	1,174.51	1,174.51	00079427
ECONOMY RENTALS INC	V6401478	5620	150.00	150.00	00079428
FEDERAL EXPRESS	V6401675	5910	96.08	96.08	00079429
GAMBOA, MARIA	V6408269	5210	544.42	544.42	00079430
GANAHL LUMBER CO	V6401804	4355	465.15	465.15	00079431
GCR TIRE CENTERS	V6409136	4386	1,361.96	1,361.96	00079432

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
GL SPORTS	V6408337	4310	167.69	167.69	00079433
GOPHER SPORTS EQUIPME	V6401902	4310	283.20	283.20	00079434
GRAINGER	V6404982	4347	35.39	359.42	00079435
	4355		324.03		
GRAYBAR ELECTRIC COMP	V6401918	4320	200.67	1,391.00	00079436
	4355		1,190.33		
HOTSY EQUIPMENT CO.	V6402080	4347	43.33	43.33	00079437
HP DIRECT	V6408671	4310	204.00	1,206.01	00079438
		4410	1,002.01		
JOSTENS	V6402437	4310	266.72	266.72	00079439
LANGUAGE NETWORK INC	V6409301	5810	265.00	265.00	00079440
LEONARD CHAIDEZ TREE	V6402714	5610	1,950.00	1,950.00	00079441
MEEHAN, LACEY	V6409733	5220	129.47	129.47	00079442
OCDE	V6403452	5870	22,694.49	89,358.47	00079443
		7141	66,663.98		
ORGANIZED SPORTS INC	V6403474	4310	1,573.69	1,573.69	00079444
PENNER PARTITIONS INC	V6403625	4355	109.84	109.84	00079445
PITNEY BOWES	V6403677	5910	2,509.93	2,509.93	00079446
PRAXAIR	V6403719	4355	89.44	89.44	00079447
PRO SOUND AND STAGE L	V6403760	4310	1,120.56	1,120.56	00079448
PURCHASE POWER	V6406383	5910	1,836.39	1,836.39	00079449
RALPHS GROCERY CO	V6403828	4310	261.18	261.18	00079450
REEL LUMBER SERVICE	V6403871	4310	320.81	320.81	00079451
SAFETY KLEEN	V6404072	5610	231.88	231.88	00079452

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
SALDIVAR, HECTOR	V6406074	5220	74.25	74.25	00079453
SMART AND FINAL IRIS	V6404306	4310	90.96	90.96	00079454
SOUTHERN CALIFORNIA A	V6406781	5210	2,600.00	2,600.00	00079455
TECHNICAL DUPLICATOR	V6404628	4320	428.06	428.06	00079456
TORRES, TONY	V6406897	4320	169.06	169.06	00079457
TRAFFIC CONTROL SERVI	V6404774	4355	1,615.09	1,615.09	00079458
UNITED PARCEL SERVICE	V6408429	5910	385.56	385.56	00079459
VALLEY CITIES GONZALE	V6408890	5610	1,800.00	1,800.00	00079460
*** CHECK GAP ***					
A 1 FENCE COMPANY	V6408537	5610	1,987.00	1,987.00	00079464
AAA ELECTRIC MOTOR SA	V6400033	4347	613.42	613.42	00079465
ACORN MEDIA	V6400068	4210	48.43	783.58	00079466
		5880	735.15		
ADI	V6400095	4355	68.51	68.51	00079467
ALBERTSON'S	V6400138	4310	121.51	121.51	00079468
ALLEN, SANDRA	V6408058	5210	50.00	50.00	00079469
ART SUPPLY WAREHOUSE	V6400350	4310	402.93	402.93	00079470
AVES AUDIO VISUAL SYS	V6409487	4310	412.50	412.50	00079471
B AND H PHOTO VIDEO I	V6400422	4310	1,574.50	1,574.50	00079472
B AND K ELECTRIC WHOL	V6400623	4355	172.57	172.57	00079473
B AND K ELECTRIC WHOL	V6400623	4355	255.85	255.85	00079474
B AND M LAWN AND GARD	V6400423	4347	305.92	305.92	00079475
BEE BUSTERS	V6400472	5610	125.00	125.00	00079476

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
BELL PIPE AND SUPPLY	V6400476	4347	460.02	460.02	00079477
BLACK AND DECKER U S	V6400533	4355	13.64	13.64	00079478
BSN SPORTS	V6400615	4310	2,262.34	2,262.34	00079479
CITY OF ANAHEIM	V6400957	5520	92,478.54	102,083.98	00079480
		5530	3,554.73		
		5580	6,050.71		
CRESCENT CORP. CENTER	V6407486	5810	1,658.43	1,658.43	00079481
CVT RECYCLING	V6407455	5580	500.04	500.04	00079482
ECONOMY RENTALS INC	V6401478	5610	78.79	1,113.54	00079483
		5620	1,034.75		
ELUMINATE USA INC.	V6409668	4310	18,900.00	18,900.00	00079484
EWING IRRIGATION PROD	V6401634	4347	630.51	630.51	00079485
EXPRESS PIPE AND SUPP	V6401644	4355	181.10	181.10	00079486
GLOBAL CTI GROUP	V6409893	4320	57.41	57.41	00079487
GREENS DISCOUNT GLASS	V6409591	5610	10,090.68	10,090.68	00079488
HOWARD INDUSTRIES	V6402088	4347	596.65	596.65	00079489
ICAN ASSOCIATES	V6409974	5210	500.00	500.00	00079490
ICS SERVICE CO	V6406452	5620	480.00	480.00	00079491
IDEAS UNLIMITED SEMIN	V6409419	5210	398.00	398.00	00079492
OCT DIGITAL IMAGING A	V6409583	5810	426.30	426.30	00079493
RODRIGUEZ, JUANA	V6407579	5220	56.93	56.93	00079494
*** CHECK GAP ***					
A U H S D FOOD SERVIC	V6400023	4390	67.97	67.97	00079499
DUNN EDWARDS PAINTS	V6401448	4347	443.05	2,777.79	00079500

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
FLINN SCIENTIFIC INC	V6401708	4310	577.94	577.94	00079501
GOV CONNECTION	V6406748	4320	636.99	636.99	00079502
HOME DEPOT	V6405234	4355	376.37	376.37	00079503
HP DIRECT	V6408671	4310	34.80	34.80	00079504
IMPERIAL PRODUCTS INC	V6402137	4355	3,451.17	3,451.17	00079505
IRON MOUNTAIN	V6409943	5812	225.00	225.00	00079506
IRVINE UNIFIED SCHOOL	V6402196	5210	60.00	60.00	00079507
JACKSONS A S BREA	V6406346	4347	219.03	1,634.81	00079508
		4370	1,192.57		
		4376	136.88		
		4385	47.16		
		4387	39.17		
JEYCO PRODUCTS INC	V6402332	4355	108.21	1,718.12	00079509
		4375	346.18		
		4385	1,120.18		
		9320	143.55		
LOS ANGELES FREIGHTLI	V6402833	4385	417.48	417.48	00079510
MOBILE INDUSTRIAL SUP	V6407890	4375	27.73	27.73	00079511
MONTEON ELECTRIC	V6408541	5610	800.00	800.00	00079512
MONTGOMERY HARDWARE C	V6405624	4355	62.32	62.32	00079513
MSC INDUSTRIAL SUPPLY	V6409768	9320	206.98	206.98	00079514
NASCO MODESTO	V6403253	9320	1,359.21	1,359.21	00079515
PIONEER STATIONERS IN	V6403676	9320	1,672.86	1,672.86	00079516
POOL SUPPLY OF ORANGE	V6403700	4347	1,548.95	1,548.95	00079517
PRINGLES DRAPERIES AN	V6405953	5610	1,038.98	1,038.98	00079518

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
PSYCHOLOGICAL ASSESSM	V6403780	4310	88.00	88.00	00079519
QWIZDOM INC.	V6407542	4310 4410	565.50 4,007.25	4,572.75	00079520
REFRIGERATION SUPPLIE	V6403873	4347	1,093.16	1,093.16	00079521
SEHI COMPUTER PRODUCT	V6404221	4310 4320 4410	3,383.90 451.12 4,482.49	8,317.51	00079522
SOUTHWEST SCHOOL AND	V6404383	9320	107.66	107.66	00079523
STATER BROS STORE	V6404453	4310	157.56	157.56	00079524
SUPPLYMASTER	V6404538	4320	179.02	179.02	00079525
TROXELL COMMUNICATION	V6404796	4410	564.42	564.42	00079526
VARITEK	V6404909	5610	310.98	310.98	00079527
VERNIER SOFTWARE	V6404919	4310	4,998.23	4,998.23	00079528
WALTERS WHOLESale	V6409053	4355	46.50	46.50	00079529
WARD'S NATURAL SCIENC	V6404999	4310	194.48	194.48	00079530
WESTEL COMMUNICATION	V6405039	5610	998.24	998.24	00079531
XEROX	V6405124	4320 5620	394.19 1,284.64	1,678.83	00079532
ZANGLE NATIONAL USER	V6406031	5210	525.00	525.00	00079533
*** CHECK GAP ***					
A1 TRANSMISSION SERVI	V6400030	4370	976.64	976.64	00079536
ACTION DOOR REPAIR CO	V6400081	5610	1,775.00	1,775.00	00079537
ALBERTSONS STORE 1686	V6400142	4310	228.51	228.51	00079538
ALL COUNTY ENVIRONMEN	V6409177	5610	2,565.00	2,565.00	00079539

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
AMERICAN MEDICAL AND	V6405265	9320	25.42	25.42	00079540
ARAMARK UNIFORM SERVI	V6407528	4388	153.20	153.20	00079541
AUTISM PARTNERSHIP	V6409305	5860	3,636.00	3,636.00	00079542
BARNES AND NOBLE	V6400450	4210	481.00	481.00	00079543
BEE BUSTERS	V6400472	5610	250.00	250.00	00079544
BORDERS EXPRESS #0435	V6409750	4210	70.57	70.57	00079545
CARRIER SALES AND DIS	V6409402	4347	30.92	30.92	00079546
COMMUNICATIONS CENTER	V6401037	4320	1,218.53	1,218.53	00079547
EMERGENCY SERVICES RE	V6410007	5610	1,102.00	1,102.00	00079548
FLEET SERVICES INC	V6405625	4376	433.21	433.21	00079549
GRAINGER	V6404982	4355	509.23	509.23	00079550
HOME DEPOT	V6405234	4355	189.60	189.60	00079551
HOWARD INDUSTRIES	V6402088	4347	639.08	639.08	00079552
ICS SERVICE CO	V6406452	5610	3,842.87	3,842.87	00079553
IMPERIAL PRODUCTS INC	V6402137	4355	510.51	510.51	00079554
JACKSONS A S BREA	V6406346	4347	220.32	220.32	00079555
JAMES PUBLISHING INC.	V6408851	4319	115.60	115.60	00079556
KEY CURRICULUM PRESS	V6402584	5880	1,099.45	1,099.45	00079557
KIRK PAPER PACKAGING	V6407929	9320	26,104.60	26,104.60	00079558
KNORR SYSTEMS	V6402610	4347	8,408.32	8,408.32	00079559
PARADIGM HEALTHCARE S	V6403536	5810	1,675.59	1,675.59	00079560
PERLMUTTER PURCHASING	V6409934	4310	346.91	2,577.50	00079561
		4410	2,230.59		

