

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

**NOTICE OF REGULAR MEETING**

Date: May 28, 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

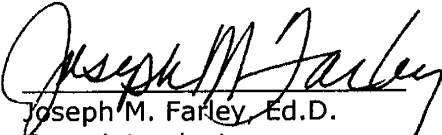
You are hereby notified that a regular meeting of the  
Board of Trustees of the Anaheim Union High School District  
is called for

Thursday, the 4<sup>th</sup> day of June 2009

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

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

**Open Session - 6:00 p.m.**

  
Joseph M. Farley, Ed.D.  
Superintendent

**BOARD OF TRUSTEES**  
**Agenda**  
**Thursday, June 4, 2009**  
**Closed Session–3:00 p.m.**  
**Regular Meeting–6:00 p.m.**

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Some items on the agenda of the Board of Trustees' meeting include exhibits of supportive and/or background information. These items may be inspected in the superintendent's office of the Anaheim Union High School District, at 501 Crescent Way in Anaheim, California. The office is open from 7:30 a.m. to 5:00 p.m., Monday through Friday, and is closed for most of the federal and local holidays. These materials are also posted with the meeting agenda on the district website, www.auhsd.us, 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. | <b>CALL TO ORDER–ROLL CALL</b>               | <b>ACTION ITEM</b>      |
| 2. | <b>ADOPTION OF AGENDA</b>                    | <b>ACTION ITEM</b>      |
| 3. | <b>PUBLIC COMMENTS, CLOSED SESSION ITEMS</b> | <b>INFORMATION ITEM</b> |

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

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

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 54956.9 (a): Conference with legal counsel, existing litigation OAH Case No. 2009031244.
- 4.3 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).
- 4.4 To consider matters pursuant to Education Code Section 48918: Expulsion of students 08-266, 08-279, 08-280, 08-284, 08-285, 08-286, 08-287, 08-288, 08-289, 08-291, 08-293, 08-294, 08-295, 08-296, 08-297, 08-298, 08-299, 08-301, 08-302, 08-303, 08-304, 08-305, 08-307, 08-310, and 08-314.

- 4.5 To consider matters pursuant to Education Code Section 48918: Readmission of students 06-329 and 07-280.

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**

Jaron Fried, Ball Junior High School principal, will lead the Pledge of Allegiance to the Flag of the United States of America and the moment of silence.

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

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

7.1 **Closed Session**

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

7.2 **Principal's Report**

Dr. Fried will present a report on Ball Junior 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 **Recognitions**

8.1.1 **Loara High School, Advanced Automotive Technology Class**

The Board of Trustees will recognize Loara High School teacher Russ Bacarella and students enrolled in his Advanced Automotive Technology class for receiving top scores in a county-wide competition, which was sponsored by the Orange County Automobile Dealers' Association. The students participated in a timed challenge that required them to find and remedy 36 automotive malfunctions that had been made on a test vehicle.

8.1.2 **Cypress High School Student, Sam Barerra**

The Board of Trustees will honor student Sam Barerra for his quick response to an emergency in his English class at Cypress High School. Sam performed a life-saving procedure, called the Heimlich maneuver, on his English teacher, Judy Rader, who was choking on an almond and having trouble breathing. The student and his teacher were featured in local and national media because of Sam's quick thinking.

8.1.3 **Student Representative to the Board of Trustees**

The Board of Trustees will honor Josh Selbe for his service as student representative to the board during the 2008-09 year. Josh is a senior at Cypress High School and plans to attend the University of Arizona in the fall.

8.1.4 **Student Ambassadors**

The Board of Trustees will honor the district's student ambassadors for their service during the 2008-09 year. The ambassadors serve as official spokespersons for the district's students at special ceremonies, events, and functions. The following students will be recognized for this important contribution to the district:

Elizabeth Baker  
Caroline Carpenter  
Brian Chacon  
Michael Habashi

Min Lee  
Roberto Recinos  
Linda Sanchez

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 **Report on Standards-Based Science Instruction**

***INFORMATION ITEM***

The Board of Trustees requested additional information on standards-based science instruction in the district. As referenced in the exhibit to this item, beginning in the 2007-08 year, the district's curriculum specialists, science department chairs, and selected teachers began work to align district science instruction with the California State Standards for Science. These efforts involved curriculum development and changes in science course sequences for 9<sup>th</sup>, 10<sup>th</sup>, and 11<sup>th</sup> grade students. **[EXHIBIT A]**

Recommendation:

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

10.2 **American Recovery and Reinvestment Act of 2009**

***INFORMATION ITEM***

The Board of Trustees will receive a brief report on the American Recovery and Reinvestment Act (ARRA) of 2009. Also referred to as "stimulus and/or stabilization funding," the ARRA has three general categories of funding, which include special education, Title I, and stabilization funding to support a variety of initiatives. The exhibit to this item provides additional background information. **[EXHIBIT B]**

Recommendation:

It is recommended that the Board of Trustees receive the American Recovery and Reinvestment Act of 2009 report and direct any questions to staff members.

10.3 **Resolution 2008/09-HR-04, Concerning the Reinstatement of Classified Positions from the 2008-09 Reduction in Force (Roll Call Vote)** **ACTION ITEM**

The Board of Trustees took action to reduce particular kinds of services provided by classified employees. This action was necessitated by the state-wide budget crisis and significant reductions in district revenues. District staff carried out the board's decision by using a selection process that involved seniority, in accordance with the requirements of the Education Code.

The Board of Trustees is requested to adopt Resolution No. 2008/09-HR-04, to reinstate these classified positions from the 2008-09 Reduction in Force. The reinstatement of the secretary bilingual and secretary positions are necessary to address issues regarding classification. The office assistant, bilingual position is being reinstated due to additional funding through Cal Safe. **[EXHIBIT C]**

Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2008/09-HR-04.

10.4 **Memorandum of Understanding and Responsibility Agreement, Orange County Department of Education** **ACTION ITEM**

The Board of Trustees is requested to ratify the memorandum of understanding (MOU) and responsibility agreement for the District Intern Program for the Education Specialist Credential, with the Orange County Department of Education, for the period of July 1, 2007, through June 30, 2010. This MOU was originally approved at the Board of Trustees' meeting of May 24, 2007, at no cost to the district. However, participating school districts are required to provide a stipend to the peer coaches supporting the district intern teachers, at a cost not to exceed \$6,000. (BTSA Funds) **[EXHIBIT D]**

Recommendation:

It is recommended that the Board of Trustees ratify the stipend for the peer coaches as required in the memorandum of understanding and responsibility agreement with the Orange County Department of Education.

10.5 **Agreement, Speech-Language Pathology Assistant Program, Rancho Santiago Community College District** **ACTION ITEM**

The Board of Trustees is requested to approve the Speech-Language Pathology Assistant Program with Rancho Santiago Community College District, August 31, 2009, through June 30, 2014. College students in the Speech-Language Pathology Assistant program will be placed in fieldwork sites with supervision by a qualified district speech-language pathologist. The agreement provides for the district to serve as a fieldwork site providing students with experiences that will meet their fieldwork requirements. District speech-language pathologists will serve as master clinicians for fieldwork supervision according to the guidelines of the program and required specific clinical experiences. The services will be provided at no cost to the district. **[EXHIBIT E]**

Recommendation:

It is recommended that the Board of Trustees approve the agreement for the Speech-Language Pathology Assistant Program with Rancho Santiago Community College District.

10.6 **Agreement, SCHOOLDUDE.COM, Inc.** **ACTION ITEM**

The Board of Trustees is requested to approve the licensed product agreement with SCHOOLDUDE.COM, Inc. The district uses SCHOOLDUDE products for all of its maintenance

and technical work orders and all of its facilities scheduling. These services are considered crucial to the ongoing operations of the district. Services will be provided for the 2009-10 year, at a cost not to exceed \$25,689. (General Funds) **[EXHIBIT F]**

Recommendation:

It is recommended that the Board of Trustees approve the licensed product agreement with SCHOOLDUDE.COM, Inc.

10.7 **Agreement, California School Management Group, Inc.** **ACTION ITEM**

The Board of Trustees is requested to approve the professional services agreement with California School Management Group, Inc. for E-Rate consulting services. The Information Systems Department utilizes E-Rate consultants to provide assistance including, but not limited to, E-Rate form filing, process guidance, audit documentation, telecommunication services review, and fund collection. The agreement brings highly specialized and unique expertise to the district and is considered crucial to the E-Rate funding. The district traditionally receives \$250,000 to \$500,000 annually in E-Rate Priority I services, which include: phone, cellular phone, and data service. Moreover, the district has received almost \$6,000,000 in E-Rate Priority II services for network infrastructure including: switching, cabling, and system servers. Services will be provided July 1, 2009, through June 30, 2010, at a cost not to exceed \$27,600. (General Funds) **[EXHIBIT G]**

Recommendation:

It is recommended that the Board of Trustees approve the professional services agreement with California School Management Group, Inc.

10.8 **Agreement, Excelerate Software, Inc.** **ACTION ITEM**

The Board of Trustees is requested to approve the professional services agreement with Excelerate Software, Inc. for information and/or technology services. Due to rapid changes in technology, the Information Systems Department periodically utilizes network engineering consultants to provide assistance with the district's wide area network, email system, and other critical information systems. Access to this assistance is necessary to maintain continuity of service. Requests for assistance will be assigned to the consultant on an as needed basis. Services will be provided July 1, 2009, through June 30, 2010, at a cost not to exceed \$15,000. (General Funds and/or other funds as appropriate) **[EXHIBIT H]**

Recommendation:

It is recommended that the Board of Trustees approve the professional services agreement with Excelerate Software, Inc.

10.9 **Agreement, Educational Networks, Inc.** **ACTION ITEM**

The Board of Trustees is requested to approve the licensed product agreement with Educational Networks, Inc., to provide school website content management services to the district on an on-going, annual basis. These services include the hosting of the primary district website and the websites for all of the district's schools. Approval of this agreement will extend the services from July 1, 2009, through June 30, 2010, at a cost not to exceed \$61,200. (Title V and/or other funds as appropriate) **[EXHIBIT I]**

Recommendation:

It is recommended that the Board of Trustees approve the licensed product agreement with Educational Networks, Inc.

10.10 **Award of Copier Bid**

**ACTION ITEM**

The Board of Trustees is requested to approve the award of Bid No. 2009-27 for the lease of multi-function copier machines for the period of June 15, 2009, through June 16, 2010. The district has a five-year agreement for the lease of copiers and service for district owned copiers, which will expire at the end of June 2009. The term of the new bid will be a month-to-month lease, which includes the service agreement with optional annual renewals. The pricing is based on a cost per copy, so the district only pays for each copy made. The lowest most responsible and responsive bidder is Promac Image Systems.

Recommendation:

It is recommended that the Board of Trustees approve the award of Bid No. 2009-27 to Promac Image Systems.

10.11 **Process for Deferral of Developer Fees**

**ACTION ITEM**

The Board of Trustees is requested to approve revisions to the school fee deferral process. Action was taken at a previous board meeting 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 a prior meeting, the Board of Trustees approved a resolution and supporting documents that included deferral procedures, deferral applications, and a memorandum of understanding (MOU) 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, but agreed that the city would be willing to implement measures to help minimize the risk of error, such as reconfiguring their project tracking system and meeting with district staff to develop language requiring collaboration between the city of Anaheim and the district in the implementation of this process. District representatives and legal counsel have revised the process and the documents to remove the indemnification provision and to require that a lien be imposed on the property when a fee deferral is requested and approved. This lien provides additional security to the district in case of an error in the process that would have been covered by the indemnification provision. The exhibit includes the entire packet that was presented to the Board of Trustees previously, absent the cover resolution. Changes were made to the School Fee Deferral Procedure, the School Fee Deferral Agreement with the applicant, and the MOU with the city of Anaheim. **[EXHIBIT J]**

Recommendation:

It is recommended that the Board of Trustees approve the revisions to the school fee deferral process.

10.12 **2009-10 Membership Dues, California School Boards Association**

**ACTION ITEM**

The Board of Trustees is requested to approve the annual membership in the California School Boards Association in the amount of \$15,870.00 for the 2009-10 year. This amount does not include the fee for Legal Alliance Membership. (General Funds) **[EXHIBIT K]**

Recommendation:

It is recommended that the Board of Trustees approve the annual membership in the California School Boards Association.

10.13 **New Policy, First Reading**

**ACTION ITEM**

The Board of Trustees is requested to review and/or approve new Board Policy 7605, Arts Education. This new policy reflects the work of the Arts Advantage Task Force in developing a strategic plan for arts education in the Anaheim Union High School District. This policy has been designed to ensure that arts education in the district meets the vision of educating the whole child. **[EXHIBIT L]**

Recommendation:

It is recommended that the Board of Trustees review and/or approve new Board Policy 7605, Arts Education.

10.14 **School Sponsored Student Organization**

**ACTION ITEM**

The Board of Trustees is requested to approve the school sponsored student organization as listed.

Anaheim High Library Club, Anaheim High School **[EXHIBIT M]**

Recommendation:

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

11. **CONSENT CALENDAR**

**ACTION ITEM**

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

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

11.1 **Agreement, Independent Contractor Services, WhyTry, Inc.**

Approve the agreement for independent contractor services with WhyTry, Inc. The curriculum has proven to contribute to the success of students enrolled in the summer session program, Step-Up. This summer session was designed for students referred to the Ninth-Grade Academy. The Academy's Step-Up summer program has been credited with facilitating the movement of students from the five-year high school program to the traditional four-year track. In focus group meetings with last year's Step-Up teachers, the WhyTry program was credited with motivating students to succeed in school, and staff considers it an invaluable element in meeting the needs of these at-risk students. Services will be provided June 9, 2009, at a cost not to exceed \$3,000. (Title I Funds) **[EXHIBIT N]**

Recommendation:

It is recommended that the Board of Trustees approve the independent contractor services agreement with WhyTry, Inc.



11.2 **Educational Consulting Agreement, DEAFinitely Professional Interpreting Services**

Approve the educational consulting agreement with DEAFinitely Professional Interpreting Services, a subdivision of Goodwill Industries of Orange County. This contractor provides interpreting services for parents who are deaf and hard of hearing. The parents require sign language interpretation in order to participate in their child's educational meetings, such as IEP meetings and parent meetings, on an as needed basis. The district is required to provide services to parents, when needed, in order to facilitate in their child's education. Services will be provided July 1, 2009, through June 30, 2010, at a cost not to exceed \$5,000. (General Funds) **[EXHIBIT O]**

Recommendation:

It is recommended that the Board of Trustees approve the educational consulting agreement with DEAFinitely Professional Interpreting Services, a subdivision of Goodwill Industries of Orange County.

11.3 **Educational Consulting Agreement, Goodwill Industries of Orange County dba Assistive Technology Exchange Center**

Approve the educational consulting agreement with Goodwill Industries of Orange County dba Assistive Technology Exchange Center (ATEC), to provide evaluations for students with significant communication disabilities, who are in need of assistive technology and/or augmentative and alternative communication (AAC) devices. These evaluations are completed per an Individual Education Program (IEP) team recommendation, and may also include trials of equipment and training for students, staff, and parents, by ATEC staff on any recommended equipment. Services will be provided July 1, 2009, through June 30, 2010, at a cost not to exceed \$5,000. (Special Education Funds) **[EXHIBIT P]**

Recommendation:

It is recommended that the Board of Trustees approve the educational consulting agreement with Goodwill Industries of Orange County dba Assistive Technology Exchange Center (ATEC).

11.4 **Authorization for the Orange County Department of Education to Retain Legal and Engineering Services to Represent the District in Negotiations and Possible Litigation in a Dispute with the Orange County Sanitation District**

On January 22, 2007, the Orange County Sanitation District notified districts located within its boundaries that it had enacted an ordinance requiring all school and community college districts to pay for their share of additional sanitation district facilities required by new school expansion projects. The ordinance placed schools in an average demand group with a rate for capital facilities capacity charges, which included significant fee increases. One aspect of the disagreement with the sanitation district is whether it should be required to conduct a study to show the impact that school districts have on the actual construction costs of the sanitation district. Approval of this item will allow the Orange County Department of Education to retain the services of Best, Best and Krieger and DMC Engineering, to represent the district in negotiations and possible litigation and for the district to pay its proportionate share of the attorneys' fees and engineering fees based on the district's average daily attendance. All Orange County school districts within the sanitation district are being asked to join in this collective agreement, which will be overseen by county officials. (General Funds) **[EXHIBIT Q]**

Recommendation:

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

11.5 **California High School Exit Examination, Waivers for Students with Disabilities**

Approve the waivers for the California High School Exit Examination (CAHSEE) requirement for 12<sup>th</sup> grade students with disabilities, who have met the criteria as specified by Education Code Section 60851. These students took the CAHSEE with modifications specified in their Individualized Education Plans (IEPs), received the equivalent of passing scores on the modified CAHSEE, and completed all other local and state graduation requirements.

Recommendation:

It is recommended that the Board of Trustees approve the waivers for the California High School Exit Examination (CAHSEE) requirement for 12<sup>th</sup> grade students with disabilities, who have met the specified criteria.

11.6 **Agreement, MAXIMUS Consulting Services, Inc.**

Approve the consulting agreement with MAXIMUS Consulting Services, Inc. to provide mandated cost claiming services, July 1, 2009, through June 30, 2010, unless extended by an amendment. MAXIMUS collects documentation and prepares the cost claims for submission to the State Controller's office. MAXIMUS also provides staff training to district personnel who are involved in the claiming process. The cost of this contract is considered a mandated cost, and is reimbursable through the claiming process. The cost shall not exceed \$37,500. This is an increase of \$1,100 over the 2008-09 fees. (General Funds)

**[EXHIBIT R]**

Recommendation:

It is recommended that the Board of Trustees approve the agreement with MAXIMUS Consulting Services, Inc.

11.7 **2009-10 Designation of CIF Representatives to League**

In accordance with CIF regulations, the Board of Trustees is requested to reaffirm for the 2009-10 year, district Board Policy 7905, California Interscholastic Federation (CIF), which states:

"Representation and ultimate responsibility for CIF matters rests with individual school members. Therefore, the Board of Trustees delegates responsibility for CIF to the high school principals." **[EXHIBIT S]**

Recommendation:

It is recommended that the Board of Trustees reaffirm Board Policy 7905, California Interscholastic Federation (CIF).

11.8 **Rejection of Liability Claim**

Reject a claim that was filed on May 1, 2009, and was identified as AUHSD 09-12. After review, staff determined that the claim was not a proper charge against the district. This matter concerns a wrongful termination claim by a former employee.

Recommendation:

It is recommended that the Board of Trustees reject AUHSD 09-12, as not a proper charge against the district and authorize staff to send the notice of rejection.

11.9 **Award of Bids**

The Board of Trustees is requested to award the bids as listed.

<u>Bid #</u>	<u>Service</u>	<u>Award</u>	<u>Amount</u>
2009-18	Softball Fields and Site Improvement Anaheim High School (Deferred Maintenance Funds)	Nature Tech Landscaping	\$1,849,000
2009-19*	Water Intrusion Remediation Anaheim High School Building #15 (Measure Z Funds)	GTA Construction	\$339,000
2009-20	Locker Room Improvements Katella High School Building G (C.O.P. Funds)	Abeam Construction	\$517,800
2009-21	East Parking Lot Modifications Katella High School (C.O.P. Funds)	NPG Corporation	\$97,449
2009-24	Building Improvements Project Anaheim High School (C.O.P. Funds)	Silver Creek Industries	\$515,400

\* A bid protest filed by General Consolidated Constructors, Inc. has been found to be without merit.

Recommendation:

It is recommended that the Board of Trustees award the bids as listed and reject the bid protest.

11.10 **2009-10 Student Cafeteria Price List**

Approve the 2009-10 student cafeteria price list. The price charged for the junior and senior high school student breakfast and lunch will remain the same as during the 2008-09 year (breakfast \$1.75 and lunch \$2.50). Prices of "a la carte" items sold at the secondary schools will be increased according to any increase in cost of goods procured by the district.

**[EXHIBIT T]**

Recommendation:

It is recommended that the Board of Trustees approve the 2009-10 student cafeteria price list.

11.11 **Agreements, Extension of Inter-Agency Meal Agreements**

Extend the meal agreements with inter-agencies. The district is required to renew meal agreements each year in order to continue providing meals to the Anaheim City School District, Anaheim City School District Preschool Program, Anaheim City School District Headstart Program, and Anaheim Meals on Wheels. These agreements generate income from the meals served. Services will be provided July 1, 2009, through June 30, 2010. (Cafeteria Funds) **[EXHIBITS U, V, W, and X]**

Recommendation:

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

**11.12 Extension of Bids**

Extend the following bids for the 2009-10 year, for one year, pursuant to Education Code Sections 29644 and 17596, which allow contracts to be extended up to five years for work and service and three years for material and supplies. The bids were originally awarded July 19, 2007. (Cafeteria Funds)

<u>Bid #</u>	<u>Service</u>	<u>Award</u>	<u>Amount</u>
2007-29	Milk and Dairy Products	Clearbrook Farms, Inc.	\$1,600,000
2007-30	Frozen Food Distribution	US Foodservice, Inc.	\$3,700,000
2007-31	Cafeteria Paper and Packaging	Form Plastics Company The Platinum Packaging Group Multi-Pak Packaging, Inc. Sysco Foodservice of Los Angeles Transilwrap Company, Inc. Danik Packaging P and R Paper Supply Company Team Distributors, Inc.	\$550,000
2007-32	Single Service Convenience	A and R Wholesale Foods Distributors, Inc. US Foodservice, Inc.	\$500,000
2007-33	Cafeteria Staples and Supplies	US Foodservice, Inc.	\$60,000

Recommendation:

It is recommended that the Board of Trustees approve a one-year extension of the bids as listed.

**11.13 Contract Extension, Gold Star Foods**

Extend the contract that was originally awarded to Gold Star Foods on June 15, 2006, pursuant to Bid #2006-24, for bread and bakery products, effective July 1, 2006. Education Code Sections 29644 and 17596, allow contracts to be extended up to five years for work and service and three years for material and supplies. Services will be provided July 1, 2009, through June 30, 2010, at a cost not to exceed \$250,000. (Cafeteria Funds)

**[EXHIBIT Y]**

Recommendation:

It is recommended that the Board of Trustees approve a one-year extension of the contract with Gold Star Foods.

**11.14 Contract Extension, Swift Produce**

Extend the contract that was originally awarded to Swift Produce on June 15, 2006, pursuant to Bid #2006-25, for fresh fruit and prepared produce, effective July 1, 2006.

Education Code Sections 29644 and 17596, allow contracts to be extended up to five years for work and service and three years for material and supplies. Services will be provided July 1, 2009, through June 30, 2010, at a cost not to exceed \$550,000. (Cafeteria Funds)  
**[EXHIBIT Z]**

Recommendation:

It is recommended that the Board of Trustees approve a one-year extension of the contract with Swift Produce.

**11.15 Rescind Bid**

The Board of Trustees is requested to rescind the bid awarded to BiTech Construction Co., which was originally approved at the April 23, 2009, board meeting. After the bid was awarded, and the contract executed, it was discovered that BiTech Construction Co. failed to list subcontractors in its bid documents, which is a material bid deviation that is not permitted.

<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 (Measure Z Funds)	BiTech Construction Co.	\$108,985

Recommendation:

It is recommended that the Board of Trustees rescind the bid awarded to BiTech Construction Co.

**11.16 Donations**

<u>Location</u>	<u>Donated by</u>	<u>Item</u>
Cypress	Friends of Golf, Inc.	\$395
District	Ellen Kottler	Epson Photo R800
	SchoolsFirst FCU	\$3,000
Hope	American Legion Auxiliary, Anaheim Unit #72	Miscellaneous Office Supplies
Lexington	Edison International and Warren Doty	\$750
Oxford	Friends of Golf, Inc.	\$395
Walker	PTA	Walkie Talkies and Batteries
	Take Charge of Education from Target	\$200.35
	RR Donnelley Foundation	\$250

Recommendation:

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

11.17 **Instructional Materials Submitted for Display**

Approve the selected materials for display, recommended by the Instructional Materials Review Committee, for basic and elective courses in English language arts and foreign language. 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, June 4, 2009, through June 25, 2009. **[EXHIBIT AA]**

Recommendation:

It is recommended that the Board of Trustees approve the instructional materials submitted for display.

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

Recommendation:

It is recommended that the Board of Trustees approve 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 BB]**

11.19 **Individual Service Contracts**

Recommendation:

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

11.20 **Field Trip Report**

Recommendation:

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

11.21 **Purchase Order Detail Report**

Recommendation:

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

11.22 **Check Register/Warrants Report**

Recommendation:

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

11.23 **Certificated Personnel Report**

Recommendation:

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

11.24 **Classified Personnel Report**

Recommendation:

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

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

12.1 Associated Student Body Fund, February 2009 [EXHIBIT II]

12.2 Cafeteria Fund, March 2009 [EXHIBIT JJ]

12.3 Enrollment, Month 1, Revised [EXHIBIT KK]

12.4 Enrollment, Month 8 [EXHIBIT LL]

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 25, 2009, at 6:00 p.m.

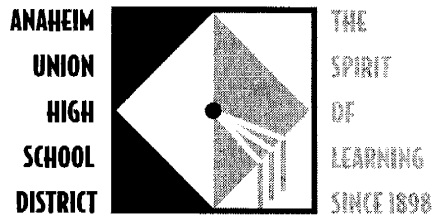
Thursday, July 16  
Thursday, August 6  
Thursday, August 27  
Thursday, September 10

Thursday, September 24  
Thursday, October 15  
Thursday, November 5  
Thursday, December 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, June 1, 2009.*



May 27, 2009

Alignment of the Science Curriculum  
to State and Federal Standards  
in the Anaheim Union High School District

Members of the Board of Trustees requested information regarding the district's current science course sequence. Two years ago, an analysis of the course sequence for science revealed that the district did not meet the requirements for a standards-based science curriculum. As a result, the course sequence was revised. In order to meet the state's minimum standards in science, two courses that were not standards-based had to be eliminated and two standards-based courses had to be written. This modification to our student's course of study was necessitated by education code requirements and other mandates.

**Education Code 60603**

Education Code Section 60603 clearly delineates and defines content standards as, "specific knowledge, skills, and abilities that all public schools in this state are expected to teach and all pupils are expected to learn in each of the core curriculum areas, at each grade level tested." Paragraph five (5) of this same section also defines "core curriculum areas" to mean the areas of reading, writing, mathematics, history-social science, and science. This code section makes clear that core area content standards, as identified by the California State Board of Education (SBE) are required to be taught in all public schools.

**Education Code 60640**

The state enforces the alignment of curriculum to the State Board of Education standards through the testing and accountability system. Education Code Section 60640 states that, "each school district, charter school, and county office of education shall administer to each of its pupils in grades 2 to 11, inclusive, the standards-based achievement test provided for in Section 60642.5." These codes mandate a specific sequence of courses for California schools.

**Education Code 60642.5**

Education Code, 60642.5, further defines the courses to be tested in high school as the core curriculum, specified in "Section 60603 for grades 9 to 11, inclusive, except for that history-social science shall not be included in the grade 9 assessment..." Schools are held accountable to these regulations through the testing program. A student who is not enrolled in a standards-based math or science course is assigned a Far Below Basic (FBB) score, when the Academic Performance Index is computed for each individual school and district. The FBB score is the equivalent of a failed score on the achievement exam.



### **Education Code 60608**

Both Education Code 60613 and 60608 are subsets of 60605. Education Code 60608 establishes the authority of the State Board of Education to establish content standards and a state-wide assessment program. In this section of the education code, the law establishes the district's responsibilities with regards to the statewide assessment program. The districts responsibility is as follows:

*The governing board of each district shall, in accordance with the rules and regulations of the State Board of Education, conduct a testing program pursuant to this chapter and may also administer other tests.*

This education code also provides the district with the authority to conduct additional district tests. With the support of the district chairs from both departments, the education division administers district-wide English Language Arts and math assessments twice each school year, in our junior high schools as authorized by this statute.

### **Education Code 60613**

This education code outlines the expectations of school districts in California and their role in the assessment policies of the state. Education Code 60613 states that, "A school district is an agent of the State Department of Education for the purpose of administering a test or assessment required pursuant to this article."

### **State and Federal Assurances**

The district is held accountable by the state and the federal government for adhering to state content standards. District superintendents are required to sign documents assuring that each district will adhere to a standards-based curriculum. The signature document for the statement of assurances form includes the following language:

*California Education Code Section 60242.5 requires the superintendent of each school district and county office of education to provide a written assurance to the State Superintendent of Public Instruction that all purchases of instructional materials for (each year) made with allocations from the State Instructional Materials Fund **conform to law and the applicable rules and regulations adopted by the State Board of Education.***

The statement of assurances is extended to be included beyond instructional materials and to a standards-based curriculum. In order for the funds to conform to applicable law and rules, a district must also offer the outlined required standards-based courses. The assurances requirements are further defined by the California Code of Regulations (CCR), where it is delineated that the purchase of instructional materials must be aligned to the content standards. This section is provided on the next page:

## Title 5. EDUCATION

### Division 1. California Department of Education Chapter 9. Instructional Materials Subchapter 1. Elementary Instructional Materials Article 2.3. Instructional Materials Funding

#### § 9531. Instructional Materials Funding Realignment Program: Expenditure Policy Percentages and 24 Month Purchasing Requirement.

- a. As much of the allocation, as is necessary, from the Instructional Materials Funding Realignment Program (IMFRP) annual appropriation to local education agencies *must be spent to purchase textbooks or basic instructional materials adopted subsequent to the adoption of content standards* (Education Code Section 60605) for each pupil, in reading/language arts, mathematics, history-social science, and science.

Each year the district submits to the state the "Consolidated State Application" which has, as part of the legal requirements, a signature page. The signature page requires the superintendent's signature as the authorized agent of the district and the signature of the chairperson of the District English Learner Advisory Committee. The Consolidated Application specifies, under section 1, Title I, Part A, Improving Basic Programs Operated By LEAs, that California assures the following:

- b. The SEA (state education agency) has a plan for assisting LEAs (local education agencies) to develop capacity to comply with program operation and for providing additional educational assistance to students who need help to achieve State standards, including:
  - iv. use of curricula aligned with state standards

Recently appropriated stimulus funds, known as the "American Recovery and Reinvestment Act" (ARRA), will be funneled to the district and also require an LEA to agree to the following assurances:

(3.1) *Enhance the quality of the academic assessments* it administers pursuant to Section 1111(b)(3) of the ESEA (20 U.S.C. 6311(b)(3)) through activities such as those described in Section 6112(a) of the ESEA (20 U.S.C. 7301a(a)); (Improving Assessments Assurance)

(3.2) Comply with the requirements of paragraphs (3)(c)(ix) and (6) of Section 1111(b) of the ESEA (20 U.S.C. 6311 (b)) and Section 612(a)(16) of the Individuals with Disabilities Education Act (IDEA) (20 U.S.C. 1412(a)(16)) related to the inclusion of children with disabilities and limited English proficient students in State assessments, the development of valid and reliable assessments for those students, and the provision of accommodations that enable their participation in State assessments; (Inclusion Assurance)  
and

(3.3) Take steps to improve State academic content standards and student academic achievement standards consistent with Section 6401(e)(1)(A)(ii) of the America COMPETES Act. (Improving Standards Assurance)

Failure to comply with the above mentioned assurances could result in the forfeiture of several funding sources. The district would be in jeopardy of losing Instructional Materials Funds, NCLB funds, Specials Education funds, EIA/LEP funds and future ARRA funding. Failure to adhere to the assurances may also jeopardize the district's federal lunch program.

**Perkins and CTE Legislation**

Recent legislation involving career pathways for students recognizes the importance of rigorous content, in preparing students to enter the workforce. As a result, legislation over the past three years has increased the requirements for school districts, to offer a standards-based curriculum to students in career pathways, which include the opportunity for all students to pursue employment immediately upon graduation, or to continue their education through a bachelors degree. The following excerpt is taken from the "INSTRUCTIONS AND GUIDELINES for the development of the 2008-2012 Career Technical Education (CTE) Local Plan", developed by the California Department of Education:

- Incorporates secondary education and postsecondary education elements
- Includes academic and CTE content in a coordinated, non-duplicative progression of courses
- Leads to an industry-recognized credential or certificate at the postsecondary level, an associate, or bachelors degree

The following is taken directly from the "Carl D. Perkins Career and Technical Education Improvement Act of 2006" also produced by the California Department of Education:

Perkins IV represents nearly three years of work by the United States Congress to identify the improvements needed to ensure that the nation's workforce is being provided with the CTE and academic skills necessary to achieve and compete in the 21<sup>st</sup> century. Both houses overwhelmingly supported the reauthorization of the Perkins Act, and while the new law is very similar to the 1998 Perkins Act, Congress expects the states and local agencies to better utilize Perkins IV funds to support specific improvements in CTE in the areas of:

- Accountability and program improvement at all levels
- Increased coordination within the CTE system
- Stronger academic and career technical integration
- Increased alignment of secondary and postsecondary education (Programs of Study)
- Links to business and industry

Furthermore, our district's plan for the utilization of Perkins funding must be written to include the following specifications:

Describe how the appropriate courses of not less than one CTE program of

study will be offered. A program of study as described in Perkins IV Section 122(1)(A) and the State Plan;

- Incorporates secondary education and postsecondary education elements
- Includes coherent and rigorous content aligned with challenging academic standards and relevant CTE content aligned with CTE Standards and Framework in a coordinated, non-duplicative progression of courses that align secondary education with postsecondary education, to adequately prepare students to succeed in postsecondary education
- Leads to an industry-recognized credential or certificate at the postsecondary level or an associate or baccalaureate degree (California Education Code 51224, Perkins IV Section 135[b])

The district’s failure to meet basic expectations for Perkins funding may result in the district being identified for Perkins Program Improvement.

**Orange County Comparisons**

As a result of the course sequence and achievement data analysis conducted in math and science, several courses were removed from the course sequences, in the Spring semester of 2007, and replaced with SBE standards-based courses. In science, this required the district to drop the tenth-grade life science course, and the eleventh-grade physical science course, because these were not standards-based courses. It also required the district to add a ninth-grade science course, as required by the Public Schools Accountability Act of 1999. For the past two years, our science sequence is configured to have students assigned to the following courses:

- Ninth grade: Earth Science or Biology
- Tenth grade: Biology, or Chemistry, or Physics
- Eleventh grade: Chemistry, Physics, or Integrated Science

Additionally, the board also requested information about how other districts in Orange County sequenced their science courses, and how many years their students were enrolled in a science course. The following table of selected districts with high schools illustrates the science courses that are offered:

District	9 <sup>th</sup> Grade Courses	10 <sup>th</sup> Grade Courses	11 <sup>th</sup> Grade Courses
Garden Grove	Biology/Chemistry	Biology/Chemistry	Chemistry/Physics
Newport Mesa	Earth Sci/Biology	Chemistry/Physics	Chemistry/Physics
Orange	Biology	Chemistry	Chemistry/Physics
Huntington Beach	Earth/Bio/Int. Sci	Biology/Chemistry	Bio/Chem/Physics
Fullerton	Earth Sci/Biology	Biology/Chemistry	Bio/Chem/Physics

This review of achievement data indicates that districts in Orange County are adhering to the laws outlined in our state, for the delivery of expected curriculum that correlate with state and federally mandated achievement tests.

The tables below compare AUHSD with the rest of Orange County districts, in the percentages of students assigned to science classes in grades nine through eleven. The findings indicate that our district is comparable, even slightly ahead of the county as a whole, in tenth-grade science courses. With regards to ninth- and tenth-grade courses, we lag significantly behind the rest of the county.

**Anaheim**

	9th Grade	10th Grade	11th Grade
Biology	41.1%	51.7%	11.2%
Chemistry		23.9%	28.9%
Earth Sci	37.9%	6.9%	8.2%
Physics		0.8%	13.7%
Int. Sci 1			
Int. Sci 2			
Int. Sci 3			
<b>Total</b>	<b>79.0%</b>	<b>83.3%</b>	<b>62.0%</b>

**Orange County**

	9th Grade	10th Grade	11th Grade
Biology	41.1%	47.6%	20.0%
Chemistry	0.4%	25.5%	27.2%
Earth Sci	38.5%	6.2%	8.1%
Physics		1.1%	13.5%
Int. Sci 1	5.1%	0.8%	1.7%
Int. Sci 2	1.2%		
Int. Sci 3		0.1%	1.2%
<b>Total</b>	<b>86.3%</b>	<b>81.3%</b>	<b>71.7%</b>

**The American Recovery and Reinvestment Act of 2009: A Brief Summary of Requirements, Recommendations, Funding Levels, and Related Information**

**Compiled from Various Sources**

There are three general categories of funding from the American Recovery and Reinvestment Act of 2009, otherwise known as ARRA and "stimulus and/or stabilization funding", as described below:

Source of ARRA Funds	AUHSD Impact
<p><b>IDEA or Special Education</b></p> <ul style="list-style-type: none"> <li>• Funds are for special education programs and services</li> <li>• 50% of the funds can supplant general fund expenses, with restrictions</li> <li>• 50% of the funds should be spent over and above current special education costs</li> <li>• 85% of the funds must be encumbered by September 2010 and the remainder by September 2011</li> </ul>	<p>Approximately \$6.1 million in new funding in AUHSD</p> <p><u>Possible Uses in AUHSD:</u> To offset general fund encroachment in special education (supplanting)</p> <p>Facility modernization for special education programs, if the state of California is granted a waiver</p> <p>One-time special education staffing</p>
<p><b>Title I</b></p> <ul style="list-style-type: none"> <li>• Funds may be used to support regular education programs, consistent with current Title I regulations</li> <li>• Funds are to help disadvantaged students meet state standards</li> <li>• 85% of the funds must be encumbered by September 2010 and the remainder by September 2011*</li> </ul> <p>* There is discussion about granting districts waivers to permit the funds to be spent over a two-year period without designating that a percentage be spent in a single year</p>	<p>Approximately \$3.4 million in new funding in AUHSD</p> <p><u>Possible Uses in AUHSD:</u> Some of the funds may restore approximately \$1.7 million in reductions that were made to Title I funding for the current and next fiscal year. Additionally, given the funding requirements, the rest of the funds should support professional development programs, and new or additional Title I services and programs, some of which may restore staffing.</p>
<p><b>Stabilization Funding</b></p> <ul style="list-style-type: none"> <li>• Funds are to support revenue limit reductions, construction, modernization, and any of the standard ESEA/NCLB purposes of the federal government</li> <li>• There are no deadlines for encumbering or spending the funds</li> </ul>	<p>Approximately \$9.9 million in new funding in AUHSD</p> <p><u>Possible Uses in AUHSD:</u> One-time reinstatement of some certificated and classified positions</p> <p>To compensate for additional reductions in state income</p> <p>One-time reinstatement of selected certificated and classified positions</p> <p>Set aside for summer school programs in 2010 and selected ESEA/NCLB appropriate uses</p>

### **General ARRA Requirements:**

1. Compliance with all regulations and provisions.
2. Title I "set asides" are still required unless waived, including five percent for highly qualified teacher requirements and 20 percent for choice and supplemental services for program improvement schools.
3. Fifty percent of the new IDEA/Special Education funding may be used to reduce local special education encroachment as long as the freed up general funds support ESEA/NCLB services, such as:
  - Summer school
  - Instructional materials
  - Staff development
  - Extended school year
  - Professional development
  - Supplemental support
  - Class size reduction initiatives
  - English Learner support
  - Campus security
  - Counseling
  - After-school programs
  - Any ESEA/NCLB appropriate use, which includes almost everything except basic operations and administration

### **Guiding Questions Regarding the use of ARRA Funds:**

Will the proposed use of the funds:

- Improve student achievement?
- Foster continuous improvement?
- Increase long-term capacity to improve results for students?
- Advance plans and reform goals encompassed in ARRA?
- Avoid recurring costs that states and districts are unprepared to assume when ARRA funding ends?

### **Basic Budgeting Principles Guiding the use of ARRA Funds:**

- ARRA funds are not an ongoing source of income
- Programs or personnel funded by ARRA funds should be considered temporary
- Districts are required to balance budgets against current and projected income for three consecutive years, so one-time funds do not help offset multi-year losses in income
- The state of California will reduce district income for the current (2008-2009) school year by approximately \$8.2 million and by approximately \$8.9 million for the 2009-2010 school year. ARRA funds may offset some of those income reductions, to the extent permitted by funding requirements.

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

**CONCERNING REINSTATEMENT OF CLASSIFIED POSITIONS  
FROM THE 2008-09 REDUCTION IN FORCE**

**RESOLUTION NO.-2008/09-HR-04**

June 4, 2009

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

**WHEREAS**, the district has made a commitment to reinstate classified positions from the 2008-09 Reduction in Force; and

**WHEREAS**, the Board of Trustees hereby finds that it is in the best interest of the district that the identified classified positions be reinstated by the following extent as indicated:

<u>Classification</u>	<u>Number</u>	<u>Location</u>	<u>Hours and Months</u>
Secretary	1	Katella	8 hours/11 months
Secretary	1	Loara	8 hours/11 months
Secretary	1	Sycamore	8hours/10.50 months
Secretary	1	Kennedy	8 hours/10.50 months
Secretary/Bilingual	1	Anaheim	8 hours/11 months
Office Assistant/Bilingual	1	Adult Education	8 hours/10 months

**NOW, THEREFORE, BE IT RESOLVED** that these classified positions shall be reinstated to the extent set forth above.

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees on June 4, 2009 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

**RESOLUTION NO. - 2008/09-HR-04**



STATE OF CALIFORNIA     )  
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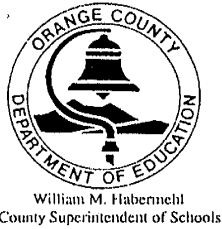
COUNTY OF ORANGE

I, Joseph M. Farley, Superintendent of the Anaheim Union High School District of Orange County, California, and Secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board of Trustees at the regular meeting thereof held on the 4<sup>th</sup> day of June 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 4<sup>th</sup> day of June 2009.

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



Orange County Department of Education  
*Institute for Teaching Excellence*

**Orange County Consortium  
District Intern Program**

**Agreement #31658**



Professional Clear Education Specialist Credential: Mild / Moderate Disabilities

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into this 1st day of July 2007, by and between the Local Educational Agency (LEA) identified as the Orange County Superintendent of Schools (SUPERINTENDENT) and Anaheim Union High School District.

Other districts participating in the Orange County Consortium include, but are not limited to: Anaheim City School District, Brea Olinda Unified School District, Buena Park School District, Capistrano Unified School District, Centralia School District, Compton Unified School District, Cypress School District, Fountain Valley School District, Fullerton School District, Fullerton Joint Union High School District, Garden Grove Unified School District, Irvine Unified School District, LACOE (L.A. County of Education), La Habra City School District, Long Beach Unified School District, Lowell Joint School District, Newport-Mesa Unified School District, Ocean View School District, Orange Unified School District, Orange County Dept. of Education Alternative Education ACCESS, Placentia-Yorba Linda Unified School District, Saddleback Valley Unified School District, Santa Ana Unified School District, Tustin Unified School District, Westminster School District, and non-public schools.

In addition, this MOU is entered into by and between Azusa Pacific University; Chapman University; University of California, Irvine; California State University, Fullerton; Concordia University; National University; Vanguard University; and other Institutions of Higher Education (IHE) to form a Consortium to implement the Orange County Consortium District Intern Program.

### A. PURPOSE

The purpose of the MOU is to establish a formal working relationship between the parties to this MOU and to set forth the operative conditions that will govern the District Intern Program for the Education Specialist Credential. SUPERINTENDENT, participating school districts, and participating institutions of higher education will form a Countywide Consortium to provide and coordinate services of the District Intern Program.

### B. PARAMETERS

1. Starting and ending dates of the three years of implementation: The beginning date is July 1, 2007, and the concluding date is June 30, 2010.
2. Contract and monitoring responsibilities for the MOU shall rest with the SUPERINTENDENT.

### C. RESPONSIBILITIES – General

1. Participating school districts agree to the following:
  - a. Appoint a representative who will serve as a consortium member on the Institute for Teaching Excellence Advisory Council. (Education Code 44227(a))
  - b. Select and recommend intern teachers for participation in the District Intern Program according to the criteria established by the California Commission on Teacher Credentialing using the application approved by the Countywide Consortium. (Education Code 44458)

c. Per Education Code 44325c, ensure that district intern teacher candidates entering the District Intern Program meet the following requirements:

- Baccalaureate or higher degree from a regionally accredited institution of higher education with a 2.75 G.P.A.
- Passage of the California Basic Educational Skills Test (CBEST)
- Meet Subject Matter Competency requirements
- Certificate of Clearance (Education Code 44320(d))

Once the district offers the intern a contract, the Human Resources/Personnel Administrator or designee signs the "Orange County Consortium District Intern Program Requirements and School District Recommendation" form, to be included with the intern's application for an Intern Credential.

In addition to the MOU, the district submits to the District Intern Program Office a signed, current Co-Sponsor Page, which is sent to the Commission on Teacher Credentialing (CTC).

- d. Per Education Code 44326d and 44830.3a, the participating school district will assign, at no cost to the Orange County Department of Education and according to district determination, a peer coach to mentor the intern teacher using the criteria provided. The peer coach assigned should have the appropriate teaching credential. The principal will be responsible for overseeing and supporting the district intern teacher throughout the program. The peer coach will offer weekly support to the district intern teacher, attend trainings (if appropriate), and attend one District Intern Program meeting annually.
- e. Intern teachers will be allowed to take six days over three semesters, at no cost to the Orange County Department of Education, in order to observe and report on exemplary teaching practices in other classrooms.
- f. The site administrator will agree to negotiate the intern teacher's extracurricular and committee assignment workload, if necessary, in consideration that the teacher is an intern in training. The intern teacher is required to attend approximately five all-day Saturday classes per semester, late afternoon-evening classes once a week during the two-year program, and must spend approximately 10 hours per week in study and preparation for classes.
- g. District will provide a copy of school district correspondence regarding peer coach stipends and other District Intern Program matters to the Orange County Department of Education District Intern Program Coordinator, upon request by the Commission on Teacher Credentialing, for accreditation purposes.
- h. Require district intern teachers to attend and participate in the prescribed course of study, workshops, and professional development to become qualified for an Education Specialist Credential.
- i. Agree to allow a practicum supervisor to visit the district intern teacher in her/his classroom a minimum of five (5) times for three semesters.
- j. Agree that salary schedule credit for District Intern Program participation will be accepted dependent upon individual district collective bargaining contracts. According to Education Code 44327a, "each school district with a district intern program is responsible for maintaining appropriate records of the program so that the credit earned by each district intern is transferable to his or her academic record in the same manner as if the intern had participated in a college or university program."
- k. Agree that district intern teachers who fail to meet the teaching performance standards, attendance, and G.P.A. requirements established in collaboration between SUPERINTENDENT and the district in which the district intern teacher teaches, will be referred to the district's human resources administrator for review and recommendations. A district intern teacher who fails to retain employment status cannot remain in the District Intern Program. A letter from the existing district intern teacher must be submitted to the program director indicating his/her withdrawal from the District Intern Program.

- l. Assist the intern teacher with the application for a District Intern Credential, which is submitted to the District Intern Program Office for additional signatures.
  - m. Participate in the program and intern evaluation, as required by the California Commission on Teacher Credentialing and Education Code 44325-44329, 44830.3 and 44885.5.
  - n. The program recommends that the district employees serving as district intern teachers, who successfully complete this internship program and meet the criteria of the Commission on the Teacher Credentialing, be granted a Professional Clear Education Specialist (Mild-Moderate Disabilities) Credential.
  - o. Salaries will be the same as paid to other certificated personnel and will not be reduced to pay for supervision or release time for classes. (Education Code 44462)
  - p. District agrees to assign candidates to assume the functions authorized by the teaching or education specialist credential. Interns will teach only in the subject area in which they intend to be licensed. (Education Code 44454)
  - q. District certifies that interns are not displacing certificated employees. (CCTC Preconditions)
  - r. District agrees to the guidelines as established with Senate Bill 1209.
2. SUPERINTENDENT agrees to the following:
- a. Identify a program director that will convene the Countywide Consortium and manage the ongoing activities of the District Intern Programs.
  - b. Provide secretarial support for the administration of the District Intern Program.
  - c. Provide workspace for the program director and coordinator, office support services, and meeting space for program activities.
  - d. Develop and establish contracts with outside vendors for professional services which may include, but are not limited, to:
    - 1) Instructional and professional development services
    - 2) Test preparation services, and
    - 3) Evaluation services
  - e. Provide a process for equitable distribution of services to district intern teachers and peer coaches in all participating districts.
  - f. Establish and maintain accurate records and reports. Maintain a locked confidential file to store all information on participating district intern teachers involving individual formative assessments and progress.
  - g. Supply to the Commission on Teacher Credentialing and California State Department of Education reports and other information, as requested, on all matters related to the District Intern Program requirements and activities.
  - h. Participate in the District Intern Program evaluation.
  - i. Recommend that district intern teachers who successfully complete all criteria of the two-year program are granted a Professional Clear Education Specialist Credential.

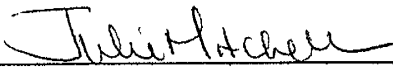

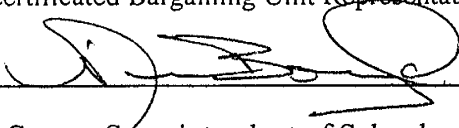
3. Participating Institutions of Higher Education (IHE) agree to the following:
- a. Appoint a consortium representative who will serve on the Institute for Teaching Excellence Advisory Council and attend up to three meetings a year.
  - b. Provide advisement opportunities to district intern teachers regarding participation in advanced levels of education, intern, and teacher training programs.
  - c. Provide current research regarding instructional strategies, curriculum, classroom management, and instructional technology.
  - d. Provide library-borrowing privileges for district intern teachers.

D. RESPONSIBILITIES – Fiscal

1. SUPERINTENDENT in its capacity of LEA, agrees to the following:
- a. Overall fiscal responsibility for the administration of the grant funds, to include submission of year-end expenditure reports, and any other documentation sought by the California Department of Education and/or Commission on Teacher Credentialing.
  - b. Develop and maintain a budget that meets the costs of implementing program responsibilities.
  - c. Expend income according to regularly established policies and procedures of the funding agency.

E. TERMS AND CONDITIONS

1. Any and all products developed for the Orange County District Intern Program are the exclusive property of the Orange County Superintendent of Schools and the right to disseminate, market, or otherwise use the products shall only be with the express written permission of SUPERINTENDENT.

	Julie Mitchell, Assistant Superintendent	5/24/07	
Authorized District Representative Signature	<b>Printed Name</b> Human Resources	Title	Date
	Linda Barnett, President, Anaheim	Secondary Teachers Assoc	
District Certificated Bargaining Unit Representative	<b>Printed Name</b> Nina Boyd,	Title Executive Director	Date 4/18/07
	<b>Printed Name</b>	Title	Date
Orange County Superintendent of Schools			

## Co-Sponsor Page

Name of Co-Sponsor: Anaheim Union High School District

Please include a separate cover page for each organization that is co-sponsoring the effort. Please arrange pages alphabetically by organization and insert page numbers. Answer all questions that apply.

### TO BE COMPLETED BY THE LEAD SPONSORING ORGANIZATION

Name of Lead Sponsoring Organization: Orange County Department of Education

Project Director/Contact Person: Patricia K. Sheehan, Ed.D.

Telephone: (714) 708-5888      FAX: (714) 966-8437

E-mail: psheehan@ocde.us

Signature of Project Director: Patricia K. Sheehan, Ed.D. Date: 4/16/07

### TO BE COMPLETED BY CO-SPONSORS

Name of Co-Sponsoring Organization: Anaheim Union High School District

Mailing Address: 501 Crescent Way

City, State, Zip: Anaheim, CA 92803

Contact Person: Julie Sayler Mitchell, Ed.D., Asst. Supt., H.R.

Telephone: (714) 999-3552      FAX: (714) 520-5741

E-mail:

For co-sponsoring districts, please indicate the number of intern candidates that will be employed by your district: approx. 2007-2008  
20

Co-Sponsor Authorized Participation Has Been Approved by:

Name of Approving Official: Julie Mitchell

Position/Title: Assistant Superintendent, Human Resources

Signature of Approving Official: Julie Mitchell Date: 5/24/07

FY 2007-2008

**AGREEMENT**

Speech-Language Pathology Assistant Program

THIS AGREEMENT is made and entered into by and between the Rancho Santiago Community College District on behalf of Santa Ana College, a public educational agency, hereinafter called the District and **Anaheim Union High School District**, hereinafter called the Agency.

PART I. **BASIS AND PURPOSE OF AGREEMENT**

WITNESSETH:

**WHEREAS**, the District and Agency acknowledge a public obligation to contribute to Speech-Language Pathology Assistant Program education for the benefit of students and to meet community needs.

**WHEREAS**, the District provides programs in Speech-Language Pathology Assistant Program education, which require clinical experience for students enrolled in these programs.

**WHEREAS**, the Agency has facilities suitable for the clinical needs of the District Speech-Language Pathology Assistant Program.

**WHEREAS**, it is to benefit of both District and Agency that Speech-Language Pathology Assistant Program students have opportunities for clinical experience to enhance their capabilities as practitioners.

**NOW, THEREFORE**, the District and Facility do covenant and agree as follows:

PART II. **GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE DISTRICT**

A. For the Program in General

1. The District will assume full responsibility for offering Speech-Language Pathology Assistant Program education programs eligible for accreditation by the Speech-Language Pathology & Audiology Board and the American Speech-Language-Hearing Association.
2. For Student Workers' Compensation

The District shall carry Workers' Compensation Insurance on Students of the District during clinical assignment, and keep records of clinical attendance for audit by the State Workers' Compensation Insurance Fund.

3. The District will designate the students enrolled in the Speech-Language Pathology Assistant Program to be assigned for clinical experience in the Speech-Language Pathology areas of the agency in such numbers as are mutually agreed upon by both parties.
4. The District will supervise, in cooperation with the Agency supervisor, all instruction and learning and clinical experience given to the students at the facility so designated and provide instructor to supervise the clinical and learning experiences given to them at the agency, provided however, that the responsibility for service to the client remain with the Agency.
5. The District will keep academic and clinical experience records of students participating in said program.
6. The District will provide and be responsible for the care and control of educational supplies and education equipment necessary for instruction, including library materials, audiovisual equipment and supplies which are not customarily available at the Agency for the Speech-Language Pathology Assistant clinical experience.
7. The District will be responsible for the supervision and control of the students in the activities of their clinical experience under the general supervision and delivery of service framework of the Agency.
8. The District will agree that the student shall be subject to requirements and restrictions specified jointly by representative of District and Agency, and subject to Agency rules and regulations governing conduct, copies of which shall be provided in advance to District by Agency.
9. The District will require District's Speech-Language Assistant Program instructors to obtain the approval of the Agency's Director of Speech-Language Pathology in advance of:
  - a. Student Speech-Language Pathology Assistant schedules.
  - b. Placement of student in clinical experience assignments.
  - c. Changes in clinical experience assignments.
10. The District will, in consultation and coordination and with the approval of the Agency's Director of Speech-Language Pathology and the Speech-Language Pathology Assistant staff, plan for the Speech-Language Pathology Assistant clinical experience to be provided to students under this agreement.
11. The District will in consultation and coordination with the Agency's Director of Speech-Language Pathology arrange for periodic conferences between appropriate representation of the District and Agency to evaluate the Speech-Language Pathology Assistant field experience program provided under this Agreement.



**PART III. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AGENCY**

**A. For the Program in General**

1. The Agency will maintain the standards, which make it eligible for approval as a clinical area for instruction in accredited Speech-Language Pathology Assistant Programs.
2. The Agency will provide staff members who hold a current Certificate of Clinical Competence in Speech-Language Pathology issued by the American Speech-Language-Hearing Association to supervise Speech-Language Pathology Assistant students
3. The administration of the service and client care at the Agency shall be the responsibility of and under the control and supervision of the Agency and shall be administered through the Agency and Agency staff.
4. The Agency will provide staff that is adequate in number and quality to insure safe and continuous health care service to patients.
5. The Agency will provide service facilities for learning experiences therein for students enrolled in the Speech-Language Pathology Assistant Program of District who are designated by District for such experience at the Agency (the field experience for any one student shall cover such period of time as may be specified by District.)
6. The Agency will maintain service facilities in conformance with standards of the California State Board of Medical Examiners and the American Speech-Language-Hearing Association and permit inspection of its service facilities upon request by the American Speech-Language-Hearing Association and the state Board of Medical Examiners
7. The Agency will permit clinical experience in Speech-Language Pathology Assistant training by such students, either individually and/or in groups. All services of Agency herein contracted for, such services and the number of students receiving experience therein shall be by mutual agreement between parties and in accordance with the standards set forth by the American Speech-Language-Hearing Association.
8. The Agency will provide service areas in such a manner that there will be no conflict of learning opportunities among groups of students, and permit the district instructors and students access to service facilities, according to prearranged scheduling.
9. The Agency will permit its employees to participate in the educational program as resource persons and clinical experts provided such participation does not interfere with assigned duties.
10. The Agency will provide orientation for students and faculty to familiarize them with the facility and facility policies before assigning them to duties at the Agency.

11. The Agency will permit the faculty and students of the District to use its facilities for Clinical education according to approved curricula.
12. The Agency will permit the facility's Director of Speech-Language Pathology and other designated Speech-Language Pathology personnel to attend meetings of the District's Speech-Language Pathology Assistant Program Faculty, or any committee thereof, to coordinate the clinical experience for the Speech-Language Pathology Assistant Program provided for under this Agreement.
13. The Agency will reserve the right, after consultation with the District, to refuse to accept for further Speech-Language Pathology Assistant Program clinical experience any of the college students who in the agency's judgment are not participating satisfactorily, provided however, neither party shall discriminate with respect to the acceptance in or exclusion of students from the program.
14. The Agency will provide the educational use of supplies and equipment as are commonly available for client care.
15. It is understood by the parties to the Agreement that the Agency remain responsible for client care at all times.
16. The parties agree that the Agency shall have no monetary obligation to District, the Speech-Language Pathologist Assistant students or to Speech-Language Pathology Assistant instructors.

#### **PART IV. JOINT RESPONSIBILITIES AND PRIVILEGES**

##### **A. For publications**

1. Publication by District faculty, or Agency's staff members of any material relative to their clinical experience, that has not been approved for release by the District and Agency signers of this agreement, is prohibited.

##### **B. Indemnification**

All parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees.

C. Insurance:

Without limiting the indemnification obligations stated above, each party to the Agreement shall provide and maintain at its own expense a program on insurance covering its activities and operation hereunder. Such program of insurance shall include, but not be limited to commercial general liability and professional liability. The general and professional liability insurance shall have a minimum coverage of \$1,000,000 per occurrence.

Proof of insurance coverage shall be furnished to either party upon written request.

