

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

NOTICE OF REGULAR MEETING

Date: October 12, 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

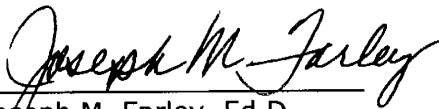
You are hereby notified that a regular meeting of the
Board of Trustees of the Anaheim Union High School District
is called for

Thursday, the 15th day of October 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, October 15, 2009
Closed Session-3:00 p.m.
Regular Meeting-6:00 p.m.

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

Meetings are recorded for use in the official minutes.

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

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

- | | | |
|----|-----------------------|--------------------------------|
| 4. | CLOSED SESSION | ACTION/INFORMATION ITEM |
|----|-----------------------|--------------------------------|

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

- 4.1 To consider matters pursuant to Government Code Section 54957.6: Conference with labor negotiators Dr. Farley, Dr. Navarro, Mrs. Poore, and Mr. Lee-Sung regarding negotiations and contracts with the American Federation of State, County and Municipal Employees (AFSCME), Anaheim Personnel and Guidance Association (APGA), Anaheim Secondary Teachers Association (ASTA), and California School Employees Association (CSEA).
- 4.2 To consider matters pursuant to Government Code Section 54956.8: Conference with property negotiators Dr. Farley, Mr. Holcomb, Dr. Navarro, Mrs. Poore, and Mr. Lee-Sung regarding property located at 525 North Muller Street, Anaheim, California.
- 4.3 To consider matters pursuant to Government Code Section 54957: Public employee discipline/dismissal/release, HR-2009-10-3.
- 4.4 To consider matters pursuant to Education Code Section 48918: Expulsion of students 09-03, 09-04, 09-05, 09-06, 09-07, 09-08, 09-09, 09-10, 09-11, 09-12, and 09-13.

- 4.5 To consider matters pursuant to Education Code Section 48918: Readmission of students 07-149, 07-153, 07-161, 07-331, 08-20, 08-46, 08-55, 08-75, 08-88, 08-91, 08-117, 08-136, 08-146, 08-151, 08-161, 08-169, and 09-A.

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**

Kristen Levitin, Dale 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. Levitin will present a report on Dale 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. **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.

9. **ITEMS OF BUSINESS**

9.1 **Report, Anaheim Personnel Guidance Association** **INFORMATION ITEM**

The Board of Trustees is requested to receive a report from the Anaheim Personnel Guidance Association (APGA). The Anaheim Union High School District counselors have concentrated their resources and efforts over the past three years to develop and refine several initiatives to improve the delivery of counseling services to students. Tonight, counselors will be presenting outcome data from their intentional guidance lessons and lessons based on the American School Counselor Association's (ASCA) National Model. Each school has been working diligently to provide meaningful lessons for their students via classroom presentations. As each school's guidance team continues to perfect their alignment with the ASCA National Model, they are actively measuring their progress. The

intent of this report is to share with the Board of Trustees the data counselors have collected.

Recommendation:

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

9.2 **Report, 2008-09 California Standards Tests Results** **INFORMATION ITEM**

The Board of Trustees is requested to receive the 2008-09 report on the California Standards Tests (CST). Results from the CST will be disaggregated by school and by subject to provide members of the board with an opportunity to engage in discussions about the CST. **[EXHIBIT A]**

Recommendation:

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

9.3 **Initial Contract Proposal, ASTA/AUHSD** **INFORMATION ITEM**

In accordance with Board Policy 6500.01, the Anaheim Secondary Teachers Association's (ASTA) initial contract proposal to the Anaheim Union High School District (AUHSD) for 2009-10 will be presented, in writing, to the Board of Trustees. **[EXHIBIT B]**

Recommendation:

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

9.4 **Public Hearing, Initial Contract Proposal, ASTA/AUHSD** **INFORMATION ITEM**

The Board of Trustees is requested to hold a public hearing on the Anaheim Secondary Teachers Association's initial contract proposal to the Anaheim Union High School District for 2009-10.

Recommendation:

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

9.5 **Initial Contract Proposal, AUHSD/ASTA** **INFORMATION ITEM**

In accordance with Board Policy 6500.01, the Anaheim Union High School District's (AUHSD) initial contract proposal to the Anaheim Secondary Teachers Association (ASTA) for 2009-10 will be presented, in writing, to the Board of Trustees. **[EXHIBIT C]**

Recommendation:

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

9.6 **Public Hearing, Initial Contract Proposal, AUHSD/ASTA** **INFORMATION ITEM**

The Board of Trustees is requested to hold a public hearing on the Anaheim Union High School District's (AUHSD) initial contract proposal to the Anaheim Secondary Teachers Association (ASTA) for 2009-10.

Recommendation:

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

9.7 **Initial Contract Proposal, APGA/AUHSD** **INFORMATION ITEM**

In accordance with Board Policy 6500.01, the Anaheim Personnel and Guidance and Association's (APGA) initial contract proposal to the Anaheim Union High School District (AUHSD) for 2009-10 will be presented, in writing, to the Board of Trustees. **[EXHIBIT D]**

Recommendation:

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

9.8 **Public Hearing, Initial Contract Proposal, APGA/AUHSD** **INFORMATION ITEM**

The Board of Trustees is requested to hold a public hearing on the Anaheim Personnel and Guidance and Association's (APGA) initial contract proposal to the Anaheim Union High School District (AUHSD) for 2009-10.

Recommendation:

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

9.9 **Initial Contract Proposal, AUHSD/APGA** **INFORMATION ITEM**

In accordance with Board Policy 6500.01, the Anaheim Union High School District's (AUHSD) initial contract proposal to the Anaheim Personnel and Guidance Association (APGA) for 2009-10 will be presented, in writing, to the Board of Trustees. **[EXHIBIT E]**

Recommendation:

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

9.10 **Public Hearing, Initial Contract Proposal, AUHSD/APGA** **INFORMATION ITEM**

The Board of Trustees is requested to hold a public hearing on the Anaheim Union High School District's (AUHSD) initial contract proposal to the Anaheim Personnel and Guidance Association (APGA) for 2009-10.

Recommendation:

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

9.11 **Initial Contract Proposal, CSEA/AUHSD** **INFORMATION ITEM**

In accordance with Board Policy 6500.01, the California School Employees Association's (CSEA) initial contract proposal to the Anaheim Union High School District (AUHSD) for 2009-10 will be presented, in writing, to the Board of Trustees. **[EXHIBIT F]**

Recommendation:

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

9.12 **Public Hearing, Initial Contract Proposal, CSEA/AUHSD** **INFORMATION ITEM**

The Board of Trustees is requested to hold a public hearing on the California School Employees Association's (CSEA) initial contract proposal to the Anaheim Union High School District for 2009-10.

Recommendation:

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

9.13 **Initial Contract Proposal, AUHSD/CSEA** **INFORMATION ITEM**

In accordance with Board Policy 6500.01, the Anaheim Union High School District's (AUHSD) initial contract proposal to the California School Employees Association (CSEA) for 2009-10 will be presented, in writing, to the Board of Trustees. **[EXHIBIT G]**

Recommendation:

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

9.14 **Public Hearing, Initial Contract Proposal, AUHSD/CSEA** **INFORMATION ITEM**

The Board of Trustees is requested to hold a public hearing on the Anaheim Union High School District's (AUHSD) initial contract proposal to the California School Employees Association (CSEA) for 2009-10.

Recommendation:

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

9.15 **Agreement, KOCE-TV Foundation** **ACTION ITEM**

The Board of Trustees is requested to approve the agreement with the KOCE-TV Foundation to provide Discovery Streaming for instruction in the classroom at Hope School. KOCE-TV will provide resources for Hope teachers and students on the subject of effective use of television and Discovery Streaming in the classroom. Services will be provided November 2, 2009, through June 30, 2010, at a cost not to exceed \$400. (EIA Funds) **[EXHIBIT H]**

Recommendation:

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

9.16 **Educational Consulting Agreement, Pro-ACT, Inc.** **ACTION ITEM**

The Board of Trustees is requested to approve the educational consulting agreement with Pro-ACT, Inc. (Professional Assault Crisis Training and Certification). Pro-ACT is a process through which understanding and skill development is learned to avoid or reduce the need for the physical restraint of students. The consultant will provide two types of training: a

basic and restraint course for principals and assistant principals, and an in-service instructor course for selected program specialists and psychologists. This training will provide research-based methods for dealing with escalating behaviors, from arguments to physical assaults. The training provides methods on how to de-escalate potentially violent situations, including the appropriate methods for restraint, when needed. Services will be provided October 19, 2009, through June 30, 2010, at a cost not to exceed \$40,000. These funds are targeted for educational activities for educators. (American Recovery Reinvestment Act Special Education Funds) **[EXHIBIT I]**

Recommendation:

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

9.17 **Educational Consulting Agreements, Supplemental Educational Services Providers** **ACTION ITEM**

The Board of Trustees is requested to approve the educational consulting agreements of Supplemental Educational Services (SES) providers. The services are a requirement of the No Child Left Behind Act of 2001 (NCLB), for schools in years two through five of Program Improvement (PI). Ball, Brookhurst, Dale, Orangeview, South and Sycamore Junior High Schools will offer the supplemental tutoring services to low-income students. Parents may select a SES provider. The district is required to contract with any California Department of Education approved provider that wishes to serve the district's students. (Title I Funds)

9.17.1 **100 Percent Learning Fun Center**

100 Percent Learning Fun Center, an educational consultant, will provide services as required by the NCLB federal mandate, November 2, 2009, through May 15, 2010. Each participating student is allowed a maximum of 21 hours and/or \$1,256.63, or the most current state approved cost per student, at a cost not to exceed \$15,000. **[EXHIBIT J]**

9.17.2 **A to Z In-Home Tutoring, LLC**

A to Z In-Home Tutoring, LLC, an educational consultant, will provide services as required by the NCLB federal mandate, November 2, 2009, through May 15, 2010. Each participating student is allowed a maximum of 19 hours and/or \$1,256.63, or the most current state approved cost per student, at a cost not to exceed \$25,000. **[EXHIBIT K]**

9.17.3 **A Tree of Knowledge Educational Services, Inc.**

A Tree of Knowledge Educational Services, Inc., an educational consultant, will provide services as required by the NCLB federal mandate, November 2, 2009, through May 15, 2010. Each participating student is allowed a maximum of 19 hours and/or \$1,256.63, or the most current state approved cost per student, at a cost not to exceed \$15,000. **[EXHIBIT L]**

9.17.4 **A+ Educational Center**

A+ Educational Center, an educational consultant, will provide services as required by the NCLB federal mandate, November 2, 2009, through May 15, 2010. Each participating student is allowed a maximum of 15.7 hours and/or \$1,256.63, or the most current state approved cost per student, at a cost not to exceed \$50,000. **[EXHIBIT M]**

9.17.5 **AAA Academics**

AAA Academics, an educational consultant, will provide services as required by the NCLB federal mandate, November 2, 2009, through May 15, 2010. Each participating student is allowed a maximum of 17 hours and/or \$1,256.63, or the most current state approved cost per student, at a cost not to exceed \$15,000.

[EXHIBIT N]

9.17.6 **Academic Advantage, The**

Academic Advantage, The, an educational consultant, will provide services as required by the NCLB federal mandate, November 2, 2009, through May 15, 2010. Each participating student is allowed a maximum of 28 hours and/or \$1,256.63, or the most current state approved cost per student, at a cost not to exceed \$30,000.

[EXHIBIT O]

9.17.7 **Ace Tutoring Services, Inc.**

Ace Tutoring Services, Inc., an educational consultant, will provide services as required by the NCLB federal mandate, November 2, 2009, through May 15, 2010. Each participating student is allowed a maximum of 25 hours and/or \$1,256.63, or the most current state approved cost per student, at a cost not to exceed \$20,000.

[EXHIBIT P]

9.17.8 **Adelante Educational Services**

Adelante Educational Services, an educational consultant, will provide services as required by the NCLB federal mandate, November 2, 2009, through May 15, 2010. Each participating student is allowed a maximum of 28 hours and/or \$1,256.63, or the most current state approved cost per student, at a cost not to exceed \$20,000.

[EXHIBIT Q]

9.17.9 **Alternatives Unlimited, Inc.**

Alternatives Unlimited, Inc., an educational consultant, will provide services as required by the NCLB federal mandate, November 2, 2009, through May 15, 2010. Each participating student is allowed a maximum of 28 hours and/or \$1,256.63, or the most current state approved cost per student, at a cost not to exceed \$30,000.

[EXHIBIT R]

9.17.10 **Anaheim Kumon Center**

Anaheim Kumon Center, an educational consultant, will provide services as required by the NCLB federal mandate, November 2, 2009, through May 15, 2010. Each participating student is allowed a maximum of 50 hours and/or \$1,256.63, or the most current state approved cost per student, at a cost not to exceed \$35,000.

[EXHIBIT S]

9.17.11 **Apple Learning Company**

Apple Learning Company, an educational consultant, will provide services as required by the NCLB federal mandate, November 2, 2009, through May 15, 2010. Each participating student is allowed a maximum of 25 hours and/or \$1,256.63, or the most current state approved cost per student, at a cost not to exceed \$15,000.

[EXHIBIT T]

9.17.12 **Arriba Education!**

Arriba Education!, an educational consultant, will provide services as required by the NCLB federal mandate, November 2, 2009, through May 15, 2010. Each participating student is allowed a maximum of 31 hours and/or \$1,256.63, or the most current state approved cost per student, at a cost not to exceed \$15,000.

[EXHIBIT U]

9.17.13 **Basic Educational Services Team, Inc.**

Basic Educational Services Team, Inc., an educational consultant, will provide services as required by the NCLB federal mandate, November 2, 2009, through May 15, 2010. Each participating student is allowed a maximum of 19 hours and/or \$1,256.63, or the most current state approved cost per student, at a cost not to exceed \$15,000. **[EXHIBIT V]**

9.17.14 **Boyer Learning Center**

Boyer Learning Center, an educational consultant, will provide services as required by the NCLB federal mandate, November 2, 2009, through May 15, 2010. Each participating student is allowed a maximum of 22.8 hours and/or \$1,256.63, or the most current state approved cost per student, at a cost not to exceed \$15,000.

[EXHIBIT W]

9.17.15 **Carney Educational Services**

Carney Educational Services, an educational consultant, will provide services as required by the NCLB federal mandate, November 2, 2009, through May 15, 2010. Each participating student is allowed a maximum of 27.75 hours and/or \$1,256.63, or the most current state approved cost per student, at a cost not to exceed \$30,000. **[EXHIBIT X]**

9.17.16 **Club Z!**

Club Z!, an educational consultant, will provide services as required by the NCLB federal mandate, November 2, 2009, through May 15, 2010. Each participating student is allowed a maximum of 22 hours and/or \$1,256.63, or the most current state approved cost per student, at a cost not to exceed \$125,000. **[EXHIBIT Y]**

9.17.17 **Doctrina Tutoring**

Doctrina Tutoring, an educational consultant, will provide services as required by the NCLB federal mandate, November 2, 2009, through May 15, 2010. Each participating student is allowed a maximum of 30 hours and/or \$1,256.63, or the most current state approved cost per student, at a cost not to exceed \$15,000.

[EXHIBIT Z]

9.17.18 **Eduthink**

Eduthink, an educational consultant, will provide services as required by the NCLB federal mandate, November 2, 2009, through May 15, 2010. Each participating student is allowed a maximum of 84 hours and/or \$1,256.63, or the most current state approved cost per student, at a cost not to exceed \$15,000. **[EXHIBIT AA]**

9.17.19 **Friendly Community Outreach Center**

Friendly Community Outreach Center, an educational consultant, will provide services as required by the NCLB federal mandate, November 2, 2009, through May 15, 2010. Each participating student is allowed a maximum of 21 hours and/or \$1,256.63, or the most current state approved cost per student, at a cost not to exceed \$15,000. **[EXHIBIT BB]**

9.17.20 **Innovadia**

Innovadia, an educational consultant, will provide services as required by the NCLB federal mandate, November 2, 2009, through May 15, 2010. Each participating student is allowed a maximum of 20 hours and/or \$1,256.63, or the most current state approved cost per student, at a cost not to exceed \$15,000. **[EXHIBIT CC]**

9.17.21 **Knowledge Points**

Knowledge Points, an educational consultant, will provide services as required by the NCLB federal mandate, November 2, 2009, through May 15, 2010. Each participating student is allowed a maximum of 22 hours and/or \$1,256.63, or the most current state approved cost per student, at a cost not to exceed \$15,000. **[EXHIBIT DD]**

9.17.22 **Milestones Family Learning Center**

Milestones Family Learning Center, an educational consultant, will provide services as required by the NCLB federal mandate, November 2, 2009, through May 15, 2010. Each participating student is allowed a maximum of 17 hours and/or \$1,256.63, or the most current state approved cost per student, at a cost not to exceed \$15,000. **[EXHIBIT EE]**

9.17.23 **Our Place Center of Self-Esteem, Inc.**

Our Place Center of Self-Esteem, Inc., an educational consultant, will provide services as required by the NCLB federal mandate, November 2, 2009, through May 15, 2010. Each participating student is allowed a maximum of 19 hours and/or \$1,256.63, or the most current state approved cost per student, at a cost not to exceed \$15,000. **[EXHIBIT FF]**

9.17.24 **Professional Tutors of America, Inc.**

Professional Tutors of America, Inc., an educational consultant, will provide services as required by the NCLB federal mandate, November 2, 2009, through May 15, 2010. Each participating student is allowed a maximum of 19 hours and/or \$1,256.63, or the most current state approved cost per student, at a cost not to exceed \$60,000. **[EXHIBIT GG]**

9.17.25 **Smart Kids Tutoring and Learning Center, Inc.**

Smart Kids Tutoring and Learning Center, Inc., an educational consultant, will provide services as required by the NCLB federal mandate, November 2, 2009, through May 15, 2010. Each participating student is allowed a maximum of 17.75 hours and/or \$1,256.63, or the most current state approved cost per student, at a cost not to exceed \$35,000. **[EXHIBIT HH]**

9.17.26 **Sylvan Learning Center (Learning Partners, Inc.)**

Sylvan Learning Center (Learning Partners, Inc.), an educational consultant, will provide services as required by the NCLB federal mandate, November 2, 2009, through May 15, 2010. Each participating student is allowed a maximum of 26 hours and/or \$1,256.63, or the most current state approved cost per student, at a cost not to exceed \$15,000. **[EXHIBIT II]**

9.17.27 **Total Education Solutions**

Total Education Solutions, an educational consultant, will provide services as required by the NCLB federal mandate, November 2, 2009, through May 15, 2010. Each participating student is allowed a maximum of 22 hours and/or \$1,256.63, or the most current state approved cost per student, at a cost not to exceed \$15,000. **[EXHIBIT JJ]**

Recommendation:

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

9.18 **Ratification of Change Orders**

ACTION ITEM

The Board of Trustees is requested to ratify the change orders as listed.

9.18.1	Bid #2009-16, Cypress High and Lexington Junior High Schools Door and Door Hardware Replacement (Facilities Funds) Absolute Engineering, Inc. dba Absolute Doors Original Contract Change Order #1 [EXHIBIT KK] New Contract Value	P.O. #D64A0082 \$161,300 \$11,317 \$172,617
9.18.2	Bid #2009-18, Anaheim High School Softball Fields and Site Improvement (Facilities Funds) Nature Tech Landscaping, Inc. Original Contract Change Order #1 [EXHIBIT LL] New Contract Value	P.O. #D64A0065 \$1,849,000 \$176,331 \$2,025,331
9.18.3	Bid #2009-19, Anaheim High School Building #15 Water Intrusion Remediation (Facilities Funds) GTA Construction, Inc. Original Contract Change Order #1 [EXHIBIT MM] New Contract Value	P.O. #D64A0066 \$339,000 \$16,230 \$355,230
9.18.4	Bid #2009-20, Katella High School Building G Locker Room Improvements (Facilities Funds) ABEAM Construction Original Contract Change Order #1-R1 [EXHIBIT NN] New Contract Value	P.O. #D64A0067 \$517,800 \$17,412 \$535,212

9.18.5	Bid #2009-24, Anaheim High School Building Improvements Project (Facilities Funds) Silver Creek Industries, Inc. Original Contract Change Order #1 [EXHIBIT OO] New Contract Value	P.O. #D64A0068 \$515,400 \$46,185 \$561,585
9.18.6	Bid #2009-29, Katella High School Tennis Courts Refurbishment (Facilities Funds) Taylor Tennis Courts, Inc. Original Contract Change Order #1 [EXHIBIT PP] New Contract Value	P.O. #D64A0086 \$124,580 \$10,716 \$135,296

Recommendation:

It is recommended that the Board of Trustees ratify the change orders as listed.

9.19	<u>Notices of Completion</u>	<u>ACTION ITEM</u>
9.19.1	Bid #2009-16, Cypress High and Lexington Junior High Schools Door and Door Hardware Replacement (Facilities Funds) Absolute Engineering, Inc. dba Absolute Doors Original Contract Contract Changes New Contract Value	P.O. #D64A0082 \$161,300 \$11,317 \$172,617
9.19.2	Bid #2009-18, Anaheim High School Softball Field and Site Improvement (Facilities Funds) Nature Tech Landscaping, Inc. Original Contract Contract Changes New Contract Value	P.O. #D64A0065 \$1,849,000 \$176,331 \$2,025,331
9.19.3	Bid #2009-19, Anaheim High School Building #15 Water Intrusion Remediation (Facilities Funds) GTA Construction, Inc. Original Contract Contract Changes New Contract Value	P.O. #D64A0066 \$339,000 \$16,230 \$355,230
9.19.4	Bid #2009-20, Katella High School Building G Locker Room Improvements (Facilities Funds) ABEAM Construction Original Contract Contract Changes New Contract Value	P.O. #D64A0067 \$517,800 \$17,412 \$535,212
9.19.5	Bid #2009-24, Anaheim High School Building Improvements Project (Facilities Funds) Silver Creek Industries, Inc. Original Contract Contract Changes New Contract Value	P.O. #D64A0068 \$515,400 \$46,185 \$561,585

9.19.6 Bid #2009-29, Katella High School
 Tennis Courts Refurbishment (Facilities Funds)
 Taylor Tennis Courts, Inc.
 Original Contract
 Contract Changes
 Total Amount Paid

P.O. #D64A0086

\$124,580
 \$10,716
 \$135,296

Recommendation:

It is recommended that the Board of Trustees authorize the deputy superintendent to accept all listed work as complete, and authorize the filing of the notices of completion with the office of the county recorder.

9.20 **Revised Policy, First Reading**

ACTION ITEM

The Board of Trustees is requested to review and approve revised policy 7704.12, Student Body Organizations. These revisions reflect changes made by auditors to meet standard accounting procedures. **[EXHIBIT QQ]**

Recommendation:

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

10. **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.

10.1 **Agreement, Run-Off Claims Administration**

The Board of Trustees is requested to approve the Run-Off Claims Administration Agreement with Keenan & Associates California Education Code Section 17566, which allows school districts to establish a fund or funds for losses and payments, including, but not limited to, workers' compensation benefits for its employees as defined by Section 53200 of the Government Code. The district workers' compensation program for industrial injuries prior to 1996 was fully self-insured, as permitted by the California Department of Self-Insurance Plans. Claims from this period of self-insurance have been administered by Keenan & Associates since first occurrence of the injuries. The purpose of the agreement is to provide professional claims administration services to ensure compliance with all workers' compensation laws and to provide mandated medical and disability benefits for the remaining claims. The run-off claims are those claims that are open due to future medical awards in which the injured worker declined offers of settlement, and to provide medical services, medications, physical therapy, etc., which are still required under the future medical award agreed to and documented by the Workers' Compensation Appeals Board. The agreement with Keenan & Associates is to renew claims administration services for the run-off claims, October 1, 2009, through September 30, 2010, at a cost not to exceed \$8,000, which is unchanged since the last agreement. (Workers' Compensation Funds)
[EXHIBIT RR]

Recommendation:

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

10.2 **Educational Consulting Agreement, Niko Jasniewicz**

Approve the educational consulting agreement with Niko Jasniewicz. Mr. Jasniewicz is being contracted to provide individualized instruction to percussion band students at Orangeview Junior High School. His expertise will enable percussion students to achieve a higher level of performance and competency on instrumentation. Mr. Jasniewicz's experience and expertise should further develop students as life-long learners of instrumental music. He has received national recognition for his teaching expertise and for his percussion performances. Services will be provided October 21, 2009, through February 24, 2010, at a cost not to exceed \$300. (General Funds) **[EXHIBIT SS]**

Recommendation:

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

10.3 **Educational Consulting Agreement, Orange County Human Relations Council**

Approve the educational consulting agreement with the Orange County Human Relations Council to provide training to Servite High School staff and students. The district is required to distribute certain federal categorical funds to private schools. The Orange County Human Relations Council will assist in the development of improved interethnic relations. Services include, but are not limited to: leadership orientation, task formation, all-day student retreats, faculty workshops, planning and implementation of parent outreach and involvement strategies, assistance in the planning of school-wide projects, and student conflict resolution and anger management training. Services will be provided October 19, 2009, through June 30, 2010, at a cost not to exceed \$6,000. (Title II Funds) **[EXHIBIT TT]**

Recommendation:

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

10.4 **Request for Indicator Change, Alternative Schools Accountability Model**

Approve the Alternative Schools Accountability Model Request for Indicator Change. The state has established the Alternative Schools Accountability Model (ASAM) to measure student progress in schools with high risk populations. Gilbert High School and Community Day School are accountable to ASAM. Through ASAM, schools choose indicators which measure progress in areas appropriate to at-risk students. Both Gilbert High School and Community Day School have previously selected attendance, credit/course completion, and reading as their indicators. Both schools would like to discontinue the reading indicator and replace it with a student persistence indicator. Persistence measures whether students continue in their education, rather than dropping out of school. This will result in a cost savings to the district in that the district will no longer have to purchase the software to track and report the reading performance to the state. **[EXHIBIT UU]**

Recommendation:

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

10.5 **2009-10 First Quarterly Report, Williams Uniform Complaints**

Accept the Williams Uniform Complaints First Quarterly Report, July 1, 2009, through September 30, 2009, as required by Education Code Section 35186, which will be submitted to the Orange County Department of Education. The report summarizes all complaints

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

Recommendation:

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

10.6 **Donations**

<u>Location</u>	<u>Donated by</u>	<u>Item</u>
Cypress	James Quirion	Portable air compressor
Lexington	Supervalu	\$34.41
	Target	\$280.52
Orangeview	Karin Furwell	Conn flute
Sycamore	OfficeMax	\$1,000

10.7 **Institutional Membership**

Approve the Credential Counselors and Analysts of California (CCAC) membership for the district credential technicians, November 1, 2009, through October 31, 2010, at a cost not to exceed \$120. (General Funds)

Recommendation:

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

10.8 **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 WW]**

10.9 **Purchase Order Detail Report**

Recommendation:

It is recommended that the Board of Trustees ratify the purchase order detail report, September 22, 2009, through October 5, 2009. **[EXHIBIT XX]**

10.10 **Check Register/Warrants Report**

Recommendation:

It is recommended that the Board of Trustees ratify the check register/warrants report September 22, 2009, through October 5, 2009. **[EXHIBIT YY]**

10.11 **Certificated Personnel Report**

Recommendation:

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

10.12 **Classified Personnel Report**

Recommendation:

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

10.13 **Field Trip Report**

Recommendation:

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

10.14 **Board of Trustees' Meeting Minutes**

10.14.1 September 10, 2009, Regular Meeting [EXHIBIT CCC]

10.14.2 September 24, 2009, Special Meeting [EXHIBIT DDD]

Recommendation:

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

11. **SUPPLEMENTAL INFORMATION** **INFORMATION ITEM**

Cafeteria Fund, August and September 2009 [EXHIBIT EEE]

12. **STUDENT REPRESENTATIVE'S REPORT TO THE BOARD OF TRUSTEES** **INFORMATION ITEM**

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

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

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

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

15.1 **Future Meeting Dates**

The next regular meeting of the Board of Trustees will be held on Thursday, November 5, 2009, at 6:00 p.m.

Thursday, December 10, 2009

15.2 **Suggested Agenda Items**

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

In compliance with the Americans with Disabilities Act, individuals with a disability who require modification or accommodation in order to participate in this meeting should contact the executive assistant to the superintendent at (714) 999-3503 by noon on Tuesday, October 13, 2009.

Anaheim Union High School District API and AYP Progress 2008-09

Academic Performance Index (API)

The state of California measures academic progress with the API which is based on the California Standards Tests (CSTs). The target API is 800. If a school is below 800, it is given a target to close the gap between their API and 800. Many of our schools have attained 800 or are meeting the progress goal.

Schools above 800

- Lexington Junior High School 854
- Walker Junior high School 805
- Cypress High School 852
- Oxford High School 983

Schools that met all targets school-wide and with all subgroups

- Brookhurst Junior high School 39 point growth API = 722
- Walker Junior high School 17 points growth API = 805

Adequate Yearly Progress (AYP)

NCLB measures academic progress with the AYP which is based on the CSTs in junior high school and the 10th grade California High School Exit Exam (CAHSEE) in high school. The AYP measures the percent of students who reach the proficient or advanced levels. The targets are set by NCLB to attain one hundred percent proficiency by 2014. NCLB also allows a Safe Harbor pathway to demonstrate sufficient progress.

Schools that met AYP goals school-wide and with all subgroups

- Cypress High School 74.1% proficient in English Language Arts
 82.1% proficient in Math
- Kennedy High School 72.7% proficient in Math
- Oxford High School 99.8% proficient in English Language Arts
 98.4% proficient in Math
- Western High School 55.6% proficient in Math

Other school that made significant progress

- Brookhurst Junior High school made math targets with all groups except special education through the Safe Harbor pathway.

**Anaheim Union High School District
Program Improvement Status
2008-09**

A school or the district enters NCLB Program Improvement (PI) if AYP targets are missed for two consecutive areas in the same subject area. A school or district exits PI if AYP targets are met for two consecutive years.

Junior High Schools in PI

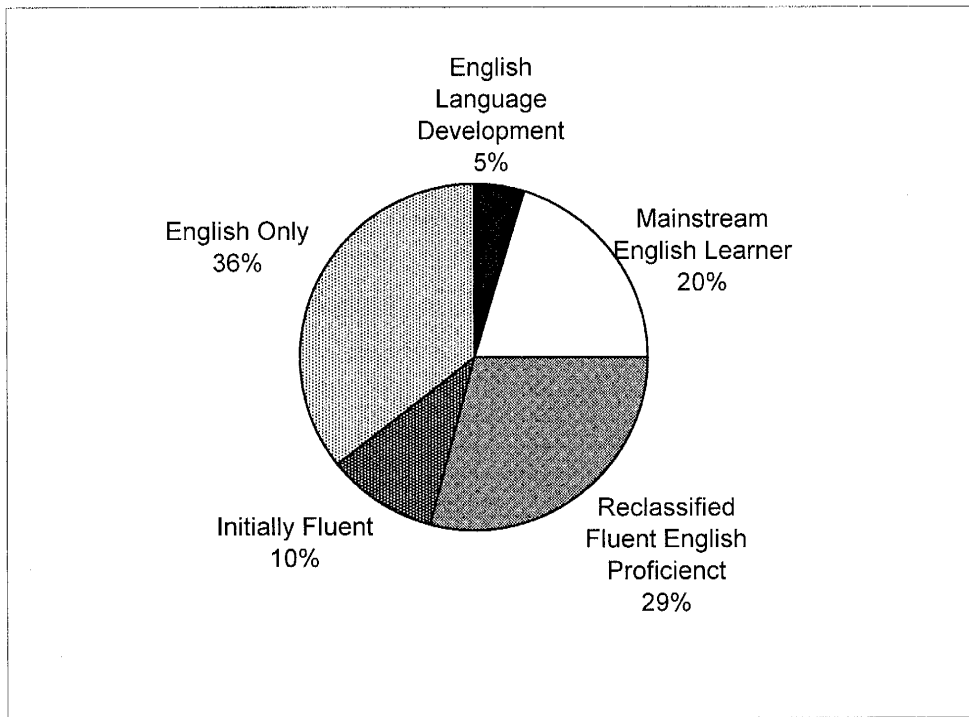
- Ball Junior high School Year 2
- Brookhurst Junior high School Year 5
- Dale Junior High School Year 4
- Orangeview Junior High School Year 5
- South Junior High School Year 5
- Sycamore Junior High School Year 5

High Schools in PI or in danger of entering PI

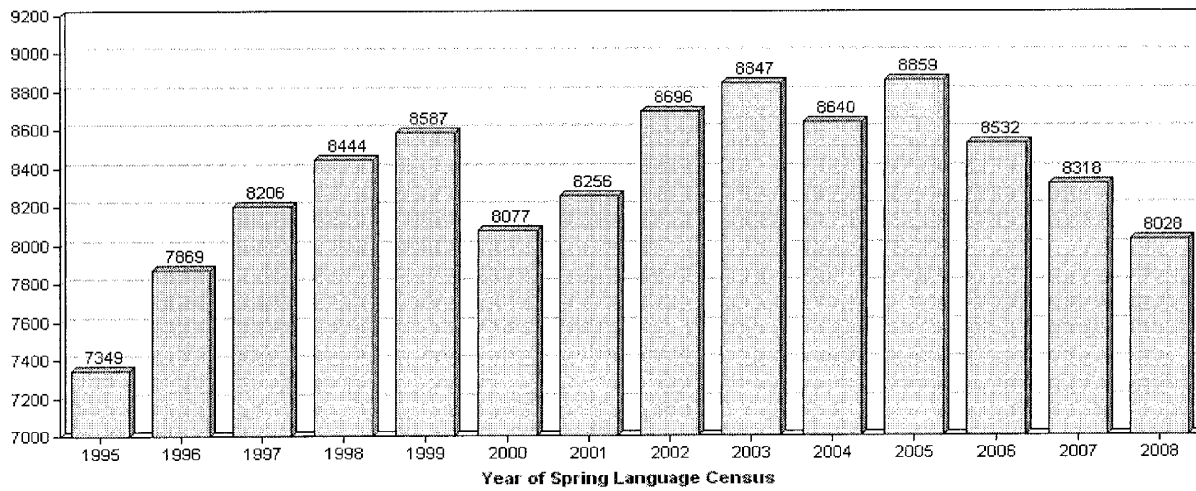
- Anaheim High School In danger of entering PI
- Katella High School In danger of entering PI
- Loara High School Year 1
- Magnolia High School Year 1
- Savanna High School In danger of entering PI
- Western High School In danger of entering PI

District PI status Year 2

**Anaheim Union High School District
English Language Proficiency
Spring 2008**



**Trends In the Number of English Learner Students Enrolled
in The Anaheim Union High School District**



**Anaheim Union High School District
Academic Performance Index (API)**

2008-09

Target = 800

Each school has a growth target based on how far their API is below 800.

Each subgroup has a growth target based on how far the subgroup's API is below 800. Subgroups with lower APIs have larger growth targets. Shaded indicates the growth target was not met.

Junior High Schools

	2008 API	2009 API	Schoolwide Growth Target	Schoolwide Growth	Met Schoolwide Target?	Met Asian Target?	Met Hispanic Target?	Met White Target?	Met Soc Ec Disadvant Target?	Met English Learners Target?	Met Special Ed Target?
Ball	688	700	6	12	yes	-	yes	yes	yes	yes	no
Brookhurst	683	722	6	39	yes	-	yes	yes	yes	yes	yes
Dale	719	711	5	-8	no	-	no	no	no	yes	no
Lexington	851	854	A	3	yes	yes	no	yes	no		-
Orangeview	740	741	5	1	no	-	no	yes	no	yes	
South	679	693	6	14	yes	-	yes	-	yes	yes	no
Sycamore	668	680	7	12	yes	-	yes	-	yes	yes	no
Walker	788	805	5	17	yes	yes	yes	yes	yes	yes	yes

Senior High Schools

	2008 API	2009 API	Schoolwide Growth Target	Schoolwide Growth	Met Schoolwide Target?	Met Asian Target?	Met Hispanic Target?	Met White Target?	Met Soc Ec Disadvant Target?	Met English Learners Target?	Met Special Ed Target?
Anaheim	701	694	5	-7	no	-	no	-	no	no	no
Cypress	843	852	A	9	yes	yes	yes	yes	yes	yes	no
Kennedy	790	794	5	4	no	yes	yes	no	yes	yes	yes
Katella	690	700	6	10	yes	-	yes	yes	yes	no	no
Loara	717	699	5	-18	no	yes	no	no	no	no	no
Magnolia	698	675	5	-23	no	yes	no	no	no	no	no
Oxford	982	983	A	1	yes	yes	-	yes	yes	-	-
Savanna	697	676	5	-21	no	no	no	no	no	no	no
Western	769	747	5	-22	no	yes	no	no	no	no	no

**Anaheim Union High School District
Junior High School AYP Trends
2006-07 to 2008-09**

SH = Safe Harbor- Improved by 10%
Y2 = made Target through 2-year calculation
Adj = Adjusted -All other targets met

BALL JUNIOR HIGH SCHOOL
CST - English Language Arts

	Target	School-wide	Asian	Hispanic	White	Socio-Economic Disadvant	English Learner	Special Education
2008-09 % Proficient	46.0%	37.7%	75.7%	31.5%	55.8%	33.5%	30.2% (SH)	18.1%
2007-08 % Proficient	35.2%	33.2% (SH)	67.9%	27.3% (SH)	45.7%	28.5%	23.6%	6.6%
2006-07 % Proficient	24.4%	26.3%	58.2%	20.3% (Y2)	39.2%	23% (Y2)	17.3%	4.8%

BROOKHURST
CST - English Language Arts

	Target	School-wide	Asian	Hispanic	White	Socio-Economic Disadvant	English Learner	Special Education
2008-09 % Proficient	46.0%	40.2%	65.8%	34.1%	53.8%	33.6%	32.4%	15.4% (SH)
2007-08 % Proficient	35.2%	38.6%	65.8%	31.6% (SH)	58.4%	32.1% (SH)	27.0%	8.9%
2006-07 % Proficient	24.4%	32.5%	53.1%	25.4%	48.6%	26.1%	21.3%	5.5%

DALE JUNIOR HIGH SCHOOL
CST - English Language Arts

	Target	School-wide	Asian	Hispanic	White	Socio-Economic Disadvant	English Learner	Special Education
2008-09 % Proficient	46.0%	35.4%	68.4%	29.6%	47.2%	31.6%	29.7%	9.9%
2007-08 % Proficient	35.2%	36.9%	64.4%	30.8%	54.2%	32.2% (SH)	28.1%	7.1%
2006-07 % Proficient	24.4%	32.6%	60.6%	26.4%	50.3%	25.9%	22.0%	7.1%

LEXINGTON JUNIOR HIGH SCHOOL
CST - English Language Arts

	Target	School-wide	Asian	Hispanic	White	Socio-Economic Disadvant	English Learner	Special Education
2008-09 % Proficient	46.0%	70.9%	86.6%	50.2%	70.0%	50.6%	69.8%	28.0%
2007-08 % Proficient	35.2%	70.7%	83.3%	51.8%	72.0%	57.0%	57.7%	21.4% (SH)
2006-07 % Proficient	24.4%	62.0%	72.0%	48.3%	62.1%	43.9%	52.3%	15.8%

ORANGEVIEW JUNIOR HIGH SCHOOL
CST - English Language Arts

	Target	School-wide	Asian	Hispanic	White	Socio-Economic Disadvant	English Learner	Special Education
2008-09 % Proficient	46.0%	43.0%	74.4%	33.4%	56.9%	37.5%	33.6%	27.5% (SH)
2007-08 % Proficient	35.2%	39.9%	66.7%	31.4%	51.5%	35.5%	29.3%	21.9%
2006-07 % Proficient	24.4%	35.4%	47.3%	29.3%	48.8%	31.5%	25.6%	20.5%

**Anaheim Union High School District
Junior High School AYP Trends
2006-07 to 2008-09**

SOUTH JUNIOR HIGH SCHOOL
CST - English Language Arts

	Target	School-wide	Asian	Hispanic	White	Socio-Economic Disadvant	English Learner	Special Education
2008-09 % Proficient	46.0%	36.9%		33.9%	60.4%	32.4%	28.8%	7.3%
2007-08 % Proficient	35.2%	32.8%		30.0%	48.4%	30.1%	24.0%	8.0%
2006-07 % Proficient	24.4%	32.2%		28.8%	50.9%	28.0%	23.6%	2.8%

SYCAMORE JUNIOR HIGH SCHOOL
CST - English Language Arts

	Target	School-wide	Asian	Hispanic	White	Socio-Economic Disadvant	English Learner	Special Education
2008-09 % Proficient	46.0%	31.0%		30.0%		29.6%	25.9%	8.5%
2007-08 % Proficient	35.2%	27.5%		26.8%	36.5%	25.0%	21.0%	6.3%
2006-07 % Proficient	24.4%	23.0%		22.0%	32.8%	20.9%	17.9%	5.1%

WALKER JUNIOR HIGH SCHOOL
CST - English Language Arts

	Target	School-wide	Asian	Hispanic	White	Socio-Economic Disadvant	English Learner	Special Education
2008-09 % Proficient	46.0%	61.5%	81.4%	45.7%	63.9%	48.5%	55.6%	11.3%
2007-08 % Proficient	35.2%	57.9%	79.9%	43.4%	54.3%	47.5%	46.9%	12.0%
2006-07 % Proficient	24.4%	55.3%	71.4%	41.8%	54.5%	43.1%	39.4%	14.2%

ANAHEIM UNION HIGH SCHOOL DISTRICT (Grades 7-8)
CST - English Language Arts

	Target	School-wide	Asian	Hispanic	White	Socio-Economic Disadvant	English Learner	Special Education
2008-09 % Proficient	46.0%	45.0%	82.0%	33.5%	60.8%	34.4%	33.4%	17.1%
2007-08 % Proficient	35.2%	42.6%	79.3%	31.0%	58.8%	32.1%	28.0%	14.2%
2006-07 % Proficient	24.4%	38.1%	71.1%	27.0%	53.9%	27.7%	23.7%	14.3%

**Anaheim Union High School District
Junior High School AYP Trends
2006-07 to 2008-09**

BALL JUNIOR HIGH SCHOOL

CST - Mathematics

	Target	School-wide	Asian	Hispanic	White	Socio-Economic Disadvant	English Learner	Special Education
2008-09 % Proficient	47.5%	23.6%	63.5%	19.7%	25.8%	21.7%	22.1%	9.0%
2007-08 % Proficient	37.0%	30.8%	64.2%	26.2%	36.4% (Y2)	27.9%	25.7%	16.0% (SH)
2006-07 % Proficient	26.5%	27.4%	59.5%	22.5%	38.5%	25.1% (Y2)	22.0%	7.9%

BROOKHURST JUNIOR HIGH SCHOOL

CST - Mathematics

	Target	School-wide	Asian	Hispanic	White	Socio-Economic Disadvant	English Learner	Special Education
2008-09 % Proficient	47.5%	32.7% (SH)	64.5%	27.2% (SH)	44.8% (SH)	29.1% (SH)	28.2% (SH)	10.3%
2007-08 % Proficient	37.0%	22.9%	54.4%	18.2%	28.5%	18.9%	18.4%	6.8%
2006-07 % Proficient	26.5%	24.3% (Y2)	51.9%	18.6%	33.9%	20.1%	18.5%	3.7%

DALE JUNIOR HIGH SCHOOL

CST - Mathematics

	Target	School-wide	Asian	Hispanic	White	Socio-Economic Disadvant	English Learner	Special Education
2008-09 % Proficient	47.5%	32.6%	68.4%	27.6%	37.0%	30.8%	30.9%	7.0%
2007-08 % Proficient	37.0%	36.0%	67.8%	29.9%	50.3%	33.3%	29.2%	8.0%
2006-07 % Proficient	26.5%	31.6%	61.5%	26.2%	43.1%	28.4%	25.8% (Y2)	5.5%

LEXINGTON JUNIOR HIGH SCHOOL

CST - Mathematics

	Target	School-wide	Asian	Hispanic	White	Socio-Economic Disadvant	English Learner	Special Education
2008-09 % Proficient	47.5%	54.4%	82.9%	30.5%	46.4% (Y2)	29.0%	66.7%	14.1%
2007-08 % Proficient	37.0%	68.4%	89.8%	54.1%	63.9%	55.2%	71.2%	22.3% (SH)
2006-07 % Proficient	26.5%	63.4%	86.2%	46.2%	59.8%	48.0%	71.2%	15.6%

ORANGEVIEW JUNIOR HIGH SCHOOL

CST - Mathematics

	Target	School-wide	Asian	Hispanic	White	Socio-Economic Disadvant	English Learner	Special Education
2008-09 % Proficient	47.5%	27.9%	65.1%	21.0%	29.5%	24.1%	25.4%	17.4%
2007-08 % Proficient	37.0%	35.4%	66.7%	30.4%	34.5%	33.9%	33.9%	25.4%
2006-07 % Proficient	26.5%	32.8%	66.2%	29.3%	30.9%	31.3%	30.5%	20.5% (Adj)

**Anaheim Union High School District
Junior High School AYP Trends
2006-07 to 2008-09**

SOUTH JUNIOR HIGH SCHOOL

CST - Mathematics

	Target	School-wide	Asian	Hispanic	White	Socio-Economic Disadvant	English Learner	Special Education
2008-09 % Proficient	47.5%	23.4%		21.5%	37.6% (SH)	20.6%	19.5%	6.6%
2007-08 % Proficient	37.0%	21.1%		19.8%	25.3%	20.8%	18.5%	4.4%
2006-07 % Proficient	26.5%	24.5% (Y2)		22.0%	31.3%	22.8%	20.1%	2.8%

SYCAMORE JUNIOR HIGH SCHOOL

CST - Mathematics

	Target	School-wide	Asian	Hispanic	White	Socio-Economic Disadvant	English Learner	Special Education
2008-09 % Proficient	47.5%	25.9%		24.8%		24.7%	23.3%	13.2%
2007-08 % Proficient	37.0%	30.6% (SH)		29.9% (SH)	32.7%	28.5% (SH)	26.5% (SH)	11.3%
2006-07 % Proficient	26.5%	17.0%		16.2%	20.3%	15.7%	14.5%	5.7%

WALKER JUNIOR HIGH SCHOOL

CST - Mathematics

	Target	School-wide	Asian	Hispanic	White	Socio-Economic Disadvant	English Learner	Special Education
2008-09 % Proficient	47.5%	44.5%	76.0%	26.8%	41.5%	32.4%	46.5%	8.2%
2007-08 % Proficient	37.0%	46.9%	75.0%	32.6%	39.8%	40.0%	46.2%	3.7%
2006-07 % Proficient	26.5%	44.0%	71.7%	28.2%	36.6%	33.3%	40.8%	12.4%

ANAHEIM UNION HIGH SCHOOL DISTRICT (Grades 7-8)

CST - Mathematics

	Target	School-wide	Asian	Hispanic	White	Socio-Economic Disadvant	English Learner	Special Education
2008-09 % Proficient	47.5%	34.3%	78.0%	24.3%	40.5%	26.1%	28.4%	12.7%
2007-08 % Proficient	37.0%	37.2%	78.3%	27.1%	46.1%	28.8%	28.5%	13.8%
2006-07 % Proficient	26.5%	33.7%	75.5%	23.0%	43.4%	24.9%	24.2%	12.7%

**Anaheim Union High School District
High School AYP Trends
2006-07 to 2008-09**

Y2 = made Target through 2-year calculation
Y3 = made Target through 3-year calculation
Adj = Adjusted -All other targets met

ANAHEIM HIGH SCHOOL

CAHSEE - English Language Arts

	Target	School-wide	Asian	Hispanic	White	Socio-Economic Disadvant	English Learner	Special Education
2008-09 % Proficient	44.5%	35.3%		34.2%		34.7%	21.3%	3.1%
2007-08 % Proficient	33.4%	39.8%		39.1%		37.2%	25.8% (SH)	3.2%
2006-07 % Proficient	22.3%	30.1%		28.3%		26.8%	17.3% (Y2)	2.9%

CYPRESS HIGH SCHOOL

CAHSEE - English Language Arts

	Target	School-wide	Asian	Hispanic	White	Socio-Economic Disadvant	English Learner	Special Education
2008-09 % Proficient	44.5%	74.1%	78.6%	71.0%	76.3%	55.4%	48.3%	19.6%
2007-08 % Proficient	33.4%	74.0%	79.5%	65.5%	75.7%	61.4%	55.2%	32.1%
2006-07 % Proficient	22.3%	74.3%	77.9%	69.2%	75.6%	67.1%	53.0%	25.0%

KATELLA HIGH SCHOOL

CAHSEE - English Language Arts

	Target	School-wide	Asian	Hispanic	White	Socio-Economic Disadvant	English Learner	Special Education
2008-09 % Proficient	44.5%	39.6%		35.8%	60.0%	32.4%	17.3%	7.0%
2007-08 % Proficient	33.4%	45.9%		42.5%	62.1%	38.1%	28.5% (SH)	21.5%
2006-07 % Proficient	22.3%	37.0%	92.3%	32.4%	48.3%	32.4%	18.6% (Y2)	7.0%

KENNEDY HIGH SCHOOL

CAHSEE - English Language Arts

	Target	School-wide	Asian	Hispanic	White	Socio-Economic Disadvant	English Learner	Special Education
2008-09 % Proficient	44.5%	68.6%	74.1%	60.1%	72.7%	55.6%	35.8%	16.1%
2007-08 % Proficient	33.4%	69.9%	74.6%	54.0%	77.8%	50.8%	37.6%	4.7%
2006-07 % Proficient	22.3%	66.4%	76.9%	47.8%	70.3%	53.3%	45.4%	4.7%

LOARA HIGH SCHOOL

CAHSEE - English Language Arts

	Target	School-wide	Asian	Hispanic	White	Socio-Economic Disadvant	English Learner	Special Education
2008-09 % Proficient	44.5%	45.4%		37.1%	69.1%	38.0%	21.2%	9.2%
2007-08 % Proficient	33.4%	48.6%		40.7%	64.8%	42.8%	26.2%	8.3%
2006-07 % Proficient	22.3%	45.9%		37.2%	61.5%	35.9%	21.1% (Y2)	14.8%

**Anaheim Union High School District
High School AYP Trends
2006-07 to 2008-09**

MAGNOLIA HIGH SCHOOL

CAHSEE - English Language Arts

	Target	School-wide	Asian	Hispanic	White	Socio-Economic Disadvant	English Learner	Special Education
2008-09 % Proficient	44.5%	41.8%		35.6%	64.2%	36.4%	20.1%	6.4%
2007-08 % Proficient	33.4%	44.1%	65.4%	37.4%	57.3%	33.4%	25.9%	8.3%
2006-07 % Proficient	22.3%	40.9%		35.7%		31.4%	22% (Y2)	10.4%