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
PRECISION SPEEDOMETER	V6403723	4376	56.85	56.85	00079562
RALPHS GROCERY CO	V6403828	4310	527.01	527.01	00079563
RECORDED BOOKS INC	V6403863	4310	8,694.57	8,694.57	00079564
RELIABLE ELEVATOR INC	V6409886	5610	120.50	120.50	00079565
REMCO HARDWARE	V6409513	9320	116.19	116.19	00079566
SARGENT WELCH LLC	V6404124	4320	1,429.30	1,429.30	00079567
SCIENCE KIT INC AND B	V6404183	4310	2,417.21	2,417.21	00079568
SEHI COMPUTER PRODUCT	V6404221	4310	309.83	309.83	00079569
SMART AND FINAL	V6404304	4310	75.81	75.81	00079570
SUPPLYMASTER	V6404538	9320	7,411.88	7,411.88	00079571
TANKS A LOT	V6404594	4355	187.50	187.50	00079572
UNION AUTO SERVICE CE	V6404840	4370	930.18	2,099.98	00079573
		5610	1,169.80		
WESTRUX INTERNATIONAL	V6405053	4376	103.69	103.69	00079574
WURTH USA INC	V6408563	4385	132.92	132.92	00079575

TOTAL FOR FUND: 0101 GENERAL FUND 2,654,036.87

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Object	Amount	Check Amt	CK #
=====	=====	=====	=====	=====	=====	=====
		Object	Object Total			
		3101	2,561.40			
		3501	147,823.22			
		3502	63,352.81			
		4199	60.00			
		4210	873.30			
		4299	-39.00			
		4310	91,676.05			
		4311	15.47			
		4316	42.18			
		4319	115.60			
		4320	22,858.92			
		4325	45.54			
		4336	23.19			
		4337	70.36			
		4339	99.68			
		4347	23,562.78			
		4355	31,145.20			
		4370	8,510.80			
		4375	1,241.63			
		4376	6,284.44			
		4380	690.20			
		4381	1,039.53			
		4384	538.83			
		4385	3,282.19			
		4386	1,361.96			
		4387	148.08			
		4388	933.18			
		4390	830.48			
		4410	113,411.91			
		5210	8,327.97			
		5220	1,917.76			
		5310	250.00			
		5454	36,012.44			
		5510	46,025.77			
		5520	224,740.28			
		5530	50,563.65			
		5560	384.53			
		5580	58,262.39			
		5610	71,328.04			
		5620	15,626.17			
		5712	143.96			
		5721	4,049.07			

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
	5805		31,964.37		
	5810		77,600.19		
	5812		225.00		
	5821		113.22		
	5860		111,712.69		
	5870		37,946.19		
	5880		63,595.04		
	5910		6,231.87		
	5918		20,051.49		
	7141		211,011.54		
	7211		121,605.85		
	7223		97,305.00		
	8695		26.00		
	8699		5.00		
	9320		49,160.71		
	9510		785,290.75		
TOTAL FOR FUND: 0101 GENERAL FUND			2,654,036.87		

Total Number of Checks Printed: 434
 Number of Void Checks Printed: 1
 Number of Actual Checks Printed: 433

FUND: 1111 ADULT EDUCATION

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
TECHNICAL DUPLICATOR	V6404628	4320	237.78	6,004.08	00079265
	5610		5,766.30		
				*** CHECK GAP ***	
SUPPLYMASTER	V6404538	4320	142.92	142.92	00079304
				*** CHECK GAP ***	
ALTERNATIVE REVOLVING	V6400190	4320	64.07	8.02	00079461
	4369		-56.05		
				*** CHECK GAP ***	
WESTEL COMMUNICATION	V6405039	5610	110.00	110.00	00079534
				*** CHECK GAP ***	
PEARSON EDUCATION	V6403609	4310	299.06	299.06	00079576

TOTAL FOR FUND: 1111 ADULT EDUCATION 6,564.08

Object	Object Total
4320	444.77
4310	299.06
4369	-56.05
5610	5,876.30
TOTAL FOR FUND: 1111 ADULT EDUCATION	6,564.08

Total Number of Checks Printed: 5
 Number of Void Checks Printed: 0
 Number of Actual Checks Printed: 5

ANAHEIM UHSD 05/01/09 Vendor Check Register
FRI, MAY 01, 2009, 4:52 PM --req: KORR-----leg: 64 ---loc: 64FISCAL--job: 9835263 #J2528--prog: CK517 <1.01>--report id: CKRECSOC

FUND: 1414 DEFERRED MAINT

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
HARDY AND HARPER INC	V6408628	5610	128,580.92	128,580.92	00079157
C2 REPROGRAPHICS	V6408990	5610	1,144.76	1,144.76	00079213
ORANGE COUNTY REGISTE	V6403461	5610	1,210.40	1,210.40	00079214
CASE AND SONS CONSTRU	V6400796	5610	2,900.00	2,900.00	00079305

TOTAL FOR FUND: 1414 DEFERRED MAINT 133,836.08

Object	Object Total
5610	133,836.08

TOTAL FOR FUND: 1414 DEFERRED MAINT 133,836.08

Total Number Of Checks Printed: 4
 Number Of Void Checks Printed: 0
 Number Of Actual Checks Printed: 4

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
C2 REPROGRAPHICS	V6408990	6274	641.26	641.26	00079215
ORVAC ELECTRONICS	V6403479	6274	56,317.87	56,317.87	00079216
MCM ELECTRONICS	V6406833	6274	3,343.82	3,343.82	00079266
DEPT. OF GENERAL SERV	V6401330	6210	11,007.02	11,007.02	00079324
HARBOR CONSTRUCTION C	V6408515	6270	36,311.00	36,311.00	00079355
SUPERIOR COURT OF ORA	V6409938	6270	63,426.45	63,426.45	00079356
WELLS FARGO BANK ES	V6409234	6274	4,034.56	4,034.56	00079357
GIANNELLI ELECTRIC IN	V6401857	6274	9,235.00	9,235.00	00079384
ORANGE COUNTY REGISTE	V6403461	5880	7,320.72	7,320.72	00079385
COAST ROOF CO INC	V6400997	6270	19,483.00	19,483.00	00079495
PLATINUM CONSTRUCTION	V6409968	6274	2,000.00	2,000.00	00079496
VAN ELK LTD	V6409979	6274	4,570.00	4,570.00	00079497
WCS CA INC	V6409068	6274	80,626.00	80,626.00	00079498
BUILDING GROUP, THE	V6408794	6274	20,760.00	20,760.00	00079535

TOTAL FOR FUND: 2121 GO BOND 2002A 319,076.70

FUND: 2121 GO BOND 2002A

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
		Object	Object Total		
		6210	11,007.02		
		5880	7,320.72		
		6270	119,220.45		
		6274	181,528.51		
TOTAL FOR FUND: 2121 GO BOND 2002A			319,076.70		

Total Number Of Checks Printed: 14
 Number Of Void Checks Printed: 0
 Number Of Actual Checks Printed: 14

FUND: 2525 CAPITAL FAC

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
A THRONE CO INC	V6407493	6221	2,747.62	2,747.62	00079306
NAVA, VICTOR	V6410013	8681	1,773.93	1,773.93	00079462

TOTAL FOR FUND: 2525 CAPITAL FAC 4,521.55

Object	Object Total
6221	2,747.62
8681	1,773.93
TOTAL FOR FUND: 2525 CAPITAL FAC	4,521.55

Total Number Of Checks Printed: 2
 Number Of Void Checks Printed: 0
 Number Of Actual Checks Printed: 2

ANAHEIM UHSD 05/01/09 Vendor Check Register
FRI, MAY 01, 2009, 4:52 PM --req: KORR-----leg: 64 ---loc: 64FISCAL--job: 9835263 #J2528--prog: CK517 <1.01>--report id: CARRCSOC

FUND: 6768 INS-WCI

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
AUHSD	V6400400	5890	885.00	885.00	00079577
PRIMARY AND MULTISPEC	V6407482	5890	995.97	995.97	00079578

TOTAL FOR FUND: 6768 INS-WCI 1,880.97

Object	Object Total
5890	1,880.97
TOTAL FOR FUND: 6768 INS-WCI	1,880.97

Total Number of Checks Printed: 2
 Number of Void Checks Printed: 0
 Number of Actual Checks Printed: 2

ANAHEIM UHSD 05/01/09 Vendor Check Register
FRI, MAY 01, 2009, 4:52 PM --req: KORR-----leg: 64 ---loc: 64FISCAL--job: 9835263 #J2528--prog: CK517 <1.01>--report id: CKRECSOC

FUND: 6769 INS - H&W

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
ANTHEM BLUE CROSS	V6409810	5461	944,306.07	944,306.07	00079267
CALIFORNIA SCHOOLS DE	V6405368	5892	210,000.00	210,000.00	00079268
DELTA CARE USA	V6405542	5461	11,918.16	11,918.16	00079269
PINNACLE CLAIMS MANAG	V6409946	5812	113,182.14	113,182.14	00079270
PINNACLE CLAIMS MANAG	V6409946	5812	3,554.25	3,554.25	00079271
VISION SERVICE PLAN	V6404956	5464	38,487.11	38,487.11	00079272
*** CHECK GAP ***					
GALLAGHER BENEFIT SER	V6408675	5812	10,500.00	10,500.00	00079386
AUHSD	V6400400	5891	957,377.63	978,770.82	00079463
		5895	21,393.19		

TOTAL FOR FUND: 6769 INS - H&W 2,310,718.55

Object	Object Total
5461	956,224.23
5464	38,487.11
5812	127,236.39
5891	957,377.63
5892	210,000.00
5895	21,393.19
TOTAL FOR FUND: 6769 INS - H&W	2,310,718.55

Total Number of Checks Printed: 8
 Number of Void Checks Printed: 0
 Number of Actual Checks Printed: 8

Human Resources Division, Certificated Personnel

Board of Trustees
May 14, 2009

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- C. Additional Work Days, for the 2009-10 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
Petitt, Cynthia	English Learner
Sesky, Jeannie	Reading

- D. Advancement Via Individual Determination (AVID) Coordinator Stipend, for the 2008-09 school year, at the rate of \$1,200, to be paid half at the end of each semester for the following AVID Coordinator as noted: (AVID Funds)