PART V. **STATUS OF SPEECH-LANGUAGE PATHOLOGY ASSISTANT STUDENTS**

- A. Speech-Language Pathology Assistant Program students shall have the status of learners and shall not be considered to be Agency employees nor shall they replace Agency staff. Any service rendered by the student during the experience is to be considered in addition to planned client care in that area. Clinical experience will be conducted as a laboratory learning experience. The Agency will provide regular staffing for client care in areas where students are obtaining clinical experience.
- B. Speech-Language Pathology Assistant Program students are subject to the authority, policies, and regulations of the District. They are also subject, during clinical assignment, to applicable agency regulations and must conform to the same standards as Agency employees in matters relating to the welfare of patients and general Agency operations.
- C. Speech-Language Pathology Assistant Program students shall be responsible for proper coverage in regard to malpractice insurance, or any other liability insurance that might be required by either the District or the Agency.
- D. The District will be responsible for assuring the Speech-Language Pathology Assistant students assigned to the Agency for clinical instruction meet both District and Agency standards of health and physical fitness.

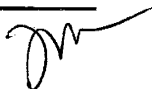
PART VI. **PERIOD OF AGREEMENT**

- A. This agreement shall be effective August 31, 2009, and shall continue in effect through June 30, 2014, unless terminated earlier at will or without cause by written notice of either party. The said termination shall become effective only at the close of an academic year, but not before one year after receipt of said notice. This Agreement may be modified or revised at any time by mutual consent.

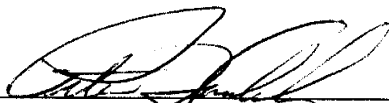
IN WITNESS WHEREOF, the said parties have hereunto set their hands:

*Rancho Santiago Community  
College District*

\_\_\_\_\_  
District



\_\_\_\_\_  
Agency/Facility/Location



\_\_\_\_\_  
Peter J. Hardash  
Vice Chancellor

Business Operations and Fiscal Services

\_\_\_\_\_  
Name and Title

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

*4/14/09*

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

**SCHOOLDUDE.COM LICENSED PRODUCT AGREEMENT NO. R-5322**

**SCHOOLDUDE.COM, INC. Acceptance Date June 4, 2009**

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

**SCHOOLDUDE.COM, Inc.,  
An "S" Corporation  
11000 Regency Parkway, Suite 200  
Cary, NC 27518**

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

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EXHIBIT "A" - INITIAL ORDER SCHEDULE

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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, Contract Enhancements, 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 SCHOOLDUDE.COM with respect to Licensed Product, now or in the future, including but not limited to instructions, on-line help messages from SCHOOLDUDE.COM technical support, and manuals of the licensor which contain, describe, explain or otherwise relate to Licensed Product. One (1) copy of SCHOOLDUDE.COM'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 SCHOOLDUDE.COM web site.
- **Contract Enhancements/Development:** Any software, documentation, database, or other intellectual property supplied by SCHOOLDUDE.COM under the terms of this Agreement, or on a separate Task Order, or listed on the initial Order Schedule attached to this Agreement, and:
  1. Have been mutually agreed to by SCHOOLDUDE.COM and the Customer as Contract Enhancements
  2. Will be released by SCHOOLDUDE.COM as part of products as listed in Exhibit "A", and
  3. Will be maintained by SCHOOLDUDE.COM as part of the Annual Maintenance and Support.
- **Custom Programs/Development.** Any software, documentation, database, or other intellectual property supplied by SCHOOLDUDE.COM, or developed by the Customer under the terms of this Agreement, or on separate Task Order, or listed on the initial Order Schedule attached to this Agreement and:
  1. Have been mutually agreed to by SCHOOLDUDE.COM and the Customer are not Contract Enhancements, and
  2. Will not be released by SCHOOLDUDE.COM as part of products as listed in Exhibit "A", and
  3. Will not be maintained by SCHOOLDUDE.COM as part of Annual Maintenance and Support.
- **Customer Modifications.** Any Contract Enhancement, Custom Programs, or other modification of the Licensed Product or any Third Party Software undertaken by SCHOOLDUDE.COM 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 a Task Order Schedule, which 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".
- **Task Order.** A Task Order is an extension of the initial Order Schedule. Task Orders, like an Order Schedule shall set forth in writing any additional (to the initial Order Schedule) Licensed Product, Customer Programs, Third Party Software, Support Services or other services to be provided by SCHOOLDUDE.COM to Customer, the scope of such services, delivery schedule, cost and payment terms. Any additional products or services to be provided by SCHOOLDUDE.COM which are not already covered by this Agreement will be documented through the Task Order and shall be subject to prior execution by Customer. Each such Task Order shall be attached to this Agreement.
- **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 SCHOOLDUDE.COM 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) SCHOOLDUDE.COM'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 SCHOOLDUDE.COM 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 as applicable.
- **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 SCHOOLDUDE.COM to Customer, the scope of such services, delivery schedule, cost and payment terms associated with this RFP award. The initial Order Schedule is attached hereto as Exhibit "A". Any additional products or services to be provided by SCHOOLDUDE.COM which are not already covered by this Agreement or an existing Order Schedule will be documented via a Task Order process and shall be subject to prior execution by Customer. Each such additional Task Order shall be attached to this Agreement. In the event that an Order Schedule or Task Order is executed pursuant to SCHOOLDUDE.COM'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 SCHOOLDUDE.COM.

#### 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. If unlimited sites are indicated, the Customer is limited to the schools within the school district boundaries..
- 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 SCHOOLDUDE.COM 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 SCHOOLDUDE.COM 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 SCHOOLDUDE.COM.
- 2) New Release shall mean an update of Licensed Product issued by SCHOOLDUDE.COM as a "New Release", which includes all PTF's, together with such other corrective updates and improvements to Licensed Product which SCHOOLDUDE.COM 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 SCHOOLDUDE.COM. 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 SCHOOLDUDE.COM as a "New Version" which includes all PTF's, together with such other corrective updates and major enhancements and improvements to Licensed Product which SCHOOLDUDE.COM 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 SCHOOLDUDE.COM. 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 SCHOOLDUDE.COM, 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-6PM Eastern Time Zone), exclusive of SCHOOLDUDE.COM 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 SCHOOLDUDE.COM customer and are listed as such on an Order Schedule or Task Order.
- 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 SCHOOLDUDE.COM to obtain support.

## 1. LICENSE GRANT.

- 1.1 Basic Terms. Subject to the terms and conditions of this Agreement, SCHOOLDUDE.COM 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. 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 Intentionally Deleted.
- 1.4 Intentionally Deleted.

## 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 SCHOOLDUDE.COM 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 SCHOOLDUDE.COM 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 SCHOOLDUDE.COM. 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.

SCHOOLDUDE.COM agrees that the data stored in the SCHOOLDUDE.COM 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, SCHOOLDUDE.COM 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.

SCHOOLDUDE.COM reserves the right to utilize Customer Account to provide statistical information, such as usage, average costs, time values or user traffic patterns in aggregate form to 3<sup>rd</sup> parties or to service

subscribers.

### 2.3. Intentionally Deleted.

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 SCHOOLDUDE.COM 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 SCHOOLDUDE.COM. 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 SCHOOLDUDE.COM contained in such media.

### 4. SERVICES, SUPPORT, AND EQUIPMENT.

SCHOOLDUDE.COM shall provide such professional services and support services at the terms and price as agreed to by SCHOOLDUDE.COM 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"). SCHOOLDUDE.COM shall use its best efforts to ensure that the timeline set forth in the Implementation Schedule is followed, provided, however, that SCHOOLDUDE.COM is not responsible for any delays in the timeline which occur as a result of action items which are the responsibility of Customer. SCHOOLDUDE.COM 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 SCHOOLDUDE.COM and Customer.

### 5. CHARGES AND PAYMENTS.

5.1. Fees and Taxes. Customer agrees to pay to SCHOOLDUDE.COM 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 SCHOOLDUDE.COM's income. Customer agrees to pay, within forty-five (45) 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 SCHOOLDUDE.COM by any governmental agency on any aspect of the transaction contemplated hereby. If Customer claims tax exempt status, Customer agrees to provide SCHOOLDUDE.COM with evidence of such tax exemption upon the request of SCHOOLDUDE.COM. 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 SCHOOLDUDE.COM).

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 45 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 SCHOOLDUDE.COM and its representatives, within a reasonable time upon SCHOOLDUDE.COM's written request, such books and records of Customer as are reasonably necessary for SCHOOLDUDE.COM to accurately determine the amount owing by customer hereunder. SCHOOLDUDE.COM 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. SCHOOLDUDE.COM will notify Customer, during Customer's normal business hours, of its intent to remotely access the hardware and software utilized for SCHOOLDUDE.COM's products. Upon completion of the maintenance and support Customer will block access. SCHOOLDUDE.COM 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 SCHOOLDUDE.COM.

5.4. Disputes. In the event of a disputed invoice, Customer shall provide written notice of such dispute to SCHOOLDUDE.COM at the address listed in this agreement. Such notice shall be provided to SCHOOLDUDE.COM 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. SCHOOLDUDE.COM 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 SCHOOLDUDE.COM and Customer to resolve any issues. In the event that Customer does not agree to SCHOOLDUDE.COM's response, Customer shall notify SCHOOLDUDE.COM 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 SCHOOLDUDE.COM completes all mutually agreed to action steps within a reasonable time but not later than the agreed time to remedy the disputed matter. If SCHOOLDUDE.COM is unable to complete all action steps in a mutually agreed to resolution plan because Customer has not completed the action required of them, SCHOOLDUDE.COM 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 SCHOOLDUDE.COM for travel, lodging, and related expenses incurred by SCHOOLDUDE.COM 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 SCHOOLDUDE.COM and then only on a fixed per diem basis. SCHOOLDUDE.COM reserves the right not to provide on-site services unless Customer and SCHOOLDUDE.COM can agree on a reasonable per diem.

6. Intentionally Deleted.

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. SCHOOLDUDE.COM 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

SCHOOLDUDE.COM are subject to cancellation by Customer only with the written consent of SCHOOLDUDE.COM, and upon payment of reasonable cancellation charges which shall take into account expenses already incurred by and firm contractual commitments made by SCHOOLDUDE.COM. SCHOOLDUDE.COM 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. SCHOOLDUDE.COM 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 SCHOOLDUDE.COM. 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.

9.3. Remedies. In the event of an uncured breach, including nonpayment of fees, of this Agreement by Customer, SCHOOLDUDE.COM 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 SCHOOLDUDE.COM's rights and Customer's obligations hereunder, including reasonable attorneys' fees. SCHOOLDUDE.COM'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 SCHOOLDUDE.COM shall impair or affect its right to exercise the same. In the event of an uncured breach of this Agreement by SCHOOLDUDE.COM 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 SCHOOLDUDE.COM'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 Section 2.2 could result in irreparable injury to SCHOOLDUDE.COM. Accordingly, SCHOOLDUDE.COM shall have the right to secure equitable relief against any actual or threatened breach of any provisions of Section 2.2

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. SCHOOLDUDE.COM's remedies for Customer's breach of this Agreement, together with the provisions of Sections 3, 5, 7, 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. Intentionally Deleted.

9.7. Intentionally Deleted.

10. LIMITATION OF LIABILITY. SCHOOLDUDE.COM 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 SCHOOLDUDE.COM 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.
- 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 SCHOOLDUDE.COM harmless from any and all liability and claims against SCHOOLDUDE.COM 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 SCHOOLDUDE.COM. SCHOOLDUDE.COM 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 SCHOOLDUDE.COM 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. Intentionally Deleted.

## 14. LIMITED WARRANTIES.

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

14.1. Delivery. For the purposes of this Agreement, "Delivery" shall occur when SchoolDude.com creates and provides Customer with an account in the SchoolDude.com system.

14.2. Conformity to Specifications. SCHOOLDUDE.COM 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 SCHOOLDUDE.COM's reasonable efforts to do so. Notwithstanding the foregoing, SCHOOLDUDE.COM warrants that the Licensed Products will be functional no less than 98% of the time. SCHOOLDUDE.COM 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 SCHOOLDUDE.COM in writing and provide SCHOOLDUDE.COM with sufficient detail to allow SCHOOLDUDE.COM to reproduce the problem. After receiving such notification, SCHOOLDUDE.COM will undertake to correct the problem within a reasonable time by programming corrections, reasonable "work-around" solutions and/or Documentation corrections. If SCHOOLDUDE.COM is unable to correct the problem after a reasonable opportunity, SCHOOLDUDE.COM 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. SCHOOLDUDE.COM 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. SCHOOLDUDE.COM warrants, to its knowledge, that neither the Licensed Product in the form delivered by SCHOOLDUDE.COM 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 SCHOOLDUDE.COM or Third Party Software, or any use of the Licensed Product outside of the United States. SCHOOLDUDE.COM will hold Customer harmless from any valid third party claim of infringement which constitutes a breach of the foregoing warranty, provided that SCHOOLDUDE.COM 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, SCHOOLDUDE.COM 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 SCHOOLDUDE.COM AS TO WARRANTIES FOR THE LICENSED PRODUCTS LISTED ON ANY ORDER SCHEDULE ATTACHED HERETO UNLESS OTHERWISE SPECIFICALLY SET FORTH THEREIN. SCHOOLDUDE.COM 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. 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 will be left to the sole discretion of Customer.

17. FEES. Any applicable charges for the initial Support Term are specified in the attached initial Order Schedule. For Renewal Terms, Customer shall pay SCHOOLDUDE.COM'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 of similar size (15,000 – 60,000 ADA) 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 of similar size (15,000 – 60,000 ADA) 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 SCHOOLDUDE.COM provides, in its discretion, services requested by Customer that are outside the scope of Support Services specified in this Agreement, SCHOOLDUDE.COM and Customer shall agree on a new Task Order setting forth the terms for such additional services prior to such work commencing.

18. SUPPORT SERVICES. SCHOOLDUDE.COM 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.

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

18.3. Intentionally Deleted.

18.4. Intentionally Deleted.

18.5. Intentionally Deleted.

18.6. Training. SCHOOLDUDE.COM will provide the Support Services described herein only if Customer purchases the minimum required training outlined in the attached initial Order Schedule from either SCHOOLDUDE.COM or a third party who has been certified by SCHOOLDUDE.COM to supply such training concurrently with its signing of the Agreement. Customer may purchase training from SCHOOLDUDE.COM 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 SCHOOLDUDE.COM 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, SCHOOLDUDE.COM will provide Support Services to it only on a time and materials basis, at SCHOOLDUDE.COM's then current rates and terms.

19. Intentionally Deleted.

20. CUSTOMER RESPONSIBILITIES. To receive Support Services, Customer shall: (a) report errors or suspected errors for which support services are needed, and supply SCHOOLDUDE.COM 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 SCHOOLDUDE.COM 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 SCHOOLDUDE.COM, except for Third Party Software provided by SCHOOLDUDE.COM, which shall be compatible with Licensed Product; (f) timely install all PTF's, New Releases and New Versions supplied by SCHOOLDUDE.COM 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. SCHOOLDUDE.COM shall have no liability for late or malfunctioning installations caused by late or non-working equipment. SCHOOLDUDE.COM 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 and providing Customer with access to its SchoolDude.com account 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. SCHOOLDUDE.COM will use its best efforts to comply with such timeline provided, however, that SCHOOLDUDE.COM 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

SCHOOLDUDE.COM LICENSED PRODUCT AGREEMENT NO. R-5322 SCHOOLDUDE.COM Acceptance Date:

June 4, 2009 LICENSED PRODUCT AGREEMENT

This Licensed Product Agreement, together with all Schedules ("Agreement") is by and between SCHOOLDUDE.COM, Inc., a Delaware corporation, having offices at 250 West First Street, Suite 346, Claremont, CA 91711 ("SCHOOLDUDE.COM") and ANAHEIM UNION HIGH SCHOOL DISTRICT, having offices at 501 N. Crescent Way, Anaheim CA, 92803 ("Customer").

SCHOOLDUDE.COM, INC.

By: *Jamie Waters* 4/28/09  
Name: *Jamie Waters*  
Title: *Senior Account Manager*

ANAHEIM UNION HIGH SCHOOL DISTRICT

By: \_\_\_\_\_  
Name: Timothy Holcomb  
Title: Deputy Superintendent

**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN  
ANAHEIM UNION HIGH SCHOOL DISTRICT  
AND  
CALIFORNIA SCHOOL MANAGEMENT GROUP, INC.  
FOR E-RATE CONSULTING SERVICES**

This Agreement for Professional Services ("Agreement") is made and entered into this 1st day of July, 2009, by and between the **ANAHEIM UNION HIGH SCHOOL DISTRICT** (AUHSD) and **CALIFORNIA SCHOOL MANAGEMENT GROUP, INC.** (CONSULTANT).

**RECITALS**

- a. AUHSD is in need of E-Rate consulting (ERATE) services for E-Rate application and process services (PROJECT).
- b. CONSULTANT is duly licensed and/or has the necessary qualifications to provide such ERATE services for the PROJECT.
- c. The parties desire by this Agreement to establish the terms for AUHSD to retain CONSULTANT to provide the ERATE services described herein.

**AGREEMENT**

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

**1. Services.**

CONSULTANT shall provide AUHSD with ERATE services for the PROJECT as described in the Statement of Services attached hereto as **Exhibit "A"** and hereby made a part of this Agreement.

**2. Compensation.**

- a. Subject to paragraphs 2(b) - (c) below, AUHSD shall pay for the services provided by CONSULTANT in accordance with the Statement of Services set forth in Exhibit "A".
- b. Each month CONSULTANT shall furnish AUHSD with an original invoice per Exhibit "A" of this agreement.
- c. Except as to any charges for work performed or expenses incurred by CONSULTANT which are disputed by AUHSD, AUHSD will use its best efforts to cause CONSULTANT to be paid within thirty (30) days of receipt of CONSULTANT'S invoice. Payment to CONSULTANT for work performed pursuant to this Agreement shall not be deemed to waive any defects in the work performed by CONSULTANT.

**3. Additional Work.**

CONSULTANT shall not be compensated for any services outside of the Scope of Services, except as provided in this paragraph. If changes in the work seem merited by CONSULTANT or AUHSD, and informal consultations with the other party indicate that a change is warranted, a change in scope of the work shall be processed by AUHSD in the following manner:

- a. A letter outlining the changes shall be forwarded to AUHSD by CONSULTANT with a statement of estimated changes in fee or time schedule; and
- b. A written amendment to this Agreement shall be prepared by AUHSD and executed by both parties before performance of such services or AUHSD will not be required to pay for the changes in the scope of work. Such written amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

**4. Maintenance of Records.**

Books, documents, papers, accounting records, and other evidence pertaining to work done, and costs incurred pursuant to this Agreement shall be maintained by CONSULTANT and made available for inspection, audit, and copying by AUHSD at all reasonable times during the term of this Agreement and for four (4) years from the date of final payment under the Agreement.

**5. Ownership and Use of Work.**

All documents and materials prepared pursuant to this Agreement shall be considered the property of AUHSD, and will be turned over to AUHSD upon demand, in any event upon completion of the work. AUHSD reserves the right to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other documents and materials prepared under this Agreement without the permission of CONSULTANT. All documents and materials shall be delivered in a reproducible form. As used herein, "documents and materials" include, but are not limited to, any original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, and computer files prepared or developed pursuant to this Agreement.

**6. Findings Confidential.**

Any reports, information, data, or materials given to, or prepared, or assembled by CONSULTANT under this Agreement are confidential and shall not be made available to any individual or organization by CONSULTANT without prior written approval of AUHSD.

**7. Conflict of Interest.**

CONSULTANT hereby expressly covenants that no interest presently exists, nor shall any interest, direct or indirect, be acquired during the term of this Agreement that would conflict in any manner with the performance of services pursuant to this Agreement.

**8. Term of Agreement and Time of Performance.**

CONSULTANT shall perform its services hereunder in a prompt and timely manner. Work shall commence upon receipt of a written Notice to Proceed from AUHSD. The Notice to Proceed shall set forth the date of commencement of the work. The term of this Agreement shall be from the date of execution of this Agreement until June 30, 2010. Such term may be extended upon written agreement of both AUHSD and CONSULTANT.

**9. Delays in Performance.**

Neither AUHSD nor CONSULTANT shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions: floods, earthquakes, fire, epidemics, war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances: sabotage, or judicial restraint.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance, and the efforts being made to resume performance of this Agreement.

**10. Compliance with Law.**

- a. CONSULTANT shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government. If CONSULTANT'S failure to comply with applicable laws, ordinances, codes, and regulations results in a claim for damage or liability to AUHSD, CONSULTANT shall be responsible for indemnifying, and holding AUHSD harmless as provided in this Agreement.
- b. CONSULTANT shall assist AUHSD, as requested, in obtaining and maintaining all permits, if any, required of CONSULTANT by federal, state, and local regulatory agencies.

**11. Standard of Care.**

CONSULTANT'S services will be performed in accordance with generally accepted professional practices and principles, and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

**12. Assignment and SubCONSULTANTS.**

CONSULTANT shall not assign, delegate, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of AUHSD, which may be withheld for any reason. A consent to one assignment shall not be deemed to be consent to any subsequent assignment. Nothing contained herein shall prevent CONSULTANT from employing independent associates, and SUB-CONSULTANTS, as CONSULTANT may deem appropriate to assist in the performance of services hereunder.

**13. Independent CONSULTANT.**

CONSULTANT is retained as an independent CONSULTANT and is not an agent or employee of AUHSD. No employee or agent of CONSULTANT shall by this Agreement become an agent or employee of AUHSD. The work to be performed shall be in accordance with the Statement of Work described in Exhibit "A", subject to such directions and amendments from AUHSD as herein provided. CONSULTANT shall have no authority, expressed or implied, pursuant to this Agreement to bind AUHSD to any obligation whatsoever, except as specifically provided in writing by AUHSD.

**14. Integration.**

This Agreement represents the entire understanding of AUHSD and CONSULTANT as to those matters contained herein, and supersedes and cancels any prior oral, or written

understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified, or altered except in writing, signed by both parties hereto. This is an integrated Agreement.

**15. Insurance.**

a. Commercial General Liability

- (i). CONSULTANT shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to AUHSD.
- (ii). Coverage for Commercial General Liability insurance shall be at least as broad as the following:
  - (1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001)
- (iii). Commercial General Liability Insurance must include coverage for the following:
  - (1) Bodily Injury and Property Damage
  - (2) Personal Injury/Advertising Injury
  - (3) Premises/Operations Liability
  - (4) Products/Completed Operations Liability
  - (5) Aggregate Limits that Apply per PROJECT
  - (6) Explosion, Collapse and Underground (UCX) exclusion deleted
  - (7) Contractual Liability with respect to this Contract
  - (8) Broad Form Property Damage
  - (9) Independent CONSULTANT'S Coverage
- (iv). The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by AUHSD.

b. Automobile Liability

- (i). At all times during the performance of the work under this Agreement, CONSULTANT shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned, and hired vehicles, in a form and with insurance companies acceptable to AUHSD.
- (ii). Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 0001 (ed. 6/92) covering automobile liability, Code 1 (any auto).
- (iii). The automobile liability program may utilize deductibles, but not a self-insured retention, subject to written approval by AUHSD.

c. Workers' Compensation/Employer's Liability

- (i). At all times during the performance of the work under this Agreement, and for 24 months following the date of PROJECT completion and acceptance by AUHSD, the CONSULTANT shall maintain workers' compensation in compliance with applicable statutory requirements, and Employer's Liability Coverage in amounts indicated herein.
- (ii). Such insurance shall include an insurer's Waiver of Subrogation in favor of AUHSD, and will be in a form and with insurance companies acceptable to AUHSD.
- (iii). If insurance is maintained, the workers' compensation and employer's liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by AUHSD.
- (iv). Before beginning work, CONSULTANT shall furnish to AUHSD satisfactory proof that he/she has taken out for the period covered by the work under this Agreement, full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California, and any acts amendatory thereof. CONSULTANT shall require all SUB-CONSULTANTS to obtain and maintain, for the period covered by the work under this Agreement, worker's compensation of the same type, and limits as specified in this Section.

d. Professional Liability (Errors and Omissions).

- (i). At all times during the performance of the work under this Agreement, CONSULTANT shall maintain professional liability insurance, in a form and with insurance companies acceptance to AUHSD and in an amount indicated herein.

e. Minimum Policy Limits Required.

- (i). The following insurance limits are required for the Agreement:

	<u>Combined Single Limit</u>
Commercial General Liability	\$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Employer's Liability	\$1,000,000 per occurrence
Professional Liability (errors and omissions)	\$1,000,000 per claim and aggregate

f. Evidence Required.

- (i). Prior to execution of the Agreement, CONSULTANT shall file with AUHSD evidence of insurance from an insurer, or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 2010 (or insurer's equivalent) signed by the insurer's representative, and Certificate of Insurance (Accord Form 25-S or equivalent). All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer, and shall certify the names of the insured, any additional primary insureds, where appropriate, the type and amount of the insurance, the location, and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required.

- (i). All policies shall contain a provision for 30 days advance written notice by the insurer(s) to AUHSD of any cancellation. Statements that the carrier "will endeavor," and "that failure to mail such notice shall impose no obligation and liability upon the company, its agents or representatives," will not be acceptable on certificates.
- (ii). All policies shall contain a provision stating that CONSULTANT'S policies are primary insurance, and that the insurance of AUHSD, or any named insureds shall not be called upon to contribute to any loss.

h. Qualifying Insurers.

- (i). All policies required shall be issued by acceptable insurance companies, as determined by AUHSD, which satisfy the following minimum requirements:

Insurance carriers shall be qualified to do business in California and maintain an agent for process within the state. Such insurance carrier shall have not less than an "A-" policyholder's rating and a financial rating of not less than "Class VII" according to the latest Best Key Rating Guide.

I. Additional Insurance Provisions

- (i). The foregoing requirements as to the types, and limits of insurance coverage to be maintained by CONSULTANT, and any approval of said insurance by AUHSD, is not intended to, and shall not in any manner limit, or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.
- (ii). If at any time during the life of the Agreement, CONSULTANT fails to maintain in full force any insurance required by the Agreement documents, AUHSD may terminate the Agreement.



- (iii). CONSULTANT shall include all SUB-CONSULTANTS as insureds under its policies, or shall furnish separate certificates and endorsements for each SUB-CONSULTANT. All coverages for SUB-CONSULTANTS shall be subject to all of the requirements stated herein.
- (iv). AUHSD may require CONSULTANT to provide complete copies of all insurance policies in effect for the duration of the PROJECT.
- (v). Neither AUHSD, nor its Governing Board, nor any member of thereof, nor any of the directors, officers, employees, agents, or volunteers of AUHSD shall be personally responsible for any liability arising under or by virtue of the Agreement.
- (vi). Evidence of insurance shall be retained by AUHSD as Exhibit "B" attached hereto.

**16. Indemnification.**

CONSULTANT agrees to indemnify, defend, and hold harmless AUHSD, its Governing Board and each member thereof, its officers, agents, and employees from any and all claims, liabilities, expenses, or damages, including reasonable attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, to the extent arising out of the negligent acts, errors or omissions or willful misconduct by CONSULTANT, CONSULTANT'S agents, officers, employees, SUB-CONSULTANTS, or independent CONSULTANTS hired by CONSULTANT under this Agreement. The only exception to CONSULTANT'S responsibility to indemnify, defend and hold harmless AUHSD, is where a claim, liability, expense, or damage occurs due to the negligence, willful misconduct, or active negligence of AUHSD. This hold harmless Agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT.

**17. Laws, Venue, and Attorneys' Fees.**

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Orange, State of California. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, as determined by the court.

**18. Termination or Abandonment.**

- a. AUHSD may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to CONSULTANT. In the event such notice is given, CONSULTANT shall cease immediately all work in progress.
- b. If either CONSULTANT or AUHSD fail to perform any material obligation under this Agreement, then, in addition to any other remedies, AUHSD or CONSULTANT may terminate this Agreement immediately upon written notice.
- c. Upon termination of this Agreement, all property belonging to AUHSD which is in CONSULTANT'S possession shall be returned to AUHSD. CONSULTANT shall furnish AUHSD with a final invoice for work performed by CONSULTANT. AUHSD shall have no obligation to pay CONSULTANT for work performed after termination of this Agreement.

**19. Organization.**

CONSULTANT shall assign Kim Friends, as project manager. The project manager shall not be removed from the PROJECT, or reassigned without the prior written consent of AUHSD. CONSULTANT shall make every reasonable effort to maintain the stability and continuity of CONSULTANT'S staff assigned to perform the services required under this Agreement.

**20. Notice.**

Any notice or instrument required to be given, or delivered by this Agreement may be given, or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

<b>AUHSD:</b>	<b>CONSULTANT:</b>
Anaheim Union School District	CALIFORNIA SCHOOL MANAGEMENT GROUP, INC.
501 Crescent Way	3130-C Inland Empire Blvd.
Anaheim, CA 92803	Ontario, CA 91764
Attn: Erik Greenwood	Attn: Kim Friends
Phone: (714) 999-3765	Phone: (909) 944-7798
Fax: (714) 758-0571	Fax: (909) 481-7410

and shall be effective upon expiration of three (3) business days, or upon actual receipt thereof.

**21. Third Party Rights.**

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than AUHSD and the CONSULTANT.

**22. Severability and Waiver.**

The unenforceability, invalidity, or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid, or illegal. Waiver by any party of any portion of this Agreement shall not constitute a waiver of any other portion thereof.

**23. Nondiscrimination.**

CONSULTANT shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age physical handicap, medical condition, or marital status in connection with or related to the performance of this Agreement.

**24. Time of the Essence.**

Time is of the essence for each and every provision of this Agreement.

**25. AUHSD's Right to Employ Other CONSULTANTS.**

AUHSD reserves the right to employ other CONSULTANTS in connection with this PROJECT. However, CONSULTANT shall be the exclusive CONSULTANT for purposes of services provided within this Agreement, unless terminated as provided herein.

**26. Successors and Assigns.**

This Agreement shall be binding on the successors and assigns of the parties, and shall not be assigned by CONSULTANT without prior written consent of AUHSD.

**27. Amendments.**

This Agreement shall not be amended, modified, or changed in any way without the written consent of both parties.

**28. Interpretation.**

The agreements contained herein shall not be construed in favor of or against either party but shall be construed as if both parties prepared this Agreement.

**29. Counterparts.**

This Agreement may be executed in counterparts, all of which, when taken together, shall constitute a fully executed original.

**30. Exhibits and Recitals.**

All Exhibits and Recitals contained herein are hereby incorporated into this Agreement.

**31. Tobacco and Drug Free Workplace.**

CONSULTANT acknowledges that AUHSD operates a tobacco and drug free workplace. CONSULTANT shall be responsible to ensure that tobacco products, drugs, and alcohol will not be used by CONSULTANT'S employees, SUB-CONSULTANTS, contractors, subcontractors, material and equipment suppliers, and their agents, employees, invitees, and other persons at the PROJECT site. AUHSD shall have the right to require

the removal of any CONSULTANT, agent, or employee of any of CONSULTANT'S SUB-CONSULTANTS, contractor, subcontractor, material or equipment supplier, and their agents, employees, and invitees from the PROJECT site for use of tobacco products, drugs, or alcohol at the PROJECT site.

**32. Fingerprinting Requirements.**

Unless exempted, the CONSULTANT shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with AUHSD's pupils. The CONSULTANT shall also ensure that its CONSULTANTS on the PROJECT also comply with the requirements of Section 45125.1. To this end, the CONSULTANT and its CONSULTANTS must provide for the completion of AUHSD's certification form attached hereto as Exhibit "C," and incorporated herein by reference prior to any of the CONSULTANT'S employees, or those of any other CONSULTANTS, coming into contact with AUHSD's pupils.

**33. Disabled Veterans Business Enterprise (DVBE).**

If required for this PROJECT, CONSULTANT shall provide proof of DVBE compliance, in accordance with any applicable policies of the AUHSD or the State Allocation Board, within thirty (30) days of its execution of this Agreement.

**34. Authority of Signatories.**

The persons executing this Agreement on behalf of their respective parties represent, and warrant that they have the authority to do so under law, and from their respective parties.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.

ON BEHALF OF AUHSD:

ANAHEIM UNION HIGH SCHOOL DISTRICT

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

Title: Deputy Superintendent

ON BEHALF OF CONSULTANT:

CALIFORNIA SCHOOL MANAGEMENT  
GROUP, INC.

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

Title: Vice President

Federal Tax Identification No. 73-1713662

## EXHIBIT A

### STATEMENT OF WORK

#### **35. Funding Year 2010 Form 470 Planning**

- a. CSM will schedule a kick-off meeting with stakeholders in the E-Rate process and establish deliverables. At a minimum, we suggest that representatives from the following district departments should attend: Business Services, Information Technology, Purchasing, Facilities, and Food Services. CSM highly recommends that this planning meeting be scheduled as soon as possible in order to allow adequate time for effective planning and execution of the E-Rate process.
- b. At a minimum, the following areas should be discussed at the kick-off and any necessary subsequent meetings:
  - i. Review of any current contracts/obligations for E-Rate funded services.
  - ii. Review and discuss the technology and communications needs of the district, for Funding Year 2010 as well as long term needs.
  - iii. Based on needs determined, define those that are eligible for E-Rate funding (Priority One and Priority Two services).
  - iv. Establish and agree upon a list of equipment/services that will be included on the E-Rate Form(s) 470.
  - v. Discuss any procurement regulations and requirements necessary to meet both E-Rate and local procurement guidelines.
  - vi. Review of 2-in-5 rule and its impact on applications for Priority Two services.
  - vii. Calculate and review E-Rate discounts of school sites and district. Strategize on ways to optimize discounts.
  - viii. Review of budget and availability of district's funding sources to meet its share of E-Rate projects.
  - ix. Discuss document retention requirements and responsibilities.
  - x. Create a timeline of deliverables and assign responsibilities.
- c. These areas of discussion will encompass all possible projects, equipment, and services that have the potential for E-Rate funding, including any new services that may be established during the planning meetings:
  - i. **Priority One Services:** Telecommunications (data), Telecommunications (voice), Internet Access, Long Distance, and Cellular.
  - ii. **Priority Two Services:** to be discussed

#### **36. Master Technology Plan Review**

Anaheim Union High School District's three year Master Technology Plan was approved as of 07/01/2008 and will not be up for a complete revision until 06/30/2011 (October 2010).

- a. CSM will review the current plan and determine if it needs to be amended in order to include any planned changes that may be funded by E-Rate.

- b. CSM will make recommendations for any necessary amendments (including budget) as they relate to Funding Year 2010, and will prepare an addendum if requested by the district.

### **37. Form 470 Posting and Issuing of Request for Bid/Proposal**

- a. CSM will prepare for district signature/certification and post E-Rate Form(s) 470 for requested equipment and services in conjunction to the release of any required Request for Bid/Proposal(s) or as part of ongoing tariff/MTM services.
- b. Prior to the posting of the Form(s) 470, CSM will review all Request for Bid/Proposal language with the district's Purchasing department to ensure compliance with E-Rate guidelines.

### **38. Review of Telecommunications Carrier Services and Contracts**

- a. CSM will review all current telecommunications and Internet service providers' bills and contracts. The review will include at a minimum the following components:
  - i. Recurring monthly charges
  - ii. Non-recurring charges
  - iii. Rates
  - iv. Service Level Agreements
  - v. Terms and conditions
  - vi. Time remaining on the contract(s)
  - vii. Basic termination charges
- b. Upon completion of the review CSM will use this information to establish the costs associated with Block 5 of the Form 471 application(s) and make recommendations and assist in negotiating new contracts as needed.
- c. The District will need to include CSM in any communications and Request for Bid/Proposal processes involving carrier services in which CSM may assist the District.

### **39. Form 471 Planning**

CSM will coordinate all necessary steps in order to prepare the Form(s) 471 in order to meet E-Rate guidelines:

- a. **Form 471, Block 4: Calculation of E-Rate discounts.** CSM will work with the district's Food Services department to collect documentation regarding participation in the National School Lunch Program. CSM will calculate the E-Rate discount for all school sites and the district. Additionally, CMS will strategize bundling opportunity for maximum Priority Two application opportunity.
- b. **Form 471, Block 5: Funding Requests**
  - i. **Cost review of current Telecommunications Services (voice).** For existing tariff services, CSM will review the costs for all billed telephone numbers (BTN's) in order to claim all eligible costs for all eligible sites on the Form 471 application. The district must provide access to billing account information during this process.

- ii. **Funding requests for new services.** CSM will prepare funding requests for all newly contracted Priority One and Priority Two services. This will include at a minimum: determining eligible recurring costs, determining eligible non-recurring costs, and preparing cost allocations for any ineligible costs.
- iii. **Form 471, Block 6: Budget documentation.** CSM will collect the necessary budget documentation from Business Services required to complete Block 6 of the Form(s) 471.
- iv. **Contract execution.** CSM will facilitate the execution of all contracts and ATO's (Authorizations to Order) to ensure that they fall within the E-Rate Form 471 filing window (if needed).
- v. **Documentation for Item 21 Attachments.** CSM will collect documentation necessary for all E-Rate Item 21 Attachments.

#### **40. Form(s) 471 Filing**

CSM will prepare for district signature/certification and submit all of the district's Form(s) 471 for E-Rate Funding Year 2010. CSM will determine the ultimate number of Form(s) 471 necessary in conjunction with the district as a result of E-Rate planning, process, number and types of funding requests, and best practices.

- a. At a minimum, CSM will file Form(s) 471 for the following services:
  - i. **Priority One Services:** Telecommunications (data), Telecommunications (voice), Internet Access, Long Distance, and Cellular.
  - ii. **Priority Two Services:** to be discussed.
- b. CSM will also prepare and submit all supporting Item 21 Attachments.

#### **41. Program Integrity Review (PIA)**

CSM will respond to all requests for further information from USAC's PIA regarding Funding Year 2010 applications. This may include: providing documentation regarding calculation of E-Rate discounts, providing further documentation regarding funding requests beyond the Item 21 Attachments, and answering any questions regarding the funding requests.

#### **42. Item 25 Selective Review**

Should the district be selected for an Item 25 Selective Review, CSM will work with the district to collect any additional detailed documentation as required, including detailed budget information, and will prepare the Item 25 response.

#### **43. Filing of Form(s) 486**

Upon receipt of the Funding Commitment Decision Letter (FCDL) and start of services, CSM will file all necessary Form(s) 486 for Funding Year 2010 funding requests. Multiple Form(s) 486 may be necessary due to the number of Priority Two projects. CSM will coordinate the filing of the Form(s) 486 with the start of services (projects) to ensure that they are filed at the correct time.

#### **44. Collection of E-Rate Funds**



CSM will discuss with the district the various methods available to collect approved E-Rate funding. CSM will then work with the selected service providers to ensure that the district receives its approved E-Rate funds:

- a. **Discounts:** Discounts on bills (required for services where CTF is applied). CSM will complete and submit the documentation service providers require (Grids, Data Gathering Forms) in order for district to receive discounts.
- b. **Billed Entity Applicant Reimbursement (BEAR) Form 472:** CSM will prepare and submit BEAR forms for eligible services. The district will receive E-Rate funds in the form of a reimbursement check.
- c. **Service Certifications:** CSM will assist the district and service providers to complete these forms as required for Priority One and Priority Two projects.

#### **45. Form(s) 500 and Invoice Deadline Extension Request(s)**

Should a project funded for Funding Year 2010 not be implemented during the implementation window, CSM, at the district's direction, will file Form(s) 500 to extend the implementation window, or to cancel the funding request. CSM will also file any Invoice Deadline Extension Requests found necessary so that the district receives its approved funding for implemented projects and services for Funding Year 2010.

#### **46. Final Summary**

In working with our large client base CSM has found that the above Scope of Work covers the majority of work involved in successful E-Rate applications and recovery of E-Rate funds. CSM has the flexibility to modify the Scope of Work per an individual district's needs. Should the district identify further services required, we are confident that CSM will be able to accommodate the request.

The cost for services rendered regarding the E-Rate application process as referred to in the Scope of Work above shall amount to **\$23,000.**

#### **ADDITIONAL SERVICES**

The audit documentation requests of the FCC E-Rate program have increased dramatically to include complete funding year end reconciliation documentation. A condition of participation in the E-Rate process is that the applicant is required to maintain documentation to support the attestations and certifications made throughout the application and receipt of funding processes. In addition to previous requests, auditors are requiring asset system verification and detailed documentation of all eligible costs incurred for telecommunications, internet access and all other priority one services. This increased documentation requirement is beyond the scope of our contract. In order to provide coverage for these new audit requests, the District can opt to request that the Consultant develop and maintain audit documentation regarding the E-Rate program on a current (active year) basis and prepare an audit binder that will serve as the documentation

required to be provided to auditors contracted by the Federal Communications Commission (FCC). The service will include copies of all required forms and applications, certifications, approval letters, complete reconciliation documentation for filing year end (whether SPI (Form 474) or BEAR (Form 472)), asset system verification (if applicable) and all back-up documents required for proof of processes. The service includes monthly verification of costs incurred by the applicant for telecommunications, internet access and all other priority one services along with a year end reconciliation of said costs and applicable discounts and copies of paid warrants. This service will be provided for the Year 12 filing period at a fixed cost of **\$4,600**. The cost of this service is not included in the cost of services amount for Services relating to E-Rate in Appendix A of this agreement.

**Please check the appropriate box for designation of service**     **Yes**     **No**

**TOTAL COST FOR ALL SERVICES:     \$27,600.00**

Invoices for services will be provided monthly beginning at final execution (or July 1, 2009 whichever is later) and continuing through June, 2010.

**EXHIBIT B**  
**PROOF OF INSURANCE**

**EXHIBIT C**

**FINGERPRINTING REQUIREMENTS**

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**CONSULTANT CERTIFICATION**

With respect to the Professional Services Agreement dated \_\_\_\_\_, 20\_\_\_\_, by and between the AUHSD and CALIFORNIA SCHOOL MANAGEMENT GROUP, INC. ("CONSULTANT") for the provision of consulting services, CONSULTANT hereby certifies to the AUHSD'S governing boards that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with AUHSD pupils have been convicted of a violent felony listed in Penal Code section 667.5(c), or a serious felony listed in Penal Code section 1192.7(c).

\_\_\_\_\_  
CONSULTANT'S Representative

\_\_\_\_\_  
Date

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**CONSULTANT EXEMPTION**

Pursuant to Education Code section 45122.1, the AUHSD has determined that CALIFORNIA SCHOOL MANAGEMENT GROUP, INC. ("CONSULTANT") is exempt from the criminal background check certification requirements for the service Agreement dated July 1 2009, by and between AUHSD and CONSULTANT ("Agreement") because:

- The CONSULTANT'S employees will have limited contact with AUHSD students during the course of the Agreement; or
- Emergency or exceptional circumstances exist.

\_\_\_\_\_  
AUHSD Official

\_\_\_\_\_  
Date

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**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN  
ANAHEIM UNION HIGH SCHOOL DISTRICT  
AND  
EXCELERATE SOFTWARE, INC.  
FOR INFORMATION/TECHNOLOGY SERVICES**

This Agreement for Professional Services ("Agreement") is made and entered into this 1st day of July, 2009, by and between the **ANAHEIM UNION HIGH SCHOOL DISTRICT** (AUHSD) and **EXCELERATE SOFTWARE, INC.** (CONSULTANT)..

**RECITALS**

1. AUHSD is in need of professional information and technology consulting (I/T) services for professional network engineering services (PROJECT).
2. CONSULTANT is duly licensed and/or has the necessary qualifications to provide such I/T services for the PROJECT.
3. The parties desire by this Agreement to establish the terms for AUHSD to retain CONSULTANT to provide the I/T services described herein.

**AGREEMENT**

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. **Services.**

CONSULTANT shall provide AUHSD with I/T services for the PROJECT as described in the Statement of Services attached hereto as **Exhibit "A"** and hereby made a part of this Agreement.

2. **Compensation.**

- a. Subject to paragraphs 2(b) - (c) below, AUHSD shall pay for the services provided by CONSULTANT in accordance with the Statement of Services set forth in Exhibit "A".
- b. Each month CONSULTANT shall furnish AUHSD with an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by categories, including labor, travel, materials, equipment, supplies, sub-CONSULTANT charges and miscellaneous expenses. AUHSD shall independently review each invoice submitted to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in paragraph 2(d). In the event any charges or expenses are disputed, the original invoice shall be returned by AUHSD to CONSULTANT for correction and resubmission.
- c. Except as to any charges for work performed or expenses incurred by CONSULTANT which are disputed by AUHSD, AUHSD will use its best efforts to cause CONSULTANT to be paid within thirty (30) days of receipt of CONSULTANT'S invoice. Payment to CONSULTANT for work performed pursuant to this Agreement shall not be deemed to waive any defects in the work performed by CONSULTANT.

**3. Additional Work.**

CONSULTANT shall not be compensated for any services outside of the Scope of Services, except as provided in this paragraph. If changes in the work seem merited by CONSULTANT or AUHSD, and informal consultations with the other party indicate that a change is warranted, a change in scope of the work shall be processed by AUHSD in the following manner:

- a. A letter outlining the changes shall be forwarded to AUHSD by CONSULTANT with a statement of estimated changes in fee or time schedule; and
- b. A written amendment to this Agreement shall be prepared by AUHSD and executed by both parties before performance of such services or AUHSD will not be required to pay for the changes in the scope of work. Such written amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

**4. Maintenance of Records.**

Books, documents, papers, accounting records, and other evidence pertaining to work done, and costs incurred pursuant to this Agreement shall be maintained by CONSULTANT and made available for inspection, audit, and copying by AUHSD at all reasonable times during the term of this Agreement and for four (4) years from the date of final payment under the Agreement.

**5. Ownership and Use of Work.**

All documents and materials prepared pursuant to this Agreement shall be considered the property of AUHSD, and will be turned over to AUHSD upon demand, in any event upon completion of the work. AUHSD reserves the right to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other documents and materials prepared under this Agreement without the permission of CONSULTANT. All documents and materials shall be delivered in a reproducible form. As used herein, "documents and materials" include, but are not limited to, any original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, and computer files prepared or developed pursuant to this Agreement.

**6. Findings Confidential.**

Any reports, information, data, or materials given to, or prepared, or assembled by CONSULTANT under this Agreement are confidential and shall not be made available to any individual or organization by CONSULTANT without prior written approval of AUHSD.

**7. Conflict of Interest.**

CONSULTANT hereby expressly covenants that no interest presently exists, nor shall any interest, direct or indirect, be acquired during the term of this Agreement that would conflict in any manner with the performance of services pursuant to this Agreement.

**8. Term of Agreement and Time of Performance.**

CONSULTANT shall perform its services hereunder in a prompt and timely manner. Work shall commence upon receipt of a written Notice to Proceed from AUHSD. The Notice to Proceed shall set forth the date of commencement of the work. The term of

this Agreement shall be for a period of one (1) year from the date of execution of this Agreement. Such term may be extended upon written agreement of both AUHSD and CONSULTANT.

**9. Delays in Performance.**

Neither AUHSD nor CONSULTANT shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions: floods, earthquakes, fire, epidemics, war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances: sabotage, or judicial restraint.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance, and the efforts being made to resume performance of this Agreement.

**10. Compliance with Law.**

- a. CONSULTANT shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government. If CONSULTANT'S failure to comply with applicable laws, ordinances, codes, and regulations results in a claim for damage or liability to AUHSD, CONSULTANT shall be responsible for indemnifying, and holding AUHSD harmless as provided in this Agreement.
- b. CONSULTANT shall assist AUHSD, as requested, in obtaining and maintaining all permits, if any, required of CONSULTANT by federal, state, and local regulatory agencies.

**11. Standard of Care.**

CONSULTANT'S services will be performed in accordance with generally accepted professional practices and principles, and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

**12. Assignment and SubCONSULTANTS.**

CONSULTANT shall not assign, delegate, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of AUHSD, which may be withheld for any reason. A consent to one assignment shall not be deemed to be consent to any subsequent assignment. Nothing contained herein shall prevent CONSULTANT from employing independent associates, and SUB-CONSULTANTS, as CONSULTANT may deem appropriate to assist in the performance of services hereunder.

**13. Independent CONSULTANT.**

CONSULTANT is retained as an independent CONSULTANT and is not an agent or employee of AUHSD. No employee or agent of CONSULTANT shall by this Agreement become an agent or employee of AUHSD. The work to be performed shall be in accordance with the Statement of Work described in Exhibit "A", subject to such directions and amendments from AUHSD as herein provided. CONSULTANT shall have no authority, expressed or implied, pursuant to this Agreement to bind AUHSD to any obligation whatsoever, except as specifically provided in writing by AUHSD.

**14. Integration.**

This Agreement represents the entire understanding of AUHSD and CONSULTANT as to those matters contained herein, and supersedes and cancels any prior oral, or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified, or altered except in writing, signed by both parties hereto. This is an integrated Agreement.

**15. Insurance.**

a. Commercial General Liability

- (i). CONSULTANT shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to AUHSD.
- (ii). Coverage for Commercial General Liability insurance shall be at least as broad as the following:
  - (1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001)
- (iii). Commercial General Liability Insurance must include coverage for the following:
  - (1) Bodily Injury and Property Damage
  - (2) Personal Injury/Advertising Injury
  - (3) Premises/Operations Liability
  - (4) Products/Completed Operations Liability
  - (5) Aggregate Limits that Apply per PROJECT
  - (6) Explosion, Collapse and Underground (UCX) exclusion deleted
  - (7) Contractual Liability with respect to this Contract
  - (8) Broad Form Property Damage
  - (9) Independent CONSULTANT'S Coverage
- (iv). The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by AUHSD.

b. Automobile Liability

- (i). At all times during the performance of the work under this Agreement, CONSULTANT shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned, and hired vehicles, in a form and with insurance companies acceptable to AUHSD.
- (ii). Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 0001 (ed. 6/92) covering automobile liability, Code 1 (any auto).



- (iii). The automobile liability program may utilize deductibles, but not a self-insured retention, subject to written approval by AUHSD.

c. Workers' Compensation/Employer's Liability

- (i). At all times during the performance of the work under this Agreement, and for 24 months following the date of PROJECT completion and acceptance by AUHSD, the CONSULTANT shall maintain workers' compensation in compliance with applicable statutory requirements, and Employer's Liability Coverage in amounts indicated herein.
- (ii). Such insurance shall include an insurer's Waiver of Subrogation in favor of AUHSD, and will be in a form and with insurance companies acceptable to AUHSD.
- (iii). If insurance is maintained, the workers' compensation and employer's liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by AUHSD.
- (iv). Before beginning work, CONSULTANT shall furnish to AUHSD satisfactory proof that he/she has taken out for the period covered by the work under this Agreement, full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California, and any acts amendatory thereof. CONSULTANT shall require all SUB-CONSULTANTS to obtain and maintain, for the period covered by the work under this Agreement, worker's compensation of the same type, and limits as specified in this Section.

d. Professional Liability (Errors and Omissions).

- (i). At all times during the performance of the work under this Agreement, CONSULTANT shall maintain professional liability insurance, in a form and with insurance companies acceptance to AUHSD and in an amount indicated herein.

e. Minimum Policy Limits Required.

- (i). The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability	\$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Employer's Liability	\$1,000,000 per occurrence
Professional Liability (errors and omissions)	\$1,000,000 per claim and aggregate

f. Evidence Required.

- (i). Prior to execution of the Agreement, CONSULTANT shall file with AUHSD evidence of insurance from an insurer, or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 2010 (or insurer's equivalent) signed by the insurer's representative, and Certificate of Insurance (Accord Form 25-S or equivalent). All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer, and shall certify the names of the insured, any additional primary insureds, where appropriate, the type and amount of the insurance, the location, and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required.

- (i). All policies shall contain a provision for 30 days advance written notice by the insurer(s) to AUHSD of any cancellation. Statements that the carrier "will endeavor," and "that failure to mail such notice shall impose no obligation and liability upon the company, its agents or representatives," will not be acceptable on certificates.
- (ii). All policies shall contain a provision stating that CONSULTANT'S policies are primary insurance, and that the insurance of AUHSD, or any named insureds shall not be called upon to contribute to any loss.

h. Qualifying Insurers.

- (i). All policies required shall be issued by acceptable insurance companies, as determined by AUHSD, which satisfy the following minimum requirements:

Insurance carriers shall be qualified to do business in California and maintain an agent for process within the state. Such insurance carrier shall have not less than an "A-" policyholder's rating and a financial rating of not less than "Class VII" according to the latest Best Key Rating Guide.

I. Additional Insurance Provisions

- (i). The foregoing requirements as to the types, and limits of insurance coverage to be maintained by CONSULTANT, and any approval of said insurance by AUHSD, is not intended to, and shall not in any manner limit, or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.
- (ii). If at any time during the life of the Agreement, CONSULTANT fails to maintain in full force any insurance required by the Agreement documents, AUHSD may terminate the Agreement.
- (iii). CONSULTANT shall include all SUB-CONSULTANTS as insureds under its policies, or shall furnish separate certificates and endorsements for each

SUB-CONSULTANT. All coverages for SUB-CONSULTANTS shall be subject to all of the requirements stated herein.

- (iv). AUHSD may require CONSULTANT to provide complete copies of all insurance policies in effect for the duration of the PROJECT.
- (v). Neither AUHSD, nor its Governing Board, nor any member of thereof, nor any of the directors, officers, employees, agents, or volunteers of AUHSD shall be personally responsible for any liability arising under or by virtue of the Agreement.
- (vi). Evidence of insurance shall be retained by AUHSD as Exhibit "B" attached hereto.

**16. Indemnification.**

CONSULTANT agrees to protect, save, defend and hold harmless AUHSD, its Governing Board and each member thereof, its officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, to the extent arising out of or in any way connected with the negligent acts, errors or omissions or willful misconduct by CONSULTANT, CONSULTANT'S agents, officers, employees, SUB-CONSULTANTS, or independent CONSULTANTS hired by CONSULTANT under this Agreement. The only exception to CONSULTANT'S responsibility to protect, save, defend and hold harmless AUHSD, is where a claim, liability, expense, or damage occurs due to the sole negligence, willful misconduct, or active negligence of AUHSD. This hold harmless Agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT.

**17. Laws, Venue, and Attorneys' Fees.**

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Orange, State of California. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, as determined by the court.

**18. Termination or Abandonment.**

- a. AUHSD may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to CONSULTANT. In the event such notice is given, CONSULTANT shall cease immediately all work in progress.
- b. If either CONSULTANT or AUHSD fail to perform any material obligation under this Agreement, then, in addition to any other remedies, AUHSD or CONSULTANT may terminate this Agreement immediately upon written notice.
- c. Upon termination of this Agreement, all property belonging to AUHSD which is in CONSULTANT'S possession shall be returned to AUHSD. CONSULTANT shall furnish AUHSD with a final invoice for work performed by CONSULTANT. AUHSD shall have no obligation to pay CONSULTANT for work performed after termination of this Agreement.

**19. Organization.**

CONSULTANT shall assign Damian Mendoza, as project manager. The project manager shall not be removed from the PROJECT, or reassigned without the prior written consent of AUHSD. CONSULTANT shall make every reasonable effort to maintain the stability and continuity of CONSULTANT'S staff assigned to perform the services required under this Agreement.

**20. Notice.**

Any notice or instrument required to be given, or delivered by this Agreement may be given, or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

<b>AUHSD:</b>	<b>CONSULTANT:</b>
Anaheim Union School District	Excelerate Software, Inc.
501 Crescent Way	20532 El Toro Rd., Suite 205
Anaheim, CA 92803	Mission Viejo, CA 92692
Attn: Erik Greenwood	Attn: Damian Mendoza
Phone: (714) 999-3765	Phone: (949) 218-3337
Fax: (714) 758-0571	Fax: (949) 586-0098

and shall be effective upon expiration of three (3) business days, or upon actual receipt thereof.

**21. Third Party Rights.**

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than AUHSD and the CONSULTANT.

**22. Severability and Waiver.**

The unenforceability, invalidity, or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid, or illegal. Waiver by any party of any portion of this Agreement shall not constitute a waiver of any other portion thereof.

**23. Nondiscrimination.**

CONSULTANT shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age physical handicap, medical condition, or marital status in connection with or related to the performance of this Agreement.

**24. Time of the Essence.**

Time is of the essence for each and every provision of this Agreement.

**25. AUHSD's Right to Employ Other CONSULTANTS.**

AUHSD reserves the right to employ other CONSULTANTS in connection with this PROJECT. However, CONSULTANT shall be the exclusive CONSULTANT for purposes of services provided within this Agreement, unless terminated as provided herein.

**26. Successors and Assigns.**

This Agreement shall be binding on the successors and assigns of the parties, and shall not be assigned by CONSULTANT without prior written consent of AUHSD.

**27. Amendments.**

This Agreement shall not be amended, modified, or changed in any way without the written consent of both parties.

**28. Interpretation.**

The agreements contained herein shall not be construed in favor of or against either party but shall be construed as if both parties prepared this Agreement.

**29. Counterparts.**

This Agreement may be executed in counterparts, all of which, when taken together, shall constitute a fully executed original.

**30. Exhibits and Recitals.**

All Exhibits and Recitals contained herein are hereby incorporated into this Agreement.

**31. Tobacco and Drug Free Workplace.**

CONSULTANT acknowledges that AUHSD operates a tobacco and drug free workplace. CONSULTANT shall be responsible to ensure that tobacco products, drugs, and alcohol will not be used by CONSULTANT'S employees, SUB-CONSULTANTS, contractors, subcontractors, material and equipment suppliers, and their agents, employees, invitees, and other persons at the PROJECT site. AUHSD shall have the right to require the removal of any CONSULTANT, agent, or employee of any of CONSULTANT'S SUB-CONSULTANTS, contractor, subcontractor, material or equipment supplier, and their agents, employees, and invitees from the PROJECT site for use of tobacco products, drugs, or alcohol at the PROJECT site.

**32. Fingerprinting Requirements.**

Unless exempted, the CONSULTANT shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with AUHSD's pupils. The CONSULTANT shall also ensure that its CONSULTANTS on the PROJECT also comply with the requirements of Section 45125.1. To this end, the CONSULTANT and its CONSULTANTS must provide for the completion of AUHSD's certification form attached hereto as Exhibit "C," and incorporated herein by reference prior to any of the CONSULTANT'S employees, or those of any other CONSULTANTS, coming into contact with AUHSD's pupils.

**33. Disabled Veterans Business Enterprise (DVBE).**

If required for this PROJECT, CONSULTANT shall provide proof of DVBE compliance, in accordance with any applicable policies of the AUHSD or the State Allocation Board, within thirty (30) days of its execution of this Agreement.

**34. Authority of Signatories.**

The persons executing this Agreement on behalf of their respective parties represent, and warrant that they have the authority to do so under law, and from their respective parties.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.

ON BEHALF OF AUHSD:

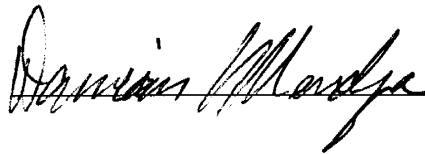
ANAHEIM UNION HIGH SCHOOL  
DISTRICT

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

Title: Deputy Superintendent

ON BEHALF OF CONSULTANT:

EXCELERATE SOFTWARE, INC.

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

Title: President

Federal Tax Identification No. 26-3967195

**EXHIBIT A**

**STATEMENT OF WORK**

**[ATTACHED BEHIND THIS COVER PAGE]**





July 1, 2009

## **STATEMENT of WORK**

Mr. Erik Greenwood  
Information Services  
Anaheim Union High School District  
501 Crescent Way  
Anaheim, CA 92803

Dear Mr. Greenwood,

Excelerate Software is pleased to propose a System Consultant to the Anaheim Union High School District. The Excelerate Software consultant will provide assistance with management of the Anaheim Union High School District computer systems, support of network devices, installation and configuration of servers, Personal Computers and peripherals.