OXFORD HIGH SCHOOL (Grades 7-8, 10)

CAHSEE - English Language Arts

	Target	School-wide	Asian	Hispanic	White	Socio-Economic Disadvant	English Learner	Special Education
2008-09 % Proficient	44.5%	99.8%	100.0%	100.0%	98.5%	100.0%	100.0%	
2007-08 % Proficient	33.4%	99.0%	99.1%	97.8%	100.0%	100.0%	97.9%	
2006-07 % Proficient	22.3%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	

SAVANNA HIGH SCHOOL

CAHSEE - English Language Arts

	Target	School-wide	Asian	Hispanic	White	Socio-Economic Disadvant	English Learner	Special Education
2008-09 % Proficient	44.5%	43.7% (Y2)	60.0%	36.4%	59.8%	39.3%	19.3%	15.6%
2007-08 % Proficient	33.4%	47.4%		40.1%	59.4%	40.4%	26.8%	13.9%
2006-07 % Proficient	22.3%	43.4%		33.9%	56.1%	37.1%	21.8% (Y2)	13.6%

WESTERN HIGH SCHOOL

CAHSEE - English Language Arts

	Target	School-wide	Asian	Hispanic	White	Socio-Economic Disadvant	English Learner	Special Education
2008-09 % Proficient	44.5%	48.4%		41.9% (Y2)	62.4%	45.5%	23.7%	21.9%
2007-08 % Proficient	33.4%	59.2%		51.7%	68.6%	54.7%	41.0%	22.8%
2006-07 % Proficient	22.3%	53.3%		45.7%	58.4%	44.9%	27.9%	17.5%

ANAHEIM UNION HIGH SCHOOL DISTRICT

CAHSEE - English Language Arts

	Target	School-wide	Asian	Hispanic	White	Socio-Economic Disadvant	English Learner	Special Education
2008-09 % Proficient	44.5%	49.8%	76.8%	38.3%	67.9%	38.5%	21.8%	15.2%
2007-08 % Proficient	33.4%	53.1%	77.6%	41.7%	67.5%	41.5%	29.2%	18.0%
2006-07 % Proficient	22.3%	48.6%	77.5%	35.2%	54.5%	35.3%	22.5%	13.5% (Adj)

**Anaheim Union High School District
High School AYP Trends
2006-07 to 2008-09**

ANAHEIM HIGH SCHOOL

CAHSEE - Mathematics

	Target	School-wide	Asian	Hispanic	White	Socio-Economic Disadvant	English Learner	Special Education
2008-09 % Proficient	43.5%	35.1%		34.5%		34.7%	25.1%	4.7%
2007-08 % Proficient	32.2%	43.0%		42.5%		42.2%	33.5%	3.0%
2006-07 % Proficient	20.9%	42.7%		41.1%		40.8%	31.4%	7.5%

CYPRESS HIGH SCHOOL

CAHSEE - Mathematics

	Target	School-wide	Asian	Hispanic	White	Socio-Economic Disadvant	English Learner	Special Education
2008-09 % Proficient	43.5%	82.1%	96.6%	71.5%	80.9%	71.7%	84.9%	32.6%
2007-08 % Proficient	32.2%	79.7%	93.2%	64.4%	75.3%	72.3%	84.4%	35.8%
2006-07 % Proficient	20.9%	81.4%	93.6%	73.3%	78.4%	74.1%	79.2%	26.9%

KATELLA HIGH SCHOOL

CAHSEE - Mathematics

	Target	School-wide	Asian	Hispanic	White	Socio-Economic Disadvant	English Learner	Special Education
2008-09 % Proficient	43.5%	45.8%		42.3% (Y3)	57.1%	42.8% (Y3)	29.7%	18.6%
2007-08 % Proficient	32.2%	44.4%		41.3%	55.2%	39.7%	34.4%	14.1%
2006-07 % Proficient	20.9%	50.3%		47.5%	62.4%	48.2%	37.9%	19.6%

KENNEDY HIGH SCHOOL

CAHSEE - Mathematics

	Target	School-wide	Asian	Hispanic	White	Socio-Economic Disadvant	English Learner	Special Education
2008-09 % Proficient	43.5%	72.7%	91.9%	58.2%	72.0%	64.1%	56.3%	16.7%
2007-08 % Proficient	32.2%	68.0%	89.2%	41.2%	69.7%	51.6%	55.9%	7.1%
2006-07 % Proficient	20.9%	68.3%	87.0%	52.9%	64.5%	51.6%	64.6%	14.0%

LOARA HIGH SCHOOL

CAHSEE - Mathematics

	Target	School-wide	Asian	Hispanic	White	Socio-Economic Disadvant	English Learner	Special Education
2008-09 % Proficient	43.5%	46.0%		38.3%	58.9%	41.9% (Y2)	26.9%	9.5%
2007-08 % Proficient	32.2%	52.0%		45.0%	63.1%	47.3%	36.9%	7.0%
2006-07 % Proficient	20.9%	53.2%		45.2%	65.1%	46.6%	33.2%	12.7%

**Anaheim Union High School District
High School AYP Trends
2006-07 to 2008-09**

MAGNOLIA HIGH SCHOOL

CAHSEE - Mathematics

	Target	School-wide	Asian	Hispanic	White	Socio-Economic Disadvant	English Learner	Special Education
2008-09 % Proficient	43.5%	46.3%		39.0%	68.6%	42.1%	28.3%	10.4%
2007-08 % Proficient	32.2%	42.8%	84.6%	35.4%	50.0%	38.8%	34.1%	4.8%
2006-07 % Proficient	20.9%	47.8%		40.2%		41.0%	34.7%	12.5%

OXFORD HIGH SCHOOL (Grades 7-8, 10)

CAHSEE - Mathematics

	Target	School-wide	Asian	Hispanic	White	Socio-Economic Disadvant	English Learner	Special Education
2008-09 % Proficient	43.5%	98.4%	98.9%	97.8%	96.9%	97.0%	98.5%	
2007-08 % Proficient	32.2%	96.7%	99.1%	91.3%	95.5%	95.1%	96.9%	
2006-07 % Proficient	20.9%	98.0%	99.0%	95.8%	96.6%	96.4%	97.3%	

SAVANNA HIGH SCHOOL

CAHSEE - Mathematics

	Target	School-wide	Asian	Hispanic	White	Socio-Economic Disadvant	English Learner	Special Education
2008-09 % Proficient	43.5%	46.0%	76.0%	36.5%	57.5%	41.4% (Y2)	29.5%	16.1%
2007-08 % Proficient	32.2%	50.2%		42.5%	49.5%	46.1%	35.3%	15.1%
2006-07 % Proficient	20.9%	48.7%		38.7%	62.3%	44.0%	31.3%	20.9%

WESTERN HIGH SCHOOL

CAHSEE - Mathematics

	Target	School-wide	Asian	Hispanic	White	Socio-Economic Disadvant	English Learner	Special Education
2008-09 % Proficient	43.5%	55.6%		51.2%	61.1%	52.2%	43.1% (Y2)	30.8%
2007-08 % Proficient	32.2%	58.0%		52.4%	66.2%	55.5%	44.3%	25.0%
2006-07 % Proficient	20.9%	59.4%		50.0%	62.5%	53.7%	43.5%	21.8%

ANAHEIM UNION HIGH SCHOOL DISTRICT

CAHSEE - Mathematics

	Target	School-wide	Asian	Hispanic	White	Socio-Economic Disadvant	English Learner	Special Education
2008-09 % Proficient	43.5%	53.3%	90.3%	41.0%	67.1%	43.3% (Y2)	32.2%	19.4%
2007-08 % Proficient	32.2%	54.1%	88.9%	42.3%	63.5%	45.3%	37.6%	17.8%
2006-07 % Proficient	20.9%	55.7%	88.2%	43.7%	66.5%	45.5%	36.7%	17.3% (Adj)

ITEM NOT AVAILABLE

AT TIME OF PRINTING

ITEM NOT AVAILABLE

AT TIME OF PRINTING

ANAHEIM PERSONNEL AND GUIDANCE ASSOCIATION

INITIAL CONTRACT PROPOSAL TO THE

**ANAHEIM UNION HIGH SCHOOL DISTRICT
BOARD OF EDUCATION**

FOR THE 2009-2010 SCHOOL YEAR CONTRACT

OCTOBER 15, 2009

Anaheim Personnel and Guidance Association (APGA)
Initial Contract Proposal for 2009-10

The Anaheim Personnel and Guidance Association (APGA) wishes to continue with the 2008-09 contract as it currently reads with the exception of the items noted below:

Article 1: Agreement

The Association wishes to change the date of the agreement to read the accurate date the agreement is reached for the 2009-2010 school year.

Article 14: Wages and Items Related to Wages

14.1 Salary - Counselors

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

Article 20: Duration

This agreement shall remain in full force and effect until ~~August 31, 2009~~ August 31, 2010 and shall continue in effect day to day until such time as a new or modified Agreement is ratified by both parties.

MOU, APPENDIX E, English Learner Coordinator Stipend

The Association asks for the continuance of the MOU on English Learner Coordinator Stipend until August 31, 2010.

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

The Association asks for the continuance of the MOU on Job Sharing until August 31, 2010.

MOU, APPENDIX H, Regional Occupational Program Counselor Stipend

The Association asks for the continuance of the MOU on Regional Occupational Program Counselor Stipend until August 31, 2010.

MOU, APPENDIX I, 504 Plans

The Association asks for the continuance of the MOU on 504 Plans until August 31, 2010.

MOU, APPENDIX J, Layoff and Tie Breaking Criteria

The Association asks for the continuance of the MOU on Layoff and Tie Breaking Criteria until August 31, 2010.

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

The Association asks for the continuance of the MOU on Reassignment/Surplusing Process and Tie-Breaking Criteria until August 31, 2010.

MOU, APPENDIX L, Counselor Evaluation Committee

Sunset on June 30, 2009

Discussion

ANAHEIM UNION HIGH
SCHOOL DISTRICT
(AUHSD)

PROPOSAL TO

ANAHEIM PERSONNEL AND GUIDANCE
ASSOCIATION
(APGA)

FOR THE 2009-2010 SCHOOL YEAR CONTRACT

October 15, 2009

Anaheim Union High School District
October 15, 2009

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

The District will open negotiations with the Anaheim Personnel and Guidance Association for the 2009-2010 contract year subsequent to a public hearing before the Board of Trustees. The District intends to open negotiations on the following contract articles:

Article 1 Agreement

This Agreement is made and entered into this 1st day of September 2009 by and between the Board of Trustees of the Anaheim Union High School District, whose address is 501 Crescent Way, Anaheim, California 92803-3520, hereinafter referred to as the "District" or "Board", and the Anaheim Personnel and Guidance Association, hereinafter referred to as the "Association", whose address is 501 Crescent Way, Anaheim, California 92803.

Article 8 Leaves of Absence

The District wishes to present a proposal on personal necessity leaves of absences.

Article 14 Wages and Items Related to Wages

The District reserves the right to present a proposal for salary adjustments when additional budgetary information becomes available.

Article 15 Health and Welfare

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

Article 20 Duration

This Agreement shall remain in force and effect through August 31, 2010 and shall continue in effect until such time as a new or modified agreement is ratified by both parties.



California School Employees Association Chapter # 74
Anaheim Union High School District
September 29, 2009

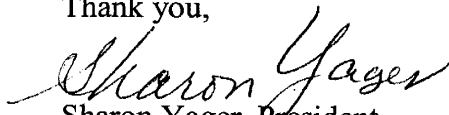
To: Governing Board of the Anaheim Union High School District
From: California School Employees Association (CSEA), Chapter 74
Subject: Proposal; Contract Re-openers 2009/2010

The California School Employees Association and its Chapter # 74 respectfully request to begin the negotiation process in accordance with its current contract on the subject of re-openers for the 2009/2010 school year.

Maintain current contract language
with the exception of proper date changes

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

Thank you,


Sharon Yager, President
CSEA, Chapter 74

ANAHEIM UNION HIGH
SCHOOL DISTRICT
(AUHSD)

PROPOSAL TO

CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION
(CSEA)

FOR THE 2009-2010 SCHOOL YEAR CONTRACT

October 15, 2009

Anaheim Union High School District
October 15, 2009

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

The District will open negotiations with the California Schools Employee Association for the 2009-2010 contract year subsequent to a public hearing before the Board of Trustees. The District intends to open negotiations on the following contract articles:

Article 2 Health and Welfare

The District reserves the right to present a proposal regarding health and welfare benefits and/or program design changes.

Article 11 Wages and Items Related to Wages

The District reserves the right to present a proposal for salary adjustments when additional budgetary information becomes available.

The District would like to discuss and clarify existing language in Layoff and Re-employment procedures (11.20).

Article 12 Leaves

The District wishes to present a proposal on personal necessity leaves of absences.



Formerly Telecommunications of Orange County (TOC)
 KOCE-TV / KOCE-DT FOUNDATION

17011 Beach Blvd, Suite 1550, P.O. Box 2476, Huntington Beach, CA 92647 ♦ 714-861-4300

2009-2010

AGREEMENT
 FOR

TELEVISION BROADCASTING AND CONSULTING SERVICES

THIS AGREEMENT is made and entered into by and between The KOCE-TV FOUNDATION, on behalf of KOCE Classroom, 17011 Beach Blvd. Suite 1550, P.O. Box 2476, Huntington Beach, California 92647 and Hope School("Client"), 7901 Knott Avenue Buena Park, CA 90620.

IN CONSIDERATION OF the mutual promises and covenants contained herein, KOCE Classroom and client agree as follows:

1. Purpose of Agreement: This agreement is to provide teachers of Client with instructional television materials and training on the effective use of television and Discovery Streaming for instruction in the classroom.
2. Unit of Membership: Any school or school district, or educational agency within the KOCE primary reception area is eligible for KOCE Classroom membership and services; in addition, any school, school district, or educational agency capable of receiving KOCE's broadcast signal via cable television is likewise eligible.
3. KOCE Classroom Advisory Board: Membership in KOCE Classroom shall entitle the Client to representation on the KOCE Classroom Advisory Board. The KOCE Classroom Advisory Board shall act in an advisory capacity to the KOCE-TV FOUNDATION in the selection of programs to be aired on KOCE-TV and in the approval of relevant financial decisions.
4. Television Consulting Services: KOCE Classroom shall provide Client with training resources for its teachers on the subject of effective use of television and Discovery Streaming in the classroom.
5. Broadcast of Instructional Television Programming: KOCE Classroom shall, within the broadcast limits specified below, use its best efforts to provide educational television for 30 weeks during the school year, September through June.
6. Online Video Streaming: KOCE Classroom shall provide Client with *Discovery Streaming* for use in the classroom.
7. Grant of License to Copy Series: KOCE Classroom grants to Client, subject to the limitations set forth below and in the instructional television broadcast schedules, the right to record from

broadcast by KOCE-TV all series used by Client ("Recordings").

8. Limitations on License to Copy Series: Client may use the Recordings at any time only for purposes of in-class instruction. Client shall cause all Recordings to be erased at the end of the school year that coincides with the term of this Agreement; provided, however, that Client need not erase all Recordings if this contract is renewed but shall erase only those Recordings not included on the KOCE webpage during the school year subsequent to the terms of this Agreement. Client shall assume all liability for violation of copyright due to any failure to comply with these limitations. Any exceptions to any limitation set forth in this paragraph shall be void and of no effect unless granted by prior written approval by KOCE Classroom.
9. Additional Usage of Recordings: Client may transmit Recordings via in-house cable systems, provided that all users receiving such materials are KOCE Classroom clients. Client may also use KOCE Classroom recordings for re-programming on a community cable television channel or channels dedicated to Client's use provided the following conditions are met: 1) Client assumes responsibility for recording and scheduling KOCE Classroom programs; 2) Said programming must occur only on regular days of instruction from 9:00 A.M. to 3:00 P.M. and exclusively for the purposes of instruction; 3) Copyright restrictions must be adhered to as outlined on the KOCE Classroom webpage; 4) Depending on individual program rights, some programs may be limited to cable transmission simultaneous to broadcast and 5) Such activity must have the approval of the KOCE Director of Educational Services.
10. Broadcast Limits: Client acknowledges and agrees that KOCE-TV, Channel 50, holds final authority and responsibility for all station broadcasts. No liability shall attach under this agreement because of any scheduling or rescheduling by KOCE Classroom of educational television programs. All scheduling or rescheduling of KOCE Classroom broadcasts including educational television programs shall be as approved by the Educational department of KOCE.
11. Liability Insurance: KOCE Classroom shall obtain and maintain a policy of liability insurance against liability or claims of liability resulting from acts or omissions to act by KOCE Classroom, its agents, or employees, in connection with the performance of this Agreement. Client shall obtain and maintain a policy of liability insurance against liability resulting from the acts or omissions to act by Client, its agents, or employees, in connection with the performance of this Agreement. The minimum acceptable amount of any such policy shall be one million dollars.
12. Ownership of Instructional Programs: All educational television programs, recordings, and instructional materials are and shall remain the property of KOCE Classroom. KOCE Classroom shall negotiate all lease agreements for educational television programs, which will remain the property of the educational television program distributor. KOCE Classroom shall assume responsibility for obtaining all necessary licenses to use copyrighted material incorporated in Instructional Television Programs, Recordings, Teacher Guides and Instructional Materials. Client shall assume all responsibility for the use of such copyrighted materials. Rights to retain KOCE Classroom licensed programs on videotape, computer hard drives; or other storage media shall terminate upon non-renewal of this agreement.
13. Termination: If either client or KOCE Classroom defaults in the performance of any of the

terms of this Agreement, it shall have ten days after service of notice of such default by the other party in which to cure such default. In the event the party receiving such notice fails to cure the default within such period of time, the party serving the notice at this option may terminate this Agreement without further notice.

14. Notice: Any notices required or permitted here under shall be given in writing, or may be given orally if given to the correct responsible official and confirmed in writing to the appropriate party at the address specified above. Notice shall be deemed given upon personal delivery of written notice or written confirmation of oral notice to the appropriate address, or when either is sent by certified or registered mail. The notices should be sent as follows:

To KOCE Classroom: **KOCE-TV Foundation**
c/o KOCE Classroom
P.O. Box 2476
Huntington Beach, CA 92647

To CLIENT: Hope School
7901 Knott Avenue
Buena Park, CA 90620
Attention: Donna Welling

15. Term of Agreement: The term of this Agreement shall begin when signed by Client, received by KOCE Classroom, and approved by the governing board of Client and the KOCE-TV Foundation Board, and expires on August 31, 2010. The period in which KOCE Classroom shall provide television-consulting services here under is November 2nd, 2009 to June 5, 2010. The period in which KOCE Classroom shall provide online video streaming will be November 2nd, 2009 to August 31, 2010.
16. Fees: In consideration of the obligations performed here under by KOCE Classroom, client shall pay KOCE Classroom a fee of \$1.35 per student with a \$400 minimum per school. The total dollar amount of this Agreement is \$400. The total number of students is 250.
17. Indemnity: Client to the extent permitted by law shall defend, indemnify and hold harmless KOCE Classroom and its members, trustees, officers, employees, instructors, agents and representatives free and harmless from and against all claims, liability, loss, and expense, including reasonable attorney fees and court costs, which may arise because of the breach of this agreement, negligence, misconduct or other fault of Client and its employees, instructors, agents and representatives in the performance of its obligations under this agreement including the misuse of any copyrighted material provided to Client by KOCE Classroom.
18. Limitation of Liability: Notwithstanding anything to the contrary with the exception of Client's duty to indemnify KOCE Classroom as provided in paragraph 17, to the extent allowed by law neither party shall be liable for any special, indirect, consequential, or incidental damages (including without limitation, lost revenues, anticipated revenues or profits relating to the same) arising from any claim relating directly or indirectly to the Agreement whether a claim for such damages is based on warranty, contract, tort (including without limitation negligence or strict liability) even if the parties are advised of the likelihood or possibility of same.

19. Remittance: Remittance of fees shall be made as follows: One payment of total fee:\$400, due by **December 31st, 2009**.

CLIENT

Signature _____

Name _____

Title _____

District _____

Date _____

KOCE-TV Foundation

Signature  _____

Name Ed Miskevich

Title Station Manager

Date 10-8-09



KOCE Classroom

"KOCE earned their call letters as the **"Knock Out Champion of Education"** –*Roger Williams, Piano Legend*

KOCE-TV is one of the largest educational broadcasters in the country. KOCE Classroom is the cornerstone of our educational service, providing nearly a half million K-12 students each year in almost 80% of Orange County schools with access to materials that create a rich and exciting educational experience.

Educational programming is our top priority

In the mid-seventies, KOCE-TV became a pioneer in the field of television-based instructional learning as one of the first stations to develop and broadcast college telecourses. Today, KOCE-TV and KOCE Classroom continue to bring educational and instructional programming to the people of Southern California. Each weekday we broadcast curriculum-based videos. These broadcasts are utilized by 417,000 K-12 students in the classroom, as well as the general public. KOCE-TV also brings college level telecourses to Southern California in two designated daily program blocks.

Taking action in Orange County schools

The KOCE Classroom initiative takes our mission to educate Orange County beyond broadcast television. KOCE Classroom consortium creates a collaborative environment for teachers dedicated to improving on standard curriculum. Through KOCE Classroom Discovery streaming, participating schools can access over 500 hours of on-air educational broadcasts, as well as thousands of online videos, still images, speeches, and articles to create an exciting and rich educational experience for their students.

Teacher training

KOCE Classroom has provided teacher training to over 5,000 Orange County teachers, giving them the support and resources they need to engage students with new media tools in the classroom.

California Student Media Festival

KOCE Classroom proudly supports student filmmakers by sponsoring the California Student Media Festival, the nation's oldest student film festival. By rewarding excellence and creating visibility for student productions, KOCE Classroom plays a key role in encouraging the integration of video and multimedia in the classroom.



Become a KOCE Corporate Partner! Contact our Advancement Team:

Melissa Carter | e. mcarter@koce.org | p. 714.861.4379

Lisa Mayeda-Nichols | e. lnichols@koce.org | p. 714.861.4315

KOCE-TV | 17011 Beach Blvd. Suite 1550 Huntington Beach, CA 92647 | www.koce.org



About KOCE-TV

Educating, Entertaining, Enlightening

KOCE-TV public television belongs to the people of Orange County as a 501c3 nonprofit organization. Our award-winning programming offers a trusted community hub for local news, culture and features, and broadcasts the best available PBS programs to the entire Southern California region.

KOCE-TV serves the community with a mission to interactively educate, entertain and enlighten. We produce Orange County's *only* daily television news program, *Real Orange*. The KOCE Classroom is the cornerstone of our educational service, providing nearly a half million K-12 students each year in almost 80% of Orange County schools with access to materials that create a rich and exciting educational experience.

Channels

- **KOCE-TV** – Digital Channel 50, Cox Cable 10, Time Warner Cable varies by city
- **KOCE-HD** – Digital Channel 50.1, Cox Cable 710, Time Warner Cable 408
- **The OC Channel** – Digital Channel 50.2, Cox Cable 810, Time Warner Cable 235

Coverage

The channels of KOCE-TV are broadcast from our transmitter site on Mt. Wilson, allowing us to reach the entire LA DMA, including Orange County, LA County, Ventura County, Riverside and San Bernadino County.

Local Programming

- **Real Orange** - The only television newscast for and about Orange County.
- **Inside OC** - Business news and politics, hosted by Rick Reiff, Executive Editor of the Orange County Business Journal.
- **Bookmark** - Interviews with current authors, hosted by Maria Hall-Brown.

Primetime Programming

KOCE-TV broadcasts the best of The PBS schedule, including *Antiques Roadshow*, *NOVA*, *Nature*, *This Old House*, *Globetrekker* and award-winning documentaries like Ken Burns' *The War*, *The Story of India*, and *We Shall Remain*.

Children's Programming

KOCE-TV offers popular PBS children's series, including *Sesame Street*, *Clifford The Big Red Dog*, *Arthur*, *Martha Speaks*, *Super Why!*, and *Curious George*.

Education

KOCE-TV is one of the largest educational broadcasters in the country. KOCE Classroom creates a collaborative environment for teachers dedicated to improving on standard curriculum. Participating schools can access over 500 hours of on-air educational broadcasts, as well as thousands of online videos, still images, speeches, and articles to create an exciting and rich educational experience for their students.

KOCE Classroom has provided teacher training to over 5,000 Orange County teachers, and supports student filmmakers by sponsoring the California Student Media Festival, the nation's oldest student film festival.

Become a KOCE Corporate Partner! Contact our Advancement Team:

Melissa Carter | e. mcarter@koce.org | p. 714.861.4379

Lisa Mayeda-Nichols | e. lnichols@koce.org | p. 714.861.4315

KOCE-TV | 17011 Beach Blvd. Suite 1550 Huntington Beach, CA 92647 | www.koce.org

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:

15 th	day of	October	2009
------------------	--------	---------	------

by and between

Pro-ACT, Inc.

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

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

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

and

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

WHEREAS such services are needed on a limited basis.

NOW, THEREFORE, the parties hereto agree as follows:

1. Services to be provided by Consultant:

Pro-ACT [®] is Professional Assault Crisis Training, a process through which understanding and skill development is learned in order to avoid or reduce the need for restraint. The consultant will provide two different types of training: 1) Basic and Restraint course (2 ½ days) for all principals and assistant principals; and 2) In-service Instructor Course. This training will provide research-based methods for dealing with escalating behaviors, from arguments to physical assaults. The training provides methods in how to de-escalate potentially violent situations, including the appropriate methods for restraint, when needed.
--

Site/School:	District Office	Funds (Cost Center):	ARRA Stimulus (3420)
--------------	-----------------	----------------------	----------------------

2. List of Other Supportive Staff or Consultants:

Pro-ACT, Inc. will provide all additional staff for training as part of this agreement.

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

Date:	October 19, 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 types of special education classes in the district and the nature of discipline violations on campuses will be provided to the trainer.

5. District shall pay Consultant the maximum amount of

\$40,000

for services rendered

to # of people:	70 AUHSD administrators, program specialists, psychologists	# hours per day:	8	# of days:	10
-----------------	---	------------------	---	------------	----

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, indemnify, and defend District, its officers, agents, and employees from every claim or demand and every liability or loss, damage, judgment, 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.
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:

Administrators will be trained in Pro-ACT[®] methods, and a cadre of In-service Instructors will be established. The cadre of In-service Instructors will ultimately train teachers and aides in severely handicapped, autism, and emotionally disturbed classes, and other district employees who may need such training.
 12. What are the technical reasons Consultant is being hired as an Independent Contractor rather than an employee?

This training can only be provided by the organization that developed the methods.

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

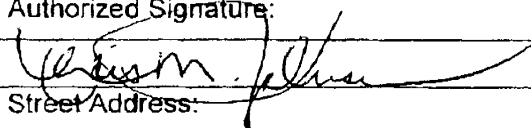
No other technical support is needed.

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

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

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

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

CONSULTANT:	DISTRICT:
Typed Name of consultant (same as page 1):	
Pro-ACT, Inc.	Anaheim Union High School District
Typed Name/Title of Authorized Signatory:	
Lois Johnson/President/CEO	Frederick Navarro
Authorized Signature:	
	
Signature of Assistant Superintendent:	
Street Address:	
P. O. Box 5979	501 Crescent Way, P.O. Box 3520
City, State, Zip Code	
San Clemente, CA 92674-5979	Anaheim, CA 92803-3520
Date:	
September 23, 2009	October 16, 2009

Mark Appropriately:

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

Social Security Number* or Federal Identification Number*

	51-0548332
--	------------

*Or, initial below:

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

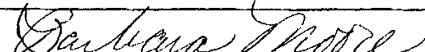
Telephone Number: E-mail Address:

(949) 489-5700	Proact1@cox.net
----------------	-----------------

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

PRINCIPAL/DISTRICT ADMINISTRATOR:

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

Signature:		Date:	September 23, 2009
------------	---	-------	--------------------

Pro-ACT® Professional Assault Crisis Training & Certification

UPDATED: The trusted & respected PART program

Pro-ACT® is a risk management, safety enhancement tool for the organization seeking to establish a zero-restraint environment. Based on principles drawn from evidence-based practice and tested in practice for almost thirty years, Pro-ACT® emphasizes critical thinking and behavioral supports based on assessment. Pro-ACT® offers a basic course (16 hours), a restraint certification course (4 hours), and a Pro-ACT® Course for In-Service Instructors course (four-day) and Pro-ACT® Restraint Certification Course for In-Service Instructors (one-day). Pro-ACT® consists of a set of principles: Purpose, Professionalism, Preparation, Assessment, and Response through crisis communication, evasion, and manual restraint.

Pro-ACT® Objective:

The Pro-ACT® program was designed to provide professionals with the opportunity to develop necessary understanding and skills to avoid or reduce the need for restraint. Pro-ACT® principles focus on maintaining the safety and dignity of the client while keeping everyone safe. The ultimate goal is to help clients learn alternative methods for meeting their needs and developing self-control.

Pro-ACT® Background:

The principles used in Professional Assault Crisis Training have been in continuous development since 1968. These principles are research-based and have proven effective for over 30 years. The latest revisions, new name, and new choices of certification reflect our long-standing emphasis on avoidance in the use of restraint. This is in keeping with recent local, regional, and national trends. Workshops based on these principles are currently being taught in the United States, Canada, Australia, New Zealand, South Africa, Germany, Russia, Finland, and various other countries.

Pro-ACT® Philosophy Is Designed To:

- Respect client rights and the need for a non-coercive environment;
- Minimize the risks associated with emergency response to assaultive behavior;
- Emphasize the role of supervision of employee behavior;
- Encourage strongly worded and strictly enforced policies;
- Promote regular in-service training;
- Support continuous upgrading of skills and knowledge;
- Be free of gender bias;
- Emphasize team skills;
- Provide experience in problem solving.

Pro-ACT® is based on principles rather than techniques

While specific techniques can be re-assuring in the training room, they are not remembered or applied correctly in the crisis. Because no two violent emergencies are exactly alike, it is not possible to provide a single technique to be followed. There is no one right answer. Pro-ACT® provides a framework of

principles to stimulate critical thinking and to set parameters within which to exercise professional judgment. The framework includes professionalism, preparation, problem solving, teamwork, assessment, and effective crisis communication.

Pro-ACT® principles and restraint

Development and implementation of an individualized primary plan (intervention or treatment plan) is the most important vehicle for maintaining safety. The need for restraint, then, can be viewed as an indication of a weakness in the primary plan or a failure to implement the plan. When the primary plan breaks down and assaultive incidents occur, restraint may become necessary, but only as a last resort. In that instance, the restraint is an indicator of a treatment failure.

Guidelines for restraint will include specific principles to be applied when critical thinking and professional judgment will be required

Pro-ACT® Now Offers Two Certification Options

I. Professional Assault Crisis Training In-Service Instructor Certification

consists of four full days of training. Participants must attend all four complete days to receive certification. No exceptions can be made. Participants should dress in loose, comfortable clothes. Long-sleeved shirts/blouses are recommended; low-heeled, closed-toed, fitted shoes are mandatory. Provider approved by the California Board of Registered Nursing, provider #14521; by the California Board of Behavioral Sciences, provider #3772; and by the California Community Care Licensing - Administrator Certification Section, for up to 28 contact hours (7 hours per day).

Certification as a Professional Assault Crisis Training In-service Instructor is dependent on successful completion of the course. The certification both entitles and restricts the In-service Instructor to teach the Basic 16-hour Course for staff of the agency in which he or she is employed.

II. Professional Assault Crisis Training – Restraint Certification for In-Service Instructors who work in facilities where restraint is used. Participants must attend all five complete days to receive certification. No exceptions can be made. Dress code remains as above. Provider approved by the California Board of Registered Nursing, provider #14521; by the California Board of Behavioral Sciences, provider #3772; and by the California Community Care Licensing - Administrator Certification Section, for up to 7 contact hours per day.

Certification as a Professional Assault Crisis Training - Restraint Certification In-Service Instructor is dependent upon successful completion of the five-day course. The certification both entitles and restricts the In-Service Instructor to teach staff of the sponsoring agency in which he or she is employed. The 4-hour Restraint Certification is available only to those employees who have completed the Basic 16-hour portion of the course.

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:

15 th	day of	October	2009
------------------	--------	---------	------

by and between

100 Percent Learning Fun Center

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:

100 Percent Learning Fun Center, a Supplemental Educational Services (SES) provider, will make available after-school tutoring in reading/English language arts, mathematics, and science, to socioeconomically disadvantaged students who attend Ball, Brookhurst, Dale, Orangeview, South, and Sycamore Junior High Schools. 100 Percent Learning Fun Center also serves English learners and students with special needs. The tutoring is to be administered by California Department of Education approved SES providers, in accordance with policies prescribed in the No Child Left Behind (NCLB) Act of 2001.
--

Site/School:	Ball Junior High School Brookhurst Junior High School Dale Junior High School Orangeview Junior High School South Junior High School Sycamore Junior High School	Funds (Cost Center):	Title I (3810)
--------------	---	----------------------------	----------------

2. List of Other Supportive Staff or Consultants:

Special Programs Office staff, Susan Stocks and Maribel Chavez, manage SES providers, in accordance with NCLB regulations.
--

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

Date:	November 2, 2009
-------	------------------

and shall diligently perform as specified and complete performance by:

Date:	May 15, 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:

Anaheim Union High School District (AUHSD) provided an information packet derived from the federal SES non-regulatory guidance, and discussed the information with prospective SES service providers at the SES service provider's meeting, on August 12, 2009.

5. District shall pay Consultant the maximum amount of

SES tutoring services are available to eligible students for a maximum of 21 hours and/or \$1,256.63 per student, or the most current state approved cost per student not to exceed \$15,000.

for services rendered

Total # of people:	1 to 8 students per tutor.	# hours per day:	1 to 3 hours per session.	#of days:	3 to 4 days per week.
--------------------	----------------------------	------------------	---------------------------	-----------	-----------------------

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 Consultant agrees to the following requirements which are consistent with federal and state law:

- a. Assess and diagnose reading, math and/or science needs of each student, develop an SES Student Learning Plan in consultation with the parent that identifies specific achievement goals, and develop a timetable for each student's expected improvement. 20 U.S.C. §6316 (e)(3)(A).
- b. Meet the student for a minimum of two hours per week at a site determined by the parent/guardian and the consultant. 20 U.S.C. §6316 (e)(3)(A) and (B).
- c. Use research-proven instructional strategies that are designed to increase student academic achievement and are consistent with district and state content and achievement standards. 20 U.S.C. §6316 (e)(12)(C).
- d. Report to the parent/guardian: (1) the results of the initial assessment, (2) progress reports at least once per month, and (3) notify the parent when student is absent from the program. 20 U.S.C. §6316(e)(3)(A) and (B).
- e. Report to the district each student's progress by site, at least once every four weeks of instruction and report student's participation. The district will forward communications to the individual school. 20 U.S.C. §6316(e)(3)(A) and (B).

- f. Monitor student attendance. 20 U.S.C. §6316 (e)(3)(A) and (B).
- g. By June 15, 2010, the Consultant will provide the Special Programs Office a closing report (sorted by school), containing a list of participating students that includes the first and last date of participation and pre/post-testing data. 20 U.S.C. §6316(e)(3)(A) and (B). Final payment will not be issued until the district receives the closing reports for each student.
- h. The consultant will not disclose to the public the identity of any student eligible for, or receiving supplemental education services without written permission from the student's parents. 20 U.S.C. §6316 (e)(3)(E).
- i. The consultant will comply with all applicable health, safety and civil rights laws. 20 U.S.C. §6316 (e)(5)(C).
- j. The consultant agrees that the services will be secular, neutral, and non-ideological. NCLB Section 1116(e)(5)(D); 34 C.F.R. §200.47(b)(2)(ii)(D).
- k. Prior to beginning services, Consultant will provide the district proof of the following:
 - (1) A current liability insurance policy with a minimum coverage amount of one million dollars. The required certificate of insurance must include an additional insured endorsement, naming AUHSD as an additional insured under the policy.
 - (2) Proof of being fiscally sound. Title 5 SES (13075.2(c)(1)-(21).
 - (3) Evidence of being legally constituted to conduct business within the state of California. Title 5 SES (13075.2(c)(1)-(21)).
 - (4) Verification that the provider has not been removed from the state SES provider's list. Title 5 SES (13075.2(c)(1)-(21))]
- l. When providing a facility for meeting with students, consultant insures that the facility meets all applicable federal, state, and local health and safety laws. Title 5 SES (13075.2(c)(1)-(21).
- m. No later than June 15, 2010, consultant will submit to the Special Programs Office a final invoice for services rendered during the 2009-10 fiscal year.
- n. In addition to Paragraph 6 herein, the district may terminate this agreement for the following reasons:
 - (1) If consultant fails to meet the individual student achievement goals and timelines identified in paragraph (11)(a), the agreement to continue providing services to that student, may be terminated.
 - (2) Consultant fails to meet all of the requirements contained herein.
- o. If this agreement is terminated, the money designated for the consultant will be disencumbered.

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

Supplemental Educational Services are a requirement of NCLB, for schools that are designated years two through five of Program Improvement, and receive Title I funding.

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


The Special Programs Office annually disseminates the following information to state approved SES providers: which AUHSD schools offer SES, the process for becoming an AUHSD SES provider, and the requirements for providers specified in federal SES non-regulatory guidance. The Special Programs Office also assists SES providers with: publicizing the tutoring services, processing payments, processing students' SES applications, and student SES plan.

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

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

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

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

CONSULTANT:	DISTRICT:
Typed Name of consultant (same as page 1):	
100 Percent Learning Fun Center	Anaheim Union High School District
Typed Name/Title of Authorized Signatory:	
Kartika Wijaya/Account Manager	Frederick Navarro
Authorized Signature:	
	
Signature of Assistant Superintendent:	
Street Address:	
1100 S. Hope St. Suite 103	501 Crescent Way, P.O. Box 3520
City, State, Zip Code	
Los Angeles, CA 90008	Anaheim, CA 92803-3520
Date:	
09/10/09	

Mark Appropriately:

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

Social Security Number* or X Federal Identification Number*

	34-2053005
--	------------

*Or, initial below:

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

Telephone Number:


E-mail Address:

(310) 928-1037	Kartika@learningfuncenter.com
----------------	-------------------------------

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

PRINCIPAL/DISTRICT ADMINISTRATOR:

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

Signature:		Date:	9/10/09
------------	---	-------	---------



100% Learning Fun Center
1100 S Hope St, Suite 103
Los Angeles, CA 90015

100% Learning Fun Center (LFC) offers an exciting tutorial program designed to motivate students who are in need of academic assistance in making an easy transition to the next level. Our program promotes self-esteem and confidence building, creating better study habits, and most importantly establishing academic goals and following through with major academic improvement. 100% Learning Fun Center's program is designed to address Reading and Language Arts, Mathematics, Science and English Language Learning. 100% Learning Fun Center's academic standards are practically identical if not parallel to the California – adopted academic content standards in English Language-Arts, Mathematics and Science. Our standards encompass **Five Strands** that interweave into a cohesive role that operates our program and achievement: Pre and Post Tests to determine each student's academic strengths and weaknesses; Customized Curriculum for grades Kinder –12 that focuses on increasing the student's academic proficiency in the fundamentals of English Language-Arts, Mathematics and Science. This strand is most important because it ensures that the student would have mastered what he/she was taught throughout the duration of his/her tutoring with 100% LFC; Written Evaluations including, but not limited to, progress reports and student learning plans that monitor students' improvement and makes suggestions; Short and long term goals, should a student fail to a short term goal our instructors reexamine the lesson and through perseverance, exertion and repetition help students meet academic goals; Finally Incentives, 100% LFC creates incentives for outstanding employees and students. Instructors that are hardworking and successful in helping students achieve academic goals are rewarded through fiscal promotions, and are honored. Our frameworks for grades Kinder – 12 are innovative. For example, a student being tutored in English Language-Arts may review various stories on current athletes, politicians, or figures that the student can relate to. 100% Learning Fun Center concentrates on supplementing every individual student's education. Our curriculum frameworks for English Language-Arts encompass a variety of instructional materials: Milliken Publishing Materials, Edhelper, Burns Roe Word Lists and Practice CAT Exams. We use Milliken Publishing materials because they are current, full of activities and promote students to be interactive during lessons, independent thinkers, outspoken and problem solvers. We encourage our tutors to implement tools and resources they find tactful and useful that we may or may not supply that will further supplement the student's academics. 100% LFC realizes that students attend school full-time; therefore we provide a fun learning environment before and/or after school, wherein students can enjoy themselves and be rewarded. In an effort to stimulate students' desire for learning and enhancing their overall achievement as an individual and in school, we set the highest quality of standards towards every student and his/her education.

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:

15 th	day of	October	2009
------------------	--------	---------	------

by and between

A to Z In-Home Tutoring, LLC.

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:

A to Z In-Home Tutoring, LLC., a Supplemental Educational Services (SES) provider, will make available after-school tutoring in reading/English language arts, mathematics, and science, to socioeconomically disadvantaged students who attend Ball, Brookhurst, Dale, Orangeview, South, and Sycamore Junior High Schools. A to Z In-Home Tutoring, LLC. also serves English learners and students with special needs. The tutoring is to be administered by California Department of Education approved SES providers, in accordance with policies prescribed in the No Child Left Behind (NCLB) Act of 2001.

Site/School:	Ball Junior High School Brookhurst Junior High School Dale Junior High School Orangeview Junior High School South Junior High School Sycamore Junior High School	Funds (Cost Center):	Title I (3810)
--------------	---	----------------------------	----------------

2. List of Other Supportive Staff or Consultants:

Special Programs Office staff, Susan Stocks and Maribel Chavez, manage SES providers, in accordance with NCLB regulations.

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

Date:	November 2, 2009
-------	------------------

and shall diligently perform as specified and complete performance by:

Date:	May 15, 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:

Anaheim Union High School District (AUHSD) provided an information packet derived from the federal SES non-regulatory guidance, and discussed the information with prospective SES service providers at the SES service provider's meeting, on August 12, 2009.

5. District shall pay Consultant the maximum amount of

SES tutoring services are available to eligible students for a maximum of 19 hours and/or \$1,256.63 per student, or the most current state approved cost per student not to exceed \$25,000.

for services rendered

Total # of people:	Maximum of 70 students.	# hours per day:	1.5 to 2 hours per session.	#of days:	Determined by parent and tutor.
--------------------	-------------------------	------------------	-----------------------------	-----------	---------------------------------

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 Consultant agrees to the following requirements which are consistent with federal and state law:

- a. Assess and diagnose reading, math and/or science needs of each student, develop an SES Student Learning Plan in consultation with the parent that identifies specific achievement goals, and develop a timetable for each student's expected improvement. 20 U.S.C. §6316 (e)(3)(A).
- b. Meet the student for a minimum of two hours per week at a site determined by the parent/guardian and the consultant. 20 U.S.C. §6316 (e)(3)(A) and (B).
- c. Use research-proven instructional strategies that are designed to increase student academic achievement and are consistent with district and state content and achievement standards. 20 U.S.C. §6316 (e)(12)(C).
- d. Report to the parent/guardian: (1) the results of the initial assessment, (2) progress reports at least once per month, and (3) notify the parent when student is absent from the program. 20 U.S.C. §6316(e)(3)(A) and (B).
- e. Report to the district each student's progress by site, at least once every four weeks of instruction and report student's participation. The district will forward communications to the individual school. 20 U.S.C. §6316(e)(3)(A) and (B).

- f. Monitor student attendance. 20 U.S.C. §6316 (e)(3)(A) and (B).
- g. By June 15, 2010, the Consultant will provide the Special Programs Office a closing report (sorted by school), containing a list of participating students that includes the first and last date of participation and pre/post-testing data. 20 U.S.C. §6316(e)(3)(A) and (B). Final payment will not be issued until the district receives the closing reports for each student.
- h. The consultant will not disclose to the public the identity of any student eligible for, or receiving supplemental education services without written permission from the student's parents. 20 U.S.C. §6316 (e)(3)(E).
- i. The consultant will comply with all applicable health, safety and civil rights laws. 20 U.S.C. §6316 (e)(5)(C).
- j. The consultant agrees that the services will be secular, neutral, and non-ideological. NCLB Section 1116(e)(5)(D); 34 C.F.R. §200.47(b)(2)(ii)(D).
- k. Prior to beginning services, Consultant will provide the district proof of the following:
 - (1) A current liability insurance policy with a minimum coverage amount of one million dollars. The required certificate of insurance must include an additional insured endorsement, naming AUHSD as an additional insured under the policy.
 - (2) Proof of being fiscally sound. Title 5 SES (13075.2(c)(1)-(21).
 - (3) Evidence of being legally constituted to conduct business within the state of California. Title 5 SES (13075.2(c)(1)-(21)).
 - (4) Verification that the provider has not been removed from the state SES provider's list. Title 5 SES (13075.2(c)(1)-(21))]
- l. When providing a facility for meeting with students, consultant insures that the facility meets all applicable federal, state, and local health and safety laws. Title 5 SES (13075.2(c)(1)-(21).
- m. No later than June 15, 2010, consultant will submit to the Special Programs Office a final invoice for services rendered during the 2009-10 fiscal year.
- n. In addition to Paragraph 6 herein, the district may terminate this agreement for the following reasons:
 - (1) If consultant fails to meet the individual student achievement goals and timelines identified in paragraph (11)(a), the agreement to continue providing services to that student, may be terminated.
 - (2) Consultant fails to meet all of the requirements contained herein.
- o. If this agreement is terminated, the money designated for the consultant will be disencumbered.

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

Supplemental Educational Services are a requirement of NCLB, for schools that are designated years two through five of Program Improvement, and receive Title I funding.

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

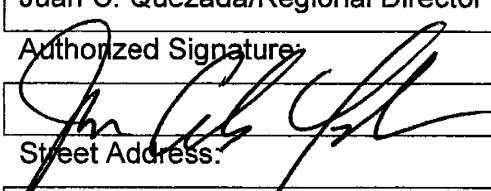
The Special Programs Office annually disseminates the following information to state approved SES providers: which AUHSD schools offer SES, the process for becoming an AUHSD SES provider, and the requirements for providers specified in federal SES non-regulatory guidance. The Special Programs Office also assists SES providers with: publicizing the tutoring services, processing payments, processing students' SES applications, and student SES plan.

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

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

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

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

CONSULTANT:		DISTRICT:	
Typed Name of consultant (same as page 1):			
A to Z In-Home Tutoring, LLC.		Anaheim Union High School District	
Typed Name/Title of Authorized Signatory:		Typed Name of Assistant Superintendent:	
Juan C. Quezada/Regional Director		Frederick Navarro	
Authorized Signature:		Signature of Assistant Superintendent:	
			
Street Address:		Street Address:	
4281 Katella Ave. Ste. 201		501 Crescent Way, P.O. Box 3520	
City, State, Zip Code		City, State, Zip Code	
Los Alamitos, CA 90720		Anaheim, CA 92803-3520	
Date:		Date:	
09/10/09			

Mark Appropriately:

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

Social Security Number* or X Federal Identification Number*

	61-1436598
--	------------

*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:

(562) 467-5446	jquezada@atoztutoring.com
----------------	---------------------------

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

PRINCIPAL/DISTRICT ADMINISTRATOR:

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

Signature:		Date:	9/10/09
------------	---	-------	---------

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

EDUCATIONAL CONSULTING AGREEMENT

THIS AGREEMENT is made and entered into this:

15 th	day of	October	2009
------------------	--------	---------	------

by and between

A Tree of Knowledge Educational Services, Inc.

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

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

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

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

WHEREAS such services are needed on a limited basis.

NOW, THEREFORE, the parties hereto agree as follows:

1. Services to be provided by Consultant:

A Tree of Knowledge Educational Services, Inc., a Supplemental Educational Services (SES) provider, will make available after-school tutoring in reading/English language arts, mathematics, and science, to socioeconomically disadvantaged students who attend Ball, Brookhurst, Dale, Orangeview, South, and Sycamore Junior High Schools. A Tree of Knowledge Educational Services, Inc. also serves English learners and students with special needs. The tutoring is to be administered by California Department of Education approved SES providers, in accordance with policies prescribed in the No Child Left Behind (NCLB) Act of 2001.

Site/School:	Ball Junior High School Brookhurst Junior High School Dale Junior High School Orangeview Junior High School South Junior High School Sycamore Junior High School	Funds (Cost Center):	Title I (3810)
--------------	---	----------------------------	----------------

2. List of Other Supportive Staff or Consultants:

Special Programs Office staff, Susan Stocks and Maribel Chavez, manage SES providers, in accordance with NCLB regulations.

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

Date:	November 2, 2009
-------	------------------

and shall diligently perform as specified and complete performance by:

Date:	May 15, 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:

Anaheim Union High School District (AUHSD) provided an information packet derived from the federal SES non-regulatory guidance, and discussed the information with prospective SES service providers at the SES service provider's meeting, on August 12, 2009.

5. District shall pay Consultant the maximum amount of

SES tutoring services are available to eligible students for a maximum of 19 hours and/or \$1,256.63 per student, or the most current state approved cost per student not to exceed \$15,000.

for services rendered

Total # of people:	One student per tutor.	# hours per day:	1.5 to 2 hours per session.	#of days:	1 to 3 days per week.
--------------------	------------------------	------------------	-----------------------------	-----------	-----------------------

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 Consultant agrees to the following requirements which are consistent with federal and state law:

- a. Assess and diagnose reading, math and/or science needs of each student, develop an SES Student Learning Plan in consultation with the parent that identifies specific achievement goals, and develop a timetable for each student's expected improvement. 20 U.S.C. §6316 (e)(3)(A).
- b. Meet the student for a minimum of two hours per week at a site determined by the parent/guardian and the consultant. 20 U.S.C. §6316 (e)(3)(A) and (B).
- c. Use research-proven instructional strategies that are designed to increase student academic achievement and are consistent with district and state content and achievement standards. 20 U.S.C. §6316 (e)(12)(C).
- d. Report to the parent/guardian: (1) the results of the initial assessment, (2) progress reports at least once per month, and (3) notify the parent when student is absent from the program. 20 U.S.C. §6316(e)(3)(A) and (B).
- e. Report to the district each student's progress by site, at least once every four weeks of instruction and report student's participation. The district will forward communications to the individual school. 20 U.S.C. §6316(e)(3)(A) and (B).