Egert, Megan	Ball Junior High School, split stipend, 2 nd semester (Remove Brooke Duprey, 2 nd semester, previously Board approved 10/30/08)
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- E. ASB 2009 Summer Leadership Retreat Stipends, to the following personnel who will be support for the Leadership Retreat in San Diego, CA, August 10, 2009, through August 12, 2009. (ASB Funds)

Esping, Alden, ASB Camp Executive Director, one time stipend of \$2,150, includes employment related costs. (ASB Funds)

Chylinski, Paul, ASB Camp Director, one time stipend of \$1,750, includes employment related costs. (ASB Funds)

Dancer, Terry, ASB Clerk, one time stipend of \$280, includes employment related costs. (ASB Funds)

Stroud, Toni, ASB Clerk, one time stipend of \$450, includes employment related costs. (ASB Funds)

- F. Curriculum Specialists, on an if and as needed basis, effective 7/1/09, through 6/30/10. (Title II Funds, unless otherwise noted)

Bialowas, Charles—Mathematics	\$3,058/month, not to exceed \$30,580
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Danley, Thomas—Athletics	\$3,058/month, not to exceed \$30,580 (General Funds)
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Petrilla, Charles—Mathematics	\$3,058/month, not to exceed \$30,580
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Reid, Donald—Science	\$3,058/month, not to exceed \$30,580
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- G. Summer School Psychologists, for the Bridges Program, to provide support and coordination of the summer school program for the 2009 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 and for fifteen (15) days:

Hopkins, Mark
Morris, Kathlene

Human Resources Division, Certificated Personnel

Board of Trustees
May 14, 2009

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4. Volunteer Employee Aides, with coverage by Workers' Compensation Insurance, effective as noted:

Capen, Marilyn (5/5/09)	McCarthy, William (4/24/09)
Carter, William (5/4/09)	Moser, Patricia (5/1/09)
Elliott, Kelli (4/20/09)	Padilla, Linda (4/20/09)
Garzya, Anna (4/30/09)	Paningsoro, Mary (4/24/09)
Guerrero, Luisa (5/4/09)	Walbrink, Debra (4/20/09)
Hoagland, Joni (4/24/09)	Walker, Shawna (4/20/09)
Kohlmier, Chad (4/20/09)	Whirledge, Denise (4/24/09)
Leach, Joseph (4/24/09)	Wu, Cindy (4/24/09)

5. Extra Service Specialists, employment effective as noted:

<u>Certificated:</u>	<u>Salary</u>	<u>Term</u>	<u>Effective</u>
<u>Ball</u> Boyes, Ryan Track (8 th , Boys)	\$1,923	4 th quarter	3/30/09
Terry, Steven Jr. Track (7 th , Boys)	\$1,923	4 th quarter	3/30/09
<u>Classified:</u>	<u>Salary</u>	<u>Term</u>	<u>Effective</u>
<u>Oxford Academy</u> Garnett, Katie Track (Assist. Frosh/Soph, Girls)	\$2,339	Season	2/16/09

Board of Trustees
May 14, 2009

1. Retirement/Resignation, effective as noted:

D'Agostino, Joann, Information Systems Technician, Information Systems Department, retirement, 7/16/09

Jarman, Maria, Senior Administrative Assistant-Bilingual, District Office, retirement, 7/01/09

Lewis, Audrey, Food Services Assistant I, District Food Center, retirement, 6/11/09

Roark, Yumi, Food Service Assistant I, Cypress, resignation, 5/07/09

Tarablosi, Nesrin, Instructional Assistant-Severely Handicapped, Community Day School, resignation, 5/13/2009

Taylor III, Armando, Instructional Assistant-Special Education, Sycamore, resignation, 4/10/09

2. Leave of Absence:

Galvez, David, for educational improvement, without pay and without health benefits from 05/06/09, through the end of the working day on 09/05/09

Matthews, James, for health, without pay and without health benefits from 04/20/09, through the end of the working day on 06/19/09

3. Employment, effective as noted:

Range/Step

Effective

Malley, Karen
Sub School Library Media Technician

51/01

4/27/09

Sultani, Manizha
Provisional Instructional Assistant-
Severely Handicapped

51/01

4/22/09

4. Student Worker, \$8.00 hr.:

Aguilar, Rigoberto Jr.
Brito, Debbie Katherine
Duncan, Maegan Danae
Garcia, Eduardo Reveles
Garcia, Jesenia
Moua, Yu

**5. WorkAbility Student, current minimum wage or stipend of \$256 effective as noted:
(Workability Grant Funds)**

Effective

Beltran, Victor Antonio

4/01/09

SCHEDULE A

**STUDENT IN NONPUBLIC SCHOOL UNDER EC 56030
Regular School Year 2008-2009**

STUDENT	DOB	GRADE	BOARD APPROVAL DATE	NONPUBLIC SCHOOL	TOTAL CONTRACT COST*
SYS-0708077	10-22-91	11	05-14-09	Grace Education	\$13,950.00

*Includes transportation costs, if applicable.

Field Trips

EXHIBIT C C

Board of Trustees
May 14, 2009

1. Anaheim High School-Cheerleading (45 students); Christina Capen, adviser; Alma Perez, Rosa Perez, chaperones.

To: Westwood, California
Dates: July 14, 2009-July 16, 2009
Purpose: To attend University of California, Los Angeles Cheer Camp in order to improve cheerleading skills and team building
Expenses: Parent/Student: registration, meals, transportation, accommodations

Number of school days missed for this trip: 0
Number of school days missed previously: 0
Total number of days missed by this group: 0

2. Anaheim High School-Boys' Basketball (15 students); Kellie McKinney, adviser; David Williams, chaperone.

To: San Diego, California
Dates: July 17, 2009-July 18, 2009
Purpose: To participate in Point Loma Nazarene University Basketball Tournament
Expenses: ASB/Club Fundraisers: registration, transportation
Parent/Student: 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

3. Cypress High School-Spirit Squad (40 students); Jennifer Russell, adviser; Christine Crafton, Kerri Fenton, chaperones.

To: Westwood, California
Dates: July 16, 2009-July 19, 2009
Purpose: To attend USA Cheer and Dance Camp held at University of California, Los Angeles
Expenses: Parent/Student: registration, meals, transportation, accommodations

Number of school days missed for this trip: 0
Number of school days missed previously: 0
Total number of days missed by this group: 0

4. Katella High School-Associated Student Body (40 students); Michelle Duncan, adviser; Scott Wilmoth, Eric Brewer, Jenny Ayala, Carlos Ayala, chaperones.

To: Anaheim, California
Dates: May 27, 2009-May 28, 2009
Purpose: To teach students about the consequences of drinking and driving through the *Every 15 Minutes Program* and Anaheim Police Department
Expenses: Outside Source (Donations): meals
ASB/Club Fundraisers: meals, transportation, substitutes

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
May 14, 2009

5. Loara High School-Girls' Volleyball (10 students); Allison Bottom, adviser; Christine Awadallah Conner, chaperone.

To: Angelus Oaks, California
Dates: June 27, 2009-June 30, 2009
Purpose: To participate in Peer Assistance Leadership (PAL) Camp and learn to work as a cohesive unit while practicing essential leadership skills
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

6. Savanna High School-North Orange County Regional Occupational Program (20 students); Bridget Wulff, adviser/chaperone.

To: Irvine, California
Dates: May 15, 2009-May 17, 2009
Purpose: To participate at CampMed, an outreach program for the exploration in the scientific and medical fields, held at the University of California, Irvine (UCI) (UCI will carry the liability and insurance for the students.)
Expenses: Outside Source (UCI): 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

7. Savanna High School-Navy Junior Reserve Officers' Training Corps (3 students); Colonel B. W. Miller, adviser; Rose Chen, chaperone.

To: San Diego, California
Dates: June 21, 2009-June 26, 2009
Purpose: To participate in Leadership Academy held at the University of California, San Diego
Expenses: Parent/Student: registration, meals, transportation, accommodations

Number of school days missed for this trip: 0
Number of school days missed previously: 0
Total number of days missed by this group: 0

8. Savanna High School-Cheer (18 students); Amber Hoffman, adviser/chaperone.

To: Palm Desert, California
Dates: June 26, 2009-June 29, 2009
Purpose: To participate in Cheer Camp held at JW Desert Springs Marriott
Expenses: Parent/Student: registration, meals, transportation, accommodations

Number of school days missed for this trip: 0
Number of school days missed previously: 0
Total number of days missed by this group: 0

BOARD OF TRUSTEES
Minutes
Thursday, April 2, 2009

1. CALL TO ORDER – ROLL CALL

President Katherine H. Smith called the regular meeting of the Anaheim Union High School District Board of Trustees to order at 3:00 p.m.

Present: Katherine H. Smith, president; Thomas "Hoagy" Holguin, clerk, Brian O'Neal, assistant clerk; Jordan Brandman, member; Joseph M. Farley, superintendent; Tim Holcomb, deputy superintendent; Dave Cowen, Fred Navarro, and Dianne Poore, assistant superintendents.

Absent: Anna L. Piercy, member; Russell Lee-Sung, assistant superintendent; and Josh Selbe, student representative to the Board of Trustees.

2. ADOPTION OF AGENDA

Staff requested the following amendment to the agenda:

Remove item 10.1 Application, Community-Based English Tutoring Program, from the agenda.

On the motion of Mr. O'Neal, 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 3:02 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 6:00 p.m.

5.2 Pledge of Allegiance and Moment of Silence

The Junior Leadership Corp from South Junior High School, led the Pledge of Allegiance to the Flag of the United States of America. Chris Esperanza, principal, South Junior High School, led the moment of silence.

6. INTRODUCTION OF GUESTS

Mr. Holguin introduced Joanne Fawley, ASTA; Sharon Yager, CSEA; and Steve Gonzales, APGA.

7. REPORTS

7.1 Closed Session

Board Clerk Thomas "Hoagy" Holguin reported the following actions taken in closed session.

7.1.1 The Board of Trustees voted 4 to 0 to authorize legal counsel to settle a due process hearing, Office of Administrative Hearings Case Nos. 2008100494 and 2009020641, in the amount of \$14,500 in reimbursements.

7.1.2 The Board of Trustees voted 4 to 0 to authorize legal counsel to settle existing litigation, Orange County Superior Court Case No. 07CC07050, in the amount of \$2,312.90.