The Excelerate Software System Consultant will perform the following tasks:

- 1) Provide support for network devices such as network switches, Cisco routers, Fortinet Firewall, VLANs, WAN connectivity and network performance trouble-shooting.
- 2) Provide support for the E-Mail Exchange Server, Outlook Web Access Front End Servers, Outlook Client application trouble-shooting and install software upgrades and patches as needed.
- 3) Provide support for the Servers running the Student System application, Active Directory Servers, DNS, Web Servers and File Server.
- 4) Provide assistance and direction with new hardware and software implementations.

The time estimate of the effort is based on Excelerate Software's present understanding of Anaheim Union High School District's requirements. The estimated time for this project during the time period of July 1, 2009 to June 30, 2010 is seventy-five hours at \$200.00 per hour. The cost for seventy-five hours of service is \$15,000.00.

If additional effort is required, Excelerate Software will furnish you with a new estimate, and will continue work, subject to availability of personnel, only after receiving written authorization from you. Should the effort require less time than originally estimated, The Anaheim Union High School District will be invoiced only for those hours actually worked. This offer is valid for thirty calendar days from the date of the offer. Any modification to this letter will require written approval by Excelerate Software before services may begin.

To order this service, please return to us your purchase order or a written authorization to bill.

We look forward to working with you on your continued system implementation effort and hope to receive your order in the near future. Upon receipt of valid purchase order, work will commence on the date we mutually determine.

Please contact us if you have any questions about this letter.

Sincerely,

A handwritten signature in black ink, appearing to read "Damian Mendoza". The signature is fluid and cursive, with a large initial "D" and "M".

Damian Mendoza  
Excelerate Software, Inc.  
29222 Rancho Viejo Rd., Suite 114  
San Juan Capistrano, CA 92675  
949-218-3337

**EXHIBIT B**  
**PROOF OF INSURANCE**

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

MJP  
P1DC 04-20-2009

**PRODUCER**  
ELKINS-JONES INS AGCY INC/PHS  
250993 P: (866) 467-8730 F: (877) 905-0457  
PO BOX 33015  
SAN ANTONIO TX 78265

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

**INSURED**  
EXCELERATE SOFTWARE INC  
29222 RANCHO VIEJO RD STE 114  
SAN JUAN CAPISTRANO CA 92675

INSURER A: The Hartford Ins Group  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:

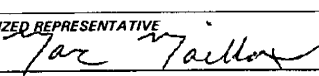
**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$
					FIRE DAMAGE (Any one fire)	\$
					MED EXP (Any one person)	\$
					PERSONAL & ADV INJURY	\$
					GENERAL AGGREGATE	\$
					PRODUCTS - COMP/OP AGG	\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	72 WBC PE1425	08/26/08	08/26/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER	
					E.L. EACH ACCIDENT	\$1,000,000
					E.L. DISEASE - EA EMPLOYEE	\$1,000,000
					E.L. DISEASE - POLICY LIMIT	\$1,000,000
	OTHER					

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**

Those usual to the Insured's Operations.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Anaheim Union High School District 501 N CRESCENT WAY ANAHEIM, CA 92801		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE (10 DAYS FOR NON-PAYMENT) TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE 

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

KAS  
U022 04-20-2009

**PRODUCER**  
BANC OF AMERICA INS SERVICES INC  
480204 P: (800) 771-9055 F: (800) 771-6080  
308 FARMINGTON AVE  
FARMINGTON CT 06032

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURERS AFFORDING COVERAGE**

**INSURED**  
EXCELERATE SOFTWARE INC  
29222 RANCHO VIEJO RD STE 114  
SAN JUAN CAPISTRANO CA 92675

INSURER A: Hartford Casualty Ins Co  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<b>GENERAL LIABILITY</b>	48 SBW LR5227	06/14/09	06/14/10	EACH OCCURRENCE	\$1,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$300,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$10,000
	<input checked="" type="checkbox"/> General Liab				PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG	\$2,000,000
A	<b>AUTOMOBILE LIABILITY</b>	48 SBW LR5227	06/14/09	06/14/10	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident)	\$
<input checked="" type="checkbox"/> NON-OWNED AUTOS						
	<b>GARAGE LIABILITY</b>					
	<input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
	<b>EXCESS LIABILITY</b>				EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
	<input type="checkbox"/> DEDUCTIBLE					\$
	RETENTION \$					\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				WC STATU-TORY LIMITS	OTH-ER
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
	<b>OTHER</b>					

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**

Those usual to the Insured's Operations. Anaheim Union School District is listed as an Additional Insured per the Business Liability Coverage Form SS0008 attached to the above policy.

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER: **A**

**CANCELLATION**

Anaheim Union Highschool District  
501 CRESENT WAY  
ANAHEIM, CA 92803

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE (10 DAYS FOR NON-PAYMENT) TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Jac Mailbox*

**EXHIBIT C**

**FINGERPRINTING REQUIREMENTS**

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**CONSULTANT CERTIFICATION**

With respect to the Professional Services Agreement dated \_\_\_\_\_, 20\_\_\_\_, by and between the AUHSD and EXCELERATE SOFTWARE, INC. ("CONSULTANT") for the provision of consulting services, CONSULTANT hereby certifies to the AUHSD'S governing boards that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with AUHSD pupils have been convicted of a violent felony listed in Penal Code section 667.5(c), or a serious felony listed in Penal Code section 1192.7(c).

\_\_\_\_\_  
CONSULTANT'S Representative

\_\_\_\_\_  
Date

---

**CONSULTANT EXEMPTION**

Pursuant to Education Code section 45122.1, the AUHSD has determined that EXCELERATE SOFTWARE, INC. ("CONSULTANT") is exempt from the criminal background check certification requirements for the service Agreement dated \_\_\_\_\_ 20\_\_\_\_, by and between AUHSD and CONSULTANT ("Agreement") because:

- \_\_\_ The CONSULTANT'S employees will have limited contact with AUHSD students during the course of the Agreement; or
- \_\_\_ Emergency or exceptional circumstances exist.

\_\_\_\_\_  
AUHSD Official

\_\_\_\_\_  
Date

---

---

Educational Networks Inc. Acceptance Date June 4, 2009

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

**Educational Networks Inc.,**

**A "C" Corporation**  
111 John Street, Suite 515  
New York, NY 10038

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

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EXHIBIT "A" - INITIAL ORDER SCHEDULE



## 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, Contract Enhancements, 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 EDUCATIONAL NETWORKS with respect to Licensed Product, now or in the future, including but not limited to instructions, on-line help messages from EDUCATIONAL NETWORKS technical support, and manuals of the licensor which contain, describe, explain or otherwise relate to Licensed Product. One (1) copy of EDUCATIONAL NETWORKS' 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 EDUCATIONAL NETWORKS web site.

**Contract Enhancements/Development:** Any software, documentation, database, or other intellectual property supplied by EDUCATIONAL NETWORKS under the terms of this Agreement, or on a separate Task Order, or listed on the initial Order Schedule attached to this Agreement, and:

1. Have been mutually agreed to by EDUCATIONAL NETWORKS and the Customer as Contract Enhancements
2. Will be released by EDUCATIONAL NETWORKS as part of products as listed in Exhibit "A", and
3. Will be maintained by EDUCATIONAL NETWORKS as part of the Annual Maintenance and Support.

**Custom Programs/Development.** Any software, documentation, database, or other intellectual property supplied by EDUCATIONAL NETWORKS, or developed by the Customer under the terms of this Agreement, or on separate Task Order, or listed on the initial Order Schedule attached to this Agreement and:

1. Have been mutually agreed to by EDUCATIONAL NETWORKS and the Customer are not Contract Enhancements, and
2. Will not be released by EDUCATIONAL NETWORKS as part of products as listed in Exhibit "A", and
3. Will not be maintained by EDUCATIONAL NETWORKS as part of Annual Maintenance and Support.

**Customer Modifications.** Any Contract Enhancement, Custom Programs, or other modification of the Licensed Product or any Third Party Software undertaken by EDUCATIONAL NETWORKS 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 a Task Order Schedule, which 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".

**Task Order.** A Task Order is an extension of the initial Order Schedule. Task Orders, like an Order Schedule shall set forth in writing any additional (to the initial Order Schedule) Licensed Product, Customer Programs, Third Party Software, Support Services or other services to be provided by EDUCATIONAL NETWORKS to Customer, the scope of such services, delivery schedule, cost and payment terms. Any additional products or services to be provided by EDUCATIONAL NETWORKS which are not already covered by this Agreement will be documented through the Task Order and shall be subject to prior execution by Customer. Each such Task Order shall be attached to this Agreement.

**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 EDUCATIONAL NETWORKS 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) EDUCATIONAL NETWORKS' 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 EDUCATIONAL NETWORKS 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 as applicable.

**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 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 EDUCATIONAL NETWORKS to Customer, the scope of such services, delivery schedule, cost and payment terms associated with this RFP award. The initial Order Schedule is attached hereto as Exhibit "A". Any additional products or services to be provided by EDUCATIONAL NETWORKS which are not already covered by this Agreement or an existing Order Schedule will be documented via a Task Order process and shall be subject to prior execution by Customer. Each such additional Task Order shall be attached to this Agreement. In the event that an Order Schedule or Task Order is executed pursuant to EDUCATIONAL NETWORKS' 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 EDUCATIONAL NETWORKS.

#### 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. If unlimited sites are indicated, the Customer is limited to the schools within the school district boundaries..

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 EDUCATIONAL NETWORKS in advance of any change and pays any applicable license upgrade charges.

#### DEFINITIONS OF SUPPORT POLICIES/SCHEDULE

Program Temporary Fix (PTF) shall mean a patch or corrective update of Licensed Product which EDUCATIONAL NETWORKS 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 EDUCATIONAL NETWORKS.

New Release shall mean an update of Licensed Product issued by EDUCATIONAL NETWORKS as a "New Release", which includes all PTF's, together with such other corrective updates and improvements to Licensed Product which EDUCATIONAL NETWORKS 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 EDUCATIONAL NETWORKS. 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.

New Version shall mean an upgrade of Licensed Product issued by EDUCATIONAL NETWORKS as a "New Version" which includes all PTF's, together with such other corrective updates and

major enhancements and improvements to Licensed Product which EDUCATIONAL NETWORKS 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 EDUCATIONAL NETWORKS. 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.

New Products shall mean new program products of EDUCATIONAL NETWORKS, 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.

Telephone Support shall mean telephone support services, Monday through Friday (8:30AM-8:00PM Eastern Time Zone), exclusive of EDUCATIONAL NETWORKS 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 EDUCATIONAL NETWORKS customer and are listed as such on an Order Schedule or Task Order.

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.

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.

Support Term shall mean the length of time Support Services are provided hereunder.

Support Services shall mean those services provided hereunder for the Licensed Product specified.

Designated Contact shall mean only pre-designated personnel representing Customer are authorized to contact EDUCATIONAL NETWORKS to obtain support.

## 1. LICENSE GRANT.

1.1 Basic Terms. Subject to the terms and conditions of this Agreement, EDUCATIONAL NETWORKS 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. 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 Intentionally Deleted.

1.4 Intentionally Deleted.

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 EDUCATIONAL NETWORKS 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 EDUCATIONAL NETWORKS 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 EDUCATIONAL NETWORKS. 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.

EDUCATIONAL NETWORKS agrees that the data stored in the EDUCATIONAL NETWORKS 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, EDUCATIONAL NETWORKS 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.

EDUCATIONAL NETWORKS reserves the right to utilize Customer Account to provide statistical information, such as usage, average costs, time values or user traffic patterns in aggregate form to 3<sup>rd</sup> parties or to service subscribers.

2.3. Intentionally Deleted.

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 EDUCATIONAL NETWORKS 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 EDUCATIONAL NETWORKS. 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 EDUCATIONAL NETWORKS contained in such media.

#### 4. SERVICES, SUPPORT, AND EQUIPMENT.

EDUCATIONAL NETWORKS shall provide such professional services and support services at the terms and price as agreed to by EDUCATIONAL NETWORKS 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"). EDUCATIONAL NETWORKS shall use its best efforts to ensure that the timeline set forth in the Implementation Schedule is followed, provided, however, that EDUCATIONAL NETWORKS is not responsible for any delays in the timeline which occur as a result of action items which are the responsibility of Customer. EDUCATIONAL NETWORKS 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 EDUCATIONAL NETWORKS and Customer.

#### 5. CHARGES AND PAYMENTS.

5.1. Fees and Taxes. Customer agrees to pay to EDUCATIONAL NETWORKS 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 EDUCATIONAL NETWORKS' income. Customer agrees to pay, within forty-five (45) 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 EDUCATIONAL NETWORKS by any governmental agency on any aspect of the transaction contemplated hereby. If Customer claims tax exempt status, Customer agrees to provide EDUCATIONAL NETWORKS with evidence of such tax exemption upon the request of EDUCATIONAL NETWORKS. 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 EDUCATIONAL NETWORKS).

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 45 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 EDUCATIONAL NETWORKS and its representatives, within a reasonable time upon EDUCATIONAL NETWORKS' written request, such books and records of Customer as are reasonably necessary for EDUCATIONAL NETWORKS to accurately determine the amount owing by customer hereunder. EDUCATIONAL NETWORKS 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. EDUCATIONAL

NETWORKS will notify Customer, during Customer's normal business hours, of its intent to remotely access the hardware and software utilized for EDUCATIONAL NETWORKS' products. Upon completion of the maintenance and support Customer will block access. EDUCATIONAL NETWORKS 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 EDUCATIONAL NETWORKS.

5.4. Disputes. In the event of a disputed invoice, Customer shall provide written notice of such dispute to EDUCATIONAL NETWORKS at the address listed in this agreement. Such notice shall be provided to EDUCATIONAL NETWORKS 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. EDUCATIONAL NETWORKS 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 EDUCATIONAL NETWORKS and Customer to resolve any issues. In the event that Customer does not agree to EDUCATIONAL NETWORKS' response, Customer shall notify EDUCATIONAL NETWORKS 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 EDUCATIONAL NETWORKS completes all mutually agreed to action steps within a reasonable time but not later than the agreed time to remedy the disputed matter. If EDUCATIONAL NETWORKS is unable to complete all action steps in a mutually agreed to resolution plan because Customer has not completed the action required of them, EDUCATIONAL NETWORKS 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 EDUCATIONAL NETWORKS for travel, lodging, and related expenses incurred by EDUCATIONAL NETWORKS 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 EDUCATIONAL NETWORKS and then only on a fixed per diem basis. EDUCATIONAL NETWORKS reserves the right not to provide on-site services unless Customer and EDUCATIONAL NETWORKS can agree on a reasonable per diem.

6. Intentionally Deleted.

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. EDUCATIONAL NETWORKS 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 EDUCATIONAL NETWORKS are subject to cancellation by Customer only with the written consent of EDUCATIONAL NETWORKS, and upon payment of reasonable cancellation charges which shall take into account expenses already incurred by and firm contractual commitments made by EDUCATIONAL NETWORKS. EDUCATIONAL NETWORKS 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. EDUCATIONAL NETWORKS 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 EDUCATIONAL NETWORKS. 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;
  - 9.3. Remedies. In the event of an uncured breach, including nonpayment of fees, of this Agreement by Customer, EDUCATIONAL NETWORKS 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 EDUCATIONAL NETWORKS' rights and Customer's obligations hereunder, including reasonable attorneys' fees. EDUCATIONAL NETWORKS' 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 EDUCATIONAL NETWORKS shall impair or affect its right to exercise the same. In the event of an uncured breach of this Agreement by EDUCATIONAL NETWORKS 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 EDUCATIONAL NETWORKS' 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 Section 2.2 could result in irreparable injury to EDUCATIONAL NETWORKS. Accordingly, EDUCATIONAL NETWORKS shall have the right to secure equitable relief against any actual or threatened breach of any provisions of Section 2.2
  - 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. EDUCATIONAL NETWORKS' remedies for Customer's breach of this Agreement, together with the provisions of Sections 3, 5, 7, 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. Intentionally Deleted.



9.7. Intentionally Deleted.

10. LIMITATION OF LIABILITY. EDUCATIONAL NETWORKS 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 EDUCATIONAL NETWORKS 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.
- 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 EDUCATIONAL NETWORKS harmless from any and all liability and claims against EDUCATIONAL NETWORKS 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 EDUCATIONAL NETWORKS. EDUCATIONAL NETWORKS 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 EDUCATIONAL NETWORKS 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. Intentionally Deleted.

14. LIMITED WARRANTIES.

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

14.1. Delivery. For the purposes of this Agreement, "Delivery" shall occur when Educational Networks creates and provides Customer with an account in the Educational Networks system.

14.2. Conformity to Specifications. EDUCATIONAL NETWORKS 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 EDUCATIONAL NETWORKS' reasonable efforts to do so. Notwithstanding the foregoing, EDUCATIONAL NETWORKS warrants that the Licensed Products will be functional no less than 98% of the time. EDUCATIONAL NETWORKS 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 EDUCATIONAL NETWORKS in writing and provide EDUCATIONAL NETWORKS with sufficient detail to allow EDUCATIONAL NETWORKS to reproduce the problem. After receiving such notification, EDUCATIONAL NETWORKS will undertake to correct the problem within a reasonable time by programming corrections, reasonable "work-around" solutions and/or Documentation corrections. If EDUCATIONAL NETWORKS is unable to correct the problem after a reasonable opportunity, EDUCATIONAL NETWORKS 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. EDUCATIONAL NETWORKS 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. EDUCATIONAL NETWORKS warrants, to its knowledge, that neither the Licensed Product in the form delivered by EDUCATIONAL NETWORKS 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 EDUCATIONAL NETWORKS or Third Party Software, or any use of the Licensed Product outside of the United States. EDUCATIONAL NETWORKS will hold Customer harmless from any valid third party claim of infringement which constitutes a breach of the foregoing warranty, provided that EDUCATIONAL NETWORKS 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, EDUCATIONAL NETWORKS 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 EDUCATIONAL NETWORKS AS TO WARRANTIES FOR THE LICENSED PRODUCTS LISTED ON ANY ORDER SCHEDULE ATTACHED HERETO UNLESS OTHERWISE SPECIFICALLY SET FORTH THEREIN. EDUCATIONAL NETWORKS 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. 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 will be left to the sole discretion of Customer.

17. FEES. Any applicable charges for the initial Support Term are specified in the attached initial Order Schedule. For Renewal Terms, Customer shall pay EDUCATIONAL NETWORKS' 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 of similar size (15,000 – 60,000 ADA) 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 of similar size (15,000 – 60,000 ADA) 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 EDUCATIONAL NETWORKS provides, in its discretion, services requested by Customer that are outside the scope of Support Services specified in this Agreement, EDUCATIONAL NETWORKS and Customer shall agree on a new Task Order setting forth the terms for such additional services prior to such work commencing.

18. SUPPORT SERVICES. EDUCATIONAL NETWORKS 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.
- 18.2. Custom Programs. For Custom Programs, Support Services are available only on a time and materials basis at EDUCATIONAL NETWORKS' then current rates and charges for such services unless otherwise agreed in writing with Customer.
- 18.3. Intentionally Deleted.
- 18.4. Intentionally Deleted.
- 18.5. Intentionally Deleted.
- 18.6. Training. EDUCATIONAL NETWORKS will provide the Support Services described herein only if Customer purchases the minimum required training outlined in the attached initial Order Schedule from either EDUCATIONAL NETWORKS or a third party who has been certified by EDUCATIONAL NETWORKS to supply such training concurrently with its signing of the Agreement. Customer may purchase training from EDUCATIONAL NETWORKS 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 EDUCATIONAL NETWORKS 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, EDUCATIONAL NETWORKS will provide Support Services to it only on a time and materials basis, at EDUCATIONAL NETWORKS' then current rates and terms.
19. Intentionally Deleted.
20. CUSTOMER RESPONSIBILITIES. To receive Support Services, Customer shall: (a) report errors or suspected errors for which support services are needed, and supply EDUCATIONAL NETWORKS 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 EDUCATIONAL NETWORKS 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 EDUCATIONAL NETWORKS, except for Third Party Software provided by EDUCATIONAL NETWORKS, which shall be compatible with Licensed Product; (f) timely install all PTF's, New Releases and New Versions supplied by EDUCATIONAL NETWORKS 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. EDUCATIONAL NETWORKS shall have no liability for late or malfunctioning installations caused by late or non-working equipment. EDUCATIONAL NETWORKS 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 and providing Customer with access to its Educational Networks account 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. EDUCATIONAL NETWORKS will use its best efforts to comply with such timeline provided, however, that EDUCATIONAL NETWORKS 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

EDUCATIONAL NETWORKS LICENSED PRODUCT AGREEMENT NO. 02027 EDUCATIONAL NETWORKS

Acceptance Date: June 4, 2009 LICENSED PRODUCT AGREEMENT

This Licensed Product Agreement, together with all Schedules ("Agreement") is by and between EDUCATIONAL NETWORKS, Inc., a New York corporation, having offices at 3000 South Robertson Blvd. Suite 288, Los Angeles, CA 90034 ("EDUCATIONAL NETWORKS") and ANAHEIM UNION HIGH SCHOOL DISTRICT, having offices at 501 N. Crescent Way, Anaheim CA, 92803 ("Customer").

EDUCATIONAL NETWORKS, INC.

By:   
Name: Piana Patterson  
Title: VPO Operations

ANAHEIM UNION HIGH SCHOOL DISTRICT

By: \_\_\_\_\_  
Name: Timothy Holcomb  
Title: Deputy Superintendent

## LIST OF ATTACHMENTS

### EXHIBIT A - ORDER SCHEDULE FOR LICENSED PRODUCTS

Educational Networks provides AUHSD a total solutions package for the district listed in the quote for an annual flat subscription fee of \$61,200.00. This package includes the base Content Management System with the Multi-Media Package, Student Vault and Web Forms, but without the optional Online Donations, Publications, and Student Store modules. Educational Networks provides unlimited technical support to all AUHSD staff members and teachers.

The one year renewal subscription period starts on 07/01/09 and extend service to 06/30/10. The renewal is due in full every year on this "subscription renewal date".

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**

Anaheim Union High School District  
501 Crescent Way, P.O. Box 3520  
Anaheim, CA 92803  
Attn: Superintendent

(Space above this line for Recorder's use)

Exempt from Recording Fee - Govt. Code § 27383  
Exempt from Documentary Transfer Tax – Rev. & Tax Code § 11922

APN(s) \_\_\_\_\_

**RELEASE OF SCHOOL FEE DEFERRAL AGREEMENT**

ANAHEIM UNION HIGH SCHOOL DISTRICT (“**District**”) hereby releases all interests that District has in that certain real property located in the County of Orange, State of California, more particularly described on **Exhibit “A”** attached to this Release of School Fee Deferral Agreement, expressly arising from that certain School Fee Deferral Agreement dated \_\_\_\_\_, 2\_\_\_\_, between District and \_\_\_\_\_, a \_\_\_\_\_, and recorded in the official records of the County of Orange, California, as document number \_\_\_\_\_ on \_\_\_\_\_, 2\_\_\_\_.

Dated: \_\_\_\_\_, 2\_\_\_\_

ANAHEIM UNION HIGH SCHOOL DISTRICT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



STATE OF CALIFORNIA            )  
  ) ss.  
COUNTY OF                            )

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

[SEAL]

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**[To be inserted]**

## SCHOOL FEE DEFERRAL PROCEDURE

In order to be eligible for the deferred collection of School Fees due on a development, and consistent with the authority granted by the Anaheim Union High School District Board of Trustees pursuant to Resolution No. 2008/09-F-01 a developer/builder (“Developer”) must meet the following terms and conditions and comply with the procedure below:

1. Application. The Developer must complete the attached “School Fee Deferral Application” and submit the application to the District Superintendent or designee for review and approval. The Developer must submit additional supporting documents that may be requested by the District.
2. Eligibility. The District shall review the application and determine whether the Developer is eligible for the deferral, based on type and location of development. In order for a Project to be eligible for deferred School Fees, it must be residential development located within a city that has entered into an MOU with the District regarding deferred School Fees. In addition, the District’s approval of deferred School Fees applies only to the District’s share of School Fees, and not to the feeder elementary school district’s share of School Fees, unless that elementary school district has also agreed to defer collection of School Fees and enters into an MOU with the District.
3. Agreement. The District will provide the Developer with the attached “School Fee Deferral Agreement” for consideration. In order to be eligible for deferred School Fees, the Agreement must be signed and notarized by the appropriately authorized representative of the Developer.
4. Certificate of Compliance. If the Superintendent or designee approves the application, and upon receipt of the executed School Fee Deferral Agreement, the District will issue the Developer a certificate of compliance pursuant to Education Code section 17260(b), indicating that the Developer’s payment of School Fees has been deferred in accordance with this procedure.
5. Recording Agreement Against Property. District staff will record the fully executed School Fee Deferral Agreement as a lien against the Developer’s property for payment of the School Fees and to provide notice to any subsequent property owners of the deferred school fee obligation.
6. Appeal Rights. If the Superintendent or designee does not approve an application for a deferral of School Fees, the Developer may appeal that decision, by submitting an appeal in writing to the District Superintendent, within ten (10) days of the denial of the application.
7. Payment of Deferred Fees/ Verification. Prior to, and as a condition of, issuance of certificate(s) of occupancy or approval(s) of final inspection, whichever is earlier, Developer must pay the deferred School Fees at the District office. Developer shall present the District with city verification of square footage due for payment. **The amount paid by Developer must reflect the District’s residential development fee amount in effect at the time of payment, and not the amount in effect at the time the building permit is issued.** Developer shall pay the deferred School Fees at time of issuance of certificate(s) of occupancy or approval(s) of final inspection, whichever is earlier, or, as an option, the Developer may, at any time during the deferral period, pay all School Fees due on the Project at the rate in effect at time of payment. Upon full payment of the deferred School Fees, the District will issue to the Developer a “Verification of Deferred School Fee Payment,” which must be provided to the city prior to issuance of certificate(s) of occupancy or approval(s) of final inspection, whichever is earlier. The District will also provide the Developer with a release of the lien created by the Agreement in accordance with the provisions of the Agreement.
8. Multiple Certificates of Occupancy/Final Inspection. School Fees must be paid each time a Developer is seeking a certificate of occupancy, whether temporary or permanent, or approval of final inspection for any portion of the Project. This may mean School Fees must be paid multiple times during the course of a Project as each portion is ready for occupancy or final inspection.

**SCHOOL FEE DEFERRAL APPLICATION**

Pursuant to Resolution No. 2008/09-F-01 of the Board of Trustees of the Anaheim Union High School District ("District"), I, \_\_\_\_\_, the developer/builder ("Developer") of the \_\_\_\_\_ project ("Project") located at \_\_\_\_\_, consisting of APN(s) \_\_\_\_\_ do hereby apply for the deferral of the residential school fees that would be due to the District for the following Project:

- 1. Type of Residential Development:  
 Custom Home  Tract  Room Addition  Apartment  Senior Housing
- 2. Number of Residential Units \_\_\_\_\_
- 3. Total Residential Square Footage \_\_\_\_\_
- 4. Other Square Footage in Project (Fees Not Deferred) \_\_\_\_\_

By submitting this application, Developer certifies that the above-described information is true and correct. Developer also acknowledges that it has received a copy of the District's School Fee Deferral Agreement and wishes to enter into such Agreement based on the terms set forth therein. By executing such Agreement, Developer agrees that it will pay the residential development school fee amount due on the above described Project prior to, and as a condition of, the issuance of certificate(s) of occupancy or approval(s) of final inspection, whichever is earlier, for the Project described above and in accordance with the School Fee Deferral Procedure. Developer acknowledges receipt of the District's School Fee Deferral Procedure and agrees to comply with its terms and conditions. Any questions regarding this application should be directed to the District's Superintendent or Designee at (714) 999-3511.

**DEVELOPER:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Attached: School Fee Deferral Agreement  
School Fee Deferral Procedure

***DISTRICT USE ONLY:***

Approved  Denied

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

Elementary District: \_\_\_\_\_ Participating in Deferral?  Yes  No

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Anaheim Union High School District  
501 Crescent Way, P.O. Box 3520  
Anaheim, CA 92803  
Attn: Superintendent

---

Fee Exempt: Govt. Code § 27383  
Documentary Transfer Tax: \$ None  
Revenue and Taxation Code 11922

**SCHOOL FEE DEFERRAL AGREEMENT**

Pursuant to Resolution No. 2008/09-F-01 of the Board of Trustees of the Anaheim Union High School District (“District”), the District and \_\_\_\_\_, the developer/builder (“Developer”) of the \_\_\_\_\_ project (“Project”) located at \_\_\_\_\_, consisting of APN(s) \_\_\_\_\_ and as more particularly described at Exhibit “A” attached hereto (“Property”), do hereby enter into this School Fee Deferral Agreement (“Agreement”) for the Project as of \_\_\_\_\_, 2009.

The District Board of Trustees has levied school impact fees (“School Fees”) on the construction of residential development within the boundaries of the District pursuant to Government Code section 65995 *et seq.* and Education Code section 17620 *et seq.*, which fees are generally due at time of building permit. In consideration for the execution of this Agreement, the District agrees to immediately issue to the Developer certificates of compliance pursuant to Education Code section 17620(b) for the Project described herein in order to facilitate the Developer obtaining building permits for such Project. In exchange for these certificates of compliance, the Developer agrees to the following:

1. The Developer shall pay the School Fees due on the Project described below at the time the local agency with approval authority over development issues a certificate(s) of occupancy or approves final inspection(s), whichever is earlier. Or, as an option, the Developer may, at any time during the deferral period, pay in lump sum all School Fees due on the Project at the rate in effect at time of payment, and in accordance with the District’s School Fee Deferral Procedure. The Project consists of the following:

Type of Residential Development:

Custom Home     Tract     Room Addition     Apartment     Senior Housing

Number of Residential Units \_\_\_\_\_  
Total Residential Square Footage \_\_\_\_\_  
Other Square Footage in Project (Fees Not Deferred) \_\_\_\_\_

2. Only the above described Project shall be eligible for deferred payment of School Fees. Only residential square footage may be deferred under this Agreement.

3. The Developer shall pay the applicable School Fees for the Project in effect at the time of the issuance of certificate(s) of occupancy or approval(s) of final inspection. Or, as an option, the Developer may, at any time during the deferral period, pay in lump sum all School Fees due on the Project at the rate in effect at time of payment and in accordance with the District's School Fee Deferral Procedure. Developer understands that the amount of School Fees due at the time of issuance of certificate(s) of occupancy or approval(s) of final inspection, or at any time during the deferral period, may be greater than the amount in effect at the time of this Agreement or at time of building permit.

4. This Agreement shall inure to the benefit of and shall be binding upon the successors-in-interest, assigns, and legal representatives of the Developer. As used in the foregoing, "successors" shall refer to the Developer's interest in the Property and to the successors to all or substantially all of their assets and to their successors by merger or consolidation. Developer shall provide the District with written notice prior to assigning or otherwise transferring the obligations of this Agreement to such a successor.

5. Upon execution by the parties, the District will record this Agreement against the Property in the office of the county recorder of Orange County, and from the date of recordation, the Agreement shall constitute a lien for the payment of the School Fees which shall be enforceable against successors in interest to Developer. This Agreement shall be recorded in the grantor-grantee index in the name of the District as grantee and the Developer as grantor.

6. The School Fees owed to the District pursuant to this Agreement shall be deemed a debt due and owing to the District, and which debt shall only be deemed satisfied and discharged upon payment in full to the District.

7. Upon payment of School Fees in full, the District shall provide Developer with an appropriate signed release of the lien created by this Agreement. Such release shall be provided to the Developer within three (5) business days of the School Fees payment being cleared and funds are deposited into the District's account. Developer shall be responsible for recording the release with the office of the county recorder in Orange County.

8. Developer acknowledges and agrees that Developer is responsible for making payment to the District at the time specified above, regardless of whether the local agency enforces such payment as a condition of issuance of a certificate(s) of occupancy or approval(s) of final inspection. Developer further agrees that failure to do so will result in a 5% penalty per month from the date the certificate(s) of occupancy is/are issued or the final inspection(s) is/are approved, whichever is earlier.

9. Developer acknowledges and agrees that it shall be liable for the payment of all attorneys' fees, costs, and any other damages resulting from Developer's failure to comply with the provisions of this Agreement, including the District's attorneys' fees and costs incurred in the collection of the School Fees and enforcement of the lien of the Agreement.

**IN WITNESS WHEREOF**, the parties hereto have, by their duly authorized representatives, executed this Agreement, as of the day and year first written above.

**DEVELOPER:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**DISTRICT:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF CALIFORNIA        )  
  )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_ Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

[SEAL]

STATE OF CALIFORNIA            )  
  )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_ Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

[SEAL]



**EXHIBIT “A”**  
**TO**  
**SCHOOL FEE DEFERRAL AGREEMENT**

LEGAL DESCRIPTION

**[to be inserted]**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
ANAHEIM UNION HIGH SCHOOL DISTRICT,  
THE CITY OF ANAHEIM, AND  
ELEMENTARY SCHOOL DISTRICT(S)  
REGARDING DEFERRAL OF SCHOOL FEES**

This Memorandum of Understanding ("MOU") is made on this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between the ANAHEIM UNION HIGH SCHOOL DISTRICT ("AUHSD"), the CITY OF ANAHEIM ("City"), and the elementary school district listed as a signatory below ("ESD").

**RECITALS**

**WHEREAS**, AUHSD and ESD are public school districts in the State of California and are responsible for the construction and operation of schools within their respective boundaries; and

**WHEREAS**, the City is a municipal corporation with development approval authority over new residential and commercial developments within its boundaries; and

**WHEREAS**, AUHSD and ESD have levied school facilities impact fees ("School Fees") on all residential and commercial development within their respective boundaries pursuant to Government Code section 65995 *et seq.* and Education Code section 17620 *et seq.* and in accordance with their adopted school fee justification studies and Board resolutions; and

**WHEREAS**, such School Fees are collected by AUHSD, on behalf of itself and ESD, prior to the issuance of a certificate of compliance by AUHSD, which certificate is required prior to issuance of a building permit by the City; and

**WHEREAS**, AUHSD and ESD desire to support local economic stimulus efforts by deferring the collection of residential School Fees until such time that the City either issues certificate(s) of occupancy or approves the final inspection(s) of such development, whichever is earlier; and

**WHEREAS**, in order to mutually assist each other in the implementation of this deferral of School Fees and the furtherance of economic stimulus efforts, the parties agree to abide by the terms and conditions of this MOU.

**NOW, THEREFORE**, based upon the mutual promises contained herein, and for good and valuable consideration, it is agreed by and between the parties as follows:

## AGREEMENT

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Purpose and Intent. The parties' purpose in entering into this MOU is to cooperate and collaborate to the maximum extent feasible, in order to mutually assist each other in the implementation of a School Fee deferral program and in furtherance of local economic stimulus efforts.

3. AUHSD and ESD Obligations. In accordance with AUHSD Resolution No. 2008/09-F-01 and ESD Resolution No. \_\_\_\_\_, as applicable, the AUHSD and ESD agree to allow the deferral of School Fees for residential developments within their mutual boundaries as set forth in the procedures the AUHSD and ESD have approved to implement the above described resolution(s). For the residential developments which have been approved by AUHSD for a School Fee deferral as described above, upon payment of deferred School Fees, AUHSD shall sign and forward to the City a Verification of Deferred School Fee Payment (in the form attached hereto as Exhibit "1") for the units which have paid the appropriate School Fees.

4. City Obligations. The City expressly agrees that it will not issue a certificate of occupancy and/or approve a final inspection for any portion of any residential development within the boundaries of the AUHSD and ESD unless and until it confirms that School Fees have been paid to AUHSD, either at the time of building permit, or on a deferral basis as confirmed by the Verification of Deferred School Fee Payment, attached hereto as Exhibit "A," for that portion of the Project. Prior to issuing the certificate(s) of occupancy or approval(s) of final inspection based on deferred payment, the City shall verify that the development information contained in Verification of Deferred School Fee Payment is accurate and shall contact the District with any questions regarding accuracy.

5. Effective Date. Following approval of this MOU by the parties, this MOU shall be effective upon execution by the parties, through December 31, 2009. Prior to January 1, 2010, and annually thereafter, this MOU may be renewed upon mutual agreement of the parties.

6. Amendment. This Memorandum shall not be amended without the prior written consent of each party.

7. Elementary School District Participation. Each ESD shall be provided the opportunity to accept or reject the deferred collection of its share of School Fees. AUHSD shall continue to collect School Fees at the time of building permit for any ESD that does not wish to defer collection of School Fees. The ESD's determination in this regard shall be indicated

below. If multiple ESDs exist with the boundaries of both the City and AUHSD, each ESD's participation or nonparticipation shall be indicated on separate counterpart signature pages to this MOU.

8. Collaborative Efforts. City and District agree to use their best efforts to work collaboratively to achieve the purpose of this MOU. City and District agree to meet within thirty (30) days to review, discuss, and develop, as needed, protocols and/or practices relating to the collection of School Fees and issuance of City approvals to protect against the risk of error under this MOU. City agrees that it will configure its project tracking software to include a specific trigger for confirming that School Fees have been paid to the District prior to issuance of a temporary or permanent certificate(s) of occupancy or approval of final inspection. City agrees to directly notify the District superintendent or designee of any proposed changes in the City's fee deferral program as soon as practicable, but no later than the time public notice is provided of such proposed changes.

**IN WITNESS WHEREOF**, the parties hereto have executed this MOU on the day and year first above written.

CITY OF ANAHEIM

ANAHEIM UNION HIGH SCHOOL DIST.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

-----  
**Participation by \_\_\_\_\_ Elementary School District ("ESD"):**

ESD wishes to defer collection of its share of School Fees and agrees with the provisions of the MOU, as set forth above, and with the AUHSD's Deferred School Fee Procedure.

or

ESD does not wish to defer collection of school fees as set forth above. Instead, AUHSD should continue to collect school fees on behalf of ESD at time of building permit and prior to issuance of a certificate of compliance.

\_\_\_\_\_  
ELEMENTARY SCHOOL DISTRICT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT "A"**  
**TO**  
**MEMORANDUM OF UNDERSTANDING**

**Anaheim Union High School District**  
**VERIFICATION OF DEFERRED SCHOOL FEE PAYMENT**

Required Prior to Issuance of Certificate(s) of Occupancy/Approval(s) of Final Inspection

The Anaheim Union High School District hereby verifies that \_\_\_\_\_, the developer/builder ("Developer") of the \_\_\_\_\_ Project located at \_\_\_\_\_, consisting of APN(s) \_\_\_\_\_ paid the school fees for the Project as described below:

1. Certificate of Compliance Information
  - a. Receipt # and Date: \_\_\_\_\_
  - b. Total Square Footage in Project: \_\_\_\_\_
  - c. Residential Square Footage (Fees Deferred): \_\_\_\_\_
  - d. Other Square Footage (Fees Not Deferred): \_\_\_\_\_
  
2. Total Deferred Residential Square Footage (from 1.c above): \_\_\_\_\_
  - a. Deferred Square Footage Previously Paid: \_\_\_\_\_
  - b. Date(s) of Verification (attach page if needed): \_\_\_\_\_
  
3. Current Payment on Deferred Square Footage
  - a. Residential Square Footage: \_\_\_\_\_
  - b. Current Residential School Fee Rate: \$ \_\_\_\_\_  
(adjusted per arrangement with Elementary District)
  - c. Current School Fee Amount Due: \$ \_\_\_\_\_
  - d. Amount Paid: \$ \_\_\_\_\_
  - e. Date Paid: \_\_\_\_\_
  - f. Check Number: \_\_\_\_\_
  
4. Remaining Deferred Residential Square Footage in Project (w/o Certificate(s) of Occupancy) \_\_\_\_\_

In accordance with the MOU dated \_\_\_\_\_ between the City and the District, the District hereby verifies that the Developer has paid the deferred school fees described above.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

-----  
**NOTICE TO CITY:** Prior to issuing certificate(s) of occupancy or approval(s) of final inspection, please verify that the development information describe above is accurate. If there are any questions regarding accuracy, please contact \_\_\_\_\_ at the District at (714) \_\_\_\_\_.

## SCHOOL FEE DEFERRAL PROCEDURE

In order to be eligible for the deferred collection of School Fees due on a development, and consistent with the authority granted by the Anaheim Union High School District Board of Trustees pursuant to Resolution No. \_\_\_\_\_, a developer/builder (“Developer”) must meet the following terms and conditions and comply with the procedure below:

1. Application. The Developer must complete the attached “School Fee Deferral Application” and submit the application to the District Superintendent or designee for review and approval. The Developer must submit additional supporting documents that may be requested by the District.
2. Eligibility. The District shall review the application and determine whether the Developer is eligible for the deferral, based on type and location of development. In order for a Project to be eligible for deferred School Fees, it must be residential development located within a city that has entered into an MOU with the District regarding deferred School Fees. In addition, the District’s approval of deferred School Fees applies only to the District’s share of School Fees, and not to the feeder elementary school district’s share of School Fees, unless that elementary school district has also agreed to defer collection of School Fees and enters into an MOU with the District.
3. Agreement. The District will provide the Developer with the attached “School Fee Deferral Agreement” for consideration. In order to be eligible for deferred School Fees, the Agreement must be signed and notarized by the appropriately authorized representative of the Developer.
4. Certificate of Compliance. If the Superintendent or designee approves the application, and upon receipt of the executed School Fee Deferral Agreement, the District will issue the Developer a certificate of compliance pursuant to Education Code section 17260(b), indicating that the Developer’s payment of School Fees has been deferred in accordance with this procedure.
5. Recording Agreement Against Property. District staff will record the fully executed School Fee Deferral Agreement as a lien against the Developer’s property for payment of the School Fees and to provide notice to any subsequent property owners of the deferred school fee obligation.
6. Appeal Rights. If the Superintendent or designee does not approve an application for a deferral of School Fees, the Developer may appeal that decision, by submitting an appeal in writing to the District Superintendent, within ten (10) days of the denial of the application.
7. Payment of Deferred Fees/ Verification. Prior to, and as a condition of, issuance of certificate(s) of occupancy or approval(s) of final inspection, whichever is earlier, Developer must pay the deferred School Fees at the District office. Developer shall present the District with city verification of square footage due for payment. **The amount paid by Developer must reflect the District’s residential development fee amount in effect at the time of payment, and not the amount in effect at the time the building permit is issued.** Developer shall pay the deferred School Fees at time of issuance of certificate(s) of occupancy or approval(s) of final inspection, whichever is earlier, or, as an option, the Developer may, at any time during the deferral period, pay all School Fees due on the Project at the rate in effect at time of payment. Upon full payment of the deferred School Fees, the District will issue to the Developer a “Verification of Deferred School Fee Payment,” which must be provided to the city prior to issuance of certificate(s) of occupancy or approval(s) of final inspection, whichever is earlier. The District will also provide the Developer with a release of the lien created by the Agreement in accordance with the provisions of the Agreement.
8. Multiple Certificates of Occupancy/Final Inspection. School Fees must be paid each time a Developer is seeking a certificate of occupancy, whether temporary or permanent, or approval of

final inspection for any portion of the Project. This may mean School Fees must be paid multiple times during the course of a Project as each portion is ready for occupancy or final inspection.

ORIGINAL



**SCHOOL FEE DEFERRAL APPLICATION**

Pursuant to Resolution No. \_\_\_\_\_ of the Board of Trustees of the Anaheim Union High School District ("District"), I, \_\_\_\_\_, the developer/builder ("Developer") of the \_\_\_\_\_ project ("Project") located at \_\_\_\_\_, consisting of APN(s) \_\_\_\_\_ do hereby apply for the deferral of the residential school fees that would be due to the District for the following Project:

- 1. Type of Residential Development:  
 Custom Home    Tract    Room Addition    Apartment    Senior Housing
- 2. Number of Residential Units \_\_\_\_\_
- 3. Total Residential Square Footage \_\_\_\_\_
- 4. Other Square Footage in Project (Fees Not Deferred) \_\_\_\_\_

By submitting this application, Developer certifies that the above-described information is true and correct. Developer also acknowledges that it has received a copy of the District's School Fee Deferral Agreement and wishes to enter into such Agreement based on the terms set forth therein. By executing such Agreement, Developer agrees that it will pay the residential development school fee amount due on the above described Project prior to, and as a condition of, the issuance of certificate(s) of occupancy or approval(s) of final inspection, whichever is earlier, for the Project described above and in accordance with the School Fee Deferral Procedure. Developer acknowledges receipt of the District's School Fee Deferral Procedure and agrees to comply with its terms and conditions. Any questions regarding this application should be directed to the District's Superintendent or Designee at (714) 999-3511.

**DEVELOPER:**

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

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

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

Attached: School Fee Deferral Agreement  
School Fee Deferral Procedure

***DISTRICT USE ONLY:***

\_\_\_\_\_ Approved      \_\_\_\_\_ Denied

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

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

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

Elementary District: \_\_\_\_\_ Participating in Deferral?                
Yes      No

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Anaheim Union High School District  
501 Crescent Way, P.O. Box 3520  
Anaheim, CA 92803  
Attn: Superintendent

Fee Exempt: Govt. Code § 27383  
Documentary Transfer Tax: \$ None  
Revenue and Taxation Code 11922

**SCHOOL FEE DEFERRAL AGREEMENT**

Pursuant to Resolution No. \_\_\_\_\_ of the Board of Trustees of the Anaheim Union High School District ("District"), the District and \_\_\_\_\_, the developer/builder ("Developer") of the \_\_\_\_\_ project ("Project") located at \_\_\_\_\_, consisting of APN(s) \_\_\_\_\_ and as more particularly described at Exhibit "A" attached hereto ("Property"), do hereby enter into this School Fee Deferral Agreement ("Agreement") for the Project as of \_\_\_\_\_, 2009.

The District Board of Trustees has levied school impact fees ("School Fees") on the construction of residential development within the boundaries of the District pursuant to Government Code section 65995 *et seq.* and Education Code section 17620 *et seq.*, which fees are generally due at time of building permit. In consideration for the execution of this Agreement, the District agrees to immediately issue to the Developer certificates of compliance pursuant to Education Code section 17620(b) for the Project described herein in order to facilitate the Developer obtaining building permits for such Project. In exchange for these certificates of compliance, the Developer agrees to the following:

1. The Developer shall pay the School Fees due on the Project described below at the time the local agency with approval authority over development issues a certificate(s) of occupancy or approves final inspection(s), whichever is earlier. Or, as an option, the Developer may, at any time during the deferral period, pay in lump sum all School Fees due on the Project at the rate in effect at time of payment, and in accordance with the District's School Fee Deferral Procedure. The Project consists of the following:

Type of Residential Development:

Custom Home     Tract     Room Addition     Apartment     Senior Housing

Number of Residential Units \_\_\_\_\_  
Total Residential Square Footage \_\_\_\_\_  
Other Square Footage in Project (Fees Not Deferred) \_\_\_\_\_

2. Only the above described Project shall be eligible for deferred payment of School Fees. Only residential square footage may be deferred under this Agreement.

3. The Developer shall pay the applicable School Fees for the Project in effect at the time of the issuance of certificate(s) of occupancy or approval(s) of final inspection. Or, as an option, the Developer may, at any time during the deferral period, pay in lump sum all School Fees due on the Project at the rate in effect at time of payment and in accordance with the District's School Fee Deferral Procedure. Developer understands that the amount of School Fees due at the time of issuance of certificate(s) of occupancy or approval(s) of final inspection, or at any time during the deferral period, may be greater than the amount in effect at the time of this Agreement or at time of building permit.

4. This Agreement shall inure to the benefit of and shall be binding upon the successors-in-interest, assigns, and legal representatives of the Developer. As used in the foregoing, "successors" shall refer to the Developer's interest in the Property and to the successors to all or substantially all of their assets and to their successors by merger or consolidation. Developer shall provide the District with written notice prior to assigning or otherwise transferring the obligations of this Agreement to such a successor.

5. Upon execution by the parties, the District will record this Agreement against the Property ~~to provide notice to any potential purchasers or successors in interest of the Property that School Fees must be paid prior to certificate(s) of occupancy or approval(s) of final inspection of the Property, whichever is earlier~~ in the office of the county recorder of Orange County, and from the date of recordation, the Agreement shall constitute a lien for the payment of the School Fees which shall be enforceable against successors in interest to Developer. This Agreement shall be recorded in the grantor-grantee index in the name of the District as grantee and the Developer as grantor.

6. The School Fees owed to the District pursuant to this Agreement shall be deemed a debt due and owing to the District, and which debt shall only be deemed satisfied and discharged upon payment in full to the District.

7. Upon payment of School Fees in full, the District shall provide Developer with an appropriate signed release of the lien created by this Agreement. Such release shall be provided to the Developer within three (5) business days of the School Fees payment being cleared and funds are deposited into the District's account. Developer shall be responsible for recording the release with the office of the county recorder in Orange County.

8. Developer acknowledges and agrees that Developer is responsible for making payment to the District at the time specified above, regardless of whether the local agency enforces such payment as a condition of issuance of a certificate(s) of occupancy or approval(s) of final inspection. Developer further agrees that failure to do so will result in a 5% penalty per month from the date the certificate(s) of occupancy is/are issued or the final inspection(s) is/are approved, whichever is earlier.

7.9. Developer acknowledges and agrees that it shall be liable for the payment of all attorneys' fees, costs, and any other damages resulting from Developer's failure to comply with the provisions of this Agreement, including the District's attorneys' fees and costs incurred in the collection of the School Fees and enforcement of the lien of the Agreement.

**IN WITNESS WHEREOF**, the parties hereto have, by their duly authorized representatives, executed this Agreement, as of the day and year first written above.

**DEVELOPER:**

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

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

**DISTRICT:**

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

ORIGINAL

STATE OF CALIFORNIA )  
 )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_ Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

[SEAL]

ORIGINAL

STATE OF CALIFORNIA            )  
  )  
COUNTY OF \_\_\_\_\_  )

On \_\_\_\_\_, before me, \_\_\_\_\_ Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

[SEAL]

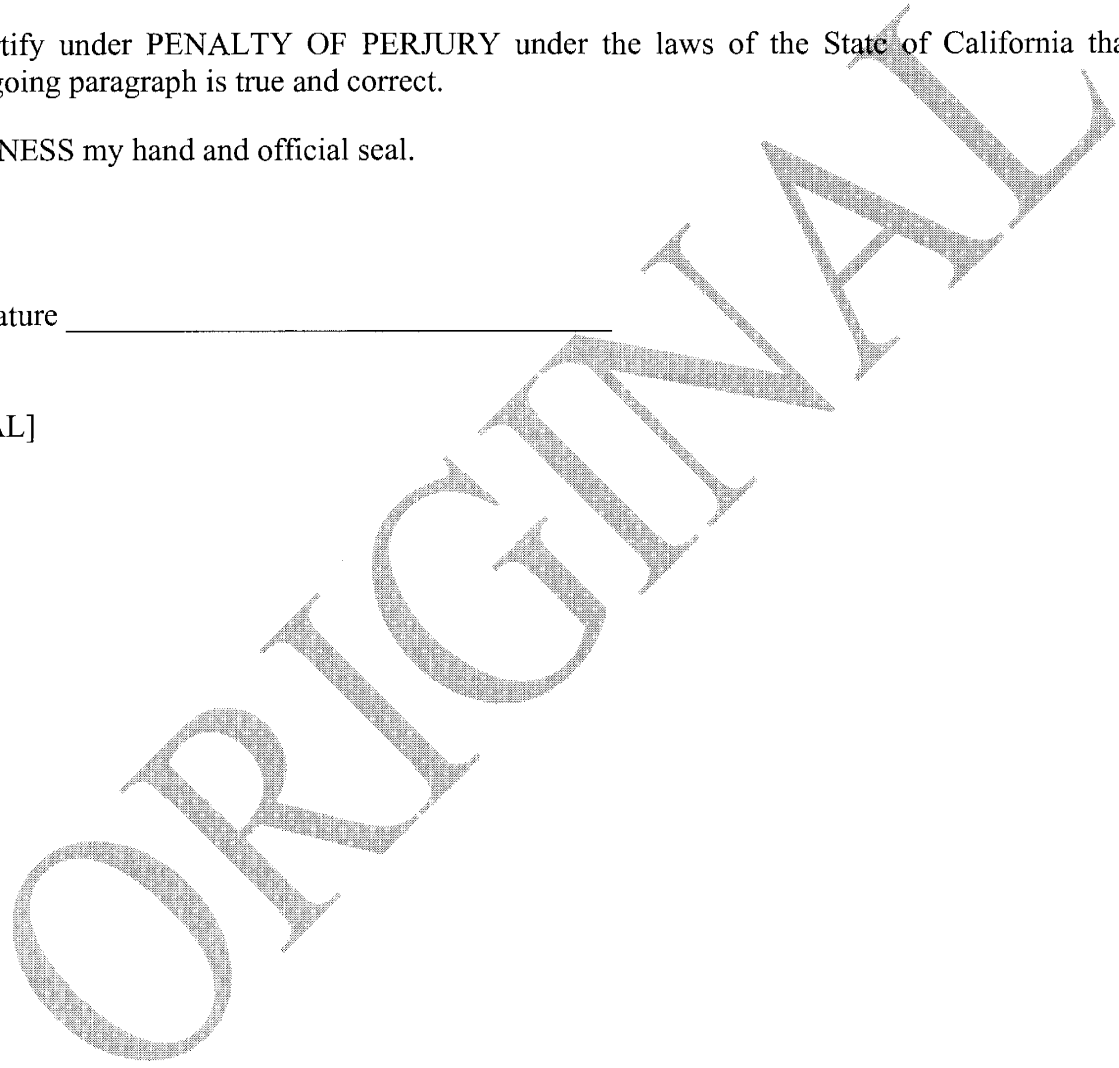


EXHIBIT "A"

TO

SCHOOL FEE DEFERRAL AGREEMENT

LEGAL DESCRIPTION

[to be inserted]

ORIGINAL

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
ANAHEIM UNION HIGH SCHOOL DISTRICT,  
THE CITY OF \_\_\_\_\_ANAHEIM, AND  
ELEMENTARY SCHOOL DISTRICT(S)  
REGARDING DEFERRAL OF SCHOOL FEES**

This Memorandum of Understanding ("MOU") is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between the ANAHEIM UNION HIGH SCHOOL DISTRICT ("AUHSD"), the City of \_\_\_\_\_CITY OF ANAHEIM ("City"), and the elementary school district listed as a signatory below ("ESD").

**RECITALS**

**WHEREAS**, AUHSD and ESD are public school districts in the State of California and are responsible for the construction and operation of schools within their respective boundaries; and

**WHEREAS**, the City is a municipal corporation with development approval authority over new residential and commercial developments within its boundaries; and

**WHEREAS**, AUHSD and ESD have levied school facilities impact fees ("School Fees") on all residential and commercial development within their respective boundaries pursuant to Government Code section 65995 *et seq.* and Education Code section 17620 *et seq.* and in accordance with their adopted school fee justification studies and Board resolutions; and

**WHEREAS**, such School Fees are collected by AUHSD, on behalf of itself and ESD, prior to the issuance of a certificate of compliance by AUHSD, which certificate is required prior to issuance of a building permit by the City; and

**WHEREAS**, AUHSD and ESD desire to support local economic stimulus efforts by deferring the collection of residential School Fees until such time that the City either issues certificate(s) of occupancy or approves the final inspection(s) of such development, whichever is earlier; and

**WHEREAS**, in order to mutually assist each other in the implementation of this deferral of School Fees and the furtherance of economic stimulus efforts, the parties agree to abide by the terms and conditions of this MOU.



**NOW, THEREFORE**, based upon the mutual promises contained herein, and for good and valuable consideration, it is agreed by and between the parties as follows:

### AGREEMENT

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. Purpose and Intent. The parties' purpose in entering into this MOU is to cooperate and collaborate to the maximum extent feasible, in order to mutually assist each other in the implementation of a School Fee deferral program and in furtherance of local economic stimulus efforts.
3. AUHSD and ESD Obligations. In accordance with AUHSD Resolution No. \_\_\_\_\_ and ESD Resolution No. \_\_\_\_\_, as applicable, the AUHSD and ESD agree to allow the deferral of School Fees for residential developments within their mutual boundaries as set forth in the procedures the AUHSD and ESD have approved to implement the above described resolution(s). For the residential developments which have been approved by AUHSD for a School Fee deferral as described above, upon payment of deferred School Fees, AUHSD shall sign and forward to the City a Verification of Deferred School Fee Payment (in the form attached hereto as Exhibit "1") for the units which have paid the appropriate School Fees.
4. City Obligations. The City expressly agrees that it will not issue a certificate of occupancy and/or approve a final inspection for any portion of any residential development within the boundaries of the AUHSD and ESD unless and until it confirms that School Fees have been paid to AUHSD, either at the time of building permit, or on a deferral basis as confirmed by the Verification of Deferred School Fee Payment, attached hereto as Exhibit "~~1~~A," for that portion of the Project. Prior to issuing the certificate(s) of occupancy or approval(s) of final inspection based on deferred payment, the City shall verify that the development information contained in Verification of Deferred School Fee Payment is accurate and shall contact the District with any questions regarding accuracy.
5. Effective Date. Following approval of this MOU by the parties, this MOU shall be effective upon execution by the parties, through December 31, 2009. Prior to January 1, 2010, and annually thereafter, this MOU may be renewed upon mutual agreement of the parties.
6. Amendment. This Memorandum shall not be amended without the prior written consent of each party.

7. Elementary School District Participation. Each ESD shall be provided the opportunity to accept or reject the deferred collection of its share of School Fees. AUHSD shall continue to collect School Fees at the time of building permit for any ESD that does not wish to defer collection of School Fees. The ESD's determination in this regard shall be indicated below. If multiple ESDs exist with the boundaries of both the City and AUHSD, each ESD's participation or nonparticipation shall be indicated on separate counterpart signature pages to this MOU.

8. ~~Indemnification and Attorneys Fees.~~ ~~City agrees to hold harmless and indemnify AUHSD, its officers, employees or agents, from and against any liabilities, claims, costs and expenses, including attorneys fees and legal costs, resulting from the City's failure to comply with the provisions of this MOU.~~ Collaborative Efforts. City and District agree to use their best efforts to work collaboratively to achieve the purpose of this MOU. City and District agree to meet within thirty (30) days to review, discuss, and develop, as needed, protocols and/or practices relating to the collection of School Fees and issuance of City approvals to protect against the risk of error under this MOU. City agrees that it will configure its project tracking software to include a specific trigger for confirming that School Fees have been paid to the District prior to issuance of a temporary or permanent certificate(s) of occupancy or approval of final inspection. City and District shall, through their designated representatives, notify each other of any proposed changes in their respective fee deferral program(s) as soon as practicable, but no later than the time public notice is provided of such proposed changes.