- f. Monitor student attendance. 20 U.S.C. §6316 (e)(3)(A) and (B).
- g. By June 15, 2010, the Consultant will provide the Special Programs Office a closing report (sorted by school), containing a list of participating students that includes the first and last date of participation and pre/post-testing data. 20 U.S.C. §6316(e)(3)(A) and (B). Final payment will not be issued until the district receives the closing reports for each student.
- h. The consultant will not disclose to the public the identity of any student eligible for, or receiving supplemental education services without written permission from the student's parents. 20 U.S.C. §6316 (e)(3)(E).
- i. The consultant will comply with all applicable health, safety and civil rights laws. 20 U.S.C. §6316 (e)(5)(C).
- j. The consultant agrees that the services will be secular, neutral, and non-ideological. NCLB Section 1116(e)(5)(D); 34 C.F.R. §200.47(b)(2)(ii)(D).
- k. Prior to beginning services, Consultant will provide the district proof of the following:
 - (1) A current liability insurance policy with a minimum coverage amount of one million dollars. The required certificate of insurance must include an additional insured endorsement, naming AUHSD as an additional insured under the policy.
 - (2) Proof of being fiscally sound. Title 5 SES (13075.2(c)(1)-(21).
 - (3) Evidence of being legally constituted to conduct business within the state of California. Title 5 SES (13075.2(c)(1)-(21)).
 - (4) Verification that the provider has not been removed from the state SES provider's list. Title 5 SES (13075.2(c)(1)-(21))]
- l. When providing a facility for meeting with students, consultant insures that the facility meets all applicable federal, state, and local health and safety laws. Title 5 SES (13075.2(c)(1)-(21).
- m. No later than June 15, 2010, consultant will submit to the Special Programs Office a final invoice for services rendered during the 2009-10 fiscal year.
- n. In addition to Paragraph 6 herein, the district may terminate this agreement for the following reasons:
 - (1) If consultant fails to meet the individual student achievement goals and timelines identified in paragraph (11)(a), the agreement to continue providing services to that student, may be terminated.
 - (2) Consultant fails to meet all of the requirements contained herein.
- o. If this agreement is terminated, the money designated for the consultant will be disencumbered.

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

Supplemental Educational Services are a requirement of NCLB, for schools that are designated years two through five of Program Improvement, and receive Title I funding.

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

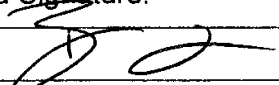
The Special Programs Office annually disseminates the following information to state approved SES providers: which AUHSD schools offer SES, the process for becoming an AUHSD SES provider, and the requirements for providers specified in federal SES non-regulatory guidance. The Special Programs Office also assists SES providers with: publicizing the tutoring services, processing payments, processing students' SES applications, and student SES plan.

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

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

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

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

CONSULTANT:		DISTRICT:	
Typed Name of consultant (same as page 1):			
A Tree of Knowledge Educational Services, Inc.		Anaheim Union High School District	
Typed Name/Title of Authorized Signatory:		Typed Name of Assistant Superintendent:	
Brandon Edwards/President		Frederick Navarro	
Authorized Signature:		Signature of Assistant Superintendent:	
			
Street Address:		Street Address:	
10600 Sepulveda Blvd. Ste 107		501 Crescent Way, P.O. Box 3520	
City, State, Zip Code		City, State, Zip Code	
Mission Hills, CA 91345		Anaheim, CA 92803-3520	
Date:		Date:	
09/10/09			

Mark Appropriately:

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

Social Security Number* or X Federal Identification Number*

	20-5554673
--	------------

*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:

(818) 256-1666	bedwards@tree-of-knowledge.net
----------------	--------------------------------

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

PRINCIPAL/DISTRICT ADMINISTRATOR:

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

Signature:		Date:	9/10/09
------------	---	-------	---------

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

EDUCATIONAL CONSULTING AGREEMENT

THIS AGREEMENT is made and entered into this:

15 th	day of	October	2009
------------------	--------	---------	------

by and between

A+ Educational Centers

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:

A+ Educational Centers, a Supplemental Educational Services (SES) provider, will make available after-school tutoring in reading/English language arts, mathematics, and science, to socioeconomically disadvantaged students who attend Ball, Brookhurst, Dale, Orangeview, South, and Sycamore Junior High Schools. A+ Educational Centers also serves English learners and students with special needs. The tutoring is to be administered by California Department of Education approved SES providers, in accordance with policies prescribed in the No Child Left Behind (NCLB) Act of 2001.

Site/School:	Ball Junior High School Brookhurst Junior High School Dale Junior High School Orangeview Junior High School South Junior High School Sycamore Junior High School	Funds (Cost Center):	Title I (3810)
--------------	---	----------------------------	----------------

2. List of Other Supportive Staff or Consultants:

Special Programs Office staff, Susan Stocks and Maribel Chavez, manage SES providers, in accordance with NCLB regulations.

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

Date:	November 2, 2009
-------	------------------

and shall diligently perform as specified and complete performance by:

Date:	May 15, 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:

Anaheim Union High School District (AUHSD) provided an information packet derived from the federal SES non-regulatory guidance, and discussed the information with prospective SES service providers at the SES service provider's meeting, on August 12, 2009.

5. District shall pay Consultant the maximum amount of

SES tutoring services are available to eligible students for a maximum of 15.7 hours and/or \$1,256.63 per student, or the most current state approved cost per student not to exceed \$50,000.

for services rendered

Total # of people:	1 to 5 students per tutor.	# hours per day:	Up to 2 hours per session.	#of days:	1 to 3 days per week.
--------------------	----------------------------	------------------	----------------------------	-----------	-----------------------

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 Consultant agrees to the following requirements which are consistent with federal and state law:

- a. Assess and diagnose reading, math and/or science needs of each student, develop an SES Student Learning Plan in consultation with the parent that identifies specific achievement goals, and develop a timetable for each student's expected improvement. 20 U.S.C. §6316 (e)(3)(A).
- b. Meet the student for a minimum of two hours per week at a site determined by the parent/guardian and the consultant. 20 U.S.C. §6316 (e)(3)(A) and (B).
- c. Use research-proven instructional strategies that are designed to increase student academic achievement and are consistent with district and state content and achievement standards. 20 U.S.C. §6316 (e)(12)(C).
- d. Report to the parent/guardian: (1) the results of the initial assessment, (2) progress reports at least once per month, and (3) notify the parent when student is absent from the program. 20 U.S.C. §6316(e)(3)(A) and (B).
- e. Report to the district each student's progress by site, at least once every four weeks of instruction and report student's participation. The district will forward communications to the individual school. 20 U.S.C. §6316(e)(3)(A) and (B).

- f. Monitor student attendance. 20 U.S.C. §6316 (e)(3)(A) and (B).
- g. By June 15, 2010, the Consultant will provide the Special Programs Office a closing report (sorted by school), containing a list of participating students that includes the first and last date of participation and pre/post-testing data. 20 U.S.C. §6316(e)(3)(A) and (B). Final payment will not be issued until the district receives the closing reports for each student.
- h. The consultant will not disclose to the public the identity of any student eligible for, or receiving supplemental education services without written permission from the student's parents. 20 U.S.C. §6316 (e)(3)(E).
- i. The consultant will comply with all applicable health, safety and civil rights laws. 20 U.S.C. §6316 (e)(5)(C).
- j. The consultant agrees that the services will be secular, neutral, and non-ideological. NCLB Section 1116(e)(5)(D); 34 C.F.R. §200.47(b)(2)(ii)(D).
- k. Prior to beginning services, Consultant will provide the district proof of the following:
 - (1) A current liability insurance policy with a minimum coverage amount of one million dollars. The required certificate of insurance must include an additional insured endorsement, naming AUHSD as an additional insured under the policy.
 - (2) Proof of being fiscally sound. Title 5 SES (13075.2(c)(1)-(21).
 - (3) Evidence of being legally constituted to conduct business within the state of California. Title 5 SES (13075.2(c)(1)-(21)).
 - (4) Verification that the provider has not been removed from the state SES provider's list. Title 5 SES (13075.2(c)(1)-(21))]
- l. When providing a facility for meeting with students, consultant insures that the facility meets all applicable federal, state, and local health and safety laws. Title 5 SES (13075.2(c)(1)-(21).
- m. No later than June 15, 2010, consultant will submit to the Special Programs Office a final invoice for services rendered during the 2009-10 fiscal year.
- n. In addition to Paragraph 6 herein, the district may terminate this agreement for the following reasons:
 - (1) If consultant fails to meet the individual student achievement goals and timelines identified in paragraph (11)(a), the agreement to continue providing services to that student, may be terminated.
 - (2) Consultant fails to meet all of the requirements contained herein.
- o. If this agreement is terminated, the money designated for the consultant will be disencumbered.

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

Supplemental Educational Services are a requirement of NCLB, for schools that are designated years two through five of Program Improvement, and receive Title I funding.

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

The Special Programs Office annually disseminates the following information to state approved SES providers: which AUHSD schools offer SES, the process for becoming an AUHSD SES provider, and the requirements for providers specified in federal SES non-regulatory guidance. The Special Programs Office also assists SES providers with: publicizing the tutoring services, processing payments, processing students' SES applications, and student SES plan.

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

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

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

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

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

Typed Name of consultant (same as page 1):

A+ Educational Centers	Anaheim Union High School District
------------------------	------------------------------------

Typed Name/Title of Authorized Signatory: Typed Name of Assistant Superintendent:

Jennifer Valdman/Director	Frederick Navarro
---------------------------	-------------------

Authorized Signature: Signature of Assistant Superintendent:

--	--

Street Address: Street Address:

29752 Baden Place	501 Crescent Way, P.O. Box 3520
-------------------	---------------------------------

City, State, Zip Code City, State, Zip Code

Malibu, CA 90265	Anaheim, CA 92803-3520
------------------	------------------------

Date: Date:

9/10/09	
---------	--

Mark Appropriately:

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

Social Security Number* or X Federal Identification Number*

	03-0552896
--	------------

*Or, initial below:

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

Telephone Number: E-mail Address:

(310) 457-7657	jennifer@aplus4u.com
----------------	----------------------

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

PRINCIPAL/DISTRICT ADMINISTRATOR:

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

Signature:		Date:	9/10/09
------------	--	-------	---------

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

EDUCATIONAL CONSULTING AGREEMENT

THIS AGREEMENT is made and entered into this:

15 th	day of	October	2009
------------------	--------	---------	------

by and between

AAA Academics

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:

AAA Academics, a Supplemental Educational Services (SES) provider, will make available after-school tutoring in reading/English language arts, mathematics, and science, to socioeconomically disadvantaged students who attend Ball, Brookhurst, Dale, Orangeview, South, and Sycamore Junior High Schools. AAA Academics also serves English learners and students with special needs. The tutoring is to be administered by California Department of Education approved SES providers, in accordance with policies prescribed in the No Child Left Behind (NCLB) Act of 2001.

Site/School:	Ball Junior High School Brookhurst Junior High School Dale Junior High School Orangeview Junior High School South Junior High School Sycamore Junior High School	Funds (Cost Center):	Title I (3810)
--------------	---	----------------------------	----------------

2. List of Other Supportive Staff or Consultants:

Special Programs Office staff, Susan Stocks and Maribel Chavez, manage SES providers, in accordance with NCLB regulations.

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

Date:	November 2, 2009
-------	------------------

and shall diligently perform as specified and complete performance by:

Date:	May 15, 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:

Anaheim Union High School District (AUHSD) provided an information packet derived from the federal SES non-regulatory guidance, and discussed the information with prospective SES service providers at the SES service provider's meeting, on August 12, 2009.

5. District shall pay Consultant the maximum amount of

SES tutoring services are available to eligible students for a maximum of 17 hours and/or \$1,256.63 per student, or the most current state approved cost per student not to exceed \$15,000.

for services rendered

Total # of people:	One student per tutor.	# hours per day:	1.5 to 2 hours per session.	#of days:	1 to 3 days per week.
--------------------	------------------------	------------------	-----------------------------	-----------	-----------------------

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 Consultant agrees to the following requirements which are consistent with federal and state law:

- | |
|---|
| <ul style="list-style-type: none">a. Assess and diagnose reading, math and/or science needs of each student, develop an SES Student Learning Plan in consultation with the parent that identifies specific achievement goals, and develop a timetable for each student's expected improvement. 20 U.S.C. §6316 (e)(3)(A).b. Meet the student for a minimum of two hours per week at a site determined by the parent/guardian and the consultant. 20 U.S.C. §6316 (e)(3)(A) and (B).c. Use research-proven instructional strategies that are designed to increase student academic achievement and are consistent with district and state content and achievement standards. 20 U.S.C. §6316 (e)(12)(C).d. Report to the parent/guardian: (1) the results of the initial assessment, (2) progress reports at least once per month, and (3) notify the parent when student is absent from the program. 20 U.S.C. §6316(e)(3)(A) and (B).e. Report to the district each student's progress by site, at least once every four weeks of instruction and report student's participation. The district will forward communications to the individual school. 20 U.S.C. §6316(e)(3)(A) and (B). |
|---|

- f. Monitor student attendance. 20 U.S.C. §6316 (e)(3)(A) and (B).
- g. By June 15, 2010, the Consultant will provide the Special Programs Office a closing report (sorted by school), containing a list of participating students that includes the first and last date of participation and pre/post-testing data. 20 U.S.C. §6316(e)(3)(A) and (B). Final payment will not be issued until the district receives the closing reports for each student.
- h. The consultant will not disclose to the public the identity of any student eligible for, or receiving supplemental education services without written permission from the student's parents. 20 U.S.C. §6316 (e)(3)(E).
- i. The consultant will comply with all applicable health, safety and civil rights laws. 20 U.S.C. §6316 (e)(5)(C).
- j. The consultant agrees that the services will be secular, neutral, and non-ideological. NCLB Section 1116(e)(5)(D); 34 C.F.R. §200.47(b)(2)(ii)(D).
- k. Prior to beginning services, Consultant will provide the district proof of the following:
 - (1) A current liability insurance policy with a minimum coverage amount of one million dollars. The required certificate of insurance must include an additional insured endorsement, naming AUHSD as an additional insured under the policy.
 - (2) Proof of being fiscally sound. Title 5 SES (13075.2(c)(1)-(21).
 - (3) Evidence of being legally constituted to conduct business within the state of California. Title 5 SES (13075.2(c)(1)-(21)).
 - (4) Verification that the provider has not been removed from the state SES provider's list. Title 5 SES (13075.2(c)(1)-(21))]
- l. When providing a facility for meeting with students, consultant insures that the facility meets all applicable federal, state, and local health and safety laws. Title 5 SES (13075.2(c)(1)-(21).
- m. No later than June 15, 2010, consultant will submit to the Special Programs Office a final invoice for services rendered during the 2009-10 fiscal year.
- n. In addition to Paragraph 6 herein, the district may terminate this agreement for the following reasons:
 - (1) If consultant fails to meet the individual student achievement goals and timelines identified in paragraph (11)(a), the agreement to continue providing services to that student, may be terminated.
 - (2) Consultant fails to meet all of the requirements contained herein.
- o. If this agreement is terminated, the money designated for the consultant will be disencumbered.

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

Supplemental Educational Services are a requirement of NCLB, for schools that are designated years two through five of Program Improvement, and receive Title I funding.

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

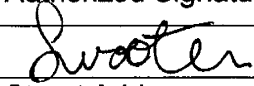
The Special Programs Office annually disseminates the following information to state approved SES providers: which AUHSD schools offer SES, the process for becoming an AUHSD SES provider, and the requirements for providers specified in federal SES non-regulatory guidance. The Special Programs Office also assists SES providers with: publicizing the tutoring services, processing payments, processing students' SES applications, and student SES plan.

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

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

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

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

CONSULTANT:		DISTRICT:	
Typed Name of consultant (same as page 1):			
AAA Academics		Anaheim Union High School District	
Typed Name/Title of Authorized Signatory:		Typed Name of Assistant Superintendent:	
Stacey Wooten/Director		Frederick Navarro	
Authorized Signature:		Signature of Assistant Superintendent:	
			
Street Address:		Street Address:	
10850 Wilshire Blvd. Suite 1025		501 Crescent Way, P.O. Box 3520	
City, State, Zip Code		City, State, Zip Code	
Los Angeles, CA 90024		Anaheim, CA 92803-3520	
Date:		Date:	
9/10/09			

Mark Appropriately:

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

Social Security Number* or Federal Identification Number*

	26-3342472
--	------------

*Or, initial below:

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

Telephone Number:


E-mail Address:

(310) 622-4405	stacey@aaaacademics.net
----------------	-------------------------

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

PRINCIPAL/DISTRICT ADMINISTRATOR:

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

Signature:		Date:	9/10/09
------------	---	-------	---------



AAA ACADEMICS

Program Description

AAA Academics is an approved Supplemental Education Service (SES) Provider and has the privilege of providing free, high quality tutoring to children who meet state and federal requirements.

Our program is designed to accompany and accelerate classroom studies and to increase students' academic achievement in English Language Arts and Mathematics. Our curriculum is precisely aligned with state-adopted academic content standards so that tutoring sessions will augment classroom learning. All of our tutoring takes place on a one-to-one basis so that students are insured individual attention during their sessions. Our tutors are available seven days a week: we are available during afterschool hours on weekdays and from 8am to 8pm on the weekends. Tutoring takes place in the convenience of the student's home or a local library.

AAA Academics uses Houghton Mifflin's Afterschool Achievers Reading/Language Arts program, which is aligned with No Child Left Behind and Reading First areas of instruction. This program provides practice to improve students' proficiency with fluency, comprehension, and word study (phonemic awareness, phonics, and vocabulary) skills. Likewise, the Afterschool Achievers Math Club program is aligned with No Child Left Behind and Title I enrichment programs. This program provides practice to improve students' proficiency with number sense, basic operations, algebra, geometry, measurement, mental math, and problem solving.

At the beginning of the program, our tutor administers a pre-assessment to his or her student, reviews the student's state test scores, and consults the student's parents in order to create an individualized learning plan and target areas of concern. Throughout the tutoring process, the tutor evaluates the student through informal observations and formal assessments in order to insure the learning goals are being reached. At the end of the tutoring hours, the tutor administers a post-assessment to measure student progress of the learning goals and informs parents and the school of the results. Ninety-five percent of our students show an improvement between the pre and post-assessment.

Our hiring process includes a specialized search for bilingual tutors who have experience working with English Language Learners and will be able to provide primary language support to ELL students as well as to communicate with their families. AAA Academics also employs tutors who have special education credentials and experience helping students with learning challenges, including students struggling with ADD and ADHD, autism, visual and auditory processing disorders, behavioral issues, and developmental delays. Our program aims to fully support all students and we are dedicated to facilitating student learning and academic improvement.

AAA Academics
10850 Wilshire Blvd. #1025
Los Angeles, CA 90024
310-734-6013

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:

15 th	day of	October	2009
------------------	--------	---------	------

by and between

Academic Advantage, The

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:

Academic Advantage, The, Supplemental Educational Services (SES) provider, will make available after-school tutoring in reading/English language arts, mathematics, and science, to socioeconomically disadvantaged students who attend Ball, Brookhurst, Dale, Orangeview, South, and Sycamore Junior High Schools. Academic Advantage, The also serves English learners and students with special needs. The tutoring is to be administered by California Department of Education approved SES providers, in accordance with policies prescribed in the No Child Left Behind (NCLB) Act of 2001.
--

Site/School:	Ball Junior High School Brookhurst Junior High School Dale Junior High School Orangeview Junior High School South Junior High School Sycamore Junior High School	Funds (Cost Center):	Title I (3810)
--------------	---	----------------------------	----------------

2. List of Other Supportive Staff or Consultants:

Special Programs Office staff, Susan Stocks and Maribel Chavez, manage SES providers, in accordance with NCLB regulations.
--

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

Date:	November 2, 2009
-------	------------------

and shall diligently perform as specified and complete performance by:

Date:	May 15, 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:

Anaheim Union High School District (AUHSD) provided an information packet derived from the federal SES non-regulatory guidance, and discussed the information with prospective SES service providers at the SES service provider's meeting, on August 12, 2009.

5. District shall pay Consultant the maximum amount of

SES tutoring services are available to eligible students for a maximum of 28 hours and/or \$1,256.63 per student, or the most current state approved cost per student not to exceed \$30,000.

for services rendered

Total # of people:	One student per tutor.	# hours per day:	1.5 to 2 hours per session.	#of days:	1 to 5 days per week.
--------------------	------------------------	------------------	-----------------------------	-----------	-----------------------

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 Consultant agrees to the following requirements which are consistent with federal and state law:

- | |
|---|
| <ul style="list-style-type: none">a. Assess and diagnose reading, math and/or science needs of each student, develop an SES Student Learning Plan in consultation with the parent that identifies specific achievement goals, and develop a timetable for each student's expected improvement. 20 U.S.C. §6316 (e)(3)(A).b. Meet the student for a minimum of two hours per week at a site determined by the parent/guardian and the consultant. 20 U.S.C. §6316 (e)(3)(A) and (B).c. Use research-proven instructional strategies that are designed to increase student academic achievement and are consistent with district and state content and achievement standards. 20 U.S.C. §6316 (e)(12)(C).d. Report to the parent/guardian: (1) the results of the initial assessment, (2) progress reports at least once per month, and (3) notify the parent when student is absent from the program. 20 U.S.C. §6316(e)(3)(A) and (B).e. Report to the district each student's progress by site, at least once every four weeks of instruction and report student's participation. The district will forward communications to the individual school. 20 U.S.C. §6316(e)(3)(A) and (B). |
|---|

- f. Monitor student attendance. 20 U.S.C. §6316 (e)(3)(A) and (B).
- g. By June 15, 2010, the Consultant will provide the Special Programs Office a closing report (sorted by school), containing a list of participating students that includes the first and last date of participation and pre/post-testing data. 20 U.S.C. §6316(e)(3)(A) and (B). Final payment will not be issued until the district receives the closing reports for each student.
- h. The consultant will not disclose to the public the identity of any student eligible for, or receiving supplemental education services without written permission from the student's parents. 20 U.S.C. §6316 (e)(3)(E).
- i. The consultant will comply with all applicable health, safety and civil rights laws. 20 U.S.C. §6316 (e)(5)(C).
- j. The consultant agrees that the services will be secular, neutral, and non-ideological. NCLB Section 1116(e)(5)(D); 34 C.F.R. §200.47(b)(2)(ii)(D).
- k. Prior to beginning services, Consultant will provide the district proof of the following:
 - (1) A current liability insurance policy with a minimum coverage amount of one million dollars. The required certificate of insurance must include an additional insured endorsement, naming AUHSD as an additional insured under the policy.
 - (2) Proof of being fiscally sound. Title 5 SES (13075.2(c)(1)-(21).
 - (3) Evidence of being legally constituted to conduct business within the state of California. Title 5 SES (13075.2(c)(1)-(21)).
 - (4) Verification that the provider has not been removed from the state SES provider's list. Title 5 SES (13075.2(c)(1)-(21))]
- l. When providing a facility for meeting with students, consultant insures that the facility meets all applicable federal, state, and local health and safety laws. Title 5 SES (13075.2(c)(1)-(21).
- m. No later than June 15, 2010, consultant will submit to the Special Programs Office a final invoice for services rendered during the 2009-10 fiscal year.
- n. In addition to Paragraph 6 herein, the district may terminate this agreement for the following reasons:
 - (1) If consultant fails to meet the individual student achievement goals and timelines identified in paragraph (11)(a), the agreement to continue providing services to that student, may be terminated.
 - (2) Consultant fails to meet all of the requirements contained herein.
- o. If this agreement is terminated, the money designated for the consultant will be disencumbered.

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

Supplemental Educational Services are a requirement of NCLB, for schools that are designated years two through five of Program Improvement, and receive Title I funding.

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

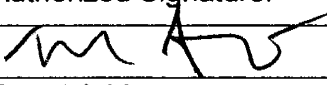
The Special Programs Office annually disseminates the following information to state approved SES providers: which AUHSD schools offer SES, the process for becoming an AUHSD SES provider, and the requirements for providers specified in federal SES non-regulatory guidance. The Special Programs Office also assists SES providers with: publicizing the tutoring services, processing payments, processing students' SES applications, and student SES plan.

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

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

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

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

CONSULTANT:	DISTRICT:
Typed Name of consultant (same as page 1):	
Academic Advantage, The	Anaheim Union High School District
Typed Name/Title of Authorized Signatory:	
Fred Andreasson/Director	Frederick Navarro
Authorized Signature:	
	Signature of Assistant Superintendent:
Street Address:	
P.O. Box 882045	501 Crescent Way, P.O. Box 3520
City, State, Zip Code	
Los Angeles, CA 90009	Anaheim, CA 92803-3520
Date:	
9/10/09	

Mark Appropriately:

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

Social Security Number* or X Federal Identification Number*

	68-0544146
--	------------

*Or, initial below:

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

Telephone Number:

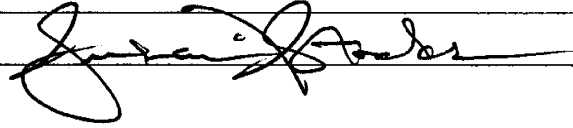
E-mail Address:

(866) 788-8677	nclb@academicadvantage.com
----------------	----------------------------

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

PRINCIPAL/DISTRICT ADMINISTRATOR:

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

Signature:		Date:	9/10/09
------------	---	-------	---------

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

EDUCATIONAL CONSULTING AGREEMENT

THIS AGREEMENT is made and entered into this:

15 th	day of	October	2009
------------------	--------	---------	------

by and between

ACE Tutoring Services, Inc.

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

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

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

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

WHEREAS such services are needed on a limited basis.

NOW, THEREFORE, the parties hereto agree as follows:

1. Services to be provided by Consultant:

ACE Tutoring Services, Inc., a Supplemental Educational Services (SES) provider, will make available after-school tutoring in reading/English language arts, mathematics, and science, to socioeconomically disadvantaged students who attend Ball, Brookhurst, Dale, Orangeview, South, and Sycamore Junior High Schools. ACE Tutoring Services, Inc. also serves English learners and students with special needs. The tutoring is to be administered by California Department of Education approved SES providers, in accordance with policies prescribed in the No Child Left Behind (NCLB) Act of 2001.

Site/School:	Ball Junior High School Brookhurst Junior High School Dale Junior High School Orangeview Junior High School South Junior High School Sycamore Junior High School	Funds (Cost Center):	Title I (3810)
--------------	---	----------------------------	----------------

2. List of Other Supportive Staff or Consultants:

Special Programs Office staff, Susan Stocks and Maribel Chavez, manage SES providers, in accordance with NCLB regulations.

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

Date:	November 2, 2009
-------	------------------

and shall diligently perform as specified and complete performance by:

Date:	May 15, 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:

Anaheim Union High School District (AUHSD) provided an information packet derived from the federal SES non-regulatory guidance, and discussed the information with prospective SES service providers at the SES service provider's meeting, on August 12, 2009.

5. District shall pay Consultant the maximum amount of

SES tutoring services are available to eligible students for a maximum of 25 hours and/or \$1,256.63 per student, or the most current state approved cost per student not to exceed \$20,000.

for services rendered

Total # of people:	One student per tutor.	# hours per day:	1 to 2 hours per session.	#of days:	1 to 4 days per week.
--------------------	------------------------	------------------	---------------------------	-----------	-----------------------

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 Consultant agrees to the following requirements which are consistent with federal and state law:

- a. Assess and diagnose reading, math and/or science needs of each student, develop an SES Student Learning Plan in consultation with the parent that identifies specific achievement goals, and develop a timetable for each student's expected improvement. 20 U.S.C. §6316 (e)(3)(A).
- b. Meet the student for a minimum of two hours per week at a site determined by the parent/guardian and the consultant. 20 U.S.C. §6316 (e)(3)(A) and (B).
- c. Use research-proven instructional strategies that are designed to increase student academic achievement and are consistent with district and state content and achievement standards. 20 U.S.C. §6316 (e)(12)(C).
- d. Report to the parent/guardian: (1) the results of the initial assessment, (2) progress reports at least once per month, and (3) notify the parent when student is absent from the program. 20 U.S.C. §6316(e)(3)(A) and (B).
- e. Report to the district each student's progress by site, at least once every four weeks of instruction and report student's participation. The district will forward communications to the individual school. 20 U.S.C. §6316(e)(3)(A) and (B).

- f. Monitor student attendance. 20 U.S.C. §6316 (e)(3)(A) and (B).
- g. By June 15, 2010, the Consultant will provide the Special Programs Office a closing report (sorted by school), containing a list of participating students that includes the first and last date of participation and pre/post-testing data. 20 U.S.C. §6316(e)(3)(A) and (B). Final payment will not be issued until the district receives the closing reports for each student.
- h. The consultant will not disclose to the public the identity of any student eligible for, or receiving supplemental education services without written permission from the student's parents. 20 U.S.C. §6316 (e)(3)(E).
- i. The consultant will comply with all applicable health, safety and civil rights laws. 20 U.S.C. §6316 (e)(5)(C).
- j. The consultant agrees that the services will be secular, neutral, and non-ideological. NCLB Section 1116(e)(5)(D); 34 C.F.R. §200.47(b)(2)(ii)(D).
- k. Prior to beginning services, Consultant will provide the district proof of the following:
 - (1) A current liability insurance policy with a minimum coverage amount of one million dollars. The required certificate of insurance must include an additional insured endorsement, naming AUHSD as an additional insured under the policy.
 - (2) Proof of being fiscally sound. Title 5 SES (13075.2(c)(1)-(21).
 - (3) Evidence of being legally constituted to conduct business within the state of California. Title 5 SES (13075.2(c)(1)-(21)).
 - (4) Verification that the provider has not been removed from the state SES provider's list. Title 5 SES (13075.2(c)(1)-(21))]
- l. When providing a facility for meeting with students, consultant insures that the facility meets all applicable federal, state, and local health and safety laws. Title 5 SES (13075.2(c)(1)-(21).
- m. No later than June 15, 2010, consultant will submit to the Special Programs Office a final invoice for services rendered during the 2009-10 fiscal year.
- n. In addition to Paragraph 6 herein, the district may terminate this agreement for the following reasons:
 - (1) If consultant fails to meet the individual student achievement goals and timelines identified in paragraph (11)(a), the agreement to continue providing services to that student, may be terminated.
 - (2) Consultant fails to meet all of the requirements contained herein.
- o. If this agreement is terminated, the money designated for the consultant will be disencumbered.

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

Supplemental Educational Services are a requirement of NCLB, for schools that are designated years two through five of Program Improvement, and receive Title I funding.

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

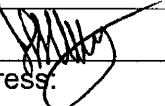
The Special Programs Office annually disseminates the following information to state approved SES providers: which AUHSD schools offer SES, the process for becoming an AUHSD SES provider, and the requirements for providers specified in federal SES non-regulatory guidance. The Special Programs Office also assists SES providers with: publicizing the tutoring services, processing payments, processing students' SES applications, and student SES plan.

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

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

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

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

CONSULTANT:	DISTRICT:
Typed Name of consultant (same as page 1):	
ACE Tutoring Services, Inc.	Anaheim Union High School District
Typed Name/Title of Authorized Signatory:	
Typed Name of Assistant Superintendent:	
Jeff Wang /Director	Frederick Navarro
Authorized Signature:	Signature of Assistant Superintendent:
	
Street Address:	
18780 Amar Rd. Suite 105	501 Crescent Way, P.O. Box 3520
City, State, Zip Code	
Walnut, CA 91789	Anaheim, CA 92803-3520
Date:	
09/10/09	

Mark Appropriately:

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

Social Security Number* or Federal Identification Number*

	33-0842322
--	------------

*Or, initial below:

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

Telephone Number:

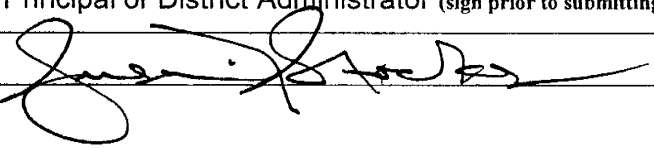
E-mail Address:

(800) 688-1103	acetutoring@sbcglobal.net
----------------	---------------------------

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

PRINCIPAL/DISTRICT ADMINISTRATOR:

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

Signature:		Date:	9/10/09
------------	---	-------	---------

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

EDUCATIONAL CONSULTING AGREEMENT

THIS AGREEMENT is made and entered into this:

15 th	day of	October	2009
------------------	--------	---------	------

by and between

Adelante Educational Services

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:

Adelante Educational Services, a Supplemental Educational Services (SES) provider, will make available after-school tutoring in reading/English language arts, mathematics, and science, to socioeconomically disadvantaged students who attend Ball, Brookhurst, Dale, Orangeview, South, and Sycamore Junior High Schools. Adelante Educational Services also serves English learners and students with special needs. The tutoring is to be administered by California Department of Education approved SES providers, in accordance with policies prescribed in the No Child Left Behind (NCLB) Act of 2001.

Site/School:	Ball Junior High School Brookhurst Junior High School Dale Junior High School Orangeview Junior High School South Junior High School Sycamore Junior High School	Funds (Cost Center):	Title I (3810)
---------------------	---	-------------------------------------	----------------

2. List of Other Supportive Staff or Consultants:

Special Programs Office staff, Susan Stocks and Maribel Chavez, manage SES providers, in accordance with NCLB regulations.

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

Date:	November 2, 2009
--------------	------------------

and shall diligently perform as specified and complete performance by:

Date:	May 15, 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:

Anaheim Union High School District (AUHSD) provided an information packet derived from the federal SES non-regulatory guidance, and discussed the information with prospective SES service providers at the SES service provider's meeting, on August 12, 2009.

5. District shall pay Consultant the maximum amount of

SES tutoring services are available to eligible students for a maximum of 28 hours and/or \$1,256.63 per student, or the most current state approved cost per student not to exceed \$20,000.

for services rendered

Total # of people:	1 to 8 students per tutor.	# hours per day:	1.5 to 2 hours per session.	#of days:	1 to 3 days per week.
--------------------	----------------------------	------------------	-----------------------------	-----------	-----------------------

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 Consultant agrees to the following requirements which are consistent with federal and state law:

- a. Assess and diagnose reading, math and/or science needs of each student, develop an SES Student Learning Plan in consultation with the parent that identifies specific achievement goals, and develop a timetable for each student's expected improvement. 20 U.S.C. §6316 (e)(3)(A).
- b. Meet the student for a minimum of two hours per week at a site determined by the parent/guardian and the consultant. 20 U.S.C. §6316 (e)(3)(A) and (B).
- c. Use research-proven instructional strategies that are designed to increase student academic achievement and are consistent with district and state content and achievement standards. 20 U.S.C. §6316 (e)(12)(C).
- d. Report to the parent/guardian: (1) the results of the initial assessment, (2) progress reports at least once per month, and (3) notify the parent when student is absent from the program. 20 U.S.C. §6316(e)(3)(A) and (B).
- e. Report to the district each student's progress by site, at least once every four weeks of instruction and report student's participation. The district will forward communications to the individual school. 20 U.S.C. §6316(e)(3)(A) and (B).

- f. Monitor student attendance. 20 U.S.C. §6316 (e)(3)(A) and (B).
- g. By June 15, 2010, the Consultant will provide the Special Programs Office a closing report (sorted by school), containing a list of participating students that includes the first and last date of participation and pre/post-testing data. 20 U.S.C. §6316(e)(3)(A) and (B). Final payment will not be issued until the district receives the closing reports for each student.
- h. The consultant will not disclose to the public the identity of any student eligible for, or receiving supplemental education services without written permission from the student's parents. 20 U.S.C. §6316 (e)(3)(E).
- i. The consultant will comply with all applicable health, safety and civil rights laws. 20 U.S.C. §6316 (e)(5)(C).
- j. The consultant agrees that the services will be secular, neutral, and non-ideological. NCLB Section 1116(e)(5)(D); 34 C.F.R. §200.47(b)(2)(ii)(D).
- k. Prior to beginning services, Consultant will provide the district proof of the following:
 - (1) A current liability insurance policy with a minimum coverage amount of one million dollars. The required certificate of insurance must include an additional insured endorsement, naming AUHSD as an additional insured under the policy.
 - (2) Proof of being fiscally sound. Title 5 SES (13075.2(c)(1)-(21).
 - (3) Evidence of being legally constituted to conduct business within the state of California. Title 5 SES (13075.2(c)(1)-(21)).
 - (4) Verification that the provider has not been removed from the state SES provider's list. Title 5 SES (13075.2(c)(1)-(21))]
- l. When providing a facility for meeting with students, consultant insures that the facility meets all applicable federal, state, and local health and safety laws. Title 5 SES (13075.2(c)(1)-(21).
- m. No later than June 15, 2010, consultant will submit to the Special Programs Office a final invoice for services rendered during the 2009-10 fiscal year.
- n. In addition to Paragraph 6 herein, the district may terminate this agreement for the following reasons:
 - (1) If consultant fails to meet the individual student achievement goals and timelines identified in paragraph (11)(a), the agreement to continue providing services to that student, may be terminated.
 - (2) Consultant fails to meet all of the requirements contained herein.
- o. If this agreement is terminated, the money designated for the consultant will be disencumbered.

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

Supplemental Educational Services are a requirement of NCLB, for schools that are designated years two through five of Program Improvement, and receive Title I funding.

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

The Special Programs Office annually disseminates the following information to state approved SES providers: which AUHSD schools offer SES, the process for becoming an AUHSD SES provider, and the requirements for providers specified in federal SES non-regulatory guidance. The Special Programs Office also assists SES providers with: publicizing the tutoring services, processing payments, processing students' SES applications, and student SES plan.

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

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

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

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

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

Typed Name of consultant (same as page 1):

Adelante Educational Services	Anaheim Union High School District
-------------------------------	---

Typed Name/Title of Authorized Signatory: Typed Name of Assistant Superintendent:

Glen Hatton/CFO	Frederick Navarro
-----------------	--------------------------

Authorized Signature: Signature of Assistant Superintendent:

--	--

Street Address: Street Address:

22601 Summerfield	501 Crescent Way, P.O. Box 3520
-------------------	--

City, State, Zip Code City, State, Zip Code

Mission Viejo, CA 92692	Anaheim, CA 92803-3520
-------------------------	-------------------------------

Date: Date:

09/10/09	
----------	--

Mark Appropriately:

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

Social Security Number* or Federal Identification Number*

	56-2580292
--	------------

*Or, initial below:

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

Telephone Number: E-mail Address:

(949) 291-0481	Glenh@adelanteed.net
----------------	----------------------

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

PRINCIPAL/DISTRICT ADMINISTRATOR:

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

Signature:		Date:	9/10/09
------------	--	-------	---------

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

EDUCATIONAL CONSULTING AGREEMENT

THIS AGREEMENT is made and entered into this:

15 th	day of	October	2009
------------------	--------	---------	------

by and between

Alternatives Unlimited, Inc.

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

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

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

and

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

WHEREAS such services are needed on a limited basis.

NOW, THEREFORE, the parties hereto agree as follows:

1. Services to be provided by Consultant:

Alternatives Unlimited, Inc., a Supplemental Educational Services (SES) provider, will make available after-school tutoring in reading/English language arts, mathematics, and science, to socioeconomically disadvantaged students who attend Ball, Brookhurst, Dale, Orangeview, South, and Sycamore Junior High Schools. Alternatives Unlimited, Inc. also serves English learners and students with special needs. The tutoring is to be administered by California Department of Education approved SES providers, in accordance with policies prescribed in the No Child Left Behind (NCLB) Act of 2001.

Site/School:	Ball Junior High School Brookhurst Junior High School Dale Junior High School Orangeview Junior High School South Junior High School Sycamore Junior High School	Funds (Cost Center):	Title I (3810)
--------------	---	----------------------------	----------------

2. List of Other Supportive Staff or Consultants:

Special Programs Office staff, Susan Stocks and Maribel Chavez, manage SES providers, in accordance with NCLB regulations.

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

Date:	November 2, 2009
-------	------------------

and shall diligently perform as specified and complete performance by:

Date:	May 15, 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:

Anaheim Union High School District (AUHSD) provided an information packet derived from the federal SES non-regulatory guidance, and discussed the information with prospective SES service providers at the SES service provider's meeting, on August 12, 2009.

5. District shall pay Consultant the maximum amount of

SES tutoring services are available to eligible students for a maximum of 28 hours and/or \$1,256.63 per student, or the most current state approved cost per student not to exceed \$30,000.

for services rendered

Total # of people:	1:1 or groups of 5 students.	# hours per day:	1.5 to 2 hours per session.	#of days:	1 to 5 days per week.
--------------------	------------------------------	------------------	-----------------------------	-----------	-----------------------

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 Consultant agrees to the following requirements which are consistent with federal and state law:

- | |
|---|
| <ul style="list-style-type: none">a. Assess and diagnose reading, math and/or science needs of each student, develop an SES Student Learning Plan in consultation with the parent that identifies specific achievement goals, and develop a timetable for each student's expected improvement. 20 U.S.C. §6316 (e)(3)(A).b. Meet the student for a minimum of two hours per week at a site determined by the parent/guardian and the consultant. 20 U.S.C. §6316 (e)(3)(A) and (B).c. Use research-proven instructional strategies that are designed to increase student academic achievement and are consistent with district and state content and achievement standards. 20 U.S.C. §6316 (e)(12)(C).d. Report to the parent/guardian: (1) the results of the initial assessment, (2) progress reports at least once per month, and (3) notify the parent when student is absent from the program. 20 U.S.C. §6316(e)(3)(A) and (B).e. Report to the district each student's progress by site, at least once every four weeks of instruction and report student's participation. The district will forward communications to the individual school. 20 U.S.C. §6316(e)(3)(A) and (B). |
|---|

- f. Monitor student attendance. 20 U.S.C. §6316 (e)(3)(A) and (B).
- g. By June 15, 2010, the Consultant will provide the Special Programs Office a closing report (sorted by school), containing a list of participating students that includes the first and last date of participation and pre/post-testing data. 20 U.S.C. §6316(e)(3)(A) and (B). Final payment will not be issued until the district receives the closing reports for each student.
- h. The consultant will not disclose to the public the identity of any student eligible for, or receiving supplemental education services without written permission from the student's parents. 20 U.S.C. §6316 (e)(3)(E).
- i. The consultant will comply with all applicable health, safety and civil rights laws. 20 U.S.C. §6316 (e)(5)(C).
- j. The consultant agrees that the services will be secular, neutral, and non-ideological. NCLB Section 1116(e)(5)(D); 34 C.F.R. §200.47(b)(2)(ii)(D).
- k. Prior to beginning services, Consultant will provide the district proof of the following:
 - (1) A current liability insurance policy with a minimum coverage amount of one million dollars. The required certificate of insurance must include an additional insured endorsement, naming AUHSD as an additional insured under the policy.
 - (2) Proof of being fiscally sound. Title 5 SES (13075.2(c)(1)-(21).
 - (3) Evidence of being legally constituted to conduct business within the state of California. Title 5 SES (13075.2(c)(1)-(21)).
 - (4) Verification that the provider has not been removed from the state SES provider's list. Title 5 SES (13075.2(c)(1)-(21))]
- l. When providing a facility for meeting with students, consultant insures that the facility meets all applicable federal, state, and local health and safety laws. Title 5 SES (13075.2(c)(1)-(21).
- m. No later than June 15, 2010, consultant will submit to the Special Programs Office a final invoice for services rendered during the 2009-10 fiscal year.
- n. In addition to Paragraph 6 herein, the district may terminate this agreement for the following reasons:
 - (1) If consultant fails to meet the individual student achievement goals and timelines identified in paragraph (11)(a), the agreement to continue providing services to that student, may be terminated.
 - (2) Consultant fails to meet all of the requirements contained herein.
- o. If this agreement is terminated, the money designated for the consultant will be disencumbered.

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

Supplemental Educational Services are a requirement of NCLB, for schools that are designated years two through five of Program Improvement, and receive Title I funding.

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

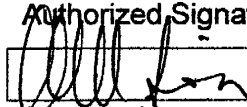
The Special Programs Office annually disseminates the following information to state approved SES providers: which AUHSD schools offer SES, the process for becoming an AUHSD SES provider, and the requirements for providers specified in federal SES non-regulatory guidance. The Special Programs Office also assists SES providers with: publicizing the tutoring services, processing payments, processing students' SES applications, and student SES plan.

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

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

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

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

CONSULTANT:		DISTRICT:	
Typed Name of consultant (same as page 1):			
Alternatives Unlimited, Inc.		Anaheim Union High School District	
Typed Name/Title of Authorized Signatory:		Typed Name of Assistant Superintendent:	
Cristina Irion/Regional Director		Frederick Navarro	
Authorized Signature:		Signature of Assistant Superintendent:	
			
Street Address:		Street Address:	
2900 Adams St. C-220		501 Crescent Way, P.O. Box 3520	
City, State, Zip Code		City, State, Zip Code	
Riverside, CA 92504		Anaheim, CA 92803-3520	
Date:		Date:	
09/10/09			

Mark Appropriately:

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

Social Security Number* or X Federal Identification Number*

	52-2037228
--	------------

*Or, initial below:

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

Telephone Number:

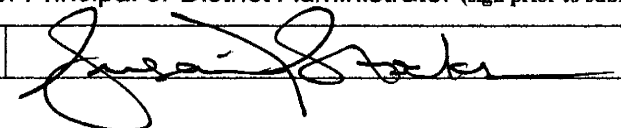
E-mail Address:

(619) 757-0781	cirion@alt-unlimited.com/jmartinez@alt-unlimited.com
(951) 689-0395	

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:	9/10/09
------------	---	-------	---------

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

EDUCATIONAL CONSULTING AGREEMENT

THIS AGREEMENT is made and entered into this:

15 th	day of	October	2009
------------------	--------	---------	------

by and between

Anaheim Kumon Center

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:

Anaheim Kumon Center, a Supplemental Educational Services (SES) provider, will make available after-school tutoring in reading/English language arts, mathematics, and science, to socioeconomically disadvantaged students who attend Ball, Brookhurst, Dale, Orangeview, South, and Sycamore Junior High Schools. Anaheim Kumon Center also serves English learners and students with special needs. The tutoring is to be administered by California Department of Education approved SES providers, in accordance with policies prescribed in the No Child Left Behind (NCLB) Act of 2001.

Site/School:	Ball Junior High School Brookhurst Junior High School Dale Junior High School Orangeview Junior High School South Junior High School Sycamore Junior High School	Funds (Cost Center):	Title I (3810)
--------------	---	----------------------------	----------------

2. List of Other Supportive Staff or Consultants:

Special Programs Office staff, Susan Stocks and Maribel Chavez, manage SES providers, in accordance with NCLB regulations.

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

Date:	November 2, 2009
-------	------------------

and shall diligently perform as specified and complete performance by:

Date:	May 15, 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:

Anaheim Union High School District (AUHSD) provided an information packet derived from the federal SES non-regulatory guidance, and discussed the information with prospective SES service providers at the SES service provider's meeting, on August 12, 2009.

5. District shall pay Consultant the maximum amount of

SES tutoring services are available to eligible students for a maximum of 50 hours and/or \$1,256.63 per student, or the most current state approved cost per student not to exceed \$35,000.

for services rendered

Total # of people:	One student per tutor.	# hours per day:	1 hour per session.	#of days:	2 days per week.
--------------------	------------------------	------------------	---------------------	-----------	------------------

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 Consultant agrees to the following requirements which are consistent with federal and state law:

- a. Assess and diagnose reading, math and/or science needs of each student, develop an SES Student Learning Plan in consultation with the parent that identifies specific achievement goals, and develop a timetable for each student's expected improvement. 20 U.S.C. §6316 (e)(3)(A).
- b. Meet the student for a minimum of two hours per week at a site determined by the parent/guardian and the consultant. 20 U.S.C. §6316 (e)(3)(A) and (B).
- c. Use research-proven instructional strategies that are designed to increase student academic achievement and are consistent with district and state content and achievement standards. 20 U.S.C. §6316 (e)(12)(C).
- d. Report to the parent/guardian: (1) the results of the initial assessment, (2) progress reports at least once per month, and (3) notify the parent when student is absent from the program. 20 U.S.C. §6316(e)(3)(A) and (B).
- e. Report to the district each student's progress by site, at least once every four weeks of instruction and report student's participation. The district will forward communications to the individual school. 20 U.S.C. §6316(e)(3)(A) and (B).

- f. Monitor student attendance. 20 U.S.C. §6316 (e)(3)(A) and (B).
- g. By June 15, 2010, the Consultant will provide the Special Programs Office a closing report (sorted by school), containing a list of participating students that includes the first and last date of participation and pre/post-testing data. 20 U.S.C. §6316(e)(3)(A) and (B). Final payment will not be issued until the district receives the closing reports for each student.
- h. The consultant will not disclose to the public the identity of any student eligible for, or receiving supplemental education services without written permission from the student's parents. 20 U.S.C. §6316 (e)(3)(E).
- i. The consultant will comply with all applicable health, safety and civil rights laws. 20 U.S.C. §6316 (e)(5)(C).
- j. The consultant agrees that the services will be secular, neutral, and non-ideological. NCLB Section 1116(e)(5)(D); 34 C.F.R. §200.47(b)(2)(ii)(D).
- k. Prior to beginning services, Consultant will provide the district proof of the following:
 - (1) A current liability insurance policy with a minimum coverage amount of one million dollars. The required certificate of insurance must include an additional insured endorsement, naming AUHSD as an additional insured under the policy.
 - (2) Proof of being fiscally sound. Title 5 SES (13075.2(c)(1)-(21).
 - (3) Evidence of being legally constituted to conduct business within the state of California. Title 5 SES (13075.2(c)(1)-(21)).
 - (4) Verification that the provider has not been removed from the state SES provider's list. Title 5 SES (13075.2(c)(1)-(21))]
- l. When providing a facility for meeting with students, consultant insures that the facility meets all applicable federal, state, and local health and safety laws. Title 5 SES (13075.2(c)(1)-(21).
- m. No later than June 15, 2010, consultant will submit to the Special Programs Office a final invoice for services rendered during the 2009-10 fiscal year.
- n. In addition to Paragraph 6 herein, the district may terminate this agreement for the following reasons:
 - (1) If consultant fails to meet the individual student achievement goals and timelines identified in paragraph (11)(a), the agreement to continue providing services to that student, may be terminated.
 - (2) Consultant fails to meet all of the requirements contained herein.
- o. If this agreement is terminated, the money designated for the consultant will be disencumbered.

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

Supplemental Educational Services are a requirement of NCLB, for schools that are designated years two through five of Program Improvement, and receive Title I funding.

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

The Special Programs Office annually disseminates the following information to state approved SES providers: which AUHSD schools offer SES, the process for becoming an AUHSD SES provider, and the requirements for providers specified in federal SES non-regulatory guidance. The Special Programs Office also assists SES providers with: publicizing the tutoring services, processing payments, processing students' SES applications, and student SES plan.