7.1.3 No action taken regarding negotiations.

7.1.4 The Board of Trustees took formal action to approve the expulsion of the following students:

1. 08-154 under Education Code 48900(k), 48915(b)(1)
2. 08-185 under Education Code 48900(a)(1), 48900(b), 48900(e), 48900(k), 48915(a)(2), 48915(a)(4)
3. 08-186 under Education Code 48900(a)(1), 48900(e), 48900(k), 48915(a)(4)
4. 08-187 under Education Code 48900(a)(1), 48900(b), 48900(e), 48900(k), 48915(a)(4)
5. 08-189 under Education Code 48900(f), 48900(k)
6. 08-191 under Education Code 48900(c), 48915(b)(1)
7. 08-192 under Education Code 48900(b), 48915(a)(2)
8. 08-193 under Education Code 48900(f), 48900(k), 48915(b)(1)
9. 08-194 under Education Code 48900(b), 48915(a)(2)
10. 08-195 under Education Code 48900(c), 48915(c)(3)
11. 08-196 under Education Code 48900(b), 48900(k)
12. 08-198 under Education Code 48900(g)
13. 08-199 under Education Code 48900(c)
14. 08-200 under Education Code 48900(f)
15. 08-201 under Education Code 48900(c)
16. 08-202 under Education Code 48900(c), 48915(a)(3)
17. 08-203 under Education Code 48900(n), 48915(c)(4)
18. 08-204 under Education Code 48900(f), 48915(b)(1)
19. 08-205 under Education Code 48900(b), 48915(c)(5)
20. 08-207 under Education Code 48900(c)
21. 08-208 under Education Code 48900(c)
22. 08-209 under Education Code 48900(c)
23. 08-210 under Education Code 48900(b), 48915(a)(2)
24. 08-211 under Education Code 48900(a)(1), 48900(k)
25. 08-212 under Education Code 48900(a)(1), 48900(b), 48900(k)
26. 08-213 under Education Code 48900(a)(2), 48900(b), 48915(a)(2)

7.1.5 The Board of Trustees took formal action to approve the readmission of students 07-13, 07-137, 07-150, 07-163, 07-165, 07-169, 07-173, 07-175, 07-176, 07-177, 07-179, 07-183, 07-184, 07-186, 07-193, 07-197, 07-198, 07-203, 07-207, 07-208, 07-209, 07-210, 07-211, 07-212, 07-218, 07-224, 07-225, 07-226, 07-230, 07-236, 07-237, 07-247, 07-251, 07-255, 07-258, 07-263, 07-268, 07-269, 07-272, 07-276, 07-277, 07-292, 07-293, 07-295, 07-303, 07-305, 07-308, 07-309, 07-315, 07-316, 07-317, 07-318, 07-321, 07-322, 07-323, 07-328, 07-329, 08-04, and 08-I.

7.1.6 No action taken regarding public employee performance evaluation.

7.2 **Principal's Report**

Mr. Esperanza presented highlights of South Junior High School including reductions in the number of suspensions, as well as an increase in API scores and overall grade point averages. He stated that 95 percent of their students have indicated they want to pursue a college degree. Mr. Esperanza said the school has a strong AVID program and stated they are receiving services from California State University, Fullerton, through the GEAR UP grant. Mr. Esperanza commented that South Junior High School hosted the Parent Institute for Quality Education and had 275 parents complete the program. He concluded by saying the quality of instruction has greatly improved due to teachers getting together to discuss teaching methods, which have benefited both teachers and students.

7.3 **Reports of Associations**

- 7.3.1 Joanne Fawley, ASTA president, discussed Pink Friday that was organized to bring public attention to teacher layoffs. She said over 200 people at Anaheim High School participated.
- 7.3.2 Steve Gonzales, representing APGA, discussed the first district-wide College Fair to be held at the Anaheim Convention Center. He thanked the Board of Trustees and district staff for their support.

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

Sal Mendoza, Mendoza Insurance Brokers, discussed the Measure Z construction projects and the discrepancies his company found in hard cost billing. He requested clarification from the district.

9. **ITEMS OF BUSINESS**

9.1 **Public Hearing, Disclosure of Collective Bargaining Agreement with the Anaheim Personnel and Guidance Association**

On the motion of Mr. O'Neal, duly seconded and unanimously carried by those present, the Board of Trustees opened a public hearing on the collective bargaining agreement with the Anaheim Personnel and Guidance Association for the 2008-09 year, in accordance with AB 1200 (Statutes of 1991, G.C. 3547.3, Chapter 1213), at 6:22 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 6:23 p.m.

9.2 **Adoption of the 2008-09 Collective Bargaining Agreement with the Anaheim Personnel and Guidance Association**

On the motion of Mr. Holguin, duly seconded and unanimously carried by those present, the Board of Trustees adopted the 2008-09 collective bargaining agreement with the Anaheim Personnel and Guidance Association.

9.3 **Application, Anaheim Community Foundation Helping Hands Funding Application**

On the motion of Mr. O'Neal, duly seconded and unanimously carried by those present, the Board of Trustees ratified the Anaheim Community Foundation Helping Hands Funding Application for Hope School. The purpose of the grant is to request financial assistance to augment the educational gardening program at Hope School. Hope teachers plan to utilize the funds to enhance their outdoor learning program by creating an outdoor classroom immediately adjacent to their garden. The Hope garden supports teachers in delivering instruction in environmental education, ecology, daily living skills, horticulture, and natural sciences, and it enhances the reading and physical education courses taught at the school. The school is applying for \$5,000 from the foundation for the 2009-10 year to build the outdoor classroom. The timeline was such that this application had to be submitted prior to board approval. There is no cost to the district.

9.4 **Memorandum of Understanding with the City of Anaheim**

On the motion of O'Neal, duly seconded and unanimously carried by those present, the Board of Trustees approved the memorandum of understanding with the city of Anaheim. Representatives of the district and the city of Anaheim have worked together to resolve issues regarding adjoining property that the city of Anaheim and the district own, at Savanna High School and the Dad Miller Golf Course. This memorandum of understanding was developed to mitigate safety matters at the 10th hole of the golf course, which adjoins tennis courts and a parking lot at the high school. Board approval of the memorandum of understanding will permit the city and the district to co-fund improvements on the campus and the course to reduce the number of golf balls that fall onto school grounds. The district will be responsible for one-half of the actual cost of completing the project, or \$75,000, whichever is greater, and one-half of the actual and/or estimated fees. The district set aside funds for this project when the discussions began with the city over two years ago. This agreement will be signed following approval by the Board of Trustees. (Routine Restricted Maintenance and other appropriate funds)

9.5 **Educational Consulting Agreement, Jamie Shew**

On the motion of Mr. O'Neal, duly seconded and unanimously carried by those present, the Board of Trustees approved the educational consulting agreement with Jamie Shew as a clinician for the AUHSD High School Pops Choral Festival. Ms. Shew will share her expertise with students and staff in regards to professional performance requirements. She will provide insight on their achievement of the choral music standards and will suggest areas of growth. Outside consultation for performances of this nature are essential in order to more clearly define areas of success and areas of needs for achievement of the choral music standards. Services will be provided May 8, 2009, at a cost not to exceed \$150. (Vocal Music Funds)

9.6 **Educational Consulting Agreement, Warren Carrigan**

On the motion of Mr. O'Neal, duly seconded and unanimously carried by those present, the Board of Trustees ratified the educational consulting agreement with Warren Carrigan to provide home teaching to a special education student with specialized needs. Mr. Carrigan is a retired education specialist with the unique skills to meet the student's needs. This agreement allows the district to comply with the student's Individual Education Plan. Services are being provided March 2, 2009, through June 30, 2009, at a cost not to exceed \$11,050. (Special Education Funds)

9.7 **Agreement, North Orange County Regional Occupation Program, Education Pathways Initiative**

On the motion of Mr. Holguin, duly seconded and unanimously carried by those present, the Board of Trustees ratified the agreement with North Orange County Regional Occupation Program to recruit more high school students into college pathways, support the special needs of the district's most at-risk students through the integration of academics, and provide dual-enrollment opportunities for students. Services are being provided September 4, 2008, through June 30, 2011, at no cost to the district.

9.8 **Resolution No. 2008/09-E-04, 2010 Census Partner, U.S. Census Bureau**

On the motion of Mr. O'Neal and duly seconded, the Board of Trustees adopted Resolution No. 2008/09-E-04, 2010 Census Partner, U.S. Census Bureau to support the goals and ideals for the 2010 Census, to partner with school districts to achieve an accurate and complete count, and to encourage participation in the events and initiatives for overall awareness of this endeavor. The roll call vote follows.

Ayes: Trustees Brandman, O'Neal, Holguin and Smith

Absent: Trustee Piercy

9.9 **Ratification of Change Order**

On the motion of Mr. O'Neal, duly seconded and unanimously carried by those present, the Board of Trustees ratified the change order as listed.

Bid #2007-17, Anaheim High School Expansion Project (Measure Z and other facilities funds)	P.O. #864A0001
USS Cal Builders	
Original Contract	\$22,127,000.00
Previously Approved Change Orders	\$1,775,010.37
Change Order #32-R1	\$92,853.00
New Contract Value	\$23,994,863.37

9.10 **Rejection of Liability Claim**

On the motion of Mr. O'Neal, duly seconded and unanimously carried by those present, the Board of Trustees rejected AUHSD 09-07 (Tort Claim #256), as not a proper charge against the district and authorized staff to send notice of the rejection.

10. **CONSENT CALENDAR**

On the motion of Mr. O'Neal, duly seconded and unanimously carried by those present, the Board of Trustees approved/ratified the following consent calendar, with the exception of item 10.8, which was pulled for discussion by Mr. Holguin, and 10.11, which was pulled for discussion by Mrs. Smith.

10.1 **Application, Community-Based English Tutoring Program**

This item was pulled prior to the adoption of the agenda.