**IN WITNESS WHEREOF**, the parties hereto have executed this MOU on the day and year first above written.

CITY OF \_\_\_\_\_ ANAHEIM  
SCHOOL DIST. \_\_\_\_\_

ANAHEIM UNION HIGH

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

-----  
**Participation by \_\_\_\_\_ Elementary School District ("ESD"):**

ESD wishes to defer collection of its share of School Fees and agrees with the provisions of the MOU, as set forth above, and with the AUHSD's Deferred School Fee Procedure.

or

ESD does not wish to defer collection of school fees as set forth above. Instead, AUHSD should continue to collect school fees on behalf of ESD at time of building permit and prior to issuance of a certificate of compliance.

\_\_\_\_\_ELEMENTARY SCHOOL DISTRICT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ORIGINAL

**EXHIBIT "1A"**  
**TO**  
**MEMORANDUM OF UNDERSTANDING**

ORIGINAL

**Anaheim Union High School District**  
**VERIFICATION OF DEFERRED SCHOOL FEE PAYMENT**

Required Prior to Issuance of Certificate(s) of Occupancy/Approval(s) of Final Inspection

The Anaheim Union High School District hereby verifies that \_\_\_\_\_, the developer/builder ("Developer") of the \_\_\_\_\_ Project located at \_\_\_\_\_, consisting of APN(s) \_\_\_\_\_ paid the school fees for the Project as described below:

1. Certificate of Compliance Information
  - a. Receipt # and Date: \_\_\_\_\_
  - b. Total Square Footage in Project: \_\_\_\_\_
  - c. Residential Square Footage (Fees Deferred): \_\_\_\_\_
  - d. Other Square Footage (Fees Not Deferred): \_\_\_\_\_
  
2. Total Deferred Residential Square Footage (from 1.c above): \_\_\_\_\_
  - a. Deferred Square Footage Previously Paid: \_\_\_\_\_
  - b. Date(s) of Verification (attach page if needed): \_\_\_\_\_
  
3. Current Payment on Deferred Square Footage
  - a. Residential Square Footage: \_\_\_\_\_
  - b. Current Residential School Fee Rate: \$ \_\_\_\_\_  
(adjusted per arrangement with Elementary District)
  - c. Current School Fee Amount Due: \$ \_\_\_\_\_
  - d. Amount Paid: \$ \_\_\_\_\_
  - e. Date Paid: \_\_\_\_\_
  - f. Check Number: \_\_\_\_\_
  
4. Remaining Deferred Residential Square Footage in Project (w/o Certificate(s) of Occupancy) \_\_\_\_\_

In accordance with the MOU dated \_\_\_\_\_ between the City and the District, the District hereby verifies that the Developer has paid the deferred school fees described above.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

-----  
**NOTICE TO CITY:** Prior to issuing certificate(s) of occupancy or approval(s) of final inspection, please verify that the development information describe above is accurate. If there are any questions regarding accuracy, please contact \_\_\_\_\_ at the District at (714) \_\_\_\_\_.



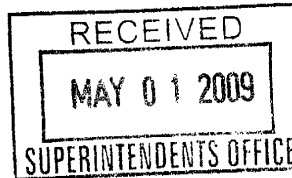
# Membership Billing

# EXHIBIT K

## California School Boards Association

3100 Beacon Boulevard, P.O. Box 1660  
West Sacramento, CA 95691  
(916) 371-4691 FAX (916) 371-3407

Please refer to your billing number in all communications regarding this billing.



<b>Billing Date</b>
<b>4/27/2009</b>

<b>Billing No.</b>
<b>100614-10</b>

**Sold** Anaheim Union HSD  
**To:** PO Box 3520  
Anaheim, CA 92803-3520

ITEM NO.	DESCRIPTION	BILLED AMT	PAYMENT RCVD	BALANCE DUE
	CSBA Membership Dues 2009-10 *	\$15,870.00	\$0.00	\$15,870.00
	<del>Education Legal Alliance Membership Dues 2009-10</del>	<del>\$3,968.00</del>	<del>\$0.00</del>	<del>\$3,968.00</del>
	<i>In recognition of our members' fiscal constraints, CSBA is holding the line on membership dues for 2009-10. This invoice reflects the same dues amounts you were billed in 2008-09.</i>			
	* \$4 of your CSBA annual membership dues is used to pay for a subscription to California School News for each board member and superintendent.			
	* \$2 of your CSBA annual membership dues is used to pay for a subscription to California Schools magazine for each board member and superintendent.			
		<b>BILLED AMT</b>	<b>PAYMENT RCVD</b>	<b>TOTAL DUE</b>
		<b>\$ 19,838.00</b>	<b>\$ 0.00</b>	<b>\$ 19,838.00</b>

PLEASE DETACH HERE AND RETURN BOTTOM STUB WITH PAYMENT



## California School Boards Association

3100 Beacon Boulevard, P.O. Box 1660  
West Sacramento, CA 95691  
(916) 371-4691 FAX (916) 371-3407

<b>PAYMENT RCVD</b>	<b>TOTAL DUE</b>
<b>\$ 0.00</b>	<b>\$ 19,838.00</b>

Billing No.	Billing Date
<b>100614-10</b>	<b>4/27/2009</b>

**Make checks payable to:**  
California School Boards Association  
c/o Westamerica Bank  
P.O. Box 1450  
Suisun City, CA 94585-4450

**Sold to:**  
Anaheim Union HSD  
PO Box 3520  
Anaheim, CA 92803-3520

**ARTS EDUCATION**

7605

The Board of Trustees recognizes that by studying visual and performing arts, students learn to develop initiative, discipline, perceptual abilities, and critical thinking skills that provide twenty-first century learning necessary for jobs and careers in all areas of life. The Board of Trustees believes that access to a comprehensive arts education program is an integral part of the education provided to students in all grades.

The District's comprehensive arts program shall include a written, sequential, standards-based curriculum in dance, music, theatre, and visual arts. Students shall have opportunities to improve artistic skills, create and/or perform original works, acquire an appreciation of the arts from many eras and cultures, and develop an intellectual basis for making aesthetic judgments.

If funding becomes available, the Board of Trustees support the selection of a qualified arts coordinator who will provide leadership, vision, planning, and resources for the District. The coordinator will work with an arts committee that will develop the comprehensive arts education program. The committee shall include representation from education, business, and arts communities.

The Board of Trustees supports collaborations with institutions of higher education, businesses, and community arts agencies, and is committed to providing the necessary time, staff and financial resources in order to fulfill the District's part in these school-community partnerships.

The Board of Trustees acknowledges the importance of effective, high-quality, ongoing professional development in arts education. Certificated staff, administrators, and counselors will be provided opportunities to become knowledgeable about curriculum developments in the arts and strategies for delivering a comprehensive standards-based arts program to students.

**Legal Reference:**

Education Code

8810-8819.5 Arts education

8820-8830 Arts Work Visual and Performing Arts Education Program

51204 Course of study designed for students' needs

51220 Course of Study, grades 7-12

51225.3 Graduation requirements

58800-58805 Specialized secondary programs

99200-99205 Subject matter projects

Board of Trustees

Anaheim Union High School District  
Education Division

**APPLICATION FOR CURRICULUM-RELATED STUDENT ORGANIZATION**

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

**Name of Organization:** Anaheim High Library Club **School:** Anaheim High School

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

**Staff Sponsor(s):**  
Suzanne Rahn

**List purposes, objectives, and activities of organization**  
Support Library Program, Book Club, Book Fair; Support all curriculum areas for all students

**Proposed meetings:**

<b>Day(s):</b>	Tues. weekly for book club; Tues. or Wed. monthly for board	<b>Time(s):</b>	Both lunches	<b>Location:</b>	Library
----------------	---	-----------------	--------------	------------------	---------

**Special equipment? No Yes – Describe:**  
None needed

**Qualifications for membership, if any:**  
Invitation to serve on library board; book club is open to all students

**How are officers elected? Term?**  
Volunteer and/or election 1 year

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

Library Club serves all students by supporting all areas of the curriculum, encouraging pleasure reading, developing leadership skills, public speaking skills, allowing student input into library decisions, and direction.

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

Guidance and facilitation of Book Club, training of student to run book fair, director of Library board, involving students in library events and decisions.

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

Yes, through Book Fair, late fines, printing charges, supply sales – to enhance library program and support Book Club (all monies are collected from students and parents)

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

**Signature of student making application:** *Jocelyn Chavez*  
**Signature of faculty sponsor:** *Mrs. Suzanne Rahn*

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

**Signature of School Principal:** *[Signature]* **Date:** *3/23/09*  
March 23, 2009

**Signature of Assistant Superintendent of Education:** *[Signature]* **Date:** *4/28/09*

**Education Office Use Only:**  
Board of Trustees action:  Approved  Denied **Date:** \_\_\_\_\_



**AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES  
FOR STAFF TRAINING**

This Agreement is entered into June 4, 2009 between Anaheim Union High School District and Why Try, Inc. (Independent Contractor). WhyTry signs this Agreement as an Independent Contractor and not as an employee; and this Agreement shall not be construed as creating a partnership or other kind of joint venture between the parties.

**SERVICES AND FEES OF INDEPENDENT CONTRACTOR**

**Date(s) of Service:** June 9, 2009

**Location:** Anaheim Union High School District, 501 Crescent Way Anaheim, CA 92803

**Time:** 8:30 – 3:30

**Type of Service:** Staff Training

**Name of Presentation:** WhyTry Program

**Approximate Number of Participants:** 100 to 125 Participants

**Materials or Media Equipment Needed:** Large Projection Screen and power strip

**Applicable Reimbursements:**

Workshop Fee, Facilitation Fee

(\$3,000/day)	\$3,000.00
Travel Expenses (Airfare, lodging, meals)	\$0.00
<b>Total Reimbursement</b>	<b>\$3,000.00</b>

**LIABILITY AND FORCE MAJEURE**

Independent Contractor agrees to save and hold harmless Anaheim Union High School District and its officers, employees and agents thereof from all liability for loss, damage or injury to persons or property which may arise out of Independent Contractor's performance of services in connection with this Agreement.

The obligations of Anaheim Union High School District to fulfill the terms of this Agreement shall be waived in the event of "force majeure" (such as but not limited to inclement weather, public emergency or calamity, strike, labor disturbance, fire, interruption of transportation, casualty, physical disability, illness, flood, Act of God or other disturbance or any governmental restriction) prevents normal and usual operation of Anaheim Union High School District or sponsoring organization.

If for any reason, either party must reschedule prior to the date of service(s), make-up dates must be completed within one year of original contracted date.

#### TRAINING AGREEMENT

If Anaheim Union High School District cancels services at any time from 15 days to 6 weeks prior to date of services, contractor will be paid one-half of contracted fee by the Anaheim Union High School District; if Anaheim Union High School District cancels 2 weeks or less prior to date of services, contractor will be paid the full contracted amount. The exception to this policy will be if Anaheim Union High School District is able to book contractor for a comparable type of service on the same day/period.

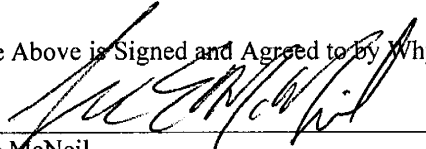
#### OWNERSHIP AND USE OF MATERIAL AND SERVICES

It is understood that the Anaheim Union High School District may use any forms, material, and information provided in this presentation in order to fulfill its mission.

It is understood by the Anaheim Union High School District and Independent Contractor that Anaheim Union High School District will not use any materials and activities developed separately by the Independent Contract for commercial sale, distribution, or any for-profit or not-for-profit activity without benefit of a new and separate Agreement related specifically to the material to be used.

It is permissible to distribute information/order forms/flyers regarding Independent Contractor's work independent of the Anaheim Union High School District before, during or after the workshop.

The Above is Signed and Agreed to by WhyTry, Inc.

  
\_\_\_\_\_  
Lee McNeil  
Director, Business Development

5/8/2009  
Date

Organization: **WhyTry, Inc., (private corporation)**  
Address: **5455 North River Run Drive**  
City: State: Zip: **Provo, UT 84604**  
Phone: **801-724-9879** Email: **lee@whytry.org**  
Social Security Number or Taxpayer Identification Number: **87-0673994**

Check to be made out to this name: Why Try, Inc.

The Above is Signed and Agreed to by Anaheim Union High School District

\_\_\_\_\_  
Dr. Frederick Navarro  
Assistant Superintendent, Education

\_\_\_\_\_  
Date

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:

4 <sup>th</sup>	day of	June	2009
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by and between

DEAFinitely Professional Interpreting Services, a subdivision of Goodwill Industries of Orange County

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:

DEAFinitely Professional Interpreting Services will provide American Sign Language interpreting for parents who are deaf and hard of hearing and who need to have sign language interpretation in order to participate in their child's educational activities, such as parent/teacher meetings, and other school related activities.

Site/School:	Various AUHSD School Sites	Funds (Cost Center):	General Funds (1400)
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2. List of Other Supportive Staff or Consultants:

Consultant does not require any additional staff.

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

Date:	July 1, 2009
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and shall diligently perform as specified and complete performance by:

Date:	June 30, 2010
-------	---------------

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:

The district will provide information about the names of parents, school contact information, and times and dates of meetings where services are needed.

5. District shall pay Consultant the maximum amount of

\$5,000

for services rendered

to # of people:	AUHSD parents who need an interpreter	# hours per day:	Various, as needed	# of days:	Various, as needed

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:

Services provided by DEAFinitely Interpreting Services allow parents, who are deaf and hard of hearing, to participate in school activities related to their child's education, in compliance with the Americans with Disabilities Act.

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

The consultant has a staff of trained interpreters who can assist families in need of this service, when the need arises. Using the consultant allows for meeting the needs of the families and schools, when the need arises.

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

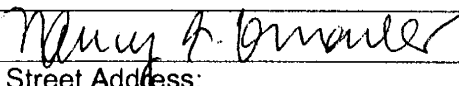
No technical support is needed.

**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:

<b>CONSULTANT:</b>	<b>DISTRICT:</b>
Typed Name of consultant (same as page 1):	
DEAFinitely Professional Interpreting Services, a subdivision of Goodwill Industries of Orange County	<b>Anaheim Union High School District</b>
Typed Name/Title of Authorized Signatory:	Typed Name of Assistant Superintendent:
Nancy Quarles, Vice President of Human Services	Frederick Navarro
Authorized Signature:	Signature of Assistant Superintendent:
	
Street Address:	Street Address:
200 N. Fairview	<b>501 Crescent Way, P.O. Box 3520</b>
City, State, Zip Code	City, State, Zip Code
Santa Ana, CA 92703	<b>Anaheim, CA 92803-3520</b>
Date:	Date:
May 11, 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*
	95-1644018

\*Or, initial below:

<input type="checkbox"/>	I have completed a new IRS Form <b>W-9</b> that will be submitted directly to AUHSD Accounting.
Telephone Number:	E-mail Address:
(714) 547-6308 x 357	Contact: Debbie Barber(debbieb@ocgoodwill.org)

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

**PRINCIPAL/DISTRICT ADMINISTRATOR:**

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

Signature:		Date:	May 14, 2009
------------	---	-------	--------------

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:

4 <sup>th</sup>	day of	June	2009
-----------------	--------	------	------

by and between

Goodwill Industries of Orange County dba Assistive Technology Exchange Center (ATEC)  
 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:

Assistive Technology Exchange Center (ATEC) will provide evaluations for students with significant communication disabilities, who are in need of assistive technology and/or augmentative and alternative communication (AAC) devices. These evaluations are completed per an Individual Education Program (IEP) team recommendation, and may also include trials of equipment and training for students, staff and parents, by ATEC staff on the equipment recommended.
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Site/School:	Various AUHSD School Sites	Funds (Cost Center):	Special Education Funds (2830)
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2. List of Other Supportive Staff or Consultants:

Consultant does not require any additional staff.
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3. Consultant shall commence providing services under this AGREEMENT on:

Date:	July 1, 2009
-------	--------------

and shall diligently perform as specified and complete performance by:

Date:	June 30, 2010
-------	---------------



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:

The district will provide IEPs and other educational reports, such as psychological assessments, speech-language assessments, and any other documentation that will provide ATEC with information about each student's educational and communication needs.

5. District shall pay Consultant the maximum amount of

\$5,000

for services rendered

to # of people:	AUHSD students who need assessments	# hours per day:	Various, as needed	# of days:	Various, as needed
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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:

The consultants at ATEC have specialized skills in assistive technology assessments that are needed for certain students who require other methods of communication. When we refer students to ATEC for an assessment, it is because our staff has identified a specific need that staff is unable to address. The ATEC staff will complete an assessment to determine if the student requires, or could benefit from, an augmentative or assistive device. This type of service is mandated under the IDEA, and this service allows the district to adhere to mandates, for students with these low incidence needs.

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

ATEC is an organization operated by Goodwill Industries of Orange County, for the specific purpose of providing assessments in the area of augmentative/alternative communication (AAC) and assistive technology (AT). The services provided are one-time assessment services for specific situations. The consultants of ATEC are contracted to Goodwill Industries, and would not be available for hire by the school

district.

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

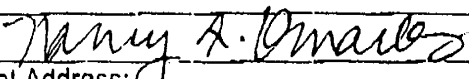
No technical support will be needed.

**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.
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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 (explain) \_\_\_\_\_
- Limited Right to Discharge:** Consultant not subject to termination as long as contract specifications are met, unless otherwise noted (see Agreement #5 and #11).
- No Compensation for Non-Completion:** Responsible for satisfactory completion of job; no compensation for non-completion.

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

<b>CONSULTANT:</b>		<b>DISTRICT:</b>	
Typed Name of consultant (same as page 1):			
Goodwill Industries of Orange County dba Assistive Technology Exchange Center (ATEC)		Anaheim Union High School District	
Typed Name/Title of Authorized Signatory:		Typed Name of Assistant Superintendent:	
Nancy Quarles, Vice President of Human Services		Frederick Navarro	
Authorized Signature:		Signature of Assistant Superintendent:	
			
Street Address:		Street Address:	
410 North Fairview		501 Crescent Way, P.O. Box 3520	
City, State, Zip Code		City, State, Zip Code	
Santa Ana, CA 92703		Anaheim, CA 92803-3520	
Date:		Date:	
April 30, 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*
	95-1644018

\*Or, initial below:

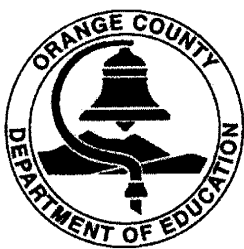
I have completed a new IRS Form W-9 that will be submitted directly to AUHSD Accounting.	
Telephone Number:	E-mail Address:
(714) 361-6200 X226	Contact: Lauren Wetzler (laurenw@goodwill.org)

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

**PRINCIPAL/DISTRICT ADMINISTRATOR:**

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

Signature:		Date:	April 30, 2009
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May 27, 2009

To: Assistant Superintendents, Business Services  
Community College Vice Chancellors

From: Wendy Benkert, Ed.D., Assistant Superintendent  
Business Services

Subject: **Orange County Sanitation District Sewer Capital Facilities Capacity Charges (OCSD Survey)**

**ORANGE COUNTY  
DEPARTMENT  
OF EDUCATION**

200 KALMUS DRIVE  
P.O. BOX 9050  
COSTA MESA, CA  
92628-9050

(714) 966-4000

FAX (714) 662-3570

www.ocde.us

**WILLIAM M. HABERMEHL**  
County Superintendent  
of Schools

LYNN APRIL HARTLINE  
Deputy Superintendent

JOHN L. NELSON  
Associate Superintendent

**ORANGE COUNTY  
BOARD OF EDUCATION**

JOHN W. BEDELL, PH.D.

ALEXANDRIA CORONADO, D.M.A.

ELIZABETH PARKER

LONG PHAM, PH.D.

KEN L. WILLIAMS, D.O.

As you are aware, the Orange County Sanitation District (OCSD) has been trying to assess a one-time infrastructure fee to school districts for new construction since 2003. Under the State Constitution, OCSD cannot lawfully require any of its customers to bear more than its fair share of the capital facilities capacity charges. Furthermore, Government Code section 54999.3 requires an "agreement [to be] reached between the two agencies through negotiations entered into by both parties."

With approval from the Orange County School District Boards, our office engaged Best Best & Krieger and an engineering firm to determine whether there was a sufficient nexus in OCSD's ordinances to show a connection between the amount of the fees proposed in the ordinance and the actual capital facilities charges assessed to school districts. Based upon preliminary review, it was determined that there may not be a sufficient nexus in the ordinance to justify the current fee structure. If we are to proceed forward with the process, attachment A provides an estimate of the fees to be incurred, pro-rated by the district's P2 ADA or full time equivalent. The fees have been separated by phases so that boards may approve expenditures through litigation and trial or up to a specific phase. If your district is in agreement with the action to proceed and would like to participate, please have your board approve the following motion:

"I move that the \_\_\_\_\_ District hereby authorize Orange County Department of Education to retain the services of Best Best & Krieger and an engineering firm to represent the District in negotiations and possible litigation. The District hereby agrees to pay its proportionate share of the attorneys' fees and engineering fees based on the District's average daily attendance or full time equivalent up through phase \_\_\_\_."

On May 21, 2009, OCSD sent our office a spreadsheet that contains each school district and/or community college with the improvements that they are currently aware of. They have requested that we complete the square footage for these improvements and include any additional construction that may not be listed. Note that the first seven columns are provided by the OCSD; our office added the last two columns to capture replacement of old buildings and to claim credit for any potential net loss in square footage. Please note that OCSD's request only pertains to permanent facilities and not portables. It is important to comply with OCSD's request in a timely manner to show that we are negotiating in good faith. Please complete the survey in the excel spreadsheet attached and return it to Darren Dang at ddang@ocde.us.

If you have any concerns or questions regarding this information, please contact me at (714) 966-4229 or Ron Wenkart at (714) 966-4220.

cc: Superintendents  
Chancellors  
Ron Wenkart, General Counsel

Orange County Sanitation District - Estimated Costs of Potential Legal Action  
Best Best & Krieger

ATTACHMENT A

District	P-2 ADA (K-12) FTE (CC)	Pro-Rata Share	Litigation Cost Breakdown											Phase III Total	Total Cost Per All Phases
			I Consult <sup>1</sup>	I Expert Witness <sup>2</sup>	I Total	II Demurrer <sup>3</sup>	II Discovery <sup>4</sup>	II Other Fees <sup>5</sup>	II Total	III Trial Preparation <sup>6</sup>	III Trial <sup>7</sup>	III Post Trial <sup>8</sup>			
Anaheim City	18,696.96	4.49%	\$ 897.51	\$ 2,243.78	\$ 3,141.30	\$ 673.13	\$ 4,038.81	\$ 224.38	\$ 4,936.32	\$ 10,097.02	\$ 3,365.67	\$ 1,121.89	\$ 14,584.59	\$ 22,662.21	
Buena Park	5,372.85	1.29%	\$ 257.91	\$ 644.78	\$ 902.70	\$ 193.44	\$ 1,160.61	\$ 64.48	\$ 1,418.53	\$ 2,901.53	\$ 967.18	\$ 322.39	\$ 4,191.10	\$ 6,513.32	
Centralia	4,610.12	1.11%	\$ 221.30	\$ 553.25	\$ 774.55	\$ 165.98	\$ 995.85	\$ 53.33	\$ 1,217.15	\$ 2,489.63	\$ 829.88	\$ 276.63	\$ 3,896.13	\$ 5,587.83	
Cypress	3,988.46	0.96%	\$ 191.46	\$ 478.65	\$ 670.11	\$ 143.59	\$ 861.56	\$ 47.86	\$ 1,053.02	\$ 2,153.91	\$ 717.97	\$ 239.32	\$ 3,111.20	\$ 4,834.33	
Fountain Valley	5,975.66	1.43%	\$ 286.85	\$ 717.13	\$ 1,003.98	\$ 215.14	\$ 1,290.83	\$ 71.71	\$ 1,577.68	\$ 3,227.07	\$ 1,075.69	\$ 358.56	\$ 4,661.32	\$ 7,242.98	
Fullerton	13,118.13	3.15%	\$ 629.71	\$ 1,574.28	\$ 2,203.99	\$ 472.28	\$ 2,833.70	\$ 157.43	\$ 3,463.41	\$ 7,084.26	\$ 2,361.42	\$ 887.14	\$ 10,232.82	\$ 15,900.22	
Huntington Beach City	6,497.28	1.56%	\$ 311.89	\$ 779.72	\$ 1,091.61	\$ 233.92	\$ 1,403.50	\$ 77.97	\$ 1,715.39	\$ 3,508.76	\$ 1,169.59	\$ 389.86	\$ 5,068.21	\$ 7,875.22	
La Habra City	5,452.36	1.31%	\$ 261.73	\$ 654.33	\$ 916.06	\$ 196.30	\$ 1,177.79	\$ 65.43	\$ 1,439.52	\$ 2,944.47	\$ 981.49	\$ 327.16	\$ 4,253.12	\$ 6,608.70	
Lowell Joint	1,352.85	0.32%	\$ 64.94	\$ 162.35	\$ 227.29	\$ 48.71	\$ 292.23	\$ 16.24	\$ 357.18	\$ 730.59	\$ 243.53	\$ 81.18	\$ 1,055.29	\$ 1,639.76	
Magnolia	6,116.58	1.47%	\$ 293.62	\$ 734.04	\$ 1,027.65	\$ 220.21	\$ 1,321.27	\$ 73.40	\$ 1,614.88	\$ 3,303.17	\$ 1,101.06	\$ 367.02	\$ 4,771.25	\$ 7,413.78	
Ocean View	9,224.86	2.21%	\$ 442.82	\$ 1,107.06	\$ 1,549.88	\$ 332.12	\$ 1,992.70	\$ 110.71	\$ 2,435.52	\$ 4,981.75	\$ 1,660.58	\$ 553.53	\$ 7,195.86	\$ 11,181.27	
Savanna	2,368.46	0.57%	\$ 113.69	\$ 284.23	\$ 397.93	\$ 85.27	\$ 511.62	\$ 28.42	\$ 625.31	\$ 1,279.05	\$ 426.35	\$ 142.12	\$ 1,847.52	\$ 2,870.76	
Westminster	9,605.68	2.31%	\$ 461.10	\$ 1,152.76	\$ 1,613.86	\$ 345.83	\$ 2,074.96	\$ 115.28	\$ 2,536.07	\$ 5,187.41	\$ 1,729.14	\$ 576.38	\$ 7,492.92	\$ 11,642.85	
Anaheim Union	31,550.34	7.57%	\$ 1,514.52	\$ 3,786.29	\$ 5,300.81	\$ 1,135.89	\$ 6,815.32	\$ 378.63	\$ 8,329.84	\$ 17,038.31	\$ 5,679.44	\$ 1,893.15	\$ 24,610.89	\$ 38,241.53	
Fullerton Joint Union	14,650.06	3.52%	\$ 703.25	\$ 1,758.12	\$ 2,461.37	\$ 527.44	\$ 3,164.62	\$ 175.81	\$ 3,867.87	\$ 7,911.55	\$ 2,637.18	\$ 879.06	\$ 11,427.80	\$ 17,575.04	
Huntington Beach Union	15,380.20	3.69%	\$ 738.30	\$ 1,845.75	\$ 2,584.04	\$ 553.72	\$ 3,322.34	\$ 184.57	\$ 4,060.64	\$ 8,305.85	\$ 2,768.62	\$ 922.87	\$ 11,997.35	\$ 18,642.03	
Brea-Olinda	5,746.85	1.38%	\$ 275.87	\$ 689.67	\$ 965.53	\$ 206.90	\$ 1,241.40	\$ 68.97	\$ 1,517.27	\$ 3,103.50	\$ 1,034.50	\$ 344.83	\$ 4,482.84	\$ 6,965.64	
Garden Grove	46,604.96	11.19%	\$ 2,237.19	\$ 5,592.96	\$ 7,830.15	\$ 1,677.89	\$ 10,067.33	\$ 559.30	\$ 12,304.52	\$ 25,168.34	\$ 8,389.45	\$ 2,796.48	\$ 36,354.26	\$ 56,488.93	
Los Alamitos	9,196.16	2.21%	\$ 441.44	\$ 1,103.61	\$ 1,545.06	\$ 331.08	\$ 4,450.19	\$ 247.23	\$ 5,439.12	\$ 11,125.48	\$ 3,708.49	\$ 551.81	\$ 16,070.13	\$ 24,970.52	
Newport-Mesa	20,601.38	4.94%	\$ 988.93	\$ 2,472.33	\$ 3,461.26	\$ 741.70	\$ 4,450.19	\$ 247.23	\$ 5,439.12	\$ 11,125.48	\$ 3,708.49	\$ 551.81	\$ 16,070.13	\$ 24,970.52	
Orange	28,987.31	6.96%	\$ 1,391.48	\$ 3,478.71	\$ 4,870.19	\$ 1,043.61	\$ 6,261.67	\$ 347.87	\$ 7,653.15	\$ 15,654.18	\$ 5,218.06	\$ 1,739.35	\$ 22,611.59	\$ 35,134.93	
Placentia-Yorba Linda	25,113.98	6.03%	\$ 1,205.55	\$ 3,013.88	\$ 4,219.43	\$ 904.16	\$ 5,424.98	\$ 301.39	\$ 6,630.53	\$ 13,562.44	\$ 4,520.81	\$ 1,506.94	\$ 19,590.19	\$ 30,440.15	
Santa Ana	55,334.06	13.28%	\$ 2,656.21	\$ 6,640.52	\$ 9,296.73	\$ 1,992.16	\$ 11,952.94	\$ 664.05	\$ 14,609.15	\$ 29,882.36	\$ 9,960.79	\$ 3,320.26	\$ 43,163.41	\$ 67,069.30	
Tustin	20,926.68	5.02%	\$ 1,004.55	\$ 2,511.37	\$ 3,515.91	\$ 753.41	\$ 4,520.46	\$ 251.14	\$ 5,525.01	\$ 11,301.15	\$ 3,767.05	\$ 1,255.68	\$ 16,323.89	\$ 25,364.81	
Coast	17,390.00	4.17%	\$ 834.77	\$ 2,086.94	\$ 2,921.71	\$ 626.08	\$ 3,756.49	\$ 208.69	\$ 4,591.26	\$ 9,391.22	\$ 3,130.41	\$ 1,043.47	\$ 13,565.09	\$ 21,078.07	
North Orange County	17,278.00	4.15%	\$ 829.40	\$ 2,073.50	\$ 2,902.90	\$ 622.05	\$ 3,732.29	\$ 207.35	\$ 4,561.69	\$ 9,330.73	\$ 3,110.24	\$ 1,036.75	\$ 13,477.73	\$ 20,942.32	
Rancho Santiago	15,499.00	3.72%	\$ 744.00	\$ 1,860.00	\$ 2,604.00	\$ 558.00	\$ 3,348.00	\$ 186.00	\$ 4,092.01	\$ 8,370.01	\$ 2,790.00	\$ 930.00	\$ 12,090.02	\$ 18,786.03	
<b>Totals</b>	<b>416,639.23</b>	<b>100.00%</b>	<b>\$ 20,000.00</b>	<b>\$ 50,000.00</b>	<b>\$ 70,000.00</b>	<b>\$ 15,000.00</b>	<b>\$ 90,000.00</b>	<b>\$ 5,000.00</b>	<b>\$ 110,000.00</b>	<b>\$ 225,000.00</b>	<b>\$ 75,000.00</b>	<b>\$ 25,000.00</b>	<b>\$ 325,000.00</b>	<b>\$ 505,000.00</b>	

1 - Meetings with school district and office of education representatives  
2 - Retain an engineering consulting firm as an expert witness with an estimated cost of \$50,000.  
3 - A demurrer challenges all or a portion of the lawsuit. The \$15,000 would cover the preparation of the demurrer, evaluation of opposition, preparation of reply to opposition, and attendance in court.  
4 - Average monthly cost of \$15,000 for approximately 4-6 months. For budgeting purposes, the higher estimate of \$90,000 (\$15,000 X 6 months) was used.  
5 - \$5,000 includes court reporter fees, travel, and copying costs.  
6 - Ranges from \$50,000 to \$75,000 for a trial estimated to be 5 to 7 days. For budgeting purposes, the higher estimate of \$75,000 per month was used.  
7 - Estimated cost range is \$50,000 to \$75,000 for a trial estimated to be 5 to 7 days. For budgeting purposes, the higher estimate of \$75,000 was used.  
8 - Includes closing trial brief(s), statement of decision, and discussions with school district representatives.

Orange County School District Construction Projects									
SCHOOL DISTRICT	CONSTRUCTION PROJECT	START DATE	COMPLETION DATE	SQUARE FEET	NOTES	Update 1/29/09	Replacement of an existing building or structure? (yes / no)	Net change in square footage (+ for increase, - for decrease)	
Anaheim City	Harbor Campus (North Campus) - New Construction	UTL	Jul-07		Invoice sent 6/30/08	2008 Progress Report - no change Measure BB			
	Harbor Campus (South Campus) - New Construction	UTL	Jul-07		Invoice sent 6/30/08				
	Harbor Campus (Library) - New Construction	UTL	Jul-07		Invoice sent 6/30/08				
	Harbor Campus (Multipurpose Room) - New Construction	UTL	Jul-07		Invoice sent 6/30/08				
	Revere Campus (One-story classroom bldg) - New Construction	UTL	Jul-07		Invoice sent 6/30/08				
	Revere Campus (Two-story classroom bldg) - New Construction	UTL	UTL		Invoice sent 6/30/08				
	Revere Campus (Kitchen) - New Construction	UTL	UTL		Invoice sent 6/30/08				
	Ponderosa Campus (Elementary School) - New Construction	UTL	UTL		Invoice sent 6/30/08				
	Mann (2-story school, pre-school center, kitchen) - New Construction	UTL	UTL		Invoice sent 6/30/08				
	Lincoln New school) - New construction	UTL	UTL		Invoice sent 6/30/08				
	Westmont Elementary (Administration/Library Bldg) - New Construction	UTL	Nov-03		Invoice sent 6/30/08				
	Westmont Elementary (2 Classrooms; Bldg. B & C) - New Construction	UTL	Nov-03		Invoice sent 6/30/08				
	Mabel L. Pendleton Elementary (Library Bldg.) - New Construction	UTL	Jun-04		Invoice sent 6/30/08		No findings		
	Gilbert Elementary (Administration Bldg) - New Construction	UTL	Oct-04		Invoice sent 6/30/08				
Corey Elementary School (Administration Bldg) - New Construction	UTL	Oct-04		Invoice sent 6/30/08					

UTL - Unable to Locate



SCHOOL DISTRICT	CONSTRUCTION PROJECT	START DATE	COMPLETION DATE	SQUARE FEET	NOTES	Update 1/29/09	Replacement of an existing building or structure (see LSC)	Net change in square footage (+ for increase, - for decrease)
Centralia	Buena Park Jr High School (Gym/Locker Room Building) - New Construction	UTL	Jan-08	16,160	Invoice sent 6/30/08 15,000 sqft = \$1,400,000 0 = \$12,448	Focus Newsletter states 16,000 sqft opening January 2009		
	None found				Invoice sent 6/30/08	No findings		
Cypress	None found				Invoice sent 6/30/08	Measure M Approved 1/24/08 Researched new construction		
	None found				Invoice sent 6/30/08	No findings		
Fountain Valley	None found				Invoice sent 6/30/08	No findings		
	Sister School - New School Construction	Apr-03	Dec-04	55,000	155,000 sqft = \$675,000 17,000 = \$37,125 Invoice sent 6/30/08	No findings Measure CC		
Fullerton	Lakers Vista Junior High - New Construction	Mar-05	Apr-06	15,000	15,000 sqft = \$1,050,000 0/10/04 = \$15,750; Invoice 6/30/08			
	Beechwood Elementary - New Multipurpose Building	Mar-05	Apr-06	4,000	4,000 sqft = \$1,050,000 17,000 = \$4,200 Invoice sent 6/30/08			
Laguna Hills	Laguna Hills Elementary - New Multipurpose Building	Mar-05	Apr-06	4,000	4,000 sqft = \$1,050,000 17,000 = \$4,200 Invoice sent 6/30/08			
	Pacific Drive Elementary - New Multipurpose Building	Mar-05	Apr-06	4,000	4,000 sqft = \$1,050,000 17,000 = \$4,200 Invoice sent 6/30/08			

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SCHOOL DISTRICT	CONSTRUCTION PROJECT	START DATE	COMPLETION DATE	SQUARE FEET	NOTES	Update 1/23/03	Replacement of an existing building or structure? (yes, no)	Net change in square footage (+ for increase, - for decrease)
	Richman Elementary - New Multipurpose Building	Mar-05	Apr-05	4,000	4,000 sq ft \$1,280,000 = \$4,240 Invoice sent 6/23/05			
	Rolling Hills Elementary - New Multipurpose Building	Mar-05	Apr-05	4,000	4,000 sq ft \$1,050,000 = \$4,240 Invoice sent 5/23/05			
	Sunset Lane Elementary - New Multipurpose Building	Mar-05	Apr-05	4,000	4,000 sq ft \$1,050,000 = \$4,240 Invoice sent 5/23/05			
	Woodrose Elementary - New Multipurpose Building	Mar-05	Apr-05	4,000	4,000 sq ft \$1,050,000 = \$4,200 Invoice sent 6/23/05			
	La Vista Community High - 1 Classroom Addition with Utility	UTL	UTL		Invoice sent 6/23/05			
Huntington Beach	Locker Room Building - 1503 Palm Ave.	May-08			6/23/08 Invoice sent \$1310/1000 sqft = \$10,752.48 Measure DD	Sale of Le Band Elementary Measure DD		
La Habra City	None found				Invoice sent 6/23/06	No findings		
Magnolia	None found				Invoice sent 6/23/08	No findings		
Ocean View	Green View Junior High - 2-story classroom wing including 16 classrooms, 2.2 sets of restrooms	UTL	UTG		Invoice sent 6/23/08	Measure J6		
Savanna	None found				Invoice sent 6/23/08	Measure N Approved 11/21/08 Research new construction		
Westminster	None found				Invoice sent 6/23/08	Measure O Approved 11/21/08 Research new construction		

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SCHOOL DISTRICT	CONSTRUCTION PROJECT	START DATE	COMPLETION DATE	SQUARE FEET	NOTES	Update 12/31/09	Replacement of an existing building or structure? Yes, No	Net change in square footage: + for increase, - for decrease
Lowell Joint	None found				Invoice sent 6/20/09	No findings		
Anaheim Union	Kennedy HS (Practice Gym) - New construction	UTL	Sep-06		Invoice sent 6/30/09	Measure Z No findings		
	Kennedy HS (Medis Center) - New construction (Expansion of existing facility)	UTL	Sep-06		Invoice sent 6/30/09			
	Kennedy HS (Performing Arts Center) - New construction	UTL	Sep-06		Invoice sent 6/30/09			
	Kennedy HS (Science Bldg) - New construction	UTL	Sep-06		Invoice sent 6/30/09			
	Lexington Jr HS (Media Center) - New construction	UTL	Mar-06		Invoice sent 6/30/09			
	Lexington Jr HS (Admin Bldg) - New construction	UTL	Mar-06		Invoice sent 6/30/09			
	Lexington Jr HS (Multi-purpose Bldg) - New construction	UTL	Mar-06		Invoice sent 6/30/09			
	Lexington Jr HS (Nitchen) - New construction	UTL	Mar-06		Invoice sent 6/30/09			
	Lexington Jr HS (Restrooms) - New construction	UTL	Mar-06		Invoice sent 6/30/09			
	Oxford Academy (Classrooms) - New construction	UTL	Mar-06		Invoice sent 6/30/09			
	Oxford Academy (Gym) - New construction	UTL	Mar-06		Invoice sent 6/30/09			
	Cypress HS (Classrooms) - New construction	UTL	Mar-06		Invoice sent 6/30/09			
	Cypress HS (Gym) - New construction	UTL	Mar-06		Invoice sent 6/30/09			
	Loara HS (Classrooms) - New construction	UTL	May-06		Invoice sent 6/30/09			
	Loara HS (Science Labs) - New construction	UTL	May-06		Invoice sent 6/30/09			
	South Jr HS (Classrooms) - New construction	UTL	Aug-06		Invoice sent 6/30/09			

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SCHOOL DISTRICT	CONSTRUCTION PROJECT	START DATE	COMPLETION DATE	SQUARE FEET	NOTES	Update 1/29/09	Replacement of an existing building or structure? (yes / no)	Net change in square footage, (+ for increase, - for decrease)
	South Jr HS (Computer Labs) - New construction, 4	UTL	Nov-06		invoice sent 6/30/08			
	South Jr HS (Admin Bldg) - New construction; expansion of existing bldg	UTL	Nov-05		invoice sent 6/30/08			
	Katella HS (Classrooms) - New construction, 43	UTL	Sep-07		invoice sent 6/30/08			
	Katella HS (Admin/Science Bldg) - New construction	UTL	Sep-07		invoice sent 6/30/08			
	Katella HS (Gym) - New construction	UTL	Sep-07		invoice sent 6/30/08			
<b>Fullerton Joint</b>	<b>Buena Park HS (Growth Bldg) - New construction</b>	UTL	Aug-03	18,000	(18,000sqft*\$675)/1000 = \$12,150; invoice sent 6/30/08	No findings Measure AA		
	<b>Fullerton Union HS (Growth Bldg) - New construction</b>	UTL	Feb-06	18,000	(18,000sqft*\$1,050)/1000 = \$18,900; invoice sent 6/30/08			
	<b>La Habra HS (Growth Bldg) - New construction</b>	Apr-03	Feb-04	18,000	(18,000sqft*\$675)/1000 = \$12,150; invoice sent 6/30/08			
	<b>Sonora HS (Growth Bldg) - New construction</b>	Jun-03	Aug-04	18,000	(18,000sqft*\$675)/1000 = \$12,150; invoice sent 6/30/08			
	<b>Sunny Hills HS (Growth Bldg) - New construction</b>	UTL	Aug-03	18,000	(18,000sqft*\$675)/1000 = \$12,150; invoice sent 6/30/08			

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SCHOOL DISTRICT	CONSTRUCTION PROJECT	START DATE	COMPLETION DATE	SQUARE FEET	NOTES	Update 1/29/09	Replacement of an existing building or structure? (Yes/No)	Net change in square footage (+ for increase, - for decrease)
	Troy HS (Growth Bldg) - New construction	Jun-03	Mar-05	18,000	(18,000sqft*\$675)/1000 = \$12,150; invoice sent 6/30/08			
	Troy HS (Endeavor Bldg) - New construction	Winter 2005	Fall 2006	11,000	(11,000sqft*\$1,050)/1000 = \$11,550; invoice sent 6/30/08			
Huntington Beach Union	Fountain Valley HS (Classroom Bldg) - New construction; expansion of existing bldg	Jul-05	Aug-06	14,600	(14,600sqft*\$1,050)/1000 = \$15,330; invoice sent 6/30/08	No findings Measure C		
	Huntington Beach HS (Maintenance Bldg) - New Construction, pre-engineered metal bldg w/shower room and office	UTL	Jul-05	4,500	(4,500sqft*\$1,050)/1000 = \$4,725; invoice sent 6/30/08			
	Huntington Beach HS (Classroom Bldg) - New construction; 19 classrooms	UTL	Oct-06		Invoice sent 6/30/08			
	Huntington Beach HS (Performing Arts) - New construction; addition to auditorium	Summer/Fall 2007	UTL		Invoice sent 6/30/08			
	Ocean View HS (Classroom Bldg) - New construction; 17 classrooms	UTL	Nov-06		Invoice sent 6/30/08			
	Westminster HS - New Construction; 13 classrooms; restrooms; teacher workrooms	Aug-06	Jul-07		Invoice sent 6/30/08			
Brea-Olinda Unified	Brea-Olinda HS (Classroom Bldg) - New construction, "Bldg M"	Oct-06	UTL	32,000	(32,000sqft*\$1,310)/1000 = \$41,920; invoice sent 6/30/08	Bousd Long-Term Facilities Master Plan		
Garden Grove Unified	None found				Invoice sent 6/30/08	No findings		

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SCHOOL DISTRICT	CONSTRUCTION PROJECT	START DATE	COMPLETION DATE	SQUARE FEET	NOTES	Update 1/29/09	Replacement of an existing building or structure? (yes / no)	Net change in square footage (+ for increase, - for decrease)
Los Alamitos Unified	Los Alamitos HS - New Construction: 2-story classroom facility	Aug-04	UTL		Invoice sent 6/30/08	Measure K Moderization Approval 11/2008		
	Los Alamitos HS (Athletic Bldg) - New construction	UTL	UTL		Invoice sent 6/30/08			
Newport-Mesa Unified	Kaiser Elementary - New restroom building added		Dec-05		Invoice sent 6/30/08	No findings Measure A		
	Estancia/Cost Mesa High (Stadium: Team rooms, restrooms, ticket sales/concession for both teams) - New Construction	UTL	Apr-08		Invoice sent 6/30/08	No findings Measure F		
	TeWinkle (Gym/Locker Room) - New construction	UTL	UTL		Invoice sent 6/30/08			
	Newport Harbor High (Theatre, Class rooms, office) - New Construction	UTL	UTL		Invoice sent 6/30/08			
Orange Unified	None found				No modernization or new construction; Bond Measure A failed in 11/04 vote	Historical Villa Park Demo CCHE Grant App. Review new construction Bid 6/19/08		
Placentia YL Unified	Meirose Elementary - New School Construction	2002	Sep-04		Invoice sent 6/30/08	Measure Y (old) Measure A (new bond)		
	Lakeview Elementary - New School Construction	2003	Sep-05		Invoice sent 6/30/08	Research new construction		
	Gualberto Valadez Middle School - New Construction	UTL	Fall 2008		Invoice sent 6/30/08			
	Yorba Linda HS - New Construction	UTL	Fall 2008		Already Invoiced			
	Esperanza HS (6 Classroom wing) - New construction	UTL	Jul-07		Invoice sent 6/30/08			

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SCHOOL DISTRICT	CONSTRUCTION PROJECT	START DATE	COMPLETION DATE	SQUARE FEET	NOTES	Update 1/29/09	Replacement of an existing building or structure? (yes / no)	Net change in square footage (+ for increase, - for decrease)
	Esperanza HS (multiuse gym) - New construction	UTL	Jul-07		Invoice sent 6/30/08			
	Travis Ranch Middle School [food service restrooms (playground area)] - New Construction	UTL	Apr-04		Invoice sent 6/30/08			
	El Camino Real HS (classroom wing) - New Construction	UTL	UTL		Invoice sent 6/30/08			
	El Dorado HS (District Music Hall) - New Construction	UTL	UTL		Invoice sent 6/30/08			
	Kraemer Middle School (library/media center) - New Construction	UTL	Jan-08		Invoice sent 6/30/08			
	Valencia HS (restroom facilities (near stadium)) - New Construction	UTL	UTL		Invoice sent 6/30/08			
	Valencia HS [12 classroom wing] - New Construction	UTL	UTL		Invoice sent 6/30/08			
	Rio Vista Elementary (8 classroom wing) - New Construction	UTL	UTL		Invoice sent 6/30/08			
	Van Buren Elementary (8 classroom wing) - New Construction	UTL	UTL		Invoice sent 6/30/08			
	Van Buren Elementary (new library/media center) - New Construction	UTL	UTL		Invoice sent 6/30/08			
<b>Santa Ana Unified</b>	<b>Hector Godinez HS - New Construction: 9 one and two story buildings</b>	Oct-03	Oct-06		Connection Fee rec'd 01/21/2004 for \$333,777.73	<b>Measure C (old)</b>		
	<b>Heroes Elementary - New Construction: 2 buildings</b>	May-06	Jan-08	46,000	Connection Fees rec'd 8/14/07 for \$48,300	<b>Measure G</b> <b>Research new construction</b>		
	<b>Lorin Grisset Academy - New Construction: new building</b>	Sep-04	Dec-06		Connection Fee Rec'd 12/21/2004 for \$59,473.91			

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SCHOOL DISTRICT	CONSTRUCTION PROJECT	START DATE	COMPLETION DATE	SQUARE FEET	NOTES	Update 1/29/09	Replacement of an existing building or structure? (yes/no)	Net change in square footage (+ for increase, - for decrease)
	<b>Mauel Esqueda Elementary</b> - New Construction: 3 buildings	Oct-03	May-05		Connection Fee Rec'd 11/13/2003 for \$116,374.16			
	<b>Segerstrom HS</b> - New Construction: "several" new buildings	May-02	Sep-05		Connection Fee Rec'd 03/28/2003 for \$422,231.13			
	<b>Jackson Elementary</b> - New Construction: 2-story classroom building	Dec-02	Apr-04		Connection Fee rec'd 02/10/2003 for \$72,630.91			
	<b>Lincoln Elementary</b> - New Construction: 2-story classroom building	Dec-02	May-04		Connection Fee rec'd 02/10/2003 for \$82,211.86			
	<b>Roosevelt Elementary</b> - New Construction: 2-story classroom building	Dec-02	Apr-04		Connection Fee rec'd 02/10/2003 for \$63,956.65			
	<b>Washington Elementary</b> - New Construction: 2-story classroom building	Dec-02	May-04		Connection Fee rec'd 02/10/2003 for \$79,385.44			
<b>Tustin Unified</b>	<b>Foothill High School Science Center</b> - New Construction: biology, chemistry and physics labs, earth science and physical science classrooms, other rooms	Apr-08	In-progress	50,000	Invoice sent 6/30/08	Measure L Approved 11/2008 Research new construction		

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SCHOOL DISTRICT	CONSTRUCTION PROJECT	START DATE	COMPLETION DATE	SQUARE FEET	NOTES	Update 1/29/09	Replacement of an existing building or structure? (yes / no)	Net change in square footage (+ for increase, - for decrease)
Coast Community College	Coast Community College District (Admin Office) - New Construction: 1-story Admin building	Mar-07	Jun-08	57,030	City of Costa Mesa billed \$75,019.77 in 04/07 but also gave a "demo" credit of \$70,470.14. Net collection: \$4,59.63. Can't find original CFCC, is demo cr justified?? No invoice sent	Measure C No findings		
	Coastline CC(Westminster Learning Center) - New Construction: 2-story learning center	Jul-04	Oct-05	42,000	(42,000sqft*\$1,050)/1000 = \$44,100; invoice sent 6/30/08			
	Golden West College (Learning Resource Center) - New Construction: 3-story building	Oct-07	Feb-09	55,000	(55,000sqft*\$1,357)/1,000 = \$74,635; invoice sent 6/30/08			
	Golden West College (Health Sciences) - New Construction: 3-story building	Apr-07	Mar-08	25,000	(25,000*\$1,310)/1000 = \$32,750; invoice sent 6/30/08			
	Golden West College (Student Center) - Renovation: expansion of 460 sqft	Jun-04	Dec-04	460	(460*\$1,050)/1000 = \$483; invoice sent 6/30/08			

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SCHOOL DISTRICT	CONSTRUCTION PROJECT	START DATE	COMPLETION DATE	SQUARE FEET	NOTES	Update 1/29/09	Replacement of an existing building or structure? (yes/no)	Net change in square footage (+ for increase, - for decrease)
	Orange Coast College (Library/Resource Center) - New Construction: 2-story building	Mar-06	Dec-07	88,777	(88,777*\$1,050)/1000 = \$93,215.85; invoice sent 6/30/08			
	Orange Coast College (Field House) - New Construction: exercise/science facility, restroom/ticket office building	N/A	N/A	N/A	This is the OCC Fitness Center; project was re-named. See "Fitness Center" project below			
	Orange Coast College (Arts Pavilion) - New Construction: art gallery/student café	Sep-05	Nov-06	8,500	(8,500sqft*\$1,050)/1000 = \$8,925; invoice sent 6/30/08			
	Orange Coast College (Watson Hall Renovation) - Renovation of 4-story building	UTL	Aug-06	55,972	(55,972sqft*\$1,050)/1000 = \$58,770.60; invoice sent 6/29/07			
	Orange Coast College (Theater Arts) - Renovation: expansion of theater	Jan-07	Jan-08		Invoice sent 6/30/08			
	Orange Coast College (Fitness Center) - New Construction: fitness center building	Nov-05	Jan-07	36,850	(36,850 sqft*\$1,050)/1,000 = \$38,770.60. Invoice sent 6/30/08			
	Orange Coast College (Transportation Facility) - New Construction: 1-story office, vehicle maintenance shop, bus storage, vehicle wash	Apr-04	Jun-05		Invoice sent 6/30/08			

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SCHOOL DISTRICT	CONSTRUCTION PROJECT	START DATE	COMPLETION DATE	SQUARE FEET	NOTES	Update 1/29/09	Replacement of an existing building or structure? (yes / no)	Net change in square footage (+ for increase, - for decrease)
	Orange Coast College (Child Education Lab) - Addition: 877 sq ft classroom addition	Jan-06	Mar-06	877	(877sqft*\$1,050)/1000 = \$920.85; invoice sent 6/30/08			
North O.C. Community College	Cypress College - New Construction: library/learning center, athletic facilities, campus center, maintenance facility	UTL	UTL		Invoice sent 6/30/08	No findings Measure X		
	Cypress College (Athletic Facilities) - New Construction	UTL	UTL		Invoice sent 6/30/08			
	Cypress College (Campus Center) - New Construction	UTL	UTL		Invoice sent 6/30/08			
	Cypress College (Maintenance Facility) - New Construction	UTL	UTL		Invoice sent 6/30/08			
	School of Continuing Education - New Construction: Wishire Center	UTL	UTL		Invoice sent 6/30/08			
	Fullerton College - New Construction: library/resource center, classroom & faculty bldg, campus safety facility, physical education facilities	UTL	UTL		Invoice sent 6/30/08			
Rcho Santiago Comm. College	Fullerton College - Science Building	Feb-09				QC Register		
	Santiago Canyon College (Orange Education Center) - New Construction	Apr-04	Feb-05	92,500	See back-up. This may not be new construction rather newly acquired bldgs	No findings Measure E		
	Santiago Canyon College- (Student Services Bldg) - New Construction	Mar-03	Aug-04	30,000	(30,000sqft*\$675)/1000 = \$20,250; invoice sent 6/30/08			

UTL - Unable to Locate

SCHOOL DISTRICT	CONSTRUCTION PROJECT	START DATE	COMPLETION DATE	SQUARE FEET	NOTES	Update 1/29/09	Replacement of an existing building or structure? (yes / no)	Net change in square footage (+ for increase, - for decrease)
	Santiago Canyon College (Library) - New Construction	Nov-04	Mar-06	40,000	(40,000sqft*\$1,050)/1000 = \$42,000; invoice sent 6/30/08			
	Santiago Canyon College (Science Center) - New Construction	UTL	Dec-07	60,000	(60,000sqft*\$1,050)/1000 = \$63,000; invoice sent 6/30/08			
	Santiago Canyon College (Gymnasium)	UTL	UTL		This project listed as "in progress" (see back-up). Request for info has been sent 6/18/07; invoice sent 6/30/08			
	Santiago Canyon College (Math/Science Bldg)	UTL	UTL		These are most likely future projects. Back-up lists as "pending." request for info has been sent 6/18/07; invoice sent 6/30/08			

UTL - Unable to Locate

SCHOOL DISTRICT	CONSTRUCTION PROJECT	START DATE	COMPLETION DATE	SQUARE FEET	NOTES	Update 1/29/09	Replacement of an existing building or structure? (yes / no)	Net change in square footage (+ for increase, - for decrease)
	Santiago Canyon College (Humanities Bldg)	UTL	UTL		These are most likely future projects. Back-up lists as "pending." request for info has been sent 6/18/07; invoice sent 6/30/08			
	Santiago Canyon College (Warehouse/Maint Bldg)	UTL	UTL		These are most likely future projects. Back-up lists as "pending." request for info has been sent 6/18/07; invoice sent 6/30/08			
	Santa Ana College (Digital Media Center) - New Construction	Dec-04	Sep-06	28,000	(28,000sqft*\$1,050)/1000 = \$29,400; invoice sent 6/30/08			
	Santa Ana College - (Weight Lifting Pavillion) -New Construction	UTL	UTL		Back-up lists as "completed." request for info has been sent. 6/18/07; invoice sent 6/30/08			

UTL - Unable to Locate

SCHOOL DISTRICT	CONSTRUCTION PROJECT	START DATE	COMPLETION DATE	SQUARE FEET	NOTES	Update 1/29/09	Replacement of an existing building or structure? (yes / no)	Net change in square footage (+ for increase, - for decrease)
	Santa Ana College - (Sheriff's Regional) - New Construction	May-05	Jul-07	52,000	(52,000sqft*\$1,050)/1000 = \$54,600; invoice sent 6/30/08			
	Santa Ana College - (Locker Rooms) - New Construction	UTL	UTL	22,000	(22,000sqft*\$1,050)/1000 = \$23,100; invoice sent 6/30/08			
	Santa Ana College - (Child Development Center) - New Construction	UTL	UTL	24,100	(24,100sqft*\$1,050)/1000 = \$25,305; invoice sent 6/30/08			
	Santa Ana College - (Classroom Bldg) - New Construction	UTL	UTL		These are most likely future projects. Back-up lists as "pending." request for info has been sent 6/18/07; invoice sent 6/30/08			

UTL - Unable to Locate



## SCHOOLS LEGAL SERVICE

WILLIAM M. HABERMEHL  
County Superintendent of Schools

200 Kalmus Drive · P.O. Box 9050  
Costa Mesa, CA 92628-9050

(714) 966-4220  
(714) 434-4945 FAX

RONALD D. WENKART  
General Counsel


CLAIRE Y. MOREY  
LYSA M. SALTZMAN  
KAREN T. MEYERS  
Counsel

NORMA GARCIA  
Paralegal

May 11, 2009

OPAD 09-36

To: Community College Chancellors  
District Superintendents  
Assistant Superintendents of Business

From: Ronald D. Wenkart   
General Counsel

Wendy Benkert, Ed.D.  
Assistant Superintendent, Business Services

Re: Dispute with the Orange County Sanitation District

As you may be aware, the school districts and community college districts located within the boundaries of the Orange County Sanitation District have been holding discussions with representatives of the Orange County Sanitation District regarding capital facilities capacity charges (CFCC) proposed by the Orange County Sanitation District (OCSD). The dispute revolves around whether the fees are properly calculated under the law and what the amount of appropriate fees should be.

In a letter dated September 24, 2004, OCSD classified schools in the low demand group. OCSD has since reclassified schools in the average demand group at a significantly higher rate.

On January 22, 2007, the OCSD notified school districts located within the boundaries of OCSD that it had enacted Ordinance 30B that requires all school districts and community college districts to pay for their fair share of additional OCSD capital facilities resulting from new school expansion projects. The letter indicated that schools were included in the average demand group and that the average demand rate for capital facilities capacity charges (CFCC) went from \$675 per 1000 square feet of building from July 1999 through December 2003 to \$1,050 per 1000 square feet effective April 1, 2004 and increased again on July 2006 to \$1,310 per 1000 square feet.

09-36 OPAD  
May 11, 2009

The legal background is that the California Supreme Court in San Marcos Water District v. San Marcos Unified School District<sup>1</sup> ruled that special districts could not levy a capital facility fee unless it is authorized by the Legislature. In response to the California Supreme Court's decision, the Legislature added a number of provisions to the Government Code to allow the imposition of capital fees under certain limited circumstances. Government Code section 54999.3(a) limits the imposition of capital fees as follows, "Where necessary to defray the actual construction costs of that portion of the public utility facility actually serving the public agency." One aspect of the disagreement with the OCSD is whether OCSD must do a study to show specifically the impact that school districts have on the actual construction costs of OCSD. OCSD has not done a specific study, but has done a general study of the capital costs.