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

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

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

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

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

Typed Name of consultant (same as page 1):

Anaheim Kumon Center	Anaheim Union High School District
----------------------	------------------------------------

Typed Name/Title of Authorized Signatory: Typed Name of Assistant Superintendent:

Chelvi Subramaniam/Owner	Frederick Navarro
--------------------------	-------------------

Authorized Signature: Signature of Assistant Superintendent:

	
---	--

Street Address: Street Address:

720 S. Euclid St. Suite #9	501 Crescent Way, P.O. Box 3520
----------------------------	---------------------------------

City, State, Zip Code City, State, Zip Code

Anaheim, CA 92802	Anaheim, CA 92803-3520
-------------------	------------------------

Date: Date:

9/10/09	
---------	--

Mark Appropriately:

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

Social Security Number* or X Federal Identification Number*

	33-0726778
--	------------

*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) 772-7135	tchelvis@cs.com
----------------	-----------------

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

PRINCIPAL/DISTRICT ADMINISTRATOR:

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

Signature:		Date:	9/10/09
------------	---	-------	---------

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

EDUCATIONAL CONSULTING AGREEMENT

THIS AGREEMENT is made and entered into this:

15 th	day of	October	2009
------------------	--------	---------	------

by and between

Apple Learning Company

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:

Apple Learning Company, a Supplemental Educational Services (SES) provider, will make available after-school tutoring in reading/English language arts, mathematics, and science, to socioeconomically disadvantaged students who attend Ball, Brookhurst, Dale, Orangeview, South, and Sycamore Junior High Schools. Apple Learning Company also serves English learners and students with special needs. The tutoring is to be administered by California Department of Education approved SES providers, in accordance with policies prescribed in the No Child Left Behind (NCLB) Act of 2001.

Site/School:	Ball Junior High School Brookhurst Junior High School Dale Junior High School Orangeview Junior High School South Junior High School Sycamore Junior High School	Funds (Cost Center):	Title I (3810)
--------------	---	----------------------------	----------------

2. List of Other Supportive Staff or Consultants:

Special Programs Office staff, Susan Stocks and Maribel Chavez, manage SES providers, in accordance with NCLB regulations.

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

Date:	November 2, 2009
-------	------------------

and shall diligently perform as specified and complete performance by:

Date:	May 15, 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:

Anaheim Union High School District (AUHSD) provided an information packet derived from the federal SES non-regulatory guidance, and discussed the information with prospective SES service providers at the SES service provider's meeting, on August 12, 2009.

5. District shall pay Consultant the maximum amount of

SES tutoring services are available to eligible students for a maximum of 25 hours and/or \$1,256.63 per student, or the most current state approved cost per student not to exceed \$15,000.

for services rendered

Total # of people:	One student per tutor.	# hours per day:	1 to 2 hours per session.	#of days:	1 to 3 days per week.
--------------------	------------------------	------------------	---------------------------	-----------	-----------------------

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 Consultant agrees to the following requirements which are consistent with federal and state law:

- a. Assess and diagnose reading, math and/or science needs of each student, develop an SES Student Learning Plan in consultation with the parent that identifies specific achievement goals, and develop a timetable for each student's expected improvement. 20 U.S.C. §6316 (e)(3)(A).
- b. Meet the student for a minimum of two hours per week at a site determined by the parent/guardian and the consultant. 20 U.S.C. §6316 (e)(3)(A) and (B).
- c. Use research-proven instructional strategies that are designed to increase student academic achievement and are consistent with district and state content and achievement standards. 20 U.S.C. §6316 (e)(12)(C).
- d. Report to the parent/guardian: (1) the results of the initial assessment, (2) progress reports at least once per month, and (3) notify the parent when student is absent from the program. 20 U.S.C. §6316(e)(3)(A) and (B).
- e. Report to the district each student's progress by site, at least once every four weeks of instruction and report student's participation. The district will forward communications to the individual school. 20 U.S.C. §6316(e)(3)(A) and (B).

- f. Monitor student attendance. 20 U.S.C. §6316 (e)(3)(A) and (B).
- g. By June 15, 2010, the Consultant will provide the Special Programs Office a closing report (sorted by school), containing a list of participating students that includes the first and last date of participation and pre/post-testing data. 20 U.S.C. §6316(e)(3)(A) and (B). Final payment will not be issued until the district receives the closing reports for each student.
- h. The consultant will not disclose to the public the identity of any student eligible for, or receiving supplemental education services without written permission from the student's parents. 20 U.S.C. §6316 (e)(3)(E).
- i. The consultant will comply with all applicable health, safety and civil rights laws. 20 U.S.C. §6316 (e)(5)(C).
- j. The consultant agrees that the services will be secular, neutral, and non-ideological. NCLB Section 1116(e)(5)(D); 34 C.F.R. §200.47(b)(2)(ii)(D).
- k. Prior to beginning services, Consultant will provide the district proof of the following:
 - (1) A current liability insurance policy with a minimum coverage amount of one million dollars. The required certificate of insurance must include an additional insured endorsement, naming AUHSD as an additional insured under the policy.
 - (2) Proof of being fiscally sound. Title 5 SES (13075.2(c)(1)-(21).
 - (3) Evidence of being legally constituted to conduct business within the state of California. Title 5 SES (13075.2(c)(1)-(21)).
 - (4) Verification that the provider has not been removed from the state SES provider's list. Title 5 SES (13075.2(c)(1)-(21))]
- l. When providing a facility for meeting with students, consultant insures that the facility meets all applicable federal, state, and local health and safety laws. Title 5 SES (13075.2(c)(1)-(21).
- m. No later than June 15, 2010, consultant will submit to the Special Programs Office a final invoice for services rendered during the 2009-10 fiscal year.
- n. In addition to Paragraph 6 herein, the district may terminate this agreement for the following reasons:
 - (1) If consultant fails to meet the individual student achievement goals and timelines identified in paragraph (11)(a), the agreement to continue providing services to that student, may be terminated.
 - (2) Consultant fails to meet all of the requirements contained herein.
- o. If this agreement is terminated, the money designated for the consultant will be disencumbered.

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

Supplemental Educational Services are a requirement of NCLB, for schools that are designated years two through five of Program Improvement, and receive Title I funding.

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

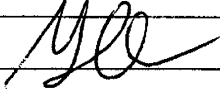
The Special Programs Office annually disseminates the following information to state approved SES providers: which AUHSD schools offer SES, the process for becoming an AUHSD SES provider, and the requirements for providers specified in federal SES non-regulatory guidance. The Special Programs Office also assists SES providers with: publicizing the tutoring services, processing payments, processing students' SES applications, and student SES plan.

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

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

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

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

CONSULTANT:	DISTRICT:
Typed Name of consultant (same as page 1):	
Apple Learning Company	Anaheim Union High School District
Typed Name/Title of Authorized Signatory:	
Maria Lee/President	Frederick Navarro
Authorized Signature:	
	Signature of Assistant Superintendent:
Street Address:	
26895 Aliso Creek Rd., Ste. B266	501 Crescent Way, P.O. Box 3520
City, State, Zip Code	
Aliso Viejo, CA 92656	Anaheim, CA 92803-3520
Date:	
09/10/09	

Mark Appropriately:

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

Social Security Number* or Federal Identification Number*

	80-0219675
--	------------

*Or, initial below:

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

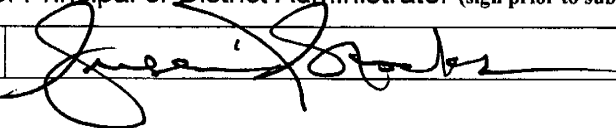
Telephone Number: E-mail Address:

(888) 287-1287	Maria@applelearningcompany.com
----------------	--------------------------------

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

PRINCIPAL/DISTRICT ADMINISTRATOR:

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

Signature: 	Date: 9/10/09
--	---------------



Apple Learning Company Biography:

Apple Learning Company (ALC) is an after school, in-home (or library) tutoring company that works with students of all ages and levels K-12 in Language Arts or Math. We have a program of instruction that meets the specific achievement goals of the students. We use a highly researched assessment tool for pre-testing, the Brigance Diagnostic Comprehensive Inventory of Basic Skills, Revised, to determine what specific areas we need to work on. Then we create a personalized tutoring plan for each individual child with specific goals and time lines. We get copies of any IEP or 504 plans from parents so we can align our goals with those of the special needs child as well. We then put together lesson plans using curriculum that is aligned with applicable state-adopted academic content standards and will develop the student further, bringing them toward proficiency. The workbook curriculum is called California Content Standards Practice and Mastery (Language Arts/Math) and the CAHSEE (California High School Exit Exam) Practice and Mastery (Language Arts/Math). A typical tutoring session begins with a tutor and child sitting at a quiet table right next to each other. The tutor has their tutoring binder with the Student Learning Plan for each child in it (with specific goals for each child.) The tutor then gets out the workbook level the student is working on for that day, and opens up to the current lesson they are working on. The tutor goes through the lesson with the child, directing, teaching, instructing, correcting and guiding them through each task required in the unit. The tutor reviews each concept thoroughly and the child practices the concept over and over until they master it. Each tutor keeps well manuscripted daily notes on progress and communicates progress with parents frequently. Tutors are monitored by a tutor liason that reports to the Program Director and President of ALC. Tutors are highly qualified and experienced in working with kids. We work on a 1:1 or 1:2 teacher: student ratio which allows a lot of individualized attention and fast-paced improvement of basic skills and proficiency. ALC gives written progress reports to the parents and schools after every 15 hours of instruction and provides a post-test to fully measure the program results. Parents and schools then receive a final report of progress at the end of the program.

Apple Learning Company Resume:

ALC has been in business for over 4 years now, and the owner, Maria Lee, has been involved in the educational field and started and sold several successful tutoring companies for the past 15 years. ALC was established as a 1:1 in home or library tutoring service for families and also has provided SES services in California for 18 months now. ALC is entering its second year of SES services in the Southern California area. ALC works with several districts to provide excellent supplemental services and boasts very high rates of improvement, moving large percentages of students toward proficiency and higher.

Apple Learning Company

ph: 888.287.1287

fx: 949.315.3924

26895 Aliso Creek Road #B266

Aliso Viejo, CA 92656

www.applelearningcompany.com

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:

15 th	day of	October	2009
------------------	--------	---------	------

by and between

Arriba Education!

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:

Arriba Education!, a Supplemental Educational Services (SES) provider, will make available after-school tutoring in reading/English language arts, mathematics, and science, to socioeconomically disadvantaged students who attend Ball, Brookhurst, Dale, Orangeview, South, and Sycamore Junior High Schools. Arriba Education! also serves English learners and students with special needs. The tutoring is to be administered by California Department of Education approved SES providers, in accordance with policies prescribed in the No Child Left Behind (NCLB) Act of 2001.
--

Site/School:	Ball Junior High School Brookhurst Junior High School Dale Junior High School Orangeview Junior High School South Junior High School Sycamore Junior High School	Funds (Cost Center):	Title I (3810)
--------------	---	----------------------------	----------------

2. List of Other Supportive Staff or Consultants:

Special Programs Office staff, Susan Stocks and Maribel Chavez, manage SES providers, in accordance with NCLB regulations.
--

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

Date:	November 2, 2009
-------	------------------

and shall diligently perform as specified and complete performance by:

Date:	May 15, 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:

Anaheim Union High School District (AUHSD) provided an information packet derived from the federal SES non-regulatory guidance, and discussed the information with prospective SES service providers at the SES service provider's meeting, on August 12, 2009.

5. District shall pay Consultant the maximum amount of

SES tutoring services are available to eligible students for a maximum of 31 hours and/or \$1,256.63 per student, or the most current state approved cost per student not to exceed \$15,000.

for services rendered

Total # of people:	2 to 5 students per tutor.	# hours per day:	1 to 2 hours per session.	#of days:	1 to 3 days per week.
--------------------	----------------------------	------------------	---------------------------	-----------	-----------------------

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 Consultant agrees to the following requirements which are consistent with federal and state law:

- a. Assess and diagnose reading, math and/or science needs of each student, develop an SES Student Learning Plan in consultation with the parent that identifies specific achievement goals, and develop a timetable for each student's expected improvement. 20 U.S.C. §6316 (e)(3)(A).
- b. Meet the student for a minimum of two hours per week at a site determined by the parent/guardian and the consultant. 20 U.S.C. §6316 (e)(3)(A) and (B).
- c. Use research-proven instructional strategies that are designed to increase student academic achievement and are consistent with district and state content and achievement standards. 20 U.S.C. §6316 (e)(12)(C).
- d. Report to the parent/guardian: (1) the results of the initial assessment, (2) progress reports at least once per month, and (3) notify the parent when student is absent from the program. 20 U.S.C. §6316(e)(3)(A) and (B).
- e. Report to the district each student's progress by site, at least once every four weeks of instruction and report student's participation. The district will forward communications to the individual school. 20 U.S.C. §6316(e)(3)(A) and (B).

- f. Monitor student attendance. 20 U.S.C. §6316 (e)(3)(A) and (B).
- g. By June 15, 2010, the Consultant will provide the Special Programs Office a closing report (sorted by school), containing a list of participating students that includes the first and last date of participation and pre/post-testing data. 20 U.S.C. §6316(e)(3)(A) and (B). Final payment will not be issued until the district receives the closing reports for each student.
- h. The consultant will not disclose to the public the identity of any student eligible for, or receiving supplemental education services without written permission from the student's parents. 20 U.S.C. §6316 (e)(3)(E).
- i. The consultant will comply with all applicable health, safety and civil rights laws. 20 U.S.C. §6316 (e)(5)(C).
- j. The consultant agrees that the services will be secular, neutral, and non-ideological. NCLB Section 1116(e)(5)(D); 34 C.F.R. §200.47(b)(2)(ii)(D).
- k. Prior to beginning services, Consultant will provide the district proof of the following:
 - (1) A current liability insurance policy with a minimum coverage amount of one million dollars. The required certificate of insurance must include an additional insured endorsement, naming AUHSD as an additional insured under the policy.
 - (2) Proof of being fiscally sound. Title 5 SES (13075.2(c)(1)-(21).
 - (3) Evidence of being legally constituted to conduct business within the state of California. Title 5 SES (13075.2(c)(1)-(21)).
 - (4) Verification that the provider has not been removed from the state SES provider's list. Title 5 SES (13075.2(c)(1)-(21))]
- l. When providing a facility for meeting with students, consultant insures that the facility meets all applicable federal, state, and local health and safety laws. Title 5 SES (13075.2(c)(1)-(21).
- m. No later than June 15, 2010, consultant will submit to the Special Programs Office a final invoice for services rendered during the 2009-10 fiscal year.
- n. In addition to Paragraph 6 herein, the district may terminate this agreement for the following reasons:
 - (1) If consultant fails to meet the individual student achievement goals and timelines identified in paragraph (11)(a), the agreement to continue providing services to that student, may be terminated.
 - (2) Consultant fails to meet all of the requirements contained herein.
- o. If this agreement is terminated, the money designated for the consultant will be disencumbered.

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

Supplemental Educational Services are a requirement of NCLB, for schools that are designated years two through five of Program Improvement, and receive Title I funding.

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

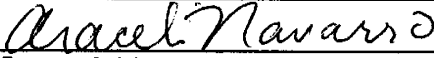
The Special Programs Office annually disseminates the following information to state approved SES providers: which AUHSD schools offer SES, the process for becoming an AUHSD SES provider, and the requirements for providers specified in federal SES non-regulatory guidance. The Special Programs Office also assists SES providers with: publicizing the tutoring services, processing payments, processing students' SES applications, and student SES plan.

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

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

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

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

CONSULTANT:		DISTRICT:	
Typed Name of consultant (same as page 1):			
Arriba Education!		Anaheim Union High School District	
Typed Name/Title of Authorized Signatory:		Typed Name of Assistant Superintendent:	
Araceli Navarro/Director of SES		Frederick Navarro	
Authorized Signature:		Signature of Assistant Superintendent:	
			
Street Address:		Street Address:	
430 Grand Cypress #104		501 Crescent Way, P.O. Box 3520	
City, State, Zip Code		City, State, Zip Code	
Palmdale, CA 93551		Anaheim, CA 92803-3520	
Date:		Date:	
09/10/09			

Mark Appropriately:

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

Social Security Number* or X Federal Identification Number*

	95-4764967
--	------------

*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:

(866) 378-0009	aracelin@arribaed.com
----------------	-----------------------

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

PRINCIPAL/DISTRICT ADMINISTRATOR:

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

Signature:		Date:	9/10/09
------------	---	-------	---------



Program Description

¡Arriba Education!
430 Grand Cypress Ave #104
Palmdale, CA 93551
866.378.0009 Fax 661.480.1510

¡Arriba Education! (AE) is a small group-direct instruction SES Approved provider. Tutoring services will be delivered in a small group not to exceed 5 students (5:1) per group. The sessions will be scheduled 2-3 days a week each session is 1-2 hours in duration. Session will be grade appropriate and based on the student, parent, and tutor availability. Make-up sessions will be scheduled on an as needed basis. Services will be rendered at the students' school site (if available), local public library, community center or student's home. Students are encouraged to attend all scheduled sessions. The following schedule will be in place: Monday-Friday from 3pm-9pm, Saturday-Sunday from 8am-9pm (during school or when on track) Off-track/Holidays/Vacation periods Mondays-Sundays from 8am-9pm.

All time that is invoiced to LEA is used for direct instruction ONLY. Any time spent talking with parents or on paperwork is not included in the tutoring session. Tutoring time is solely based on the Student Learning Plan (SLP) goals and no other subjects or homework. The materials used in the tutoring session are state approved in our RFA as "Brain in a Box" games and Carney Educational Services' "How to Prepare for the State Standards" workbooks. Curriculum has been purchased for our use through Carney Educational Services. The first session (1 hour) will be comprised of our assessment in either math or language arts. Learning goals will be gathered from the results of assessment, written in the SLP and signed off by the parent/guardian.

¡Arriba Education! implements the Fourth Edition of the Stanford Diagnostic Mathematics Test (SDMT) and the Fourth Edition of the Stanford Diagnostic Reading Test (SDRT) as our primary assessment tools for both pre and post tests. Through our assessment process we measure competence in the basic concepts and skills that are prerequisite to success in mathematics, while emphasizing problem-solving strategies, computation skills and application of mathematical constructs. Our program helps students to identify specific areas of difficulty to plan appropriate intervention. In math instruction, the lessons will generally be divided into four segments: playing the appropriate math games (Brain-in-a-box" game series); guided instruction; practice math concepts presented and guided reading of word problems. In Language Arts/Reading we assess the essential components of reading with multiple-choice questions measuring phonetic analysis, vocabulary, comprehension, and scanning as appropriate for each level. It is a measurement of grade-level expectations. Direct instruction in ELA is comprised of three main components: reading strategies that include guided reading, decoding, and sight word instruction; specific state approved instructional workbook pages covering skills; language games (Brain-in-a-box" game series) to develop skills as appropriate per prescribed SLP goals. Both the SDRT & SDMT tests are aligned with California content standards. Tutor/parent interaction will be a key factor to evaluate students' progress. Tutors regularly bring parents into the learning process and appreciate their insight. Tutors are encouraged to report to parents their assessment results and progress as needed. Along with attendance rosters, AE tutors will provide monthly tutor logs that specify student information, type of service provided, and student progress within the tutoring sessions. Exercises such as drills, fluency exercises, quizzes and other activities of the same kind will be used throughout the sessions to gauge adequate understanding of key constructs being presented to master the key standards prescribed in the SLP. ¡Arriba Education! will be measuring student progress formally with a Pre and Post test. These test scores will be submitted to the LEA for their records.

SES Coordinators at AE cross check all tutoring logs and any notations made for absences or make-up sessions for accuracy. Occasionally, each SES coordinator will randomly check a scheduled tutoring session and fill out a monitoring form to make sure that the tutor is on time, following curriculum and following the designated schedule among other aspects crucial to the student's success and proper implementation of our intervention. Written progress reports are sent to the students' home and School District via US Mail at the Interim of the services and at the Conclusion (Interim/Final progress Report) to be included in the student's academic cumulative records (if deemed necessary). Students that participate in our program show an average of 20% increase in achievement as measured by the pre and post test.

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:

15 th	day of	October	2009
------------------	--------	---------	------

by and between

Basic Educational Services Team, Inc.

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

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

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

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

WHEREAS such services are needed on a limited basis.

NOW, THEREFORE, the parties hereto agree as follows:

1. Services to be provided by Consultant:

Basic Educational Services Team, Inc., a Supplemental Educational Services (SES) provider, will make available after-school tutoring in reading/English language arts, mathematics, and science, to socioeconomically disadvantaged students who attend Ball, Brookhurst, Dale, Orangeview, South, and Sycamore Junior High Schools. Basic Educational Services Team, Inc. also serves English learners and students with special needs. The tutoring is to be administered by California Department of Education approved SES providers, in accordance with policies prescribed in the No Child Left Behind (NCLB) Act of 2001.

Site/School:	Ball Junior High School Brookhurst Junior High School Dale Junior High School Orangeview Junior High School South Junior High School Sycamore Junior High School	Funds (Cost Center):	Title I (3810)
--------------	---	----------------------------	----------------

2. List of Other Supportive Staff or Consultants:

Special Programs Office staff, Susan Stocks and Maribel Chavez, manage SES providers, in accordance with NCLB regulations.

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

Date:	November 2, 2009
-------	------------------

and shall diligently perform as specified and complete performance by:

Date:	May 15, 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:

Anaheim Union High School District (AUHSD) provided an information packet derived from the federal SES non-regulatory guidance, and discussed the information with prospective SES service providers at the SES service provider's meeting, on August 12, 2009.

5. District shall pay Consultant the maximum amount of

SES tutoring services are available to eligible students for a maximum of 19 hours and/or \$1,256.63 per student, or the most current state approved cost per student not to exceed \$15,000.

for services rendered

Total # of people:	One student per tutor.	# hours per day:	2 hours per session.	#of days:	1 to 2 days per week.
--------------------	------------------------	------------------	----------------------	-----------	-----------------------

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 Consultant agrees to the following requirements which are consistent with federal and state law:

- a. Assess and diagnose reading, math and/or science needs of each student, develop an SES Student Learning Plan in consultation with the parent that identifies specific achievement goals, and develop a timetable for each student's expected improvement. 20 U.S.C. §6316 (e)(3)(A).
- b. Meet the student for a minimum of two hours per week at a site determined by the parent/guardian and the consultant. 20 U.S.C. §6316 (e)(3)(A) and (B).
- c. Use research-proven instructional strategies that are designed to increase student academic achievement and are consistent with district and state content and achievement standards. 20 U.S.C. §6316 (e)(12)(C).
- d. Report to the parent/guardian: (1) the results of the initial assessment, (2) progress reports at least once per month, and (3) notify the parent when student is absent from the program. 20 U.S.C. §6316(e)(3)(A) and (B).
- e. Report to the district each student's progress by site, at least once every four weeks of instruction and report student's participation. The district will forward communications to the individual school. 20 U.S.C. §6316(e)(3)(A) and (B).

- f. Monitor student attendance. 20 U.S.C. §6316 (e)(3)(A) and (B).
- g. By June 15, 2010, the Consultant will provide the Special Programs Office a closing report (sorted by school), containing a list of participating students that includes the first and last date of participation and pre/post-testing data. 20 U.S.C. §6316(e)(3)(A) and (B). Final payment will not be issued until the district receives the closing reports for each student.
- h. The consultant will not disclose to the public the identity of any student eligible for, or receiving supplemental education services without written permission from the student's parents. 20 U.S.C. §6316 (e)(3)(E).
- i. The consultant will comply with all applicable health, safety and civil rights laws. 20 U.S.C. §6316 (e)(5)(C).
- j. The consultant agrees that the services will be secular, neutral, and non-ideological. NCLB Section 1116(e)(5)(D); 34 C.F.R. §200.47(b)(2)(ii)(D).
- k. Prior to beginning services, Consultant will provide the district proof of the following:
 - (1) A current liability insurance policy with a minimum coverage amount of one million dollars. The required certificate of insurance must include an additional insured endorsement, naming AUHSD as an additional insured under the policy.
 - (2) Proof of being fiscally sound. Title 5 SES (13075.2(c)(1)-(21).
 - (3) Evidence of being legally constituted to conduct business within the state of California. Title 5 SES (13075.2(c)(1)-(21)).
 - (4) Verification that the provider has not been removed from the state SES provider's list. Title 5 SES (13075.2(c)(1)-(21))]
- l. When providing a facility for meeting with students, consultant insures that the facility meets all applicable federal, state, and local health and safety laws. Title 5 SES (13075.2(c)(1)-(21).
- m. No later than June 15, 2010, consultant will submit to the Special Programs Office a final invoice for services rendered during the 2009-10 fiscal year.
- n. In addition to Paragraph 6 herein, the district may terminate this agreement for the following reasons:
 - (1) If consultant fails to meet the individual student achievement goals and timelines identified in paragraph (11)(a), the agreement to continue providing services to that student, may be terminated.
 - (2) Consultant fails to meet all of the requirements contained herein.
- o. If this agreement is terminated, the money designated for the consultant will be disencumbered.

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

Supplemental Educational Services are a requirement of NCLB, for schools that are designated years two through five of Program Improvement, and receive Title I funding.

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

The Special Programs Office annually disseminates the following information to state approved SES providers: which AUHSD schools offer SES, the process for becoming an AUHSD SES provider, and the requirements for providers specified in federal SES non-regulatory guidance. The Special Programs Office also assists SES providers with: publicizing the tutoring services, processing payments, processing students' SES applications, and student SES plan.

**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.

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:

15 th	day of	October	2009
------------------	--------	---------	------

by and between

Boyer Learning Center

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:

Boyer Learning Center, Supplemental Educational Services (SES) provider, will make available after-school tutoring in reading/English language arts, mathematics, and science, to socioeconomically disadvantaged students who attend Ball, Brookhurst, Dale, Orangeview, South, and Sycamore Junior High Schools. Boyer Learning Center also serves English learners and students with special needs. The tutoring is to be administered by California Department of Education approved SES providers, in accordance with policies prescribed in the No Child Left Behind (NCLB) Act of 2001.

Site/School:	Ball Junior High School Brookhurst Junior High School Dale Junior High School Orangeview Junior High School South Junior High School Sycamore Junior High School	Funds (Cost Center):	Title I (3810)
--------------	---	----------------------------	----------------

2. List of Other Supportive Staff or Consultants:

Special Programs Office staff, Susan Stocks and Maribel Chavez, manage SES providers, in accordance with NCLB regulations.

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

Date:	November 2, 2009
-------	------------------

and shall diligently perform as specified and complete performance by:

Date:	May 15, 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:

Anaheim Union High School District (AUHSD) provided an information packet derived from the federal SES non-regulatory guidance, and discussed the information with prospective SES service providers at the SES service provider's meeting, on August 12, 2009.

5. District shall pay Consultant the maximum amount of

SES tutoring services are available to eligible students for a maximum of 22.8 hours and/or \$1,256.63 per student, or the most current state approved cost per student not to exceed \$15,000.

for services rendered

Total # of people:	Six students per tutor.	# hours per day:	1 to 1.5 hours per session.	#of days:	1 to 3 days per week.
--------------------	-------------------------	------------------	-----------------------------	-----------	-----------------------

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 Consultant agrees to the following requirements which are consistent with federal and state law:

- a. Assess and diagnose reading, math and/or science needs of each student, develop an SES Student Learning Plan in consultation with the parent that identifies specific achievement goals, and develop a timetable for each student's expected improvement. 20 U.S.C. §6316 (e)(3)(A).
- b. Meet the student for a minimum of two hours per week at a site determined by the parent/guardian and the consultant. 20 U.S.C. §6316 (e)(3)(A) and (B).
- c. Use research-proven instructional strategies that are designed to increase student academic achievement and are consistent with district and state content and achievement standards. 20 U.S.C. §6316 (e)(12)(C).
- d. Report to the parent/guardian: (1) the results of the initial assessment, (2) progress reports at least once per month, and (3) notify the parent when student is absent from the program. 20 U.S.C. §6316(e)(3)(A) and (B).
- e. Report to the district each student's progress by site, at least once every four weeks of instruction and report student's participation. The district will forward communications to the individual school. 20 U.S.C. §6316(e)(3)(A) and (B).

- f. Monitor student attendance. 20 U.S.C. §6316 (e)(3)(A) and (B).
- g. By June 15, 2010, the Consultant will provide the Special Programs Office a closing report (sorted by school), containing a list of participating students that includes the first and last date of participation and pre/post-testing data. 20 U.S.C. §6316(e)(3)(A) and (B). Final payment will not be issued until the district receives the closing reports for each student.
- h. The consultant will not disclose to the public the identity of any student eligible for, or receiving supplemental education services without written permission from the student's parents. 20 U.S.C. §6316 (e)(3)(E).
- i. The consultant will comply with all applicable health, safety and civil rights laws. 20 U.S.C. §6316 (e)(5)(C).
- j. The consultant agrees that the services will be secular, neutral, and non-ideological. NCLB Section 1116(e)(5)(D); 34 C.F.R. §200.47(b)(2)(ii)(D).
- k. Prior to beginning services, Consultant will provide the district proof of the following:
 - (1) A current liability insurance policy with a minimum coverage amount of one million dollars. The required certificate of insurance must include an additional insured endorsement, naming AUHSD as an additional insured under the policy.
 - (2) Proof of being fiscally sound. Title 5 SES (13075.2(c)(1)-(21).
 - (3) Evidence of being legally constituted to conduct business within the state of California. Title 5 SES (13075.2(c)(1)-(21)).
 - (4) Verification that the provider has not been removed from the state SES provider's list. Title 5 SES (13075.2(c)(1)-(21))]
- l. When providing a facility for meeting with students, consultant insures that the facility meets all applicable federal, state, and local health and safety laws. Title 5 SES (13075.2(c)(1)-(21).
- m. No later than June 15, 2010, consultant will submit to the Special Programs Office a final invoice for services rendered during the 2009-10 fiscal year.
- n. In addition to Paragraph 6 herein, the district may terminate this agreement for the following reasons:
 - (1) If consultant fails to meet the individual student achievement goals and timelines identified in paragraph (11)(a), the agreement to continue providing services to that student, may be terminated.
 - (2) Consultant fails to meet all of the requirements contained herein.
- o. If this agreement is terminated, the money designated for the consultant will be disencumbered.

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

Supplemental Educational Services are a requirement of NCLB, for schools that are designated years two through five of Program Improvement, and receive Title I funding.

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

The Special Programs Office annually disseminates the following information to state approved SES providers: which AUHSD schools offer SES, the process for becoming an AUHSD SES provider, and the requirements for providers specified in federal SES non-regulatory guidance. The Special Programs Office also assists SES providers with: publicizing the tutoring services, processing payments, processing students' SES applications, and student SES plan.

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

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

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

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

CONSULTANT:	DISTRICT:
Typed Name of consultant (same as page 1):	
Boyer learning Center	Anaheim Union High School District
Typed Name/Title of Authorized Signatory:	
Geni Boyer/CEO	Frederick Navarro
Authorized Signature:	
Signature of Assistant Superintendent:	
Street Address:	
4300 Sisk Road, Suite D	501 Crescent Way, P.O. Box 3520
City, State, Zip Code	
Modesto, CA 95356	Anaheim, CA 92803-3520
Date:	
9/10/09	

Mark Appropriately:

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

Social Security Number* or X Federal Identification Number*

	65-1207099
--	------------

*Or, initial below:

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

Telephone Number:

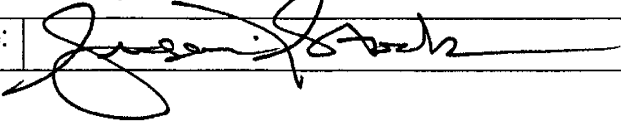
E-mail Address:

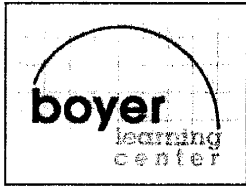
(209) 545-3993	gb@boyerassociates.com
----------------	------------------------

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

PRINCIPAL/DISTRICT ADMINISTRATOR:

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

Signature:		Date:	9/10/09
------------	---	-------	---------



BOYER LEARNING CENTER PROGRAM DESCRIPTION

Boyer Learning Center (BLC) provides supplemental educational support services in language arts, mathematics, science and/or English Language Development (ELD). All *content, instruction and materials* support the learning and attainment of state content and performance standards, and are aligned with state curriculum frameworks as well as with grade level expectations. **BLC** programs and interventions are cemented in best practices and current research. Current research on intervention programs as well as effective teaching/learning methods highlight the importance of personal connections, relevance, direct instruction, multimodal learning strategies, scaffolded materials and immediate feedback as key components of an effective program model. Implementation of these principles has contributed to the success that **Boyer Learning Center** has had in helping student accelerate learning and achieve at higher levels.

Instruction is provided in a face-to-face environment with the student receiving tutoring individually or in small *leveled* groups of up to 6 students. Tutoring sessions are held at the school site where available. Tutors are highly qualified and receive an average of 8 hours of training prior to starting the tutoring sessions. Site and area supervisors monitor the performance of tutors, provide coaching where needed and closely monitor the progress made by each student.

Once the area needed for tutoring (English, math, science) has been identified, an individual learning plan is developed for each student outlining specific learning goals. Learning goals are based on data obtained from a standards-based diagnostic assessment given on the first day of tutoring and from an initial interview conducted with the student and parent. Each tutoring lesson starts with instruction focused helping the student learn grade level and subject specific academic language followed by a segment of (a) guided *planned* oral discussion (mental math or specific critical thinking strategies), (c) direct instruction on the specific skills or concepts needed to achieve the student's learning goals, and (d) independent practice on the skills learned. Weekly informal written parent reports communicate the student's progress as well as the formal reports that parents receive after 11 hours of tutoring and upon completion of the tutoring cycle. Students are given incentives for attendance and after completion of their tutorial sessions.

If a student qualifies for special education, instruction and interventions provided by **Boyer Learning Center (BLC)** are coordinated with the student's IEP and 504 plans. Although **Boyer Learning Center** is not set up to provide *specialized* special education services, we employ special education teachers and many students who participate in the District's Resource Specialist Program (RSP) benefit from the programs, support and interventions offered by **BLC**.

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:

15 th	day of	October	2009
------------------	--------	---------	------

by and between

Carney Educational Services

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:

Carney Educational Services, a Supplemental Educational Services (SES) provider, will make available after-school tutoring in reading/English language arts, mathematics, and science, to socioeconomically disadvantaged students who attend Ball, Brookhurst, Dale, Orangeview, South, and Sycamore Junior High Schools. Carney Educational Services also serves English learners and students with special needs. The tutoring is to be administered by California Department of Education approved SES providers, in accordance with policies prescribed in the No Child Left Behind (NCLB) Act of 2001.
--

Site/School:	Ball Junior High School Brookhurst Junior High School Dale Junior High School Orangeview Junior High School South Junior High School Sycamore Junior High School	Funds (Cost Center):	Title I (3810)
--------------	---	----------------------------	----------------

2. List of Other Supportive Staff or Consultants:

Special Programs Office staff, Susan Stocks and Maribel Chavez, manage SES providers, in accordance with NCLB regulations.
--

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

Date:	November 2, 2009
-------	------------------

and shall diligently perform as specified and complete performance by:

Date:	May 15, 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:

Anaheim Union High School District (AUHSD) provided an information packet derived from the federal SES non-regulatory guidance, and discussed the information with prospective SES service providers at the SES service provider's meeting, on August 12, 2009.

5. District shall pay Consultant the maximum amount of

SES tutoring services are available to eligible students for a maximum of 27.75 hours and/or \$1,256.63 per student, or the most current state approved cost per student not to exceed \$30,000.

for services rendered

Total # of people:	One student per tutor.	# hours per day:	1 to 2 hours per session.	#of days:	1 to 3 days per week.
--------------------	------------------------	------------------	---------------------------	-----------	-----------------------

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 Consultant agrees to the following requirements which are consistent with federal and state law:

- a. Assess and diagnose reading, math and/or science needs of each student, develop an SES Student Learning Plan in consultation with the parent that identifies specific achievement goals, and develop a timetable for each student's expected improvement. 20 U.S.C. §6316 (e)(3)(A).
- b. Meet the student for a minimum of two hours per week at a site determined by the parent/guardian and the consultant. 20 U.S.C. §6316 (e)(3)(A) and (B).
- c. Use research-proven instructional strategies that are designed to increase student academic achievement and are consistent with district and state content and achievement standards. 20 U.S.C. §6316 (e)(12)(C).
- d. Report to the parent/guardian: (1) the results of the initial assessment, (2) progress reports at least once per month, and (3) notify the parent when student is absent from the program. 20 U.S.C. §6316(e)(3)(A) and (B).
- e. Report to the district each student's progress by site, at least once every four weeks of instruction and report student's participation. The district will forward communications to the individual school. 20 U.S.C. §6316(e)(3)(A) and (B).

- f. Monitor student attendance. 20 U.S.C. §6316 (e)(3)(A) and (B).
- g. By June 15, 2010, the Consultant will provide the Special Programs Office a closing report (sorted by school), containing a list of participating students that includes the first and last date of participation and pre/post-testing data. 20 U.S.C. §6316(e)(3)(A) and (B). Final payment will not be issued until the district receives the closing reports for each student.
- h. The consultant will not disclose to the public the identity of any student eligible for, or receiving supplemental education services without written permission from the student's parents. 20 U.S.C. §6316 (e)(3)(E).
- i. The consultant will comply with all applicable health, safety and civil rights laws. 20 U.S.C. §6316 (e)(5)(C).
- j. The consultant agrees that the services will be secular, neutral, and non-ideological. NCLB Section 1116(e)(5)(D); 34 C.F.R. §200.47(b)(2)(ii)(D).
- k. Prior to beginning services, Consultant will provide the district proof of the following:
 - (1) A current liability insurance policy with a minimum coverage amount of one million dollars. The required certificate of insurance must include an additional insured endorsement, naming AUHSD as an additional insured under the policy.
 - (2) Proof of being fiscally sound. Title 5 SES (13075.2(c)(1)-(21).
 - (3) Evidence of being legally constituted to conduct business within the state of California. Title 5 SES (13075.2(c)(1)-(21)).
 - (4) Verification that the provider has not been removed from the state SES provider's list. Title 5 SES (13075.2(c)(1)-(21))]
- l. When providing a facility for meeting with students, consultant insures that the facility meets all applicable federal, state, and local health and safety laws. Title 5 SES (13075.2(c)(1)-(21).
- m. No later than June 15, 2010, consultant will submit to the Special Programs Office a final invoice for services rendered during the 2009-10 fiscal year.
- n. In addition to Paragraph 6 herein, the district may terminate this agreement for the following reasons:
 - (1) If consultant fails to meet the individual student achievement goals and timelines identified in paragraph (11)(a), the agreement to continue providing services to that student, may be terminated.
 - (2) Consultant fails to meet all of the requirements contained herein.
- o. If this agreement is terminated, the money designated for the consultant will be disencumbered.

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

Supplemental Educational Services are a requirement of NCLB, for schools that are designated years two through five of Program Improvement, and receive Title I funding.

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

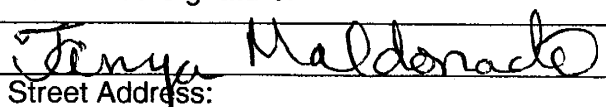
The Special Programs Office annually disseminates the following information to state approved SES providers: which AUHSD schools offer SES, the process for becoming an AUHSD SES provider, and the requirements for providers specified in federal SES non-regulatory guidance. The Special Programs Office also assists SES providers with: publicizing the tutoring services, processing payments, processing students' SES applications, and student SES plan.

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

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

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

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

CONSULTANT:		DISTRICT:	
Typed Name of consultant (same as page 1):			
Carney Educational Services		Anaheim Union High School District	
Typed Name/Title of Authorized Signatory:		Typed Name of Assistant Superintendent:	
Tanya Maldonado/Director of SES		Frederick Navarro	
Authorized Signature:		Signature of Assistant Superintendent:	
			
Street Address:		Street Address:	
430 Grand Cypress Ave. #103		501 Crescent Way, P.O. Box 3520	
City, State, Zip Code		City, State, Zip Code	
Palmdale, CA 93551		Anaheim, CA 92803-3520	
Date:		Date:	
09/10/09			

Mark Appropriately:

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

Social Security Number* or X Federal Identification Number*

	95-4764967
--	------------

*Or, initial below:

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

Telephone Number:

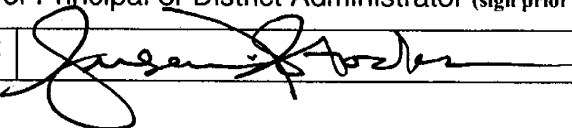
E-mail Address:

(888) 511-7737	tanyam@carneyed.com
----------------	---------------------

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

PRINCIPAL/DISTRICT ADMINISTRATOR:

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

Signature:		Date:	9/10/09
------------	---	-------	---------

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

EDUCATIONAL CONSULTING AGREEMENT

THIS AGREEMENT is made and entered into this:

15 th	day of	October	2009
------------------	--------	---------	------

by and between

Club Z!

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:

Club Z!, a Supplemental Educational Services (SES) provider, will make available after-school tutoring in reading/English language arts, mathematics, and science, to socioeconomically disadvantaged students who attend Ball, Brookhurst, Dale, Orangeview, South, and Sycamore Junior High Schools. Club Z! also serves English learners and students with special needs. The tutoring is to be administered by California Department of Education approved SES providers, in accordance with policies prescribed in the No Child Left Behind (NCLB) Act of 2001.

Site/School:	Ball Junior High School Brookhurst Junior High School Dale Junior High School Orangeview Junior High School South Junior High School Sycamore Junior High School	Funds (Cost Center):	Title I (3810)
--------------	---	----------------------------	----------------

2. List of Other Supportive Staff or Consultants:

Special Programs Office staff, Susan Stocks and Maribel Chavez, manage SES providers, in accordance with NCLB regulations.

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

Date:	November 2, 2009
-------	------------------

and shall diligently perform as specified and complete performance by:

Date:	May 15, 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:

Anaheim Union High School District (AUHSD) provided an information packet derived from the federal SES non-regulatory guidance, and discussed the information with prospective SES service providers at the SES service provider's meeting, on August 12, 2009.

5. District shall pay Consultant the maximum amount of

SES tutoring services are available to eligible students for a maximum of 22 hours and/or \$1,256.63 per student, or the most current state approved cost per student not to exceed \$125,000.

for services rendered

Total # of people:	One student per tutor.	# hours per day:	1.5 to 2 hours per session.	#of days:	1 to 3 days per week.
--------------------	------------------------	------------------	-----------------------------	-----------	-----------------------

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 Consultant agrees to the following requirements which are consistent with federal and state law:

- a. Assess and diagnose reading, math and/or science needs of each student, develop an SES Student Learning Plan in consultation with the parent that identifies specific achievement goals, and develop a timetable for each student's expected improvement. 20 U.S.C. §6316 (e)(3)(A).
- b. Meet the student for a minimum of two hours per week at a site determined by the parent/guardian and the consultant. 20 U.S.C. §6316 (e)(3)(A) and (B).
- c. Use research-proven instructional strategies that are designed to increase student academic achievement and are consistent with district and state content and achievement standards. 20 U.S.C. §6316 (e)(12)(C).
- d. Report to the parent/guardian: (1) the results of the initial assessment, (2) progress reports at least once per month, and (3) notify the parent when student is absent from the program. 20 U.S.C. §6316(e)(3)(A) and (B).
- e. Report to the district each student's progress by site, at least once every four weeks of instruction and report student's participation. The district will forward communications to the individual school. 20 U.S.C. §6316(e)(3)(A) and (B).

- f. Monitor student attendance. 20 U.S.C. §6316 (e)(3)(A) and (B).
- g. By June 15, 2010, the Consultant will provide the Special Programs Office a closing report (sorted by school), containing a list of participating students that includes the first and last date of participation and pre/post-testing data. 20 U.S.C. §6316(e)(3)(A) and (B). Final payment will not be issued until the district receives the closing reports for each student.
- h. The consultant will not disclose to the public the identity of any student eligible for, or receiving supplemental education services without written permission from the student's parents. 20 U.S.C. §6316 (e)(3)(E).
- i. The consultant will comply with all applicable health, safety and civil rights laws. 20 U.S.C. §6316 (e)(5)(C).
- j. The consultant agrees that the services will be secular, neutral, and non-ideological. NCLB Section 1116(e)(5)(D); 34 C.F.R. §200.47(b)(2)(ii)(D).
- k. Prior to beginning services, Consultant will provide the district proof of the following:
 - (1) A current liability insurance policy with a minimum coverage amount of one million dollars. The required certificate of insurance must include an additional insured endorsement, naming AUHSD as an additional insured under the policy.
 - (2) Proof of being fiscally sound. Title 5 SES (13075.2(c)(1)-(21).
 - (3) Evidence of being legally constituted to conduct business within the state of California. Title 5 SES (13075.2(c)(1)-(21)).
 - (4) Verification that the provider has not been removed from the state SES provider's list. Title 5 SES (13075.2(c)(1)-(21))]
- l. When providing a facility for meeting with students, consultant insures that the facility meets all applicable federal, state, and local health and safety laws. Title 5 SES (13075.2(c)(1)-(21).
- m. No later than June 15, 2010, consultant will submit to the Special Programs Office a final invoice for services rendered during the 2009-10 fiscal year.
- n. In addition to Paragraph 6 herein, the district may terminate this agreement for the following reasons:
 - (1) If consultant fails to meet the individual student achievement goals and timelines identified in paragraph (11)(a), the agreement to continue providing services to that student, may be terminated.
 - (2) Consultant fails to meet all of the requirements contained herein.
- o. If this agreement is terminated, the money designated for the consultant will be disencumbered.

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

Supplemental Educational Services are a requirement of NCLB, for schools that are designated years two through five of Program Improvement, and receive Title I funding.

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

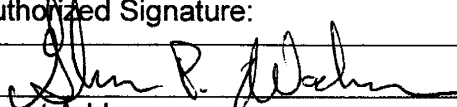
The Special Programs Office annually disseminates the following information to state approved SES providers: which AUHSD schools offer SES, the process for becoming an AUHSD SES provider, and the requirements for providers specified in federal SES non-regulatory guidance. The Special Programs Office also assists SES providers with: publicizing the tutoring services, processing payments, processing students' SES applications, and student SES plan.

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

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

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

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

CONSULTANT:		DISTRICT:	
Typed Name of consultant (same as page 1):			
Club Z!		Anaheim Union High School District	
Typed Name/Title of Authorized Signatory:		Typed Name of Assistant Superintendent:	
Glenn P. Walker/President		Frederick Navarro	
Authorized Signature:		Signature of Assistant Superintendent:	
			
Street Address:		Street Address:	
8357 Petunia Way		501 Crescent Way, P.O. Box 3520	
City, State, Zip Code		City, State, Zip Code	
Buena Park, CA 90620		Anaheim, CA 92803-3520	
Date:		Date:	
09/10/09			

Mark Appropriately:

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

Social Security Number* or X Federal Identification Number*

	20-5153598
--	------------

*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) 521-1616	Clubzbp@sbcglobal.net
----------------	-----------------------

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

PRINCIPAL/DISTRICT ADMINISTRATOR:

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

Signature:		Date:	9/10/09
------------	---	-------	---------

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

EDUCATIONAL CONSULTING AGREEMENT

THIS AGREEMENT is made and entered into this:

15 th	day of	October	2009
------------------	--------	---------	------

by and between

Doctrina Tutoring

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:

Doctrina Tutoring, a Supplemental Educational Services (SES) provider, will make available after-school tutoring in reading/English language arts, mathematics, and science, to socioeconomically disadvantaged students who attend Ball, Brookhurst, Dale, Orangeview, South, and Sycamore Junior High Schools. Doctrina Tutoring also serves English learners and students with special needs. The tutoring is to be administered by California Department of Education approved SES providers, in accordance with policies prescribed in the No Child Left Behind (NCLB) Act of 2001.

Site/School:	Ball Junior High School Brookhurst Junior High School Dale Junior High School Orangeview Junior High School South Junior High School Sycamore Junior High School	Funds (Cost Center):	Title I (3810)
--------------	---	----------------------------	----------------

2. List of Other Supportive Staff or Consultants:

Special Programs Office staff, Susan Stocks and Maribel Chavez, manage SES providers, in accordance with NCLB regulations.

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

Date:	November 2, 2009
-------	------------------

and shall diligently perform as specified and complete performance by:

Date:	May 15, 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:

Anaheim Union High School District (AUHSD) provided an information packet derived from the federal SES non-regulatory guidance, and discussed the information with prospective SES service providers at the SES service provider's meeting, on August 12, 2009.

5. District shall pay Consultant the maximum amount of

SES tutoring services are available to eligible students for a maximum of 30 hours and/or \$1,256.63 per student, or the most current state approved cost per student not to exceed \$15,000.

for services rendered

Total # of people:	One student per tutor.	# hours per day:	1.5 to 2 hours per session.	#of days:	1 to 3 days per week.
--------------------	------------------------	------------------	-----------------------------	-----------	-----------------------

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 Consultant agrees to the following requirements which are consistent with federal and state law:

- a. Assess and diagnose reading, math and/or science needs of each student, develop an SES Student Learning Plan in consultation with the parent that identifies specific achievement goals, and develop a timetable for each student's expected improvement. 20 U.S.C. §6316 (e)(3)(A).
- b. Meet the student for a minimum of two hours per week at a site determined by the parent/guardian and the consultant. 20 U.S.C. §6316 (e)(3)(A) and (B).
- c. Use research-proven instructional strategies that are designed to increase student academic achievement and are consistent with district and state content and achievement standards. 20 U.S.C. §6316 (e)(12)(C).
- d. Report to the parent/guardian: (1) the results of the initial assessment, (2) progress reports at least once per month, and (3) notify the parent when student is absent from the program. 20 U.S.C. §6316(e)(3)(A) and (B).
- e. Report to the district each student's progress by site, at least once every four weeks of instruction and report student's participation. The district will forward communications to the individual school. 20 U.S.C. §6316(e)(3)(A) and (B).

- f. Monitor student attendance. 20 U.S.C. §6316 (e)(3)(A) and (B).
- g. By June 15, 2010, the Consultant will provide the Special Programs Office a closing report (sorted by school), containing a list of participating students that includes the first and last date of participation and pre/post-testing data. 20 U.S.C. §6316(e)(3)(A) and (B). Final payment will not be issued until the district receives the closing reports for each student.
- h. The consultant will not disclose to the public the identity of any student eligible for, or receiving supplemental education services without written permission from the student's parents. 20 U.S.C. §6316 (e)(3)(E).
- i. The consultant will comply with all applicable health, safety and civil rights laws. 20 U.S.C. §6316 (e)(5)(C).
- j. The consultant agrees that the services will be secular, neutral, and non-ideological. NCLB Section 1116(e)(5)(D); 34 C.F.R. §200.47(b)(2)(ii)(D).
- k. Prior to beginning services, Consultant will provide the district proof of the following:
 - (1) A current liability insurance policy with a minimum coverage amount of one million dollars. The required certificate of insurance must include an additional insured endorsement, naming AUHSD as an additional insured under the policy.
 - (2) Proof of being fiscally sound. Title 5 SES (13075.2(c)(1)-(21).
 - (3) Evidence of being legally constituted to conduct business within the state of California. Title 5 SES (13075.2(c)(1)-(21)).
 - (4) Verification that the provider has not been removed from the state SES provider's list. Title 5 SES (13075.2(c)(1)-(21))]
- l. When providing a facility for meeting with students, consultant insures that the facility meets all applicable federal, state, and local health and safety laws. Title 5 SES (13075.2(c)(1)-(21).
- m. No later than June 15, 2010, consultant will submit to the Special Programs Office a final invoice for services rendered during the 2009-10 fiscal year.
- n. In addition to Paragraph 6 herein, the district may terminate this agreement for the following reasons:
 - (1) If consultant fails to meet the individual student achievement goals and timelines identified in paragraph (11)(a), the agreement to continue providing services to that student, may be terminated.
 - (2) Consultant fails to meet all of the requirements contained herein.
- o. If this agreement is terminated, the money designated for the consultant will be disencumbered.