10.2 **Contract, CSU Fullerton Auxiliary Services Corporation**

The Board of Trustees ratified the contract with CSU Fullerton Auxiliary Services Corporation (ASC) formalizing the agreement to appropriate \$12,574 to the CSUF GEAR UP Program as an

in-kind contribution for the salary of the program director. This item is being ratified because the contract had to weave its way through many layers of review in the California State University system before it was presented to the Anaheim Union High School District. The allocation was actually awarded July 1, 2008. The GEAR UP Program provides guidance and academic support services to underrepresented and underprivileged populations with the goal of increasing their access to higher education. This program supports AUHSD's Collaborative with CSUF, a special agreement designed to guarantee AUHSD graduates' admission to CSUF, if students meet basic entrance requirements. Services are being provided November 18, 2008, through September 2, 2009, at a cost not to exceed \$12,574. This agreement will be signed following approval by the Board of Trustees. (EIA/LEP Funds)

10.3 **Educational Consulting Agreement, UC Regents/UCLA School Management Program**

The Board of Trustees approved the educational consulting agreement with UC Regents/UCLA School Management Program (SMP) to work with AUHSD school site administrative and/or teacher leadership teams. Assistance like that referenced in this consulting agreement is a mandated requirement for school districts that are involved in the federal program improvement requirements outlined in No Child Left Behind (NCLB), which is being recommended to serve as the district's NCLB Program Improvement service provider for 2009-10 year. SMP will work with schools to identify and create structures and processes that assure continuous improvement of both student learning and professional practice. Services will be provided April 3, 2009, through September 30, 2009, at a cost not to exceed \$95,000. (Title I Funds)

10.4 **Educational Consulting Agreement, Orange County Human Relations Council**

The Board of Trustees approved the educational consulting agreement with the Orange County Human Relations Council. The district is required to distribute certain federal categorical funds to private schools. The Orange County Human Relations Council will provide training to Servite High School staff and students and assist in the development of improved interethnic relations. Services include, but are not limited to: leadership orientation, task formation, all-day student retreats, faculty workshops, planning and implementation of parent outreach and involvement strategies, assistance in the planning of school-wide projects, and student conflict resolution and anger management training. Services will be provided April 20, 2009, through June 30, 2009, at a cost not to exceed \$2,000. (Title II Funds)

10.5 **Instructional Materials Submitted for Adoption**

The Board of Trustees approved the adoption of the instructional materials. The Williams settlement requires that schools have sufficient instructional materials to be distributed to every student in all core subject areas. According to the guidelines established in the settlement, adopted materials must be distributed to students for their use in school and at home. In order to meet this requirement, the district is requesting that the Board of Trustees adopt the recommended textbooks. Once adopted, the district will use specifically designated lottery funds to acquire the new textbooks. The use of these special funds will have no impact on the district's general fund. The Instructional Materials Review Committee has recommended the selected books for use in English language arts, science, and reading. The books have been made available for public review.

10.6 **Award of Bid**

The Board of Trustees awarded the bid as listed.

<u>Bid #</u>	<u>Service</u>	<u>Award</u>	<u>Amount</u>
2009-13	Painting Anaheim High School	Case and Sons Construction, Inc.	\$133,300

10.7 **Rejection of Bids**

The Board of Trustees rejected all bids.

<u>Bid #</u>	<u>Service</u>	<u>Award</u>
2009-12	Softball Field Improvement Kennedy High School	Reject all bids

10.8 **Amend Contracts for Professional Consulting Services**

On the motion of Mr. Holguin, duly seconded and unanimously carried by those present, following discussion, the Board of Trustees authorized the amended, not to exceed contract amounts for Jubany-NAC Architecture and Westgroup Designs, Inc. The value of each contract is \$500,000. The board amended the not to exceed amounts of these contracts by increasing Westgroup Designs, Inc. by \$250,000, and decreasing the value of the contract with Jubany-NAC Architecture by \$250,000. (Measure Z, State Modernization and New Construction, QEIA, Routine Restricted Maintenance, and other appropriate funds)

10.9 **Donations**

The Board of Trustees accepted the donations as listed.

<u>Location</u>	<u>Donated by</u>	<u>Item</u>
Community Day School	Lisa Molyneux	Miscellaneous equipment and food items
Cypress	MOL (America) Inc.	40 ft. storage container
District	Social Security Administration	Miscellaneous computer equipment
Hope	Wal-Mart Foundation	\$2,000
	7-Eleven	20 art smocks
Kennedy	Dona Vogel	Elna lock machine
	Home Depot	30 cardboard/storage boxes
	Dong Vo	Miscellaneous photography equipment
Lexington	BP America Inc./ Martin L. Scott	\$250
Sycamore	Assistance League of Anaheim	Uniform shirts and shorts

Walker	Buena Park Noon Lions Club, Inc.	\$290
Western	Washington Mutual (becoming Chase)	\$164.66
	Steven Franks	25 stereo headphones/headsets

10.10 **Disposal of Surplus Miscellaneous Furniture and Equipment**

The Board of Trustees ratified 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.

10.11 **Conferences and/or Meetings**

On the motion of Mr. O’Neal, duly seconded following discussion, the Board of Trustees authorized payment for the board members to attend conferences and/or meetings, with payment of their necessary expenses.

CSBA Legislative Action Conference, May 17-18, 2009, Sacramento, CA, \$250, for Mr. Brandman. The vote follows.

Ayes: Trustees Brandman, O’Neal, and Holguin

Noes: Trustee Smith

Absent: Trustee Piercy

10.12 **Certificated Personnel Report**

The Board of Trustees approved/ratified the certificated personnel report as submitted.

10.13 **Classified Personnel Report**

The Board of Trustees approved/ratified the classified personnel report as submitted.

10.14 **Field Trip Report**

The Board of Trustees approved/ratified the field trip report as submitted.

10.15 **Individual Service Contracts**

The Board of Trustees approved/ratified the individual service contracts as submitted.

10.16 **Purchase Order Detail Report**

The Board of Trustees ratified the purchase order detail report as submitted.

10.17 **Check Register/Warrants Report**

The Board of Trustees ratified the check register/warrants report as submitted.

10.18 **Board of Trustees' Meeting Minutes**

The Board of Trustees approved the minutes as submitted.

10.18.1 March 5, 2009, Special Meeting

10.18.2 March 12, 2009, Regular Meeting

11. **SUPPLEMENTAL INFORMATION**

11.1 Minutes of Department Meetings

11.2 Associated Student Body Fund, October 2008 and November 2008

11.3 Cafeteria Fund, December 2008 and January 2009

11.4 Enrollment, Month 5 and Month 6

12. **STUDENT REPRESENTATIVE'S REPORT TO THE BOARD OF TRUSTEES**

There was no report from the student representative to the Board of Trustees.

13. **SUPERINTENDENT AND STAFF REPORT**

Dr. Farley reported on the federal stimulus program. He stated that it is very difficult to get definitive data on stimulus funding. He said there is a lot of speculation as to whether the state will allocate any money to education.

14. **BOARD OF TRUSTEES' REPORT**

Mr. Brandman stated he attended the Anaheim Leadership Team Association dinner, the Budget Committee meeting, Anaheim Library luncheon, and the town hall meeting with President Obama.

Mr. O'Neal said he attended the Friends of Education dinner, Kennedy choir performance, and visited Western High School and Ball Junior High School. He congratulated Western High School for being named a California Distinguished School.

Mr. Holguin commented on his attendance at the Friends of Education dinner, the PIQE graduation ceremony at South Junior High School; and he thanked Dr. Navarro for working with Sally Feldhaus on the essay contest. He also thanked the Board of Trustees for their support of the PIQE program.

Mrs. Smith reported her attendance at the Youth in Government event at the city of Anaheim, and her participation in the Celebration of Success Scholarship interviews for ROP.

15. **ADVANCE PLANNING**

15.1 **Future Meeting Dates**

The next regular meeting of the Board of Trustees will be held on Thursday, April 23, 2009, at 6:00 p.m.

Thursday, May 14
Thursday, June 4
Thursday, June 25
Thursday, July 16

Thursday, August 6
Thursday, August 27
Thursday, September 10
Thursday, September 24

Thursday, October 15
Thursday, November 5

Thursday, December 10

15.2 **Suggested Agenda Items**

Mr. Holguin requested we look into the Sunburst Academy Program.

Mrs. Smith requested developing a board policy requiring board members to bear the cost of conferences. She requested information on block scheduling and congratulated Western High School for being named a California Distinguished School.

16. **ADJOURNMENT**

On the motion of O'Neal, duly seconded and unanimously carried by those present, the Board of Trustees adjourned the meeting at 6:49 p.m.

Approved _____
Clerk, Board of Trustees

BOARD OF TRUSTEES
Minutes
Thursday, April 23, 2009

1. **CALL TO ORDER—ROLL CALL**

President Katherine H. Smith called the regular meeting of the Anaheim Union High School District Board of Trustees to order at 3:01 p.m.

Present: Katherine H. Smith, president; Thomas "Hoagy" Holguin, clerk; Brian O'Neal, assistant clerk; Anna L. Piercy and Jordan Brandman, members; Joseph M. Farley, superintendent; Tim Holcomb, deputy superintendent; Dianne Poore and Russell Lee-Sung, assistant superintendents.

Absent: Dave Cowen and Fred Navarro, assistant superintendents

2. **ADOPTION OF AGENDA**

Staff requested the following amendments to the agenda:

- Remove item 11.5 Agreement Amendment, Language Network, Inc., from the agenda.
- Exhibit BB, item 1, remove Jarman, Maria, from the exhibit.
- Exhibit BB, item 1, Signor, Michael Bryce, change the title from Instructional Assistant, to Instructional Assistant-Special Education, and change the resignation date from 3/3/09, to 3/31/09.

On the motion of Mr. Holguin, 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 3:03 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 6:00 p.m.

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

Board President Katherine H. Smith led the Pledge of Allegiance to the Flag of the United States of America and the moment of silence.

6. INTRODUCTION OF GUESTS

Mr. Holguin introduced Superintendent Dr. Michael Worley, ROP; Joanne Fawley, ASTA; Jackie Brock, CSEA; and Lisa Rockwell, APGA.

7. REPORTS

7.1 Closed Session

Board Clerk Thomas "Hoagy" Holguin reported the following actions taken in closed session.

7.1.1 No action taken regarding public employee performance evaluation.

7.1.2 No action taken regarding public employee discipline/dismissal/release, HR-2008-09-06.

7.1.3 The Board of Trustees voted 5 to 0 to authorize legal counsel to settle existing litigation, Orange County Superior Court Case No. 07CC07050, in the amount of \$3,312.19.

7.1.4 No action taken regarding potential litigation.

7.1.5 No action taken regarding negotiations.

7.1.6 The Board of Trustees took formal action to approve the expulsion of the following students:

1. 08-190 under Education Code 48900(c), 48900(k), 48915(b)(1)
2. 08-214 under Education Code 48900(k), 48915(b)(1)
3. 08-215 under Education Code 48900(f), 48900(k)
4. 08-216 under Education Code 48900(k), 48915(b)(1)
5. 08-217 under Education Code 48900(b), 48915 (a)(2)
6. 08-218 under Education Code 48900(a)(1), 48915(a)(5)
7. 08-219 under Education Code 48900(f), 48900(k), 48915(b)(1)
8. 08-220 under Education Code 48900(f), 48900(k), 48915(b)(1)
9. 08-221 under Education Code 48900(f), 48900(k), 48915(b)(1)
10. 08-223 under Education Code 48900(b), 48915 (a)(2)
11. 08-224 under Education Code 48900(m)
12. 08-225 under Education Code 48900(b), 48915 (a)(2)
13. 08-226 under Education Code 48900(c)
14. 08-227 under Education Code 48900(b), 48915 (a)(2)
15. 08-228 under Education Code 48900(c), 48900(k)
16. 08-229 under Education Code 48900(b), 48915 (a)(2)
17. 08-230 under Education Code 48900(c)
18. 08-232 under Education Code 48900(a)(1), 48900(k), 48915(b)(1)
19. 08-233 under Education Code 48900(a)(1), 48900(k)
20. 08-234 under Education Code 48900(f)
21. 08-235 under Education Code 48900(b), 48915(a)(2)
22. 08-237 under Education Code 48900(b), 48915 (a)(2)
23. 08-238 under Education Code 48900(a)(1), 48915(b)(1)
24. 08-239 under Education Code 48900(c), 48915(a)(3)
25. 08-241 under Education Code 48900(c)
26. 08-242 under Education Code 48900(c), 48915(a)(3)
27. 08-243 under Education Code 48900(c), 48915(a)(3)
28. 08-245 under Education Code 48900(c), 48915(c)(3)

- 29. 08-251 under Education Code 48900(c), 48900(k)
- 30. 08-252 under Education Code 48900(b), 48915 (a)(2)

7.1.7 The Board of Trustees took formal action to approve the readmission of students 07-234 and 07-249.

7.1.8 The Board of Trustees took formal action to deny the appeal of student A-2009-02.

7.2 **Reports of Associations**

7.2.1 Joanne Fawley, ASTA president, expressed cautious optimism about the financial future of the district. She thanked the board and Pat Karlak for recognizing staff for their hard work and honoring them tonight.