In order to pursue this matter, the districts have authorized OCDE to negotiate on behalf of the districts. An advisory committee of chief business officials has been appointed to work with Wendy Benkert and Ronald Wenkart to conduct the negotiation.

The committee now feels that it is necessary to retain the service of outside counsel and an engineering firm to assist the committee in negotiating with OCDE. The committee is recommending the retention of the law firm of Best, Best & Krieger, attorneys Scott C. Smith and Jeffrey Dunn, and DMC Engineering to assist the committee. We would appreciate it if you would ask your boards to approve the following motion:

"I move that the \_\_\_\_\_ School District hereby authorize Orange County Department of Education to retain the services of Best, Best & Krieger and DMC Engineering to represent the District in negotiations and possible litigation. The District hereby agrees to pay its proportionate share of the attorneys' fees and engineering fees based on the District's average daily attendance."

Currently, we are in the process of requesting additional information from OCSD. OCSD has requested that districts provide OCSD with information regarding square footage added by districts. OCSD will be providing more details regarding the requested information.

If you have any further questions, please do not hesitate to contact our office.

RDW:WB:las

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<sup>1</sup> 32 Cal.3d 154, 228 Cal.Rptr. 47 (1986).



**AGREEMENT TO PROVIDE  
PROFESSIONAL CONSULTING SERVICES**

THIS AGREEMENT is entered into this 4<sup>th</sup> day of June, 2009, by and between MAXIMUS Consulting Services, Inc., a wholly owned subsidiary of MAXIMUS, Inc. (hereinafter "Consultant"), and the Anaheim Union High School District (hereinafter "Client"). The parties hereto, in consideration of mutual promises and covenants, agree as follows:

- (1) Scope of Services. Consultant shall perform in a professional manner the services as detailed in Exhibit A, incorporated herein by reference as if fully set forth as part of this Agreement.
- (2) Term. This Agreement shall be in full force and effect for the term as stated in Exhibit A.
- (3) Compensation. Client shall pay Consultant a fee for services rendered as set forth in Exhibit B, incorporated herein by reference as if fully set forth as part of this Agreement.
- (4) Termination. Upon Consultant's material breach, Client may terminate this Agreement upon thirty (30) days prior written notice to Consultant wherein Client shall specify the nature of the default and the effective termination date. Upon such notice, Consultant shall be entitled to the opportunity to cure any such default prior to the effective date of termination.

Client may terminate this Agreement for any reason upon sixty (60) days prior written notice to Consultant. Client shall reimburse Consultant for all reasonable costs incurred by Consultant due to such early termination.

Upon termination for whatever reason and regardless of the nature of the default (if any), Client agrees to pay Consultant in full for all goods and/or services provided to, and accepted by, Client under this Agreement, or any amendment thereto, as of the effective date of the Agreement. In no event shall the making of any payment to Consultant constitute or be construed as a waiver by Client or shall in no way impair or prejudice any right or remedy available to Client.

- (5) Services and Materials to be Furnished by Client. Consultant shall provide guidance to Client in determining the data required. Consultant shall assume without incurring liability therefor that all data so provided is correct and complete. Consultant shall make its best effort to complete the project on a timely basis. Consultant shall not be liable for work that cannot be completed as a result of inadequate data, or data that is provided in an untimely manner.
- (6) Records and Inspections. Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for six (6) years

after the completion of the Services. During such period, Client shall have the right to examine and audit the records and to make transcripts therefrom. Client shall provide thirty (30) days written notice of its intent to inspect or audit any such records and shall conduct such inspection or audit only during Consultant's normal business hours. Any Client's employee, consultant, subcontractor or agent who may have access to such records shall execute a non-disclosure agreement prior to being granted such access.

(7) Copyright for Consultant's Proprietary Software. To the extent that the service and/or deliverables provided by Consultant are generated by Consultant's proprietary software, nothing contained herein is intended nor shall it be construed to require Consultant to provide such software to Client. Client agrees that all ownership, including copyright, patents or other intellectual property rights to the software, lie with Consultant. Nothing herein shall be construed to entitle Client to any pre-existing Contractor materials.

(8) Insurance. Consultant shall maintain appropriate general liability insurance, workers' compensation insurance, automobile insurance, and professional liability insurance.

(9) Indemnification. Consultant shall defend, indemnify and hold harmless Client from and against damages, liability and costs (including reasonable attorney fees) directly caused by the negligent actions or willful misconduct of Consultant, its employees or agents. Consultant shall not be responsible for any damages or liability resulting from the negligence or willful misconduct of Client, its employees, consultants, or agents or any third party.

(10) Limitation of Liability. Client agrees that Consultant's total liability to Client for any and all damages whatsoever arising out of or in any way related to this Agreement from any cause, including but not limited to contract liability or Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed the value of the contract.

In no event shall Consultant be liable for indirect, special, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought even if Consultant has been advised of the likelihood of such damages, and notwithstanding any failure of essential purpose of any limited remedy.

Any claim by Client against Consultant relating to this Agreement must be made in writing and presented to Consultant within one (1) year after the date on which Consultant completes performance of the services specified in this Agreement.

(11) Consultant Liability if Audited. Consultant will assume all financial and statistical information provided to Consultant by Client employees or representatives is accurate and complete. Consultant shall, upon notice of audit, make work papers and other records available to the auditors.

(12) Notices. Any notices, bills, invoices, or reports required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the address noted below:

Client Contact Name Dianne Poore  
 Title Assistant Superintendent, Business  
 Address 501 Crescent Way City Anaheim Zip 92803  
 Phone 714-999-3555 Fax 714-520-5741  
 Email Poore\_d@auhsd.us

Ferlyn Junio  
 MAXIMUS Consulting Services, Inc.  
 3130 Kilgore Road, Suite 400  
 Rancho Cordova, CA 95670  
 916-669-3583  
 F: 916-366-4838  
 ferlynjunio@maximus.com

Such notice shall be deemed delivered five (5) days after deposit in the U.S. mailbox.

(13) Changes. The terms of this Agreement may be changed via a mutually executed written instrument.

(14) Miscellaneous.

a. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to third persons.

b. The parties intend that Consultant, in performing the services specified in this Agreement shall act as an independent contractor and shall have full control of the work and the manner in which it is performed. Consultant and Consultant's employees are not to be considered agents or employees of Client for any purpose

c. Should any part, term, portion, section or provision of this Agreement be decided finally to be in conflict with law or otherwise be unenforceable or ineffectual, the remaining parts, terms, portions, sections or provisions shall be deemed severable and shall remain in full force and effect.

d. The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

e. This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

f. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, acts of God, war, governmental action, labor conditions, material shortages or any other cause which is beyond the reasonable control of such party.

g. Each individual signing this Agreement certifies that (i) he or she is authorized to sign this Agreement on behalf of his or her respective organization, (ii) such organization has obtained all necessary approvals to enter into this Agreement, including but not limited to the approval of its governing board, and (iii) when executed, this Agreement is a valid and enforceable obligation of such organization.

IN WITNESS WHEREOF, the Client and the Consultant have executed this Agreement as of the date first written below.

By: \_\_\_\_\_  
(Client Official)

Title: Assistant Superintendent, Business

ATTEST:

Date: June 4, 2009

MAXIMUS Consulting Services, Inc.

By: 

Date: 3/5/09

**EXHIBIT A**  
**Term and Scope of Services**

***PLEASE INITIAL NEXT TO THE TERM DESIRED***

**Option 1: One Year**

  *dp*   This Agreement shall become effective on July 1, 2009, and shall continue in full force and effect until June 30, 2010, unless extended by amendment.

**Option 2: Two Years**

\_\_\_\_\_ This Agreement shall become effective on July 1, 2009, and shall continue in full force and effect until June 30, 2011, unless extended by amendment.

**Option 3: Evergreen**

\_\_\_\_\_ This Agreement shall become effective on July 1, 2009, and shall continue in full force and effect until such time as either party terminates this agreement with a ninety (90) day written notice.

Consultant represents that it has, or will secure at its own expense, all personnel required in the performance of services under this Agreement. All of the services required hereunder will be performed by Consultant or under its supervision, and all personnel engaged in the work shall be fully qualified to perform the services described herein. Consultant shall commence, carry on, and complete the services with all practicable dispatch, in a sound, economical, and efficient manner, in accordance with the provisions herein and all applicable laws.

For the purposes of setting forth the scope of services and/or deliverables, the MAXIMUS Proposal, dated March 5, 2009. These documents are incorporated herein by reference as if fully set forth.

Cost claims submitted by Consultant may consist of both direct and indirect costs. Consultant may either utilize the ten percent (10%) indirect cost rate allowed by the State Controller or calculate a higher rate if Client's records support such a calculation. Consultant is not required to prepare a central service cost allocation plan or departmental indirect cost rate proposals for Client.

As Consultant relies upon Client to provide accurate and complete information, upon audit, any disallowance of funds paid to Client under the claim(s) for whatever reason is the sole responsibility of Client

## EXHIBIT B Compensation

### **Option 1: One Year**

For services provided as set forth in Exhibit A, Client agrees to pay Consultant compensation in the amount of thirty-seven thousand five hundred dollars (\$37,500).

### **Option 2: Two Years**

For services provided as set forth in Exhibit A, Client agrees to pay Consultant compensation in the amount of thirty-seven thousand five hundred dollars (\$37,500) for FY 09-10 and thirty-seven thousand five hundred dollars (\$37,500) for FY 10-11.

### **Option 3: Evergreen**

For services provided as set forth in Exhibit A, Client agrees to pay Consultant compensation in the amount of thirty-seven thousand five hundred dollars (\$37,500) for FY 09-10 and thirty-seven thousand five hundred dollars (\$37,500) for FY 10-11. Beginning FY 11-12 the contract amount shall be increased by two and a half percent (2.5%) of the annual fee each fiscal year thereafter until this Agreement is terminated. If there should be more than five (5) new claims released in any fiscal year, MAXIMUS reserves the right to renegotiate the contract price with District approval.

The above-stated fee shall be paid in three installments: Forty percent (40%) of the annual fee shall be due and payable on September 30; Forty percent (40%) shall be due and payable on December 31; and the remaining Twenty percent (20%) shall be due and payable on May 31.

Consultant will render to Client one or more invoices for the fees specified herein, with payment due by thirty (30) days after the invoice date.

Invoices sixty (60) days after the invoice dates specified herein will bear interest at the rate of 1% per month.

**Waiver of Submission of Claim(s).** Notwithstanding any other provisions of this Agreement, the submission of claims may be waived as set forth below. Upon waiver exercised by either party, Client shall pay Consultant for all work performed up to and until the effective date of waiver in an amount not to exceed the maximum dollar amount indicated above and on the payment schedule as indicated below:

Effective date of waiver prior to:	Percentage of fee due:
November 1	60%
March 1	90%
July 1	100%

A. At Client's Option. At the sole discretion of Client, Client may instruct Consultant to not file a specific claim or claims. Such instruction must be in writing and provided to Consultant at least thirty (30) days prior to the due date of the claim. The effective date of City's waiver shall be the date Consultant receives City's written instruction.

B. At Consultant's Option. At the sole discretion of Consultant, Consultant may notify Client of its intention to not pursue a specific claim and the reasons therefor. Such notification must be in writing and provided to Client not less than thirty (30) days prior to the due date of the claim. The effective date of Consultant's waiver shall be the date Consultant mails its notification.



www.cifstate.org

# California Interscholastic Federation

EXHIBIT S

Marie Ishida, Executive Director  
STATE OFFICE  
1320 Harbor Bay Parkway, Suite 140, Alameda, CA 94502-6578  
Tel: (510) 521-4447 - FAX: (510) 521-4449

AS OF JUNE 1ST 2009  
Marie Ishida, Executive Director  
STATE OFFICE  
4658 Duckhorn Drive, Sacramento, CA 95834

## 2009-2010 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and RETURN TO THE CIF SECTION OFFICE no later than July 1, 2009.

Anaheim Union High School District/Governing Board at its 6/4/09 meeting,  
(Name of school district/governing board) (Date)

appointed the following individual(s) to serve for the 2009-2010 school year as the school's league representative:

### PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES

NAME OF SCHOOL Anaheim High School  
NAME OF REPRESENTATIVE Ben Sanchez POSITION Principal  
ADDRESS 811 W. Lincoln Avenue CITY Anaheim ZIP 92805  
PHONE 714/999-3717 FAX 714/772-6537 E-MAIL sanchez\_b@auhsd.us

NAME OF SCHOOL Cypress High School  
NAME OF REPRESENTATIVE Ben Carpenter, Ed.D. POSITION Principal  
ADDRESS 9801 Valley View Street CITY Cypress ZIP 90630  
PHONE 714/220-4170 FAX 714/220-4174 E-MAIL carpenter\_b@auhsd.us

NAME OF SCHOOL Katella High School  
NAME OF REPRESENTATIVE Jason Allemann, Ed.D. POSITION Principal  
ADDRESS 2200 E. Wagner Avenue CITY Anaheim ZIP 92806  
PHONE 714/999-3639 FAX 714/535-3991 E-MAIL allemann\_j@auhsd.us

NAME OF SCHOOL John F. Kennedy High School  
NAME OF REPRESENTATIVE Kelly Wilson POSITION Principal  
ADDRESS 8281 Walker Street CITY La Palma ZIP 90623  
PHONE 714/220-4118 FAX 714/995-1833 E-MAIL wilson\_k@auhsd.us

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. NOTE: League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name (print) Joseph M. Farley, Superintendent's or Principal's Signature \_\_\_\_\_  
Address 501 Crescent Way Ed.D. City Anaheim Zip 92803  
Phone 714/999-3501 Fax 714/535-1706





# California Interscholastic Federation

Marie Ishida, Executive Director  
STATE OFFICE

1320 Harbor Bay Parkway, Suite 140, Alameda, CA 94502-6578  
Tel: (510) 521-4447 - FAX: (510) 521-4449

AS OF JUNE 1ST 2009

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## 2009-2010 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and RETURN TO THE CIF SECTION OFFICE no later than July 1, 2009.

Anaheim Union High School District/Governing Board at its 6/4/09 meeting.  
(Name of school district/governing board) (Date)

appointed the following individual(s) to serve for the 2009-2010 school year as the school's league representative:

### PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES

NAME OF SCHOOL Loara High School  
NAME OF REPRESENTATIVE Pam Krey POSITION Principal  
ADDRESS 1765 W. Cerritos Avenue CITY Anaheim ZIP 92804  
PHONE 714/999-3677 FAX 714/999-3703 E-MAIL krey p@auhsd.us

NAME OF SCHOOL Magnolia High School  
NAME OF REPRESENTATIVE Denise Selbe, Ed.D. POSITION Principal  
ADDRESS 2450 W. Ball Road CITY Anaheim ZIP 92804  
PHONE 714/220-4245 FAX 714/220-4233 E-MAIL selbe d@auhsd.us

NAME OF SCHOOL Oxford Academy  
NAME OF REPRESENTATIVE Kathy Scott POSITION Principal  
ADDRESS 5172 Orange Avenue CITY Cypress ZIP 90630  
PHONE 714/220-3056 FAX 714/527-7128 E-MAIL scott k@auhsd.us

NAME OF SCHOOL Savanna High School  
NAME OF REPRESENTATIVE Marsha Wagner POSITION Principal  
ADDRESS 301 N. Gilbert Street CITY Anaheim ZIP 92801  
PHONE 714/220-4262 FAX 714/999-2544 E-MAIL wagner m@auhsd.us  
EX. 201

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. NOTE: League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name (print) Joseph M. Farley, Superintendent's or Principal's Signature  
Address 501 Crescent Way Ed.D. City Anaheim Zip 92803  
Phone 714/999-3501 Fax 714/535-1706



# California Interscholastic Federation

Marie Ishida, Executive Director

STATE OFFICE

1320 Harbor Bay Parkway, Suite 140, Alameda, CA 94502-6578

Tel: (510) 521-4447 - FAX: (510) 521-4449

AS OF JUNE 1ST 2009

Marie Ishida, Executive Director

STATE OFFICE

4658 Duckhorn Drive, Sacramento, CA 95834

www.cifstate.org

## 2009-2010 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and RETURN TO THE CIF SECTION OFFICE no later than July 1, 2009.

Anaheim Union High School District/Governing Board at its 6/4/09 meeting,  
(Name of school district/governing board) (Date)

appointed the following individual(s) to serve for the 2009-2010 school year as the school's league representative:

### PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES

NAME OF SCHOOL Western High School  
NAME OF REPRESENTATIVE Paul Sevillano, Ed.D. POSITION Principal  
ADDRESS 501 S. Western Avenue CITY Anaheim ZIP 92804  
PHONE 714/220-4032 FAX 714/220-4027 E-MAIL sevillano\_p@auhsd.us

NAME OF SCHOOL \_\_\_\_\_  
NAME OF REPRESENTATIVE \_\_\_\_\_ POSITION \_\_\_\_\_  
ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ ZIP \_\_\_\_\_  
PHONE \_\_\_\_\_ FAX \_\_\_\_\_ E-MAIL \_\_\_\_\_

NAME OF SCHOOL \_\_\_\_\_  
NAME OF REPRESENTATIVE \_\_\_\_\_ POSITION \_\_\_\_\_  
ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ ZIP \_\_\_\_\_  
PHONE \_\_\_\_\_ FAX \_\_\_\_\_ E-MAIL \_\_\_\_\_

NAME OF SCHOOL \_\_\_\_\_  
NAME OF REPRESENTATIVE \_\_\_\_\_ POSITION \_\_\_\_\_  
ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ ZIP \_\_\_\_\_  
PHONE \_\_\_\_\_ FAX \_\_\_\_\_ E-MAIL \_\_\_\_\_

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. NOTE: League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name (print) Joseph M. Farley, Superintendent's or Principal's Signature \_\_\_\_\_  
Address 501 Cerscent Way Ed.D. \_\_\_\_\_ City Anaheim Zip 92803  
Phone 714/999-3501 Fax 714/535-1706

## CIF SECTION OFFICES

### CIF Central Section

Jim Crichlow, Commissioner  
P.O. Box 1567  
Porterville, CA 93258  
Phone (559) 781-7586  
FAX (559) 781-7033

### CIF Oakland Section

Michael Moore, Commissioner  
900 High Street  
Oakland, CA 94601  
Phone (510) 879-8311  
FAX (510) 879-1835

### CIF Central Coast Section

Nancy Lazenby Blaser, Commissioner  
6830 Via Del Oro, Suite 103  
San Jose, CA 95119  
Phone (408) 224-2994  
FAX (408) 224-0476

### CIF Sac.-Joaquin Section

Pete Saco, Commissioner  
1368 East Turner Road, Suite A  
Lodi, CA 95240  
Phone (209) 334-5900  
FAX (209) 334-0300

### CIF Los Angeles City Section

Barbara Fiege, Commissioner  
P.O. Box 3307  
Los Angeles, CA 90051  
Phone (213) 207-2200  
FAX (213) 207-2209

### CIF San Diego Section

Dennis Ackerman, Commissioner  
6401 Linda Vista Rd., Room 504  
San Diego, CA 92111  
Phone (858) 292-8165  
FAX (858) 292-1375

### CIF North Coast Section

Gil Lemmon, Commissioner  
12925 Alcosta Blvd., Suite 8  
San Ramon, CA 94583  
Phone (925) 866-8400  
FAX (925) 866-7100

### CIF San Francisco Section

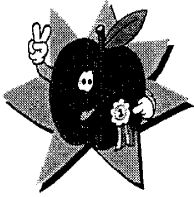
Don Collins, Commissioner  
555 Portola Drive, Room 250  
San Francisco, CA 94131  
Phone (415) 920-5185  
FAX (415) 920-5189

### CIF Northern Section

Elizabeth Kyle, Commissioner  
P.O. Box 9330  
Red Bluff, CA 96080  
Phone (530) 528-9300  
FAX (530) 528-9333

### CIF Southern Section

Jim Staunton, Commissioner  
10932 Pine Street  
Los Alamitos, CA 90720  
Phone (562) 493-9500  
FAX (562) 493-6266



## AUHSD JR & SENIOR HIGH SCHOOL STUDENT PRICE LIST 2009-2010

Breakfast Meal \$1.75 Prepaid 20 Breakfast \$35.00		Combo Lunch \$2.50 Prepaid 20 lunches for \$50.00		
\$0.25	\$0.50	\$0.50	\$0.75	\$1.00
1 oz. Cheese Stick Goldfish/Grahams (2 pkg) Philly Cheese 1.5 oz.(LF) 2 oz. Marinara 3 pkg. Graham Ranch Dressing Pkt. (Fat Free) Condiment Cup	Milk Fresh Fruit Bagged Carrots 4 oz. Fruit Cup Veg. Cup/Fries 4 oz. Juice Brownie (low fat)	3 oz. Jalapeno Cup 1.5 oz. Cookie Pumpkin Seeds Shape-Up Trail Mix Fruit Leather 1 oz. Cheese Stick/Cube 1 oz. Cookie	Nemo Lemon or Choc Cake 8 oz. Frozen Beverage Single Pop Tart Fresh Baked Cookie (low fat) Prepacked Cookie (1.5 oz.) Super Bakery Donut Corn Nuts	O.C. Fruit Ice (3.75 oz.) Single Serve Beef Jerky Garden Salad Blue Bunny Ice Cream
\$1.00	\$1.25	\$1.25	\$1.25	\$1.25
Arrowhead Water 16.9 oz. Frito Lay Chips El Rancho Chips 20th Century Soup Cup 12 oz Frozen Beverage Powerade Gatorade	Bagel & Cream Cheese 8 oz. Yogurt Cereal (sm) & Milk 4 ea. French Toast Sticks Breakfast Burrito Breakfast Pizza Breakfast Sausage Stick	Quaker Oat Cup Pretzel	10 oz Treetop Juice Canada Pure (Flvrd Wat) Arizona Ice Tea -	Water Crystal Gey. 25.3 oz. Dole Juice (16 oz.) Minutemaide Juice (16 oz.) Tropicana Juice Blue Bunny (4-5 oz.)
\$1.75	\$2.00	\$2.50	\$2.50	\$2.50
	Breakfast Meal (bread/protein, milk, fruit) Nestle Nesquick	X-tra Entree	Shaker Salad Munchie Cup Chix. Strips + 1 dressing Rice Bowls (wh. box) Sub World 4" Sand.  + Fruit, Veg. or Milk	Boxed Round Pizza Mega Burger Chicken Strips  + Fruit, Veg. or Milk
\$3.00	\$3.50			
Seasonal Fresh Fruit	Flour Tortilla Wrap Subway 6" Sand. Protein Salad (Clam Shell)			

**AGREEMENT EXTENSION**

By mutual agreement, the Anaheim Union High School District (AUHSD) and the Anaheim City School District (ACSD) hereby extend for one (1) additional year the agreement previously approved on July 1, 2007 for AUHSD to operate the National School Breakfast, Lunch, and After School Supplement programs on behalf of ACSD.

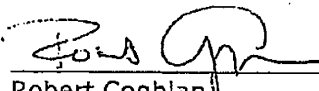
It is further agreed that there are certain direct expenses which are incurred by ACSD in the provision of meals to students of the district. These expenses include additional custodial costs, trash bins, fumigation and carpet cleaning. For the 2009-2010 fiscal year, AUHSD agrees to reimburse ACSD 100% of the actual charges for the above mentioned services, to be billed by ACSD quarterly. The actual charges will be calculated on current costs at the time of billing except that any retroactive labor costs resulting from salary negotiations will be added to the first billing subsequent to the incursion of said retroactive costs.

Approved and executed in the City of Anaheim, County of Orange, California.

ANAHEIM UNION HIGH  
SCHOOL DISTRICT

ANAHEIM CITY SCHOOL  
DISTRICT

\_\_\_\_\_  
Dianne Poore  
Assistant Superintendent, Business

  
\_\_\_\_\_  
Robert Coghlan  
Assistant Superintendent  
Administrative Services

\_\_\_\_\_  
Date

\_\_\_\_\_  
4/30/09  
Date

**ANAHEIM UNION HIGH SCHOOL DISTRICT**  
**MEAL & MILK AGREEMENT**

THIS AGREEMENT, entered into this 21<sup>st</sup> day of April, shall govern the providing of Type "A" lunches/and milk by the ANAHEIM UNION HIGH SCHOOL DISTRICT, 501 S. Crescent Way, Anaheim, CA 92803 TO: ANAHEIM CITY SCHOOL DISTRICT - PRESCHOOL PROGRAM, 1001 S. East Street, Anaheim, CA 92805.

THIS AGREEMENT to begin July 1, 2009, and terminate June 30, 2010.

Milk will be provided and meals will be prepared in compliance with the official Anaheim Union High School District's calendar. Both parties will furnish notice of one week in case of special holidays or changes in the calendar that affect service. The Food Service programs of the Anaheim Union High School District will take priority over those of contracting agencies.

Hot and cold breakfasts, lunches with ½ pint of milk, and snacks conforming to the USDA Child Care Meal pattern will be provided. All meals will meet Federal and State requirements for Child Care Meals and snacks. Milk provided will be ½ pints of homogenized, low fat and non-fat.

The Anaheim Union High School District agrees to adhere to the California Uniform Retail Food Facilities Law (CURFFL) and will maintain current county permits for food preparation facilities.

The Anaheim City School District will indemnify and hold the Anaheim Union High School District and its officers, employees, and agents harmless from any and all liability, cost, or expense arising out of the performance of the agreement, except when such liability, cost, or expense results from the gross negligence or willful misconduct of the Anaheim Union High School District, its officers, employees, or agents.

The daily number of breakfasts, lunches, milk, and snacks received from the Anaheim Union High School District will be the number that will be charged for. Any difference in the number of meals delivered and the number served will be the responsibility of the Anaheim City School District.

This Agreement may be canceled by either agency within one (1) year written notice.

ANAHEIM CITY SCHOOL DISTRICT agrees:

1. To enter into meal agreements as needed with the California State Department of Education, Child Nutrition & Food Distribution Division and The United States Department of Agriculture.
2. To follow the policies and procedures for free and reduced-price meals as prescribed by the United States Department of Agriculture, Food and Nutrition Services.
3. To maintain records and file claims for meal reimbursements.

4. Ensure that an Agency representative is available at each site to receive, inspect and sign for the requested number of meals. This individual will verify the temperature of meals delivered.

ANAHEIM UNION HIGH SCHOOL DISTRICT agrees:

1. To prepare meals that offer a variety of appetizing and nutritious foods, and meet Federal requirements for reimbursable meals that meet the preschool meal pattern.
2. To keep daily menu planning worksheets, invoices, inventories, and all other records essential to the Meal Pattern Breakfast and Lunch Programs on file for a period of five (5) years for review by the California State Department of Education, Child Nutrition Division.
3. Provide a copy of the monthly printed menus to the Anaheim City School District two weeks prior to the first day of the month covered by the menu. Anaheim Union High School District reserves the right to change the menu when necessary.
4. To bill Anaheim City School District, 1001 S. East St., Anaheim, CA 92805 at the end of each month for the total number of meals delivered, with payment due within thirty (30) days.
5. To provide plastic eating utensils, cups and plates.

The charge for breakfast, lunch or snack is:

Breakfast - \$1.25  
Lunch - \$2.00  
Snack - \$ .50

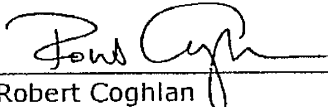
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed:

FOR:  
Anaheim Union High School District

\_\_\_\_\_  
Dianne Poore  
Assistant Superintendent, Business Svcs.

Dated: \_\_\_\_\_

FOR:  
Anaheim City School District

  
\_\_\_\_\_  
Robert Coghlan  
Assistant Superintendent, Administrative Svcs.

Dated: 5/19/09

**ANAHEIM UNION HIGH SCHOOL DISTRICT  
MEAL & MILK AGREEMENT**

THIS AGREEMENT, entered into this 21st day of April, shall govern the providing of Type "A" lunches/and milk by the ANAHEIM UNION HIGH SCHOOL DISTRICT, 501 S. Crescent Way, Anaheim, CA 92803 TO: ANAHEIM CITY SCHOOL DISTRICT – HEADSTART PROGRAM, 1001 S. East Street, Anaheim, CA 92805.

THIS AGREEMENT to begin July 1, 2009, and terminate June 30, 2010.

Milk will be provided and meals will be prepared in compliance with the official Anaheim Union High School District's calendar. Both parties will furnish notice of one week in case of special holidays or changes in the calendar that affect service. The Food Service programs of the Anaheim Union High School District will take priority over those of contracting agencies.

Hot and cold breakfasts and lunches with ½ pint of milk, and snacks conforming to the USDA Child Care Meal pattern will be provided. All meals and snacks will meet Federal and State requirements for Child Care Meals and snacks. Milk provided will be ½ pints of homogenized, low fat and non-fat.

The Anaheim Union High School District agrees to adhere to the California Uniform Retail Food Facilities Law (CURFFL) and will maintain current county permits for food preparation facilities.

The Anaheim City School District will indemnify and hold the Anaheim Union High School District and its officers, employees, and agents harmless from any and all liability, cost, or expense arising out of the performance of the agreement, except when such liability, cost, or expense results from the gross negligence or willful misconduct of the Anaheim Union High School District, its officers, employees, or agents.

The daily number of breakfasts, lunches, snacks and milk received from the Anaheim Union High School District will be the number that will be charged for. Any difference in the number of meals and snacks delivered and the number served will be the responsibility of the Anaheim City School District.

This Agreement may be canceled by either agency within one (1) year written notice.

ANAHEIM CITY SCHOOL DISTRICT agrees:

1. To enter into meal agreements as needed with the California State Department of Education, Child Nutrition & Food Distribution Division and The United States Department of Agriculture.
2. To follow the policies and procedures for free and reduced-price meals as prescribed by the United States Department of Agriculture, Food and Nutrition Services.
3. To maintain records and file claims for meal reimbursements.



ANAHEIM UNION HIGH SCHOOL DISTRICT agrees:

1. To prepare meals that offer a variety of appetizing and nutritious foods, and meet Federal requirements for reimbursable meals that meet the headstart meal pattern.
2. To keep daily menu planning worksheets, invoices, inventories, and all other records essential to the Meal Pattern Breakfast and Lunch Programs on file for a period of five (5) years for review by the State Department of Education, Bureau of Food Services.
3. Provide a copy of the monthly printed menus to the Anaheim City School District two weeks prior to the first day of the month covered by the menu. Anaheim Union High School District reserves the right to change the menu when necessary.
4. To bill Anaheim City School District, 1001 S. East St., Anaheim, CA 92805 at the end of each month for the total number of lunches and milk delivered, with payment due within thirty (30) days.
5. To provide plastic eating utensils, cups and plates.

The charge for breakfast, lunch or snack is:

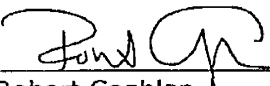
Breakfast - \$1.25  
Lunch - \$2.00  
Snack - \$ .50

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

FOR:  
Anaheim Union High School District

FOR:  
Anaheim City School District

\_\_\_\_\_  
Dianne Poore  
Assistant Superintendent, Business Svcs.

  
\_\_\_\_\_  
Robert Coghlan  
Assistant Superintendent, Administrative Svcs.

Dated: \_\_\_\_\_

Dated: 5/19/09

**Anaheim Union High School District**  
**Meal Agreement**

THIS AGREEMENT, entered into this 21st day of April, shall govern the providing of meals by the ANAHEIM UNION HIGH SCHOOL DISTRICT, 501 W. Crescent Way, Anaheim, CA 92803 TO: MEALS ON WHEELS, ANAHEIM, 250 S. Center St., Anaheim, CA 92805.

THIS AGREEMENT to begin July 1, 2009 and terminate June 30, 2010 and supersedes any other agreement.

Meals will be prepared in compliance with the official Anaheim Union High School district's calendar. Additional days service may be provided with the mutual agreement of both parties. Both parties will furnish notice of one week in case of special holidays or changes in the calendar that affect service. The Food Service programs of the Anaheim Union High School district will take priority over those of contracting agencies.

A hot pre-packed dinner and cold pre-packed supper will be provided. The hot dinner will consist of entrée, vegetable, and/or salad, bread, fruit, or dessert. The cold supper will consist of sandwich, salad or fruit, fruit or dessert, and milk.

All responsibility for the safety and sanitation of meals taken from the Anaheim Union High School District will rest with MEALS ON WHEELS.

The Meals on Wheels will indemnify and hold the Anaheim Union High School District and its officers, employees, and agents harmless from any and all liability, cost, or expense arising out of the performance of the agreement.

The order for per-packed meals shall be placed the day of pickup. The call shall be made to the Anaheim Union High School District's Food Center (999-3517) by 7:00 a.m. In the event of emergency, changes may be made the day of pickup until 9:00 a.m. Meals shall be picked up daily at 11:00 a.m. Meals on Wheels shall provide insulated boxes for transport. These boxes shall be returned to Anaheim Union High School District Central Kitchen by Meals on Wheels by 1:30 p.m. daily.

A representative of the Anaheim Union High School District shall keep a written record of meals picked up by representatives of Meals on Wheels.

The daily number of meals received from the Anaheim Union High School District will be the number that will be charged for. Any difference in the number of meals picked up and the number served will be the responsibility of Meals on Wheels.

The Agreement may be canceled by either agency upon thirty- (30) days written notice.

ANAHEIM UNION HIGH SCHOOL DISTRICT agrees:

1. To prepare meals that offers a variety of appetizing and nutritious foods.
2. To bill at the end of each month for the total number of meals delivered, with payment due within thirty (30) days.
3. The charge for each day's meals (dinner and supper) is \$5.00.

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

FOR:  
ANAHEIM UNION HIGH SCHOOL DISTRICT

FOR:  
MEALS ON WHEELS

\_\_\_\_\_  
Dianne Poore  
Asst. Supt. of Business

*Richard Olson*  
\_\_\_\_\_  
Richard Olson  
President

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

Date: 4/28/09

*Ordered*

Bread Bids for 2006 - 2007 School Year	Gold Star Foods	Approx Annual Usage	Gold Star Foods	Approx Annual Usage	Cajoleben, Inc DBA Galassas Bakery	Approx Annual Usage	Cajoleben, Inc DBA Galassas Bakery	Interstate Brands	Approx Annual Usage	Interstate Brands
Hamburger Bun										
1 151 grams wheat	\$1.28	70000	\$89,600.00	70000	\$1.35	70000	\$94,500.00	\$1.78	70000	\$124,600.00
Wheat Bun	\$1.30	3000	\$3,900.00	3000	\$1.45	3000	\$4,350.00	\$1.79	3000	\$5,370.00
Sesame Seed										
Hamburger Bun										
2 151 grams wheat	\$1.46	4000	\$5,840.00	4000	\$1.39	4000	\$5,560.00	\$1.85	4000	\$7,400.00
Hot Dog Buns										
3 151 grams wheat	\$1.30	10000	\$13,000.00	10000	\$1.29	10000	\$12,900.00	\$1.78	10000	\$17,800.00
Hot Dog Buns										
wheat	\$1.62		\$0.00		\$1.39		\$0.00	NA		#VALUE!
French Rolls										
4 50 grams wheat	\$2.59	3000	\$7,770.00	3000	\$1.79	3000	\$5,370.00	\$1.14	3000	\$3,420.00
Dinner Rolls	\$1.72	1000	\$1,720.00	1000	\$1.29	1000	\$1,290.00	\$2.19	1000	\$2,190.00
Dinner Rolls 2dz	\$1.25	3000	\$3,750.00	3000	\$1.29	3000	\$3,870.00	\$1.65	3000	\$4,950.00
Bread 1 1/2 lb Loaf										
7 22 usable slices	\$1.21	6000	\$7,260.00	6000	\$1.25	6000	\$7,500.00	\$1.50	6000	\$9,000.00
Bread 1 1/2 lb Loaf										
Wheat	\$1.25	6000	\$7,500.00	6000	\$1.59	6000	\$9,540.00	\$1.96	6000	\$11,760.00
Bread 1 1/2 lb Loaf										
8 enriched rye	\$2.24	500	\$1,120.00	500	NA	500	#VALUE!	NA	500	#VALUE!
Bread 6in Pits	\$1.61	200	\$322.00	200	\$1.69	200	\$338.00	\$1.73	200	\$346.00
Muffin English	\$1.67	600	\$1,002.00	600	\$1.59	600	\$954.00	\$1.89	600	\$1,134.00
Multigrani	\$1.98	200	\$396.00	200	\$1.59	200	\$318.00	\$2.37	200	\$474.00
Sliced French	\$1.66	50	\$83.00	50	\$1.69	50	\$84.50	\$1.96	50	\$98.00
2#Rye Oval	\$2.24	50	\$112.00	50	\$1.99	50	\$99.50	\$3.14	50	\$157.00
Raisin Bread	\$4.56	50	\$228.00	50	\$1.59	50	\$79.50	NA	50	#VALUE!
Prarie	\$1.93	50	\$96.50	50	\$1.45	50	\$72.50	NA	50	#VALUE!
Wheat Berry	\$1.96	50	\$98.00	50	\$1.59	50	\$79.50	\$1.92	50	\$96.00
Soourdough	\$1.86	50	\$93.00	50	NA	50	#VALUE!	NA	50	#VALUE!
Tortilla flour 6 in	\$0.79	6000	\$4,740.00	6000	NA	6000	#VALUE!	NA	6000	#VALUE!
Tortilla flour 12 in	\$1.81	3000	\$5,430.00	3000	NA	3000	#VALUE!	NA	3000	#VALUE!
Tortilla Corn 6 in	\$0.54	3500	\$1,890.00	3500	NA	3500	#VALUE!	NA	3500	#VALUE!
Total lines 1, 2, 3, 4, 5, 7			\$136,440.00				\$140,530.00			\$181,120.00

We can not use due to 40 unit per delivery minimum Cajoleben, Inc DBA Galassas Bakery

Award

Bid: 2006-24  
Title: Bread and Bakery Products

**Supplemental Vendor Information**

Date: JUN 02 2006 **GOLD STAR FOODS**  
Name of Firm: P.O. Box 58105, Vernon, CA 90058-0105  
(323) 846-8400 Fax (323) 846-1997

FOB: Anaheim Union High School District (All Schools)

A: Terms 0 % discount if payment is made within 30 after delivery and receipt of invoice.

B: Minimum order requirements NONE

**TERMS: NET 30 DAYS**

**BID # 2006-24 BREAD AND BAKERY PRODUCTS**

It is understood that the District reserves the right to reject and ad all items bid, to select individual items and to waive any informalities. Failure on the part of the company to meet contract requirements shall be cause for cancellation. Either party may cancel contract upon thirty (30) days written notice to the other party.

Non Collusion- By signing and submitting this proposal, I/we declare under penalty of perjury under the laws of the State of California that the price(s) quoted were arrived at independently. Neither the bid price nor the approximate amount of the bid has been disclosed to other bidders or potential bidders. Furthermore, I/we attest that no attempt has been made or will be made to induce any other entity to refrain from quoting or to submit any complementary quote on the proposed contract and that this quotation is made in good faith.

Bidder Information

Anaheim Union High School District

Name of Bidder:

*George M. Thorsen*

*Diane Poore*

**GEORGE M. THORSEN**  
Sec./Treas.  
**Gold Star Foods**

Diane Poore, Assist. Sup. Business

Date: 6/27/06

(Printed)

Address of Bidder

**GOLD STAR FOODS**  
2652 Long Beach Ave., L.A., CA 90058  
(323) 846-8400 Fax (323) 846-1997

Telephone

Fax:

**GOLD STAR FOODS**

P.O. Box 58105, Vernon, CA 90058-0105  
(323) 846-8400 Fax (323) 846-1997

**PLEASE DIRECT ANY QUESTIONS ON THIS BID TO:**

**Terry Gerner, Director of Food Service**

**Telephone: (714) 999-3560**

**Please Note: Please return this Bid signed "No Bid" with reason for your decision if your firm declines to participate.**

<b>Attachment A</b>	<b>Qualified List of Products</b>
<b>Attachment B</b>	<b>Delivery Sites</b>
<b>Attachment C</b>	<b>Request for References and Certification and Debarment</b>

**Bid Form Direction:**

**A: Information requested on General Conditions:  
Bid Form Cover  
Attachment A, Qualified List of Products  
Attachment C, Reference Information, and Certification and  
Debarment.**

Anaheim Union High School District  
501 Crescent Way  
Anaheim, CA 92801

Request for Bid # 2006-24 Bread and Bakery Products  
**BID MUST BE DELIVERED TO THE DISTRICT PURCHASING  
DEPT. ROOM 306 AT THE ABOVE ADDRESS BY 2:00 P.M. ON  
JUNE 2, 2006.**

**Instructions and Information for Bidders**

1. **Preparation and Submission of Bid Form**
  - a. Anaheim Union High School District invites bids on the form enclosed to be submitted in a separate sealed envelope bearing on the outside "Cafeteria Food Bread and Bakery Products."
  - b. It is the sole responsibility of the bidder to ensure that the bid is received by 2:00 P.M. on June 2, 2006.
  - c. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.
  - d. If requested bidders will be required to provide samples of products at no cost to the District.
  
2. **Bid Opening**
  - a. All bids will be publicly opened at 2:00 P.M. June 2, 2006 at the following location:

Anaheim Union High School District  
Superintendent's Conference Room  
501 Crescent Way  
Anaheim, CA 92801
  
3. **Signatures**
  - a. Bids must be signed with the firm name and an authorized officer, agent or employee.
  - b. Obligations assumed by such signature must be fulfilled.
  
4. **Withdrawal of Bid**
  - a. Any Bidder may withdraw his bid personally or by written request at any time prior to the scheduled closing time for the receipt of bids.
  
5. **Agreement Period**
  - a. This bid covers the period of July 01, 2006 through June 30, 2007.
  - b. Pursuant to Education Code, Section 39644 and 81644, this agreement may be extended for four, one year periods (through June 30, 2011) by mutual agreement of both parties subject to mutually accepted price adjustments effective at the time of the renewal.

**6. Goods and Services**

- a. The service requested is the distribution of bread and bakery products specified by the District to the District Food Center (DFC) and eighteen of the District's school cafeterias. (see Attachment B)

**7. Delivery Services**

- a. After receiving written notification of award, each successful bidder shall be required to commence with the delivery of all items which have been awarded immediately after receipt of a participation district purchase order.
- b. Failure to complete all deliveries within fourteen (14) calendar days after receipt of a district purchase order shall be considered sufficient cause for default.
- c. Deliveries must be made in such time as to allow for effective receipt and check in of goods.
- d. Goods are to be placed within the kitchen or storage area as specified by the managers of the school sites, or the District Food Center.
- e. Deliveries must be received by an authorized employee of the District.
- f. Drivers will remove empty trays during the same period as the delivery of fresh product.
- g. Deliveries will be made between the hours of 6:30-7:30 A.M., 8:00-11:00 A.M. or 12:30-2:00 P.M. at the 18 school sites, and between 5:00 A.M.-5:30 A.M. at the District Warehouse.

**8. Orders**

- a. Orders will be placed biweekly by the school locations and the District Food Center (DFC).
- b. Orders will be placed one week in advance of delivery. However, the successful vendor must be able to respond to special requests on shorter notice.
- c. Bidders are requested to indicate in their response the minimum time required for an order/delivery cycled.
- d. Delivery must be within seven (7) days of order.
- e. The schedule for orders and deliveries will be mutually agreed upon by the District and the successful bidder.

**9. Pricing**

- a. All prices shall be quoted FOB destination.
- b. Attachment A is a listing of the current products and or quantities that the District will purchase under this bid.
- c. The successful vendor must be able to provide any and all food products specified by the District within the general types of products typically purchased.
- d. Bidders must be able to provide all products listed in this bid and not pricing an item may result in rejection of the bid.



- e. The District reserves the right to require copies of receipted invoices from the manufacturer to the vendor showing distributor cost and to validate those prices in any manner that the District deems appropriate.

**10. Product**

- a. All products must be baked fresh daily. Frozen product is not acceptable.
- b. All products must be securely wrapped, sealed or packaged so that the product will be thoroughly protected.
- c. All bakery/bread products shall be made from enriched flour according to U.S. Government standards unless otherwise specified.
- d. The successful vendor will furnish item "Product Information and Nutrition" information for each of the products used by the District.
- e. The successful vendor will furnish, at no charge to the District, racks, trays, baskets, etc. necessary for the delivery and storage of product.
- f. All equipment must be in clean and sanitary condition.

**11. Quantities**

- a. Quantities shown are estimated usage of the Districts for the bid period.
- b. Currently the District purchases approximately \$150,000 in bakery products per annum.
- c. The District reserves the right to purchase more or less of the units specified.
- d. Items specified may differ from school location due to individual student/staff preference.
- e. USDA commodities offered to the District can directly affect quantities listed.

**General Conditions****12. Award of Agreement**

- a. The Anaheim Union High School District reserves the right to:
  - i. reject any or all bids
  - ii. waive any irregularities or informalities in any bids or the bidding
  - iii. make its selection of items based upon its specifications or to select items which are most economical and or best suited for the District.
- b. The Anaheim Union High School District has the right to award to one or more bidders.
- c. If all factors are equal American grown and manufactured products will be given preference.
- d. The District further reserves the right to not necessarily purchase all items and/or quantities listed in the bid documents. The quantities

listed are estimates of the needs of the District and may be adjusted to meet the actual needs when determined.

- 13. Prices**
  - a. Prices must be stated in the units specified and remain firm for all orders placed during the Agreement Period:
  - b. Prices must be firm for the Agreement Period and may only be increased on a pass through basis, (i.e., increase to Distributor five cents, increase to District five cents) and must be accompanied by written proof of increase by suppliers.
  - c. Products ordered prior to price increase and calling for immediate delivery will be billed at original price regardless of delivery date.
  
- 14. Placement of Orders**
  - a. Orders shall be issued directly to the vendor, commencing from bid award, July 01, 2006 through June 30, 2007.
  
- 15. Invoices**
  - a. Invoices shall be submitted in triplicate to Anaheim Union High School District Food Service Department and shall contain the following information: purchase order number, manufacturer code number, item description, quantity, unit price, extended totals and applicable discounts for items delivered.
  
- 16. Reports and Order Forms**
  - a. The successful bidder will provide order forms in a format mutually agreed upon by both parties.
  - b. A monthly recap, which reflects usage for the month and year to date, will be provided. The Report will be by item, with each site's usage and the Districts total.
  
- 17. Liability**
  - a. The successful vendor will indemnify the district for any loss or damages incurred by the vendor in the execution of this agreement including but not limited to damage occurring during deliveries.
  - b. The successful vendor will furnish proof of insurance in the amount of \$2,000,000 for liability.
  
- 18. Anti-Discrimination**
  - a. It is the policy of Anaheim Union High School District that in connection with all services performed for the District, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status, and therefore the bidder agrees to

comply with applicable Federal and California State laws including, but not limited to Sections 1410 and 1735.

- b. In addition the bidder agrees to require like compliance by all subcontractors employed by him.

**19. Evidence of Responsibility**

- a. The bidder must certify that they, their company nor any company in which they hold or have held an ownership interest has not declared bankruptcy, been in receivership or had liens against them for a period of not less than five years.
- b. Bidders must submit three references of school districts of comparable size and volume with which they are or have done business for a period of not less than one year within the past three years.

**20. Bidder's Disclosure Information**

- a. All disclosure, certification, suspension and debarment certification and no collusion forms or affidavits contained in this bid must be completed and submitted prior to the final award.

**21. Assignment of the Agreement**

- a. No agreement awarded under this bid shall be assigned without the prior written approval of the District.

**22. Default**

- a. The District reserves the right to terminate this agreement at any time when and if it is in the best interest of the District with 30 days written notice delivered to the vendor by mail or personal service.
- b. The next qualified bidder would be awarded should default occur.



# Swift Produce Inc.

7691 Ninth Street • Buena Park, CA 90621 • (714) 522-6124 • Fax (714) 522-6127

June 1, 2006

*Award*

Ms. Terry Panghorn  
Director of Food Services  
Anaheim Union High School District  
P.O. Box 3520  
Anaheim, CA 92803

Dear Terry,

Swift Produce will supply fresh fruits and vegetables to your school district at one percent above the Los Angeles Wholesale Fruit and Vegetable Market Report.

The prepared vegetables and premixed salad product prices are guaranteed from July 1, 2006 through June 30, 2007. However, we ask your permission to reserve the right to make necessary price changes on processed vegetables in the event of strikes, extreme weather conditions or other factors effecting supply of these products. Furthermore, any items purchased by the pound or piece, will be priced at fair marked value.

All orders will be shipped daily to the Anaheim Nutrition Center, between the hours of 5:00 a.m. and 5:30 a.m. All other school deliveries will be shipped at request, with a one day notice.

Swift Produce pledges to fulfill your business needs in the 2006/2007 school year effectively and efficiently. We look forward to a successful year and hope to hear from you soon.

Sincerely,

Mike Randazzo  
Vice President

MR/

Enclosure: Produce Bid

Anaheim Union High School District  
501 Crescent Way  
Anaheim, Ca. 92801

Request for Bid # 2006-25                      Fresh Produce and Prepared Vegetables  
**BID MUST BE DELIVERED TO THE DISTRICT PURCHASING  
DEPT. ROOM 306 AT THE ABOVE ADDRESS BY 2:00 P.M. ON  
JUNE 2, 2006.**

**Instructions and Information for Bidders**

**1. Preparation and Submission of Bid Form**

- i. Anaheim Union High School District invites bids on the form enclosed to be submitted in a separate sealed envelope bearing on the outside "Cafeteria Food Fresh Produce and Vegetables."
- ii. It is the sole responsibility of the bidder to ensure that the bid is received by 2:00 P.M. on June 2, 2006
- iii. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.
- iv. If requested bidders will be required to provide samples of products at no cost to the District.

**2. Bid Opening**

- i. All bids will be publicly opened at 2:00 P.M. June 2, 2006 at the following location:

Anaheim Union High School District  
Savanna Room  
501 Crescent Way  
Anaheim, Ca. 92801

**3. Signatures**

- i. Bids must be signed with the firm name and an authorized officer, agent or employee.
- ii. Obligations assumed by such signature must be fulfilled.

**4. Withdrawal of Bid**

- i. Any Bidder may withdraw his bid personally or by written request at any time prior to the scheduled closing time for the receipt of bids.

**5. Agreement Period**

- i. This bid covers the period of July 01, 2006 through June 30, 2007.
- ii. Pursuant to Education Code, Section 39644 and 81644, this agreement may be extended for four, one year periods (through June 30, 2011) by mutual agreement of both parties subject to

mutually accepted price adjustments effective at the time of the renewal.

**6. Goods and Services**

- i. The service requested is delivery of fresh and prepared fruits and vegetables to the District Food Center and eighteen of the District's school cafeterias. (see Attachment B)
- ii. All fresh produce shall be processed, handled and distributed in accordance with state regulations and Orange County Health Department standards for food processing and distribution.

**7. Delivery Services**

- i. After receiving written notification of award, each successful bidder shall be required to commence with the delivery of all items which have been awarded immediately after receipt of a participation district purchase order.
- ii. Failure to complete all deliveries within fourteen (14) calendar days after receipt of a district purchase order shall be considered sufficient cause for default.
- iii. All produce will be delivered in refrigerated trucks free from sulfites.
- iv. Deliveries must be made in such time as to allow for effective receipt and check in of goods.
- v. Goods are to be placed within the kitchen or storage area as specified by the managers of the school sites, or the District Food Center.
- vi. Deliveries must be received by an authorized employee of the District.
- vii. Deliveries to the DFC shall be daily and must be completed between 5:00 A.M. and 5:30 A.M.
- viii. The times and frequency of orders and deliveries to the school sites is subject to mutual agreement and the District will consider reasonable requests for flexibility in scheduling to achieve the lowest cost to the District. The District prefers that deliveries be made to the schools three times per week (Monday, Wednesday and Friday).

**8. Orders**

- i. Orders will be placed by the District Food Center (DFC) daily.
- ii. Orders will be placed by the school sites biweekly.
- iii. Orders will be placed one week in advance of delivery. However, the successful vendor must be able to respond to special requests on shorter notice.
- iv. Bidders are requested to indicate in their response the minimum time required for an order/delivery cycled.
- v. Delivery must be within seven (7) days of order.
- vi. The schedule for orders and deliveries will be mutually agreed upon by the District and the successful bidder.

**9. Pricing**

- i. All prices shall be quoted FOB destination.
- ii. Attachment A is a listing of the current products and or quantities that the District will purchase under this bid.
- iii. The successful vendor must be able to provide any and all food products specified by the District within the general types of products typically purchased.
- iv. Bidders must be able to provide all products listed in this bid and not pricing an item may result in rejection of the bid.
- v. The District reserves the right to require copies of receipted invoices from the manufacturer to the vendor showing distributor cost and to validate those prices in any manner that the District deems appropriate.

**10. Quantities**

- i. Quantities shown are estimated usage of the Districts for the bid period.
- ii. The District reserves the right to purchase more or less of the units specified.
- iii. Items specified may differ from school location due to individual student/staff preference.
- iv. USDA commodities offered to the District can directly affect quantities listed.

## **General Conditions**

### **1. Award of Agreement**

- i. The Anaheim Union High School District reserves the right to reject any or all bids, to waive any irregularities or informalities in any bids or the bidding, and to make its selection of items based upon its specifications, or which are most economical and or best suited for the District.
- ii. The Anaheim Union High School District has the right to award to one or more bidders.
- iii. The District reserves the right to select items to be purchased item by item or of like design and /or type.
- iv. If all factors are equal American grown and manufactured products will be given preference.
- v. The District further reserves the right to not necessarily purchase all items and/or quantities listed in the bid documents. The quantities listed are estimates of the needs of the District and may be adjusted to meet the actual needs when determined.

### **2. Prices**

- i. Prices must be stated in the units specified and remain firm for all orders placed during the Agreement Period.
- ii. Prices must be firm for the Agreement Period and may only be increased on a pass through basis, (i.e., increase to Distributor five cents, increase to District five cents) and must be accompanied by written proof of increase by suppliers.
- iii. Products ordered prior to price increase and calling for immediate delivery will be billed at original price regardless of delivery date.

### **3. Placement of Orders**

- i. Orders shall be issued directly to the vendor, commencing from bid award, July 01, 2006 through June 30, 2007.

### **4. Invoices**

- i. Invoices shall be submitted in triplicate to Anaheim Union High School District Food Service Department and shall contain the following information: purchase order number, manufacturer code number, item description, quantity, unit price, extended totals and applicable discounts for items delivered.

### **5. Reports and Order Forms**

- i. The successful bidder will provide order forms in a format mutually agreed upon by both parties.
- ii. A monthly recap, which reflects usage for the month and year to date, will be provided. The Report will be by item, with each site's usage and the Districts total.



**6. Liability**

- i. The successful vendor will indemnify the district for any loss or damages incurred by the vendor in the execution of this agreement including but not limited to damage occurring during deliveries.
- ii. The successful vendor will furnish proof of insurance in the amount of \$2,000,0000 for liability.

**7. Anti-Discrimination**

- i. It is the policy of Anaheim Union High School District that in connection with all services performed for the District, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status, and therefore the bidder agrees to comply with applicable Federal and California State laws including, but not limited to Sections 1410 and 1735.
- ii. In addition the bidder agrees to require like compliance by all subcontractors employed by him.

**8. Evidence of Responsibility**

- i. The bidder must certify that they, their company nor any company in which they hold or have held an ownership interest has not declared bankruptcy, been in receivership or had liens against them for a period of not less than five years.
- ii. Bidders must submit three references of school districts of comparable size and volume with which they are or have done business for a period of not less than one year within the past three years.

**9. Bidder's Disclosure Information**

- i. All disclosure, certification, suspension and debarment certification and no collusion forms or affidavits contained in this bid must be completed and submitted prior to the final award.

**10. Assignment of the Agreement**

- i. No agreement awarded under this bid shall be assigned without the prior written approval of the District.

**11. Default**

- i. The District reserves the right to terminate this agreement at any time when and if it is in the best interest of the District with 30 days written notice delivered to the vendor by mail or personal service.
- ii. The next qualified bidder would be awarded should default occur.

**PLEASE DIRECT ANY QUESTIONS ON THIS BID TO:**

**Terry Pangborn, Director of Food Service**

**Telephone: (714) 999-3560**

**Please Note: Please return this Bid signed "No Bid" with reason for your decision if your firm declines to participate.**

<b>Attachment A</b>	<b>Qualified List of Products</b>
<b>Attachment B</b>	<b>Delivery Sites</b>
<b>Attachment C</b>	<b>Request for References and Certification and Debarment</b>

**Bid Form Direction:**

**A: Information requested on General Conditions:  
Bid Form Cover  
Attachment A, Qualified List of Products  
Attachment C, Reference Information, and Certification and Debarment.**

# Anaheim Union High School District Produce Bid

Attachment A  
 BID# 2006-25

Item	Description	Unit	Price	1% Mark
1	Apples, fresh US Grade #1 fancy, 113's Red Del	Case	14.95	
2	Apples, fresh US Grade #1 fancy, 138's Red Del	Case	14.95	
3	Apples, fresh US Grade #1 fancy, 138's Granny Smith	Case	15.95	
4	Apples, Sliced, Indiv. Pkg.	Case	47.50	
5	Apples, Sliced, 5# Bag.	Bag	4.50	
6	Bananas Fresh US Grade #1 green tip	Pound	.29	
7	Bananas Green Tip Petite 150/CS	Case	13.45	
8	Broccoli Fresh US Grade #1 Florettes, 5# Bag	Bag	6.95	
9	Cabbage, Green Fresh US Grade #1	Each	.45	
10	Cabbage, Red, Fresh US Grade #1	Each	.45	
11	Cantaloupe, Fresh, US grade #1 36's	Each	.55	
12	Carrots, Coin 5# Bag	Case	3.25	
13	Carrots, fresh shredded 5# Bag	Bag	3.25	
14	Carrots, whole, fresh US Grade #1	Pound	.29	
15	Carrots, sticks 5# bag	Bag	3.95	
16	Carrots, baby indiv. 2oz bag/100/case	Case	12.50	
17	Carrots, baby 5# bag	Bag	3.95	
18	Cauliflower, fresh US grade #1 florettes, 5# bag	Bag	6.75	
19	Celery, stick 5# bag	Bag	3.75	
20	Celery, fresh, diced 5# bag	Bag	3.25	
21	Cilantro, fresh, bunch	Bunch	.30	
22	Coleslaw, 5# bag	Bag	2.40	
23	Cucumbers, fresh, US Grade #1 fancy 36's	Each	.50	
24	Endive, fresh, US grade #1	Each	.65	
25	Grapes, lunch bunch 150/cs	Case	14.50	
26	Grapes, seedless, US Grade #1	Pound	.69	
27	Fajita Mix, 5# Bag	Bag	6.45	
28	Jicama	Pound	.35	
29	Jicama, stick, 3/8"x4"x4", 5# Bag	Bag	6.45	
30	Kiwi, US Grade #1	Carton	6.95	
31	Lemons	Each	.30	
32	Lettuce, 3way trimmed and cleaned 5#	Bag	2.55	
33	Lettuce, shredded 5# bag	Bag	2.45	

# Anaheim Union High School District Produce Bid

Attachment A  
 BID# 2006-25

Item	Description	Unit	Price	1%Market
34	Lettuce, Romaine, fresh, cleaned, chopped	Pound	1.14	
35	Melon, Honeydew, US Grade #1	Each	1.40	
36	Nectarines, US grade #1, 84Ct	Lug	9.90	
37	Onions, diced 5# bag	Bag	2.75	
38	Onion, green, US grade #1, bunch	Bunch	.30	
39	Onion, spanish	Pound	.29	
40	Onion, red	Pound	.49	
41	Oranges, fresh, US Grade #1 138's	Case	8.95	
42	Parsley, freshfoliage, curly leaf	Bunch	.20	
43	Peaches, fresh US Grade #1 90/case	Case	12.75	
44	Pears, fresh US Grade#1 105/case	Case	15.50	
45	Peppers, Bell, Green	Pound	.69	
46	Peppers, Bell, Red	Pound	.89	
47	Pineapple, Fresh US Grade #1 Fancy Size, 6	Case	12.50	
48	Plums, US grade #1 2"	Pound	.75	
49	Potatoes, US Grade #1 Long Bkng Fancy 70 Ct	Case	10.70	
50	Potato Salad #8 Carton	Each	7.45	
51	Macaroni Salad. 8# Carton	Each	7.45	
52	Radishes, US Grade #1	Bunch	.45	
53	Spinach Us Grade #1	Pound	.65	
54	Spinach Leaves, Ready to use	Pound	1.35	
55	Strawberries, Medium 12 Baskets/flat	Flat	10.50	
56	Strawberries, basket	Basket	.85	
57	Tangerines, US Grade #1	Pound	.69	
58	Tomatoes Fresh US Grade #1	Pound	.65	
59	Tomatoes , 6x6	Lug	10.90	
60	Tomatoes Fresh US Grade #1 Cherry	Basket	.95	
61	Watermelon, US Grade #1, Seedless	Pound	.29	
62	Zucchini	Each	.45	
63	Zucchini, coins, 5# bag	Bag	5.70	
64	Delivery charge for DOD produce:	per/case	4.50	

Bid: 2006-25  
Title: Fresh Produce and Prepared Vegetables

**Supplemental Vendor Information**

Date: MAY 31, 2006  
Name of Firm: SWIFT PRODUCE

FOB: Anaheim Union High School District (all schools)

A: Terms \_\_\_\_\_ % discount if payment is made within \_\_\_\_\_ after  
delivery and receipt of invoice.  
B: Minimum order requirements NONE

**BID # 2006-25 FRESH PRODUCE AND PREPARED VEGETABLES**

It is understood that the District reserves the right to reject and ad all items bid, to select individual items and to waive any informalities. Failure on the part of the company to meet contract requirements shall be cause for cancellation. Either party may cancel contract upon thirty (30) written notice to the other party.