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

Supplemental Educational Services are a requirement of NCLB, for schools that are designated years two through five of Program Improvement, and receive Title I funding.

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

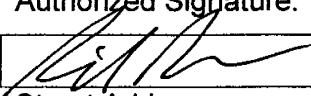
The Special Programs Office annually disseminates the following information to state approved SES providers: which AUHSD schools offer SES, the process for becoming an AUHSD SES provider, and the requirements for providers specified in federal SES non-regulatory guidance. The Special Programs Office also assists SES providers with: publicizing the tutoring services, processing payments, processing students' SES applications, and student SES plan.

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

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

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

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

CONSULTANT:	DISTRICT:
Typed Name of consultant (same as page 1):	
Doctrina Tutoring	Anaheim Union High School District
Typed Name/Title of Authorized Signatory:	Typed Name of Assistant Superintendent:
Richard Farace/CEO	Frederick Navarro
Authorized Signature:	Signature of Assistant Superintendent:
	
Street Address:	Street Address:
1501 Front St. #102	501 Crescent Way, P.O. Box 3520
City, State, Zip Code	City, State, Zip Code
San Diego, CA 92101	Anaheim, CA 92803-3520
Date:	Date:
09/10/09	

Mark Appropriately:

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

Social Security Number* or X Federal Identification Number*

	20-4343274
--	------------

*Or, initial below:

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

Telephone Number:

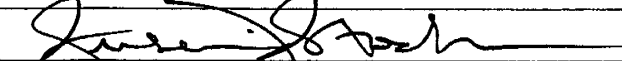
E-mail Address:

(888) 367-2249	info@doctrinatutoring.com
----------------	---------------------------

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

PRINCIPAL/DISTRICT ADMINISTRATOR:

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

Signature: 	Date: 9/10/09
--	---------------



DOCTRINA TUTORING
1501 FRONT ST.
SAN DIEGO, CA 92101

Doctrina Tutoring is designed to specifically address California grade-level standards in grades 1-8. Doctrina Tutoring's strategies are based upon research and successful methods of academic coaching.

The goal of Doctrina is to provide an efficient, realistic, simple, and focused program that is coherent and aligned with state standards. The objective is to incorporate the State standards into a high quality one-on-one program.

California Curriculum Standards are incorporated into a consistent one-on-one educational program at Doctrina Tutoring, while enriching essential mathematic and/or reading/language skills. This allows learners to improve their California Standardized Testing results. Doctrina offers the *Math and Reading Excellence Program* that is specifically designed for California No Child Left Behind Supplemental Services. Curriculum is driven by the State of California & NCLB themes of accountability and achievement. Doctrina Tutoring's *Excellence Program* follows a blueprint of achievement for the California Standards Tests (CSTs), an important component of California Standardized Testing and Reporting Program.

Doctrina utilizes the benefits of *one-on-one* in-home instruction to specifically address student achievement goals. The total duration is thirty or more hours for each student. Each student connects with their own personal teacher thus allowing them to have the individualized help and guidance needed to ensure comprehension of mathematics or reading. This method incorporates all learning styles making it ideal for students who may have various learning strengths and weaknesses. Doctrina Tutoring provides tutoring for all students, including those with special needs or who are English language learners. Attention toward a student's Individual Educational Plans (IEPs) and/or 504 plan is part of the coordinated effort between this tutoring program and the school to address the particular needs of each student.

Doctrina employs ***Individualized Instruction*** using a baseline data that details remedial and basic needs to establish academic goals and provide a timeline for mastery. Use of individualized instruction assists in determining the needs of students by addressing individual learning styles, providing active learning opportunities, promoting collaborative learning, improving attitudes, engaging student interest and reducing inequities. Doctrina also cultivates a ***Mastery Teaching*** model. This model engages students' learning at their own pace. The steps of Mastery Teaching include: orientation, presentation, structured practice, guided practice, and, finally, independent practice. Problem solving or critical skills "problems of the day" are an important part of each lesson. These "warm-ups" are used before instruction or as reinforcement and practice after the lesson is introduced. These activities are designed to encourage students to think about and discuss concepts through challenging problem solving situations.

Conceptually-based instructional lessons are provided for each standard. These detailed lessons supply structured support and essential content information for teachers. Lesson practice models and pages are provided for teaching examples and practice exercises for each lesson. The lessons on the practice pages are designed to extend the understanding from the instructional activities to paper-and-pencil recording. This practice is available as consumable books provided by Pearson-Scott Foresman. In addition, practice worksheets and reading materials are provided by Pearson. Games and activities are made available for additional support in a fun and

**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:

15 th	day of	October	2009
------------------	--------	---------	------

by and between

EduThink

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:

EduThink, a Supplemental Educational Services (SES) provider, will make available after-school tutoring in reading/English language arts, mathematics, and science, to socioeconomically disadvantaged students who attend Ball, Brookhurst, Dale, Orangeview, South, and Sycamore Junior High Schools. EduThink also serves English learners and students with special needs. The tutoring is to be administered by California Department of Education approved SES providers, in accordance with policies prescribed in the No Child Left Behind (NCLB) Act of 2001.

Site/School:	Ball Junior High School Brookhurst Junior High School Dale Junior High School Orangeview Junior High School South Junior High School Sycamore Junior High School	Funds (Cost Center):	Title I (3810)
--------------	---	----------------------------	----------------

2. List of Other Supportive Staff or Consultants:

Special Programs Office staff, Susan Stocks and Maribel Chavez, manage SES providers, in accordance with NCLB regulations.

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

Date:	November 2, 2009
-------	------------------

and shall diligently perform as specified and complete performance by:

Date:	May 15, 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:

Anaheim Union High School District (AUHSD) provided an information packet derived from the federal SES non-regulatory guidance, and discussed the information with prospective SES service providers at the SES service provider's meeting, on August 12, 2009.

5. District shall pay Consultant the maximum amount of

SES tutoring services are available to eligible students for a maximum of 84 hours and/or \$1,256.63 per student, or the most current state approved cost per student not to exceed \$15,000.

for services rendered

Total # of people:	20 students per tutor.	# hours per day:	1 to 4 hours per session.	#of days:	1 to 6 days per week.
--------------------	------------------------	------------------	---------------------------	-----------	-----------------------

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 Consultant agrees to the following requirements which are consistent with federal and state law:

- a. Assess and diagnose reading, math and/or science needs of each student, develop an SES Student Learning Plan in consultation with the parent that identifies specific achievement goals, and develop a timetable for each student's expected improvement. 20 U.S.C. §6316 (e)(3)(A).
- b. Meet the student for a minimum of two hours per week at a site determined by the parent/guardian and the consultant. 20 U.S.C. §6316 (e)(3)(A) and (B).
- c. Use research-proven instructional strategies that are designed to increase student academic achievement and are consistent with district and state content and achievement standards. 20 U.S.C. §6316 (e)(12)(C).
- d. Report to the parent/guardian: (1) the results of the initial assessment, (2) progress reports at least once per month, and (3) notify the parent when student is absent from the program. 20 U.S.C. §6316(e)(3)(A) and (B).
- e. Report to the district each student's progress by site, at least once every four weeks of instruction and report student's participation. The district will forward communications to the individual school. 20 U.S.C. §6316(e)(3)(A) and (B).

- f. Monitor student attendance. 20 U.S.C. §6316 (e)(3)(A) and (B).
- g. By June 15, 2010, the Consultant will provide the Special Programs Office a closing report (sorted by school), containing a list of participating students that includes the first and last date of participation and pre/post-testing data. 20 U.S.C. §6316(e)(3)(A) and (B). Final payment will not be issued until the district receives the closing reports for each student.
- h. The consultant will not disclose to the public the identity of any student eligible for, or receiving supplemental education services without written permission from the student's parents. 20 U.S.C. §6316 (e)(3)(E).
- i. The consultant will comply with all applicable health, safety and civil rights laws. 20 U.S.C. §6316 (e)(5)(C).
- j. The consultant agrees that the services will be secular, neutral, and non-ideological. NCLB Section 1116(e)(5)(D); 34 C.F.R. §200.47(b)(2)(ii)(D).
- k. Prior to beginning services, Consultant will provide the district proof of the following:
 - (1) A current liability insurance policy with a minimum coverage amount of one million dollars. The required certificate of insurance must include an additional insured endorsement, naming AUHSD as an additional insured under the policy.
 - (2) Proof of being fiscally sound. Title 5 SES (13075.2(c)(1)-(21).
 - (3) Evidence of being legally constituted to conduct business within the state of California. Title 5 SES (13075.2(c)(1)-(21)).
 - (4) Verification that the provider has not been removed from the state SES provider's list. Title 5 SES (13075.2(c)(1)-(21))]
- l. When providing a facility for meeting with students, consultant insures that the facility meets all applicable federal, state, and local health and safety laws. Title 5 SES (13075.2(c)(1)-(21).
- m. No later than June 15, 2010, consultant will submit to the Special Programs Office a final invoice for services rendered during the 2009-10 fiscal year.
- n. In addition to Paragraph 6 herein, the district may terminate this agreement for the following reasons:
 - (1) If consultant fails to meet the individual student achievement goals and timelines identified in paragraph (11)(a), the agreement to continue providing services to that student, may be terminated.
 - (2) Consultant fails to meet all of the requirements contained herein.
- o. If this agreement is terminated, the money designated for the consultant will be disencumbered.

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

Supplemental Educational Services are a requirement of NCLB, for schools that are designated years two through five of Program Improvement, and receive Title I funding.

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

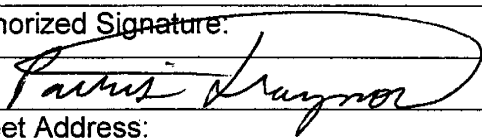
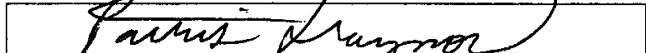
The Special Programs Office annually disseminates the following information to state approved SES providers: which AUHSD schools offer SES, the process for becoming an AUHSD SES provider, and the requirements for providers specified in federal SES non-regulatory guidance. The Special Programs Office also assists SES providers with: publicizing the tutoring services, processing payments, processing students' SES applications, and student SES plan.

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

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

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

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

CONSULTANT:	DISTRICT:
Typed Name of consultant (same as page 1):	
EduThink	Anaheim Union High School District
Typed Name/Title of Authorized Signatory:	
Patrick Traynor/President	Frederick Navarro
Authorized Signature:	
	
Signature of Assistant Superintendent:	
	
Street Address:	
67 Pinewood	501 Crescent Way, P.O. Box 3520
City, State, Zip Code	
Irvine, CA 92604	Anaheim, CA 92803-3520
Date:	
9/10/09	

Mark Appropriately:

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

Social Security Number* or X Federal Identification Number*

	27-0697451
--	------------

*Or, initial below:

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

Telephone Number:

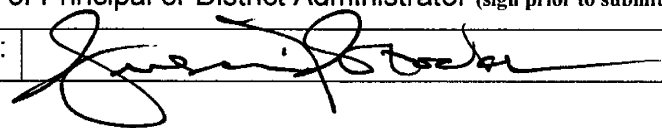
E-mail Address:

(909) 653-3471	patricktraynor@eduthink.info
----------------	------------------------------

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:	9/10/09
------------	---	-------	---------



67 Pinewood
Irvine, CA 92604
(866)413-3282

Provider Description

EduThink offers online tutoring services with live tutors in real time. All of our tutors have specific training in the most effective research based strategy, Direct Instruction. All are experts on a particular group of standards. The tutor education and experience levels range from University of California students with exceptional marks in English and Math, UC graduate students who have graduated with honors, current or former directors of curriculum and instruction, principals, superintendents, curriculum program specialists, teachers on special assignment, teachers, former superintendents, and educators with masters degrees and Ph.D. degrees in educational specialties, all highly savvy educational technology experts.

The way our program works is kids take a pretest. Then they are assigned a learning plan. The learning plan places the students in groups of equal skill level in either Reading Language Arts or Math. EduThink uses the Understanding by Design model and uses California's released test questions as the end goal. That is, our goal is for students to have all of the the skills necessary to get the state's released test questions correct.

To do this, first, the academic vocabulary of the state standard is taught, the key concepts are taught, and then examples are modeled.

After students have demonstrated understanding of the question, they are guided through a guided practice portion of the lesson with the tutor. Then they are given a final question to determine if they have mastered the standard.

All tutors are supervised online by a master teacher who has an extensive background in staff development.

Because EduThink is an online company with extensive background and experience in the field of education, it is able to offer highly efficient and effective services. In fact, EduThink offers approximately 85 hours of free online tutoring for each child in Anaheim Union High School District. This is due to its exceptionally low charge per hour per student to the district, \$15/hour/student.

Student responses are recorded and learning is monitored for mastery and adjustments are made so that each student receive the instruction most needed.

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:

15 th	day of	October	2009
------------------	--------	---------	------

by and between

Friendly Community Outreach Center

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:

Friendly Community Outreach Center, a Supplemental Educational Services (SES) provider, will make available after-school tutoring in reading/English language arts, mathematics, and science, to socioeconomically disadvantaged students who attend Ball, Brookhurst, Dale, Orangeview, South, and Sycamore Junior High Schools. Friendly Community Outreach Center also serves English learners and students with special needs. The tutoring is to be administered by California Department of Education approved SES providers, in accordance with policies prescribed in the No Child Left Behind (NCLB) Act of 2001.
--

Site/School:	Ball Junior High School Brookhurst Junior High School Dale Junior High School Orangeview Junior High School South Junior High School Sycamore Junior High School	Funds (Cost Center):	Title I (3810)
--------------	---	----------------------------	----------------

2. List of Other Supportive Staff or Consultants:

Special Programs Office staff, Susan Stocks and Maribel Chavez, manage SES providers, in accordance with NCLB regulations.
--

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

Date:	November 2, 2009
-------	------------------

and shall diligently perform as specified and complete performance by:

Date:	May 15, 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:

Anaheim Union High School District (AUHSD) provided an information packet derived from the federal SES non-regulatory guidance, and discussed the information with prospective SES service providers at the SES service provider's meeting, on August 12, 2009.

5. District shall pay Consultant the maximum amount of

SES tutoring services are available to eligible students for a maximum of 21 hours and/or \$1,256.63 per student, or the most current state approved cost per student not to exceed \$15,000.

for services rendered

Total # of people:	1 to 5 students per tutor.	# hours per day:	1 to 2 hours per session.	#of days:	1 to 2 days per week.
--------------------	----------------------------	------------------	---------------------------	-----------	-----------------------

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 Consultant agrees to the following requirements which are consistent with federal and state law:

- a. Assess and diagnose reading, math and/or science needs of each student, develop an SES Student Learning Plan in consultation with the parent that identifies specific achievement goals, and develop a timetable for each student's expected improvement. 20 U.S.C. §6316 (e)(3)(A).
- b. Meet the student for a minimum of two hours per week at a site determined by the parent/guardian and the consultant. 20 U.S.C. §6316 (e)(3)(A) and (B).
- c. Use research-proven instructional strategies that are designed to increase student academic achievement and are consistent with district and state content and achievement standards. 20 U.S.C. §6316 (e)(12)(C).
- d. Report to the parent/guardian: (1) the results of the initial assessment, (2) progress reports at least once per month, and (3) notify the parent when student is absent from the program. 20 U.S.C. §6316(e)(3)(A) and (B).
- e. Report to the district each student's progress by site, at least once every four weeks of instruction and report student's participation. The district will forward communications to the individual school. 20 U.S.C. §6316(e)(3)(A) and (B).

- f. Monitor student attendance. 20 U.S.C. §6316 (e)(3)(A) and (B).
- g. By June 15, 2010, the Consultant will provide the Special Programs Office a closing report (sorted by school), containing a list of participating students that includes the first and last date of participation and pre/post-testing data. 20 U.S.C. §6316(e)(3)(A) and (B). Final payment will not be issued until the district receives the closing reports for each student.
- h. The consultant will not disclose to the public the identity of any student eligible for, or receiving supplemental education services without written permission from the student's parents. 20 U.S.C. §6316 (e)(3)(E).
- i. The consultant will comply with all applicable health, safety and civil rights laws. 20 U.S.C. §6316 (e)(5)(C).
- j. The consultant agrees that the services will be secular, neutral, and non-ideological. NCLB Section 1116(e)(5)(D); 34 C.F.R. §200.47(b)(2)(ii)(D).
- k. Prior to beginning services, Consultant will provide the district proof of the following:
 - (1) A current liability insurance policy with a minimum coverage amount of one million dollars. The required certificate of insurance must include an additional insured endorsement, naming AUHSD as an additional insured under the policy.
 - (2) Proof of being fiscally sound. Title 5 SES (13075.2(c)(1)-(21).
 - (3) Evidence of being legally constituted to conduct business within the state of California. Title 5 SES (13075.2(c)(1)-(21)).
 - (4) Verification that the provider has not been removed from the state SES provider's list. Title 5 SES (13075.2(c)(1)-(21))]
- l. When providing a facility for meeting with students, consultant insures that the facility meets all applicable federal, state, and local health and safety laws. Title 5 SES (13075.2(c)(1)-(21).
- m. No later than June 15, 2010, consultant will submit to the Special Programs Office a final invoice for services rendered during the 2009-10 fiscal year.
- n. In addition to Paragraph 6 herein, the district may terminate this agreement for the following reasons:
 - (1) If consultant fails to meet the individual student achievement goals and timelines identified in paragraph (11)(a), the agreement to continue providing services to that student, may be terminated.
 - (2) Consultant fails to meet all of the requirements contained herein.
- o. If this agreement is terminated, the money designated for the consultant will be disencumbered.

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

Supplemental Educational Services are a requirement of NCLB, for schools that are designated years two through five of Program Improvement, and receive Title I funding.

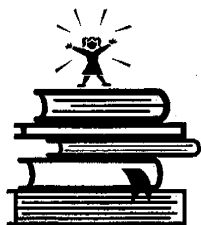
List any technical support that will need to be supplied by District:

The Special Programs Office annually disseminates the following information to state approved SES providers: which AUHSD schools offer SES, the process for becoming an AUHSD SES provider, and the requirements for providers specified in federal SES non-regulatory guidance. The Special Programs Office also assists SES providers with: publicizing the tutoring services, processing payments, processing students' SES applications, and student SES plan.

**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.



FRIENDLY COMMUNITY OUTREACH CENTER

Educational Service Department

1836 Dixie Street Oceanside CA, 92054

Educating Tomorrows Leaders One Child at a Time!

Program Description

Friendly Community Outreach Center (FCOC) provides targeted instruction and practice for all math and language arts expectations covered in the California State Standard for K-12.

CEO

Dr. T.E. Hammonds

Board of Directors

*Morris Woods
Carman Noble
Preston Butler
Mark Haynesworth
Ariell Willingham
Dr. Shirley Johnson*

Executive Director

Ruth Walkes, M. Ed.

Office: 877-754-1309

Fax: 760-754-8389

*director@friendlycoc.org
www.friendlycoc.org*

The onset of services begins with a pre-testing tool that meets *The Standards for Educational and Psychological Testing*. The fundamental purpose of the assessment are (1) to describe each student's development level within a test area; (2) to identify a student's area of relative strength and weakness in subject areas, and (3) to provide a monitoring tool of student's progress. In addition, the assessment is used to determine goals and objectives that are stated in the California State Standards and to develop lesson plans aligned to meet those goals.

Each objective has 1-10 mini lessons, which are generated to address the area of need as outline in the initial assessment. Each lesson has a five question quiz to assess knowledge level for skill mastery. After all lessons and "Monitoring-Assessments" have been completed with a passing score that demonstrates knowledge and skill development, the student takes an examination to demonstrate the level of mastery for reporting.

One important aspect of our program is the ability of teachers to track the on-going progress of their students. Each tutoring session provides tutors with information that result in data-driven instruction and reports helping to customize instructional methodology to meet the needs of their students. This aligns with one of FCOC's core beliefs taken from Howard Garner's Theory of Multiple Intelligences and Madeline Hunter's Deferential Instruction.

Upon completion of the program, student takes a post assessment to determine overall progress made during tutoring sessions. Our services are geared to address students in the most critical area of academic need and scaffold them toward grade level ability one concept at a time.

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:

15 th	day of	October	2009
------------------	--------	---------	------

by and between

Innovadia

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:

Innovadia, a Supplemental Educational Services (SES) provider, will make available after-school tutoring in reading/English language arts, mathematics, and science, to socioeconomically disadvantaged students who attend Ball, Brookhurst, Dale, Orangeview, South, and Sycamore Junior High Schools. Innovadia also serves English learners and students with special needs. The tutoring is to be administered by California Department of Education approved SES providers, in accordance with policies prescribed in the No Child Left Behind (NCLB) Act of 2001.

Site/School:	Ball Junior High School Brookhurst Junior High School Dale Junior High School Orangeview Junior High School South Junior High School Sycamore Junior High School	Funds (Cost Center):	Title I (3810)
--------------	---	----------------------------	----------------

2. List of Other Supportive Staff or Consultants:

Special Programs Office staff, Susan Stocks and Maribel Chavez, manage SES providers, in accordance with NCLB regulations.

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

Date:	November 2, 2009
-------	------------------

and shall diligently perform as specified and complete performance by:

Date:	May 15, 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:

Anaheim Union High School District (AUHSD) provided an information packet derived from the federal SES non-regulatory guidance, and discussed the information with prospective SES service providers at the SES service provider's meeting, on August 12, 2009.

5. District shall pay Consultant the maximum amount of

SES tutoring services are available to eligible students for a maximum of 20 hours and/or \$1,256.63 per student, or the most current state approved cost per student not to exceed \$15,000.

for services rendered

Total # of people:	One student per tutor.	# hours per day:	1 hour long sessions.	#of days:	2 to 3 days per week.
--------------------	------------------------	------------------	-----------------------	-----------	-----------------------

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 Consultant agrees to the following requirements which are consistent with federal and state law:

- a. Assess and diagnose reading, math and/or science needs of each student, develop an SES Student Learning Plan in consultation with the parent that identifies specific achievement goals, and develop a timetable for each student's expected improvement. 20 U.S.C. §6316 (e)(3)(A).
- b. Meet the student for a minimum of two hours per week at a site determined by the parent/guardian and the consultant. 20 U.S.C. §6316 (e)(3)(A) and (B).
- c. Use research-proven instructional strategies that are designed to increase student academic achievement and are consistent with district and state content and achievement standards. 20 U.S.C. §6316 (e)(12)(C).
- d. Report to the parent/guardian: (1) the results of the initial assessment, (2) progress reports at least once per month, and (3) notify the parent when student is absent from the program. 20 U.S.C. §6316(e)(3)(A) and (B).
- e. Report to the district each student's progress by site, at least once every four weeks of instruction and report student's participation. The district will forward communications to the individual school. 20 U.S.C. §6316(e)(3)(A) and (B).

- f. Monitor student attendance. 20 U.S.C. §6316 (e)(3)(A) and (B).
- g. By June 15, 2010, the Consultant will provide the Special Programs Office a closing report (sorted by school), containing a list of participating students that includes the first and last date of participation and pre/post-testing data. 20 U.S.C. §6316(e)(3)(A) and (B). Final payment will not be issued until the district receives the closing reports for each student.
- h. The consultant will not disclose to the public the identity of any student eligible for, or receiving supplemental education services without written permission from the student's parents. 20 U.S.C. §6316 (e)(3)(E).
- i. The consultant will comply with all applicable health, safety and civil rights laws. 20 U.S.C. §6316 (e)(5)(C).
- j. The consultant agrees that the services will be secular, neutral, and non-ideological. NCLB Section 1116(e)(5)(D); 34 C.F.R. §200.47(b)(2)(ii)(D).
- k. Prior to beginning services, Consultant will provide the district proof of the following:
 - (1) A current liability insurance policy with a minimum coverage amount of one million dollars. The required certificate of insurance must include an additional insured endorsement, naming AUHSD as an additional insured under the policy.
 - (2) Proof of being fiscally sound. Title 5 SES (13075.2(c)(1)-(21).
 - (3) Evidence of being legally constituted to conduct business within the state of California. Title 5 SES (13075.2(c)(1)-(21)).
 - (4) Verification that the provider has not been removed from the state SES provider's list. Title 5 SES (13075.2(c)(1)-(21))]
- l. When providing a facility for meeting with students, consultant insures that the facility meets all applicable federal, state, and local health and safety laws. Title 5 SES (13075.2(c)(1)-(21).
- m. No later than June 15, 2010, consultant will submit to the Special Programs Office a final invoice for services rendered during the 2009-10 fiscal year.
- n. In addition to Paragraph 6 herein, the district may terminate this agreement for the following reasons:
 - (1) If consultant fails to meet the individual student achievement goals and timelines identified in paragraph (11)(a), the agreement to continue providing services to that student, may be terminated.
 - (2) Consultant fails to meet all of the requirements contained herein.
- o. If this agreement is terminated, the money designated for the consultant will be disencumbered.

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

Supplemental Educational Services are a requirement of NCLB, for schools that are designated years two through five of Program Improvement, and receive Title I funding.

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

The Special Programs Office annually disseminates the following information to state approved SES providers: which AUHSD schools offer SES, the process for becoming an AUHSD SES provider, and the requirements for providers specified in federal SES non-regulatory guidance. The Special Programs Office also assists SES providers with: publicizing the tutoring services, processing payments, processing students' SES applications, and student SES plan.

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

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

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

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

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

Typed Name of consultant (same as page 1):

Innovadia	Anaheim Union High School District
-----------	------------------------------------

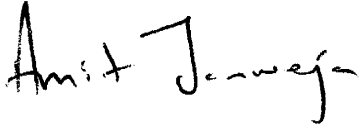
Typed Name/Title of Authorized Signatory:

Typed Name of Assistant Superintendent:

Amit Janweja/Sole Proprietor	Frederick Navarro
------------------------------	-------------------

Authorized Signature:

Signature of Assistant Superintendent:

	
---	--

Street Address:

Street Address:

20920 Community St. Unit 8	501 Crescent Way, P.O. Box 3520
----------------------------	---------------------------------

City, State, Zip Code

City, State, Zip Code

Canoga Park, CA 91304	Anaheim, CA 92803-3520
-----------------------	------------------------

Date:

Date:

09/10/09	
----------	--

Mark Appropriately:

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

Social Security Number*

or

Federal Identification Number*

	26-3356418
--	------------

*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:

(818) 206-8360	amit@onlinesestutor.com
----------------	-------------------------

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

PRINCIPAL/DISTRICT ADMINISTRATOR:

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

Signature: 	Date: 9/10/09
--	---------------

Resume

The organization is headed by an experienced entrepreneur, Amit Janweja. This organization has offered him the opportunity to combine a lifelong passion for education with a drive for excellence in business, and Amit is building the team to deliver constantly improving value to students. Amit continues to combine his passion for leading edge practices in education and business with his commitment to integrity and excellence as he leads the organization.

Amit has an experience of 7 years to his credit. During this period he had an opportunity to work with students of different ages as well as with variant economic and cultural backgrounds. Amit developed an understanding of the most effective teaching instructions and incorporates the same into the tutoring program. His personal involvement and strategy to provide individualized instruction has helped the students achieve enviable success.

Once parents choose us as their desired supplemental service provider, we conduct an online meeting with them to brief them about our entire tutoring program, our assessment tests, reporting procedures, process for development of the learning plan, etc.

Our tutoring program, conducts pre and post assessment tests to be able to compare and pinpoint exact students' achievements. For this purpose we use Diagnostic Online Reading Assessment (DORA) and Diagnostic Online Math Assessment (DOMA) for reading and math respectively.

All the tutoring sessions are monitored by the mentors. All the material is developed by our curriculum team & is copyright free. We deliver instructions to students over Internet and provide the student with all the necessary equipment to take our classes. There is no need for the student to use the school computer for the same.

The parents are provided with monthly progress report, containing the number of learning activities that the student completed during previous tutoring sessions along with the scores they earned on each of the activities, and the total number of hours of tutoring that the student has participated in.

The tutors are experienced and hold a post-graduate degree and/or 3 years of teaching experience. While hiring, priority is given to the tutors with prior experience in teaching Title I students. The tutors receive 30 hours of training. The goal of the training is to reinforce effective research based teaching strategies and assure compliance with all rules and regulations of the SES program.

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:

15 th	day of	October	2009
------------------	--------	---------	------

by and between

Knowledge Points

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:

Knowledge Points, a Supplemental Educational Services (SES) provider, will make available after-school tutoring in reading/English language arts, mathematics, and science, to socioeconomically disadvantaged students who attend Ball, Brookhurst, Dale, Orangeview, South, and Sycamore Junior High Schools. Knowledge Points also serves English learners and students with special needs. The tutoring is to be administered by California Department of Education approved SES providers, in accordance with policies prescribed in the No Child Left Behind (NCLB) Act of 2001.
--

Site/School:	Ball Junior High School Brookhurst Junior High School Dale Junior High School Orangeview Junior High School South Junior High School Sycamore Junior High School	Funds (Cost Center):	Title I (3810)
--------------	---	----------------------	----------------

2. List of Other Supportive Staff or Consultants:

Special Programs Office staff, Susan Stocks and Maribel Chavez, manage SES providers, in accordance with NCLB regulations.
--

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

Date:	November 2, 2009
-------	------------------

and shall diligently perform as specified and complete performance by:

Date:	May 15, 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:

Anaheim Union High School District (AUHSD) provided an information packet derived from the federal SES non-regulatory guidance, and discussed the information with prospective SES service providers at the SES service provider's meeting, on August 12, 2009.

5. District shall pay Consultant the maximum amount of

SES tutoring services are available to eligible students for a maximum of 22 hours and/or \$1,256.63 per student, or the most current state approved cost per student not to exceed \$15,000.

for services rendered

Total # of people:	Three students per tutor.	# hours per day:	2 hours per session.	#of days:	1 to 3 days per week.
--------------------	---------------------------	------------------	----------------------	-----------	-----------------------

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 Consultant agrees to the following requirements which are consistent with federal and state law:

- a. Assess and diagnose reading, math and/or science needs of each student, develop an SES Student Learning Plan in consultation with the parent that identifies specific achievement goals, and develop a timetable for each student's expected improvement. 20 U.S.C. §6316 (e)(3)(A).
- b. Meet the student for a minimum of two hours per week at a site determined by the parent/guardian and the consultant. 20 U.S.C. §6316 (e)(3)(A) and (B).
- c. Use research-proven instructional strategies that are designed to increase student academic achievement and are consistent with district and state content and achievement standards. 20 U.S.C. §6316 (e)(12)(C).
- d. Report to the parent/guardian: (1) the results of the initial assessment, (2) progress reports at least once per month, and (3) notify the parent when student is absent from the program. 20 U.S.C. §6316(e)(3)(A) and (B).
- e. Report to the district each student's progress by site, at least once every four weeks of instruction and report student's participation. The district will forward communications to the individual school. 20 U.S.C. §6316(e)(3)(A) and (B).

- f. Monitor student attendance. 20 U.S.C. §6316 (e)(3)(A) and (B).
- g. By June 15, 2010, the Consultant will provide the Special Programs Office a closing report (sorted by school), containing a list of participating students that includes the first and last date of participation and pre/post-testing data. 20 U.S.C. §6316(e)(3)(A) and (B). Final payment will not be issued until the district receives the closing reports for each student.
- h. The consultant will not disclose to the public the identity of any student eligible for, or receiving supplemental education services without written permission from the student's parents. 20 U.S.C. §6316 (e)(3)(E).
- i. The consultant will comply with all applicable health, safety and civil rights laws. 20 U.S.C. §6316 (e)(5)(C).
- j. The consultant agrees that the services will be secular, neutral, and non-ideological. NCLB Section 1116(e)(5)(D); 34 C.F.R. §200.47(b)(2)(ii)(D).
- k. Prior to beginning services, Consultant will provide the district proof of the following:
 - (1) A current liability insurance policy with a minimum coverage amount of one million dollars. The required certificate of insurance must include an additional insured endorsement, naming AUHSD as an additional insured under the policy.
 - (2) Proof of being fiscally sound. Title 5 SES (13075.2(c)(1)-(21)).
 - (3) Evidence of being legally constituted to conduct business within the state of California. Title 5 SES (13075.2(c)(1)-(21)).
 - (4) Verification that the provider has not been removed from the state SES provider's list. Title 5 SES (13075.2(c)(1)-(21))]
- l. When providing a facility for meeting with students, consultant insures that the facility meets all applicable federal, state, and local health and safety laws. Title 5 SES (13075.2(c)(1)-(21)).
- m. No later than June 15, 2010, consultant will submit to the Special Programs Office a final invoice for services rendered during the 2009-10 fiscal year.
- n. In addition to Paragraph 6 herein, the district may terminate this agreement for the following reasons:
 - (1) If consultant fails to meet the individual student achievement goals and timelines identified in paragraph (11)(a), the agreement to continue providing services to that student, may be terminated.
 - (2) Consultant fails to meet all of the requirements contained herein.
- o. If this agreement is terminated, the money designated for the consultant will be disencumbered.

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

Supplemental Educational Services are a requirement of NCLB, for schools that are designated years two through five of Program Improvement, and receive Title I funding.

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

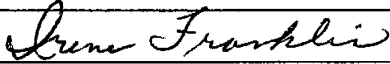
The Special Programs Office annually disseminates the following information to state approved SES providers: which AUHSD schools offer SES, the process for becoming an AUHSD SES provider, and the requirements for providers specified in federal SES non-regulatory guidance. The Special Programs Office also assists SES providers with: publicizing the tutoring services, processing payments, processing students' SES applications, and student SES plan.

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

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

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

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

CONSULTANT:		DISTRICT:	
Typed Name of consultant (same as page 1):			
Knowledge Points		Anaheim Union High School District	
Typed Name/Title of Authorized Signatory:		Typed Name of Assistant Superintendent:	
Irene Franklin/Executive Director		Frederick Navarro	
Authorized Signature:		Signature of Assistant Superintendent:	
			
Street Address:		Street Address:	
1601 E. Lincoln Ave. Ste. 100		501 Crescent Way, P.O. Box 3520	
City, State, Zip Code		City, State, Zip Code	
Orange, CA 92865		Anaheim, CA 92803-3520	
Date:		Date:	
09/10/09			


Mark Appropriately:

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

Social Security Number* or X Federal Identification Number*

--	--

*Or, initial below:

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

Telephone Number:

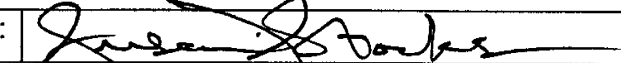
E-mail Address:

(714) 279-9999	Irene.franklin@knowledgepoints.com
----------------	------------------------------------

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

PRINCIPAL/DISTRICT ADMINISTRATOR:

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

Signature:		Date:	9/10/09
------------	---	-------	---------

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

EDUCATIONAL CONSULTING AGREEMENT

THIS AGREEMENT is made and entered into this:

15 th	day of	October	2009
------------------	--------	---------	------

by and between

Milestones Family Learning Center

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:

Milestones Family Learning Center, a Supplemental Educational Services (SES) provider, will make available after-school tutoring in reading/English language arts, mathematics, and science, to socioeconomically disadvantaged students who attend Ball, Brookhurst, Dale, Orangeview, South, and Sycamore Junior High Schools. Milestones Family Learning Center also serves English learners and students with special needs. The tutoring is to be administered by California Department of Education approved SES providers, in accordance with policies prescribed in the No Child Left Behind (NCLB) Act of 2001.

Site/School:	Ball Junior High School Brookhurst Junior High School Dale Junior High School Orangeview Junior High School South Junior High School Sycamore Junior High School	Funds (Cost Center):	Title I (3810)
--------------	---	----------------------------	----------------

2. List of Other Supportive Staff or Consultants:

Special Programs Office staff, Susan Stocks and Maribel Chavez, manage SES providers, in accordance with NCLB regulations.

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

Date:	November 2, 2009
-------	------------------

and shall diligently perform as specified and complete performance by:

Date:	May 15, 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:

Anaheim Union High School District (AUHSD) provided an information packet derived from the federal SES non-regulatory guidance, and discussed the information with prospective SES service providers at the SES service provider's meeting, on August 12, 2009.

5. District shall pay Consultant the maximum amount of

SES tutoring services are available to eligible students for a maximum of 17 hours and/or \$1,256.63 per student, or the most current state approved cost per student not to exceed \$15,000.

for services rendered

Total # of people:	1:1 or small groups of 5:1	# hours per day:	1 to 2 hours per session.	#of days:	1 to 5 days per week.
--------------------	----------------------------	------------------	---------------------------	-----------	-----------------------

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 Consultant agrees to the following requirements which are consistent with federal and state law:

- a. Assess and diagnose reading, math and/or science needs of each student, develop an SES Student Learning Plan in consultation with the parent that identifies specific achievement goals, and develop a timetable for each student's expected improvement. 20 U.S.C. §6316 (e)(3)(A).
- b. Meet the student for a minimum of two hours per week at a site determined by the parent/guardian and the consultant. 20 U.S.C. §6316 (e)(3)(A) and (B).
- c. Use research-proven instructional strategies that are designed to increase student academic achievement and are consistent with district and state content and achievement standards. 20 U.S.C. §6316 (e)(12)(C).
- d. Report to the parent/guardian: (1) the results of the initial assessment, (2) progress reports at least once per month, and (3) notify the parent when student is absent from the program. 20 U.S.C. §6316(e)(3)(A) and (B).
- e. Report to the district each student's progress by site, at least once every four weeks of instruction and report student's participation. The district will forward communications to the individual school. 20 U.S.C. §6316(e)(3)(A) and (B).

- f. Monitor student attendance. 20 U.S.C. §6316 (e)(3)(A) and (B).
- g. By June 15, 2010, the Consultant will provide the Special Programs Office a closing report (sorted by school), containing a list of participating students that includes the first and last date of participation and pre/post-testing data. 20 U.S.C. §6316(e)(3)(A) and (B). Final payment will not be issued until the district receives the closing reports for each student.
- h. The consultant will not disclose to the public the identity of any student eligible for, or receiving supplemental education services without written permission from the student's parents. 20 U.S.C. §6316 (e)(3)(E).
- i. The consultant will comply with all applicable health, safety and civil rights laws. 20 U.S.C. §6316 (e)(5)(C).
- j. The consultant agrees that the services will be secular, neutral, and non-ideological. NCLB Section 1116(e)(5)(D); 34 C.F.R. §200.47(b)(2)(ii)(D).
- k. Prior to beginning services, Consultant will provide the district proof of the following:
 - (1) A current liability insurance policy with a minimum coverage amount of one million dollars. The required certificate of insurance must include an additional insured endorsement, naming AUHSD as an additional insured under the policy.
 - (2) Proof of being fiscally sound. Title 5 SES (13075.2(c)(1)-(21).
 - (3) Evidence of being legally constituted to conduct business within the state of California. Title 5 SES (13075.2(c)(1)-(21)).
 - (4) Verification that the provider has not been removed from the state SES provider's list. Title 5 SES (13075.2(c)(1)-(21))]
- l. When providing a facility for meeting with students, consultant insures that the facility meets all applicable federal, state, and local health and safety laws. Title 5 SES (13075.2(c)(1)-(21).
- m. No later than June 15, 2010, consultant will submit to the Special Programs Office a final invoice for services rendered during the 2009-10 fiscal year.
- n. In addition to Paragraph 6 herein, the district may terminate this agreement for the following reasons:
 - (1) If consultant fails to meet the individual student achievement goals and timelines identified in paragraph (11)(a), the agreement to continue providing services to that student, may be terminated.
 - (2) Consultant fails to meet all of the requirements contained herein.
- o. If this agreement is terminated, the money designated for the consultant will be disencumbered.

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

Supplemental Educational Services are a requirement of NCLB, for schools that are designated years two through five of Program Improvement, and receive Title I funding.

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

The Special Programs Office annually disseminates the following information to state approved SES providers: which AUHSD schools offer SES, the process for becoming an AUHSD SES provider, and the requirements for providers specified in federal SES non-regulatory guidance. The Special Programs Office also assists SES providers with: publicizing the tutoring services, processing payments, processing students' SES applications, and student SES plan.

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

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

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

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

CONSULTANT:		DISTRICT:	
Typed Name of consultant (same as page 1):			
Milestones Family Learning Center		Anaheim Union High School District	
Typed Name/Title of Authorized Signatory:		Typed Name of Assistant Superintendent:	
Vidal Cortes/District Manager		Frederick Navarro	
Authorized Signature:		Signature of Assistant Superintendent:	
<i>Vidal Cortes</i>			
Street Address:		Street Address:	
550 E. Carson Plaza Dr. Suite 203		501 Crescent Way, P.O. Box 3520	
City, State, Zip Code		City, State, Zip Code	
Carson, CA 90746		Anaheim, CA 92803-3520	
Date:		Date:	
9/10/09			

Mark Appropriately:

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

Social Security Number* or X Federal Identification Number*

	83-0400996
--	------------

*Or, initial below:

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

Telephone Number:

E-mail Address:

(310) 324-1157	Milestones_flc@yahoo.com
----------------	--------------------------

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

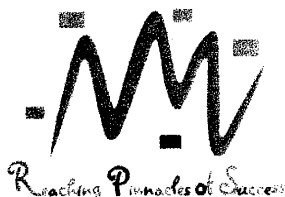
PRINCIPAL/DISTRICT ADMINISTRATOR:

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

Signature:	<i>[Handwritten Signature]</i>	Date:	9/10/09
------------	--------------------------------	-------	---------

Program Description

Milestones Family Learning Center utilizes Technology-Based-Blended Learning (TBBL). TBBL constitutes learning via electronic technology including the Internet, audio and video conferencing in conjunction with face-to-face teaching. TBBL is the process of incorporating many different learning styles that can be accomplished through the use of blended virtual and physical resources. Through TBBL, this is accomplished by creating a variety of learning assignments and activities with the use of technology and instructor and peer interaction. Milestones Family Learning Center combines the use of technology-based materials and face-to-face sessions used together to present standard based content in math, language arts and/ or science. At the onset of the program, an instructor facilitates either diagnostic assessment (track progress relative to state standards) or a predictive assessment (show how a student will likely perform on State and High School Graduation tests) to evaluate the students proficiency in math, language arts and/ or science and asses their vital skill gaps. Individual skill gaps are then designed to align to state standards and mirror state exams. Student progress is measured by comparing the student's performance in subsequent tests. Wide selections of reports are generated that show progress relative to student, school, district, and multi-district performance. Reports outline student progress, highlight areas of immediate concern, and inform instruction. Tutors then assign engaging instructional materials that are computer generated and aligned to state standards. This helps teachers and tutors target whole class, small group and individual instruction that can be integrated easily into existing classroom work flows. Milestones FLC offers students a program that is self-paced and matched to their individual learning needs. Our TBBL program emphasizes the merits of discovery learning, and offers the prospect of promoting greater comprehension and retention, particularly for complex materials, because of its clear opportunities for the hands-on manipulation of course materials and the use of simulations and face to face tutors. Perhaps for these reasons, students that complete our program have experienced remarkable increases in class test scores on state mandated tests.



Milestones Family Learning Center
550 E. Carson Plaza Dr. Ste. 203
Carson, CA 90746
Office: 310.324.1157
Fax: 310.327.3371

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:

15 th	day of	October	2009
------------------	--------	---------	------

by and between

Our Place Center of Self-Esteem, Inc.

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

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

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

and

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

WHEREAS such services are needed on a limited basis.

NOW, THEREFORE, the parties hereto agree as follows:

1. Services to be provided by Consultant:

Our Place Center of Self-Esteem, Inc., a Supplemental Educational Services (SES) provider, will make available after-school tutoring in reading/English language arts, mathematics, and science, to socioeconomically disadvantaged students who attend Ball, Brookhurst, Dale, Orangeview, South, and Sycamore Junior High Schools. Our Place Center of Self Esteem, Inc. also serves English learners and students with special needs. The tutoring is to be administered by California Department of Education approved SES providers, in accordance with policies prescribed in the No Child Left Behind (NCLB) Act of 2001.

Site/School:	Ball Junior High School Brookhurst Junior High School Dale Junior High School Orangeview Junior High School South Junior High School Sycamore Junior High School	Funds (Cost Center):	Title I (3810)
--------------	---	----------------------------	----------------

2. List of Other Supportive Staff or Consultants:

Special Programs Office staff, Susan Stocks and Maribel Chavez, manage SES providers, in accordance with NCLB regulations.

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

Date:	November 2, 2009
-------	------------------

and shall diligently perform as specified and complete performance by:

Date:	May 15, 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:

Anaheim Union High School District (AUHSD) provided an information packet derived from the federal SES non-regulatory guidance, and discussed the information with prospective SES service providers at the SES service provider's meeting, on August 12, 2009.

5. District shall pay Consultant the maximum amount of

SES tutoring services are available to eligible students for a maximum of 19 hours and/or \$1,256.63 per student, or the most current state approved cost per student not to exceed \$15,000.

for services rendered

Total # of people:	One student per tutor.	# hours per day:	1.5 to 2 hours per session.	#of days:	1 to 3 days per week.
--------------------	------------------------	------------------	-----------------------------	-----------	-----------------------

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 Consultant agrees to the following requirements which are consistent with federal and state law:

- a. Assess and diagnose reading, math and/or science needs of each student, develop an SES Student Learning Plan in consultation with the parent that identifies specific achievement goals, and develop a timetable for each student's expected improvement. 20 U.S.C. §6316 (e)(3)(A).
- b. Meet the student for a minimum of two hours per week at a site determined by the parent/guardian and the consultant. 20 U.S.C. §6316 (e)(3)(A) and (B).
- c. Use research-proven instructional strategies that are designed to increase student academic achievement and are consistent with district and state content and achievement standards. 20 U.S.C. §6316 (e)(12)(C).
- d. Report to the parent/guardian: (1) the results of the initial assessment, (2) progress reports at least once per month, and (3) notify the parent when student is absent from the program. 20 U.S.C. §6316(e)(3)(A) and (B).
- e. Report to the district each student's progress by site, at least once every four weeks of instruction and report student's participation. The district will forward communications to the individual school. 20 U.S.C. §6316(e)(3)(A) and (B).

- f. Monitor student attendance. 20 U.S.C. §6316 (e)(3)(A) and (B).
- g. By June 15, 2010, the Consultant will provide the Special Programs Office a closing report (sorted by school), containing a list of participating students that includes the first and last date of participation and pre/post-testing data. 20 U.S.C. §6316(e)(3)(A) and (B). Final payment will not be issued until the district receives the closing reports for each student.
- h. The consultant will not disclose to the public the identity of any student eligible for, or receiving supplemental education services without written permission from the student's parents. 20 U.S.C. §6316 (e)(3)(E).
- i. The consultant will comply with all applicable health, safety and civil rights laws. 20 U.S.C. §6316 (e)(5)(C).
- j. The consultant agrees that the services will be secular, neutral, and non-ideological. NCLB Section 1116(e)(5)(D); 34 C.F.R. §200.47(b)(2)(ii)(D).
- k. Prior to beginning services, Consultant will provide the district proof of the following:
 - (1) A current liability insurance policy with a minimum coverage amount of one million dollars. The required certificate of insurance must include an additional insured endorsement, naming AUHSD as an additional insured under the policy.
 - (2) Proof of being fiscally sound. Title 5 SES (13075.2(c)(1)-(21).
 - (3) Evidence of being legally constituted to conduct business within the state of California. Title 5 SES (13075.2(c)(1)-(21)).
 - (4) Verification that the provider has not been removed from the state SES provider's list. Title 5 SES (13075.2(c)(1)-(21))]
- l. When providing a facility for meeting with students, consultant insures that the facility meets all applicable federal, state, and local health and safety laws. Title 5 SES (13075.2(c)(1)-(21).
- m. No later than June 15, 2010, consultant will submit to the Special Programs Office a final invoice for services rendered during the 2009-10 fiscal year.
- n. In addition to Paragraph 6 herein, the district may terminate this agreement for the following reasons:
 - (1) If consultant fails to meet the individual student achievement goals and timelines identified in paragraph (11)(a), the agreement to continue providing services to that student, may be terminated.
 - (2) Consultant fails to meet all of the requirements contained herein.
- o. If this agreement is terminated, the money designated for the consultant will be disencumbered.

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

Supplemental Educational Services are a requirement of NCLB, for schools that are designated years two through five of Program Improvement, and receive Title I funding.

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

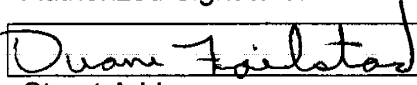
The Special Programs Office annually disseminates the following information to state approved SES providers: which AUHSD schools offer SES, the process for becoming an AUHSD SES provider, and the requirements for providers specified in federal SES non-regulatory guidance. The Special Programs Office also assists SES providers with: publicizing the tutoring services, processing payments, processing students' SES applications, and student SES plan.

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

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

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

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

CONSULTANT:	DISTRICT:
Typed Name of consultant (same as page 1):	
Our Place Center of Self-Esteem, Inc.	Anaheim Union High School District
Typed Name/Title of Authorized Signatory:	
Duane Fjelstad/President	Frederick Navarro
Authorized Signature:	
Signature of Assistant Superintendent:	
	
Street Address:	
Street Address:	
1492 W. Sixth St. # 201	501 Crescent Way, P.O. Box 3520
City, State, Zip Code	
Corona, CA 92882	Anaheim, CA 92803-3520
Date:	
Date:	
09/10/09	

Mark Appropriately:

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

Social Security Number* or X Federal Identification Number*

	26-1359789
--	------------

*Or, initial below:

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

Telephone Number:

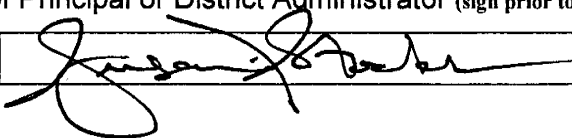
E-mail Address:

(951) 738-1214	duane@ourplacetutoring.com
----------------	----------------------------

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

PRINCIPAL/DISTRICT ADMINISTRATOR:

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

Signature:		Date:	9/10/09
------------	---	-------	---------



Our Place

Center of Self-Esteem, Inc.

tutor with us at your place!