7.2.2 Lisa Rockwell, APGA co-president, reported that the counselor's in-service this month included the district psychologists. She also reported on the counselor evaluation tool that was approved by the counseling group.

7.2.3 Jackie Brock, CSEA member, thanked staff for working so well on recent issues.

8. **PRESENTATIONS**

8.1 **Anaheim Union High School District Teachers of the Year**

The Board of Trustees recognized teachers Dean Elder, Phyllis Fukumoto, and Karen Pollack, who were among 16 teachers identified as Anaheim Union High School District's Teachers of the Year for 2008-09. These three teachers were selected to represent the district as potential teachers of the year for Orange County. Each recipient was presented with a commemorative plaque.

8.2 **Day of the Teacher**

A proclamation celebrating Day of the Teacher, May 13, 2009, was presented to Joanne Fawley, president, Anaheim Secondary Teachers Association.

8.3 **National School Nurse Day**

A proclamation celebrating National School Nurse Day, May 6, 2009, was presented to Nurse Practitioner Kathleen Strobel.

8.4 **National Student Leadership Week**

A proclamation celebrating National Student Leadership Week, April 12-18, 2009, was presented to Josh Selbe, student representative to the Board of Trustees, who accepted the proclamation on behalf of the district's student leaders. A proclamation was also presented to the activities directors at each school site.

8.5 **Facilitated Panel of Student Leaders**

Savanna counselor Mr. Joe Casas facilitated a discussion with student leaders, which included comments from Jacqueline Rodarte, Anaheim High School; Michael Habashi, Oxford Academy; Vivian Oh, Kennedy High School; Ericka Martinez, Loara High School; Samantha Lee, Lexington Junior High School; Summer Meyer, Walker Junior High School; Grishma Patel, Orangeview Junior High School; and Jackie Cuevas, Savanna High School.

The presentation, planned in conjunction with the National Student Leadership Week, provided an opportunity to hear student leaders discuss a variety of issues as they relate to their leadership roles. Mr. Casas asked each one of them to share their plans for the future.

Josh Selbe, student representative to the Board of Trustees, was excused from the meeting at 6:20 p.m.

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

There were no requests to speak.

10. **ITEMS OF BUSINESS**

10.1 **Title I Schoolwide Program Status, Katella High School**

On the motion of Mr. O'Neal, duly seconded and unanimously carried, the Board of Trustees approved the request for federal Title I Schoolwide Program status for Katella High School. Schools must have a socioeconomically disadvantaged student subgroup of at least 40 percent, in order to qualify for a Title I Schoolwide Program. After meeting this criteria and making the decision to apply for Schoolwide Program status, the school engages in a comprehensive needs assessment and planning process, involving all stakeholders. The process 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 Katella High School students. (Title I Funds)

10.2 **Resolution No. 2008/09-BOT-05, Concerning the Board of Trustees Opposition to Proposition 1D**

On the motion of Mr. Holguin and duly seconded, following discussion, the Board of Trustees **failed to adopt Resolution No. 2008/09-BOT-05** concerning Proposition 1D. The roll call vote follows.

Ayes: Trustees Brandman

Noes: Trustees Piercy, O'Neal, Holguin and Smith

10.3 **Public Hearing, Categorical Flexibility Transfers, 2008-2009 Through 2012-2013**

On the motion of Mr. O'Neal, duly seconded and unanimously carried, the Board of Trustees opened a public hearing. In response to the fiscal situation of California and the nation, the California State Legislature has provided school districts with new flexibility in the use of state funding that had been highly regulated and restricted to specific purposes, programs, and uses. This flexibility is intended to offset other reductions in district income from the state. In order to utilize this important funding option, school districts are required to hold a public hearing on the intent to transfer various categorical program fund balances to unrestricted general fund purposes in the 2008-2009 year, through the 2012-2013 year, pursuant to Budget Act SBX3 4, Education Code Section 42605. The public hearing was opened at 7:04 p.m.

There were no requests to speak.

On the motion of Mr. O'Neal, duly seconded and unanimously carried, the Board of Trustees closed the public hearing at 7:05 p.m.

10.4 **Resolution No. 2008/09-B-13, Interfund Transfers of Restricted Funds to the General Fund**

On the motion of Mr. O'Neal and duly seconded, the Board of Trustees adopted Resolution No. 2008/09-B-13. The 2008-2009 California State Budget reduces funding to education by \$8.6 billion and authorizes school districts to use state funding that had been highly regulated and restricted to specific purposes, programs, and uses for any educational purpose, to the extent permitted by law. With adoption of this resolution, the district may utilize this new flexibility beginning in the 2008-2009 year, through the 2012-2013 year, as permitted in Education Code Section 42605. The roll call vote follows.

Ayes: Trustees Piercy, Brandman, O'Neal, Holguin, and Smith

10.5 **Resolution No. 2008/09-B-14, Permanent Interfund Transfer**

On the motion of Mrs. Piercy and duly seconded, the Board of Trustees adopted Resolution No. 2008/09-B-14. As part of the 2007-2008 year-end accounting closing process, the district recorded an accrual for the transfer of \$1,441,653 from Deferred Maintenance Fund to the General Fund for the district's deferred maintenance match. Due to the district's budget reductions, this transfer is to be reversed as part of the budget reduction plan. This resolution is necessary to implement the reduction. The roll call vote follows.

Ayes: Trustees Piercy, Brandman, O'Neal, Holguin, and Smith

10.6 **Resolution No. 2008/09-B-15, Close General Obligation Bond 2003 Fund, and Resolution No. 2008/09-B-16, Close General Obligation Bond 2006C Fund**

On the motion of Mr. Brandman and duly seconded, the Board of Trustees adopted Resolution Nos. 2008/09-B-15 and 2008/09-B-16. The resolutions are to close two General Obligation (GO) Bond Funds. The funds are GO Bond 2003 Fund and GO Bond 2006C Fund. Both bond funds have balances of less than \$1,000. The remaining balances in these funds will be transferred to the GO Bond 2002A Fund. The roll call vote follows.

Ayes: Trustees Piercy, Brandman, O'Neal, Holguin, and Smith

10.7 **Resolution No. 2008/09-B-17, Temporary Interfund Transfers and Resolution No. 2008/09-B-18, Temporary Interfund Transfers**

On the motion of Mrs. Piercy and duly seconded, following discussion, the Board of Trustees adopted Resolution Nos. 2008/09-B-17 and 2008/09-B-18. Part of the state's solution to its cash flow problems is to defer the payment of half of the schools' February apportionment to the end of July. Also, the July and August apportionments will be paid at 40-45 percent, and the remaining balance will be deferred until the end of October. These are new deferrals imposed by the state. The deferral from June to July has been in place for the last few years, but now the money will be received at the end of July instead of the beginning. Apportionment is the primary source of cash from the state. These cash deferrals have created a great deal of uncertainty for districts statewide.

These resolutions will allow for temporary interfund cash transfers from other funds to either the General Fund or the Adult Education Fund. The General Fund already has a similar resolution in place for the 2008-2009 fiscal year. This resolution is for the 2009-2010 fiscal year. The Adult Education Fund resolution is for both the 2008-2009 and 2009-2010 fiscal years. The roll call vote follows.

Ayes: Trustees Piercy, Brandman, O'Neal, Holguin, and Smith

10.8 **Resolution No. 2008/09-F-02, Authorization to Sign Applications and Associated Documents**

On the motion of Mr. O'Neal and duly seconded, the Board of Trustees adopted Resolution No. 2008/09-F-02, in support of applications and forms for the E-Rate Program to the Universal Service Administrative Company (USAC). The resolution designates the ability to execute all required documents associated with the applications to the following persons:

Joseph M. Farley, Ed.D., Superintendent
Timothy D. Holcomb, Deputy Superintendent
Erik Greenwood, Director, Information Systems

All previous authorizations were rescinded upon adoption of this resolution. The roll call vote follows.

Ayes: Trustees Piercy, Brandman, O'Neal, Holguin, and Smith

10.9 **Resolution No. 2008/09-HR-03, Classified Reduction in Force**

On the motion of Mrs. Piercy and duly seconded, following discussion, the Board of Trustees adopted Resolution No. 2008/09-HR-03, to reduce or discontinue particular kinds of personnel services, pursuant to Education Code Sections 44949 and 44955. As indicated on the resolution, some of these positions are currently vacant, and remain unfilled or were filled with substitute employees, due to economic uncertainties. Three Instructional Assistant Bilingual positions were included in the previous Classified Reduction in Force resolution on March 5, 2009. However, due to a change in classification from Instructional Assistant Bilingual to Instructional Assistant Bilingual-Korean and Instructional Assistant Bilingual-Romanian, these three positions are included in this resolution under the new job classification. The roll call vote follows.

Ayes: Trustees Piercy, Brandman, O'Neal, Holguin, and Smith

10.10 **Disposal of Portables at Anaheim High School**

On the motion of Mr. O'Neal, duly seconded and unanimously carried, following discussion, the Board of Trustees approved the disposal of three portable classroom buildings at Anaheim High School. Education Code Section 17546(c) states: "If the board, by a unanimous vote of those members present, finds that the property is of insufficient value to defray the costs of arranging a sale, the property may be donated to a charitable organization deemed appropriate by the board, or it may be disposed of in the local public dump on order of any employee of the district empowered for that purpose by the board." The three portable buildings are from the late 1980s and are in irreparable condition. The cost to demolish and dismantle the portable buildings is estimated to be more than the value of the buildings themselves.

10.11 **Rejection of Liability Claim**

On the motion of Mr. O'Neal, duly seconded and unanimously carried, following discussion, the Board of Trustees rejected AUHSD 09-10 (Tort Claim #260), as not a proper charge against the district and authorized staff to send the notice of rejection.