Non Collusion- By signing and submitting this proposal, I/we declare under penalty of perjury under the laws of the State of California that the price(s) quoted were arrived at independently. Neither the bid price nor the approximate amount of the bid has been disclosed to other bidders or potential bidders. Furthermore, I/we attest that no attempt has been made or will be made to induce any other entity to refrain from quoting or to submit any complementary quote on the proposed contract and that this quotation is made in good faith.

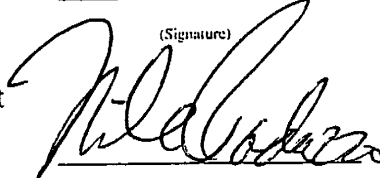
**Bidder Information**

Anaheim Union High School District

Name of Bidder: SWIFT PRODUCE

Diane Poore

Superintendent

  
(Signature)

Diane Poore, Assistant

Date: 6/27/06

Address of Bidder 7691 9TH STREET  
BUENA PARK, CA

Telephone (714) 522-6124

Fax: (714) 522-6127

## Instructional Materials Submitted for Display

**June 4, 2009**

Display Period June 4, 2009–June 25, 2009

Curriculum	Basic/ Suppl	Course Name/ Number	GR	Title	Publisher
English Language Arts	Suppl	Science Fiction: A Glass Darkly/ Course #1573	12	<i>Ender's Game</i> by Orson Scott Card	Tor Books
English Language Arts	Suppl	Science Fiction: A Glass Darkly/ Course #1573	12	<i>I, Robot</i> by Isaac Asimov	Bantam Books
English Language Arts	Suppl	Science Fiction: A Glass Darkly/ Course #1573	12	<i>The Prentice Hall Anthology of Science Fiction and Fantasy</i> by Garyn G. Roberts	Prentice Hall
English Language Arts	Suppl	English 7/ Course #s 1330, 1332, and 1335	7	<i>Grammar for Writing, McDougal Littell California Literature, Grade 7</i>	Holt McDougal
English Language Arts	Suppl	English 8/ Course #s 1350, 1352, and 1355	8	<i>Grammar for Writing, McDougal Littell California Literature, Grade 8</i>	Holt McDougal
Foreign Language	Suppl	Spanish for Spanish Speakers 1A, 1B, 1/ Courses #2141, 2151, 2167	7-8	<i>El Lazarillo de Tormes</i>	Lectorum

**Disposal of Surplus Miscellaneous Furniture and Equipment**

<b>Quantity</b>	<b>Description</b>
1	AUDIO POWER AMPLIFIER
2	FAX MACHINES
1	LASER DISC PLAYER
2	OVERHEAD PROJECTORS
2	SCANNERS
5	TELEVISIONS
1	TYPEWRITER

**Disposal of Obsolete Unrepairable Computer Equipment**

<b>Quantity</b>	<b>Type of Equipment</b>
1	APPLE AIRPORT
2	DISC DRIVES
15	COMPUTERS (CPU)
29	HARD DRIVES
14	KEYBOARDS
33	MONITORS
3	NOTEBOOKS (LAPTOP)
11	PRINTERS

SCHEDULE A

**STUDENTS IN NONPUBLIC SCHOOLS UNDER EC 56030**  
**Addendum Nonpublic School Regular Year 2008-2009**

STUDENT	DOB	GRADE	BOARD APPROVAL DATE	NONPUBLIC SCHOOL	TOTAL CONTRACT COST*
SYS-0708017	10-13-95	08	06-04-09	Grace Education	\$1,181.25

\*Includes transportation costs, if applicable.



**SCHEDULE A**

**STUDENT IN NONPUBLIC SCHOOL UNDER EC 56030  
Residential School Year 2008-2009**

STUDENT	DOB	GRADE	BOARD APPROVAL DATE	NONPUBLIC SCHOOL	TOTAL CONTRACT COST*
SYS-0708078	04-15-93	10	06-04-09	Cinnamon Hills Youth Crisis Center	\$9,450.00

\*Includes transportation costs, if applicable.

Field Trips

Board of Trustees  
June 4, 2009

1. Loara High School- Junior Reserve Officers' Training Corps/JROTC (30 students); Siaki Leota, adviser; Jessica Lee, Auria Neri, chaperones.
 

To: Warner Springs, California  
 Dates: June 16, 2009-June 20, 2009  
 Purpose: To participate in JROTC Leadership Camp at Lost Valley Scout Reservation  
 Expenses: Outside Source (Army): registration, meals, transportation, accommodations  
 ASB/Club Fundraisers: transportation

Number of school days missed for this trip: 0  
 Number of school days missed previously: 1  
 Total number of days missed by this group: 1
2. Savanna High School-Navy Junior Reserve Officers' Training Corps/JROTC (6 students); Bobby W. Miller, adviser; Jerry Pearce, Alice Breslow, chaperones.
 

To: Warner Springs, California  
 Dates: June 16, 2009-June 20, 2009  
 Purpose: To participate in JROTC Leadership Camp at Lost Valley Scout Reservation  
 Expenses: Outside Source (Army and JROTC): transportation  
 Parent/Student: meals, accommodations

Number of school days missed for this trip: 0  
 Number of school days missed previously: 2  
 Total number of days missed by this group: 2
3. Western High School-Junior Reserve Officers' Training Corps/JROTC (30 students); Jerry Pearce, adviser; Richard Toliver, Alice Breslow, chaperones.
 

To: Warner Springs, California  
 Dates: June 16, 2009-June 20, 2009  
 Purpose: To participate in JROTC Leadership Camp at Lost Valley Scout Reservation  
 Expenses: Outside Source (Army): registration, meals, accommodations  
 ASB/Club Fundraisers: transportation

Number of school days missed for this trip: 0  
 Number of school days missed previously: 0  
 Total number of days missed by this group: 0
4. Katella High School-Boys' Basketball (12 students); Tom Gorrell, adviser; Kevin Loftus, Rod Caires, chaperones.
 

To: Palm Springs, California  
 Dates: June 19, 2009-June 21, 2009  
 Purpose: To compete in basketball tournament held at Palm Springs High School  
 Expenses: Parent/Student: meals, accommodations  
 Booster Club: registration, transportation

Number of school days missed for this trip: 0  
 Number of school days missed previously: 0  
 Total number of days missed by this group: 0

## Field Trips

Board of Trustees  
June 4, 2009

5. Savanna High School- Navy Junior Reserve Officers' Training Corps/JROTC (4 students); Bobby W. Miller, adviser; Diane Miller, chaperone.

To: Coronado, California  
Dates: June 30, 2009-July 3, 2009  
Purpose: To attend Area 11 Sail Leadership Academy  
Expenses: Outside Source (Navy JROTC): transportation  
Parent/Student: meals, accommodations

Number of school days missed for this trip: 0  
Number of school days missed previously: 3  
Total number of days missed by this group: 3

6. Western High School-Yearbook (8 students); Monique Flores, adviser; Raquel Solorzano, chaperone.

To: Malibu, California  
Dates: August 3, 2009-August 7, 2009  
Purpose: To participate at Yearbook Camp held at Pepperdine University  
Expenses: ASB/Club Fundraisers: registration, meals, 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

7. Loara High School-Varsity Cross Country (14 students); Yvonne Rodriguez, adviser; Arthur Cendejas, Zachary Tilson, chaperones.

To: Jamul, California  
Dates: August 14, 2009-August 21, 2009  
Purpose: To train for cross country and to prepare for league  
Expenses: Parent/Student: meals  
Booster Club: 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. Loara High School-Loara Multimedia Academy/LMAC (50 students); Daniel Klatzker, adviser; Lauren Klatzker, Martin Chavez, Kevin Freeman, Tracy Heck, William Hoffman, chaperones.

To: Long Beach, California  
Dates: August 14, 2009-August 16, 2009  
Purpose: To participate in a LMAC retreat held at El Dorado Park for development of interpersonal communication and leadership skills  
Expenses: Parent/Student: 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

**ANAHEIM UHSD**

**PURCHASE ORDER DETAIL REPORT BY FUND  
BOARD OF TRUSTEES MEETING 06/04/2009**

FROM 05/01/2009 TO 05/26/2009

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
964C0222	SEHI COMPUTER PRODUCTS	399.31	399.31	0118118072 4320	GRAPHICS/GENL ADM / OTHER OFFICE/MISC
964C0230	SUPPLYMASTER	304.07	304.07	0106106072 4320	BUSINESS/GENL ADM / OTHER OFFICE/MISC
964C0238	CALIFORNIA PACIFIC LABEL CO.	400.29	400.29	0118118072 5810	GRAPHICS/GENL ADM / NON-INSTRUCTIONAL PROF
964C0242	ALVARADO PAINTING, A	895.00	895.00	0110230081 5610	MAINTENANCE/MO / REPAIRS/MAINT - O/S SERVICES
964C0243	OPTIMA COMPANIES	953.25	953.25	0150230081 4355	ADMIN/GENERAL/MO / MAINTENANCE SUPPLIES
964C0244	F.M. THOMAS AIR CONDITIONING I	8,405.00	8,405.00	0150235081 4410	ADMIN/HVAC/MO / EQUIPMENT - NON-CAPITALIZED
964C0246	RELIABLE ELEVATOR INC	585.00	585.00	0124230081 5610	LOARA/GENERAL/MO / REPAIRS/MAINT - O/S
964C0247	ALVARADO PAINTING, A	275.00	275.00	0124237081 5610	LOARA/PAINT/MO / REPAIRS/MAINT - O/S SERVICES
964C0248	SUPPLYMASTER	195.75	195.75	0122140027 4320	MA/SCH ADM / OTHER OFFICE/MISC SUPPLIES
964C0250	DHK PLUMBING AND PIPING	1,975.00	1,975.00	0124239081 5610	LOARA/PLUMB/MO / REPAIRS/MAINT - O/S SERVICES
964C0251	GOV CONNECTION	206.05	206.05	0123000010 4310	SA/INSTR / INSTRUCTIONAL MATL & SUPPLIES
964C0252	E.G. AIRE HEATING AND AIR COND	14,400.00	14,400.00	0100906081 6490	ITT BUILDING/ M & O / EQUIPMENT - OTHER
964C0253	ALVARADO PAINTING, A	275.00	275.00	0131237081 5610	BR/PAINT/MO / REPAIRS/MAINT - O/S SERVICES
964C0254	RDS TOWING	1,699.50	1,699.50	0110230081 5610	MAINTENANCE/MO / REPAIRS/MAINT - O/S SERVICES
964C0255	STONE ELECTRIC INC	850.00	850.00	0120231081 5610	ANAHEIM/ELECTRIC/MO / REPAIRS/MAINT - O/S
964C0256	C.I. BUSINESS EQUIPMENT INC	240.00	240.00	0110230081 5610	MAINTENANCE/MO / REPAIRS/MAINT - O/S SERVICES
964C0257	COCO PRINTING AND GRAPHICS	160.00	160.00	0118118072 5810	GRAPHICS/GENL ADM / NON-INSTRUCTIONAL PROF
964C0258	A I FENCE COMPANY	275.00	275.00	0120232081 5610	MAINT-FENCE/MO / REPAIRS/MAINT - O/S SERVICES
964C0259	E.G. AIRE HEATING AND AIR COND	1,745.00	1,745.00	0100906081 5610	ITT BUILDING/ M & O / REPAIRS/MAINT - O/S
964C0260	ADVANCED AUTOMATED SYSTEMS	2,000.00	2,000.00	0110235081 5610	MAINTENANCE/HVAC/MO / REPAIRS/MAINT - O/S
964C0261	A I FENCE COMPANY	1,719.00	1,719.00	0120230081 5610	ANAHEIM/GENERAL/MO / REPAIRS/MAINT - O/S
964C0263	ACORN MEDIA	217.50	217.50	0102102071 4320	SUPT/BRD SUPT / OTHER OFFICE/MISC SUPPLIES
964C0264	DHK PLUMBING AND PIPING	1,895.50	1,895.50	0124240081 5610	LOARA/POOL/MO / REPAIRS/MAINT - O/S SERVICES
964C0265	DHK PLUMBING AND PIPING	14,906.02	14,906.02	0125239081 5610	KA/PLUMB/MO / REPAIRS/MAINT - O/S SERVICES
964C0266	COCO PRINTING AND GRAPHICS	320.81	320.81	0118118072 5810	GRAPHICS/GENL ADM / NON-INSTRUCTIONAL PROF
964C0267	COCO PRINTING AND GRAPHICS	324.08	324.08	0118118072 5810	GRAPHICS/GENL ADM / NON-INSTRUCTIONAL PROF
964C0268	MONTEON ELECTRIC	785.00	785.00	0140231081 5610	SOUTH/ELECTRIC/MO / REPAIRS/MAINT - O/S
964C0269	BENRICH SERVICE COMPANY	1,000.00	1,000.00	0127239081 5610	KE/PLUMB/MO / REPAIRS/MAINT - O/S SERVICES
964C0270	ALL COUNTY ENVIRONMENTAL INC.	2,915.00	2,915.00	0138230081 5610	BALL/GENERAL/MO / REPAIRS/MAINT - O/S
964C0273	COCO PRINTING AND GRAPHICS	254.48	254.48	0118118072 5810	GRAPHICS/GENL ADM / NON-INSTRUCTIONAL PROF
964C0274	CLIMATEC BUILDING TECHNOLOGIES	456.47	456.47	0120235081 5610	ANAHEIM/HVAC/MO / REPAIRS/MAINT - O/S
964C0275	ABE'S PLUMBING	2,000.00	2,000.00	0124239081 5610	LOARA/PLUMB/MO / REPAIRS/MAINT - O/S SERVICES
964C0276	DHK PLUMBING AND PIPING	2,000.00	2,000.00	0135239081 5610	DALE/PLUMB/MO / REPAIRS/MAINT - O/S SERVICES

**EXHIBIT EE**

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964C0277	TRI CITIES REFRIGERATION	141.05	141.05	0148235081 5610	HANDEL/HVAC/MO / REPAIRS/MAINT - O/S SERVICES
964C0278	BROOKS INSTALLATIONS	1,150.00	1,150.00	0137230081 5610	SY/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
964R2020	ACORN MEDIA	157.69	157.69	0112112072 4320	PURCHASING/GENL ADM / OTHER OFFICE/MISC
964R2021	BMC INC	350.00	350.00	0163456121 5610	EIA / ENGLISH LEARNER /SUPV / REPAIRS/MAINT -
964R2022	ACORN MEDIA	42.85	42.85	0122004010 4310	MA/ENGLISH/INSTR / INSTRUCTIONAL MATL &
964R2024	BSN SPORTS	1,403.99	1,403.99	0142028081 5630	OXFORD/ATHLETICS/FIELD SUPP /
964R2025	ARNIE'S ENTERPRISES	157.69	157.69	0151508140 4320	ATH FOUNDATION/ANCILLARY / OTHER
964R2026	LOS ALAMITOS HIGH SCHOOL	6,525.00	6,525.00	0144591510 4410	LEX/LOC GRANT/GIFT / EQUIPMENT -
964R2027	CORPORATE EXPRESS	63.36	63.36	0115115072 4320	EDUCATION/GENL ADM / OTHER OFFICE/MISC
964R2029	PRO SOUND AND STAGE LIGHTING	241.04	241.04	0128008010 4310	CY/VOC MUSIC/INSTR / INSTRUCTIONAL MATL &
964R2030	STARTRAC	8,475.98	8,475.98	0124025040 4370	LOARA/ASB/ANCIL / REPAIRS - EQUIPMENT
964R2031	US GAMES INC	1,986.21	1,986.21	0128027010 4310	CY/PHYS ED/INSTR / INSTRUCTIONAL MATL &
964R2032	BSN SPORTS	1,413.38	1,413.38	0128028010 4310	CY/ATHLET/INSTR / INSTRUCTIONAL MATL &
964R2033	AYSO REGION 54	100.00	100.00	0100908000 8699	USE OF FACILITIES - ATHLETICS / ALL OTHER
964R2034	DEVOTIONAL ASSOCIATES OF YOGES	100.00	100.00	0100908000 8699	USE OF FACILITIES - ATHLETICS / ALL OTHER
964R2035	EAST ANAHEIM AMERICAN LITTLE L	200.00	100.00	0100908000 8699	USE OF FACILITIES - ATHLETICS / ALL OTHER
964R2036	GUIDESTAR	750.00	100.00	0100970000 8650	COMMUNITY SERVICE/NA / LEASES AND RENTALS
964R2037	ANAHEIM TENNIS CENTER	200.00	750.00	0156156072 5880	FACILITIES/GENL ADM / OTHER OPERATING
964R2038	ANAHEIM FAMILY YMCA	400.00	200.00	0100908000 8699	USE OF FACILITIES - ATHLETICS / ALL OTHER
964R2039	AMERICAN THEATER ARTS FOR YOUT	100.00	400.00	0100908000 8699	USE OF FACILITIES - ATHLETICS / ALL OTHER
964R2040	BSN SPORTS	442.21	100.00	0142054010 4310	COMMUNITY SERVICE/NA / LEASES AND RENTALS
964R2041	CTS APPLIANCE	1,411.58	442.21	0128393010 4410	OXFORD/AFTSCHL/ANCIL / INSTRUCTIONAL MATL &
964R2042	AWARDS BY PAUL	176.18	1,411.58	0128393010 4410	CY/VEA-2B/INSTR / EQUIPMENT - NON-CAPITALIZED
964R2043	WILSON, HEATHER	300.00	176.18	0104104072 4320	CERT HR/GENL ADM / OTHER OFFICE/MISC SUPPLIES
964R2044	JOSTENS	3,734.88	300.00	0144591510 4310	LEX/LOC GRANT/GIFT / INSTRUCTIONAL MATL &
964R2045	EDUCATIONAL TESTING SERVICE	900.00	3,734.88	0120140027 4320	ANAHEIM/SCH ADM / OTHER OFFICE/MISC SUPPLIES
964R2046	CLASSIC PARTY RENTALS	858.70	900.00	0152152030 4310	PUPIL TEST/TEST / INSTRUCTIONAL MATL &
964R2047	CENTAR INDUSTRIES	111.10	858.70	0152152030 4310	PUPIL TEST/TEST / INSTRUCTIONAL MATL &
964R2048	ALVARADO PAINTING, A	1,850.00	111.10	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
964R2049	ROY'S FLOORING	5,000.00	1,850.00	0120237081 5610	ANAHEIM/PAINT/MO / REPAIRS/MAINT - O/S
964R2050	RPW SERVICES INC	475.00	5,000.00	0134233081 5610	WA/FLOOR/MO / REPAIRS/MAINT - O/S SERVICES
964R2051	M.P. SOUTH INC	5,721.00	475.00	0148222081 5610	HANDEL/OPERATIONS-GROUND/MO /
964R2052	ICS SERVICE CO	5,524.14	5,721.00	0127230081 5610	KE/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
			4,912.14	0120231081 5610	ANAHEIM/ELECTRIC/MO / REPAIRS/MAINT - O/S

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964R2052	*** CONTINUED ***				
964R2053	KNORR SYSTEMS	345.48	612.00	0125231081 5610	KA/ELECTRIC/MO / REPAIRS/MAINT - O/S SERVICES
964R2054	KNORR SYSTEMS	974.47	345.48	0123240081 5610	SA/POOL/MO / REPAIRS/MAINT - O/S SERVICES
964R2055	REGAL AWARDS	1,027.48	974.47	0128240081 5610	CY/POOL/MO / REPAIRS/MAINT - O/S SERVICES
964R2056	DINAH MIGHT ADVENTURES LLP	927.12	1,027.48	0120487010 4310	MULTIMEDIA COMPUTER TECH/INST /
964R2057	MULTI HEALTH SYSTEMS INC	250.57	927.12	0120381010 4310	ANAHEIM/ECIA1/INSTR / INSTRUCTIONAL MATL & SUPPLIES
964R2058	NCS PEARSON INC.	411.12	250.57	0119283232 4310	SYS/PSYCH / INSTRUCTIONAL MATL & SUPPLIES
964R2059	CAROLINA BIOLOGICAL SUPPLY CO.	929.36	411.12	0119283232 4310	SYS/PSYCH / INSTRUCTIONAL MATL & SUPPLIES
964R2060	BLICK ART MATERIALS	304.89	929.36	0134591510 4310	WA/LOCAL GRANT/GIFTS / INSTRUCTIONAL MATL & SUPPLIES
964R2061	AAVIM	585.62	304.89	0128005010 4310	CY/ART/INSTR / INSTRUCTIONAL MATL & SUPPLIES
964R2062	CAROLINA BIOLOGICAL SUPPLY CO.	325.86	585.62	0125393010 4310	KA/VEA-2B/INSTR / INSTRUCTIONAL MATL & SUPPLIES
964R2063	FLINN SCIENTIFIC INC	126.09	325.86	0134379010 4310	TITLE III LIMITED ENG PROF / INSTRUCTIONAL
964R2064	ADVANCED MACHINERY	1,433.26	126.09	0134379010 4310	TITLE III LIMITED ENG PROF / INSTRUCTIONAL
964R2065	PSYCHOLOGICAL AND EDUCATIONAL	712.51	1,433.26	0140022010 4410	SOUTH/WOOD/INSTR / EQUIPMENT -
964R2066	PSYCHOLOGICAL ASSESSMENT RESOU	147.25	712.51	0119283232 4310	SYS/PSYCH / INSTRUCTIONAL MATL & SUPPLIES
964R2067	RENAISSANCE LEARNING INC	1,199.00	147.25	0119283232 4310	SYS/PSYCH / INSTRUCTIONAL MATL & SUPPLIES
964R2068	HAWTHORNE EDUCATIONAL SERVICES	446.51	1,199.00	0153383710 5880	TITLE V-ST ANTHONY-INSTR / OTHER OPERATING
964R2073	SUPERIOR PRODUCTS	15,219.16	446.51	0119283232 4310	SYS/PSYCH / INSTRUCTIONAL MATL & SUPPLIES
964R2074	MUSIC TIME INC.	249.89	10,884.93	0125393010 4310	KA/VEA-2B/INSTR / INSTRUCTIONAL MATL & SUPPLIES
964R2075	J.W. PEPPER AND SON INC.	1,914.54	4,334.23	0125393010 4410	KA/VEA-2B/INSTR / EQUIPMENT - NON-CAPITALIZED
964R2076	SEHI COMPUTER PRODUCTS	226.60	249.89	0132592010 4310	OV/DISNEY ENABLING ARTS GRANT /
964R2077	SEHI COMPUTER PRODUCTS	462.69	1,914.54	0121007010 4310	WESTERN/INS MUS/INSTR / INSTRUCTIONAL MATL &
964R2078	BSN SPORTS	1,188.70	226.60	0102102071 4320	SUPT/BRD SUPT / OTHER OFFICE/MISC SUPPLIES
964R2079	GUNTERS ATHLETIC SERVICE	990.22	462.69	0134591510 4410	WA/LOCAL GRANT/GIFTS / EQUIPMENT -
964R2080	DISCOUNT DANCE SUPPLY	5,353.02	1,188.70	0142028081 5560	OXFORD/ATHLETICS/FIELD SUPP / LAUNDRY
964R2081	LIFE LAB SCIENCE PROGRAM	410.00	990.22	0172372721 4320	DFS/SERVITTE-CONNELLYN / OTHER OFFICE/MISC
964R2082	CITY OF ANAHEIM	2,882.96	5,353.02	0142008010 4310	OXFORD/VOC MUSIC/INSTR / INSTRUCTIONAL MATL
964R2083	ROSSIER PARK HIGH SCHOOL	21,603.00	410.00	0115371010 5210	CaMSP/MATH & SCIENCE PARTNERSP / TRAVEL AND
964R2084	COLORADO BOYS RANCH	18,655.45	2,882.96	0100000040 5810	GEN FUND/ANCIL / NON-INSTRUCTIONAL PROF
964R2085	KNORR SYSTEMS	1,393.85	21,603.00	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
			18,655.45	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
			617.85	0122240081 5610	MA/POOL/MO / REPAIRS/MAINT - O/S SERVICES
			388.00	0123240081 5610	SA/POOL/MO / REPAIRS/MAINT - O/S SERVICES
			388.00	0124240081 5610	LOARA/POOL/MO / REPAIRS/MAINT - O/S SERVICES

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964R2086	TOMARK SPORTS INC.	1,590.74	1,590.74	0110230081 4410	MAINTENANCE/MO / EQUIPMENT -
964R2087	J AND A FENCE	595.00	595.00	0120232081 5610	MAINT-FENCE/MO / REPAIRS/MAINT - O/S SERVICES
964R2088	T R MULLIGAN INC	7,000.00	7,000.00	0120230081 5610	ANAHEIM/GENERAL/MO / REPAIRS/MAINT - O/S
964R2089	FANON COURIER INC	61.00	61.00	0123140027 5610	SA/SCH ADM/SCH ADM / REPAIRS/MAINT - O/S
964R2090	CITY OF ANAHEIM	110.25	110.25	0151508140 5880	ATH FOUNDATION/ANCILLARY / OTHER OPERATING
964R2091	CITY OF ANAHEIM	110.00	110.00	0146230081 5880	COMM DAY SCH/GENERAL/M&O / OTHER
964R2092	A 1 FENCE COMPANY	3,020.00	3,020.00	0123025040 4410	SA/ASB/ANCL / EQUIPMENT - NON-CAPITALIZED
964R2093	NORTH ORANGE COUNTY ROP	150.00	150.00	0151508140 4320	ATH FOUNDATION/ANCILLARY / OTHER
964R2094	FENN TERMITE AND PEST CONTROL	1,852.00	1,852.00	0124220081 5610	OPERATIONS - GENERAL / REPAIRS/MAINT - O/S
964R2095	BROOKS INSTALLATIONS	2,225.00	1,070.00	0131230081 5610	BR/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
			720.00	0132230081 5610	OR/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
964R2096	LA HABRA CITY SCHOOL DISTRICT	856.01	435.00	0140230081 5610	SOUTH/GENERAL/MO / REPAIRS/MAINT - O/S
964R2097	WESTMINSTER SCHOOL DISTRICT	581.89	856.01	0100371210 5805	CaMSP/LA HABRA SCHOOL DISTRICT /
964R2098	VALLEY CITIES GONZALES	5,610.00	5,610.00	0100371410 5805	CaMSP/WESTMINSTER SD/INSTR / INSTRUCTIONAL
964R2099	ALVARADO PAINTING, A	2,775.00	2,775.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
964R2100	ALVARADO PAINTING, A	475.00	475.00	0121237081 5610	WESTERN/PAINT/MO / REPAIRS/MAINT - O/S
964R2101	ACTION DOOR REPAIR CORP.	1,798.25	1,798.25	0120237081 5610	ANAHEIM/PAINT/MO / REPAIRS/MAINT - O/S
964R2102	LEONARD CHAIDEZ TREE SERVICE	1,553.00	1,118.00	0125230081 5610	KA/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
			50.00	0147222081 5610	OPERATIONS - GROUNDS / REPAIRS/MAINT - O/S
964R2103	CITY OF ANAHEIM	110.00	385.00	0169222081 5610	OPERATIONS - GROUNDS / REPAIRS/MAINT - O/S
964R2104	TRYCO	6,980.00	55.00	0168230081 5880	GI SOUTH/GENERAL/MO / OTHER OPERATING
964R2105	CDE CA DEPT OF EDUCATION	1,040.00	55.00	0169230081 5880	TRIDENT/ GENERAL/MO / OTHER OPERATING
964R2106	CITY OF ANAHEIM	25.00	6,980.00	0148230081 4355	HANDE/LGENERAL/MO / MAINTENANCE SUPPLIES
964R2107	CHAPMAN UNIVERSITY	14,646.00	1,040.00	0121140027 5210	WESTERN/SCH ADM/SCH ADM / TRAVEL AND
964R2108	CHAPMAN UNIVERSITY	1,000.00	25.00	0110230081 5880	MAINTENANCE/MO / OTHER OPERATING EXPENSES
964R2109	OCDE	210.00	14,646.00	0117371921 5805	CaMSP/CHAPMAN/INSTR SUPERVSN /
964R2110	JOSTENS	3,540.30	1,000.00	0115371021 5620	CaMSP/MATH & SCIENCE PARTNERSP /
964R2111	JOSTENS	1,276.56	210.00	0153393010 5210	SP SR ADM/VEA-2B/INSTR / TRAVEL AND
964R2112	SUPPLYMASTER	73.54	3,540.30	0121140027 4320	WESTERN/SCH ADM/SCH ADM / OTHER OFFICE/MISC
964R2113	SUPPLYMASTER	73.54	1,276.56	0127140027 4320	KE/SCH ADM / OTHER OFFICE/MISC SUPPLIES
964R2114	TOMARK SPORTS INC.	252.30	73.54	0144004010 4310	LEX/ENGLISH/INSTR / INSTRUCTIONAL MATL &
			73.54	0125012010 4310	KA/HEALTH/INSTR / INSTRUCTIONAL MATL &
			252.30	0125230081 4355	KA/GENERAL/MO / MAINTENANCE SUPPLIES

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964R2115	OFFICE DEPOT	259.80	114.17	0137381010 4320	SY/ECIA1/INSTR / OTHER OFFICE/MISC SUPPLIES
964R2116	OFFICE DEPOT	425.20	145.63	0137421010 4320	QEIA/INSTR-SYCAMORE / OTHER OFFICE/MISC
964R2117	FOLLETT LIBRARY RESOURCES	2,638.83	425.20	0128000031 4320	CY/GUID / OTHER OFFICE/MISC SUPPLIES
964R2118	FOLLETT LIBRARY RESOURCES	99.48	2,638.83	0120000024 4210	ANAHEIM/L M T / BOOKS AND REFERENCE
964R2119	NATIONAL GEOGRAPHIC SCHOOL PUB	1,952.28	99.48	0120000024 4210	ANAHEIM/L M T / BOOKS AND REFERENCE
964R2120	MEDCO SPORTS MEDICINE	2,054.50	1,952.28	0138456410 4210	BALL/INSTR MTL S ELL/INSTR / BOOKS AND
964R2121	U.S. ACADEMIC DECATHLON	522.50	2,054.50	0172372721 4320	DFS/SERVITTE-CONNELLYN / OTHER OFFICE/MISC
964R2122	SEHI COMPUTER PRODUCTS	1,004.85	522.50	0127086040 4310	KE/ADECATH/ANCIL / INSTRUCTIONAL MATL &
964R2123	NATIONAL GEOGRAPHIC SCHOOL PUB	664.38	1,004.85	0168000010 4310	GI SOUTH/INSTR / INSTRUCTIONAL MATL &
964R2124	CENGAGE LEARNING	1,451.45	664.38	0121456410 4210	WESTERN/INSTR MTL S ELL/INSTR / BOOKS AND
964R2125	HOUGHTON MIFFLIN COMPANY	2,985.44	1,451.45	0121456410 4210	WESTERN/INSTR MTL S ELL/INSTR / BOOKS AND
964R2126	GOV CONNECTION	3,001.33	2,985.44	0132456410 4210	OR/INSTR MTL S ELL/INSTR / BOOKS AND
964R2127	SEHI COMPUTER PRODUCTS	621.89	3,001.33	0140381010 4310	SOUTH/ECIA1/INSTR / INSTRUCTIONAL MATL &
964R2128	NATIONAL GEOGRAPHIC SCHOOL PUB	5,511.42	76.89	0144037010 4310	LEX/SOC SCI/INSTR / INSTRUCTIONAL MATL &
964R2129	MAGNATAG PRODUCTS	264.45	545.00	0144591510 4310	LEX/LOC GRANT/GIFT / INSTRUCTIONAL MATL &
964R2130	GOV CONNECTION	120.81	5,511.42	0122456410 4210	MAG/INSTR MTL S ELL/INSTR / BOOKS AND
964R2131	OFFICE DEPOT	279.35	264.45	0138140027 4320	BALL/SCH ADM/SCH ADM / OTHER OFFICE/MISC
964R2132	SEHI COMPUTER PRODUCTS	626.86	120.81	0121140027 4320	WESTERN/SCH ADM/SCH ADM / OTHER OFFICE/MISC
964R2133	CORPORATE EXPRESS	409.26	279.35	0122261012 4310	SE RES SP(RSP)/SE RES SP/NSEV / INSTRUCTIONAL
964R2135	GOV CONNECTION	240.24	626.86	0122257511 4310	EMOTION DISTRB/SE SEP CL/SEV / INSTRUCTIONAL
964R2136	GOV CONNECTION	121.16	409.26	0122381010 4310	MA/ECIA1/INSTR / INSTRUCTIONAL MATL &
964R2137	BMC INC	239.25	240.24	0128000024 4310	CY / L M T / INSTRUCTIONAL MATL & SUPPLIES
964R2138	SCHOOL SPECIALTY INC	95.22	121.16	0128002010 4310	CY/BUS ED/INSTR / INSTRUCTIONAL MATL &
964R2139	GOV CONNECTION	123.19	239.25	0137140027 4310	SY/SCH ADM / INSTRUCTIONAL MATL & SUPPLIES
964R2140	NATIONAL GEOGRAPHIC SCHOOL PUB	2,201.16	95.22	0134257511 4310	EMOTION DISTRB/SE SEP CL/ SEV / INSTRUCTIONAL
964R2141	GOV CONNECTION	163.71	123.19	0124252011 4310	LEARN HDCP/SE SEP CL/NSEV / INSTRUCTIONAL
964R2142	CORPORATE EXPRESS	136.37	2,201.16	0132456410 4210	OR/INSTR MTL S ELL/INSTR / BOOKS AND
964R2143	GOV CONNECTION	104.86	163.71	0120045010 4310	ANAHEIM/ROTC/INSTR / INSTRUCTIONAL MATL &
964R2144	SCHOLASTIC LIBRARY PUBLISHING	1,122.16	136.37	0120045010 4310	ANAHEIM/ROTC/INSTR / INSTRUCTIONAL MATL &
964R2145	HOUGHTON MIFFLIN COMPANY	8,535.47	104.86	0122035010 4310	MA/PHYSICS/INSTR / INSTRUCTIONAL MATL &
964R2146	OFFICE DEPOT	91.86	1,122.16	0120000024 4210	ANAHEIM/L M T / BOOKS AND REFERENCE
964R2147	COMPANION CORPORATION	41,505.45	8,535.47	0137456410 4310	SYCAMORE/INSTR MTL S ELL/INSTR /
			91.86	0132252011 4310	LEARN HDCP/SE SEP CL/NSEV / INSTRUCTIONAL
			41,505.45	0108527010 5880	MICROSOFT SETTLEMENT / OTHER OPERATING



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964R2148	CORPORATE EXPRESS	203.38	203.38	0147140027 4320	HOPE/SCHOOL ADMINISTRATION / OTHER
964R2149	ANDERSON'S MIDDLE ZONE	65.84	65.84	0131006010 4310	BR/THEATER/INSTR / INSTRUCTIONAL MATL &
964R2150	CONTEMPORARY DRAMA SERVICE	78.84	78.84	0131006010 4310	BR/THEATER/INSTR / INSTRUCTIONAL MATL &
964R2151	SCHOLASTIC INC	2,290.23	2,290.23	0137421010 4310	QEIA/INSTR-SYCAMORE / INSTRUCTIONAL MATL &
964R2152	COLORGUARD FLOORS	1,177.00	278.00	0137025040 4310	SY/ASB/ANCIL / INSTRUCTIONAL MATL & SUPPLIES
			899.00	0137025040 4410	SY/ASB/ANCIL / EQUIPMENT - NON-CAPITALIZED
964R2153	A 1 FENCE COMPANY	1,995.00	1,995.00	0125232081 5610	KA/FENCE/MO / REPAIRS/MAINT - O/S SERVICES
964R2154	OFFICE DEPOT	716.50	716.50	0140002010 4310	SOUTH/BUS ED/INSTR / INSTRUCTIONAL MATL &
964R2155	ICS SERVICE CO	1,881.62	1,881.62	0125230081 5610	KA/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
964R2156	RELIABLE ELEVATOR INC	1,528.00	1,528.00	0138230081 5610	BALL/GENERAL/MO / REPAIRS/MAINT - O/S
964R2157	ALVARADO PAINTING, A	4,975.00	4,975.00	0120237081 5610	ANAHEIM/PAINT/MO / REPAIRS/MAINT - O/S
964R2158	LA CASA GARCIA RESTAURANT CATE	1,400.00	1,400.00	0151508140 4390	ATH FOUNDATION/ANCILLARY / MEETING EXPENSE
964R2159	NCS PEARSON INC.	1,588.14	1,588.14	0119283232 4310	SYS/PSYCH / INSTRUCTIONAL MATL & SUPPLIES
964R2160	STEVE SPANGLER SCIENCE	200.59	200.59	0153383810 4310	TITLE V-ST CATHERINE-INSTR / INSTRUCTIONAL
964R2161	FLINN SCIENTIFIC INC	319.95	319.95	0153383810 4310	TITLE V-ST CATHERINE-INSTR / INSTRUCTIONAL
964R2162	YAMAHA GOLF CARS OF CALIFORNIA	849.42	849.42	0120000027 4370	ANAHEIM/SCH ADM / REPAIRS - EQUIPMENT
964R2163	HEINEMANN RAINTREE	202.82	202.82	0161456410 4210	POLARIS/INSTR MAT/ELA / BOOKS AND REFERENCE
964R2164	HOUGHTON MIFFLIN COMPANY	1,417.65	1,417.65	0168456410 4210	GI SOUTH/INSTR MTL S ELL/INSTR / BOOKS AND
964R2165	SAN DIEGO COUNTY SUPERINTENDEN	5,254.69	5,254.69	0163379021 4310	TITLE IIIA / LIMITED ENG PROG / INSTRUCTIONAL
964R2166	AFRICAN AMERICAN PUBLICATIONS	229.40	229.40	0125456010 4310	KA/EIALEP/INSTR / INSTRUCTIONAL MATL &
964R2167	KNORR SYSTEMS	81.50	81.50	0127240081 5880	KE/POOL/MO / OTHER OPERATING EXPENSES
964R2168	ANDERSON AIR CONDITIONING L.P.	271.00	271.00	0144235081 5610	LEX/HVAC/MO / REPAIRS/MAINT - O/S SERVICES
964R2169	PEOPLES EDUCATION	1,576.01	1,576.01	0134456410 4210	WALKER/INSTR MTL S ELL/INSTR / BOOKS AND
964R2170	ARAMARK SPORTS ENTERTAINMENT	1,941.80	1,941.80	0151508140 4390	ATH FOUNDATION/ANCILLARY / MEETING EXPENSE
964R2171	ANAHEIM FREE METHODIST CHURCH	100.00	100.00	0100908000 8699	USE OF FACILITIES - ATHLETICS / ALL OTHER
964R2172	SUPPLYMASTER	304.07	304.07	0106106072 4320	BUSINESS/GENL ADM / OTHER OFFICE/MISC
964R2173	L AND N UNIFORM SUPPLY	1,371.56	1,371.56	0142393010 4310	OXFORD/VEA-2B/INSTR / INSTRUCTIONAL MATL &
964R2174	ADVANCED AUTOMATED SYSTEMS	2,940.00	2,940.00	0110235081 5610	MAINTENANCE/HVAC/MO / REPAIRS/MAINT - O/S
964R2175	BEX BUSINESS EXPRESS	12,683.29	12,683.29	0142231081 6490	OXFORD/ELECTRIC/MO / EQUIPMENT - OTHER
964R2176	FLINN SCIENTIFIC INC	211.04	211.04	0134379010 4310	TITLE III LIMITED ENG PROF / INSTRUCTIONAL
964R2177	EARLY CHILDHOOD MANUFACTURERS'	2,510.64	2,510.64	0100413610 4310	INFANT/TODDLER CHILD CARE PRGM /
964R2178	PEOPLES EDUCATION	302.38	302.38	0161456410 4210	POLARIS/INSTR MAT/ELA / BOOKS AND REFERENCE
964R2179	SCHOOL SPECIALTY INC	466.80	466.80	0120045010 4310	ANAHEIM/ROTC/INSTR / INSTRUCTIONAL MATL &
964R2180	ULINE	624.71	624.71	0114114072 4320	WAREHOUSE/GENL ADM / OTHER OFFICE/MISC

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964R2181	CAMBRIDGE UNIVERSITY PRESS	311.13	311.13	0161456410 4210	POLARIS/INSTR MAT/ELA / BOOKS AND REFERENCE
964R2182	CAL STATE FULLERTON	12,574.00	3,143.50	0120456010 5805	ANAHEIM/EIALEP/INSTR / INSTRUCTIONAL PROF
			3,143.50	0125456010 5805	KA/EIALEP/INSTR / INSTRUCTIONAL PROF
			3,143.50	0137456010 5805	SY/EIALEP/INSTR / INSTRUCTIONAL PROF
			3,143.50	0140456010 5805	SOUTH/EIALEP/INSTR / INSTRUCTIONAL PROF
964R2183	GUNTHERS ATHLETIC SERVICE	7,041.40	7,041.40	0124028081 5630	LOARA/ATHLETICS/FIELD SUPP / REPAIRS/ATHLETIC
964R2184	ROSEN PUBLISHING GROUP	53.44	53.44	0161456410 4210	POLARIS/INSTR MAT/ELA / BOOKS AND REFERENCE
964R2185	PEARSON EDUCATION	484.55	484.55	0161456410 4210	POLARIS/INSTR MAT/ELA / BOOKS AND REFERENCE
964R2186	HOUGHTON MIFFLIN COMPANY	340.33	340.33	0161456410 4210	POLARIS/INSTR MAT/ELA / BOOKS AND REFERENCE
964R2187	SEHI COMPUTER PRODUCTS	294.17	294.17	0140002010 4310	SOUTH/BUS ED/INSTR / INSTRUCTIONAL MATL &
964R2188	TOWNSEND PRESS	71.25	71.25	0138029010 4310	BALL/READING/INSTR / INSTRUCTIONAL MATL &
964R2189	IZA DESIGN	1,889.23	1,889.23	0142008010 4310	OXFORD/VOC MUSIC/INSTR / INSTRUCTIONAL MATL
964R2190	NATIONAL GEOGRAPHIC SCHOOL PUB	2,050.25	2,050.25	0138456410 4210	BALL/INSTR MTL S ELL/INSTR / BOOKS AND
964R2191	FITNESS ANYWHERE INC.	728.29	728.29	0100413510 4310	CA SAFE PROGRAM/INSTRUCTION / INSTRUCTIONAL
964R2192	GARZA INDUSTRIES INC	220.62	220.62	0138024010 4310	BALL/MATH/INSTR / INSTRUCTIONAL MATL &
964R2193	PEOPLES EDUCATION	3,277.76	3,277.76	0138456410 4210	BALL/INSTR MTL S ELL/INSTR / BOOKS AND
964R2194	BELLWORK	2,687.92	2,687.92	0138456410 4210	BALL/INSTR MTL S ELL/INSTR / BOOKS AND
964R2195	SAX ARTS AND CRAFTS	773.52	773.52	0142005010 4310	OXFORD/ART/INSTR / INSTRUCTIONAL MATL &
964R2196	B AND H PHOTO VIDEO INC	3,500.15	892.32	0120487010 4310	MULTIMEDIA COMPUTER TECH/INST /
			2,607.83	0120487010 4410	MULTIMEDIA COMPUTER TECH/INST / EQUIPMENT -
964R2197	LATHEN TIME CORP	1,800.00	1,800.00	0110231081 4355	MAINTENANCE/ELEC/MO / MAINTENANCE SUPPLIES
964R2198	EDUCATIONAL INNOVATIONS INC	298.46	298.46	0128034010 4310	CY/INTSCI2/INSTR / INSTRUCTIONAL MATL &
964R2199	TEACHER DIRECT	215.63	215.63	0144004010 4310	LEX/ENGLISH/INSTR / INSTRUCTIONAL MATL &
964R2200	TEACHER'S DISCOVERY	339.56	339.56	0144004010 4310	LEX/ENGLISH/INSTR / INSTRUCTIONAL MATL &
964R2201	PERLMUTTER PURCHASING POWER	498.10	498.10	0137381010 4320	SY/ECIAI/INSTR / OTHER OFFICE/MISC SUPPLIES
964R2202	ACORN MEDIA	27.18	27.18	0114114072 4320	WAREHOUSE/GENL ADM / OTHER OFFICE/MISC
964R2203	VMS INC.	215.89	215.89	0125393010 4310	KA/VEA-2B/INSTR / INSTRUCTIONAL MATL &
964R2204	SCHOOL SERVICES OF CALIFORNIA	500.00	500.00	0106106072 5210	BUSINESS/GENL ADM / TRAVEL AND CONFERENCE
964R2205	SUNSET POOLS AND SPAS INC	18,546.00	3,091.00	0121240081 5610	WESTERN/POOL/MO / REPAIRS/MAINT - O/S
			3,091.00	0122240081 5610	MA/POOL/MO / REPAIRS/MAINT - O/S SERVICES
			3,091.00	0123240081 5610	SA/POOL/MO / REPAIRS/MAINT - O/S SERVICES
			3,091.00	0124240081 5610	LOARA/POOL/MO / REPAIRS/MAINT - O/S SERVICES
			3,091.00	0125240081 5610	KA/POOL/MO / REPAIRS/MAINT - O/S SERVICES
			3,091.00	0128240081 5610	CY/POOL/MO / REPAIRS/MAINT - O/S SERVICES

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964R2206	KERN RESOURCE CENTER	225.00	225.00	0142412021 5210	HLTH CAREER GRANT-INSTR SUPERV / TRAVEL AND
964R2207	OCDE	210.00	210.00	0153393010 5210	SP SR ADM/VEA-2B/INSSR / TRAVEL AND
964R2208	GUNTHERS ATHLETIC SERVICE	9,286.43	9,286.43	0120028081 5630	ANAHEIM/ATHLETIC/FIELDMN SUPP /
964R2209	LEE WAYNE CORPORATION	1,439.67	1,439.67	0104104072 4320	CERT HR/GENL ADM / OTHER OFFICE/MISC SUPPLIES
964R2210	CAMBRIDGE UNIVERSITY PRESS	4,206.55	4,206.55	0120456410 4210	ANAHEIM/INSTR MTLs ELL/INSTR / BOOKS AND
964R2211	PEOPLES EDUCATION	9,526.50	9,526.50	0120456410 4210	ANAHEIM/INSTR MTLs ELL/INSTR / BOOKS AND
964R2212	NATIONAL GEOGRAPHIC SCHOOL PUB	2,424.46	2,077.45	0144379010 4319	TITLE III LIMITED ENG PROF / UNALLOCATED
			347.01	0144456410 4210	LEX/INSTR MTLs ELL/INSTR / BOOKS AND
964R2213	SEHI COMPUTER PRODUCTS	345.83	345.83	0134591510 4310	W/LOCAL GRANT/GIFTS / INSTRUCTIONAL MATL &
964R2214	HOUGHTON MIFFLIN COMPANY	1,588.18	1,588.18	0122456410 4210	MAG/INSTR MTLs ELL/INSTR / BOOKS AND
964R2215	PEOPLES EDUCATION	2,017.86	2,017.86	0127456410 4210	KENNEDY/INSTR MTLs ELL/INSTR / BOOKS AND
964R2216	CENGAGE LEARNING	1,245.73	1,245.73	0127456410 4210	KENNEDY/INSTR MTLs ELL/INSTR / BOOKS AND
964R2218	SEHI COMPUTER PRODUCTS	116.32	116.32	0102102071 4320	SUPT/BRD SUPT / OTHER OFFICE/MISC SUPPLIES
964R2219	PERLMUTTER PURCHASING POWER	210.54	210.54	0122034010 4310	MA/INTSC12/INSTR / INSTRUCTIONAL MATL &
964R2220	PERLMUTTER PURCHASING POWER	286.66	286.66	0132025040 4310	OR/ANCIL / INSTRUCTIONAL MATL & SUPPLIES
964R2221	OXFORD UNIVERSITY PRESS	749.78	749.78	0128456410 4210	CYPRESS/INSTR MTLs ELL/INSTR / BOOKS AND
964R2222	ANAHEIM BAND INSTRUMENTS INC	871.09	871.09	0128007010 4310	CY/INS MUS/INSTR / INSTRUCTIONAL MATL &
964R2223	HOUGHTON MIFFLIN COMPANY	536.47	536.47	0122456410 4210	MAG/INSTR MTLs ELL/INSTR / BOOKS AND
964R2224	NATIONAL GEOGRAPHIC SCHOOL PUB	2,769.51	2,769.51	0125456410 4210	KATELLA/INSTR MTLs ELL/INSTR / BOOKS AND
964R2225	BORDERS EXPRESS #0435	711.10	711.10	0125393010 4310	KA/VEA-2B/INSTR / INSTRUCTIONAL MATL &
964R2226	CENGAGE LEARNING	5,251.27	5,251.27	0121456410 4210	WESTERN/INSTR MTLs ELL/INSTR / BOOKS AND
964R2227	TURNIP ROSE	1,684.00	1,684.00	0105105072 4390	CLASS HR/GENL ADM / MEETING EXPENSE - FOOD
964R2228	NATIONAL GEOGRAPHIC SCHOOL PUB	941.19	941.19	0122456410 4210	MAG/INSTR MTLs ELL/INSTR / BOOKS AND
964R2229	HOUGHTON MIFFLIN COMPANY	1,718.08	1,718.08	0120456410 4210	ANAHEIM/INSTR MTLs ELL/INSTR / BOOKS AND
964R2230	PEOPLES EDUCATION	1,967.28	1,967.28	0120456410 4210	ANAHEIM/INSTR MTLs ELL/INSTR / BOOKS AND
964R2231	ZANER BLOSER	479.37	479.37	0147456410 4310	HOPE/INSTR MATERIALS/ELA / INSTRUCTIONAL
964R2232	TEACHER CREATED MATERIALS	1,484.41	1,484.41	0147456410 4310	HOPE/INSTR MATERIALS/ELA / INSTRUCTIONAL
964R2236	OXFORD UNIVERSITY PRESS	1,251.98	1,251.98	0131456410 4210	BROOK/INSTR MTLs ELL/INSTR / BOOKS AND
964R2237	NATIONAL GEOGRAPHIC SCHOOL PUB	1,989.32	1,989.32	0131456410 4210	BROOK/INSTR MTLs ELL/INSTR / BOOKS AND
964R2238	OXFORD UNIVERSITY PRESS	819.33	819.33	0122456410 4210	MAG/INSTR MTLs ELL/INSTR / BOOKS AND
964R2239	NATIONAL GEOGRAPHIC SCHOOL PUB	1,421.99	1,421.99	0123456410 4210	SAV/INSTR MTLs ELL/INSTR / BOOKS AND
964R2240	NATIONAL GEOGRAPHIC SCHOOL PUB	693.24	693.24	0123456410 4210	SAV/INSTR MTLs ELL/INSTR / BOOKS AND
964R2241	CENGAGE LEARNING	960.02	960.02	0146456410 4210	CDS/INSTR MATERIAL/ELA / BOOKS AND
964R2242	WINTERING, VICTORIA	320.81	320.81	0105105072 4320	CLASS HR/GENL ADM / OTHER OFFICE/MISC

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964R2243	ALVARADO PAINTING, A	275.00	275.00	0137237081 5610	SY/PAINT/MO / REPAIRS/MAINT - O/S SERVICES
964R2244	CONLEY, JIM	100.00	100.00	0151508040 5810	ADMIN/ATHLETICS/ANCILLARY /
964R2245	ARASON, LARRY	100.00	100.00	0151508040 5810	ADMIN/ATHLETICS/ANCILLARY /
964R2246	GUNTHERS ATHLETIC SERVICE	313.25	313.25	0120028081 5560	ANAHEIM/ATHLETIC/FIELDMN SUPP / LAUNDRY
964R2247	SEHI COMPUTER PRODUCTS	771.84	771.84	0135140027 4320	DALE/SCH ADM/SCH ADM / OTHER OFFICE/MISC
964R2248	NATIONAL GEOGRAPHIC SCHOOL PUB	4,566.45	4,566.45	0124456410 4210	LOARA/INSTR MTLs ELL/INSTR / BOOKS AND
964R2249	NATIONAL GEOGRAPHIC SCHOOL PUB	4,907.58	4,907.58	0135456410 4210	DALE/INSTR MTLs ELL/INSTR / BOOKS AND
964R2250	NATIONAL GEOGRAPHIC SCHOOL PUB	8,078.03	8,078.03	0125456410 4210	KATELLA/INSTR MTLs ELL/INSTR / BOOKS AND
964R2252	NATIONAL GEOGRAPHIC SCHOOL PUB	36,969.81	36,969.81	0163456410 4310	INSTRUCTIONAL MATL ENG LEARNER /
964R2253	NATIONAL GEOGRAPHIC SCHOOL PUB	5,123.43	5,123.43	0163456410 4310	INSTRUCTIONAL MATL ENG LEARNER /
964R2254	WHY TRY INC.	5,824.00	5,824.00	0153381010 4310	SP PR ADM/ECIA/INSTR / INSTRUCTIONAL MATL &
964R2255	NATIONAL GEOGRAPHIC SCHOOL PUB	8,057.76	8,057.76	0163456410 4310	INSTRUCTIONAL MATL ENG LEARNER /
964R2257	WIESER EDUCATIONAL INC	91.42	91.42	0144591510 4310	LEX/LOC GRANT/GIFT / INSTRUCTIONAL MATL &
964S0284	SCHOOL SPECIALTY INC	186.62	186.62	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
964S0285	PIONEER STATIONERS INC	489.38	489.38	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
964S0286	CORPORATE EXPRESS	2,253.74	2,253.74	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
964S0287	SOUTHWEST SCHOOL AND OFFICE SU	3,071.10	3,071.10	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
964S0288	UNITED HEALTH SUPPLIES INC	646.85	646.85	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
964S0289	WESTWOOD BUILDING MATERIAL	1,272.54	1,272.54	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
964S0290	CERTIFIED ART SUPPLY	701.67	701.67	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
964S0291	CORPORATE EXPRESS	271.44	271.44	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
964S0292	JEYCO PRODUCTS INC	65.38	65.38	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
964S0293	SCHOOL SPECIALTY INC	105.44	105.44	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
964S0294	UNISOURCE	23,568.30	23,568.30	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
964S0295	CANNON SPORTS INC	926.49	926.49	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
964S0296	BSN SPORTS	215.33	215.33	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
964S0297	BLICK ART MATERIALS	131.16	131.16	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
964S0298	CORPORATE EXPRESS	16,994.36	16,994.36	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
964S0299	OFFICE DEPOT	496.42	496.42	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
964S0300	SOUTHWEST SCHOOL AND OFFICE SU	39.15	39.15	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
964S0301	SCHOOL SPECIALTY INC	218.13	218.13	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
964S0302	INDUSTRIAL DISTRIBUTION GROUP	496.42	496.42	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
964S0303	VERNON SANITATION SUPPLY INC	156.60	156.60	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
964S0304	CORPORATE EXPRESS	811.71	811.71	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES

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964S0305	JEYCO PRODUCTS INC	292.47	292.47	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
964S0306	GALE SUPPLY CO	1,979.96	1,979.96	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
964S0307	GENERAL INDUSTRIAL TOOL AND SU	82.87	82.87	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
964S0308	WAXIE SANITARY SUPPLY	9,988.31	9,988.31	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
964S0309	PIONEER CHEMICAL CO	1,511.63	1,511.63	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
964S0310	RAYVERN LIGHTING SUPPLY	302.11	302.11	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
964S0311	WEST LITE SUPPLY CO INC	709.59	709.59	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
964S0312	S C MARKETING	688.26	688.26	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
964S0313	CHAMPION CHEMICAL CO.	3,153.53	3,153.53	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
964T0207	HP DIRECT	4,509.70	4,509.70	0144591510 4410	LEX/LOC GRANT/GIFT / EQUIPMENT -
964T0208	QWIZDOM INC.	369.44	369.44	0142159510 4310	OXFORD/ACCTS RECEIVABLE / INSTRUCTIONAL
964T0209	DYNAVOX SYSTEMS LLC	5,753.94	5,753.94	0119283011 6490	SYS/INSTR / EQUIPMENT - OTHER
964T0210	ACORN MEDIA	8,511.86	29.36	0127393010 4310	KE/VEA-2B/INSTR / INSTRUCTIONAL MATL &
			8,482.50	0127393010 5880	KE/VEA-2B/INSTR / OTHER OPERATING EXPENSES
964T0211	TROXELL COMMUNICATIONS INC	564.41	564.41	0122381010 4410	MA/ECIA/INSTR / EQUIPMENT - NON-CAPITALIZED
964T0212	B AND H PHOTO VIDEO INC	4,491.38	4,491.38	0124393010 4310	LOARA/VEA-2B/INSTR / INSTRUCTIONAL MATL &
964T0213	SEHI COMPUTER PRODUCTS	1,045.29	1,045.29	0144261012 4310	SE RES SP(RSP)/SE RES SP/NSEV / INSTRUCTIONAL
964T0214	SEHI COMPUTER PRODUCTS	1,674.34	132.52	0135025040 4310	DALE/ANCIL / INSTRUCTIONAL MATL & SUPPLIES
			1,541.82	0135025040 4410	DALE/ANCIL / EQUIPMENT - NON-CAPITALIZED
964T0215	HP DIRECT	1,238.86	196.76	0132379010 4310	TITLE III LIMITED ENG PROF / INSTRUCTIONAL
			1,042.10	0132379010 4410	TITLE III LIMITED ENG PROF / EQUIPMENT -
964T0216	SEHI COMPUTER PRODUCTS	15.00	15.00	0132379010 4410	TITLE III LIMITED ENG PROF / EQUIPMENT -
964T0217	SEHI COMPUTER PRODUCTS	60.00	60.00	0144591510 4410	LEX/LOC GRANT/GIFT / EQUIPMENT -
964T0218	IPARADIGMS	3,910.00	3,910.00	0127000010 5880	KE/INSTR / OTHER OPERATING EXPENSES
964T0219	SUPPLYMASTER	152.03	152.03	0125140027 4320	KA/SCH ADM/SCH ADM / OTHER OFFICE/MISC
964T0220	SOFTCHALK LLS	4,000.00	4,000.00	0153393010 4310	SP SR ADM/VEA-2B/INSTR / INSTRUCTIONAL MATL
964T0221	PYRAMID SCHOOL PRODUCTS	121.58	121.58	0140002010 4310	SOUTH/BUS ED/INSTR / INSTRUCTIONAL MATL &
964T0222	HP DIRECT	1,123.66	1,123.66	0142159510 4410	OXFORD/ACCTS RECEIVABLE / EQUIPMENT -
964T0223	HP DIRECT	1,381.37	395.01	0144591510 4310	LEX/LOC GRANT/GIFT / INSTRUCTIONAL MATL &
			986.36	0144591510 4410	LEX/LOC GRANT/GIFT / EQUIPMENT -
964T0224	SEHI COMPUTER PRODUCTS	15.00	15.00	0144591510 4410	LEX/LOC GRANT/GIFT / EQUIPMENT -
964T0225	IPARADIGMS	3,981.25	3,981.25	0128140027 5880	CY/SCH ADM/SCH ADM / OTHER OPERATING
964T0226	SEHI COMPUTER PRODUCTS	15.00	15.00	0142159510 4410	OXFORD/ACCTS RECEIVABLE / EQUIPMENT -
964T0227	HP DIRECT	2,176.71	451.93	0140381010 4310	SOUTH/ECIA/INSTR / INSTRUCTIONAL MATL &

**ANAHEIM UHSD**

**PURCHASE ORDER DETAIL REPORT BY FUND  
BOARD OF TRUSTEES MEETING 06/04/2009**

FROM 05/01/2009 TO 05/26/2009

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
964T0227	*** CONTINUED ***				
964T0228	SEHI COMPUTER PRODUCTS	671.79	1,724.78	0140381010 4410	SOUTH/ECIA1/INSTR / EQUIPMENT -
964T0229	HP DIRECT	1,331.52	250.54	0128140027 4310	SOUTH/ECIA1/INSTR / INSTRUCTIONAL MATL & CY/SCH ADM/SCH ADM / INSTRUCTIONAL MATL & CY/SCH ADM/SCH ADM / EQUIPMENT -
964T0230	TROXELL COMMUNICATIONS INC	1,189.73	1,080.98	0128140027 4410	SE RES SP(RSP)/SE RES SP/NSEV / INSTRUCTIONAL LEARN HDCP/SE SEP CL/NSEV / EQUIPMENT -
964T0231	TROXELL COMMUNICATIONS INC	564.41	1,189.73	0138261012 4310	LEARN HDCP/SE SEP CL/NSEV / EQUIPMENT -
964T0232	PYRAMID SCHOOL PRODUCTS	182.37	564.41	0123252011 4410	SOUTH/BUS ED/INSTR / INSTRUCTIONAL MATL & LOARA/SCH ADM / OTHER OFFICE/MISC SUPPLIES
964T0233	PERLMUTTER PURCHASING POWER GOV CONNECTION	449.14	449.14	0124140027 4320	CaMSP/MATH & SCIENCE PARTNERSP / OTHER
964T0234	SEHI COMPUTER PRODUCTS	206.57	206.57	0115371021 4320	SE/ECIA1/INSTR / INSTRUCTIONAL MATL & SY/ECIA1/INSTR / EQUIPMENT - NON-CAPITALIZED
964T0236	SEHI COMPUTER PRODUCTS	3,412.35	1,112.28	0137381010 4310	SY/ECIA1/INSTR / EQUIPMENT - NON-CAPITALIZED
964T0237	AVES AUDIO VISUAL SYSTEMS INC	508.95	2,300.07	0137381010 4410	SY/ECIA1/INSTR / EQUIPMENT - NON-CAPITALIZED
964T0238	SEHI COMPUTER PRODUCTS	490.18	508.95	0140381010 4310	SOUTH/ECIA1/INSTR / INSTRUCTIONAL MATL & CY/ATHLET/INSTR / INSTRUCTIONAL MATL & SOUTH/ECIA1/INSTR / INSTRUCTIONAL MATL & CY/ATHLET/INSTR / INSTRUCTIONAL MATL & SOUTH/ECIA1/INSTR / INSTRUCTIONAL MATL & MA/ECIA1/INSTR / INSTRUCTIONAL MATL & KA/VEA-2B/INSTR / INSTRUCTIONAL MATL & DALE/SCHOOL ADMINISTRATION / INSTRUCTIONAL DALE/SCHOOL ADMINISTRATION / TECHNOLOGY - LEX/LOC GRANT/GIFT / EQUIPMENT - HLTH CAREER INCENT GR-INSTR / INSTRUCTIONAL HLTH CAREER INCENT GR-INSTR / EQUIPMENT - CY/BUS ED/INSTR / INSTRUCTIONAL MATL & TITLE III LIMITED ENG PROF / NON-INSTRUCTIONAL TITLE I - PARENTING / NON-INSTRUCTIONAL PROF KA/ASB/ANCIL / INSTRUCTIONAL MATL & SUPPLIES MAINTENANCE/HVAC/MO / OPERATIONS SUPPLIES - SP PR ADM/ECIA1/INSTR / INSTRUCTIONAL MATL &
964T0239	SEHI COMPUTER PRODUCTS	510.06	490.18	0128028010 4310	SOUTH/ECIA1/INSTR / INSTRUCTIONAL MATL & CY/ATHLET/INSTR / INSTRUCTIONAL MATL & SOUTH/ECIA1/INSTR / INSTRUCTIONAL MATL & MA/ECIA1/INSTR / INSTRUCTIONAL MATL & KA/VEA-2B/INSTR / INSTRUCTIONAL MATL & DALE/SCHOOL ADMINISTRATION / INSTRUCTIONAL DALE/SCHOOL ADMINISTRATION / TECHNOLOGY - LEX/LOC GRANT/GIFT / EQUIPMENT - HLTH CAREER INCENT GR-INSTR / INSTRUCTIONAL HLTH CAREER INCENT GR-INSTR / EQUIPMENT - CY/BUS ED/INSTR / INSTRUCTIONAL MATL & TITLE III LIMITED ENG PROF / NON-INSTRUCTIONAL TITLE I - PARENTING / NON-INSTRUCTIONAL PROF KA/ASB/ANCIL / INSTRUCTIONAL MATL & SUPPLIES MAINTENANCE/HVAC/MO / OPERATIONS SUPPLIES - SP PR ADM/ECIA1/INSTR / INSTRUCTIONAL MATL &
964T0240	SEHI COMPUTER PRODUCTS	450.86	510.06	0140381010 4310	SOUTH/ECIA1/INSTR / INSTRUCTIONAL MATL & MA/ECIA1/INSTR / INSTRUCTIONAL MATL & KA/VEA-2B/INSTR / INSTRUCTIONAL MATL & DALE/SCHOOL ADMINISTRATION / INSTRUCTIONAL DALE/SCHOOL ADMINISTRATION / TECHNOLOGY - LEX/LOC GRANT/GIFT / EQUIPMENT - HLTH CAREER INCENT GR-INSTR / INSTRUCTIONAL HLTH CAREER INCENT GR-INSTR / EQUIPMENT - CY/BUS ED/INSTR / INSTRUCTIONAL MATL & TITLE III LIMITED ENG PROF / NON-INSTRUCTIONAL TITLE I - PARENTING / NON-INSTRUCTIONAL PROF KA/ASB/ANCIL / INSTRUCTIONAL MATL & SUPPLIES MAINTENANCE/HVAC/MO / OPERATIONS SUPPLIES - SP PR ADM/ECIA1/INSTR / INSTRUCTIONAL MATL &
964T0241	PERLMUTTER PURCHASING POWER	914.53	450.86	0122381010 4310	SE/ECIA1/INSTR / INSTRUCTIONAL MATL & SY/ECIA1/INSTR / EQUIPMENT - NON-CAPITALIZED
964T0242	EDUCATIONAL RESOURCES INC.	9,049.32	914.53	0125393010 4310	SY/ECIA1/INSTR / EQUIPMENT - NON-CAPITALIZED
964T0243	TROXELL COMMUNICATIONS INC	564.41	27.19	0135000027 4310	SY/ECIA1/INSTR / EQUIPMENT - NON-CAPITALIZED
964T0244	HP DIRECT	5,592.50	9,022.13	0135000027 6414	SY/ECIA1/INSTR / EQUIPMENT - NON-CAPITALIZED
964T0247	ACORN MEDIA	95.70	564.41	0144591510 4410	SY/ECIA1/INSTR / EQUIPMENT - NON-CAPITALIZED
964X0574	PARENT INSTITUTE FOR QUALITY	15,000.00	677.00	0142412010 4310	SY/ECIA1/INSTR / EQUIPMENT - NON-CAPITALIZED
964X0575	SMART AND FINAL IRIS CO	1,300.00	4,915.50	0142412010 4410	SY/ECIA1/INSTR / EQUIPMENT - NON-CAPITALIZED
964X0576	AIR FILTER DEPOT	5,000.00	95.70	0128002010 4310	SY/ECIA1/INSTR / EQUIPMENT - NON-CAPITALIZED
964X0577	SMART AND FINAL IRIS CO	1,000.00	7,500.00	0120379010 5810	SY/ECIA1/INSTR / EQUIPMENT - NON-CAPITALIZED
	<b>Fund 01 Total:</b>	<b>746,204.75</b>	<b>746,204.75</b>		

<v. 030305>

**ANAHEIM UHSD**

**PURCHASE ORDER DETAIL REPORT BY FUND**

BOARD OF TRUSTEES MEETING 06/04/2009

FROM 05/01/2009 TO 05/26/2009

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
964R2217	SEHI COMPUTER PRODUCTS	119.76	119.76	1181610027 4320	ADULT/SCH.ADM / OTHER OFFICE/MISC SUPPLIES
Fund 11 Total:		119.76	119.76		

**ANAHEIM UHSD**

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964A0066	CASE AND SONS CONSTRUCTION INC	133,300.00	133,300.00	1420703081 5610	AN/DM PAINT/M&O / REPAIRS/MAINT - O/S SERVICES
964C0249	STONE ELECTRIC INC	6,830.00	2,276.67	1423704581 5610	SA-DM STRUCTURAL/MO / REPAIRS/MAINT - O/S
			2,276.67	1424704581 5610	LO/STRUCTURE/M&O / REPAIRS/MAINT - O/S
			2,276.66	1425704581 5610	KA/STRUCTURE / REPAIRS/MAINT - O/S SERVICES
	<b>Fund 14 Total:</b>	<b>140,130.00</b>	<b>140,130.00</b>		



**ANAHEIM UHSD**

**PURCHASE ORDER DETAIL REPORT BY FUND  
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FROM 05/01/2009 TO 05/26/2009

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
964A0067	CALIFORNIA SANITATION LLC	20,000.00	20,000.00	2125730585 6165	KATELLA/MEAS Z/MODERN/FAC ACQ / SITE
964R2069	PAKS CABINET	6,325.00	6,325.00	2144730585 6274	LEX/MEAS Z/MODERN/FAC ACQ / CONSTRUCTION -
964R2070	G.D. ELECTRIC	2,800.00	2,800.00	2120730585 6274	ANAHEIM/MEAS Z/MODERN/FAC ACQ /
964R2071	GIANNELLI ELECTRIC INC.	288.00	288.00	2125730585 6274	KATELLA/MEAS Z/MODERN/FAC ACQ /
964R2072	GIANNELLI ELECTRIC INC.	4,520.00	3,510.00	2125730585 6276	KATELLA/MEAS Z/MODERN/FAC ACQ / INTERIM
			1,010.00	2142730585 6276	OXFORD/MEAS Z/MODERN/FAC ACQ / INTERIM
964R2233	ELECTRA AIR	3,280.00	3,280.00	2120730585 6274	ANAHEIM/MEAS Z/MODERN/FAC ACQ /
964R2234	MITSUBISHI ELECTRIC AND	1,500.00	1,500.00	2120731085 6156	ANAHEIM/MEAS Z GROWTH/FAC ACQ / OTHER
964R2235	CASTLEROCK ENVIRONMENTAL INC.	14,760.00	14,760.00	2120730585 6276	ANAHEIM/MEAS Z/MODERN/FAC ACQ / INTERIM
	<b>Fund 21 Total:</b>	<b>53,473.00</b>	<b>53,473.00</b>		

**ANAHEIM UHSD**

**PURCHASE ORDER DETAIL REPORT BY FUND  
BOARD OF TRUSTEES MEETING 06/04/2009**

FROM 05/01/2009 TO 05/26/2009

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
964A0068	CLASS LEASING INC	766.67	766.67	2538710087 5620	BALL/DEVELOPER FEES/RNT LEASES /
964A0069	CLASS LEASING INC	2,300.00	2,300.00	2540710087 5620	SO/DEVELOPER FEES/RENTS LEASES /
964A0070	CLASS LEASING INC	11,058.19	11,058.19	2537710087 5620	SYC/DEVELOPER FEES/RENTS LEASE /
964A0071	CLASS LEASING INC	4,973.54	4,973.54	2523710087 5620	SA/DEVELOPER FEES/RNT LEASES /
964A0072	CLASS LEASING INC	11,005.28	11,005.28	2568710087 5620	TRIDENT/DEVELOPER FEES/RNTS /
		<b>Fund 25 Total:</b>	<b>30,103.68</b>		

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT BY FUND  
BOARD OF TRUSTEES MEETING 06/04/2009

FROM 05/01/2009 TO 05/26/2009

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
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Total Account Amount: 970,031.19

# Purchase Orders - Detail

## Anaheim School Dist/Food Services

5/27/2009 10:11:59 AM

Vendor Name		PO Number	P.O. Date	Date Needed	Customer Account No.	Use Vendor Numbers
<b>EMPIRE ELECTRIC SERVICES</b>		<b>23784</b>	<b>5/4/2009</b>	<b>5/4/2009</b>	<b>5600</b>	<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
1	1	Inv 1806	220-volt 50 amp 1 phase circuit/outlet		\$1,775.00	\$1,775.00
<b>EMPIRE ELECTRIC SERVICES</b>		<b>23785</b>	<b>5/4/2009</b>	<b>5/4/2009</b>	<b>5600</b>	<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
1	1	Inv 1805	220 volt 50 amp 1 phase circuit/outlet		\$1,775.00	\$1,775.00
<b>Vendor Total:</b>						\$3,550.00
<b>ORVAC ELECTRONICS</b>		<b>23827</b>	<b>5/20/2009</b>	<b>5/20/2009</b>	<b>5600</b>	<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
1	1	Inv 10714780	INT Network Card, Wireless Router		\$146.60	\$146.60
<b>Vendor Total:</b>						\$146.60
<b>SCHOOLHOUSE SOFTWARE INC.</b>		<b>23826</b>	<b>5/1/2009</b>	<b>5/1/2009</b>	<b>5800</b>	<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
1	1	Inv MN00003	SHS Maintenance July/09 - June/10		\$36,797.30	\$36,797.30
<b>Vendor Total:</b>						\$36,797.30
<b>WEDCON SYSTEMS, INC.</b>		<b>23817</b>	<b>5/6/2009</b>	<b>5/22/2009</b>	<b>6200</b>	<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
1	1	1111	Install Wedcon Systms 1100 hvy dty epoxy floor		\$8,436.00	\$8,436.00
<b>Vendor Total:</b>						\$8,436.00

Show all data where the Order Date is between 5/1/2009 and 5/26/2009

May 1, 2009 - May 26, 2009

EXHIBIT F F

ANAHEIM UHSD 05/27/09 Vendor Check Register Page 1  
 WED, MAY 27, 2009, 7:55 AM --req: KORR-----leg: 64 ---loc: 64FISCAL--job: 9896504 #J1331--prog: CK517 <1.01>--report id: CKRECSOC

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
ALT REV CASH FUND	V6405198	4310	661.36	618.37	00079579V6402437
		4320	20.01		
		5610	-79.00		
		5910	16.00		
ALT REV CASH FUND	V6405198	4310	141.04	141.04	00079580
*** VOID CONTINUE ***	VOID.CONTINU		0.00	0.00	00079581
*** VOID CONTINUE ***	VOID.CONTINU		0.00	0.00	00079582
AT AND T MCI	V6406157	5918	17,425.91	17,425.91	00079583
BANK OF AMERICA ACCOU	V6407184	5880	41,201.03	41,201.03	00079584
GCR TIRE CENTERS	V6409136	4370	6,525.73	6,525.73	00079585
GREATER ANAHEIM SELPA	V6401927	7211	2,353,485.00	2,353,485.00	00079586
*** CHECK GAP ***					
ABC CLIO INTERACTIVE	V6400046	4210	1,395.00	1,395.00	00079591
ACADEMIC TUTORING SER	V6409872	5805	1,212.64	1,212.64	00079592
ASBURY ENVIRONMENTAL	V6400358	5610	80.00	80.00	00079593
CLARK SECURITY PRODUC	V6400966	4355	3,704.81	3,704.81	00079594
COMPUTER GEEKS, THE	V6408823	4320	1,597.79	1,597.79	00079595
COOK EQUIPMENT CO	O V6401096	4347	2,128.43	2,128.43	00079596
DEMO PLUS	V6406119	5610	1,700.00	1,700.00	00079597
DUNN EDWARDS PAINTS	V6401448	4355	1,229.53	1,229.53	00079598
DYNAVOX SYSTEMS LLC	V6409679	6490	5,753.95	5,753.95	00079599
ECONOMY RENTALS INC	V6401478	5620	310.00	310.00	00079600
OCDE	V6403452	7141	144,347.56	144,347.56	00079601
ORGANIZED SPORTS INC	V6403474	4310	10,067.93	10,067.93	00079602

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
PHOTO WAREHOUSE	V6403664	4310	284.70	284.70	00079603
PIONEER STATIONERS IN	V6403676	9320	399.11	399.11	00079604
POOL SUPPLY OF ORANGE	V6403700	4347	754.56	754.56	00079605
PRAXAIR	V6403719	4355	17.55	17.55	00079606
PREFERRED CONCEPT	V6410008	5610	966.00	966.00	00079607
PROTECT COMPUTER PROD	V6409695	4310	136.25	136.25	00079608
PSS	V6405735	4320	258.73	258.73	00079609
RALPHS GROCERY CO	V6403828	4310	88.83	88.83	00079610
REFRIGERATION SUPPLIE	V6403873	4347	12.42	12.42	00079611
REGAL AWARDS	V6403875	4320	1,479.00	1,479.00	00079612
SAN DIEGO COUNTY SUPE	V6405606	5210	347.36	347.36	00079613
SCHORR METALS INC	V6404179	4355	870.00	870.00	00079614
SEHI COMPUTER PRODUCT	V6404221	5610	239.44	239.44	00079615
SMART AND FINAL IRIS	V6404306	4310	105.22	105.22	00079616
SOUTHWEST SCHOOL AND	V6404383	9320	236.21	236.21	00079617
SUPPLYMASTER	V6404538	4320	497.81	497.81	00079618
*** VOID CONTINUE *** VOID. CONTINU			0.00	0.00	00079619
TECHNICAL DUPLICATOR	V6404628	4310	731.94	35,575.54	00079620
		4320	7,693.16		
		5620	27,150.44		
TECHNICAL DUPLICATOR	V6404628	4320	88.56	88.56	00079621
TECHSMITH	V6410017	4310	364.95	364.95	00079622
TOTAL EDUCATION SOLUT	V6409871	5805	821.50	821.50	00079623

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
U S BANK	V6406511	4310	172.50	4,249.30	00079624
		4320	170.00		
		5210	1,878.96		
		5880	2,027.84		
USA FITNESS	V6406651	4410	7,790.76	7,790.76	00079625
VALLEY CITIES GONZALE	V6408890	5610	800.00	800.00	00079626
VILLALOBOS, PAUL	V6408956	5210	496.55	496.55	00079627
WALTERS WHOLESAL	V6409053	4355	942.17	942.17	00079628
WARD'S NATURAL SCIENC	V6404999	4310	312.88	312.88	00079629
WESTERN ILLUMINATED P	V6405045	4347	74.97	74.97	00079630
YAMAHA GOLF CARS OF C	V6405131	4347	213.78	213.78	00079631
*** CHECK GAP ***					
ADDISON AUTO GLASS	V6408005	4370	197.88	197.88	00079637
AICHELE, STEVEN G.	V6407891	5610	125.00	125.00	00079638
ALBA, MONICA	V6408201	5870	327.25	327.25	00079639
ALL COUNTY ENVIRONMEN	V6409177	5610	8,530.00	8,530.00	00079640
ALTERNATIVES UNLIMITE	V6409944	5805	6,761.25	6,761.25	00079641
AMERICA SHREDDING	V6409570	5810	276.00	276.00	00079642
ARAMARK UNIFORM SERVI	V6407528	4388	127.51	127.51	00079643
ARROW TRUCK WRECKING	V6400343	4376	1,271.67	1,271.67	00079644
AZENON, AMADA	V6409050	5220	99.83	99.83	00079645
BASIC EDUCATIONAL SER	V6409873	5805	3,165.75	3,165.75	00079646
CENTAR INDUSTRIES	V6400828	4355	111.10	111.10	00079647
CITY OF ANAHEIM	V6400957	5520	11.67	40.62	00079648

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
		5530	28.95		
CITY OF ANAHEIM	V6400957	5520	13,396.47	17,347.94	00079649
		5530	1,688.13		
		5580	2,263.34		
CLASSIC PARTY RENTALS	V6408217	4310	858.70	858.70	00079650
COLON, MELIDA DIAZ	V6409180	5220	103.95	103.95	00079651
CORPORATE EXPRESS	V6401104	4310	140.02	5,411.65	00079652
		9320	5,271.63		
CRYSTAL GLASS AND MIR	V6401153	4355	803.96	2,300.34	00079653
		4385	1,496.38		
DIESEL SPECIALISTS	V6406515	4376	371.68	831.68	00079654
		5610	460.00		
DUNN EDWARDS PAINTS	V6401448	4355	54.06	54.06	00079655
DURIEUX, SHELLEY	V6409522	5210	39.12	39.12	00079656
FEDERAL EXPRESS	V6401675	5910	262.76	262.76	00079657
HEMINGWAY, ROBERT	V6410037	5210	450.10	450.10	00079658
LAIOLA, JIM	V6402340	5610	100.00	100.00	00079659
PERMA BOUND	V6403638	4310	2,525.17	2,525.17	00079660
PIERCY, KENNA JUNG	V6407234	5210	129.63	129.63	00079661
PROFESSIONAL TUTORS O	V6407161	5805	17,160.00	17,160.00	00079662
RALPHS GROCERY CO	V6403828	4310	117.04	117.04	00079663
S AND J CHEVROLET	V6404050	4370	47.79	47.79	00079664
SKS INC	V6404058	4384	649.27	649.27	00079665
SMART AND FINAL IRIS	V6404306	4310	427.36	427.36	00079666
SMART KIDS TUTORING A	V6407162	5805	8,015.56	8,015.56	00079667



FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
STUTZ ARTIANO SHINOFF	V6408054	5821	6,080.69	6,080.69	00079668
SUPPLYMASTER	V6404538	4320	499.82	499.82	00079669
*** VOID CONTINUE *** VOID CONTINU					
TECHNICAL DUPLICATOR	V6404628	4310	587.13	3,886.74	00079671
		4320	309.71		
		5610	2,989.90		
UC REGENTS	V6404826	5805	95,000.00	95,000.00	00079672
UNION AUTO SERVICE CE	V6404840	4370	457.24	892.19	00079673
		5610	434.95		
WALL, SARAH	V6409246	5210	478.69	478.69	00079674
WEST COAST BATTERIES	V6405029	4387	414.28	414.28	00079675
WESTRUX INTERNATIONAL	V6405053	4376	25.06	25.06	00079676
WESTWOOD BUILDING MAT	V6405904	9320	1,280.41	1,280.41	00079677
WILSON, HEATHER	V6408459	4310	273.75	273.75	00079678
*** CHECK GAP ***					
GOODWILL IND. OF O.C.	V6400379	5810	740.00	740.00	00079681
PARENT INSTITUTE FOR	V6403538	5810	15,000.00	15,000.00	00079682
REFRIGERATION SUPPLIE	V6403873	4347	49.10	49.10	00079683
SAN DIEGO COUNTY OFFI	V6404098	4310	140.80	140.80	00079684
SAN DIEGO COUNTY SUPE	V6405606	5210	694.73	694.73	00079685
SOUTHERN COUNTIES OIL	V6404378	4381	12,789.23	12,789.23	00079686
TROXELL COMMUNICATION	V6404796	4310	302.09	628.34	00079687
		4320	326.25		
UNISOURCE	V6405508	9320	48,620.39	48,620.39	00079688

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
VERNIER SOFTWARE	V6404919	4310	2,213.37	2,213.37	00079689
XEROX	V6405124	5610 5620	147.46 264.38	411.84	00079690
1 TO 1 TUTOR LLC	V6409415	5805	1,085.00	1,085.00	00079691
A U H S D FOOD SERVIC	V6400023	4310 4390	248.50 67.97	316.47	00079692
ALTON SCHOOL	V6400191	5860	4,712.00	4,712.00	00079693
ARNIE'S ENTERPRISES	V6400340	4320	157.69	157.69	00079694
AT AND T MCI	V6406157	5918	29.44	29.44	00079695
AT AND T MCI	V6406157	5918	1,411.22	1,411.22	00079696
BIOMETRICS4ALL INC	V6409224	5880	24.00	24.00	00079697
CALIFORNIA COMMERCIAL	V6400682	4355	46.77	46.77	00079698
CARRIER SALES AND DIS	V6409402	4347	419.85	419.85	00079699
CINNAMON HILLS YOUTH	V6407425	5860	2,970.00	2,970.00	00079700
CRYSTAL GLASS AND MIR	V6401153	4355	500.85	500.85	00079701
DELL COMPUTER CORPORA	V6401309	4410	11,414.40	11,414.40	00079702
GAS COMPANY, THE	V6404372	5510	249.83	249.83	00079703
GREATER ANAHEIM SELPA	V6401927	7221	145,103.96	145,103.96	00079704
HOME DEPOT	V6405234	4347 4355	45.93 315.31	361.24	00079705
IRON MOUNTAIN	V6409943	5812	75.00	75.00	00079706
K 12 SPECIALTIES INC	V6407667	4347	1,622.87	1,622.87	00079707
KNOWLEDGE POINTS	V6409875	5805	1,456.50	1,456.50	00079708
LANGUAGE NETWORK INC	V6409301	5810	350.00	350.00	00079709

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
LEONARD CHAIDEZ TREE	V6402714	5610	8,460.00	8,460.00	00079710
LOS ANGELES FREIGHTLI	V6402833	4376 4385	2,302.78 197.69	2,500.47	00079711
MATHNASIUM LEARNING C	V6409876	5805	2,145.00	2,145.00	00079712
MEDCO SPORTS MEDICINE	V6405872	4320	2,377.18	2,377.18	00079713
MOBILE INDUSTRIAL SUP	V6407890	4375	49.44	49.44	00079714
MONTGOMERY HARDWARE C	V6405624	4355	2,307.61	2,307.61	00079715
NASCO MODESTO	V6403253	4310	637.53	637.53	00079716
ONE STOP PARTS SOURCE	V6406259	4370 4376 4385	652.72 289.16 99.22	1,041.10	00079717
ORANGE COUNTY BEARING	V6409966	4347	25.43	25.43	00079718
ORANGE COUNTY PUMP CO	V6403460	4355	877.44	877.44	00079719
ORVAC ELECTRONICS	V6403479	4347 4355 4370	4.92 17.35 141.34	163.61	00079720
POOL SUPPLY OF ORANGE	V6403700	4347	746.03	746.03	00079721
PRAXAIR	V6403719	4355	14.90	14.90	00079722
RALPHS GROCERY CO	V6403828	4310	266.11	266.11	00079723
REVOLVING CASH FUND	V6405193	4310 4390 5210 5610	1,255.35 1,000.00 5,179.17 105.00	7,539.52	00079724
SCHOOL SPACE SOLUTION	V6409933	4410	594.25	594.25	00079725
SCHOOL SPECIALTY INC	V6404173	9320	5,025.57	5,025.57	00079726
SOUTHWEST SCHOOL AND	V6404363	9320	570.99	570.99	00079727

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
TARGET STORES	V6404598	4310	878.16	878.16	00079728
*** CHECK GAP ***					
A 1 FENCE COMPANY	V6408537	5610	3,020.00	3,020.00	00079730
A TO Z IN HOME TUTORI	V6409416	5805	3,400.93	3,400.93	00079731
AAA ELECTRIC MOTOR SA	V6400033	4347	212.62	212.62	00079732
ACORN MEDIA	V6400068	4210	48.88	48.88	00079733
ACOUSTICAL MATERIAL S	V6400070	4355	115.05	115.05	00079734
ADI	V6400095	4355	320.27	320.27	00079735
ALT REV CASH FUND	V6405194	4390	272.62	272.62	00079736
ALT REV CASH FUND	V6405194	4310	702.32	976.83	00079737
		4320	274.51		
ALT REV CASH FUND	V6405195	4310	268.60	874.81	00079738
		4320	217.68		
		4347	286.78		
		5910	101.75		
ALT REV CASH FUND	V6405195	4310	382.46	382.46	00079739
ALT REV CASH FUND	V6405196	4310	109.39	109.39	00079740
ALT REV CASH FUND	V6405196	4299	14.07	315.59	00079741
		4310	147.44		
		4320	55.09		
		4347	98.99		
ALT REV CASH FUND	V6405197	4310	313.08	355.08	00079742
		5910	42.00		
ALT REV CASH FUND	V6405197	4320	52.00	57.43	00079743
		5910	5.43		
ALT REV CASH FUND	V6405198	4310	127.62	251.01	00079744
		4320	98.92		
		4347	24.47		

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
ALT REV CASH FUND	V6405198	4310	507.02	673.29	00079745
		4347	166.27		
ALTERNATIVE REVOLVING	V6400190	4210	15.27	202.76	00079746
		4347	15.00		
		5880	165.00		
		5910	7.49		
ALTERNATIVE REVOLVING	V6400190	4310	636.11	841.72	00079747
		4320	130.01		
		5910	75.60		
BASIC EDUCATIONAL SER	V6409873	5805	3,654.00	3,654.00	00079748
C INNOVATION INC	V6409342	5810	3,009.34	3,009.34	00079749
C.I. BUSINESS EQUIPME	V6400653	5610	240.00	240.00	00079750
CARNEY EDUCATIONAL SE	V6408638	5805	5,429.25	5,429.25	00079751
CHILD SHUTTLE	V6406415	5870	5,801.50	5,801.50	00079752
CITY OF ANAHEIM	V6400957	5520	13.22	97.47	00079753
		5530	84.25		
CRYSTAL GLASS AND MIR	V6401153	4355	81.60	81.60	00079754
CUMMINS CAL PACIFIC I	V6401190	5610	1,242.11	1,242.11	00079755
DAVE BANG ASSOCIATES	V6401265	5610	12,583.45	12,583.45	00079756
DECKER, ROBERT L.	V6407432	5810	1,233.90	1,233.90	00079757
GEARY PACIFIC SUPPLY	V6401824	4347	149.58	149.58	00079758
GREATER ANAHEIM SELPA	V6401927	5805	33,345.10	34,913.10	00079759
		7211	1,568.00		
HUTCHINGS, CHRISTY	V6407088	5220	27.12	27.12	00079760
MC FADDEN DALE HARDWA	V6403056	4347	104.98	821.66	00079761
		4355	716.68		
MONTGOMERY HARDWARE C	V6405624	4355	838.85	838.85	00079762

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
NASCO MODESTO	V6403253	4310	2,418.63	2,418.63	00079763
NEXTEL COMMUNICATIONS	V6403356	5918	4,875.11	4,875.11	00079764
QUALITY WELDING SERVI	V6410027	4410	4,495.00	4,495.00	00079765
QWIZDOM INC.	V6407542	4310	3,582.63	3,582.63	00079766
RDS TOWING	V6409825	5610	1,699.50	1,699.50	00079767
SEHI COMPUTER PRODUCT	V6404221	4310	955.71	955.71	00079768
SMART AND FINAL IRIS	V6404306	4390	245.69	245.69	00079769
SOUTHERN CALIFORNIA E	V6404370	5520	94,548.67	94,548.67	00079770
VERIZON WIRELESS	V6404918	5918	66.41	66.41	00079771
WAXIE SANITARY SUPPLY	V6405008	4347	177.18	177.18	00079772
WESTMINSTER SCHOOL DI	V6405052	5805	581.89	581.89	00079773
*** CHECK GAP ***					
ACS BILLING SERVICE	V6400072	5580	3,365.12	3,365.12	00079777
ACSA'S FOUNDATION FOR	V6400076	5210	50.00	50.00	00079778
ADELANTE EDUCATIONAL	V6409501	5805	4,128.96	4,128.96	00079779
ADT SECURITY SYSTEMS	V6400100	5610	456.47	456.47	00079780
ALVARADO PAINTING, A	V6406348	5610	1,445.00	1,445.00	00079781
AMERICAN MEDICAL AND	V6405265	9320	540.71	540.71	00079782
ART SUPPLY WAREHOUSE	V6400350	4310	294.48	294.48	00079783
ASHBURN, SISTER JO AN	V6410036	5210	105.00	105.00	00079784
AT AND T	V6400374	5918	307.53	307.53	00079785
BROOKS INSTALLATIONS	V6403919	5610	2,225.00	2,225.00	00079786

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
CITY OF ANAHEIM	V6400957	5810	2,882.96	2,882.96	00079787
CITY OF ANAHEIM	V6400957	5520	38,879.99	48,897.15	00079788
		5530	5,324.67		
		5580	4,692.49		
CITY OF ANAHEIM	V6400957	5880	110.25	110.25	00079789
CITY OF ANAHEIM	V6400957	5880	220.00	220.00	00079790
CLUB Z	V6409418	5805	17,317.71	17,317.71	00079791
CURRY, PATRICIA	V6410034	5210	105.00	105.00	00079792
DONNELLY, DIANE	V6401345	5210	656.29	656.29	00079793
DUNN EDWARDS PAINTS	V6401448	9320	855.04	855.04	00079794
ESCOE, BARRY	V6400453	3701	963.60	963.60	00079795
HOPKINS, NANCY	V6408881	5210	105.00	105.00	00079796
KRUEGER, CELESTE	V6409442	5220	22.27	22.27	00079797
LOPEZ, CINDY	V6407771	5220	84.70	84.70	00079798
NATIONAL SCIENCE TEAC	V6409990	5805	10,000.00	10,000.00	00079799
NIGRO NIGRO AND WHITE	V6410020	5210	2,500.00	2,500.00	00079800
OCDE	V6403452	5870	16,984.78	16,984.78	00079801
PENNER PARTITIONS INC	V6403625	4355	119.63	119.63	00079802
PERLMUTER PURCHASING	V6409934	4310	455.23	2,120.05	00079803
		4410	1,664.82		
PIONEER STATIONERS IN	V6403676	9320	430.65	430.65	00079804
QUEST POLISH AND WAX	V6403804	4375	798.35	798.35	00079805
REYNOLDS, BARBARA	V6408857	5210	105.00	105.00	00079806
ROLEWICZ, PAULA	V6407936	5220	14.85	14.85	00079807

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
ROSSIER PARK HIGH SCH	V6405342	5860	11,370.00	11,370.00	00079808
SAN DIEGO COUNTY SUPE	V6405606	5210	25,000.00	25,000.00	00079809
SEHI COMPUTER PRODUCT	V6404221	9320	1,716.08	1,716.08	00079810
STEINBRICK, GAIL	V6408751	5220	157.69	157.69	00079811
SUPPLYMASTER	V6404538	4319 4321	62.99 56.61	119.60	00079812
TATUM, TIM	V6410010	5220	28.60	28.60	00079813
TURRIETTA, MARIA	V6410035	5210	105.00	105.00	00079814
U S POST OFFICE	V6404814	5910	223.02	223.02	00079815
VERIZON WIRELESS	V6404918	5918 9205	11,678.15 68.62	11,746.77	00079816
VERNIER SOFTWARE	V6404919	4310	1,538.03	1,538.03	00079817
WOODWORKER'S SUPPLY I	V6405105	4310	442.86	442.86	00079818
*** CHECK GAP ***					
AT AND T	V6400374	5918	19.71	19.71	00079824
AT AND T MCI	V6406157	5918	42.57	42.57	00079825
CARRIGAN, WARREN	V6410011	5805	3,672.50	3,672.50	00079826
COLORADO BOYS RANCH	V6406448	5860	8,194.45	8,194.45	00079827
FANON COURIER INC	V6401662	5610	61.00	61.00	00079828
FLEET SERVICES INC	V6405625	4370	67.15	67.15	00079829
FOKI'S MICROSCOPE AND	V6401720	5610	173.40	173.40	00079830
GLENN, JERRY	V6402322	3701	1,156.80	1,156.80	00079831
GOLDEN WEST MEDICAL C	V6401892	5810	489.00	489.00	00079832



FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
GOPHER SPORTS EQUIPME	V6401902	4310	517.70	517.70	00079833
GOV CONNECTION	V6406748	4310	3,782.75	4,931.93	00079834
		4312	164.27		
		4320	984.91		
GREAT AMERICA LEASING	V6407856	5620	131.06	131.06	00079835
GREATER ANAHEIM SELPA	V6401927	7211	2,239.00	2,239.00	00079836
GREENS DISCOUNT GLASS	V6409591	4355	58.73	58.73	00079837
H AND E EQUIPMENT SER	V6409994	5610	2,301.90	2,301.90	00079838
HD INDUSTRIES	V6401983	4376	122.68	122.68	00079839
HERNANDEZ, JOSE	V6408762	5870	1,020.00	1,020.00	00079840
HOME DEPOT	V6405234	4320	730.00	1,684.48	00079841
		4355	954.48		
HOTSY EQUIPMENT CO.	V6402080	4347	251.84	251.84	00079842
HOWARD INDUSTRIES	V6402088	4347	1,390.02	1,390.02	00079843
J.M. MCKINNEY CO.	V6402219	4355	528.28	528.28	00079844
JOSTENS	V6402437	4320	2,815.04	2,815.04	00079845
LA HABRA CITY SCHOOL	V6406011	5805	856.01	856.01	00079846
LANGUAGE NETWORK INC	V6409301	5810	520.00	520.00	00079847
LOS ANGELES FREIGHTLI	V6402833	4385	109.18	109.18	00079848
M.P. SOUTH INC	V6402889	5610	1,895.00	1,895.00	00079849
MEDIC FIRST AID	V6401579	4320	2,079.28	2,079.28	00079850
MICWORKS INC	V6406797	4320	2,068.83	6,600.02	00079851
		4410	4,531.19		
NATIONWIDE PAPERS	V6403312	4320	543.59	543.59	00079852

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
NORTH ORANGE COUNTY R	V6409740	4320	150.00	150.00	00079853
OCE USA INC	V6403413	5620	481.77	481.77	00079854
OFFICE DEPOT	V6403421	9320	429.08	429.08	00079855
ORANGE COUNTY NEWS	V6410009	5880	843.00	843.00	00079856
ORANGE COUNTY REGISTE	V6403461	4210	42.80	85.59	00079857
	5880		42.79		
ORANGE COUNTY REGISTE	V6403461	4320	608.88	608.88	00079858
ORVAC ELECTRONICS	V6403479	4320	234.37	234.37	00079859
PARADIGM HEALTHCARE S	V6403536	5810	1,349.51	1,349.51	00079860
PETRO DIAMOND INC.	V6409384	4381	17,783.24	17,783.24	00079861
POOL SUPPLY OF ORANGE	V6403700	4347	554.19	554.19	00079862
REFRIGERATION SUPPLIE	V6403873	4347	21.62	21.62	00079863
RENAISSANCE LEARNING	V6403894	5880	1,199.00	1,199.00	00079864
SEHI COMPUTER PRODUCT	V6404221	4310	742.90	742.90	00079865
SOUTHWEST SCHOOL AND	V6404383	9320	3,071.10	3,071.10	00079866
STATER BROS STORE	V6404453	4310	80.04	80.04	00079867
SUNBEIRD EMBROIDERY	V6404522	4310	309.94	309.94	00079868
SUPERIOR PRODUCTS	V6404536	4310	447.91	447.91	00079869
WEST PAYMENT CENTER	V6407958	5821	113.22	113.22	00079870
WOODWORKER'S SUPPLY I	V6405105	4310	17.44	17.44	00079871
YELLOWSTONE BOYS AND	V6406828	5860	2,089.50	2,089.50	00079872
*** CHECK GAP ***					
ANAHEIM DISPOSAL	V6400256	5580	1,215.60	1,215.60	00079877

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Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
ANAHEIM FAMILY YMCA	V6409401	8699	400.00	400.00	00079878
ANAHEIM TENNIS CENTER	V6407118	8699	200.00	200.00	00079879
ANAHEIM UNION HIGH SC	V6400267	5454	30,111.69	30,111.69	00079880
AT AND T	V6400374	5918	35.05	35.05	00079881
AYSO REGION 54	V6410030	8699	100.00	100.00	00079882
B AND H PHOTO VIDEO I	V6400422	4410	1,393.90	1,393.90	00079883
B AND K ELECTRIC WHOL	V6400623	4355	1,378.94	1,378.94	00079884
B AND M LAWN AND GARD	V6400423	4347	382.46	382.46	00079885
BAVCO	V6407678	4347	104.44	104.44	00079886
BIO RAD LABORATORIES	V6407739	4310	199.74	199.74	00079887
BMC INC	V6400548	5610	350.00	350.00	00079888
BRAINPOP LLC	V6407109	4310	195.00	195.00	00079889
BRIGGEMAN DISPOSAL SE	V6400596	5580	5,425.35	5,425.35	00079890
BSN SPORTS	V6400615	4310	442.21	618.07	00079891
		9320	175.86		
CATHEDRAL HOME FOR CH	V6407473	5860	6,688.00	6,688.00	00079892
CITY OF ANAHEIM	V6400957	5520	5,590.70	6,105.24	00079893
		5580	514.54		
CITY OF BUENA PARK	V6400958	5530	261.09	2,877.98	00079894
		5580	2,616.89		
CRYSTAL GLASS AND MIR	V6401153	4355	150.34	150.34	00079895
FENN TERMITE AND PEST	V6401679	5610	425.00	425.00	00079896
GASINSKI, BEAU	V6400464	5210	606.16	606.16	00079897
HOME DEPOT	V6405234	4347	18.38	495.20	00079898

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
JACKSONS A S BREA	V6406346	4347	321.45	321.45	00079899
JACQUEZ, JULISSA	V6409865	5220	80.30	80.30	00079900
OC HUMAN RELATIONS CO	V6403458	5210	2,000.00	2,000.00	00079901
OPTOMETRIC VISION CAR	V6409932	5860	232.00	232.00	00079902
ORANGE COUNTY FARM SU	V6403455	4347	966.46	966.46	00079903
OXFORD ACADEMY	V6403485	5810	900.00	900.00	00079904
PERLMUTTER PURCHASING	V6409934	4310	460.01	460.01	00079905
PRO ED INC.	V6403756	4310	512.60	512.60	00079906
QWIZDOM INC.	V6407542	4310	369.44	369.44	00079907
RECORDED BOOKS INC	V6403863	4210	14,207.38	14,207.38	00079908
REFRIGERATION SUPPLIE	V6403873	4347	21.31	21.31	00079909
ROSSIER PARK HIGH SCH	V6405342	5860	9,625.00	9,625.00	00079910
RPW SERVICES INC	V6407914	5610	475.00	475.00	00079911
SCHOOL SPECIALTY INC	V6404173	9320	78.09	78.09	00079912
SCHOOL SPECIALTY INC	V6404173	4310	115.54	115.54	00079913
SCIENCE FIRST STARLA	V6410026	4310	116.05	116.05	00079914
SMART AND FINAL IRIS	V6404306	4390	8.68	8.68	00079915
SUMMIT LEARNING	V6404520	4310	201.82	201.82	00079916
SUPPLYMASTER	V6404538	9320	482.33	482.33	00079917
UNAUTHORIZED INK	V6409995	4310	913.73	913.73	00079918
VANTAGE TECHNOLOGIES	V6408014	4310	14.36	14.36	00079919

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
VOMERO, LAUREN	V6410043	5210	1,500.00	1,500.00	00079920
WALKER JR HIGH SCHOOL	V6404990	5810	100.00	100.00	00079921
YELLOW CAB OF GREATER	V6405135	5870	2,229.00	2,229.00	00079922
*** CHECK GAP ***					
ACADEMIC ADVANTAGE, T	V6408637	5805	7,884.39	7,884.39	00079924
BEN'S ASPHALT AND MAI	V6406381	5610	34,385.00	34,385.00	00079925
CHAPMAN UNIVERSITY	V6400867	5620	1,000.00	15,646.00	00079926
		5805	14,646.00		
GOLDEN STATE PAVING C	V6408228	5610	5,200.00	5,200.00	00079927
GRACE EDUCATION CENTE	V6408592	5860	19,247.89	19,247.89	00079928
HP DIRECT	V6408671	5610	12,138.67	12,138.67	00079929
SHILOH TREATMENT CENT	V6404266	5860	6,678.00	6,678.00	00079930
THERAPEUTIC EDUCATION	V6404702	5860	9,225.00	9,225.00	00079931
VAVRINEK TRINE DAY	V6404910	5820	6,500.00	6,500.00	00079932
*** CHECK GAP ***					
AARDVARK CLAY AND SUP	V6400035	4310	151.71	151.71	00079934
ACORN MEDIA	V6400068	4320	86.95	86.95	00079935
ADAMS, JOHN	V6402373	5220	187.28	187.28	00079936
ALBERTSON'S	V6400138	4310	260.13	260.13	00079937
ALBERTSONS STORE 1686	V6400142	4310	20.92	20.92	00079938
AMERICA SHREDDING	V6409570	5810	117.00	117.00	00079939
ARAMARK UNIFORM SERVI	V6407528	4320	38.60	38.60	00079940
ART SUPPLY WAREHOUSE	V6400350	4310	93.87	93.87	00079941

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
B AND K ELECTRIC WHOL	V6400623	4355	1,149.17	1,149.17	00079942
BEACON DAY SCHOOL	V6409269	5860	10,227.32	10,227.32	00079943
BEE BUSTERS	V6400472	5610	250.00	250.00	00079944
BENRICH SERVICE COMPA	V6410046	5610	172.00	172.00	00079945
CALIFORNIA DEPARTMENT	V6400687	4320	337.66	337.66	00079946
CALIFORNIA PACIFIC LA	V6400665	5810	400.29	400.29	00079947
CALIFORNIA SCHOOL MAN	V6409922	5810	2,300.00	2,300.00	00079948
CARTMAN INC, THE	V6404668	5610	407.37	407.37	00079949
COMMUNICATIONS CENTER	V6401037	5610	731.80	731.80	00079950
COMMUNITY COLLEGE FOU	V6409877	5805	4,840.50	4,840.50	00079951
FARMAN, JUANA	V6406999	5220	120.45	120.45	00079952
FEDERAL EXPRESS	V6401675	5910	446.07	446.07	00079953
GANAHL LUMBER CO	V6401804	4355 4410	1,382.31 651.41	2,033.72	00079954
GOLDEN STATE WATER CO	V6408018	5530	111.65	111.65	00079955
GUNTHERS ATHLETIC SER	V6401962	4310	576.38	576.38	00079956
HARAGA, SHANNON	V6405695	5220	59.95	59.95	00079957
HOME DEPOT	V6405234	4347 4355	21.37 505.79	527.16	00079958
IBARRA, MIGUEL	V6409769	5220	108.36	108.36	00079959
INTERQUEST DETECTION	V6407530	5810	1,600.00	1,600.00	00079960
JACKSONS A S BREA	V6406346	4347	108.51	108.51	00079961
LA CASA GARCIA RESTAU	V6407307	4390	1,400.00	1,400.00	00079962

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
OFFICE DEPOT	V6403421	4320	56.73	3,808.42	00079963
		9320	3,751.69		
OPTIMA COMPANIES	V6410021	4355	953.25	953.25	00079964
OPTOMETRIC VISION CAR	V6409932	5860	376.00	376.00	00079965
PITNEY BOWES	V6403677	5910	2,718.53	2,718.53	00079966
POOL SUPPLY OF ORANGE	V6403700	4347	274.25	274.25	00079967
RIDDLE TV AND APPLIAN	V6406711	5610	145.42	145.42	00079968
SCHOLASTIC INC	V6404150	4310	2,290.23	2,290.23	00079969
SEHI COMPUTER PRODUCT	V6404221	4310	97.88	724.52	00079970
		4320	626.64		
SOFTCHALK LLS	V6409698	4310	4,000.00	4,000.00	00079971
STATE OF CALIFORNIA	V6404447	5610	140.00	140.00	00079972
STRAIGHT TALK CLINIC	V6404492	5810	5,863.00	5,863.00	00079973
TOTAL EDUCATION SOLUT	V6409871	5805	583.00	583.00	00079974
UNITED HEALTH SUPPLIE	V6404851	9320	594.80	594.80	00079975
VARIOTEK	V6404909	5610	220.00	220.00	00079976
VERA, CARLOS	V6408946	5220	48.40	48.40	00079977
WALTERS WHOLESale	V6409053	4355	1,130.88	1,130.88	00079978
WOODWORKER'S SUPPLY I	V6405105	4310	91.30	91.30	00079979
XEROX	V6405124	4320	879.16	5,372.38	00079980
		5620	4,493.22		
YAMAHA GOLF CARS OF C	V6405131	5610	849.42	849.42	00079981
*** CHECK GAP ***					
A Z PARTS SALES	V6409623	4376	299.69	586.46	00079989

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
A+ EDUCATIONAL CENTER	V6409869	5805	12,736.00	12,736.00	00079990
ADDISON AUTO GLASS	V6408005	4370	104.40	184.40	00079991
		5610	80.00		
AFRICAN AMERICAN PUBL	V6407617	4310	229.40	229.40	00079992
ALVARADO, JAVIER	V6410050	5220	96.25	96.25	00079993
ANAHEIM KUMON CENTER	V6407160	5805	3,650.00	3,650.00	00079994
ANDERSON AIR CONDITIO	V6406876	5610	271.00	271.00	00079995
ARAMARK SPORTS ENTERT	V6400326	4390	1,941.80	1,941.80	00079996
ARAMARK UNIFORM SERVI	V6407528	4388	256.68	256.68	00079997
CHEN, ROSE	V6408456	5220	46.20	46.20	00079998
CHENLEE, JANET	V6405658	5220	29.43	29.43	00079999
CITY AUTO TOP	V6400953	4370	399.08	399.08	00080000
CUMMINS CAL PACIFIC I	V6401190	5610	101.34	101.34	00080001
DAY WIRELESS SYSTEMS	V6410025	4310	220.33	220.33	00080002
DEMCO INC	V6401318	4310	405.83	405.83	00080003
DHK PLUMBING AND PIPI	V6409955	5610	1,975.00	1,975.00	00080004
DIBSEL SPECIALISTS	V6406515	4370	377.78	1,348.24	00080005
		4376	970.46		
DINN BROS.	V6410014	4310	138.00	138.00	00080006
DUNN EDWARDS PAINTS	V6401448	4355	1,143.91	1,143.91	00080007
EASTEX PRODUCTS INC.	V6410024	4347	123.50	123.50	00080008
EBERHARD EQUIPMENT	V6405532	4347	542.88	542.88	00080009



Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
ECONOMY RENTALS INC	V6401478	5610	85.64	458.64	00080010
		5620	373.00		
EWING IRRIGATION PROD	V6401634	4347	1,297.72	1,297.72	00080011
EXPRESS PIPE AND SUPP	V6401644	4355	705.67	705.67	00080012
*** VOID CONTINUE *** VOID.CONTINU					
FENN TERMITE AND PEST	V6401679	5610	3,503.00	3,503.00	00080014
FERGUSON ENTERPRISES	V6409823	4355	145.06	145.06	00080015
FISHER SCIENCE EDUCAT	V6401697	4310	745.37	745.37	00080016
FLINN SCIENTIFIC INC	V6401708	4310	107.48	107.48	00080017
FREY SCIENTIFIC	V6401763	4310	60.22	60.22	00080018
FULLERTON ACE HARDWAR	V6405244	4310	7.59	7.59	00080019
GALE SUPPLY CO	V6401798	9320	430.82	430.82	00080020
GL SPORTS	V6408337	4310	59.97	59.97	00080021
GMF SOUND INC	V6401884	4410	2,311.24	2,311.24	00080022
GOPHER SPORTS EQUIPME	V6401902	4310	381.64	381.64	00080023
GOV CONNECTION	V6406748	4410	2,978.66	2,978.66	00080024
GRAINGER	V6404982	4347	38.06	468.63	00080025
		4355	430.57		
ICS SERVICE CO	V6406452	5610	7,405.76	7,405.76	00080026
IMPERIAL PRODUCTS INC	V6402137	4355	8,995.40	8,995.40	00080027
JACKSONS A S BREA	V6406346	4347	64.11	362.87	00080028
		4376	250.02		
		4385	43.37		
		4387	5.37		
JEYCO PRODUCTS INC	V6402332	4385	165.37	415.67	00080029

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
		9320	250.30		
JOSTENS	V6402437	4320	1,433.28	1,433.28	00080030
L AND N UNIFORM SUPPL	V6402628	4310	1,371.56	1,371.56	00080031
LOS ALAMITOS HIGH SCH	V6410028	4410	6,000.00	6,000.00	00080032
MARTINEZ, DONOVAN	V6410051	5220	25.30	25.30	00080033
MC FADDEN DALE HARDWA	V6403056	4347	32.41	367.07	00080034
		4355	334.66		
MEEHAN, LACEY	V6409733	5220	94.16	94.16	00080035
OCDE	V6403452	5210	1,050.00	1,050.00	00080036
PIONEER STATIONERS IN	V6403676	9320	897.18	897.18	00080037
RALPHS GROCERY CO	V6403828	4310	160.66	160.66	00080038
RELIABLE OFFICE SUPPL	V6403890	4320	60.81	60.81	00080039
SIMPLEXGRINELL	V6404290	5610	7,739.62	7,739.62	00080040
SPICERS PAPER INC	V6404405	4320	99.54	99.54	00080041
SPORTS NATION	V6410002	4310	203.98	203.98	00080042
TANIGUCHI INK	V6404593	4320	775.94	775.94	00080043
WARD'S NATURAL SCIENC	V6404999	4310	95.52	95.52	00080044
WILSON, KELLY A	V6409563	5220	39.60	39.60	00080045
*** CHECK GAP ***					
ALVARADO, JAMES	V6409462	5210	125.00	125.00	00080047
AMBROSE, MIKE	V6405764	5210	135.00	135.00	00080048
CALLINAN, KITTY	V6409128	5210	135.00	135.00	00080049
CHANG, ETHAN	V6410067	5210	105.00	105.00	00080050

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
CIOFFOLETTI, MARY	V6410066	5210	135.00	135.00	00080051
COUNTS, JACKIE	V6406390	5220	101.20	101.20	00080052
DANIEL, CLAIRE	V6410064	5210	125.00	125.00	00080053
DE JOVINE, JANE	V6410063	5210	135.00	135.00	00080054
DE LOS REYES, NICK	V6408376	5210	125.00	125.00	00080055
DEHN, BRIAN	V6408270	5210	105.00	105.00	00080056
DEJOVINE, JAMES	V6405761	5210	105.00	105.00	00080057
DINNEN, EVELYN	V6410062	5210	105.00	105.00	00080058
ERNEST, SHANTI	V6405759	5210	125.00	125.00	00080059
FLEET SERVICES INC	V6405625	4376 4385	383.66 339.74	723.40	00080060
GANAHL LUMBER CO	V6401804	4355	563.03	563.03	00080061
GCR TIRE CENTERS	V6409136	4386	5,578.05	5,578.05	00080062
GERLACH, SHANNON	V6409121	5210	125.00	125.00	00080063
GOLDEN WEST MEDICAL C	V6401892	5810	615.00	615.00	00080064
GOMEZ, RAIN CRANFORD	V6410065	5210	135.00	135.00	00080065
GONZALEZ, ALEXANDRINA	V6410061	5210	115.00	115.00	00080066
GREENHUT, DONNA	V6408880	5210	135.00	135.00	00080067
GREENWOOD, ERIK	V6408076	5210	349.83	349.83	00080068
GUIDESTAR	V6410029	5880	750.00	750.00	00080069
GUNTHER, SR. FRANCINE	V6410060	5210	135.00	135.00	00080070
H AND H AUTO PARTS WH	V6401967	4370 4376 4385	451.78 101.33 -16.17	536.94	00080071

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
HAAN CRAFTS CORP	V6401974	4310	897.75	897.75	00080072
HENRY, TIMMERIE	V6410059	5210	105.00	105.00	00080073
HODGE PRODUCTS INC	V6402067	4310	3,541.94	3,541.94	00080074
HOME DEPOT	V6405234	4347 4355	158.48 391.05	549.53	00080075
HOOLEON CORPORATION	V6410015	4310	842.85	842.85	00080076
HOWARD INDUSTRIES	V6402088	4347	589.09	589.09	00080077
IMPERIAL PRODUCTS INC	V6402137	4355	470.97	470.97	00080078
JACKSONS A S BREA	V6406346	4347 4370 4376 4385	1,892.69 437.63 178.37 17.84	2,526.53	00080079
JACOBSON, BEATRIZ	V6410058	5210	125.00	125.00	00080080
JEYCO PRODUCTS INC	V6402332	4375 4385 4387	246.92 1,282.53 57.27	1,586.72	00080081
KAM, GLORIA	V6410057	5210	135.00	135.00	00080082
KNORR SYSTEMS	V6402610	4347 5880	6,007.00 81.50	6,088.50	00080083
KRING, DARLENE	V6410056	5210	135.00	135.00	00080084
LOS ANGELES FREIGHTLI	V6402833	4376 4385	254.83 163.41	418.24	00080085
MALLON, EMMA	V6408573	5210	115.00	115.00	00080086
MANN, DR. SYLIVA LEE	V6409902	5805	1,700.00	1,700.00	00080087
MARSHALL, MATT	V6408661	5210	115.00	115.00	00080088
MOBILE INDUSTRIAL SUP	V6407890	4375	165.62	165.62	00080089