1492 W. Sixth St., Suite 201 • Corona, CA 92882

Phone: (951) 738-1214 • Fax: (951) 738-1658

Our Place Center of Self-Esteem, Inc.
Description of Services

Our program provides One-to-One In-Home tutoring services to K-12 students in Reading, Language Arts and Mathematics. We offer flexible scheduling and our tutors are available to meet with students any day of the week. Sessions are 2-3 times per week for 1- 2 hours. On the first visit we complete an assessment test. Based on the obtained results, the tutor uses the California Content standards to create the learning objectives. A Student Learning Plan is created and discussed with the parent. Our tutors and the parent agree on the days and times the tutoring are to take place. We use CDE approved curriculum based materials (Houghton Mifflin Practice Book). Parents are provided a verbal update on the student's progress at the end of each session. Written monthly progress reports are provided to the parent. Scheduled follow-up calls are made to verify the dates, times and parent satisfaction with the tutoring. At the end of the tutoring, a post test is administered and the results are compared to the pre test in order to establish growth. Also, the parent completes a "tutor evaluation". We offer a bilingual staff to assist our non-English speaking parents. Our staff coordinators are available daily to immediately address any concerns the parent may have.

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:

15 th	day of	October	2009
------------------	--------	---------	------

by and between

Professional Tutors of America, Inc.

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

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

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

and

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

WHEREAS such services are needed on a limited basis.

NOW, THEREFORE, the parties hereto agree as follows:

1. Services to be provided by Consultant:

Professional Tutors of America, Inc., a Supplemental Educational Services (SES) provider, will make available after-school tutoring in reading/English language arts, mathematics, and science, to socioeconomically disadvantaged students who attend Ball, Brookhurst, Dale, Orangeview, South, and Sycamore Junior High Schools. Professional Tutors of America, Inc., also serves English learners and students with special needs. The tutoring is to be administered by California Department of Education approved SES providers, in accordance with policies prescribed in the No Child Left Behind (NCLB) Act of 2001.

Site/School:	Ball Junior High School Brookhurst Junior High School Dale Junior High School Orangeview Junior High School South Junior High School Sycamore Junior High School	Funds (Cost Center):	Title I (3810)
--------------	---	----------------------------	----------------

2. List of Other Supportive Staff or Consultants:

Special Programs Office staff, Susan Stocks and Maribel Chavez, manage SES providers, in accordance with NCLB regulations.
--

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

Date:	November 2, 2009
-------	------------------

and shall diligently perform as specified and complete performance by:

Date:	May 15, 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:

Anaheim Union High School District (AUHSD) provided an information packet derived from the federal SES non-regulatory guidance, and discussed the information with prospective SES service providers at the SES service provider's meeting, on August 12, 2009.

5. District shall pay Consultant the maximum amount of

SES tutoring services are available to eligible students for a maximum of 19 hours and/or \$1,256.63 per student, or the most current state approved cost per student not to exceed \$60,000.

for services rendered

Total # of people:	One student per tutor.	# hours per day:	1.5 to 2 hours per session.	#of days:	1 to 3 days per week.
--------------------	------------------------	------------------	-----------------------------	-----------	-----------------------

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 Consultant agrees to the following requirements which are consistent with federal and state law:

- a. Assess and diagnose reading, math and/or science needs of each student, develop an SES Student Learning Plan in consultation with the parent that identifies specific achievement goals, and develop a timetable for each student's expected improvement. 20 U.S.C. §6316 (e)(3)(A).
- b. Meet the student for a minimum of two hours per week at a site determined by the parent/guardian and the consultant. 20 U.S.C. §6316 (e)(3)(A) and (B).
- c. Use research-proven instructional strategies that are designed to increase student academic achievement and are consistent with district and state content and achievement standards. 20 U.S.C. §6316 (e)(12)(C).
- d. Report to the parent/guardian: (1) the results of the initial assessment, (2) progress reports at least once per month, and (3) notify the parent when student is absent from the program. 20 U.S.C. §6316(e)(3)(A) and (B).
- e. Report to the district each student's progress by site, at least once every four weeks of instruction and report student's participation. The district will forward communications to the individual school. 20 U.S.C. §6316(e)(3)(A) and (B).

- f. Monitor student attendance. 20 U.S.C. §6316 (e)(3)(A) and (B).
- g. By June 15, 2010, the Consultant will provide the Special Programs Office a closing report (sorted by school), containing a list of participating students that includes the first and last date of participation and pre/post-testing data. 20 U.S.C. §6316(e)(3)(A) and (B). Final payment will not be issued until the district receives the closing reports for each student.
- h. The consultant will not disclose to the public the identity of any student eligible for, or receiving supplemental education services without written permission from the student's parents. 20 U.S.C. §6316 (e)(3)(E).
- i. The consultant will comply with all applicable health, safety and civil rights laws. 20 U.S.C. §6316 (e)(5)(C).
- j. The consultant agrees that the services will be secular, neutral, and non-ideological. NCLB Section 1116(e)(5)(D); 34 C.F.R. §200.47(b)(2)(ii)(D).
- k. Prior to beginning services, Consultant will provide the district proof of the following:
 - (1) A current liability insurance policy with a minimum coverage amount of one million dollars. The required certificate of insurance must include an additional insured endorsement, naming AUHSD as an additional insured under the policy.
 - (2) Proof of being fiscally sound. Title 5 SES (13075.2(c)(1)-(21).
 - (3) Evidence of being legally constituted to conduct business within the state of California. Title 5 SES (13075.2(c)(1)-(21)).
 - (4) Verification that the provider has not been removed from the state SES provider's list. Title 5 SES (13075.2(c)(1)-(21))]
- l. When providing a facility for meeting with students, consultant insures that the facility meets all applicable federal, state, and local health and safety laws. Title 5 SES (13075.2(c)(1)-(21).
- m. No later than June 15, 2010, consultant will submit to the Special Programs Office a final invoice for services rendered during the 2009-10 fiscal year.
- n. In addition to Paragraph 6 herein, the district may terminate this agreement for the following reasons:
 - (1) If consultant fails to meet the individual student achievement goals and timelines identified in paragraph (11)(a), the agreement to continue providing services to that student, may be terminated.
 - (2) Consultant fails to meet all of the requirements contained herein.
- o. If this agreement is terminated, the money designated for the consultant will be disencumbered.

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

Supplemental Educational Services are a requirement of NCLB, for schools that are designated years two through five of Program Improvement, and receive Title I funding.

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


The Special Programs Office annually disseminates the following information to state approved SES providers: which AUHSD schools offer SES, the process for becoming an AUHSD SES provider, and the requirements for providers specified in federal SES non-regulatory guidance. The Special Programs Office also assists SES providers with: publicizing the tutoring services, processing payments, processing students' SES applications, and student SES plan.

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

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

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

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

CONSULTANT:		DISTRICT:	
Typed Name of consultant (same as page 1):			
Professional Tutors of America, Inc.		Anaheim Union High School District	
Typed Name/Title of Authorized Signatory:		Typed Name of Assistant Superintendent:	
Robert Harraka/Director of Operations		Frederick Navarro	
Authorized Signature:		Signature of Assistant Superintendent:	
			
Street Address:		Street Address:	
3350 E. Birch St., Suite 108		501 Crescent Way, P.O. Box 3520	
City, State, Zip Code		City, State, Zip Code	
Brea, CA 92821		Anaheim, CA 92803-3520	
Date:		Date:	
09/10/09			

Mark Appropriately:

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

Social Security Number* or X Federal Identification Number*

	33-0015574
--	------------

*Or, initial below:

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

Telephone Number:

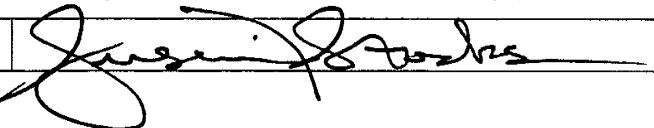
E-mail Address:

(714) 784-3429	Robert@professionaltutors.com
----------------	-------------------------------

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

PRINCIPAL/DISTRICT ADMINISTRATOR:

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

Signature:		Date:	9/10/09
------------	---	-------	---------

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

EDUCATIONAL CONSULTING AGREEMENT

THIS AGREEMENT is made and entered into this:

15 th	day of	October	2009
------------------	--------	---------	------

by and between

Smart Kids Tutoring & Learning Center, Inc.

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

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

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

and

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

WHEREAS such services are needed on a limited basis.

NOW, THEREFORE, the parties hereto agree as follows:

1. Services to be provided by Consultant:

Smart Kids Tutoring & Learning Center, Inc., a Supplemental Educational Services (SES) provider, will make available after-school tutoring in reading/English language arts, mathematics, and science, to socioeconomically disadvantaged students who attend Ball, Brookhurst, Dale, Orangeview, South, and Sycamore Junior High Schools. Smart Kids Tutoring & Learning Center, Inc. also serves English learners and students with special needs. The tutoring is to be administered by California Department of Education approved SES providers, in accordance with policies prescribed in the No Child Left Behind (NCLB) Act of 2001.

Site/School:	Ball Junior High School Brookhurst Junior High School Dale Junior High School Orangeview Junior High School South Junior High School Sycamore Junior High School	Funds (Cost Center):	Title I (3810)
--------------	---	----------------------------	----------------

2. List of Other Supportive Staff or Consultants:

Special Programs Office staff, Susan Stocks and Maribel Chavez, manage SES providers, in accordance with NCLB regulations.

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

Date:	November 2, 2009
-------	------------------

and shall diligently perform as specified and complete performance by:

Date:	May 15, 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:

Anaheim Union High School District (AUHSD) provided an information packet derived from the federal SES non-regulatory guidance, and discussed the information with prospective SES service providers at the SES service provider's meeting, on August 12, 2009.

5. District shall pay Consultant the maximum amount of

SES tutoring services are available to eligible students for a maximum of 17.75 hours and/or \$1,256.63 per student, or the most current state approved cost per student not to exceed \$35,000.

for services rendered

Total # of people:	One student per tutor.	# hours per day:	1 to 2 hours per session.	#of days:	2 to 3 days per week.
--------------------	------------------------	------------------	---------------------------	-----------	-----------------------

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 Consultant agrees to the following requirements which are consistent with federal and state law:

- a. Assess and diagnose reading, math and/or science needs of each student, develop an SES Student Learning Plan in consultation with the parent that identifies specific achievement goals, and develop a timetable for each student's expected improvement. 20 U.S.C. §6316 (e)(3)(A).
- b. Meet the student for a minimum of two hours per week at a site determined by the parent/guardian and the consultant. 20 U.S.C. §6316 (e)(3)(A) and (B).
- c. Use research-proven instructional strategies that are designed to increase student academic achievement and are consistent with district and state content and achievement standards. 20 U.S.C. §6316 (e)(12)(C).
- d. Report to the parent/guardian: (1) the results of the initial assessment, (2) progress reports at least once per month, and (3) notify the parent when student is absent from the program. 20 U.S.C. §6316(e)(3)(A) and (B).
- e. Report to the district each student's progress by site, at least once every four weeks of instruction and report student's participation. The district will forward communications to the individual school. 20 U.S.C. §6316(e)(3)(A) and (B).

- f. Monitor student attendance. 20 U.S.C. §6316 (e)(3)(A) and (B).
- g. By June 15, 2010, the Consultant will provide the Special Programs Office a closing report (sorted by school), containing a list of participating students that includes the first and last date of participation and pre/post-testing data. 20 U.S.C. §6316(e)(3)(A) and (B). Final payment will not be issued until the district receives the closing reports for each student.
- h. The consultant will not disclose to the public the identity of any student eligible for, or receiving supplemental education services without written permission from the student's parents. 20 U.S.C. §6316 (e)(3)(E).
- i. The consultant will comply with all applicable health, safety and civil rights laws. 20 U.S.C. §6316 (e)(5)(C).
- j. The consultant agrees that the services will be secular, neutral, and non-ideological. NCLB Section 1116(e)(5)(D); 34 C.F.R. §200.47(b)(2)(ii)(D).
- k. Prior to beginning services, Consultant will provide the district proof of the following:
 - (1) A current liability insurance policy with a minimum coverage amount of one million dollars. The required certificate of insurance must include an additional insured endorsement, naming AUHSD as an additional insured under the policy.
 - (2) Proof of being fiscally sound. Title 5 SES (13075.2(c)(1)-(21).
 - (3) Evidence of being legally constituted to conduct business within the state of California. Title 5 SES (13075.2(c)(1)-(21)).
 - (4) Verification that the provider has not been removed from the state SES provider's list. Title 5 SES (13075.2(c)(1)-(21))]
- l. When providing a facility for meeting with students, consultant insures that the facility meets all applicable federal, state, and local health and safety laws. Title 5 SES (13075.2(c)(1)-(21).
- m. No later than June 15, 2010, consultant will submit to the Special Programs Office a final invoice for services rendered during the 2009-10 fiscal year.
- n. In addition to Paragraph 6 herein, the district may terminate this agreement for the following reasons:
 - (1) If consultant fails to meet the individual student achievement goals and timelines identified in paragraph (11)(a), the agreement to continue providing services to that student, may be terminated.
 - (2) Consultant fails to meet all of the requirements contained herein.
- o. If this agreement is terminated, the money designated for the consultant will be disencumbered.

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

Supplemental Educational Services are a requirement of NCLB, for schools that are designated years two through five of Program Improvement, and receive Title I funding.

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

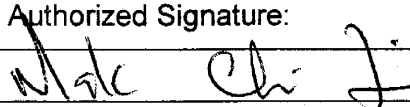
The Special Programs Office annually disseminates the following information to state approved SES providers: which AUHSD schools offer SES, the process for becoming an AUHSD SES provider, and the requirements for providers specified in federal SES non-regulatory guidance. The Special Programs Office also assists SES providers with: publicizing the tutoring services, processing payments, processing students' SES applications, and student SES plan.

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

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

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

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

CONSULTANT:	DISTRICT:
Typed Name of consultant (same as page 1):	
Smart Kids Tutoring & Learning Center, Inc.	Anaheim Union High School District
Typed Name/Title of Authorized Signatory:	
Chi Fai Mak/President	Frederick Navarro
Authorized Signature:	
	Signature of Assistant Superintendent:
Street Address:	
P.O. Box 80862	501 Crescent Way, P.O. Box 3520
City, State, Zip Code	
San Marino, CA 91118	Anaheim, CA 92803-3520
Date:	
09/10/09	

Mark Appropriately:

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

Social Security Number* or X Federal Identification Number*

	02-0551704
--	------------

*Or, initial below:

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

Telephone Number:

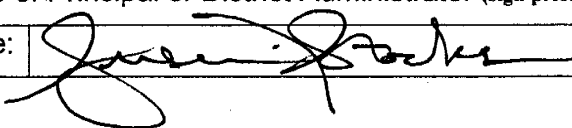
E-mail Address:

(866) 672-1117 or (213) 820-9304	pmsmartkids@yahoo.com
----------------------------------	-----------------------

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

PRINCIPAL/DISTRICT ADMINISTRATOR:

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

Signature: 	Date: 9/10/09
--	---------------

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

EDUCATIONAL CONSULTING AGREEMENT

THIS AGREEMENT is made and entered into this:

15 th	day of	October	2009
------------------	--------	---------	------

by and between

Sylvan Learning Center (Learning Partners, Inc.)
--

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

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

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

and

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

WHEREAS such services are needed on a limited basis.

NOW, THEREFORE, the parties hereto agree as follows:

1. Services to be provided by Consultant:

Sylvan Learning Center (Learning Partners Inc.), a Supplemental Educational Services (SES) provider, will make available after-school tutoring in reading/English language arts, mathematics, and science, to socioeconomically disadvantaged students who attend Ball, Brookhurst, Dale, Orangeview, South, and Sycamore Junior High Schools. Sylvan Learning Center (Learning Partners Inc.) also serves English learners and students with special needs. The tutoring is to be administered by California Department of Education approved SES providers, in accordance with policies prescribed in the No Child Left Behind (NCLB) Act of 2001.

Site/School:	Ball Junior High School Brookhurst Junior High School Dale Junior High School Orangeview Junior High School South Junior High School Sycamore Junior High School	Funds (Cost Center):	Title I (3810)
---------------------	---	-------------------------------------	----------------

2. List of Other Supportive Staff or Consultants:

Special Programs Office staff, Susan Stocks and Maribel Chavez, manage SES providers, in accordance with NCLB regulations.

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

Date:	November 2, 2009
--------------	------------------

and shall diligently perform as specified and complete performance by:

Date:	May 15, 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:

Anaheim Union High School District (AUHSD) provided an information packet derived from the federal SES non-regulatory guidance, and discussed the information with prospective SES service providers at the SES service provider's meeting, on August 12, 2009.

5. District shall pay Consultant the maximum amount of

SES tutoring services are available to eligible students for a maximum of 26 hours and/or \$1,256.63 per student, or the most current state approved cost per student not to exceed \$15,000.

for services rendered

Total # of people:	Three students per tutor.	# hours per day:	1 to 2 hours per session.	#of days:	1 to 4 days per week.
--------------------	---------------------------	------------------	---------------------------	-----------	-----------------------

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 Consultant agrees to the following requirements which are consistent with federal and state law:

- a. Assess and diagnose reading, math and/or science needs of each student, develop an SES Student Learning Plan in consultation with the parent that identifies specific achievement goals, and develop a timetable for each student's expected improvement. 20 U.S.C. §6316 (e)(3)(A).
- b. Meet the student for a minimum of two hours per week at a site determined by the parent/guardian and the consultant. 20 U.S.C. §6316 (e)(3)(A) and (B).
- c. Use research-proven instructional strategies that are designed to increase student academic achievement and are consistent with district and state content and achievement standards. 20 U.S.C. §6316 (e)(12)(C).
- d. Report to the parent/guardian: (1) the results of the initial assessment, (2) progress reports at least once per month, and (3) notify the parent when student is absent from the program. 20 U.S.C. §6316(e)(3)(A) and (B).
- e. Report to the district each student's progress by site, at least once every four weeks of instruction and report student's participation. The district will forward communications to the individual school. 20 U.S.C. §6316(e)(3)(A) and (B).

- f. Monitor student attendance. 20 U.S.C. §6316 (e)(3)(A) and (B).
- g. By June 15, 2010, the Consultant will provide the Special Programs Office a closing report (sorted by school), containing a list of participating students that includes the first and last date of participation and pre/post-testing data. 20 U.S.C. §6316(e)(3)(A) and (B). Final payment will not be issued until the district receives the closing reports for each student.
- h. The consultant will not disclose to the public the identity of any student eligible for, or receiving supplemental education services without written permission from the student's parents. 20 U.S.C. §6316 (e)(3)(E).
- i. The consultant will comply with all applicable health, safety and civil rights laws. 20 U.S.C. §6316 (e)(5)(C).
- j. The consultant agrees that the services will be secular, neutral, and non-ideological. NCLB Section 1116(e)(5)(D); 34 C.F.R. §200.47(b)(2)(ii)(D).
- k. Prior to beginning services, Consultant will provide the district proof of the following:
 - (1) A current liability insurance policy with a minimum coverage amount of one million dollars. The required certificate of insurance must include an additional insured endorsement, naming AUHSD as an additional insured under the policy.
 - (2) Proof of being fiscally sound. Title 5 SES (13075.2(c)(1)-(21).
 - (3) Evidence of being legally constituted to conduct business within the state of California. Title 5 SES (13075.2(c)(1)-(21)).
 - (4) Verification that the provider has not been removed from the state SES provider's list. Title 5 SES (13075.2(c)(1)-(21))
- l. When providing a facility for meeting with students, consultant insures that the facility meets all applicable federal, state, and local health and safety laws. Title 5 SES (13075.2(c)(1)-(21).
- m. No later than June 15, 2010, consultant will submit to the Special Programs Office a final invoice for services rendered during the 2009-10 fiscal year.
- n. In addition to Paragraph 6 herein, the district may terminate this agreement for the following reasons:
 - (1) If consultant fails to meet the individual student achievement goals and timelines identified in paragraph (11)(a), the agreement to continue providing services to that student, may be terminated.
 - (2) Consultant fails to meet all of the requirements contained herein.
- o. If this agreement is terminated, the money designated for the consultant will be disencumbered.

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

Supplemental Educational Services are a requirement of NCLB, for schools that are designated years two through five of Program Improvement, and receive Title I funding.

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

The Special Programs Office annually disseminates the following information to state approved SES providers: which AUHSD schools offer SES, the process for becoming an AUHSD SES provider, and the requirements for providers specified in federal SES non-regulatory guidance. The Special Programs Office also assists SES providers with: publicizing the tutoring services, processing payments, processing students' SES applications, and student SES plan.

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

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

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

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

CONSULTANT:	DISTRICT:
Typed Name of consultant (same as page 1):	
Sylvan Learning Center (Learning Partners Inc.)	Anaheim Union High School District
Typed Name/Title of Authorized Signatory:	
Matthew J. Masterson/Owner	Frederick Navarro
Authorized Signature:	
Signature of Assistant Superintendent:	
Street Address:	
5573 Santa Ana Canyon Road	501 Crescent Way, P.O. Box 3520
City, State, Zip Code	
Anaheim Hills, CA 92804	Anaheim, CA 92803-3520
Date:	
09/10/09	

Mark Appropriately:

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

Social Security Number* or X Federal Identification Number*

	26-2109307
--	------------

*Or, initial below:

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

Telephone Number:

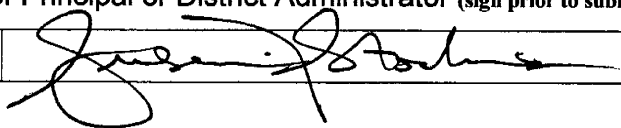
E-mail Address:

(714) 637-7323	slcmmasterson@gmail.com
----------------	-------------------------

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

PRINCIPAL/DISTRICT ADMINISTRATOR:

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

Signature: 	Date: 9/10/09
--	---------------



Sylvan Learning Center Program Description

Sylvan Learning Centers have provided tutoring to more than two million students for nearly 30 years. Our instruction is based on individual students' academic assessments. Through mastery learning, we remediate skill gaps; through personalized lesson plans, we enhance academic achievement and increase confidence. This individual learning program for each student achieves growth!

Educate, Inc (the parent company of Sylvan Learning Centers) has created the Assessment of Student Achievement (ASA), as part of a federally funded STARS School Grant. The ASA measures the effectiveness of the Sylvan Math and Language Arts/Reading programs. Using pre and post tests the students' growth will be measured and reported in both raw and scaled scores. Reports capturing these test results will be compiled and provide to the District as required.

Our programs focus on Math and Language Arts/Reading subject areas for grade level students in Kindergarten (K) thru 12th Grade. Programs are delivered in small groups that have individual instruction with a maximum of 3:1 student: teacher ratio. The majority of our instructional staff is credentialed in the State of California. Sylvan instructors are required to be eligible to be hired as regular and/or temporary teachers within the school districts we serve. We also have several multi-lingual instructional staff members. Instruction, however, always uses the English language. For those students with special needs Sylvan can supplement instruction within its program for those with IEP's.

All student instruction and work is completed within the center. No work is sent home. All Sylvan programs have been tested and undated for maximum academic growth. All students' results and progress are shared with the Parents and the District. All programs are designed to advance at a pace that ensures mastery by the students in the specific subject matter in review. When the pace appears too slow it is sped up; if it appears too fast it is slowed to ensure the student get the maximum benefit from the hours of instruction they attend. It is for these reasons the students that complete our programs increase in class test scores on state mandated test as well as their ability to progress and succeed in their classrooms at an accelerated pace.

Sylvan Learning Center Locations:

Fullerton Center

1539 So. Harbor Blvd
Fullerton, Ca 92832
Center # 714.680.5344
Fax # 714.680.5348

Anaheim Hills Center

5573 Santa Ana Canyon Road
Anaheim Hills, Ca 92807
Center # 714.637.7323
Fax: # 714.921.9448

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:

15th day of October 2009

by and between

Total Education Solutions

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:

Total Education Solutions, a Supplemental Educational Services (SES) provider, will make available after-school tutoring in reading/English language arts, mathematics, and science, to socioeconomically disadvantaged students who attend Ball, Brookhurst, Dale, Orangeview, South, and Sycamore Junior High Schools. Total Education Solutions also serves English learners and students with special needs. The tutoring is to be administered by California Department of Education approved SES providers, in accordance with policies prescribed in the No Child Left Behind (NCLB) Act of 2001.

Site/School:	Ball Junior High School Brookhurst Junior High School Dale Junior High School Orangeview Junior High School South Junior High School Sycamore Junior High School	Funds (Cost Center):	Title I (3810)
--------------	---	----------------------------	----------------

- 2. List of Other Supportive Staff or Consultants:

Special Programs Office staff, Susan Stocks and Maribel Chavez, manage SES providers, in accordance with NCLB regulations.

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

Date: November 2, 2009

and shall diligently perform as specified and complete performance by:

Date: May 15, 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:

Anaheim Union High School District (AUHSD) provided an information packet derived from the federal SES non-regulatory guidance, and discussed the information with prospective SES service providers at the SES service provider's meeting, on August 12, 2009.

5. District shall pay Consultant the maximum amount of

SES tutoring services are available to eligible students for a maximum of 22 hours and/or \$1,256.63 per student, or the most current state approved cost per student not to exceed \$15,000.

for services rendered

Total # of people:	One student per tutor.	# hours per day:	1 to 2 hours per session.	#of days:	1 to 3 days per week.
--------------------	------------------------	------------------	---------------------------	-----------	-----------------------

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 Consultant agrees to the following requirements which are consistent with federal and state law:

- a. Assess and diagnose reading, math and/or science needs of each student, develop an SES Student Learning Plan in consultation with the parent that identifies specific achievement goals, and develop a timetable for each student's expected improvement. 20 U.S.C. §6316 (e)(3)(A).
- b. Meet the student for a minimum of two hours per week at a site determined by the parent/guardian and the consultant. 20 U.S.C. §6316 (e)(3)(A) and (B).
- c. Use research-proven instructional strategies that are designed to increase student academic achievement and are consistent with district and state content and achievement standards. 20 U.S.C. §6316 (e)(12)(C).
- d. Report to the parent/guardian: (1) the results of the initial assessment, (2) progress reports at least once per month, and (3) notify the parent when student is absent from the program. 20 U.S.C. §6316(e)(3)(A) and (B).
- e. Report to the district each student's progress by site, at least once every four weeks of instruction and report student's participation. The district will forward communications to the individual school. 20 U.S.C. §6316(e)(3)(A) and (B).

- f. Monitor student attendance. 20 U.S.C. §6316 (e)(3)(A) and (B).
- g. By June 15, 2010, the Consultant will provide the Special Programs Office a closing report (sorted by school), containing a list of participating students that includes the first and last date of participation and pre/post-testing data. 20 U.S.C. §6316(e)(3)(A) and (B). Final payment will not be issued until the district receives the closing reports for each student.
- h. The consultant will not disclose to the public the identity of any student eligible for, or receiving supplemental education services without written permission from the student's parents. 20 U.S.C. §6316 (e)(3)(E).
- i. The consultant will comply with all applicable health, safety and civil rights laws. 20 U.S.C. §6316 (e)(5)(C).
- j. The consultant agrees that the services will be secular, neutral, and non-ideological. NCLB Section 1116(e)(5)(D); 34 C.F.R. §200.47(b)(2)(ii)(D).
- k. Prior to beginning services, Consultant will provide the district proof of the following:
 - (1) A current liability insurance policy with a minimum coverage amount of one million dollars. The required certificate of insurance must include an additional insured endorsement, naming AUHSD as an additional insured under the policy.
 - (2) Proof of being fiscally sound. Title 5 SES (13075.2(c)(1)-(21)).
 - (3) Evidence of being legally constituted to conduct business within the state of California. Title 5 SES (13075.2(c)(1)-(21)).
 - (4) Verification that the provider has not been removed from the state SES provider's list. Title 5 SES (13075.2(c)(1)-(21))]
- l. When providing a facility for meeting with students, consultant insures that the facility meets all applicable federal, state, and local health and safety laws. Title 5 SES (13075.2(c)(1)-(21)).
- m. No later than June 15, 2010, consultant will submit to the Special Programs Office a final invoice for services rendered during the 2009-10 fiscal year.
- n. In addition to Paragraph 6 herein, the district may terminate this agreement for the following reasons:
 - (1) If consultant fails to meet the individual student achievement goals and timelines identified in paragraph (11)(a), the agreement to continue providing services to that student, may be terminated.
 - (2) Consultant fails to meet all of the requirements contained herein.
- o. If this agreement is terminated, the money designated for the consultant will be disencumbered.

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

Supplemental Educational Services are a requirement of NCLB, for schools that are designated years two through five of Program Improvement, and receive Title I funding.

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

The Special Programs Office annually disseminates the following information to state approved SES providers: which AUHSD schools offer SES, the process for becoming an AUHSD SES provider, and the requirements for providers specified in federal SES non-regulatory guidance. The Special Programs Office also assists SES providers with: publicizing the tutoring services, processing payments, processing students' SES applications, and student SES plan.

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

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

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

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

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

Typed Name of consultant (same as page 1):

Total Education Solutions	Anaheim Union High School District
---------------------------	------------------------------------

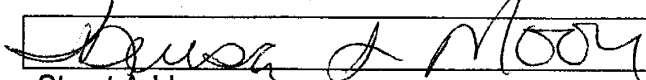
Typed Name/Title of Authorized Signatory:

Typed Name of Assistant Superintendent:

Theresa Moore/Director of Business	Frederick Navarro
------------------------------------	-------------------

Authorized Signature:

Signature of Assistant Superintendent:

	
---	--

Street Address:

Street Address:

625 Fair Oaks Rd.	501 Crescent Way, P.O. Box 3520
-------------------	---------------------------------

City, State, Zip Code

City, State, Zip Code

South Pasadena, CA 91030	Anaheim, CA 92803-3520
--------------------------	------------------------

Date:

Date:

09/10/09	
----------	--

Mark Appropriately:

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

Social Security Number*

or

X Federal Identification Number*

	95-4719630
--	------------

*Or, initial below:

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

Telephone Number:

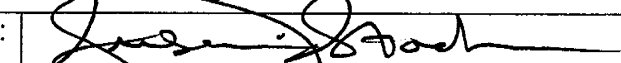
E-mail Address:

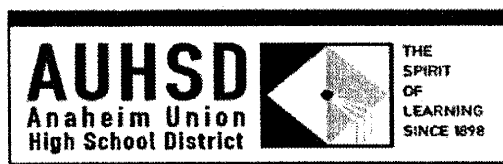
(619) 275-4525	tmoore@tesidea.com
----------------	--------------------

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

PRINCIPAL/DISTRICT ADMINISTRATOR:

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

Signature: 	Date: 9/10/09
--	---------------



Anaheim Union High School District
 Facilities and Planning
 501 Crescent Way – Post Office Box 3520
 Anaheim, California 92803-3520

Project: 2009-16 – Cypress High School & Lexington Junior High School –
 Door and Door Hardware Replacement School
Contract Number: 2009-16

Purchase Order No. : D64A0082
DSA Number:

CHANGE ORDER

To : Absolute Engineering, Inc. dba Absolute Doors
 1601 S. Sinclair St., Suite D
 Anaheim, CA 92806

Change Order No: 001
Date: 09/21/09
Title: Closeout Change Order

The following modifications have been made to your basic contract for the reasons listed below:

Item	Responsibility Code	Days	Change Amount
WO 001	Resolution of Claim	11	\$0.00

Contract Time Extension

Special Conditions, Article 1 in the AUHSD Bid Package 2009-16 specified a Project commencement date of June 22, 2009 and a Project completion date of August 3, 2009. However, due to ongoing summer activities at Cypress High School, the District has elected to provide a non-compensable Contract time extension which revises the Contract completion date from August 3, 2009 to August 14, 2009.

WO 002	Required Extra Scope	0	\$1,080.00
--------	----------------------	---	------------

New Door Installation

During the course of construction, it became apparent to the District that the door of room #152 at Lexington Junior High School was missing a Fire Rating tag. Contractor to remove and install a new Fire Rated door to bring the opening up to code.

WO 003	Differing Conditions	0	\$8,479.00
--------	----------------------	---	------------

Door Closers/Remediation

During the course of construction, it became apparent to the District that the door closers were installed incorrectly at Lexington Junior High School in a previous Contract. Contractor shall remove and re-install door closers to manufacturer specifications.

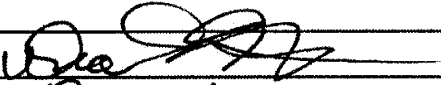

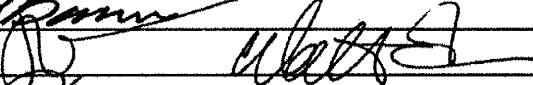

WO 004	Required Extra Scope	0	\$1,758.00
--------	----------------------	---	------------

Cypress Weight Room Door

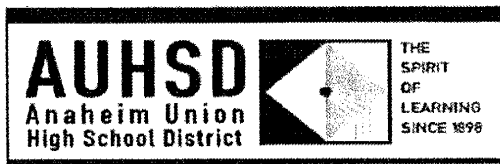
During the course of construction it became apparent that the weight room door at Cypress High School, Building E-1 required additional work to bring it into ADA compliance. The Contractor shall remove the existing concrete curb at the threshold of the weight room door to match the existing exterior elevation and extend the existing door frame down to the new finished level. The door shall be replaced under the original Contract however a longer door shall be installed to fit the larger, revised opening at no additional cost to the District.

Contractor agrees to furnish all labor and materials and perform all of the above described work indicated in each item attached in compliance with the applicable sections of the Contract Documents. The amount of the charges under the Change Order is limited to the charges allowed under article 59 of the General Conditions. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in the Change Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Change Order, unless otherwise provided in the Change Order. It is understood that this Change Order shall be effective when approved by the Governing Board of the District.

The Original Contract Sum was	\$161,300.00
Net Change by Previously Authorized Requests and Changes	\$0.00
The Contract Sum Prior to This Change Order was	\$161,300.00
The Contract Sum Will be Increased	\$11,317.00
The New Contract Sum Including This Change Order	\$172,617.00
The Contract Time Will Be Changed	11 days
The Date of Substantial Completion as of this Change Order Therefore is	09/18/2009
Cumulative Percentage of Original Contract	7.02%

	Signature	Date
AUHSD Timothy Holcomb		
Contractor		9/21/09
Architect		9/21/09
Project Manager		9/21/09
Inspector of Record		9/21/09

It is further understood and agreed that this adjustment constitutes compensation in full for all costs and markup directly or indirectly attributable to this change, or for all delays related thereto, including but not limited to all extended overhead and loss of productivity costs and for performance for this change within the time frame stated and Contractor expressly waives any claims for any additional compensations, damages or time extensions, in connection with the above referenced changes. We the undersigned Contractor have given careful consideration to the change proposed and hereby agree if this proposal is approved that we will accept as full payment the price shown above.



Anaheim Union High School District
 Facilities and Planning
 501 Crescent Way – Post Office Box 3520
 Anaheim, California 92803-3520

Project: 2009-16 – Cypress High School & Lexington Junior High School – **Purchase Order No. :**
 Door and Door Hardware Replacement School **DSA Number:**
Contract Number: 2009-16

WORK ORDER

To : Absolute Doors
 1601 S. Sinclair St., Suite D
 Anaheim, CA 92806

Work Order No: 001
Date: 06/17/09

Title: Contract Time Extension

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions as contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

Description of Proposal:

Special Conditions, Article 1 in the AUHSD Bid Package 2009-16 specified a Project commencement date of June 22, 2009 and a Project completion date of August 3, 2009. However, due to ongoing summer activities at Cypress High School, the District has elected to provide a non-compensable Contract time extension which revises the Contract completion date from August 3, 2009 to August 14, 2009.

Item	Description	Unit Price
01	Non-Compensable Contract Time Extension	\$0.00

Proposal Details:

It is understood that this Work Order will be effective when signed by the District Representative. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$100,000. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

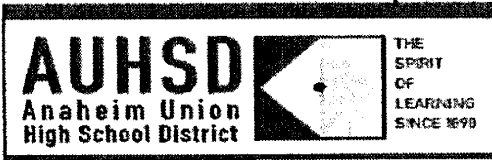
COST:

- Lump Sum **\$0.00** Not To Exceed \$ _____
- Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms.
- Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review, and will be resolved to be mutually agreeable.
- In accordance with Contract unit prices

TIME:

- No Change Time Impact Unknown Impact to Contract completion date is estimated at 11 days.
 - Will not change completion date but is expected to impact specific CPM Activities. Activity numbers: _____ Days: _____
- The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed and approved in accordance with the Contractor's weekly and monthly schedule.

	Signature	Date
AUHSD Timothy Holcomb		23 JUN 09
Contractor		6-17-09
Architect		6-18-09
Project Manager		6/17/09
Inspector of Record		6-17-09



Anaheim Union High School District
 Facilities and Planning
 501 Crescent Way – Post Office Box 3520
 Anaheim, California 92803-3520

Project: 2009-16 – Cypress High School & Lexington Junior High School - Door and Door Hardware Replacement
Purchase Order No. :
Contract Number: 2009-16
DSA Number:

WORK ORDER

To : Absolute Doors
 1601 S. Sinclair St., Suite D
 Anaheim, CA 92806

Work Order No: 002
Date: 07/20/09

Title: New Door Installation

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions as contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

Description of Proposal:

During the course of construction, it became apparent to the District that the door of room #152 was missing a Fire Rating tag. Contractor to remove and install new Fire Rated door to bring opening up to code.

Item	Description	Unit Price
01	The Contractor shall provide all the necessary equipment, material, and labor to properly install a new Fire Rated door in room #152. Refer to attached Cost Review Sheet.	\$1,080.00

Proposal Details:

It is understood that this Work Order will be effective when signed by the District Representative. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$100,000. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

COST:

- Lump Sum **\$1,080.00** Not To Exceed \$_____
- Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms.
- Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review, and will be resolved to be mutually agreeable.
- In accordance with Contract unit prices

TIME:

- No Change Time Impact Unknown Impact to Contract completion date is estimated at days.
 - Will not change completion date but is expected to impact specific CPM Activities. Activity numbers: _____ Days: _____
- The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed and approved in accordance with the Contractor's weekly and monthly schedule.

	Signature	Date
AUHSD Timothy Holcomb		6/24/09
Contractor		7/28/09
Architect		4-29-09
Project Manager		7/29/09
Inspector of Record		7/28/09



Anaheim Union High School District
 Facilities and Planning
 501 Crescent Way – Post Office Box 3520
 Anaheim, California 92803-3520

Project: 2009-16 – Cypress High School & Lexington Junior High School – Door and Door Hardware Replacement School
Contract Number: 2009-16
Purchase Order No. :
DSA Number:

WORK ORDER

To : Absolute Doors
 1601 S. Sinclair St., Suite D
 Anaheim, CA 92806
Work Order No: 003
Date: 07/20/09
Title: Door Closers/Remediation

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions as contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

Description of Proposal:

During the course of construction, it became apparent to the District that the door closers were installed incorrectly at Lexington Junior High School in a previous contract. Contractor shall remove and re-install door closers to manufacturer specifications.

Item	Description	Unit Price:
01	Contractor shall provide all material and labor necessary for the proper removal and re- installation of +/- 100 door closers to manufacturer specifications, campus wide. To include, but not limited to any painting, patching, or reloading that may be needed. Testing of installed door closers shall be conducted as per previously bought contract.	\$8,479

Proposal Details:

It is understood that this Work Order will be effective when signed by the District Representative. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$100,000. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

COST:
 Lump Sum **\$8,479** Not To Exceed \$ _____
 Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms.
 Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review, and will be resolved to be mutually agreeable.
 In accordance with Contract unit prices
TIME:
 No Change Time Impact Unknown Impact to Contract completion date is estimated at _____ days.
 Will not change completion date but is expected to impact specific CPM Activities. Activity numbers: _____ Days: _____
 The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work.
 These activities will be reviewed and approved in accordance with the Contractor's weekly and monthly schedule.

	Signature	Date
AUHSD Timothy Holcomb		07/20/09
Contractor		7/28/09
Architect		7.29.09
Project Manager		7/29/09
Inspector of Record		7/28/09



Project: 2009-16 – Cypress High School & Lexington Junior High School – Door and Door Hardware Replacement School
Purchase Order No. : D64A0082
DSA Number:

Contract Number: 2009-16

WORK ORDER

To : Absolute Engineering, Inc. dba Absolute Doors
1601 S. Sinclair St., Suite D
Anaheim, CA 92806

Work Order No: 004
Date: 09/21/09

Title: Cypress Weight Room Door

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions as contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

Description of Proposal:

During the course of construction it became apparent that the weight room door at Cypress High School, Building E-1 required additional work to bring it into ADA compliance. The Contractor shall remove the existing concrete curb at the threshold of the weight room door to match the existing exterior elevation and extend the existing door frame down to the new finished level. The door shall be replaced under the original Contract however a longer door shall be installed to fit the larger, revised opening at no additional cost to the District.

Item	Description	Unit Price
01	Contractor shall provide labor and material necessary to cut and grind down the existing concrete curb at Cypress High School, Building E-1, Door E11C to match the existing, adjacent exterior concrete paving, extend the existing door frame to the new finished level. The door to be installed shall be ordered to fit the new opening height. Refer to the attached Cost Review sheet.	\$1,758.00

Proposal Details:

It is understood that this Work Order will be effective when signed by the District Representative. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$100,000. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

COST:

- Lump Sum **\$1,758.00** Not To Exceed \$ _____
- Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms.
- Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review, and will be resolved to be mutually agreeable.
- In accordance with Contract unit prices

TIME:

- No Change Time Impact Unknown Impact to Contract completion date is estimated at 0 days.
- Will not change completion date but is expected to impact specific CPM Activities. Activity numbers: _____ Days: _____

The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed and approved in accordance with the Contractor's weekly and monthly schedule.

	Signature	Date
AUHSD Timothy Holcomb		27 SEP 09
Contractor		9-21-09
Architect		9-21-09
Project Manager		9/21/09
Inspector of Record		9/21/09



Anaheim Union High School District
 Facilities and Planning
 501 Crescent Way – Post Office Box 3520
 Anaheim, California 92803-3520

Project: 2009-18 – Anaheim Softball Fields and Site Improvement
Contract Number: 2009-18

Purchase Order No. : D64A0065
DSA Number: 04-110395

CHANGE ORDER

To : Nature Tech Landscaping, Inc.
 1760 Marlborough Ave.
 Riverside, CA 92507

Change Order No: 001
Date: 09/15/09
Title: Closeout Change Order

The following modifications have been made to your basic contract for the reasons listed below:

Item	Responsibility Code	Days	Change Amount
WO 001	Resolution of Claim	11	\$0.00

Contract Time Extension

Special Conditions, Article 1 in the AUHSD Bid Package 2009-18 specified a Project commencement date of June 22, 2009 and a Project completion date of August 10, 2009. However, due to the postponement of the bid opening date and subsequent issuance of the Notice to Proceed, the District has elected to provide a non-compensable Contract time extension which revises the Contract completion date from August 10, 2009 to August 21, 2009.

WO 003	Credit	0	(\$58,930.00)
--------	--------	---	---------------

Pergola Concrete Credit

Prior to the commencement of construction, the District elected to remove a portion of surplus scope concrete Work which was erroneously included in both AUHSD Bid Packages 2009-18 and 2009-24. The Bid Package 2009-18 Contractor provided the District an appropriate credit which the District elected to accept.

WO 004	Errors and Omissions	0	\$1,268.00
--------	----------------------	---	------------

Abandon Existing Irrigation

During the course of construction it became apparent that the Contract Documents did not indicate the location of existing irrigation valves that were to be abandoned in place. The District instructed the Contractor to cut and cap said valves below finish grade.

WO 006	Optional Extra Scope	0	\$50,000.00
--------	----------------------	---	-------------

Bulletin #01 Electrical

Bulletin #01 was issued as clarification to Addenda #1 and #3 and to include additional, post-bid scope. Due to the short duration of the Contract, the District elected to distribute the scope included in Bulletin #01 between several Work Orders to expedite the installation of the Work. This Work Order encompasses the additional site electrical work which shall be performed on a time and material basis..

WO 007	Optional Extra Scope	0	\$37,711.00
--------	----------------------	---	-------------

Bulletin #01 Light Poles

Bulletin #01 was issued as clarification to Addenda #1 and #3 and to include additional, post-bid scope. Due to the short duration of the Contract, the District elected to distribute the scope included in Bulletin #01 between several Work Orders to expedite the installation of the Work. This Work Order encompasses the material and labor to install new light poles at various locations on the campus. Due to the lead time of the light poles and fixtures, the Contractor shall install the light assemblies after hours or on Saturdays in September 2009.

WO 008	Required Extra Scope	0	\$48,701.00
--------	----------------------	---	-------------

Bulletin #02 Re-Grading

During the course of construction the District determined it to be beneficial to revise the finish grades of the Basketball, Volleyball and Softball fields in order to increase drainage of fields as well as to match interior grades at the Gymnasium pool. Therefore, the Contractor shall provide labor and material necessary to revise the finish grades pursuant to Bulletin #2.

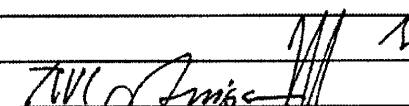
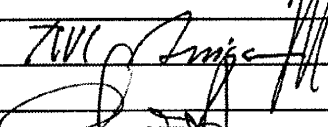
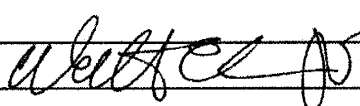

WO 009	Optional Extra Scope	0	\$0.00
Revised Curb Details			
<p>During the course of construction the District elected to revise the concrete curb at the perimeter of the Eastern Live on Unit, the Administration Quad and the Gym Plaza to provide a like kind appearance to the adjacent, existing concrete curbs. The Contractor shall provide labor and material to revise the concrete curbs at all noted locations which shall result in a no cost change to the District.</p>			
WO 010	Errors and Omissions	0	\$2,816.00
Sewer Line Re-Route			
<p>During the course of construction it became apparent that the Contract Documents did not indicate the location of an existing underground water storage tank adjacent to the Gymnasium with a live sewer line running through it. The District instructed the Contractor to re-route the sewer line around the water storage tank and connect to existing clean out boxes.</p>			
WO 012	Errors and Omissions	0	\$5,022.00
Handball Anchor Bolt Sacking			
<p>During the course of construction it became apparent that the Contract Documents did not indicate the patching of the Gymnasium wall where the handball courts were removed. In order to provide a consistent finish to the newly exposed surface, the Contractor shall patch holes to match the adjacent, existing surfaces.</p>			
WO 013	Optional Extra Scope	0	\$5,802.00
Gym Sidewalk and Ramp			
<p>During the course of construction it became apparent that the Contract Documents did not indicate the removal and replacement of an existing and damaged ramp and sidewalk at the North side of the Gymnasium. In order to provide a consistent finish to the newly place adjacent concrete surfaces, the Contractor shall remove and replace the existing and damaged ramp and sidewalk.</p>			
WO 014	Errors and Omissions	0	\$8,659.00
Building #7 Demo, Landscape and Irrigation			
<p>During the course of construction it came to the District's attention that the Construction Documents did not provide for the demolition of existing irrigation and landscaping or the installation of new irrigation and landscaping to the areas surrounding Building #7. The Contractor shall perform necessary work per the District's direction as well as add additional trees in said area.</p>			
WO 015	Differing Conditions	0	\$3,169.00
Gym Seeded Aggregate R&R			
<p>During the course of construction it became apparent that a portion of the existing seeded, exposed aggregate and black concrete bands which were installed in a previous Contract would not correctly match the new finish grades in the Gym Plaza. In order to provide a consistent finish to the new adjacent surfaces, the Contractor shall remove and replace a portion of the existing bands to match the new, adjacent finish surface elevations.</p>			
WO 016	Value Enhancement	0	(\$4,500.00)
RFI #23 – Revised Irrigation Mainline			
<p>During the course of construction the Contractor proposed that the specified loop irrigation system specified to supply water to the softball fields was not necessary and submitted an RFI with an alternate solution. The AOR reviewed and approved the proposed change thus resulting in a net credit to the District.</p>			
WO 017	Credit	0	(\$4,500.00)
Traffic Rated Cover Credit			
<p>During the course of construction the District evaluated the condition of the existing traffic rated covers at the Promenade and determined that they did not require replacement as noted in the Contract Documents. The District elected to take a credit for the labor and material to install new traffic rated covers at the Promenade.</p>			

WO 018	Optional Extra Scope	0	\$24,124.00
Seeded Stone, Glass Aggregate and Lithocrete			
During the course of construction the District elected to delete the exposed black river pebble rocks at the Gym Stage as well as utilize light blue Lithocrete in lieu of the specified exposed blue glass aggregate. The modification made will result in a longer lasting, lower maintenance finished product.			
WO 019	Optional Extra Scope	0	\$0.00
Softball Field Changes			
During the course of construction the District elected to install additional gates as well as backstop reinforcement at the softball fields to match the newly installed softball fields at Kennedy High School under a previous project. Additionally, the District elected to not install the specified geotextile fabric underneath the decomposed granite playing surface however added a soil stabilizer per the infield mix manufactures recommendations. The combination of the aforementioned changes resulted in a net no-cost change to the District.			
WO 020	Optional Extra Scope	0	\$7,651.00
Irrigation Controller Install			
During the course of construction the District elected to install a new 24 station irrigation controller in lieu of upgrading an existing irrigation controller. The Contractor shall provide labor and materials to install a new 24 station controller at the north side of the Gymnasium.			
WO 021	Required Extra Scope	0	\$1,908.00
Swale and Curb Revision			
During the course of construction the District ascertained that the swale at the south east corner of the tennis courts would not provide the appropriate water drainage necessary. It also came to the District's attention tha the concrete curb located at the southern end of Building 7 would not cover the existing low voltage conduits. Therefore, the Contractor shall remove and replace the both items to the their revised locations.			
WO 022	Optional Extra Scope	0	\$3,090.00
Gym Plaza Unit Pavers			
During the course of construction the District opted to install unit pavers at the Citron entry to the Gymnasium Plaza in order to achieve a consistent finish to the adjacent flat work.			
WO 023	Optional Extra Scope	0	\$20,101.00
Bulletin #01 – Light Fixture Installation			
During the course of construction the District issued Bulletin #01 for clarification and additinoal scope. A portion of the additional scipe was to add exterior lighting at the Gymnasium Plaza. The Contractor shall provide material nessary to instal exterior lighting at the Gymnasium Plaza.			
WO 025	Optional Extra Scope	0	\$8,745.00
Fountain Re-furb / Cypress St. Flatwork			
During the course of construction the District Opted to refurbish the damaged concrete water fountain in the Administrative Quad area. Additionally, in order to delineate the school from the adjacent alley, the District elected to install 6" curb on the west end of the school on Cypress Street. Contractor shall provide labor and materials necessary for the proper installation oand refurbishing of the items mentioned.			
WO 026	Differing Conditions	0	\$1,500.00
Roof Drain Downspout Re-route			
During the course of construction it came to the District's attention that there were existing roof drains and overflow downspouts at the east end of the gymnasium that were inoperable due to them being below grade. Contractor shall core new holes at each end and re-route the drains to full function.			