Mrs. Piercy requested that in the future, we include additional information on these items.

10.12 **Policy, First Reading, Revised**

On the motion of Mr. Brandman, duly seconded and unanimously carried, following discussion, the Board of Trustees approved the revision of Policy 8543, Residency/Assignment To Schools. The revised policy reflects additions to the existing policy and the required administrative regulations, which are required to meet the revisions updated in the Education Code.

Dr. Farley explained that we are trying to streamline the registration process.

10.13 **Ratification of Change Order**

On the motion of Mr. O’Neal, duly seconded and unanimously carried, the Board of Trustees ratified the change order as listed.

Bid #2007-18, Katella High School Modernization Project (Measure Z and other Facilities Funds) Harbor Construction, Inc.	P.O. #864A0002
Original Contract	\$10,585,000
Previously Approved Change Orders	\$763,543
Change Order #26-R1	\$88,640
New Contract Value	\$11,437,183

10.14 **Rejection of Claim**

On the motion of Mr. O’Neal, duly seconded and unanimously carried, following discussion, the Board of Trustees rejected the claim of USS Cal Builders, Inc., found that the claim was not a proper charge against the district, and authorized staff to send the notice of the rejection.

10.15 **Award of Bids**

On the motion of Mr. O’Neal, duly seconded and unanimously carried, the Board of Trustees awarded the bids as listed, and rejected the bid protest filed by Roy E. Whitehead.

<u>Bid #</u>	<u>Service</u>	<u>Award</u>	<u>Amount</u>
2009-14	Concrete Corridor Remediation, Site Concrete Remediation, Upper Stair Landing Remediation, and Pedestrian Coating Anaheim High School Building #15	BiTech Construction Co.	\$108,985
2009-15	Glass Replacement Anaheim High School Building #15	So Cal Glazing	\$26,600
2009-16	Door and Hardware Replacement Cypress High School and Lexington Junior High School	Absolute Engineering, Inc. dba Absolute Doors	\$161,300
2009-22	Softball Field Fencing Kennedy High School	Wolverine Fence Company	\$97,000

11. CONSENT CALENDAR

On the motion of Mr. O'Neal, duly seconded and unanimously carried, following discussion, the Board of Trustees approved/ratified the following consent calendar, with the exception of item 11.5, which was pulled prior to the adoption of the agenda.

11.1 Agreement, Biola University

The Board of Trustees ratified the Student Teaching Agreement with Biola University for the period December 1, 2008, through September 1, 2010. University students will meet with school site master teacher(s) to be involved in the student's preparations for student teaching. This agreement provides opportunities for the student teacher to observe, participate, assist, and teach in the master teacher's classroom for one semester. The master teacher will model to the student teacher effective planning, instruction, and management strategies, as well as discuss these strategies with the student teacher. The services are provided at no cost to the district.

11.2 Agreement, California State Polytechnic University, Pomona

The Board of Trustees ratified the Student Teaching Agreement with California State Polytechnic University, Pomona, July 1, 2008, through June 30, 2009. University students will meet with a school site master teacher who will be involved in the student's preparations for student teaching. This agreement provides opportunities for the student teacher to observe, participate, assist, and teach in the master teacher's classroom for one semester. The master teacher will model to the student teacher effective planning, instruction, and management strategies, as well as discuss these strategies with the student teacher. This agreement will be signed following approval by the Board of Trustees. The services are provided at no cost to the district.

11.3 Agreement, California State University, Dominguez Hills

The Board of Trustees ratified the Student Teaching Agreement with California State University, Dominguez Hills, January 1, 2009, through December 31, 2012. University students will meet with a school site master teacher who will be involved in the student's preparations for student teaching. This agreement provides opportunities for the student teacher to observe, participate, assist, and teach in the master teacher's classroom for one semester. The master teacher will model to the student teacher effective planning, instruction, and management strategies, as well as discuss these strategies with the student teacher. This agreement will be signed following approval by the Board of Trustees. The services are provided at no cost to the district.

11.4 Agreement, University of Redlands

The Board of Trustees approved the Educational Fieldwork Agreement with the University of Redlands, July 1, 2009, through June 30, 2011. University students will meet with a school site master teacher who will be involved in the student's preparations for student teaching. This agreement provides opportunities for the student teacher to observe, participate, assist, and teach in the master teacher's classroom for one semester. The master teacher will model to the student teacher effective planning, instruction, and management strategies, as well as discuss these strategies with the student teacher. The services are provided at no cost to the district.

11.5 **Agreement Amendment, Language Network, Inc.**

This item was pulled prior to the adoption of the agenda.

11.6 **Application, Career Technical Education**

The Board of Trustees approved the submission of the Career Technical Education (CTE) Application for 2009-2010, Carl D. Perkins Career and Technical Education Improvement Act of 2006 funding grant, to the California Department of Education. The grant provides funding for the purchase of supplemental equipment upgrades and the professional development needs of approved CTE pathways within the business and applied technology, home economics, and industrial technology departments. The estimated 2009-2010 preliminary allocation is \$598,980. This application will be signed following approval by the Board of Trustees. (Federal Funds)

11.7 **2008-09 Third Quarterly Report, Williams Uniform Complaints**

The Board of Trustees accepted the Williams Uniform Complaints Third Quarterly Report, January 1, 2009, through March 31, 2009, 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.

11.8 **Agreement, Independent Contractor, Anaheim Family YMCA**

The Board of Trustees ratified the Independent Contractor Agreement with the Anaheim Family YMCA for the After School Education and Safety (ASES) Program grant in the amount of \$1,128,075, which was awarded to Anaheim Union High School District/Safe Schools for the fiscal year July 1, 2008, through June 30, 2009. These funds provide for the required administration, staff, and materials to operate the ASES program at all of the district's junior high schools within the Anaheim city limits. The agreement allows the district to pay YMCA for these services, retaining 3.99 percent for indirect costs. This agreement will be signed following approval by the Board of Trustees. (State Grant Funds)

11.9 **Student Accident and Health Insurance Programs, Myers-Stevens and Toohey and Co., Inc.**

The Board of Trustees approved the student accident and health insurance programs from Myers-Stevens and Toohey and Co., Inc. Education Code Section 49470 allows school districts to make group accident insurance available on a voluntary basis for purchase by parents/guardians. Myers-Stevens and Toohey and Co., Inc. has provided student accident and health insurance programs for district students and athletes for many years. These insurance programs allow students who do not have coverage under private plans to participate in athletics and provide a supplement to a parent or guardian's private insurance for both athletes and other students. Annual materials from Myers-Stevens and Toohey and Co., Inc. are distributed to students each year during the registration process. The student accident and health insurance programs are underwritten by BCS Insurance Company and are administered by Myers-Stevens and Toohey and Co., Inc. The programs cover school time accident insurance, full-time accident insurance, and interscholastic tackle football coverage. Dental and illness insurance programs are also available. The 2009-2010 insurance program costs, which remain unchanged from last year's rates, are paid by parents/guardians who elect to obtain this voluntary coverage. The 2009-2010 rates are as follows:

		<u>Low Option</u>	<u>Mid Option</u>	<u>High Option</u>
School Time Accident Insurance	Gr. 7-12	\$29	\$48	\$57
Full-Time Accident Insurance	Gr. 7-12	\$121	\$155	\$244
Interscholastic Tackle Football Coverage	Gr. 9-12	\$125	\$150	\$245
Full-Time Dental (with another plan)		\$17	\$17	\$17
(Purchased separately)	Gr. 7-12	\$20	\$20	\$20
Full-Time Coverage* (with Illness Supplement)	Gr. 7-12			
Initial Payment		\$120		
Subsequent Payments (billed every two months)				\$198

*Initial payment covers the remainder of the month in which it was paid and the month following. Subsequent payment covers an additional two-month period.

11.10 Agreement Amendment, InterSchola Services

The Board of Trustees approved the amendment to the original agreement with InterSchola Services, which was board approved July 20, 2006, for the disposal of surplus materials, by adding additional information to Exhibit A and Exhibit B of this contract. The amendment allows InterSchola to create a website so the district's schools and departments can view pictures and descriptions of items that are going to be surplus and allow for transfer within the district before being auctioned. This website gives visibility of surplus district-wide and maximizes its use within the district. This amendment allows InterSchola to pay their representative to take pictures and develop descriptions that are placed on the website. The payment will be taken directly from the proceeds generated through the auction. This agreement will be signed following approval by the Board of Trustees.

11.11 Donations

The Board of Trustees accepted the donations as listed.

<u>Location</u>	<u>Donated by</u>	<u>Item</u>
Brookhurst	Norm Dubow	Piano
Kennedy	Lisa Holley	Computer
Lexington	Office Max	Misc. pencils/markers
Walker	Target	\$186.53
	David L. Sparks	\$400
	Raytheon	\$25

11.12 Instructional Materials Submitted for Display

The Board of Trustees approved the selected materials for display, recommended by the Instructional Materials Review Committee, for basic and elective courses in English language

arts, science, and business for display. Before the materials can be approved for adoption, they must be made available for public review. The Board of Trustees will be requested to consider adoption of the materials following the end of the period of public display, April 23, 2009, through May 14, 2009.

11.13 **Disposal of Surplus Miscellaneous Furniture and Equipment**

The Board of Trustees ratified 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.

11.14 **Individual Service Contracts**

The Board of Trustees approved/ratified the individual service contracts as submitted.

11.15 **Purchase Order Detail Report**

The Board of Trustees ratified the purchase order detail report as submitted.

11.16 **Check Register/Warrants Report**

The Board of Trustees ratified the check register/warrants report as submitted.

11.17 **Certificated Personnel Report**

The Board of Trustees approved/ratified the certificated personnel report as submitted.

11.18 **Classified Personnel Report**

The Board of Trustees approved/ratified the classified personnel report, as amended, prior to the adoption of the agenda.

11.19 **Field Trip Report**

The Board of Trustees approved/ratified the field trip report as submitted.

12. **SUPPLEMENTAL INFORMATION**

12.1 Minutes of Department Meetings

12.2 Associated Student Body Fund, December 2008

12.3 Cafeteria Fund, February 2009

13. **STUDENT REPRESENTATIVE'S REPORT TO THE BOARD OF TRUSTEES**

There was no report from the student representative.

14. **SUPERINTENDENT AND STAFF REPORT**

Dr. Farley commented on the Federal Stimulus program. He reported that the funds are very restricted and the advisories are still very vague.

15. **BOARD OF TRUSTEES' REPORT**

Mrs. Piercy said she attend the 2009 AUHSD Art and Photography Exhibition, the Hope Athletic Awards dinner, the Insurance Committee meeting, and the GASELPA meeting, where she was a part of the interview panel for the new GASELPA director.

Mr. Brandman stated he attended the 2009 AUHSD Art and Photography Exhibition, the Hope Athletic Awards dinner, and the Boys and Girls Club Annual Gala.