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
MULLEN, LORRAINE	V6409460	5210	135.00	135.00	00080090
NERRIE, KAREN	V6410055	5210	135.00	135.00	00080091
OCHOA, ELIZABETH	V6409757	5210	125.00	125.00	00080092
OLSEN, SHARON	V6409152	5210	105.00	105.00	00080093
OLSZYK, NICHOLAS	V6410075	5210	135.00	135.00	00080094
PHAM, TRUNG	V6405618	5210	481.80	481.80	00080095
PITTMAN, ANTHONY	V6410074	5210	105.00	105.00	00080096
POOL SUPPLY OF ORANGE	V6403700	4347	319.25	319.25	00080097
PRECISION SPEEDOMETER	V6403723	4376 4385	342.53 29.06	371.59	00080098
RALPHS GROCERY CO	V6403628	4310	116.76	116.76	00080099
RICCO, BRIDGET	V6410073	5210	105.00	105.00	00080100
RYAN, MARCIA	V6410072	5210	105.00	105.00	00080101
RYLAARSDAM, MICHAEL	V6406791	5210	814.87	814.87	00080102
SAVALA, EVANGELINA	V6410071	5210	115.00	115.00	00080103
SCHOLASTIC INC	V6404150	4310	6,345.81	6,345.81	00080104
SCHOOL SPECIALTY INC	V6404173	4310 9320	-115.54 186.62	71.08	00080105
SEELY, DIANE	V6408942	5210	125.00	125.00	00080106
SEHI COMPUTER PRODUCT	V6404221	4410	462.69	462.69	00080107
SERRANO, MARTHA	V6408413	5210	115.00	115.00	00080108
SMART AND FINAL IRIS	V6404306	4310	184.29	184.29	00080109
SMITH, DONNA K.	V6407786	5210	407.48	407.48	00080110

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
SOUTH COAST BOBCAT IN	V6408673	4347	105.67	105.67	00080111
SPEECH AND LANGUAGE	V6404400	5860	6,452.00	6,452.00	00080112
STEBBER, BONNIE	V6405751	5210	105.00	105.00	00080113
SUPPLYMASTER	V6404538	4310 4320	294.15 456.10	750.25	00080114
TOONEY, PAMELA	V6409165	5210	135.00	135.00	00080115
TORNEY, NICOLE	V6410070	5210	125.00	125.00	00080116
TRAFFIC CONTROL SERVI	V6404774	4347 4355	143.29 92.22	235.51	00080117
TROXELL COMMUNICATION	V6404796	4410	1,128.83	1,128.83	00080118
UNITRAX INC	V6404858	4376 5610	470.97 220.00	690.97	00080119
VANAUSDOLL, ABBY	V6410069	5210	115.00	115.00	00080120
WAGNER, HELEN	V6408301	5210	135.00	135.00	00080121
WELCH, KAREN	V6409028	5210	135.00	135.00	00080122
WEST COAST BATTERIES	V6405029	4370 4387	196.78 324.02	520.80	00080123
WESTERN TOOL SUPPLY	V6400043	4355	43.49	43.49	00080124
WESTRUX INTERNATIONAL	V6405053	4376	29.96	29.96	00080125
ZUBI, HANI	V6410068	5210	115.00	115.00	00080126
*** CHECK GAP ***					
FROG ENVIRONMENTAL IN	V6407428	5610	475.00	475.00	00080128
GANAHL LUMBER CO	V6401804	4310	584.56	584.56	00080129
GAS COMPANY, THE	V6404372	5510	28,800.93	28,800.93	00080130

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
GOLDEN STATE WATER CO	V6408018	5530	22,491.00	22,491.00	00080131
GOV CONNECTION	V6406748	4320	856.79	856.79	00080132
GRAYBAR ELECTRIC COMP	V6401918	4320	615.59	615.59	00080133
GREATER ANAHEIM SELPA	V6401927	7211	78,143.00	78,143.00	00080134
GUNTERS ATHLETIC SER	V6401962	4310	959.72	8,091.80	00080135
		5630	7,132.08		
HOME DEPOT	V6405234	4347	23.90	23.90	00080136
MEDCO SPORTS MEDICINE	V6405872	4320	1,471.23	2,607.80	00080137
		9205	1,136.57		
NEW HORIZONS COMPUTER	V6403345	5210	1,920.00	1,920.00	00080138
A U S D FOOD SERVICE	V6400023	4390	491.54	491.54	00080139
ACOUSTICAL MATERIAL S	V6400070	4355	45.24	45.24	00080140
ANAHEIM DISPOSAL	V6400256	5580	4,402.24	4,402.24	00080141
ARAMARK UNIFORM SERVI	V6407528	4320	42.43	42.43	00080142
AT AND T	V6400374	5918	13,898.57	13,898.57	00080143
*** VOID CONTINUE ***	VOID.CONTINU		0.00	0.00	00080144
*** VOID CONTINUE ***	VOID.CONTINU		0.00	0.00	00080145
AT AND T MCI	V6406157	5918	16,970.83	16,970.83	00080146
AUTISM PARTNERSHIP	V6409305	5860	3,866.00	3,866.00	00080147
B AND M LAWN AND GARD	V6400423	4347	378.03	378.03	00080148
CAL STATE FULLERTON	V6400675	5805	4,157.84	4,157.84	00080149
CALIFORNIA WOODWORKIN	V6400725	4355	65.25	65.25	00080150
CALLOWAY HOUSE INC.	V6400728	4310	69.94	69.94	00080151

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
CAMERON WELDING SUPPL	V6400741	4355	24.40	73.20	00080152
		5610	48.80		
CARRIER SALES AND DIS	V6409402	4347	481.65	481.65	00080153
CISI	V6400949	5210	80.00	80.00	00080154
CITY OF ANAHEIM	V6400957	5580	655.26	655.26	00080155
COMPANION CORPORATION	V6406954	4315	3,130.50	3,130.50	00080156
DEVEREUX TEXAS TREATM	V6401339	5860	10,569.46	10,569.46	00080157
DUNN EDWARDS PAINTS	V6401448	4355	27.03	27.03	00080158
GAIL MATERIALS	V6401793	4347	935.23	935.23	00080159
GANAHL LUMBER CO	V6401804	4355	24.08	24.08	00080160
GOV CONNECTION	V6406748	4410	2,022.76	2,022.76	00080161
GRAINGER	V6404982	4355	626.25	626.25	00080162
GUNTHERS ATHLETIC SER	V6401962	5630	15,135.16	15,135.16	00080163
HARARI, JOEL	V6409890	5220	59.95	59.95	00080164
HOME DEPOT	V6405234	4347	30.38	73.81	00080165
		4355	43.43		
J.W. PEPPER AND SON I	V6402214	4310	138.19	138.19	00080166
JEYCO PRODUCTS INC	V6402332	9320	65.38	65.38	00080167
KNOWLEDGE POINTS	V6409875	5805	906.50	906.50	00080168
LEE WAYNE CORPORATION	V6409756	4320	1,439.67	1,439.67	00080169
MAGNATAG PRODUCTS	V6402919	4320	225.47	225.47	00080170
PATTON SALES CORP.	V6403579	4310	373.36	373.36	00080171
PITNEY BOWES	V6403677	5620	3,804.00	3,804.00	00080172



FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
=====	=====	=====	=====	=====	=====
POOL SUPPLY OF ORANGE	V6403700	4347	684.23	684.23	00080173
RALPHS GROCERY CO	V6403828	4310	45.35	45.35	00080174
REFRIGERATION SUPPLIE	V6403873	4347	2,171.39	2,171.39	00080175
SEHI COMPUTER PRODUCT	V6404221	4320	145.88	145.88	00080176
SUPERIOR PRODUCTS	V6404536	4310	23.15	23.15	00080177
TRI CITIES REFRIGERAT	V6406964	5610	141.05	141.05	00080178
TURNIP ROSE	V6408339	4390	1,684.00	1,684.00	00080179
WALTERS WHOLESALE	V6409053	4355	35.86	35.86	00080180
				*** CHECK GAP ***	
ABE'S PLUMBING	V6406307	5610	1,110.00	1,110.00	00080185
ALBERTSON'S	V6400138	4310	9.46	9.46	00080186
ALT REV CASH FUND	V6405194	4310	98.63	402.09	00080187
		4320	168.57		
		5910	134.89		
ALT REV CASH FUND	V6405195	4310	466.43	1,058.91	00080188
		4316	26.83		
		4318	57.74		
		4319	56.79		
		4320	10.00		
		4332	63.55		
		4333	162.19		
		4334	17.13		
		4336	77.14		
		4339	121.11		
ALT REV CASH FUND	V6405196	4310	231.00	238.10	00080189
		5910	7.10		
ALT REV CASH FUND	V6405197	4310	285.38	973.15	00080190
		5880	687.77		
ALT REV CASH FUND	V6405197	4310	484.92	484.92	00080191

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
ALT REV CASH FUND	V6405198	4320	133.09	157.14	00080192
		5910	24.05		
ALT REV CASH FUND	V6405198	4310	1,090.87	1,225.63	00080193
		4320	2.34		
		4347	109.42		
		5910	23.00		
ALTERNATIVE REVOLVING	V6400190	4310	144.28	315.76	00080194
		4320	149.96		
		4347	21.52		
ANAHEIM DISPOSAL	V6400256	5580	47.77	47.77	00080195
ANAHEIM FREE METHODIS	V6410048	8699	100.00	100.00	00080196
AT AND T MCI	V6406157	5918	47.45	47.45	00080197
B AND M LAWN AND GARD	V6400423	4347	170.22	170.22	00080198
BRADLEY COMPANY, E. B	V6401456	4355	18.64	18.64	00080199
CAL STATE FULLERTON	V6400675	5805	902.15	902.15	00080200
CARRIER SALES AND DIS	V6409402	4347	369.66	369.66	00080201
CITY OF ANAHEIM	V6400957	5520	1,136.90	7,486.64	00080202
		5530	2,514.81		
		5580	3,834.93		
CLARK SECURITY PRODUC	V6400966	4355	812.37	812.37	00080203
COCO PRINTING AND GRA	V6410045	5810	1,063.58	1,063.58	00080204
COMPUTER GEEKS, THE	V6408823	4320	222.75	222.75	00080205
CORPORATE EXPRESS	V6401104	4310	409.25	6,948.41	00080206
		4320	260.62		
		9320	6,278.54		
CRESCENT CORP. CENTER	V6407486	5810	1,658.43	1,658.43	00080207
CRYSTAL GLASS AND MIR	V6401153	4355	161.59	161.59	00080208

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
CTS APPLIANCE	V6401183	4410	1,411.58	1,411.58	00080209
DHK PLUMBING AND PIP	V6409955	5610	14,906.02	14,906.02	00080210
E. G. AIRE HEATING AND	V6409954	6490	16,145.00	16,145.00	00080211
GUNTHERS ATHLETIC SER	V6401962	4310	1,226.36	2,328.49	00080212
		4410	1,102.13		
IMPERIAL PRODUCTS INC	V6402137	4355	602.65	602.65	00080213
J. W. PEPPER AND SON I	V6402214	4310	126.02	126.02	00080214
KNOWLEDGE POINTS	V6409875	5805	266.50	266.50	00080215
LATHAM TIME CORP	V6409858	4355	1,511.42	1,511.42	00080216
MC FADDEN DALE HARDWA	V6403056	4347	82.60	315.71	00080217
		4355	233.11		
MEDCO SPORTS MEDICINE	V6405872	4320	1,537.37	1,537.37	00080218
MONTGOMERY HARDWARE C	V6405624	4355	85.91	85.91	00080219
NASCO MODESTO	V6403253	4310	50.46	50.46	00080220
NATIONWIDE PAPERS	V6403312	4320	169.98	169.98	00080221
NEW HAVEN YOUTH AND F	V6407247	5860	6,824.41	6,824.41	00080222
OC LAND MGMT SERVICE	V6405473	4347	944.88	944.88	00080223
OXFORD UNIVERSITY PRE	V6403487	4210	536.71	536.71	00080224
PACIFIC TURF EQUIPMEN	V6403502	4347	415.90	415.90	00080225
POOL SUPPLY OF ORANGE	V6403700	4347	767.35	767.35	00080226
REFRIGERATION SUPPLIE	V6403873	4347	74.87	74.87	00080227
SCHOOL SPECIALTY INC	V6404173	4310	85.22	210.69	00080228
		9320	125.47		
SCHOOLMASTERS	V6404176	4310	158.31	158.31	00080229

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
SEHI COMPUTER PRODUCT	V6404221	4310	1,177.81	2,368.60	00080230
		4410	1,190.79		
SOUTHERN COUNTIES OIL	V6404378	4382	24,868.05	24,868.05	00080231
SUPERIOR PRODUCTS	V6404536	4310	196.48	196.48	00080232
ULINE	V6406546	4320	624.71	624.71	00080233
US AIR CONDITIONING D	V6404317	4347	45.34	45.34	00080234
VERNON SANITATION SUP	V6404922	9320	156.60	156.60	00080235
WARD'S NATURAL SCIENC	V6404999	4310	35.95	35.95	00080236
WRAGG, BARBARA	V6400447	5220	19.80	19.80	00080237
XEROX	V6405124	5620	6,974.10	6,974.10	00080238
*** CHECK GAP ***					
A 1 FENCE COMPANY	V6408537	4355	206.62	206.62	00080242
AAA ELECTRIC MOTOR SA	V6400033	4347	904.74	904.74	00080243
ACORN MEDIA	V6400068	4210	410.29	9,166.79	00080244
		4310	29.36		
		4320	244.64		
		5880	8,482.50		
ACOUSTICAL MATERIAL S	V6400070	4355	197.95	197.95	00080245
ADI	V6400095	4355	169.61	169.61	00080246
AMERICA SHREDDING	V6409570	5810	427.50	427.50	00080247
ANAHEIM HIGH SCHOOL	V6400260	5810	3,774.00	3,774.00	00080248
ANAHEIM KUMON CENTER	V6407160	5805	2,386.08	2,386.08	00080249
BAKERS PLAYS	V6400430	4310	82.04	82.04	00080250
BEE BUSTERS	V6400472	5610	250.00	250.00	00080251

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
BSN SPORTS	V6400615	4310	2,053.85	2,053.85	00080252
CALIFORNIA COMMERCIAL	V6400682	4355	143.23	143.23	00080253
CARTMAN INC. THE	V6404668	5610	776.83	776.83	00080254
CHANEY CLEANERS	V6400862	5560	370.00	370.00	00080255
CITY OF ANAHEIM	V6400957	5520	69,954.49	103,618.41	00080256
		5530	21,055.34		
		5580	12,608.58		
CLUB Z	V6409418	5805	5,818.10	5,818.10	00080257
COMMUNICATIONS CENTER	V6401037	5610	303.13	303.13	00080258
CONSOLIDATED ELECTRIC	V6407431	4355	43.44	43.44	00080259
CORPORATE EXPRESS	V6401104	4320	83.75	740.63	00080260
		9320	656.88		
FEDERAL EXPRESS	V6401675	5910	801.92	801.92	00080261
GCR TIRE CENTERS	V6409136	4386	714.56	714.56	00080262
GOLDEN WEST MEDICAL C	V6401892	5810	662.00	662.00	00080263
GOODWILL IND. OF O.C.	V6400379	5810	130.00	130.00	00080264
GRAYBAR ELECTRIC COMP	V6401918	4355	137.21	137.21	00080265
GREATER ANAHEIM SELPA	V6401927	5805	18,739.78	18,739.78	00080266
HOME DEPOT	V6405234	4355	21.71	21.71	00080267
HOWARD INDUSTRIES	V6402088	4347	332.78	332.78	00080268
HP DIRECT	V6408671	4310	158.78	1,127.87	00080269
		4410	969.09		
IPARADIGMS	V6405779	5880	3,910.00	3,910.00	00080270
JOSTENS	V6402437	4320	2,043.17	2,043.17	00080271

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
MC FADDEN DALE HARDWA	V6403056	4347	271.43	271.43	00080272
OCE USA INC	V6403413	5610	251.90	251.90	00080273
ORANGE COUNTY CIRCUIT	V6409403	4355	34.80	34.80	00080274
PROFESSIONAL TUTORS O	V6407161	5805	14,885.00	14,885.00	00080275
PURCHASE POWER	V6406383	5910	71.12	71.12	00080276
REGENTS OF THE UNIV.	V6404685	5805	12,320.00	12,320.00	00080277
SAFETY KLEEN	V6404072	5610	243.72	243.72	00080278
SEHI COMPUTER PRODUCT	V6404221	4310 4410	2,253.60 531.79	2,785.39	00080279
SMART AND FINAL IRIS	V6404306	4390	64.28	64.28	00080280
TOTAL EDUCATION SOLUT	V6409871	5805	291.50	291.50	00080281
UNITED PARCEL SERVICE	V6408429	5910	80.00	80.00	00080282
YAMAHA GOLF CARS OF C	V6405131	5610	90.00	90.00	00080283

TOTAL FOR FUND: 0101 GENERAL FUND 4,508,846.42

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
		Object Total			
		=====			
		3701	2,120.40		
		4210	16,656.33		
		4299	14.07		
		4310	83,186.18		
		4312	164.27		
		4315	3,130.50		
		4316	26.83		
		4318	57.74		
		4319	119.78		
		4320	41,818.24		
		4321	56.61		
		4332	63.55		
		4333	162.19		
		4334	17.13		
		4336	77.14		
		4339	121.11		
		4347	32,300.13		
		4355	41,262.31		
		4370	10,057.30		
		4375	1,260.33		
		4376	7,664.85		
		4381	30,572.47		
		4382	24,868.05		
		4384	649.27		
		4385	4,028.18		
		4386	6,292.61		
		4387	800.94		
		4388	384.19		
		4390	7,176.58		
		4410	52,645.29		
		5210	52,640.74		
		5220	1,655.64		
		5454	30,111.69		
		5510	29,050.76		
		5520	223,532.11		
		5530	53,559.89		
		5560	370.00		
		5580	41,642.11		
		5610	148,269.07		
		5620	44,981.97		
		5630	22,267.24		
		5805	325,922.89		

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
	5810		45,461.51		
	5812		75.00		
	5820		6,500.00		
	5821		6,193.91		
	5860		119,347.03		
	5870		26,362.53		
	5880		59,744.68		
	5910		5,040.73		
	5918		66,807.95		
	6485		186.21		
	6490		21,898.95		
	7141		144,347.56		
	7211		2,435,435.00		
	7221		145,103.96		
	8699		800.00		
	9205		1,205.19		
	9320		82,577.53		
TOTAL FOR FUND: 0101 GENERAL FUND			4,508,846.42		

Total Number Of Checks Printed: 663  
 Number Of Void Checks Printed: 7  
 Number Of Actual Checks Printed: 656



FUND: 1111 ADULT EDUCATION

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
AT AND T MCI	V6406157	5918	292.46	292.46	00079587
*** CHECK GAP ***					
TECHNICAL DUPLICATOR	V6404628	5620	581.99	581.99	00079632
*** CHECK GAP ***					
CORPORATE EXPRESS	V6401104	4320	127.24	127.24	00079679
TECHNICAL DUPLICATOR	V6404628	5610	380.97	380.97	00079680
*** CHECK GAP ***					
ALT REV CASH FUND	V6405196	5910	65.21	65.21	00079774
*** CHECK GAP ***					
VERIZON WIRELESS	V6404918	5918	117.26	117.26	00079819
*** CHECK GAP ***					
AT AND T MCI	V6406157	5918	283.13	283.13	00080181
*** CHECK GAP ***					
JOSTENS	V6402437	4310	582.90	582.90	00080284

TOTAL FOR FUND: 1111 ADULT EDUCATION 2,431.16

Object	Object Total
4320	127.24
4310	582.90
5610	380.97
5620	581.99
5910	65.21
5918	692.85
TOTAL FOR FUND: 1111 ADULT EDUCATION	2,431.16

FUND: 1111 ADULT EDUCATION

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
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Total Number Of Checks Printed:	8
Number Of Void Checks Printed:	0
Number Of Actual Checks Printed:	8

ANAHEIM UHSD 05/27/09 Vendor Check Register  
 WED, MAY 27, 2009, 7:55 AM --req: KORR-----leg: 64 ---loc: 64FISCAL--job: 9896504 #J1331--prog: CK517 <1.01>--report id: CKRECSOC

FUND: 1414 DEFERRED MAINT

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
USA SHADE AND FABRIC	V6409864	5610	11,227.92	11,227.92	00079588
				*** CHECK GAP ***	
HARDY AND HARPER INC	V6408628	5610	34,270.14	34,270.14	00079633
				*** CHECK GAP ***	
THOMAS M. MEZA COMPAN	V6409916	5610	15,805.00	15,805.00	00079933
				*** CHECK GAP ***	
CASE AND SONS CONSTRU	V6400796	5610	39,590.10	39,590.10	00080239

TOTAL FOR FUND: 1414 DEFERRED MAINT 100,893.16

Object	Object Total
5610	100,893.16
TOTAL FOR FUND: 1414 DEFERRED MAINT	100,893.16

Total Number Of Checks Printed: 4  
 Number Of Void Checks Printed: 0  
 Number Of Actual Checks Printed: 4

FUND: 2121 GO BOND 2002A

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
AT AND T MCI	V6406157	5918	69.53	69.53	00079589
CONSTRUCTION CONTROLS	V6407887	6272	218,276.52	218,276.52	00079590
*** CHECK GAP ***					
VAN ELK LTD	V6409979	6274	14,824.80	14,824.80	00079729
*** CHECK GAP ***					
BUDLONG AND ASSOCIATE	V6409794	6212	11,754.00	11,754.00	00079775
*** CHECK GAP ***					
MOBILE MODULAR MANAGE	V6403170	6276	3,684.53	3,684.53	00079873
*** CHECK GAP ***					
ACCESS SECURITY CONTR	V6409958	6274	940.00	940.00	00079982
GIANNELLI ELECTRIC IN	V6401857	6274 6276	288.00 1,010.00	1,298.00	00079983
ORANGE COUNTY REGISTE	V6403461	5880	7,051.68	7,051.68	00079984
U S BANK NATIONAL AS	V6406908	5810	825.00	825.00	00079985
WESTBERG AND WHITE IN	V6405226	6520	1,505.05	1,505.05	00079986
*** CHECK GAP ***					
BEN'S ASPHALT AND MAI	V6406381	6122	12,885.00	12,885.00	00080046
*** CHECK GAP ***					
AT AND T MCI	V6406157	5918	69.90	69.90	00080182
J AND A FENCE	V6409989	6126	15,500.00	15,500.00	00080183
*** CHECK GAP ***					
COUTS HEATING AND COO	V6409978	6270	14,650.00	14,650.00	00080240

FUND: 2121 GO BOND 2002A

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
=====					
TOTAL FOR FUND: 2121 GO BOND 2002A 303,334.01					
		Object	Object Total		
		=====	=====		
		5810	825.00		
		5880	7,051.68		
		5918	139.43		
		6122	12,885.00		
		6126	15,500.00		
		6212	11,754.00		
		6270	14,650.00		
		6272	218,276.52		
		6274	16,052.80		
		6276	4,694.53		
		6520	1,505.05		

TOTAL FOR FUND: 2121 GO BOND 2002A 303,334.01

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 #
MOBILE MODULAR MANAGE	V6403170	6221	3,292.50	3,292.50	00079874
*** CHECK GAP ***					
A THRONE CO INC	V6407493	6221	1,475.81	1,475.81	00079987
*** CHECK GAP ***					
CLASS LEASING INC	V6400967	5620	30,103.68	30,103.68	00080241

TOTAL FOR FUND: 2525 CAPITAL FAC 34,871.99

Object	Object Total
5620	30,103.68
6221	4,768.31

TOTAL FOR FUND: 2525 CAPITAL FAC 34,871.99

Total Number Of Checks Printed: 3  
 Number Of Void Checks Printed: 0  
 Number Of Actual Checks Printed: 3

ANAHEIM UHSD 05/27/09 Vendor Check Register  
 WED, MAY 27, 2009, 7:55 AM --req: KORR-----leg: 64 ---loc: 64FISCAL--job: 9896504 #J1331--prog: CK517 <1.01>--report id: CKRECSOC

FUND: 6768 INS-WCI

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
GOLDEN WEST MEDICAL C	V6401892	5890	275.47	275.47	00079875
OCCUPATIONAL HEALTH C	V6406429	5890	68.62	68.62	00079876
AUHSD	V6400400	5890	2,928.47	2,928.47	00080184

TOTAL FOR FUND: 6768 INS-WCI 3,272.56

Object Object Total  
 =====  
 5890 3,272.56

TOTAL FOR FUND: 6768 INS-WCI 3,272.56

Total Number Of Checks Printed: 3  
 Number Of Void Checks Printed: 0  
 Number Of Actual Checks Printed: 3

FUND: 6769 INS - H&W

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
AMERICAN FIDELITY ASS	V6408036	5450	10,542.43	10,542.43	00079634
METLIFE	V6408692	5462	22,948.98	22,948.98	00079635
MHN SERVICES	V6406987	5463	29,455.88	29,455.88	00079636
*** CHECK GAP ***					
AUHS	V6400400	5891 5895	891,537.46 276,224.47	1,167,761.93	00079776
*** CHECK GAP ***					
ANTHEM BLUE CROSS	V6409810	5461	969,747.55	969,747.55	00079820
CALIFORNIA SCHOOLS DE	V6405368	5892	210,000.00	210,000.00	00079821
PINNACLE CLAIMS MANAG	V6409946	5812	113,788.07	113,788.07	00079822
VISION SERVICE PLAN	V6404956	5464	38,205.15	38,205.15	00079823
*** CHECK GAP ***					
DELTA CARE USA	V6405542	5461	12,054.54	12,054.54	00079923
*** CHECK GAP ***					
AUHS	V6400400	5891 5895	408,890.31 494,888.18	903,778.49	00079988
*** CHECK GAP ***					
MHN SERVICES	V6406987	5463	29,486.20	29,486.20	00080127

TOTAL FOR FUND: 6769 INS - H&W 3,507,769.22



FUND: 6769 INS - H&W

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
		Object	Object Total		
		5450	10,542.43		
		5461	981,802.09		
		5462	22,948.98		
		5463	58,942.08		
		5464	38,205.15		
		5812	113,788.07		
		5891	1,300,427.77		
		5892	210,000.00		
		5895	771,112.65		
TOTAL FOR FUND: 6769 INS - H&W			3,507,769.22		

Total Number of Checks Printed: 11  
 Number of Void Checks Printed: 0  
 Number of Actual Checks Printed: 11

Human Resources Division, Certificated Personnel

Board of Trustees  
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1. **Resignations, effective as noted:**

Bandaruk, Sheila, Brookhurst, 6/17/09, Retirement

Butterfield, Ronald, Western, 6/17/09, Retirement

Freeman, Jeffrey, Cypress, 6/17/09, Retirement

Miller, Karen, Regional Administrator, GASELPA, 7/1/09, Retirement

Patsel, Anne, Anaheim, 6/17/09, Retirement

Schwartz, Billie, BTSA/Induction Office, 6/17/09, Retirement

2. **Leaves of Absence:**

Chavez, Sylvia, tragedy personal necessity leave, with pay and with health benefits from 04/27/09, through the end of the working day on 05/13/09.

Gawronski, Michelle, for child care, without pay and without health benefits from 08/27/09, through the end of the working day on 06/17/10.

Halankar, Nilesh, revise leave of absence as follows: without pay and with health benefits from 05/01/09, through the end of the working day on 05/08/09.

3. **Employment:**

A. Day-to-Day Substitute Counselor, effective as noted:

Feher, Christine	5/8/09
Gonzalez, Claudia	4/27/09

B. Day-to-Day Substitute Teacher, effective as noted:

Gonzalez, Claudia	4/27/09
Sam, Boris	5/8/09

C. Temporary Contract JR.OTC Teachers, granted one-year contract for 2009/10 with pay per military contract:

Abuan, Manuel	Mabry, Robert
Breslow, Marc	Miller, Bobby
Guillermo, Edison	Purkins, Charles III
Knight, John	Shaw, Walter Jr..
Linden, Gregory	Toscano, Richard

D. Beginning Teacher Support and Assessment (BTSA)/Induction Specialists, on an if and as needed basis, to the following individuals to coordinate training and various phases of program evaluation, oversee induction

**Human Resources Division, Certificated Personnel**

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participant credentialing, Peer Assistance Review (PAR), substitute training, and student teacher placement, effective 7/1/09 through 6/30/10. (BTSA Funds)

Esping, Linda \$3,058/month, not to exceed \$30,580  
Schwartz, Billie \$3,058/month, not to exceed \$30,580

- E. Summer School Teachers, eligible to teach on an if and as needed basis, to be paid \$125 per day for day-to-day substitute teaching, effective 6/22/09:

Abella, John	Campbell, Elizabeth
Aldeen, Jill	Carbajal, Jaime
Allemann, Kristin	Carrillo, Joaquin
Allen, Ashley	Carson, Gerald
Allicotti, James	Case, Franklin
Armstrong, Bruce	Casino, Ronald
Aultman, Jeffrey Jr.	Castles, Kathryn
Axworthy, Ronald	Chakerian, Mark
Ballou, Cecily	Chapman, Deborah
Barlund, Maxine	Chorbagian, Craig
Barrera, Miguel	Coelho, Michelle
Barrios, Ezequiel	Contreras, James
Bashar, Tahmina	Contreras, Raul
Batinga, Cherie	Cook, Daniel
Bawden, Amy	Cook, Hazel
Bayouk, Steve	Cordova, Vickey
Beccia, Donna	Corradino, Anthony
Benner, Steven	Craig, Edward
Best, Wyndie	Crawford, Kathleen
Bird, Chris	Crook, Freida
Bird, Ryan	Crooks, Jeffrey
Blevins, Suzanne	Crosby, Donald
Boehmer, Melissa	Cröse, Sandra
Bottorff, Dorothy	Cross, John
Boveia, Scott	Cruz, Denise
Boyes, Ryan	Cunningham, Ronald
Brandon, Douglas Jr.	Currier, Kelli
Bravo, Alexandra	Day, Richard
Bream, Bert	Dean, John
Brooks, Michael	Defrancesco, Eric
Brown, Sharon	Delao Lisa
Buena, Kenneth	Dessecker, Mary
Burkhardt, Gary	Dettmer, Dennis
Buss, Michael	De Vito, Joseph
Byers, Sharon	Diaz, Mario
Cabral, Christina	Douglas, John
Cabrera, Xavier	Doyle, Matthew
Caddick, Lois	Drent, Gerrit
Calderon, Robert Jr.	Ellis, Mark
Calvillo, Perla	Encheff, Toni

## Human Resources Division, Certificated Personnel

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June 4, 2009

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Enriquez, Henry	Highfill, George
Enterline, Christine	Hoag, Jeri
Esping, Alden	Hoffman, Maria
Esping, Linda	Hoffman, Nancy
Espinosa, Roland	Holland, Christine
Estioco, Christine	Holst, Jennifer
Feher, Christine	Holt, Matilde
Fermelia, Lucia	Hoppenstedt, Arnold
Ferrin, Gloria	Hovorka, Joseph
Figuroa, Ernesto	Howser, Richard II
Figurate, Marie	Hsu, Jeffery
Flattum, Carrie	Huang, Pao-Lung
Fournet, Paul III	Hughes, Dale
Frank, Donald Jr.	Hutcheson, Ann
Franzen, Cindy	Hyatt, Christopher
Fraser, Joseph	Iglesias, Lorena
French, Shawn	Ignas, Holly
Frese, Henry	Iskander, Maria
Fry, Arthur	Jaramillo, Samuel
Gabler, Anthony	Jauregui, Luis
Gaitan, Omar	Jazan, Alejandro
Galipeau, Steven	Jensen, Neil
Garcia, Andrea	Johnson, Calvin
Garcia, Belen	Johnson, Kris
Garcia, Consuelo	Johnson, Randy
Garcia, Gabriel	Johnson, Wilbert
Garcia, Jose Jr.	Johnston, Scott
Garcia-Llanos, Rafael	Jones, Douglas
Garrett, Ryan	Kavanaugh, Delaine
Gentilini, Susan	Kiel, Patricia
Gibbons, Jonnette	Kill, Jerry
Gilfillan, William	Kint, Bradley
Giotta, Maryjean	Kirby, Milissa
Glasgow, J. Richard	Kistler, Courtney
Gleason, Michael	Kliem, Eric
Glenn, Mark	Kline, Daniel
Gonzales, Sarah	Klingsporn, Heather
Gonzales, Lupe Jr.	Klinkhammer, Lawrence
Gonzalez, Diana	Kominek, Rudolph Jr.
Goodwin-Noriega, Eva	Kondrath, Daniel
Gould, Christopher	Kuka, Lindsey
Gragnano, Sharon	Lacher, John
Green, Jay	Le, Duc Michael
Guest, Shonnon	Le, Hoai Viet
Gust, Danielle	Le, Tammy
Hahn, Ronald	Lee, Gerald
Halfmann, Melisa	Lee, Yae
Hall, Dennis	Likens, Robert
Hansen, Eric	Lind, Shirley
Hart, Daniel	Lindner, William
Herron, Wendy	Little, Lawrence

**Human Resources Division, Certificated Personnel**

Board of Trustees  
June 4, 2009

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Lloyd, Robert	Potts, Donald
Mac Arthur, Douglas	Powell, Linh
Macklis, Joshua	Powers, Jonathan
Maniscalco, Kimberly	Pratt, William
Manneh, Elaine	Ragusa, Mary
Marazzo, Carl	Ramirez, Guadalupe
Marks, Jessica	Ratliff, Ashley
Martin, Daniel	Rawitz, Nancy
Martinez, Christina	Reams, Roy
Matthews, Jennifer	Reese, David
Mayfield-Cobb, Tonya	Reid, Donald
Mazza-Houston, Carolyn	Reza, Javier
Mc Bride, Shirley	Rezkalla, Sameh
Mc Carthy, John	Riley, Arline
Mc Gee, Marian	Rivera, Susan
Meister, Joyce	Robb, Wendy
Melchor, Jose	Robinson, Ivy
Miller, James	Rochweg, Maxine
Miller, Stephanie	Rodgers, Tom
Miner, Thomas	Rodriguez, Gloria
Moore, Judith	Rolleg, Sean
Moraga, Julia	Rondeau, Monica
Moreno, Carlos	Roper-Deyo, Caroline
Morris, Ryan	Rueter, Ryan
Munsey, Douglas	Ruiz, Andrea
Nakawatase-Rivas, Misichiko	Ruiz, Sara
Nakayama, Robert	Saatjian, Stephen
Napier, Chad	Sage, Sharon
Negrete, Robert	Santner, Richard
Nguyen, Ut	Sava, Inna
Norton, Thomas	Savage, Patricia
Oatman, Jacqueline	Schaefer, Barbara
Olivas, Chante	Scheffler, Louis
Olsen, Robert	Schroeder, Jacquelyn
O'Malley, Kimberly	Senglaub, Lauerence
Orellano, John	Severson, Pamela
Outhier, Kahale'ea	Shafiyoon, James
Park, Samuel	Shakolas, Andria
Paterson, Mandy	Sheeler, Mary
Perez, Jeanette	Shelton, Bryan
Peterman, George	Shue, Sydney
Peterson, Douglas	Siemers, Paul
Petrella, Michael	Siggson, Kristle
Petrilla, Charles	Silberman, Marc
Pflug, April	Smith, Bill
Phillips, Faye	Smith, Jacob
Pineda-Garcia, Juvenal	Smith, John
Pitassi, Staci	Soo, Dustin
Poggio, Randy	Sorensen, Debra
Popovich, Allison	Sorensen, James
Possemato, Adam	Soto, Cecilia

**Human Resources Division, Certificated Personnel**

Board of Trustees  
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Soto-Perez, Adriana  
Speaker, Myron  
Spinner, Lawrence  
Stear, Clinton  
Stevenson, Shaun  
Sultan, Seth  
Surma, Evelyn  
Sypkens, Carolyn  
Taft, Christopher  
Tatum, Timothy  
Tedrahn, Steven  
Terry, Steven Jr.  
Thibault, Joseph  
Thimgan, Francilla  
Thomas, Rex  
Torkelson, Anita  
Torres, Carolyn  
Tran, Hoa  
Traub, Julie  
Traw, Marianne  
Trinh, Alice  
Trujillo, Elizabeth  
Truong, Derek  
Tufnell, Karen  
Udell, Robyn  
Unan, George  
Unland, Harold  
Valdez, Maria  
Valle, Lilibeth  
Vanaman, Gerry

Van Hoven, Jessica  
Van Smaalen, Steven  
Vazquez, Gilberto  
Villarreal, Ana  
Walker, Rob  
Watkins, Dana  
Watson, Arthur  
Weed, Pamela  
Weinmann, Carol  
Welsh, Marianne  
Wetherbee, Amy  
Wetteland, Kerry  
White, Howard  
Wilbur, Scott  
Wilkins, Robert  
Williams, David  
Williams, Lorraine  
Williams, Sequanna  
Winant, Sarah  
Wolf, Miriam  
Wonderlick, Amanda  
Wuh, Jow-Ching  
Yan, Lani  
Yancey, Brandon  
You, Alicia  
Yue, Amy  
Zanercik, David  
Zanercik, Susan  
Zavala, Janice  
Zwickl, Wesley

**5. Extra Service Compensation, effective as noted:**

Peer Coach Stipend, for the District Intern Program for the Education Specialist Credential, between OCDE and AUHSD, to the following individual: (BTSA Funds)

Hagan, Elizabeth	2007-08	\$1,500
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Human Resources Division, Classified Personnel

Board of Trustees  
June 4, 2009

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**1. Retirement/Resignation, effective as noted:**

Barajas, Claudia, Food Services Assistant I, Elementary Food Services, resignation, 5/19/09

Seti, Siave, Instructional Assistant-Special Education, Western High School, resignation, 6/12/09

Victoria, Katia, Instructional Assistant-Special Education, Ball Junior High School, resignation, 5/8/09

**2. Leave of Absence:**

Dinh, Tuoi, for serious illness within the immediate family, without pay and without health benefits from 05/29/09, through the end of the working day on 06/16/09

Duran, Laura, revise leave of absence as follows: without pay and without health benefits from 02/02/09, through the end of the working day on 06/17/09

Vargas, Carlos, for educational improvement, without pay and without health benefits from 08/31/09, through the end of the working day on 06/16/10

**3. Employment, effective as noted:**Range/StepEffective

Ornelas, Jose  
Sub Campus Aide

41/01

5/11/09

Additional Clerical Support Staff for the 2009-2010 school year at Cypress High School, not to exceed \$7,000. (paid by Cypress High School Athletic Booster)

**4. Employment for Summer School/Summer Assignment:**Campus Safety Aide

Baltazar, Alexis	Savanna
Ellens, Clifton	Cypress
Ibarra, Erika	Kennedy at Walker
Johnson, Kathy	Cypress
Jones, Deborah	Cypress
Jones, Erland	Loara
Mulleady, Rosa	Loara
Ontiveros, Cynthia	Loara
Ramirez, Armando	Savanna
Reed, Steven	Kennedy at Walker
Rodriguez, Priscilla	Savanna
Romeros, Trina	Savanna
Soto, Benjamin	Cypress
Westphal, Andrew	Kennedy at Walker
Wheat, David	Loara

Office Assistant

Aska, Annette	Loara
Gutierrez, Elvia	Savanna
Ollero, Jacqueline	Kennedy at Walker
Rosales, Patricia	Cypress

**Human Resources Division, Classified Personnel**

Board of Trustees  
June 4, 2009

Page 2 of 2

**Senior Administrative Assistant**

Bartosh, Patricia  
Holden, Yolanda  
Kretz, Cory  
Villagrana, Maria

Cypress  
Savanna  
Kennedy at Walker  
Loara

**5. Student Worker, \$8.00 hr.:**

Rodriguez, Frederick

**6. WorkAbility Student, current minimum wage or stipend of \$256 effective as noted:  
(Workability Grant Funds)**

**Effective**

Abernathy, Darrelle  
Rodriguez, Jeremy James

4/01/09  
4/10/09



**ANAHEIM UNION HIGH SCHOOL DISTRICT  
ASB ENDING BALANCES  
FEBRUARY 2009**

<b>Site #</b>	<b>School Name</b>	<b>Beginning Check Number</b>	<b>Ending Check Number</b>	<b>Ending Balance</b>
20	Anaheim	11769	11873	300,013.52
21	Western	7248	7403	240,559.60
22	Magnolia	7386	7532	154,124.25
23	Savanna	7408	7522	49,489.62
24	Loara	8626	8797	309,748.61
25	Katella	9055	9224	82,506.15
26/68	Gilbert	1367	1370	42,848.92
27	Kennedy	8248	8361	408,150.39
28	Cypress	9172	9339	556,356.61
31	Brookhurst	2119	2128	48,976.49
32	Orangeview	1955	1958	34,003.02
34	Walker	2455	2478	121,163.01
35	Dale	2866	2887	132,358.29
37	Sycamore	1876	1884	34,743.75
38	Ball	2051	2061	90,014.60
40	South	2477	2505	91,666.86
42	Oxford	7456	7581	435,667.12
44	Lexington	1996	2005	58,185.43
47	Hope	1492	1505	69,260.47
<b>Total School Balances</b>				<b>3,259,836.71</b>
<b>Balance Per Bank of America</b>				<b>3,259,836.71</b>
<b>Difference</b>				<b>-</b>

**ANAHEIM UNION HIGH SCHOOL DISTRICT**

**CAFETERIA FUND**

**FINANCIAL STATEMENTS**

**MARCH 2009**

**Balance Sheet**  
**Anaheim School Dist/Food Services**  
**3/31/2009**

<b>Asset</b>	<b>Assets</b>	
<b>CASH</b>		
9120	Cash-Checking	\$4,904,236.13
9122	Change Fund	\$14,801.00
9123	Petty Cash	\$50.00
<b>Total CASH</b>		<b>\$4,919,087.13</b>
<b>RECEIVABLE</b>		
9210	A/R - Current	\$101,339.23
9280	A/R - State	\$174,466.41
9290	A/R - Federal	\$1,780,423.07
<b>Total RECEIVABLE</b>		<b>\$2,056,228.71</b>
<b>INVENTORIES</b>		
9321	Warehouse Food	\$31,915.22
9322	Warehouse Commodity	\$3,932.00
9323	Warehouse Supplies	\$27,476.91
9326	School Food	\$56,970.79
9327	School Commodity	\$1,651.00
9328	School Supplies	\$10,765.57
<b>Total INVENTORIES</b>		<b>\$132,711.49</b>
<b>Total Asset</b>		<b>\$7,108,027.33</b>
<b>Liability</b>		
<b>Liabilities and Fund Balance</b>		
<b>LIABILITIES</b>		
9510	A/P - Current	\$2,365,525.23
9530	A/P - Accrued. Vacation	\$87,003.00
9580	Sales Tax Liability	\$11,980.56
9650	Deferred Revenue	\$25,185.87
9780	Reserve/Central Kitchen	\$3,000,000.00
<b>Total LIABILITIES</b>		<b>\$5,489,694.66</b>
<b>Total Liability</b>		<b>\$5,489,694.66</b>
<b>Fund Balance</b>		
<b>FUND BALANCE</b>		
9798	Fund Balance	\$1,652,670.16
<b>Total FUND BALANCE</b>		<b>\$1,652,670.16</b>
<b>Total Fund Balance</b>		<b>\$1,652,670.16</b>
<b>Current Year Profit (Loss)</b>		<b>(\$34,337.48)</b>
<b>Total Liabilities and Fund Balance</b>		<b>\$7,108,027.33</b>

Accounting Period equals 9 - 2009

# Statement of Revenues and Expenses

## Anaheim School Dist/Food Services

	Period Ending 3/31/2009				Period Ending 2/28/2009			
	Monthly	%	YTD	%	Monthly	%	YTD	%
<b>Revenue</b>								
<b>Local Revenue</b>								
8620	\$2,983.50	0.12 %	\$24,126.00	0.16 %	\$2,638.50	0.13 %	\$21,142.50	0.17 %
Elementary - Breakfast								
8621	\$42,680.25	1.73 %	\$308,199.04	2.05 %	\$36,587.25	1.81 %	\$265,518.79	2.11 %
Elementary - Lunch								
8632	\$8,846.25	0.36 %	\$49,749.00	0.33 %	\$7,012.25	0.35 %	\$40,902.75	0.33 %
High School - Breakfast								
8633	\$160,146.50	6.51 %	\$1,047,794.00	6.96 %	\$137,129.00	6.80 %	\$887,647.50	7.05 %
High School - Lunch								
8635	\$225,961.34	9.18 %	\$1,464,628.29	9.74 %	\$188,253.18	9.34 %	\$1,238,666.95	9.84 %
A La Carte Sales								
8637	\$4,861.25	0.20 %	\$29,322.51	0.19 %	\$4,183.76	0.21 %	\$24,461.25	0.19 %
Adult Rev. - Lunch								
<b>Federal Reimbursements</b>								
8200	\$343,637.31	13.96 %	\$2,085,379.24	13.86 %	\$278,658.05	13.82 %	\$1,741,741.93	13.84 %
Fed. Meal Rev.-Breakfast								
8220	\$1,396,575.85	56.74 %	\$8,368,283.83	55.63 %	\$1,132,288.44	56.15 %	\$6,971,707.98	55.41 %
Fed. Meal Rev.-Lunch								
8290	\$40,999.66	1.67 %	\$241,526.38	1.61 %	\$31,992.60	1.59 %	\$200,526.72	1.59 %
Misc Fed Rev.-Snack								
<b>State Reimbursements</b>								
8500	\$46,511.83	1.89 %	\$281,839.32	1.87 %	\$37,687.93	1.87 %	\$235,327.49	1.87 %
St. Meal Rev.-Breakfast								
8520	\$120,464.01	4.89 %	\$732,235.15	4.87 %	\$97,553.70	4.84 %	\$611,771.13	4.86 %
St. Meal Rev.-Lunch								
<b>Other Revenue</b>								
8638	\$695.81	0.03 %	\$2,681.04	0.02 %	\$13.69	0.00 %	\$1,985.23	0.02 %
Cash Over & Short								
8689	\$58,253.34	2.37 %	\$311,866.82	2.07 %	\$47,917.74	2.38 %	\$253,613.48	2.02 %
Misc Fees/Contract								
8699	\$8,858.46	0.36 %	\$96,237.98	0.64 %	\$14,544.28	0.72 %	\$87,379.52	0.69 %
Spec Activity/Cater								
<b>Total Revenue</b>	<b>\$2,461,475.36</b>	<b>100.00 %</b>	<b>\$15,043,868.59</b>	<b>100.00 %</b>	<b>\$2,016,460.37</b>	<b>100.00 %</b>	<b>\$12,582,393.22</b>	<b>100.00 %</b>
<b>Expense</b>								
<b>Food Purchases &amp; Govmnt</b>								
4700	\$469,437.58	19.07 %	\$3,459,524.90	23.00 %	\$417,286.95	20.69 %	\$2,990,087.32	23.76 %
Food Purchases								
<b>Supplies</b>								
4300	\$84,275.41	3.42 %	\$593,851.96	3.95 %	\$60,681.11	3.01 %	\$509,576.55	4.05 %
Materials & Supplies								
4790	\$447,512.61	18.18 %	\$2,594,323.79	17.25 %	\$348,593.42	17.29 %	\$2,146,811.18	17.06 %
Supplies (Food)								
<b>Salaries</b>								
2200	\$848,939.01	34.49 %	\$4,945,986.64	32.88 %	\$701,934.09	34.81 %	\$4,097,047.63	32.56 %
Classified Salaries								
2300	\$30,463.45	1.24 %	\$275,540.01	1.83 %	\$30,706.07	1.52 %	\$245,076.56	1.95 %
Class.Sup/Admin Salaries								
2400	\$30,759.30	1.25 %	\$285,904.01	1.90 %	\$32,019.12	1.59 %	\$255,144.71	2.03 %
Clerical/Office Salaries								
2520	\$0.00	0.00 %	\$96.00	0.00 %	\$96.00	0.00 %	\$96.00	0.00 %
Adult Breakfast Earned								
2550	\$12,429.00	0.50 %	\$86,907.00	0.58 %	\$12,333.00	0.61 %	\$74,478.00	0.59 %
Food Service Vacation Pay								

## Statement of Revenues and Expenses Anaheim School Dist/Food Services

Expense	Period Ending 3/31/2009				Period Ending 2/28/2009			
	Monthly	%	YTD	%	Monthly	%	YTD	%
<b>Benefits</b>								
3202 PERS, Classified Position	\$68,563.93	2.79 %	\$430,526.65	2.86 %	\$66,951.93	3.32 %	\$361,962.72	2.88 %
3302 OASD/MED/Classified Position	\$48,542.66	1.97 %	\$415,366.25	2.76 %	\$70,494.75	3.50 %	\$366,823.59	2.92 %
3402 Hlth/Welfare, Classified	\$210,296.41	8.54 %	\$1,205,276.73	8.01 %	\$62,542.59	3.10 %	\$994,980.32	7.91 %
3502 SUL, Classified Position	\$14,255.42	0.58 %	\$16,653.42	0.11 %	(\$9,197.89)	-0.46 %	\$2,398.00	0.02 %
3602 Workers Comp, Classified	\$4,959.40	0.20 %	\$86,607.47	0.58 %	\$21,343.29	1.06 %	\$81,648.07	0.65 %
3802 PERS Reduc, Classified	\$17,920.43	0.73 %	\$156,816.23	1.04 %	\$28,617.82	1.42 %	\$138,895.80	1.10 %
<b>Other Expenses</b>								
5200 Travel & Conference	\$1,121.93	0.05 %	\$9,304.05	0.06 %	\$816.53	0.04 %	\$8,182.12	0.07 %
5500 Operation & Housekeeping	\$20,109.14	0.82 %	\$179,710.52	1.19 %	\$10,421.54	0.52 %	\$159,601.38	1.27 %
5600 Rental/Lease/Repair	\$8,780.61	0.36 %	\$136,086.52	0.90 %	\$17,644.77	0.88 %	\$127,305.91	1.01 %
5800 Prof. Consult Service	\$0.00	0.00 %	\$1,456.05	0.01 %	\$1,456.05	0.07 %	\$1,456.05	0.01 %
5900 Fax, Pager, Postage	\$0.00	0.00 %	\$17,335.54	0.12 %	\$116.05	0.01 %	\$17,335.54	0.14 %
6400 Equipment less \$500	\$26,577.73	1.08 %	\$57,210.28	0.38 %	\$0.00	0.00 %	\$30,632.55	0.24 %
<b>Capital Outlay</b>								
6500 Equipment-RPmore\$500	\$52,701.72	2.14 %	\$123,722.05	0.82 %	\$0.00	0.00 %	\$71,020.33	0.56 %
<b>Total Expense</b>	<b>\$2,397,645.74</b>	<b>97.41 %</b>	<b>\$15,078,206.07</b>	<b>100.23 %</b>	<b>\$1,874,857.19</b>	<b>92.98 %</b>	<b>\$12,680,560.33</b>	<b>100.78 %</b>
<b>Net Profit (Loss)</b>	<b>\$63,829.62</b>	<b>2.59 %</b>	<b>(\$34,337.48)</b>	<b>-0.23 %</b>	<b>\$141,603.18</b>	<b>7.02 %</b>	<b>(\$98,167.11)</b>	<b>-0.78 %</b>

Accounting Period equals 9 - 2009 and the Prior Accounting Period is equal to Accounting Period equals 8 - 2009

ANAHEIM UNION HIGH SCHOOL DISTRICT  
 Business Division  
 2008/09 MONTHLY ENROLLMENT REPORT  
 REVISED 5/13/09  
 MONTH 1  
 09/04/08 to 09/26/08

SCHOOL	REGULAR DAY							Subtotal	Hosp/Hm	SDC Opp.	Sp Ed	TOTAL STUDENTS
	9th	10th	11th	12th								
Anaheim	961	808	719	635	3,123		4	-	134	3,261		
Cypress	610	622	542	580	2,354		-	-	112	2,466		
Katella	744	682	580	509	2,515		-	-	149	2,664		
Kennedy	629	569	566	536	2,300		1	-	59	2,360		
Loara	740	645	679	535	2,599		2	-	159	2,760		
Magnolia	649	601	499	365	2,114		-	-	119	2,233		
Oxford	200	186	176	156	718		-	-	-	718		
Savanna	673	543	529	496	2,241		-	-	140	2,381		
Western	704	552	537	474	2,267		2	-	107	2,376		
<b>Total Comprehensive</b>	<b>5,910</b>	<b>5,208</b>	<b>4,827</b>	<b>4,286</b>	<b>20,231</b>		<b>9</b>	<b>-</b>	<b>979</b>	<b>21,219</b>		
Gilbert - West	-	19	108	139	266		-	-	-	266		
Gilbert - South	9	74	140	189	412		2	-	73	487		
Polaris Opp. Day #62	-	-	-	-	-		-	-	1	1		
Polaris High School #61	-	6	26	75	107		-	-	-	107		
Home	11	12	13	19	55		-	-	-	55		
Community Day School	30	15	9	11	65		-	-	-	65		
<b>Total Alternative Ed</b>	<b>50</b>	<b>126</b>	<b>296</b>	<b>433</b>	<b>905</b>		<b>2</b>	<b>-</b>	<b>74</b>	<b>981</b>		
Hope	-	-	-	-	-		-	-	263	263		
<b>Total Senior High Schools</b>	<b>5,960</b>	<b>5,334</b>	<b>5,123</b>	<b>4,719</b>	<b>21,136</b>		<b>11</b>	<b>-</b>	<b>1,316</b>	<b>22,463</b>		
<b>Adult Education</b>	<b>654</b>	<b>915</b>	<b>300</b>	<b>1,519</b>	<b>3,388</b>		<b>-</b>	<b>-</b>	<b>48</b>	<b>3,436</b>		

SCHOOL	REGULAR DAY				Subtotal	Hosp/Hm	SDC Opp.	Sp Ed	TOTAL STUDENTS
	7th	8th							
Ball	637	650	1,287		56	-	-	1,343	
Brookhurst	616	610	1,226		50	1	-	1,277	
Dale	709	635	1,344		40	1	-	1,385	
Lexington	506	581	1,087		20	-	-	1,107	
Orangeview	510	502	1,012		66	-	-	1,078	
Oxford	204	201	405		-	-	-	405	
South	732	712	1,444		37	1	-	1,482	
Sycamore	794	833	1,627		68	1	-	1,696	
Walker	588	648	1,236		34	-	-	1,270	
<b>Total Comprehensive</b>	<b>5,296</b>	<b>5,372</b>	<b>10,668</b>		<b>371</b>	<b>4</b>	<b>-</b>	<b>11,043</b>	
Polaris Opp. Day #62	-	-	-		-	-	-	-	
Gilbert South	-	-	-		-	-	-	-	
Home	3	1	4		-	-	-	4	
Community Day School	1	17	18		-	-	-	18	
<b>Total Junior High Schools</b>	<b>5,300</b>	<b>5,390</b>	<b>10,690</b>		<b>371</b>	<b>4</b>	<b>-</b>	<b>11,065</b>	

DISTRICT TOTAL - WITHOUT ADULT ED.	33,526
DISTRICT TOTAL - WITH ADULT ED.	36,964

ANAHEIM UNION HIGH SCHOOL DISTRICT  
Business Division  
2008/09 MONTHLY ENROLLMENT REPORT

Month 8  
03/30/09 to 04/24/09

SCHOOL	REGULAR DAY					Subtotal	SDC		TOTAL STUDENTS
	9th	10th	11th	12th	Hosp/Hm		Opp.	Sp Ed	
Anaheim	890	759	669	560	2,878	6	-	127	3,011
Cypress	607	607	521	573	2,308	-	-	100	2,408
Katella	746	667	552	485	2,450	4	-	141	2,595
Kennedy	615	551	541	520	2,227	1	-	57	2,285
Loara	731	637	626	506	2,500	3	-	152	2,655
Magnolia	631	582	468	347	2,028	-	-	110	2,138
Oxford	194	181	170	156	701	-	-	-	701
Savanna	671	506	503	459	2,139	-	-	142	2,281
Western	674	507	521	465	2,167	2	-	101	2,270
<b>Total Comprehensive</b>	<b>5,759</b>	<b>4,997</b>	<b>4,574</b>	<b>4,071</b>	<b>19,388</b>	<b>16</b>	<b>-</b>	<b>930</b>	<b>20,344</b>
Gilbert - West	5	42	117	96	260	-	-	-	260
Gilbert - South	24	88	190	131	433	5	-	94	532
Polaris Opp. Day #62	-	-	-	-	-	-	-	-	-
Polaris High School #61	3	18	65	68	154	-	-	-	154
Home	22	27	19	17	85	-	-	-	85
Community Day School	30	15	9	1	55	-	-	-	55
<b>Total Alternative Ed</b>	<b>84</b>	<b>190</b>	<b>400</b>	<b>313</b>	<b>987</b>	<b>5</b>	<b>-</b>	<b>94</b>	<b>1,086</b>
Hope	-	-	-	-	-	-	-	251	251
<b>Total Senior High Schools</b>	<b>5,843</b>	<b>5,187</b>	<b>4,971</b>	<b>4,384</b>	<b>20,385</b>	<b>21</b>	<b>-</b>	<b>1,275</b>	<b>21,681</b>
Adult Education	1,355	451	988	1,138	3,912	-	-	56	3,968

SCHOOL	REGULAR DAY			SDC		TOTAL STUDENTS	
	7th	8th	Subtotal	Hosp/Hm	Opp.		Sp Ed
Ball	628	607	1,235	1	-	58	1,294
Brookhurst	604	584	1,188	1	-	54	1,243
Dale	703	624	1,327	1	-	36	1,364
Lexington	529	571	1,100	-	-	22	1,122
Orangeview	496	485	981	-	-	69	1,050
Oxford	203	198	401	-	-	-	401
South	747	685	1,432	2	-	34	1,468
Sycamore	778	843	1,621	-	-	64	1,685
Walker	598	645	1,243	-	-	36	1,279
<b>Total Comprehensive</b>	<b>5,286</b>	<b>5,242</b>	<b>10,528</b>	<b>5</b>	<b>-</b>	<b>373</b>	<b>10,906</b>
Polaris Opp. Day #62	8	26	34	-	-	5	39
Polaris High School #61	-	-	-	-	-	-	-
Home	9	10	19	-	-	-	19
Community Day School	13	40	53	-	-	-	53
<b>Total Junior High Schools</b>	<b>5,316</b>	<b>5,318</b>	<b>10,634</b>	<b>5</b>	<b>-</b>	<b>378</b>	<b>11,017</b>

DISTRICT TOTAL - WITHOUT ADULT ED.	32,698
DISTRICT TOTAL - WITH ADULT ED.	36,666