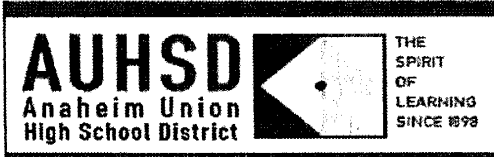
WO 027	Required Extra Scope	0	\$4,756.00
Promenade Concrete and Pavers			
<p>During the course of construction it became apparent that the Contract Documents did not make provisions for finish concrete work south of the manhole area adjacent to the existing pergolas. Additionally, there was a portion of existing concrete paving whose elevation did not correctly match the new concrete paving plan. The Contractor remove and replace existing concrete paving with new to match new finish elevation as well as install unit pavers to match existing, adjacent pavers to provide a consistent finish and provide proper water drainage.</p>			
WO 028	Optional Extra Scope	0	\$7,439.00
Faculty Lounge Patio			
<p>During the course of construction the District elected to revise the layout of the existing faculty lounge patio adjacent to the cafeteria building. The changes will allow for proper drainage of the patio as well as maximize the available space.</p>			
WO 029	Optional Extra Scope	0	\$3,049.00
Date Palm Height Change			
<p>During the course of construction the District elected to revise the height of the eight date palms along Citron St. from 25' to 30' to allow proper clearance from the roofline of the adjacent buildings. The Contractor shall also provide and install an African sumac at the west side of the Administration Quad in place of the removed eucalyptus tree.</p>			
WO 030	Optional Extra Scope	0	\$0.00
Building #7 Landing Concrete Revisions			
<p>During the course of construction, the District issued Work Order #018 dated 07/27/09 which revised the exposed blue glass aggregate band running from the length of the Promenade with blue Lithocrete®. Subsequently the District elected to revise the finished surface of the Building #7 landings at three locations from Lithocrete® to natural grey concrete in order to maintain a consistent look with the seeded aggregate bands and blue Lithocrete®.</p>			
WO 031	Credit	0	(\$1,250.00)
Bulletin #01 Electrical Final			
<p>Bulletin #01 was issued as clarification to Addenda #1 and #3 and to include additional, post-bid scope. Due to the short duration of the Contract, the District elected to distribute the scope included in Bulletin #01 between several Work Orders to expedite the installation of the Work. Work Order #006 dated 07/31/09 was issued to encompass the additional site electrical work which was performed on a time and material basis in the amount of \$50,000.00. This Work Order shall serve as the credit for the value of work performed.</p>			

Contractor agrees to furnish all labor and materials and perform all of the above described work indicated in each item attached in compliance with the applicable sections of the Contract Documents. The amount of the charges under the Change Order is limited to the charges allowed under article 59 of the General Conditions. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in the Change Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Change Order, unless otherwise provided in the Change Order. It is understood that this Change Order shall be effective when approved by the Governing Board of the District.

The Original Contract Sum was	\$1,849,000.00
Net Change by Previously Authorized Requests and Changes	\$0.00
The Contract Sum Prior to This Change Order was	\$1,849,000.00
The Contract Sum Will be Increased	\$176,331.00
The New Contract Sum Including This Change Order	\$2,025,331.00
The Contract Time Will Be Changed	11 days
The Date of Substantial Completion as of this Change Order Therefore is	08/21/2009
Cumulative Percentage of Original Contract	9.54%

	Signature	Date
AUHSD Timothy Holcomb		
Contractor		9-15-09
Architect		9-15-09
Project Manager		9/15/09
Inspector of Record		9/16/09

It is further understood and agreed that this adjustment constitutes compensation in full for all costs and markup directly or indirectly attributable to this change, or for all delays related thereto, including but not limited to all extended overhead and loss of productivity costs and for performance for this change within the time frame stated and Contractor expressly waives any claims for any additional compensations, damages or time extensions, in connection with the above referenced changes. We the undersigned Contractor have given careful consideration to the change proposed and hereby agree if this proposal is approved that we will accept as full payment the price shown above.



Anaheim Union High School District
 Facilities and Planning
 501 Crescent Way – Post Office Box 3520
 Anaheim, California 92803-3520

Project: 2009-18 – Anaheim Softball Fields and Site Improvement
Contract Number: 2009-18

Purchase Order No. :
DSA Number: 04-110395

WORK ORDER

To : Nature Tech Landscaping, Inc.
 1760 Marlborough Ave.
 Riverside, CA 92507

Work Order No: 001

Date: 06/05/09

Title: Contract Time Extension

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions as contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

Description of Proposal:

Special Conditions, Article 1 in the AUHSD Bid Package 2009-18 specified a Project commencement date of June 22, 2009 and a Project completion date of August 10, 2009. However, due to the postponement of the bid opening date and subsequent issuance of the Notice to Proceed, the District has elected to provide a non-compensable Contract time extension which revises the Contract completion date from August 10, 2009 to August 21, 2009.

Item	Description	Unit Price
01	Non-Compensable Contract Time Extension	\$0.00

Proposal Details:

It is understood that this Work Order will be effective when signed by the District Representative. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$100,000. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

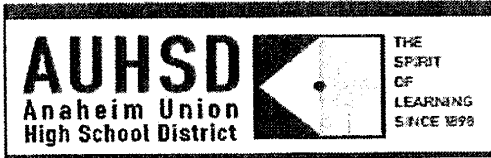
COST:

- Lump Sum \$ 0.00 Not To Exceed \$ _____
- Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms.
- Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review, and will be resolved to be mutually agreeable.
- In accordance with Contract unit prices

TIME:

- No Change Time Impact Unknown Impact to Contract completion date is estimated at 11 days.
 - Will not change completion date but is expected to impact specific CPM Activities. Activity numbers: _____ Days: _____
- The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed and approved in accordance with the Contractor's weekly and monthly schedule.

	Signature	Date
AUHSD Timothy Holcomb		22/6/09
Contractor		
Architect		
Project Manager		
Inspector of Record	A.D.	



Anaheim Union High School District
 Facilities and Planning
 501 Crescent Way – Post Office Box 3520
 Anaheim, California 92803-3520

Project: 2009-18 – Anaheim Softball Fields and Site Improvement
Contract Number: 2009-18

Purchase Order No. :
DSA Number: 04-110395

WORK ORDER

To : Nature Tech Landscaping, Inc.
 1760 Marlborough Ave.
 Riverside, CA 92507

Work Order No: 003

Date: 06/19/09

Title: Pergola Concrete Credit

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions as contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

Description of Proposal:

Prior to the commencement of construction, the District elected to remove a portion surplus scope concrete Work which was intentionally included in both AUHSD Bid Packages 2009-18 and 2009-24. The Bid Package 2009-18 Contractor provided the District an appropriate credit which the District elected to accept.

Item	Description	Unit Price
01	Credit for surplus scope. Refer to attached Cost Reivew sheet.	\$-58,930.00

Proposal Details:

It is understood that this Work Order will be effective when signed by the District Representative. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$100,000. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

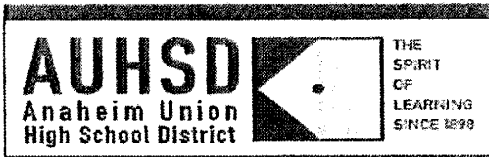
COST:

- Lump Sum \$ **-58,930.00** Not To Exceed \$ _____
- Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms.
- Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review, and will be resolved to be mutually agreeable.
- In accordance with Contract unit prices

TIME:

- No Change Time Impact Unknown Impact to Contract completion date is estimated at _____ days.
 - Will not change completion date but is expected to impact specific CPM Activities. Activity numbers: _____ Days: _____
- The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed and approved in accordance with the Contractor's weekly and monthly schedule.

	Signature	Date
AUHSD Timothy Holcomb		23 Jan 09
Contractor		6-23-09
Architect		
Project Manager		6/19/09
Inspector of Record		6/19/09



Anaheim Union High School District
 Facilities and Planning
 501 Crescent Way – Post Office Box 3520
 Anaheim, California 92803-3520

Project: 2009-18 – Anaheim Softball Fields and Site Improvement
Contract Number: 2009-18

Purchase Order No. :
DSA Number: 04-110395

WORK ORDER

To : Nature Tech Landscaping, Inc.
 1760 Marlborough Ave.
 Riverside, CA 92507

Work Order No: 004
Date: 06/26/09

Title: Abandon Existing Irrigation

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions as contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

Description of Proposal:

During the course of construction it became apparent that the Contract Documents did not indicate the location of existing irrigation valves that were to be abandoned in place. The District instructed the Contractor to cut and cap said valves below finish grade.

Item	Description	Unit Price
01	Contractor shall provide labor and material to intercept 5 existing 2" PVC irrigation lines, cap off 18" below finish grade and return valves to District. Refer to attached cost review sheet	\$1,268.00

Proposal Details:

It is understood that this Work Order will be effective when signed by the District Representative. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$100,000. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

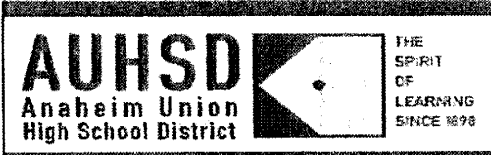
COST:

- Lump Sum \$ 1,268.00 Not To Exceed \$ _____
- Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms.
- Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review, and will be resolved to be mutually agreeable.
- In accordance with Contract unit prices

TIME:

- No Change Time Impact Unknown Impact to Contract completion date is estimated at _____ days.
 - Will not change completion date but is expected to impact specific CPM Activities. Activity numbers: _____ Days: _____
- The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed and approved in accordance with the Contractor's weekly and monthly schedule.

	Signature	Date
AUHSD Timothy Holcomb		7/21/09
Contractor		7-21-09
Architect		7-21-09
Project Manager		7/21/09
Inspector of Record		7-21-09



Anaheim Union High School District
 Facilities and Planning
 501 Crescent Way – Post Office Box 3520
 Anaheim, California 92803-3520

Project: 2009-18 – Anaheim Softball Fields and Site Improvement
Contract Number: 2009-18

Purchase Order No. :
DSA Number: 04-110395

WORK ORDER

To : Nature Tech Landscaping, Inc.
 1760 Marlborough Ave.
 Riverside, CA 92507

Work Order No: 006
Date: 07/13/09

Title: Bulletin #01 Electrical

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions as contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

Description of Proposal:

Bulletin #01 was issued as clarification to Addenda #1 and #3 and to include additional, post-bid scope. Due to the short duration of the Contract, the District elected to distribute the scope included in Bulletin #01 between several Work Orders to expedite the installation of the Work. This Work Order encompasses the additional site electrical work which shall be performed on a time and material basis.

Item	Description	Unit Price
01	Contractor shall provide labor and material necessary to perform electrical work in accordance with Bulletin #1 dated 05/22/09. Work shall be performed on a time an material basis in accordance with General Conditions, Article ;59(e)(3). Refer to attached Cost Review sheet.	\$50,000.00

Proposal Details:

It is understood that this Work Order will be effective when signed by the District Representative. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$100,000. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

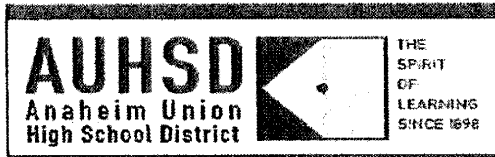
COST:

- Lump Sum \$
- Not To Exceed **\$50,000.00**
- Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms.
- Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review, and will be resolved to be mutually agreeable.
- In accordance with Contract unit prices

TIME:

- No Change
 - Time Impact Unknown
 - Impact to Contract completion date is estimated at _____ days.
 - Will not change completion date but is expected to impact specific CPM Activities. Activity numbers: _____ Days: _____
- The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed and approved in accordance with the Contractor's weekly and monthly schedule.

	Signature	Date
AUHSD Timothy Holcomb		27/07/09
Contractor		7-21-09
Architect	TWC Amis	7-21-09
Project Manager		
Inspector of Record		7-21-09



Anaheim Union High School District
 Facilities and Planning
 501 Crescent Way – Post Office Box 3520
 Anaheim, California 92803-3520

Project: 2009-18 – Anaheim Softball Fields and Site Improvement
Contract Number: 2009-18

Purchase Order No. :
DSA Number: 04-110395

WORK ORDER

To : Nature Tech Landscaping, Inc.
 1760 Marlborough Ave.
 Riverside, CA 92507

Work Order No: 007
Date: 07/13/09

Title: Bulletin #01 Light Poles

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions as contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

Description of Proposal:

Bulletin #01 was issued as clarification to Addenda #1 and #3 and to include additional, post-bid scope. Due to the short duration of the Contract, the District elected to distribute the scope included in Bulletin #01 between several Work Orders to expedite the installation of the Work. This Work Order encompasses the material and labor to install new light poles at various locations on the campus. Due to the lead time of the light poles and fixtures, the Contractor shall install the light assemblies after hours or on Saturdays in September 2009.

Item	Description	Unit Price
01	Contractor shall provide labor and material necessary to install (7) light poles and associated footings in accordance with Bulletin #01 dated 05/22/09. Refer to attached Cost Review sheet.	\$37,711.00

Proposal Details:

It is understood that this Work Order will be effective when signed by the District Representative. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$100,000. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

COST:

- Lump Sum **\$37,711.00** Not To Exceed \$
 Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms.
 Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review, and will be resolved to be mutually agreeable.
 In accordance with Contract unit prices

TIME:

- No Change Time Impact Unknown Impact to Contract completion date is estimated at _____ days.
 Will not change completion date but is expected to impact specific CPM Activities. Activity numbers: _____ Days: _____
 The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed and approved in accordance with the Contractor's weekly and monthly schedule.

	Signature	Date
AUHSD Timothy Holcomb		7/13/09
Contractor		7-11-09
Architect		7-21-09
Project Manager		7/21/09
Inspector of Record		7/21/09



Anaheim Union High School District
 Facilities and Planning
 501 Crescent Way – Post Office Box 3520
 Anaheim, California 92803-3520

Project: 2009-18 – Anaheim Softball Fields and Site Improvement
Contract Number: 2009-18

Purchase Order No. :
DSA Number: 04-110395

WORK ORDER

To : Nature Tech Landscaping, Inc.
 1760 Marlborough Ave.
 Riverside, CA 92507

Work Order No: 008

Date: 07/13/09

Title: Bulletin #02 Re-Grading

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions as contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

Description of Proposal:

During the course of construction the District determined it to be beneficial to revise the finish grades of the Basketball, Volleyball and Softball fields in order to increase drainage of fields as well as to match interior grades at the Gymnasium pool. Therefore, the Contractor shall provide labor and material necessary to revise the finish grades pursuant to Bulletin #2.

Item	Description	Unit Price
01	Contractor shall provide labor and material necessary to revise the finish grades at the basketball courts in accordance to Bulletin #02 dated 07/02/09. Refer to attached Cost Review sheet.	\$48,701.00

Proposal Details:

It is understood that this Work Order will be effective when signed by the District Representative. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$100,000. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

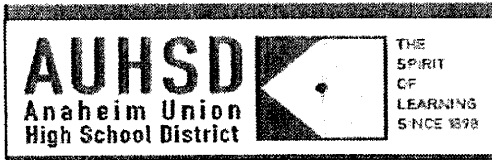
COST:

- Lump Sum **\$48,701.00** Not To Exceed \$
- Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms.
- Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review, and will be resolved to be mutually agreeable.
- In accordance with Contract unit prices

TIME:

- No Change Time Impact Unknown Impact to Contract completion date is estimated at _____ days.
 - Will not change completion date but is expected to impact specific CPM Activities. Activity numbers: _____ Days: _____
- The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed and approved in accordance with the Contractor's weekly and monthly schedule.

	Signature	Date
AUHSD Timothy Holcomb		7/21/09
Contractor		7-21-09
Architect		7-21-09
Project Manager		7/21/09
Inspector of Record		7-21-09



Anaheim Union High School District
Facilities and Planning
501 Crescent Way — Post Office Box 3520
Anaheim, California 92803-3520

Project: 2009-18 – Anaheim Softball Fields and Site Improvement
Contract Number: 2009-18

Purchase Order No. :
DSA Number: 04-110395

WORK ORDER

To : Nature Tech Landscaping, Inc.
1760 Marlborough Ave.
Riverside, CA 92507

Work Order No: 009

Date: 07/18/09

Title: Revised Curb Details

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions as contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

Description of Proposal:

During the course of construction the District determined that in order to revise the concrete curb at the perimeter of the Eastern Live on Unit, the Administration Quad and the Gym Plaza to provide a like kind appearance to the adjacent, existing concrete curbs. The Contractor shall provide labor and material to revise the concrete curbs at all noted locations which shall result in a no cost change to the District.

Item	Description	Unit Price
01	Contractor shall provide labor and material necessary to revise the concrete curbs at the live on unit the Administration Quad and the Gym Plaza. Refer to attached Cost Review sheet.	\$0.00

Proposal Details:

It is understood that this Work Order will be effective when signed by the District Representative. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$100,000. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

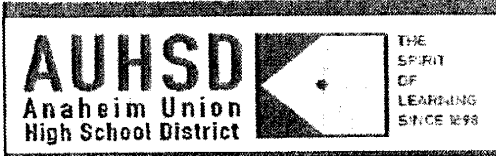
COST:

- Lump Sum **\$0.00**
- Not To Exceed \$
- Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms.
- Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review, and will be resolved to be mutually agreeable.
- In accordance with Contract unit prices

TIME:

- No Change
 - Time Impact Unknown
 - Impact to Contract completion date is estimated at ____ days.
 - Will not change completion date but is expected to impact specific CPM Activities. Activity numbers: ____ Days: ____
- The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed and approved in accordance with the Contractor's weekly and monthly schedule.

	Signature	Date
AUHSD Timothy Holcomb		7/21/09
Contractor		7-21-09
Architect		7-21-09
Project Manager		7/21/09
Inspector of Record		7/21/09



Anaheim Union High School District
 Facilities and Planning
 501 Crescent Way – Post Office Box 3520
 Anaheim, California 92803-3520

Project: 2009-18 – Anaheim Softball Fields and Site Improvement
Contract Number: 2009-18

Purchase Order No. :
DSA Number: 04-110395

WORK ORDER

To : Nature Tech Landscaping, Inc.
 1760 Marlborough Ave.
 Riverside, CA 92507

Work Order No: 010

Date: 07/18/09

Title: Sewer Line Re-Route

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions as contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

Description of Proposal:

During the course of construction it became apparent that the Contract Documents did not indicate the location of an existing underground water storage tank adjacent to the Gymnasium with a live sewer line running through it. The District instructed the Contractor to re-route the sewer line around the water storage tank and connect to existing clean out boxes.

Item	Description	Unit Price
01	Contractor shall provide labor and material to re-route an existing live 4" sewer line around the existing water storage tank adjacent to the West side of the Gymnasium. Refer to attached cost review sheet.	\$2,816.00

Proposal Details:

It is understood that this Work Order will be effective when signed by the District Representative. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$100,000. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

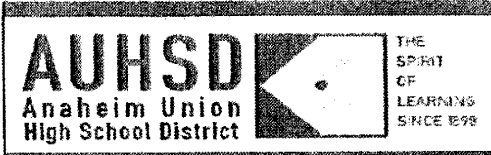
COST:

- Lump Sum \$ **2,816.00** Not To Exceed \$ _____
- Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms.
- Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review, and will be resolved to be mutually agreeable.
- In accordance with Contract unit prices

TIME:

- No Change Time Impact Unknown Impact to Contract completion date is estimated at _____ days.
 - Will not change completion date but is expected to impact specific CPM Activities. Activity numbers: _____ Days: _____
- The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed and approved in accordance with the Contractor's weekly and monthly schedule.

	Signature	Date
AUHSD Timothy Holcomb		27 June 09
Contractor		7-21-09
Architect		7-21-09
Project Manager		7/21/09
Inspector of Record		7-21-09



Anaheim Union High School District
 Facilities and Planning
 501 Crescent Way – Post Office Box 3520
 Anaheim, California 92803-3520

Project: 2009-18 – Anaheim Softball Fields and Site Improvement
Contract Number: 2009-18

Purchase Order No. :
DSA Number: 04-110395

WORK ORDER

To : Nature Tech Landscaping, Inc.
 1760 Marlborough Ave.
 Riverside, CA 92507

Work Order No: 012
Date: 07/18/09

Title: Handball Anchor Bolt Sacking

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions as contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

Description of Proposal:

During the course of construction it became apparent that the Contract Documents did not indicate the patching of the Gymnasium wall where the handball courts were removed. In order to provide a consistent finish to the newly exposed surface, the Contractor shall patch holes to match the adjacent, existing surfaces.

Item	Description	Unit Price
01	Contractor shall provide labor and material to remove existing anchor bolts and anchors, patch holes and sack smooth to match adjacent, existing surfaces. Refer to attached cost review sheet.	\$5,022.00

Proposal Details:

It is understood that this Work Order will be effective when signed by the District Representative. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$100,000. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

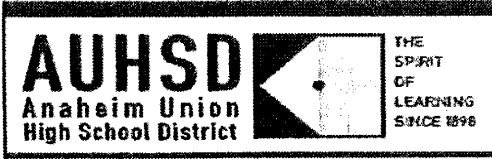
COST:

- Lump Sum \$ 5,022.00 Not To Exceed \$ _____
- Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms.
- Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review, and will be resolved to be mutually agreeable.
- In accordance with Contract unit prices

TIME:

- No Change Time Impact Unknown Impact to Contract completion date is estimated at _____ days.
 - Will not change completion date but is expected to impact specific CPM Activities. Activity numbers: _____ Days: _____
- The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed and approved in accordance with the Contractor's weekly and monthly schedule.

	Signature	Date
AUHSD Timothy Holcomb		7/21/09
Contractor		7-21-09
Architect		7-21-09
Project Manager		7/21/09
Inspector of Record		7/21/09



Anaheim Union High School District
 Facilities and Planning
 501 Crescent Way – Post Office Box 3520
 Anaheim, California 92803-3520

Project: 2009-18 – Anaheim Softball Fields and Site Improvement
Contract Number: 2009-18

Purchase Order No. :
DSA Number: 04-110395

WORK ORDER

To : Nature Tech Landscaping, Inc.
 1760 Marlborough Ave.
 Riverside, CA 92507

Work Order No: 013
Date: 07/18/09

Title: Gym Sidewalk and Ramp

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions as contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

Description of Proposal:

During the course of construction it became apparent that the Contract Documents did not indicate the removal and replacement of an existing and damaged ramp and sidewalk at the North side of the Gymnasium. In order to provide a consistent finish to the newly place adjacent concrete surfaces, the Contractor shall remove and replace the existing and damaged ramp and sidewalk.

Item	Description	Unit Price
01	Contractor shall provide labor and material to demo existing damaged ramp and sidewalk at North side of Gymnasium and place new concrete ramp and sidewalk to match existing and adjacent grades. Contractor to remove and re-install existing handrail at ramp. Refer to attached cost review sheet.	\$5,802.00

Proposal Details:

It is understood that this Work Order will be effective when signed by the District Representative. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$100,000. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

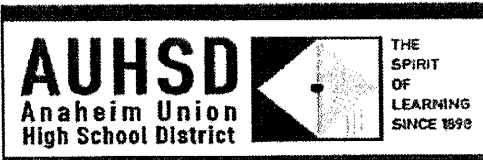
COST:

- Lump Sum \$ **5,802.00** Not To Exceed \$ _____
- Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms.
- Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review, and will be resolved to be mutually agreeable.
- In accordance with Contract unit prices

TIME:

- No Change Time Impact Unknown Impact to Contract completion date is estimated at _____ days.
 - Will not change completion date but is expected to Impact specific CPM Activities. Activity numbers: _____ Days: _____
- The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed and approved in accordance with the Contractor's weekly and monthly schedule.

	Signature	Date
AUHSD Timothy Holcomb		7/21/09
Contractor		7-21-09
Architect		7-21-09
Project Manager		7/21/09
Inspector of Record		7-21-09



Anaheim Union High School District
 Facilities and Planning
 501 Crescent Way – Post Office Box 3520
 Anaheim, California 92803-3520

Project: 2009-18 – Anaheim Softball Fields and Site Improvement
Contract Number: 2009-18

Purchase Order No. :
DSA Number: 04-110395

WORK ORDER

To : Nature Tech Landscaping, Inc.
 1760 Marlborough Ave.
 Riverside, CA 92507

Work Order No: 014
Date: 07/29/09

Title: Building #7 Demo, Landscape and Irrigation

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions as contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

Description of Proposal:

During the course of construction it came to the District's attention that the Construction Documents did not provide for the demolition of existing irrigation and landscaping or the installation of new irrigation and landscaping to the areas surrounding Building #7. The Contractor shall perform necessary work per the District's direction as well as add additional trees in said area.

Item	Description	Unit Price
01	Contractor shall provide labor and material to perform additional landscape demo as well as provide and install additional irrigation And landscaping adjacent to Building #7. Refer to attached cost review sheet.	\$8,659.00

Proposal Details:

It is understood that this Work Order will be effective when signed by the District Representative. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$100,000. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

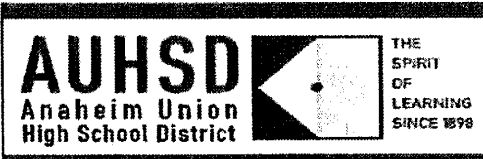
COST:

- Lump Sum \$ **8,659.00** Not To Exceed \$ _____
- Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms.
- Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review, and will be resolved to be mutually agreeable.
- In accordance with Contract unit prices

TIME:

- No Change Time Impact Unknown Impact to Contract completion date is estimated at _____ days.
 - Will not change completion date but is expected to impact specific CPM Activities. Activity numbers: _____ Days: _____
- The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed and approved in accordance with the Contractor's weekly and monthly schedule.

	Signature	Date
AUHSD Timothy Holcomb		8/4/09
Contractor		8-4-09
Architect		08-04-09
Project Manager		8/4/09
Inspector of Record		8-4-09



Anaheim Union High School District
 Facilities and Planning
 501 Crescent Way – Post Office Box 3520
 Anaheim, California 92803-3520

Project: 2009-18 – Anaheim Softball Fields and Site Improvement
Contract Number: 2009-18

Purchase Order No. :
DSA Number: 04-110395

WORK ORDER

To : Nature Tech Landscaping, Inc.
 1760 Marlborough Ave.
 Riverside, CA 92507

Work Order No: 015
Date: 07/18/09

Title: Gym Seeded Aggregate R&R

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions as contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

Description of Proposal:

During the course of construction it became apparent that a portion of the existing seeded, exposed aggregate and black concrete bands which were installed in a previous Contract would not correctly match the new finish grades in the Gym Plaza. In order to provide a consistent finish to the new adjacent surfaces, the Contractor shall remove and replace a portion of the existing bands to match the new, adjacent finish surface elevations.

Item	Description	Unit Price
01	Contractor shall provide labor and material to remove and replace existing seeded, exposed aggregate and black concrete bands to match the new and adjacent grades. Refer to attached cost review sheet.	\$3,169.00

Proposal Details:

It is understood that this Work Order will be effective when signed by the District Representative. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$100,000. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

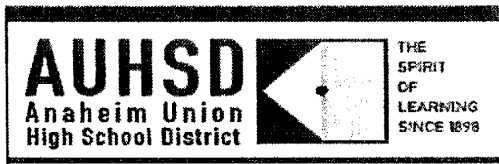
COST:

- Lump Sum \$ **3,169.00** Not To Exceed \$ _____
- Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms.
- Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review, and will be resolved to be mutually agreeable.
- In accordance with Contract unit prices

TIME:

- No Change Time Impact Unknown Impact to Contract completion date is estimated at _____ days.
 - Will not change completion date but is expected to impact specific CPM Activities. Activity numbers: _____ Days: _____
- The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed and approved in accordance with the Contractor's weekly and monthly schedule.

	Signature	Date
AUHSD Timothy Holcomb		7/21/09
Contractor		7-21-09
Architect		7-21-09
Project Manager		7/21/09
Inspector of Record		7-21-09



Anaheim Union High School District
 Facilities and Planning
 501 Crescent Way – Post Office Box 3520
 Anaheim, California 92803-3520

Project: 2009-18 – Anaheim Softball Fields and Site Improvement
 Contract Number: 2009-18

Purchase Order No. :
 DSA Number: 04-110395

WORK ORDER

To : Nature Tech Landscaping, Inc.
 1760 Marlborough Ave.
 Riverside, CA 92507

Work Order No: 016
 Date: 07/18/09

Title: RFI #23 – Revised Irrigation Mainline

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions as contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

Description of Proposal:

During the course of construction the Contractor proposed that the specified loop irrigation system specified to supply water to the softball fields was not necessary and submitted an RFI with an alternate solution. The AOR reviewed and approved the proposed change thus resulting in a net credit to the District.

Item	Description	Unit Price
01	Contractor shall provide credit for labor and material for the revised irrigation mainline at the softball fields per AOR's response to RFI #23 dated 07/10/09. Refer to attached cost review sheet.	(\$4,500.00)

Proposal Details:

It is understood that this Work Order will be effective when signed by the District Representative. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$100,000. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

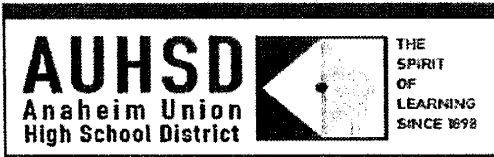
COST:

- Lump Sum (\$ 4,500.00) Not To Exceed \$ _____
- Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms.
- Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review, and will be resolved to be mutually agreeable.
- In accordance with Contract unit prices

TIME:

- No Change Time Impact Unknown Impact to Contract completion date is estimated at _____ days.
 - Will not change completion date but is expected to impact specific CPM Activities. Activity numbers: _____ Days: _____
- The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed and approved in accordance with the Contractor's weekly and monthly schedule.

	Signature	Date
AUHSD Timothy Holcomb		7/18/09
Contractor		7-21-09
Architect		7-21-09
Project Manager		7/21/09
Inspector of Record		7/21/09



Anaheim Union High School District
 Facilities and Planning
 501 Crescent Way – Post Office Box 3520
 Anaheim, California 92803-3520

Project: 2009-18 – Anaheim Softball Fields and Site Improvement
Contract Number: 2009-18

Purchase Order No. :
DSA Number: 04-110395

WORK ORDER

To : Nature Tech Landscaping, Inc.
 1760 Marlborough Ave.
 Riverside, CA 92507

Work Order No: 017
Date: 07/18/09
Title: Traffic Rated Cover Credit

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions as contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

Description of Proposal:

During the course of construction the District evaluated the condition of the existing traffic rated covers at the Promenade and determined that they did not require replacement as noted in the Contract Documents. The District elected to take a credit for the labor and material to install new traffic rated covers at the Promenade.

Item	Description	Unit Price
01	Contractor shall provide a credit for labor and material for note #9 on sheet Cw-2.1 to provide and install (9) new traffic rated covers along the Promenade. Refer to attached cost review sheet.	(\$4,500.00)

Proposal Details:

It is understood that this Work Order will be effective when signed by the District Representative. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$100,000. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

COST:

- Lump Sum (\$ 4,500.00) Not To Exceed \$ _____
- Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms.
- Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review, and will be resolved to be mutually agreeable.
- In accordance with Contract unit prices

TIME:

- No Change Time Impact Unknown Impact to Contract completion date is estimated at _____ days.
 - Will not change completion date but is expected to impact specific CPM Activities. Activity numbers: _____ Days: _____
- The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed and approved in accordance with the Contractor's weekly and monthly schedule.

	Signature	Date
AUHSD Timothy Holcomb		7/21/09
Contractor		7-21-09
Architect		7-21-09
Project Manager		7/21/09
Inspector of Record		7/21/09



Anaheim Union High School District
 Facilities and Planning
 501 Crescent Way – Post Office Box 3520
 Anaheim, California 92803-3520

Project: 2009-18 – Anaheim Softball Fields and Site Improvement
Contract Number: 2009-18

Purchase Order No. :
DSA Number: 04-110395

WORK ORDER

To : Nature Tech Landscaping, Inc.
 1760 Marlborough Ave.
 Riverside, CA 92507

Work Order No: 018
Date: 07/27/09

Title: Seeded Stone, Glass Aggregate and Lithocrete

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions as contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

Description of Proposal:

During the course of construction the District elected to delete the exposed black river pebble rocks at the Gym Stage as well as utilize light blue Lithocrete in lieu of the specified exposed blue glass aggregate. The modification made will result in a longer lasting, lower maintenance finished product.

Item	Description	Unit Price
01	Contractor shall provide a credit for labor and material to install exposed black river pebble rocks at the Gym Stage and blue glass aggregate from the Gym Plaza through the promenade and to the Admin Quad. Contractor shall provide labor and material necessary to install blue glass Lithocrete® in lieu of the specified blue glass aggregate. Refer to attached cost review sheet.	\$24,124.00

Proposal Details:

It is understood that this Work Order will be effective when signed by the District Representative. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$100,000. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

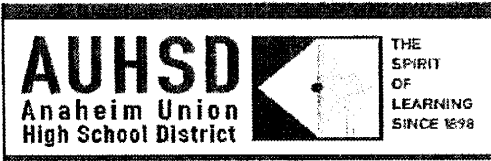
COST:

- Lump Sum \$ 24,124.00 Not To Exceed \$ _____
- Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms.
- Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review, and will be resolved to be mutually agreeable.
- In accordance with Contract unit prices

TIME:

- No Change Time Impact Unknown Impact to Contract completion date is estimated at _____ days.
 - Will not change completion date but is expected to impact specific CPM Activities. Activity numbers: _____ Days: _____
- The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed and approved in accordance with the Contractor's weekly and monthly schedule.

	Signature	Date
AUHSD Timothy Holcomb		6/24/09
Contractor		7-28-09
Architect		7-28-09
Project Manager		7/28/09
Inspector of Record		7-28-09



Anaheim Union High School District
 Facilities and Planning
 501 Crescent Way – Post Office Box 3520
 Anaheim, California 92803-3520

Project: 2009-18 – Anaheim Softball Fields and Site Improvement
Contract Number: 2009-18

Purchase Order No. :
DSA Number: 04-110395

WORK ORDER

To : Nature Tech Landscaping, Inc.
 1760 Marlborough Ave.
 Riverside, CA 92507

Work Order No: 019
Date: 07/29/09

Title: Softball Field Changes

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions as contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

Description of Proposal:

During the course of construction the District elected to install additional gates as well as backstop reinforcement at the softball fields to match the newly installed softball fields at Kennedy High School under a previous project. Additionally, the District elected to not install the specified geotextile fabric underneath the decomposed granite playing surface however added a soil stabilizer per the infield mix manufactures recommendations. The combination of the aforementioned changes resulted in a net no-cost change to the District.

Item	Description	Unit Price
01	Contractor shall provide labor and material to make several changes the softball fields and volleyball court. Refer to attached cost review sheet.	\$0.00

Proposal Details:

It is understood that this Work Order will be effective when signed by the District Representative. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$100,000. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

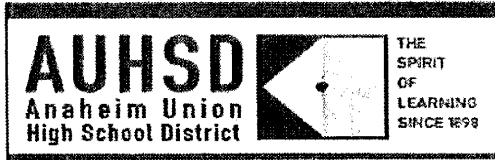
COST:

- Lump Sum \$ **0.00** Not To Exceed \$ _____
- Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms.
- Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review, and will be resolved to be mutually agreeable.
- In accordance with Contract unit prices

TIME:

- No Change Time Impact Unknown Impact to Contract completion date is estimated at _____ days.
 - Will not change completion date but is expected to impact specific CPM Activities. Activity numbers: _____ Days: _____
- The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed and approved in accordance with the Contractor's weekly and monthly schedule.

	Signature	Date
AUHSD Timothy Holcomb		6 AUG 09
Contractor		8-04-09
Architect		08-04-09
Project Manager		8/4/09
Inspector of Record		8-4-09



Anaheim Union High School District
 Facilities and Planning
 501 Crescent Way – Post Office Box 3520
 Anaheim, California 92803-3520

Project: 2009-18 – Anaheim Softball Fields and Site Improvement
Contract Number: 2009-18

Purchase Order No. :
DSA Number: 04-110395

WORK ORDER

To : Nature Tech Landscaping, Inc.
 1760 Marlborough Ave.
 Riverside, CA 92507

Work Order No: 020
Date: 08/03/09

Title: Irrigation Controller Install

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions as contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

Description of Proposal:

During the course of construction the District elected to install a new 24 station irrigation controller in lieu of upgrading an existing irrigation controller. Contractor shall provide labor and materials to install a new 24 station controller at the north side of the Gymnasium.

Item	Description	Unit Price
01	Contractor shall provide all equipment, labor, and materials necessary for the proper installation of a 24 station CALSENSE Irrigation Controller. To include a stainless steel heavy duty enclosure. Refer to Cost Review Sheet.	\$7,651.00

Proposal Details:

It is understood that this Work Order will be effective when signed by the District Representative. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$100,000. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

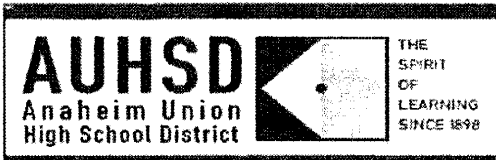
COST:

- Lump Sum \$7,651.00 Not To Exceed \$ _____
- Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms.
- Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review, and will be resolved to be mutually agreeable.
- In accordance with Contract unit prices

TIME:

- No Change Time Impact Unknown Impact to Contract completion date is estimated at _____ days.
 - Will not change completion date but is expected to impact specific CPM Activities. Activity numbers: _____ Days: _____
- The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed and approved in accordance with the Contractor's weekly and monthly schedule.

	Signature	Date
AUHSD Timothy Holcomb		6/26/09
Contractor		8-07-09
Architect		08-04-09
Project Manager		8/4/09
Inspector of Record		8-4-09



Anaheim Union High School District
 Facilities and Planning
 501 Crescent Way – Post Office Box 3520
 Anaheim, California 92803-3520

Project: 2009-18 – Anaheim Softball Fields and Site Improvement
Contract Number: 2009-18

Purchase Order No. :
DSA Number: 04-110395

WORK ORDER

To : Nature Tech Landscaping, Inc.
 1760 Marlborough Ave.
 Riverside, CA 92507

Work Order No: 021
Date: 07/30/09

Title: Swale and Curb Revision

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions as contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

Description of Proposal:

During the course of construction the District ascertained that the swale at the south east corner of tennis courts would not provide the appropriate water drainage necessary. It also came to the District's attention that the concrete curb located at the southern end of Building 7 would not cover the existing low voltage conduits. Therefore, the contractor shall remove and replace both items to their revised locations.

Item	Description	Unit Price
01	Contractor shall provide all equipment, labor and materials needed to remediate the swale located at the tennis courts and the curb located at the Promenade. Refer to Cost Review Sheet.	\$1,908.00

Proposal Details:

It is understood that this Work Order will be effective when signed by the District Representative. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$100,000. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

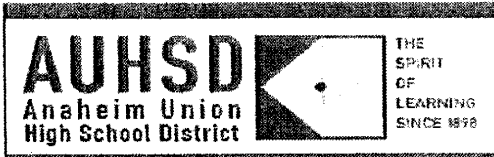
COST:

- Lump Sum \$1,908.00 Not To Exceed \$ _____
- Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms.
- Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review, and will be resolved to be mutually agreeable.
- In accordance with Contract unit prices

TIME:

- No Change Time Impact Unknown Impact to Contract completion date is estimated at _____ days.
 - Will not change completion date but is expected to impact specific CPM Activities. Activity numbers: _____ Days: _____
- The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed and approved in accordance with the Contractor's weekly and monthly schedule.

	Signature	Date
AUHSD Timothy Holcomb		6/26/09
Contractor		8-04-09
Architect		8-24-09
Project Manager		8/4/09
Inspector of Record		8-4-09



Anaheim Union High School District
 Facilities and Planning
 501 Crescent Way – Post Office Box 3520
 Anaheim, California 92803-3520

Project: 2009-18 – Anaheim Softball Fields and Site Improvement
Contract Number: 2009-18

Purchase Order No. :
DSA Number: 04-110395

WORK ORDER

To : Nature Tech Landscaping, Inc.
 1760 Marlborough Ave.
 Riverside, CA 92507

Work Order No: 022

Date: 07/30/09

Title: Gym Plaza Unit Pavers

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions as contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

Description of Proposal:

During the course of construction the District opted to install unit pavers at the Citron entry to the Gymnasium Plaza in order to achieve a consistent finish to the adjacent flat work.

Item	Description	Unit Price
01	Contractor shall provide all the equipment, labor and materials necessary for the proper installation of unit pavers in the gymnasium plaza entry. Refer to Cost Review Sheet.	\$3,090.00

Proposal Details:

It is understood that this Work Order will be effective when signed by the District Representative. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$100,000. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

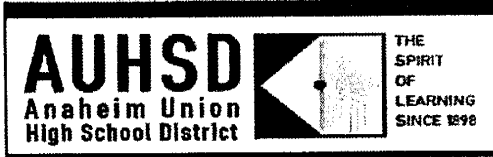
COST:

- Lump Sum \$3,090.00 Not To Exceed \$ _____
- Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms.
- Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review, and will be resolved to be mutually agreeable.
- In accordance with Contract unit prices

TIME:

- No Change Time Impact Unknown Impact to Contract completion date is estimated at _____ days.
 - Will not change completion date but is expected to impact specific CPM Activities. Activity numbers: _____ Days: _____
- The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed and approved in accordance with the Contractor's weekly and monthly schedule.

	Signature	Date
AUHSD Timothy Holcomb		08/06/09
Contractor		8-07-09
Architect		08-04-09
Project Manager		8/4/09
Inspector of Record		8-4-09



Anaheim Union High School District
 Facilities and Planning
 501 Crescent Way – Post Office Box 3520
 Anaheim, California 92803-3520

Project: 2009-18 – Anaheim Softball Fields and Site Improvement
Contract Number: 2009-18

Purchase Order No. :
DSA Number: 04-110395

WORK ORDER

To : Nature Tech Landscaping, Inc.
 1760 Marlborough Ave.
 Riverside, CA 92507

Work Order No: 023
Date: 07/29/09

Title: Bulletin #1-Light Fixture Installation

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions as contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

Description of Proposal:

During the course of construction the District issued Bulletin #1 for clarification and additional scope. A portion of the additional scope was to add exterior lighting at the Gymnasium Plaza. Contractor shall provide material necessary to install exterior lighting at the Gymnasium area.

Item	Description	Unit Price
01	Contractor shall provide materials necessary for the installation of (3) Paradox 10 inch lights, (6) M94 10 inch lights, (8) Cole L2158-N step lights, and (6) Cole L287 step lights. Per bulletin #1, refer to Cost Review Sheet.	\$20,101.00

Proposal Details:

It is understood that this Work Order will be effective when signed by the District Representative. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$100,000. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

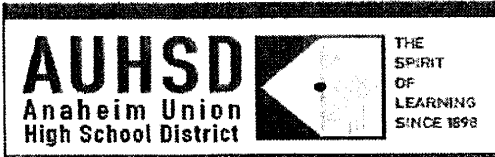
COST:

- Lump Sum \$20,101.00 Not To Exceed \$ _____
- Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms.
- Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review, and will be resolved to be mutually agreeable.
- In accordance with Contract unit prices

TIME:

- No Change Time Impact Unknown Impact to Contract completion date is estimated at _____ days.
 - Will not change completion date but is expected to impact specific CPM Activities. Activity numbers: _____ Days: _____
- The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed and approved in accordance with the Contractor's weekly and monthly schedule.

	Signature	Date
AUHSD Timothy Holcomb		7/29/09
Contractor		09-15-09
Architect		08-04-09
Project Manager		9/15/09
Inspector of Record		8-4-09



Anaheim Union High School District
 Facilities and Planning
 501 Crescent Way – Post Office Box 3520
 Anaheim, California 92803-3520

Project: 2009-18 – Anaheim Softball Fields and Site Improvement
Contract Number: 2009-18

Purchase Order No. :
DSA Number: 04-110395

WORK ORDER

To : Nature Tech Landscaping, Inc.
 1760 Marlborough Ave.
 Riverside, CA 92507

Work Order No: 025
Date: 08/03/09

Title: Fountain Re-furb / Cypress St. Flatwork

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions as contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

Description of Proposal:

During the course of construction the District opted to refurbish the damaged concrete water fountain in the administrative quad area. Additionally, in order to delineate the school from the adjacent alley, the District elected to install a 6" curb on the west end of the school on Cypress Street. Contractor shall provide labor and materials necessary for the proper installation and refurbishing of the items mentioned.

Item	Description	Unit Price
01	Contractor shall provide all equipment, labor, and materials necessary for the proper refurbishment of the admin. quad fountain, and the installation of a 6 inch concrete curb at the west end of the high school at Cypress Street. This is to include, but not limited to any flatwork or saw cutting that may be pertinent to the accomplishment of stated tasks. Refer to Cost Review Sheet.	\$8,745.00

Proposal Details:

It is understood that this Work Order will be effective when signed by the District Representative. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$100,000. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

COST:

- Lump Sum \$8,745.00 Not To Exceed \$ _____
- Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms.
- Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review, and will be resolved to be mutually agreeable.
- In accordance with Contract unit prices

TIME:

- No Change Time Impact Unknown Impact to Contract completion date is estimated at _____ days.
- Will not change completion date but is expected to impact specific CPM Activities. Activity numbers: _____ Days: _____
- The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed and approved in accordance with the Contractor's weekly and monthly schedule.

	Signature	Date
AUHSD Timothy Holcomb		8/26/09
Contractor		8-04-09
Architect		08-04-09
Project Manager		8/4/09
Inspector of Record		8-4-09



Anaheim Union High School District
 Facilities and Planning
 501 Crescent Way – Post Office Box 3520
 Anaheim, California 92803-3520

Project: 2009-18 – Anaheim Softball Fields and Site Improvement
Contract Number: 2009-18

Purchase Order No. :
DSA Number: 04-110395

WORK ORDER

To : Nature Tech Landscaping, Inc.
 1760 Marlborough Ave.
 Riverside, CA 92507

Work Order No: 026
Date: 08/03/09

Title: Roof Drain Downspout Re-route

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions as contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

Description of Proposal:

During the course of construction it came to the District's attention that there were existing roof drain, and overflow downspouts at the east end of the gymnasium that were inoperable due to them being below grade. Contractor shall core new holes at each end and re route the drains to full function.

Item	Description	Unit Price
01	Contractor shall provide all equipment, labor, and materials necessary for proper coring of concrete walls, intercept the existing roof drain and overflow downspouts and re – route to the exterior of Gym Plaza Stage. Refer to Cost Review Sheet.	\$1,500.00

Proposal Details:

It is understood that this Work Order will be effective when signed by the District Representative. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$100,000. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

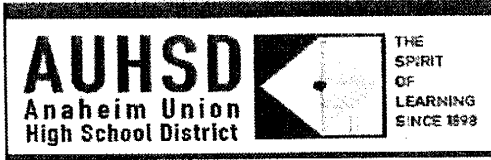
COST:

- Lump Sum \$1,500.00 Not To Exceed \$ _____
- Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms.
- Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review, and will be resolved to be mutually agreeable.
- In accordance with Contract unit prices

TIME:

- No Change Time Impact Unknown Impact to Contract completion date is estimated at _____ days.
 - Will not change completion date but is expected to impact specific CPM Activities. Activity numbers: _____ Days: _____
- The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed and approved in accordance with the Contractor's weekly and monthly schedule.

	Signature	Date
AUHSD Timothy Holcomb		08/03/09
Contractor		8-04-09
Architect		08-04-09
Project Manager		8/4/09
Inspector of Record		8-9-09



Anaheim Union High School District
 Facilities and Planning
 501 Crescent Way – Post Office Box 3520
 Anaheim, California 92803-3520

Project: 2009-18 – Anaheim Softball Fields and Site Improvement
Contract Number: 2009-18

Purchase Order No. : D64A0065
DSA Number: 04-110395

WORK ORDER

To : Nature Tech Landscaping, Inc.
 1760 Marlborough Ave.
 Riverside, CA 92507

Work Order No: 027
Date: 08/17/09

Title: Promenade Concrete and Pavers

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions as contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

Description of Proposal:

During the course of construction it became apparent that the Contract Documents did not make provisions for finish concrete work south of the manhole area adjacent to the existing pergolas. Additionally, there was a portion of existing concrete paving whose elevation did not correctly match the new concrete paving plan. The Contractor remove and replace existing concrete paving with new to match new finish elevation as well as install unit pavers to match existing, adjacent pavers to provide a consistent finish and provide proper water drainage.

Item	Description	Unit Price
01	Contractor shall provide labor and material to make several changes to the existing concrete paving as well as install additional pavers south of the manhole area along the Promenade. Refer to attached cost review sheet.	\$4,756.00

Proposal Details:

It is understood that this Work Order will be effective when signed by the District Representative. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$100,000. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

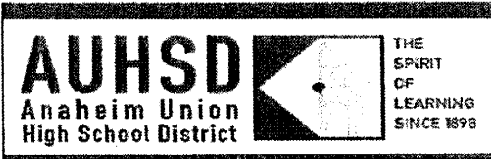
COST:

- Lump Sum \$ 4,756.00 Not To Exceed \$ _____
- Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms.
- Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review, and will be resolved to be mutually agreeable.
- In accordance with Contract unit prices

TIME:

- No Change Time Impact Unknown Impact to Contract completion date is estimated at _____ days.
 - Will not change completion date but is expected to impact specific CPM Activities. Activity numbers: _____ Days: _____
- The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed and approved in accordance with the Contractor's weekly and monthly schedule.

	Signature	Date
AUHSD Timothy Holcomb		25SEP09
Contractor		9-18-09
Architect		8-18-09
Project Manager		8/18/09
Inspector of Record		8-18-09



Anaheim Union High School District
 Facilities and Planning
 501 Crescent Way -- Post Office Box 3520
 Anaheim, California 92803-3520

Project: 2009-18 -- Anaheim Softball Fields and Site Improvement
Contract Number: 2009-18

Purchase Order No. : D64A0065
DSA Number: 04-110395

WORK ORDER

To : Nature Tech Landscaping, Inc.
 1760 Marlborough Ave.
 Riverside, CA 92507

Work Order No: 028
Date: 08/17/09

Title: Faculty Lounge Patio

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions as contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

Description of Proposal:

During the course of construction the District elected to revise the layout of the existing faculty lounge patio adjacent to the cafeteria building. The changes will allow for proper drainage of the patio as well as maximize the available space.