Mr. O'Neal noted that he also attended the 2009 AUHSD Art and Photography Exhibition and the Hope Athletic Awards dinner. He also noted his attendance at the Building Trade's competition in Costa Mesa and his attendance at a U.S. Naturalization ceremony.

Mr. Holguin said he attended the 2009 AUHSD Art and Photography Exhibition, the Hope Athletic Awards dinner, and the building trade's competition. He added that we need to recognize Katella High School for winning first place two years in a row at the competition and Western High School for placing second, as well as Anaheim High School and Magnolia High School for participating. Mr. Holguin said he attended the Insurance Committee meeting, the Graffiti Task Force meeting, PIQE graduation ceremony at Anaheim High School, and the YMCA Good Friday breakfast.

Mrs. Smith commented on her tour of South Junior High School, and her attendance at the 2009 AUHSD Art and Photography Exhibition, and the Celebration of Success Scholarship interviews.

16. **ADVANCE PLANNING**

16.1 **Future Meeting Dates**

The next regular meeting of the Board of Trustees will be held on Thursday, May 14, 2009, at 6:00 p.m.

Thursday, June 4
Thursday, June 25
Thursday, July 16
Thursday, August 6
Thursday, August 27

Thursday, September 10
Thursday, September 24
Thursday, October 15
Thursday, November
Thursday, December 10

16.2 **Suggested Agenda Items**

Mrs. Piercy requested information on the requirements for science classes.

Mrs. Smith suggested the district contact the Rand Corporation for funding to do research on students who have gone to addiction programs and how they function when they return to our district. She requested a copy of a recent CNN report on this topic.

17. **ADJOURNMENT**

On the motion of Mr. O'Neal, duly seconded and unanimously carried, the Board of Trustees adjourned the meeting at 7:40 p.m.

Approved _____
Clerk, Board of Trustees

BOARD OF TRUSTEES
Special Meeting Minutes
April 23, 2009
Immediately Following the Conclusion of the Regular Meeting

1. CALL TO ORDER--ROLL CALL

President Katherine H. Smith called the special meeting of the Anaheim Union High School District Board of Trustees to order at 7:43 p.m.

Present: Katherine H. Smith, president; Thomas "Hoagy" Holguin, clerk, Brian O'Neal, assistant clerk; Anna L. Piercy and Jordan Brandman, members; Joseph M. Farley, superintendent; Tim Holcomb, deputy superintendent; Dianne Poore and Russell Lee-Sung, assistant superintendents.

Absent: Dave Cowen and Fred Navarro, assistant superintendents.

2. ADOPTION OF AGENDA

On the motion of Mr. O'Neal duly seconded and unanimously carried, the Board of Trustees adopted the agenda.

3. PUBLIC COMMENTS, OPEN SESSION

There were no requests to speak.

4. ITEM OF BUSINESS

Additional Information Concerning Developer Fee Deferral Requests

On the motion of Mr. O'Neal and duly seconded, following discussion, the Board of Trustees authorized the superintendent to waive certain school facilities impact fees as described below.

Action was taken at a previous meeting of the Board of Trustees to implement a program to defer payment of school facilities impact fees on residential developments. The action intended to defer the collection of certain school fees until certificates of occupancy, or final inspections, are approved by the local municipality. This action would have mirrored action taken by the city of Anaheim. At the meeting, the board approved a resolution and supporting documents that included deferral procedures, deferral applications, and a memorandum of understanding between the district and the city of Anaheim. Staff was specifically directed to return to the board before making any revisions to the resolution or supporting documents.

City of Anaheim representatives informed district staff that it opposed portions of the memorandum of understanding related to indemnification. As a result of this opposition, district representatives and legal counsel have been developing an alternative to indemnification that will be presented at the May 14, 2009, board meeting.

In the meantime, however, representatives from a homebuilder have indicated that they wish to defer the impact fees now on projects that they hope to take through the permit process, as soon as

possible. Given the directive about bringing any changes to these processes back to the Board of Trustees, the superintendent discussed an option for such a deferral for developers to use now.

Additional information on this item was presented at the meeting. This item's exhibit included a document that summarizes the proposed short-term authority for the superintendent to waive some of the impact fee requirements until the memorandum of understanding with the city of Anaheim is approved. The exhibit also included the original resolution and the supportive documents referenced above. The vote follows.

Ayes: Trustees Piercy, Brandman, O'Neal, and Holguin

Noes: Trustee Smith

5. ADJOURNMENT

On the motion of Mr. O'Neal, duly seconded and unanimously carried, the Board of Trustees adjourned the meeting at 7:50 p.m.

Approved _____
Clerk, Board of Trustees

ANAHEIM UNION HIGH SCHOOL DISTRICT
Business Division
2008/09 MONTHLY ENROLLMENT REPORT

Month 7
03/02/09 to 03/27/09

SCHOOL	REGULAR DAY					Subtotal	SDC			TOTAL STUDENTS
	9th	10th	11th	12th	12th		Hosp/Hm	Opp.	Sp Ed	
Anaheim	897	768	684	566	2,915	5	-	129	3,049	
Cypress	611	610	524	574	2,319	-	-	105	2,424	
Katella	748	674	549	483	2,454	4	-	142	2,600	
Kennedy	617	551	543	525	2,236	3	-	56	2,295	
Loara	731	634	626	510	2,501	4	-	151	2,656	
Magnolia	634	584	470	351	2,039	-	-	114	2,153	
Oxford	195	181	172	156	704	-	-	-	704	
Savanna	676	509	508	459	2,152	-	-	141	2,293	
Western	678	511	518	470	2,177	-	-	100	2,277	
Total Comprehensive	5,787	5,022	4,594	4,084	19,497	16	-	938	20,451	
Gilbert - West	4	47	124	105	280	-	-	-	280	
Gilbert - South	16	92	190	136	434	4	-	87	525	
Polaris Opp. Day #62	-	-	-	-	-	-	-	-	-	
Polaris High School #61	3	14	59	67	143	-	-	-	143	
Home	19	25	18	17	79	-	-	-	79	
Community Day School	25	14	7	3	49	-	-	-	49	
Total Alternative Ed	67	192	388	328	985	4	-	87	1,076	
Hope	-	-	-	-	-	-	-	252	252	
Total Senior High Schools	5,854	5,214	4,982	4,422	20,482	20	-	1,277	21,779	
Adult Education	1,339	468	981	1,167	3,955	-	-	59	4,014	

SCHOOL	REGULAR DAY			SDC			TOTAL STUDENTS
	7th	8th	Subtotal	Hosp/Hm	Opp.	Sp Ed	
Ball	630	616	1,246	1	-	58	1,305
Brookhurst	611	588	1,199	1	-	56	1,256
Dale	701	632	1,333	1	-	37	1,371
Lexington	527	578	1,105	-	-	21	1,126
Orangeview	501	484	985	-	-	69	1,054
Oxford	203	198	401	-	-	-	401
South	747	684	1,431	3	-	34	1,468
Sycamore	781	849	1,630	-	-	65	1,695
Walker	601	648	1,249	-	-	36	1,285
Total Comprehensive	5,302	5,277	10,579	6	-	376	10,961
Polaris Opp. Day #62	3	23	26	-	-	4	30
Polaris High School #61	-	-	-	-	-	-	-
Home	6	6	12	-	-	-	12
Community Day School	12	34	46	-	-	-	46
Total Junior High Schools	5,323	5,340	10,663	6	-	380	11,049

DISTRICT TOTAL - WITHOUT ADULT ED.	32,828
DISTRICT TOTAL - WITH ADULT ED.	36,842

**Insurance Committee Meeting
March 17, 2009**

Minutes

I. Welcome

The meeting was called to order by Dianne Poore at 2:05 p.m.

II. Roll Call

Present: Dianne Poore, Kelly Wilson, Joanne Fawley, Jean Hockett, Anna Piercy, Lisa Rockwell, Gerry Adams, Joe Trejo, Julie Payne, Ivette Robinson, Mike DeMore, Debbie Faulkner

Absent: Russell Lee-Sung, Chris Hicks, Hoagy Holguin

III. Approval of Minutes

The minutes of the January 20, 2009 meeting and the February 17, 2009 meeting were approved.

IV. InformedRx presentation of PPO Rx costs

A. Plan performance review:

A comparison of the prescription drug plan performance for calendar 2008 versus 2007, plan costs are trending up 19.8% Per Employee Per Month (PEPM)

- Utilization, which is primarily driven by the age and gender of the membership, increased 9.4% Per Member Per month (PMPM), which includes employees, spouses, and dependents.
- The average cost of prescription drugs increased 6.9%, due, in part, to inflation in the overall cost of drugs and low utilization on generics. The generic substitution rate, which indicates the percentage of prescriptions filled with a generic when a generic could have been used, was only 91%. Typically, plans see this more in the range of 97-98%.
- Another factor driving increasing cost trends is co-pay erosion. Employee cost sharing decreased 1.3% PMPM year-over-year. This is largely due to our fixed two-tier co-pay structure not keeping pace with inflation, as well as increased utilization.

A review of the Top 10 Therapeutic Categories by Plan Cost report indicated 30% of the plan costs result from the top 4 categories of drugs: 1) antihyperlipidemics, or drugs used to lower cholesterol; 2) ulcer drugs; 3) analgesics, anti-inflammatories for acute or chronic pain and arthritis; and, 4) antidiabetics.

Insurance Committee
March 17, 2009

Clinical changes to the prescription drug plan in the form of quantity limits on certain drugs and prior authorizations required for others is generating cost savings; specifically for drugs such as Viagra, and availability of OTC Claritin, OTC Zyrtec, and OTC Prilosec at the pharmacy for the generic co-pay.

V. InformedRX cost saving suggestions:

Implement a process of step therapy in which the member is encouraged to use certain medications, such as generics, before using other drugs or brand named drugs.

Contingent therapy is a process of reviewing a member's prescription claims history to determine the presence of required concurrent medications or certain medical conditions.

Obtain all specialty drugs from Ascent SpecialtyRx Pharmacy. This is to ensure both optimal clinical and financial outcomes by establishing an exclusive benefit through Ascend, which supports the administration instructions and patient monitoring services frequently needed among patients in this category.

Member cost sharing, which is based on the fixed two-tier co-pay structure of our plan, is not keeping up with trend. The co-pay structure should be reviewed and an increase in co-pays should be considered, or increasing to a 3 or 4 tiered structure.

Another recommendation was to implement a customizable formulary. Gerry Adams asked to see a sample formulary.

The meeting adjourned at 4:05 p.m.

Respectfully Submitted,

Debra Faulkner

APPROVED:

Dianne Poore, Assistant Superintendent
Business

NEXT MEETING:
April 21, 2009
2:00 – 4:00 p.m.
Cypress Room