Item	Description	Unit Price
01	Contractor shall provide labor and material to revise the existing faculty lounge patio adjacent to the cafeteria. Scope includes the removal and replacement of existing concrete to provide proper drainage, provide and install +/-30" manhole over existing electrical vaults and provide new planters maximizing the useable space. Refer to the attached cost review sheet.	\$7,439.00

Proposal Details:

It is understood that this Work Order will be effective when signed by the District Representative. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$100,000. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

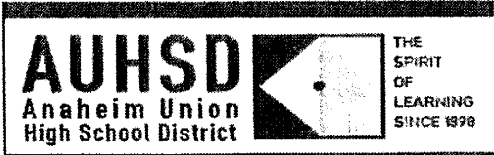
COST:

- Lump Sum \$ 7,439.00 Not To Exceed \$ _____
- Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms.
- Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review, and will be resolved to be mutually agreeable.
- In accordance with Contract unit prices

TIME:

- No Change Time Impact Unknown Impact to Contract completion date is estimated at _____ days.
 - Will not change completion date but is expected to impact specific CPM Activities. Activity numbers: _____ Days: _____
- The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed and approved in accordance with the Contractor's weekly and monthly schedule.

	Signature	Date
AUHSD Timothy Holcomb		2SEP09
Contractor		8-18-09
Architect		8-18-09
Project Manager		8/18/09
Inspector of Record		8-18-09



Anaheim Union High School District
 Facilities and Planning
 501 Crescent Way – Post Office Box 3520
 Anaheim, California 92803-3520

Project: 2009-18 – Anaheim Softball Fields and Site Improvement
Contract Number: 2009-18

Purchase Order No. : D64A0065
DSA Number: 04-110395

WORK ORDER

To : Nature Tech Landscaping, Inc.
 1760 Marlborough Ave.
 Riverside, CA 92507

Work Order No: 029
Date: 08/17/09

Title: Date Palm Height Change

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions as contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

Description of Proposal:

During the course of construction the District elected to revise the height of the eight date palms along Citron St. from 25' to 30' to allow proper clearance from the roofline of the adjacent buildings. The Contractor shall also provide and install an African sumac at the west side of the Administration Quad in place of the removed eucalyptus tree.

Item	Description	Unit Price
01	Contractor shall provide (8) 30' date palms in lieu of the specified (8) 25' date palms at buildings #7 , #8 and #9 along Citron St. as well as provide and install a 36" box African sumac at the west side of the administration quad in place of the removed eucalyptus to match the African sumac on the east side of the admin quad. Refer to the attached cost review sheet.	\$3,049.00

Proposal Details:

It is understood that this Work Order will be effective when signed by the District Representative. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$100,000. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

COST:

- Lump Sum \$ **3,049.00** Not To Exceed \$ _____
- Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms.
- Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review, and will be resolved to be mutually agreeable.
- In accordance with Contract unit prices

TIME:

- No Change Time Impact Unknown Impact to Contract completion date is estimated at _____ days.
- Will not change completion date but is expected to impact specific CPM Activities. Activity numbers: _____ Days: _____
- The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed and approved in accordance with the Contractor's weekly and monthly schedule.

	Signature	Date
AUHSD Timothy Holcomb		25SEP09
Contractor		8-18-09
Architect		8-18-09
Project Manager		8/18/09
Inspector of Record		8-18-09



Anaheim Union High School District
 Facilities and Planning
 501 Crescent Way – Post Office Box 3520
 Anaheim, California 92803-3520

Project: 2009-18 – Anaheim Softball Fields and Site Improvement
Contract Number: 2009-18

Purchase Order No. : D64A0065
DSA Number: 04-110395

WORK ORDER

To : Nature Tech Landscaping, Inc.
 1760 Marlborough Ave.
 Riverside, CA 92507

Work Order No: 030
Date: 09/10/09

Title: Building #7 Landing Concrete Revisions

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions as contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

Description of Proposal:

During the course of construction, the District issued Work Order #018 dated 07/27/09 which revised the exposed blue glass aggregate band running from the length of the Promenade with blue Lithocrete®. Subsequently the District elected to revise the finished surface of the Building #7 landings at three locations from Lithocrete® to natural grey concrete in order to maintain a consistent look with the seeded aggregate bands and blue Lithocrete®.

Item	Description	Unit Price
01	Contractor shall provide labor and material necessary to install exposed, seeded aggregate bands and natural grey concrete in lieu of the Lithocrete at (3) landings at the west side of Building #7. Total Square footage is approximately 240sf. Refer to the attached cost review sheet.	\$0.00

Proposal Details:

It is understood that this Work Order will be effective when signed by the District Representative. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$100,000. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

COST:

- Lump Sum \$ **0.00** Not To Exceed \$ _____
- Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms.
- Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review, and will be resolved to be mutually agreeable.
- In accordance with Contract unit prices

TIME:

- No Change Time Impact Unknown Impact to Contract completion date is estimated at _____ days.
 - Will not change completion date but is expected to impact specific CPM Activities. Activity numbers: _____ Days: _____
- The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed and approved in accordance with the Contractor's weekly and monthly schedule.

	Signature	Date
AUHSD Timothy Holcomb		16 SEP 09
Contractor		9-15-09
Architect		9-15-09
Project Manager		9/15/09
Inspector of Record		9-16-09



Anaheim Union High School District
 Facilities and Planning
 501 Crescent Way – Post Office Box 3520
 Anaheim, California 92803-3520

Project: 2009-18 – Anaheim Softball Fields and Site Improvement
Contract Number: 2009-18

Purchase Order No. : D64A0065
DSA Number: 04-110395

WORK ORDER

To : Nature Tech Landscaping, Inc.
 1760 Marlborough Ave.
 Riverside, CA 92507

Work Order No: 031
Date: 09/15/09

Title: Bulletin #01 Electrical Final

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions as contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

Description of Proposal:

Bulletin #01 was issued as clarification to Addenda #1 and #3 and to include additional, post-bid scope. Due to the short duration of the Contract, the District elected to distribute the scope included in Bulletin #01 between several Work Orders to expedite the installation of the Work. Work Order #006 dated 07/31/09 was issued to encompass the additional site electrical work which was performed on a time and material basis in the amount of \$50,000.00. This Work Order shall serve as the credit for the value of work performed.

Item	Description	Unit Price
01	Contractor shall provide labor and material necessary to perform electrical work in accordance with Bulletin #1 dated 05/22/09. Work shall be performed on a time and material basis in accordance with General Conditions, Article ;59(e)(3). Value of work performed was \$48,750.00. Value of Work Order #006 not to exceed amount was \$50,000.00. Credit to District for difference in amount is \$1,250.00. Refer to attached Cost Review sheet.	(\$1,250.00)

Proposal Details:

It is understood that this Work Order will be effective when signed by the District Representative. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$100,000. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

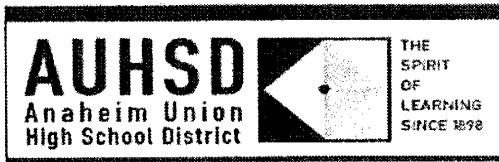
COST:

- Lump Sum **(\$1,250.00)** Not To Exceed **\$0.00**
- Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms.
- Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review, and will be resolved to be mutually agreeable.
- In accordance with Contract unit prices

TIME:

- No Change Time Impact Unknown Impact to Contract completion date is estimated at _____ days.
 - Will not change completion date but is expected to impact specific CPM Activities. Activity numbers: _____ Days: _____
- The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed and approved in accordance with the Contractor's weekly and monthly schedule.

	Signature	Date
AUHSD Timothy Holcomb		16 SEP 09
Contractor		9-15-09
Architect		9-15-09
Project Manager		9/15/09
Inspector of Record		9-16-09



Anaheim Union High School District
 Facilities and Planning
 501 Crescent Way – Post Office Box 3520
 Anaheim, California 92803-3520

Project: 2009-19–Anaheim Building #15 Water Intrusion Remediation
Contract Number: 2009-19

Purchase Order No. : D64A0066
DSA Number:

CHANGE ORDER

To : GTA Construction, Inc.
 371 Oak Place Suite A
 Brea, CA 92821

Change Order No: 001
Date: 09/15/09
Title: Closeout Change Order

The following modifications have been made to your basic contract for the reasons listed below:

Item	Responsibility Code	Days	Change Amount
WO 001	Resolution of Claim	11	\$0.00

Contract Time Extension

Special Conditions, Article 1 in the AUHSD Bid Package 2009-19 specified a Project commencement date of June 22, 2009 and a Project completion date of August 10, 2009. However, due to a later than anticipated Board Approval date and subsequent issuance of the Notice to Proceed, the District has elected to provide a non-compensable Contract time extension which revises the Contract completion date from August 10, 2009 to August 21, 2009.

WO 003	Required Additional Scope	0	\$18,750.00
--------	---------------------------	---	-------------

Provide Glazing

The District formally bid and awarded the replacement of the scratched insulated glazing units(IGU) at Anaheim HS Building #15 first floor Pads "C" & "D" in Bid Package 2009-15. The lowest bidder however, has since been deemed non-responsive and their Contract has been cancelled. Therefore, the 2009-19 Contractor shall provide the IGU's as per Bid 2009-15 and sequentially install them as they perform their scope.

WO 004	Credit	0	(\$5,020.00)
--------	--------	---	--------------

Window Assembly Inspection, Welding Credit and H2O Testing

During the course of construction it became apparent to the District that all seams at the window assemblies did not require welding as specified. However, due to the varying and random locations where welding was and was not necessary, the District elected to have the Contractor perform an additional inspection of all window assemblies and identify where the "rolled edge" condition occurs. The rolled edge does not require remedial welding therefore results in a credit to the District. Additionally, the Contractor shall provide an additional, non-scheduled water test and inspection prior to the final testing.

WO 005	Required Extra Scope	0	\$2,500.00
--------	----------------------	---	------------

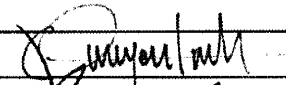
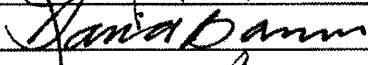
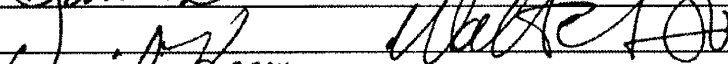
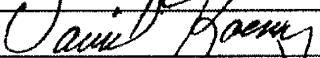
Additional Caulking at First Floor Sill Corners

Bulletin #01 was issued as clarification to Addenda #1 and #3 and to include additional, post-bid scope. Due to the short duration of the Contract, the District elected to distribute the scope included in Bulletin #01 between several Work Orders to expedite the installation of the Work. This Work Order encompasses the additional site electrical work which shall be performed on a time and material basis..

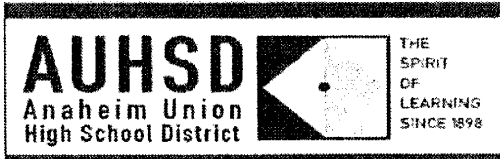
Contractor agrees to furnish all labor and materials and perform all of the above described work indicated in each item attached in compliance with the applicable sections of the Contract Documents. The amount of the charges under the Change Order is limited to the charges allowed under article 59 of the General Conditions. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in the Change Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Change Order, unless otherwise provided in the Change Order. It is understood that this Change Order shall be effective when approved by the Governing Board of the District.

The Original Contract Sum was	\$339,000.00
Net Change by Previously Authorized Requests and Changes	\$0.00
The Contract Sum Prior to This Change Order was	\$339,000.00
The Contract Sum Will be Increased	\$16,230.00
The New Contract Sum Including This Change Order	\$355,230.00
The Contract Time Will Be Changed	11 days
The Date of Substantial Completion as of this Change Order Therefore is	08/21/2009
Cumulative Percentage of Original Contract	4.79%

Signature Date

AUHSD Timothy Holcomb		
Contractor		9.15.09
Architect		9.16.09
Project Manager		9/15/09
Inspector of Record		9/16/09

It is further understood and agreed that this adjustment constitutes compensation in full for all costs and markup directly or indirectly attributable to this change, or for all delays related thereto, including but not limited to all extended overhead and loss of productivity costs and for performance for this change within the time frame stated and Contractor expressly waives any claims for any additional compensations, damages or time extensions, in connection with the above referenced changes. We the undersigned Contractor have given careful consideration to the change proposed and hereby agree if this proposal is approved that we will accept as full payment the price shown above.



Anaheim Union High School District
 Facilities and Planning
 501 Crescent Way – Post Office Box 3520
 Anaheim, California 92803-3520

Project: 2009-19 – Anaheim Bldg #15 Water Intrusion Remediation
Contract Number: 2009-19

Purchase Order No. :
DSA Number:

WORK ORDER

To : GTA Construction, Inc.
 371 Oak Place Suite A
 Brea, CA 92821

Work Order No: 001
Date: 06/18/09

Title: Contract Time Extension

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions as contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

Description of Proposal:

Special Conditions, Article 1 in the AUHSD Bid Package 2009-19 specified a Project commencement date of June 22, 2009 and a Project completion date of August 10, 2009. However, due to a later than anticipated Board Approval date and subsequent issuance of the Notice to Proceed, the District has elected to provide a non-compensable Contract time extension which revises the Contract completion date from August 10, 2009 to August 21, 2009.

Item	Description	Unit Price
01	Non-Compensable Contract Time Extension	\$0.00

Proposal Details:

It is understood that this Work Order will be effective when signed by the District Representative. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$100,000. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

COST:

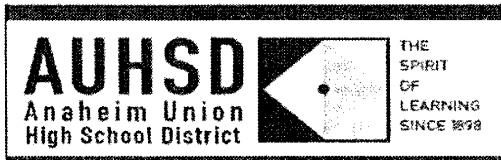
- Lump Sum \$0.00 Not To Exceed \$ _____
- Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms.
- Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review, and will be resolved to be mutually agreeable.
- In accordance with Contract unit prices

TIME:

- No Change Time Impact Unknown Impact to Contract completion date is estimated at 11 days.
- Will not change completion date but is expected to impact specific CPM Activities. Activity numbers: _____ Days: _____

The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed and approved in accordance with the Contractor's weekly and monthly schedule.

	Signature	Date
AUHSD Timothy Holcomb		28 JUN 09
Contractor		6.19.09
Architect		6.19.09
Project Manager		6/19/09
Inspector of Record		6/19/09



Anaheim Union High School District
 Facilities and Planning
 501 Crescent Way – Post Office Box 3520
 Anaheim, California 92803-3520

Project: 2009-19 – Anaheim Bldg #15 Water Intrusion Remediation
Contract Number: 2009-19

Purchase Order No. :
DSA Number:

WORK ORDER

To : GTA Construction, Inc.
 371 Oak Place Suite A
 Brea, CA 92821

Work Order No: 003
Date: 06/18/09
Title: Provide Glazing

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions as contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

Description of Proposal:

The District formally bid and awarded the replacement of the scratched insulated glazing units(IGU) at Anaheim HS Building #15 first floor Pads "C" & "D" in Bid Package 2009-15. The lowest bidder however, has since been deemed non-responsive and their Contract has been cancelled. Therefore, the 2009-19 Contractor shall provide the IGU's as per Bid 2009-15 and sequentially install them as they perform their scope.

Item	Description	Unit Price
01	Contractor shall provide Glazing panels per Bid Package 2009-15. Labor to remove and replace is base scope	\$18,750.00

Proposal Details:

It is understood that this Work Order will be effective when signed by the District Representative. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$100,000. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

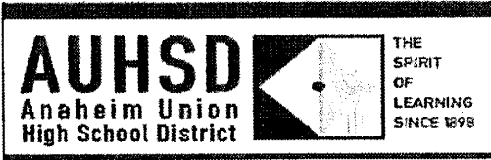
COST:

- Lump Sum **\$18,750.00** Not To Exceed \$ _____
- Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms.
- Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review, and will be resolved to be mutually agreeable.
- In accordance with Contract unit prices

TIME:

- No Change Time Impact Unknown Impact to Contract completion date is estimated at _____ days.
 - Will not change completion date but is expected to impact specific CPM Activities. Activity numbers: _____ Days: _____
- The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed and approved in accordance with the Contractor's weekly and monthly schedule.

	Signature	Date
AUHSD Timothy Holcomb		28 JUN 09
Contractor		6-19-09
Architect		6-19-09
Project Manager		6/19/09
Inspector of Record		6/19/09



Anaheim Union High School District
 Facilities and Planning
 501 Crescent Way – Post Office Box 3520
 Anaheim, California 92803-3520

Project: 2009-19–Anaheim Building #15 Water Intrusion Remediation
Contract Number: 2009-19

Purchase Order No. :
DSA Number:

WORK ORDER

To : GTA Construction, Inc.
 371 Oak Place Suite A
 Brea, CA. 92821

Work Order No: 004
Date: 08/03/09

Title: Window Assembly Inspection, Welding Credit and H2O Testing

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions as contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

Description of Proposal:

During the course of construction it became apparent to the District that all seams at the window assemblies did not require welding as specified. However, due to the varying and random locations where welding was and was not necessary, the District elected to have the Contractor perform an additional inspection of all window assemblies and identify where the "rolled edge" condition occurs. The rolled edge does not require remedial welding therefore results in a credit to the District. Additionally, the Contractor shall provide an additional, non-scheduled water test and inspection prior to the final testing.

Item	Description	Unit Price
01	Contractor shall provide a credit for labor and material for the reduced scope of welding at all window frame assemblies, additional inspection and identification of all window frame assemblies to determine locations of rolled edge and non-rolled areas of window frames and perform an additional, out of sequence testing of window assemblies. Refer to the attached cost review sheet.	(\$5,020.00)

Proposal Details:

It is understood that this Work Order will be effective when signed by the District Representative. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$100,000. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

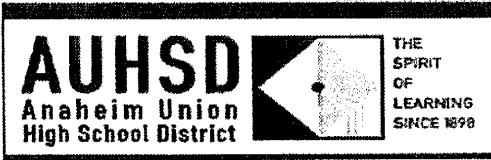
COST:

- Lump Sum (\$5,020.00) Not To Exceed \$ _____
- Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms.
- Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review, and will be resolved to be mutually agreeable.
- In accordance with Contract unit prices

TIME:

- No Change Time Impact Unknown Impact to Contract completion date is estimated at _____ days.
 - Will not change completion date but is expected to impact specific CPM Activities. Activity numbers: _____ Days: _____
- The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the Impact of this work. These activities will be reviewed and approved in accordance with the Contractor's weekly and monthly schedule.

	Signature	Date
AUHSD Timothy Holcomb		28-7-09
Contractor		8-12-09
Architect		8-12-09
Project Manager		8/12/09
Inspector of Record		8-12-09



Anaheim Union High School District
 Facilities and Planning
 501 Crescent Way – Post Office Box 3520
 Anaheim, California 92803-3520

Project: 2009-19–Anaheim Building #15 Water Intrusion Remediation
Contract Number: 2009-19

Purchase Order No. :
DSA Number:

WORK ORDER

To : GTA Construction, Inc.
 371 Oak Place Suite A
 Brea, CA 92821

Work Order No: 005
Date: 08/03/09

Title: Additional Caulking at First Floor Sill Corners

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions as contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

Description of Proposal:

During the course of construction, it came to the Districts attention that a defect existed in the window sills of the First Floor at Building 11. The Contractor shall provide labor and materials necessary to caulk and seal the window sill corners and remediate the possible source of water intrusion.

Item	Description	Unit Price
01	Contractor shall provide all equipment, labor, and material necessary for the proper caulking and sealing of 28 window sills located at Building 11. Refer to the attached Cost Review Sheet.	\$2,500.00

Proposal Details:

It is understood that this Work Order will be effective when signed by the District Representative. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$100,000. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

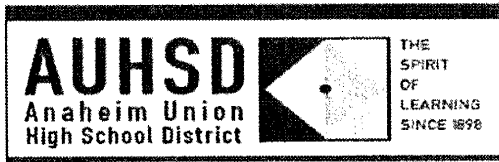
COST:

- Lump Sum **\$2,500.00** Not To Exceed \$ _____
- Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms.
- Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review, and will be resolved to be mutually agreeable.
- In accordance with Contract unit prices

TIME:

- No Change Time Impact Unknown Impact to Contract completion date is estimated at _____ days.
 - Will not change completion date but is expected to impact specific CPM Activities. Activity numbers: _____ Days: _____
- The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed and approved in accordance with the Contractor's weekly and monthly schedule.

	Signature	Date
AUHSD Timothy Holcomb		8-12-09
Contractor		8-12-09
Architect		8-12-09
Project Manager		
Inspector of Record		8-12-09



Anaheim Union High School District
 Facilities and Planning
 501 Crescent Way – Post Office Box 3520
 Anaheim, California 92803-3520

Project: 2009-20 – Katella Building “G” Locker Room Improvements
Contract Number: 2009-20

Purchase Order No. : D64A0067
DSA Number: 04-105126

CHANGE ORDER

To : Abeam Construction, Inc.
 267 E. Badillo Street
 Covina, CA 91723

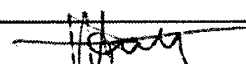
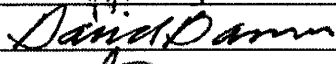
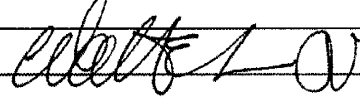
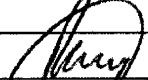
Change Order No: 001-R1
Date: 09/16/09
Title: Closeout Change Order

The following modifications have been made to your basic contract for the reasons listed below:

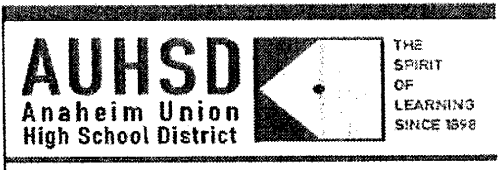
Item	Responsibility Code	Days	Change Amount
WO 001 G117 Door Frame Replacement	Differing Conditions	0	\$761.00
<p>During the course of construction, it came to the District’s attention that an existing door frame that was called out to remain was in a state of disrepair and deemed unusable. The Contractor shall provide labor and material necessary to remove and replace the existing door frame with a new one.</p>			
WO 002-R1 Water Valve Replacement	Differing Conditions	0	\$7,619.00
<p>During the course of construction, it came to the District’s attention that 9 existing water shut- off valves in the Gymnasium locker rooms were in a state of disrepair, and deemed unusable. The contractor shall provide labor and material necessary to remove and replace the existing 9 water shut-off valves with new valves and provide and install new access panels at each location.</p>			
WO 003 Additional Access Panels in Gym	Errors and Omissions	0	\$2,192.00
<p>During the course of construction, it came to the District’s attention that the Contract Documents did not indicate to provide access panels at every location where they are necessary. The Contractor shall provide labor and material necessary to install additional access panels at the appropriate areas in the Gymnasium..</p>			
WO 004 Hand Dryer/Soap Dispenser Upgrade	Optional Extra Scope	0	\$2,563.00
<p>During the course of construction, the District opted to substitute the specified electric hand dryers and soap dispensers in the Gymnasium locker room restrooms with the new District standard hand dryer and soap dispenser.</p>			
WO 005 Restroom Floor Drain Replacement	Differing Conditions	0	\$1,571.00
<p>During the course of construction, it became apparent to the District that two existing floor drains in the Gymnasium restrooms have deteriorated and have become unfit for future use. The Contractor shall replace the damaged drains with new as well as provide and install trap primers and associated access panels.</p>			
WO 006 Smoke/Heat Detector Install	Differing Conditions	0	\$1,706.00
<p>During the course of construction, it came to the District’s attention that two rooms in Building “G” do not have the required heat or smoke detectors in place. Contractor shall provide and install the required devices and provide testing to ensure proper operations.</p>			
WO 008 Shower Room Concrete Demo	Differing Conditions	0	\$1,000.00
<p>During the course of construction, it became apparent to the District that the subfloor in Gymnasium locker rooms G131, G132 and G133 was concrete, not a mortar bed on top of concrete. Therefore, the Contractor shall demolish the concrete subfloor to allow the proper preparation and sloping of the newly installed tile floor.</p>			

Contractor agrees to furnish all labor and materials and perform all of the above described work indicated in each item attached in compliance with the applicable sections of the Contract Documents. The amount of the charges under the Change Order is limited to the charges allowed under article 59 of the General Conditions. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in the Change Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Change Order, unless otherwise provided in the Change Order. It is understood that this Change Order shall be effective when approved by the Governing Board of the District.

The Original Contract Sum was	\$517,800.00
Net Change by Previously Authorized Requests and Changes	\$0.00
The Contract Sum Prior to This Change Order was	\$517,800.00
The Contract Sum Will be Increased	\$17,412.00
The New Contract Sum Including This Change Order	\$535,212.00
The Contract Time Will Not Be Changed	0 days
The Date of Substantial Completion as of this Change Order Therefore is	08/26/2009
Cumulative Percentage of Original Contract	3.36%

	Signature	Date
AUHSD Timothy Holcomb		
Contractor		9.16.07
Architect		9.16.09
Project Manager		9/16/09
Inspector of Record		9/16/09

It is further understood and agreed that this adjustment constitutes compensation in full for all costs and markup directly or indirectly attributable to this change, or for all delays related thereto, including but not limited to all extended overhead and loss of productivity costs and for performance for this change within the time frame stated and Contractor expressly waives any claims for any additional compensations, damages or time extensions, in connection with the above referenced changes. We the undersigned Contractor have given careful consideration to the change proposed and hereby agree if this proposal is approved that we will accept as full payment the price shown above.



Anaheim Union High School District
 Facilities and Planning
 501 Crescent Way – Post Office Box 3520
 Anaheim, California 92803-3520

Project: 2009-20 – Katella Building “G” Locker Room Improvements
Contract Number: 2009-20

Purchase Order No. :
DSA Number: 04-105126

WORK ORDER

To : Abeam Construction, Inc.
 267 E. Badillo Street
 Covina, CA 91723

Work Order No: 001
Date: 07/15/09

Title: G117 Door Frame Replacement

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions as contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

Description of Proposal:

During the course of construction, it came to the District’s attention that an existing door frame that was called out to remain was in a state of disrepair and deemed unusable. The Contractor shall provide labor and material necessary to remove and replace the existing door frame with a new one.

Item	Description	Unit Price
01	Contractor shall provide labor and materials necessary to remove and replace Building G existing damage G117 door frame with a new one. Refer to attached cost review sheet	\$761.00

Proposal Details:

It is understood that this Work Order will be effective when signed by the District Representative. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$100,000. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

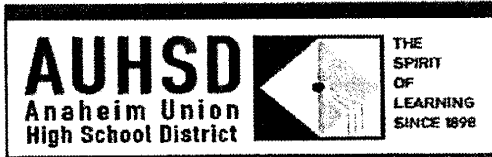
COST:

- Lump Sum **\$761.00** Not To Exceed \$ _____
- Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms.
- Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review, and will be resolved to be mutually agreeable.
- In accordance with Contract unit prices

TIME:

- No Change Time Impact Unknown Impact to Contract completion date is estimated at _____ days.
 - Will not change completion date but is expected to impact specific CPM Activities. Activity numbers: _____ Days: _____
- The Contractor will create activities in the Contractor’s Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed and approved in accordance with the Contractor’s weekly and monthly schedule.

	Signature	Date
AUHSD Timothy Holcomb		29 JUL 09
Contractor		7/15/09
Architect		7.15.09
Project Manager		7/15/09
Inspector of Record		7/15/09



Anaheim Union High School District
 Facilities and Planning
 501 Crescent Way – Post Office Box 3520
 Anaheim, California 92803-3520

Project: 2009-20 – Katella Building “G” Locker Room Improvements
Contract Number: 2009-20

Purchase Order No. :
DSA Number: 04-105126

WORK ORDER

To : Abeam Construction, Inc.
 267 E. Badillo Street
 Covina, CA 91723

Work Order No: 002-R1
Date: 07/20/09

Title: Water Valve Replacement

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions as contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

Description of Proposal:

During the course of construction, it came to the District’s attention that 9 existing water shut-off valves in the Gymnasium locker rooms were in a state of disrepair, and deemed unusable. The contractor shall provide labor and material necessary to remove and replace the existing 9 water shut-off valves with new valves and provide and install new access panels at each location.

Item	Description	Unit Price
01	Contractor shall provide labor and materials necessary to remove and replace the existing 9 water shut off valves with new and provide and install new access panels at each location per AOR response to RFI #14. Refer to attached cost review sheet.	\$7,619.00

Proposal Details

It is understood that this Work Order will be effective when signed by the District Representative. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$100,000. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

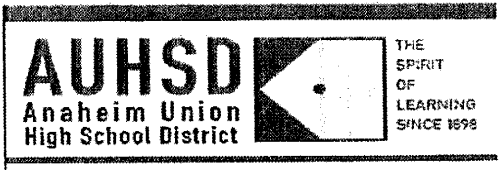
COST:

- Lump Sum **\$7,619.00** Not To Exceed \$ _____
- Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms.
- Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review, and will be resolved to be mutually agreeable.
- In accordance with Contract unit prices

TIME:

- No Change Time Impact Unknown Impact to Contract completion date is estimated at **0** calendar days.
 - Will not change completion date but is expected to impact specific CPM Activities. Activity numbers: _____ Days: _____
- The Contractor will create activities in the Contractor’s Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed and approved in accordance with the Contractor’s weekly and monthly schedule.

	Signature	Date
AUHSD Timothy Holcomb		7/23/09
Contractor		7.29.09
Architect		7/29/09
Project Manager		7/23/09
Inspector of Record		7/23/09



Anaheim Union High School District
 Facilities and Planning
 501 Crescent Way – Post Office Box 3520
 Anaheim, California 92803-3520

Project: 2009-20 – Katella Building “G” Locker Room Improvements
Contract Number: 2009-20

Purchase Order No. :
DSA Number: 04-105126

WORK ORDER

To : Abeam Construction, Inc.
 267 E. Badillo Street
 Covina, CA 91723

Work Order No: 003
Date: 07/15/09

Title: Additional Access Panels in Gym

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions as contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

Description of Proposal:

During the course of construction, it came to the District’s attention that the Contract Documents did not indicate to provide access panels at every location where they are necessary. The Contractor shall provide labor and material necessary to install additional access panels at the appropriate areas in the Gymnasium.

Item	Description	Unit Price
01	Contractor shall provide labor and materials necessary to install (8) additional KARP model 214m 12” x 12” access panels. Refer to attached cost review sheet. Work shall be performed on a Time and material basis in accordance with General Conditions Article 59(e) not to exceed \$2,192.00.	\$2,192.00

Proposal Details:

The Contractor was given the opportunity to sign the Work Order, however has refused to sign. Therefore, Work Order #003 dated 07/15/09 in the amount of \$2,192.00 is being issued unilaterally.

It is understood that this Work Order will be effective when signed by the District Representative. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$100,000. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

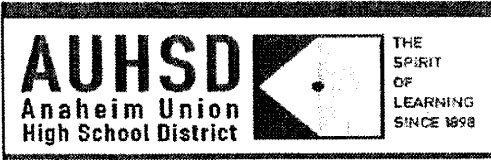
COST:

- Lump Sum \$ _____
- Not To Exceed **\$2,192.00**
- Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms.
- Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review, and will be resolved to be mutually agreeable.
- In accordance with Contract unit prices

TIME:

- No Change
 - Time Impact Unknown
 - Impact to Contract completion date is estimated at _____ days.
 - Will not change completion date but is expected to impact specific CPM Activities. Activity numbers: _____ Days: _____
- The Contractor will create activities in the Contractor’s Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed and approved in accordance with the Contractor’s weekly and monthly schedule.

	Signature	Date
AUHSD Timothy Holcomb		7/15/09
Contractor		7.15.09
Architect		7.15.09
Project Manager		7/15/09
Inspector of Record		7/15/09



Anaheim Union High School District
 Facilities and Planning
 501 Crescent Way – Post Office Box 3520
 Anaheim, California 92803-3520

Project: 2009-20 – Katella Building “G” Locker Room Improvements
Contract Number: 2009-20

Purchase Order No. :
DSA Number: 04-105126

WORK ORDER

To : Abeam Construction, Inc.
 267 E. Badillo Street
 Covina, CA 91723

Work Order No: 004
Date: 07/15/09

Title: Hand Dryer/Soap Dispenser Upgrade

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions as contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

Description of Proposal:

During the course of construction, the District opted to substitute the specified electric hand dryers and soap dispensers in the Gymnasium locker room restrooms with the new District standard hand dryer and soap dispenser.

Item	Description	Unit Price
01	Contractor shall provide (6) XL-C Xlerator hand dryers with the recessed kit and (7) Bobrick 4112 soap dispensers in lieu of the specified models. Refer to attached cost review sheet. Work shall be performed on a time and material basis in accordance with General Conditions Article 59(e) not to exceed \$2,563.00. There shall be no additional charges for re-stocking fees.	\$2,563.00

Proposal Details:

The Contractor was given the opportunity to sign the Work Order, however has refused to sign. Therefore, Work Order #004 dated 07/15/09 in the amount of \$2,563.00 is being issued unilaterally.

It is understood that this Work Order will be effective when signed by the District Representative. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$100,000. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

COST:

- Lump Sum \$ _____
- Not To Exceed **\$2,563.00**
- Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms.
- Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review, and will be resolved to be mutually agreeable.
- In accordance with Contract unit prices

TIME:

- No Change
 - Time Impact Unknown
 - Impact to Contract completion date is estimated at _____ days.
 - Will not change completion date but is expected to impact specific CPM Activities. Activity numbers: _____ Days: _____
- The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed and approved in accordance with the Contractor's weekly and monthly schedule.

	Signature	Date
AUHSD Timothy Holcomb		7/15/09
Contractor		7.15.09
Architect		7.15.09
Project Manager		7/15/09
Inspector of Record		7/15/09



Project: 2009-20 – Katella Building “G” Locker Room Improvements
Contract Number: 2009-20

Purchase Order No. : D64A0067
DSA Number: 04-105126

WORK ORDER

To : Abeam Construction, Inc.
267 E. Badillo Street
Covina, CA 91723

Work Order No: 005
Date: 07/20/09

Title: Restroom Floor Drain Replacement

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions as contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

Description of Proposal:

During the course of construction, it became apparent to the District that two existing floor drains in the Gymnasium restrooms have deteriorated and have become unfit for future use. The Contractor shall replace the damaged drains with new as well as provide and install trap primers and associated access panels.

Item	Description	Unit Price
01	Contractor shall provide labor and material necessary to remove and replace existing, damaged floor drains in restrooms G122 and G126 with new 4" Zurn drains with trap primers and access panels. Refer to the attached cost review sheet	\$1,571.00

It is understood that this Work Order will be effective when signed by the District Representative. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$100,000. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

COST:

- Lump Sum \$1,571.00 Not To Exceed \$ _____
- Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms.
- Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review, and will be resolved to be mutually agreeable.
- In accordance with Contract unit prices

TIME:

- No Change Time Impact Unknown Impact to Contract completion date is estimated at 0 calendar days.
 - Will not change completion date but is expected to impact specific CPM Activities. Activity numbers: _____ Days: _____
- The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed and approved in accordance with the Contractor's weekly and monthly schedule.

	Signature	Date
AUHSD Timothy Holcomb		10 SEP 09
Contractor		9-14-09
Architect		9.16.09
Project Manager		9/19/09
Inspector of Record		9/16/09



Anaheim Union High School District
 Facilities and Planning
 501 Crescent Way – Post Office Box 3520
 Anaheim, California 92803-3520

Project: 2009-20 – Katella Building “G” Locker Room Improvements
Contract Number: 2009-20

Purchase Order No. :
DSA Number: 04-105126

WORK ORDER

To : Abeam Construction, Inc.
 267 E. Badillo Street
 Covina, CA 91723

Work Order No: 006
Date: 07/20/09

Title: Smoke/Heat Detector Install

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions as contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

Description of Proposal:

During the course of construction, it came to the District’s attention that two rooms in Building “G” do not have the required heat or smoke detectors in place. Contractor shall provide and install the required devices and provide testing to ensure proper operations.

Item	Description	Unit Price
01	Contractor shall provide labor and material to install one smoke/heat detectors in Building "G" rooms G117 and G122 each per AOR response to RFI #18 dated 07/16/09 (attached). Work includes the installation of required devices, programming and testing of devices. Refer to the attached cost review sheet	\$1,706.00

Proposal Details

It is understood that this Work Order will be effective when signed by the District Representative. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$100,000. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

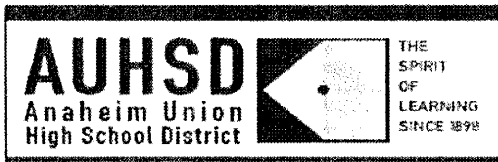
COST:

- Lump Sum **\$1,706.00** Not To Exceed \$ _____
- Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms.
- Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review, and will be resolved to be mutually agreeable.
- In accordance with Contract unit prices

TIME:

- No Change Time Impact Unknown Impact to Contract completion date is estimated at **0** calendar days.
 - Will not change completion date but is expected to impact specific CPM Activities. Activity numbers: _____ Days: _____
- The Contractor will create activities in the Contractor’s Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed and approved in accordance with the Contractor’s weekly and monthly schedule.

	Signature	Date
AUHSD Timothy Holcomb		6/24/09
Contractor		7.29.09
Architect		7.29.09
Project Manager		7/29/09
Inspector of Record		7/29/09



Anaheim Union High School District
 Facilities and Planning
 501 Crescent Way – Post Office Box 3520
 Anaheim, California 92803-3520

Project: 2009-20 – Katella Building “G” Locker Room Improvements
Contract Number: 2009-20

Purchase Order No. : D64A0067
DSA Number: 04-105126

WORK ORDER

To : Abeam Construction, Inc.
 267 E. Badillo Street
 Covina, CA 91723

Work Order No: 008
Date: 09/14/09

Title: Shower Room Concrete Demo

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions as contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

Description of Proposal:

During the course of construction, it became apparent to the District that the subfloor in Gymnasium locker rooms G131, G132 and G133 was concrete, not a mortar bed on top of concrete. Therefore, the Contractor shall demolish the concrete subfloor to allow the proper preparation and sloping of the newly installed tile floor.

Item	Description	Unit Price
01	Contractor shall provide labor and material necessary to demolish and remove the concrete subfloor in order to provide the proper slope for the new tile floor. Refer to the attached cost review sheet.	\$1,000.00

It is understood that this Work Order will be effective when signed by the District Representative. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$100,000. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

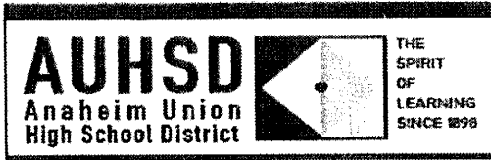
COST:

- Lump Sum **\$1,000.00** Not To Exceed \$ _____
- Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms.
- Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review, and will be resolved to be mutually agreeable.
- In accordance with Contract unit prices

TIME:

- No Change Time Impact Unknown Impact to Contract completion date is estimated at **0** calendar days.
 - Will not change completion date but is expected to impact specific CPM Activities. Activity numbers: _____ Days: _____
- The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed and approved in accordance with the Contractor's weekly and monthly schedule.

	Signature	Date
AUHSD Timothy Holcomb		10/29/09
Contractor		9-14-09
Architect		9.16.09
Project Manager		9/14/09
Inspector of Record		9/16/09



Anaheim Union High School District
 Facilities and Planning
 501 Crescent Way – Post Office Box 3520
 Anaheim, California 92803-3520

Project: 2009-24 – Anaheim Building Improvements Project
Contract Number: 2009-24

Purchase Order No. : D64A0068
DSA Number: 04-110395

CHANGE ORDER

To : Silver Creek Industries, Inc.
 195 E. Morgan Street
 Perris, CA 92571

Change Order No: 001
Date: 09/14/09
Title: Closeout Change Order

The following modifications have been made to your basic contract for the reasons listed below:

Item	Responsibility Code	Days	Change Amount
WO 001	Resolution of Claim	11	\$0.00

Contract Time Extension

Special Conditions, Article 1 in the AUHSD Bid Package 2009-24 specified a Project commencement date of June 22, 2009 and a Project completion date of August 10, 2009. However, due to the postponement of the bid opening date and subsequent issuance of the Notice to Proceed, the District has elected to provide a non-compensable Contract time extension which revises the Contract completion date from August 10, 2009 to August 21, 2009.

WO 002	Required Extra Scope	0	\$6,338.00
--------	----------------------	---	------------

Concrete Planter Curb

Prior to the commencement of construction, the District elected to remove a portion of scope from the Contract of AUHSD Bid Package 2009-18 and add it to the scope of Bid Package 2009-24. In order to provide a like kind finish of adjacent concrete surfaces, it was determined beneficial to have one Contractor perform this scope. Therefore, the Contractor shall provide labor and material necessary to install a new concrete planter curbs adjacent to the new flatwork at Anaheim High School.

WO 003	Required Extra Scope	0	\$9,011.00
--------	----------------------	---	------------

Admin Bldg. Restroom Abatement

During the course of construction, it became apparent that additional demolition of the existing plaster walls and ceilings in the Administration Building Boy's and Girl's restrooms was necessary to perform the required plumbing and electrical work. Upon further investigation, it was determined that the plaster walls contained a small amount of asbestos which could not be removed under normal demolition and required abatement by a certified contractor.

WO 004	Errors and Omissions	0	\$800.00
--------	----------------------	---	----------

Tree Stump Removal at Cook Stage

During the course of construction, the Contractor encountered an unforeseen, underground tree stump at the Cook Auditorium stage where the footings for the new loading dock and ramp were to be placed. The Contractor shall remove and dispose of the tree stump and backfill the void.

WO 005	Optional Extra Scope	0	\$8,799.00
--------	----------------------	---	------------

Bulletin #1 - Anti Graffiti Coating

During the course of construction, the District issued Bulletin #1 for clarification of the base scope as well as the inclusion of additional scope. This Work Order shall encompass the application of anti-graffiti coating to the new stacked stone veneer installed by this Contractor.

WO 006	Optional Extra Scope	0	\$1,500.00
--------	----------------------	---	------------

Cleaning of Shade Structure Canopies

During the course of construction, the District issued Bulletin #1 for clarification of the base scope as well as the inclusion of additional scope. This Work Order shall encompass the application of anti-graffiti coating to the new stacked stone veneer installed by this Contractor.

WO 007	Errors and Omissions	0	\$3,413.00
Bulletin #06 - Admin Girls Restroom Floor Slab			
<p>During the course of construction, it was discovered that the restroom floor at the girl's restroom at the Administration building was a raised slab. The contract documents did not reference the additional framing required to replace the demolished concrete or the necessary reinforcing of structural rebar where the locations of the toilets were to be revised. The District issued Bulletin #6 which supplied the Contractor the structural engineers recommended fix for the rebar at the necessary locations.</p>			
WO 008	Optional Extra Scope	0	\$4,876.00
Existing Trellis Re-Painting			
<p>During the course of construction, it was discovered that the restroom floor at the girl's restroom at the Administration building was a raised slab. The contract documents did not reference the additional framing required to replace the demolished concrete or the necessary reinforcing of structural rebar where the locations of the toilets were to be revised. The District issued Bulletin #6 which supplied the Contractor the structural engineers recommended fix for the rebar at the necessary locations.</p>			
WO 009	Credit	0	(\$8,580.00)
Building #4 Faculty Restroom Credit			
<p>During the course of construction, the District elected to remove the labor required to complete the Building #4 men's and women's faculty restrooms due to extensive changes made by DSA during the Addenda approval process. The time required to revise the layout of the restrooms and obtain approval would extend past the Contract completion date for this contract and therefore shall be bid separately, not under this Contract.</p>			
WO 010	Required Extra Scope	0	\$1,282.00
Bulletin #1 - Balance			
<p>During the course of construction, the District issued Bulletin #1 for clarification of the base scope as well as the inclusion of additional scope. This Work Order shall encompass the remainder of the additional scope which includes additional masonry walls and footings.</p>			
WO 011	Required Extra Scope	0	\$18,746.00
Close-out Work Order			
<p>At the completion of construction, the District and the Contractor held a close-out reconciliation meeting to address all outstanding costs associated with the project. At this meeting, the District and Silver Creek mutually agreed that this Work Order includes encompasses the full and final amounts to all outstanding/pending costs and there shall be no further requests for compensation for time or dollars.</p>			

Contractor agrees to furnish all labor and materials and perform all of the above described work indicated in each item attached in compliance with the applicable sections of the Contract Documents. The amount of the charges under the Change Order is limited to the charges allowed under article 59 of the General Conditions. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in the Change Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Change Order, unless otherwise provided in the Change Order. It is understood that this Change Order shall be effective when approved by the Governing Board of the District.

The Original Contract Sum was	\$515,400.00
Net Change by Previously Authorized Requests and Changes	\$0.00
The Contract Sum Prior to This Change Order was	\$515,400.00
The Contract Sum Will be Increased	\$46,185.00
The New Contract Sum Including This Change Order	\$561,585.00
The Contract Time Will Not Be Changed	11 days
The Date of Substantial Completion as of this Change Order Therefore is	09/21/2009
Cumulative Percentage of Original Contract	8.96%

Signature

Date

AUHSD Timothy Holcomb		
Contractor	<i>Brian Beck</i>	9-14-09
Architect	<i>TWI Amigo</i>	9-16-09
Project Manager	<i>Walt</i>	9/19/09
Inspector of Record	<i>[Signature]</i>	9-16-09

It is further understood and agreed that this adjustment constitutes compensation in full for all costs and markup directly or indirectly attributable to this change, or for all delays related thereto, including but not limited to all extended overhead and loss of productivity costs and for performance for this change within the time frame stated and Contractor expressly waives any claims for any additional compensations, damages or time extensions, in connection with the above referenced changes. We the undersigned Contractor have given careful consideration to the change proposed and hereby agree if this proposal is approved that we will accept as full payment the price shown above.



Anaheim Union High School District
 Facilities and Planning
 501 Crescent Way – Post Office Box 3520
 Anaheim, California 92803-3520

Project: 2009-24 – Anaheim Building Improvements Project
Contract Number: 2009-24

Purchase Order No. :
DSA Number: 04-110395

WORK ORDER

To : Silver Creek Industries
 195 E. Morgan Street
 Perris, CA 92571

Work Order No: 001
Date: 06/05/09

Title: Contract Time Extension

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions as contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

Description of Proposal:

Special Conditions, Article 1 in the AUHSD Bid Package 2009-24 specified a Project commencement date of June 22, 2009 and a Project completion date of August 10, 2009. However, due to the postponement of the bid opening date and subsequent issuance of the Notice to Proceed, the District has elected to provide a non-compensable Contract time extension which revises the Contract completion date from August 10, 2009 to August 21, 2009.

Item	Description	Unit Price
01	Non-Compensable Contract Time Extension	\$0.00

Proposal Details:

It is understood that this Work Order will be effective when signed by the District Representative. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$100,000. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

COST:

- Lump Sum **\$0.00** Not To Exceed \$_____
- Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms.
- Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review, and will be resolved to be mutually agreeable.
- In accordance with Contract unit prices

TIME:

- No Change Time Impact Unknown Impact to Contract completion date is estimated at **11** days.
 - Will not change completion date but is expected to impact specific CPM Activities. Activity numbers: _____ Days: _____
- The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed and approved in accordance with the Contractor's weekly and monthly schedule.

	Signature	Date
AUHSD Timothy Holcomb		2/2/09
Contractor		
Architect		6/19/09
Project Manager		6/19/09
Inspector of Record	A.O.	6/19/09



Anaheim Union High School District
 Facilities and Planning
 501 Crescent Way – Post Office Box 3520
 Anaheim, California 92803-3520

Project: 2009-24 – Anaheim Building Improvements Project
Contract Number: 2009-24

Purchase Order No. :
DSA Number: 04-110395

WORK ORDER

To : Silver Creek Industries
 195 E. Morgan Street
 Perris, CA 92571

Work Order No: 002
Date: 06/19/09

Title: Concrete Planter Curb

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions as contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

Description of Proposal:

Prior to the commencement of construction, the District elected to remove a portion of scope from the Contract of AUHSD Bid Package 2009-18 and add it to the scope of Bid Package 2009-24. In order to provide a like kind finish of adjacent concrete surfaces, it was determined beneficial to have one Contractor perform this scope. Therefore, the Contractor shall provide labor and material necessary to install a new concrete planter curbs adjacent to the new flatwork at Anaheim High School.

Item	Description	Unit Price
01	Contractor shall provide labor and material necessary to construct approximately 230lf of 12" concrete planter curbs per attached Sketches "A" and "B" both dated 06/18/09. Refer to attached Cost Review sheet	\$6,338.00

Proposal Details:

It is understood that this Work Order will be effective when signed by the District Representative. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$100,000. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

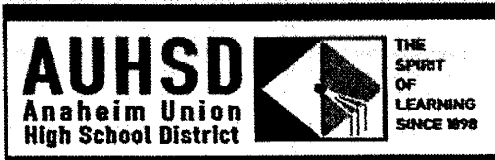
COST:

- Lump Sum **\$6,338.00** Not To Exceed \$_____
- Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms.
- Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review, and will be resolved to be mutually agreeable.
- In accordance with Contract unit prices

TIME:

- No Change Time Impact Unknown Impact to Contract completion date is estimated at _____ days.
 - Will not change completion date but is expected to impact specific CPM Activities. Activity numbers: _____ Days: _____
- The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed and approved in accordance with the Contractor's weekly and monthly schedule.

	Signature	Date
AUHSD Timothy Holcomb		23 June 09
Contractor		6-22-09
Architect		
Project Manager		6/19/09
Inspector of Record		6/19/09



Anaheim Union High School District
 Facilities and Planning
 501 Crescent Way – Post Office Box 3520
 Anaheim, California 92803-3520

Project: 2009-24 – Anaheim Building Improvements Project
Contract Number: 2009-24

Purchase Order No. : D64A0068
DSA Number: 04-110395

WORK ORDER

To : Silver Creek Industries
 195 E. Morgan Street
 Perris, CA 92571

Work Order No: 003
Date: 09/09/09

Title: Admin Bldg. Restroom Abatement

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions as contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

Description of Proposal:

During the course of construction, it became apparent that additional demolition of the existing plaster walls and ceilings in the Administration Building Boy's and Girl's restrooms was necessary to perform the required plumbing and electrical work. Upon further investigation, it was determined that the plaster walls contained a small amount of asbestos which could not be removed under normal demolition and required abatement by a certified contractor.

Item	Description	Unit Price
01	Contractor shall provide labor and material necessary to perform spot abatement at the Administration Building Boys and Girls restrooms to provide the contractor access to in wall plumbing, and electrical. Refer to the attached Cost Review sheet.	\$9,011.00

Proposal Details:

It is understood that this Work Order will be effective when signed by the District Representative. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$100,000. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

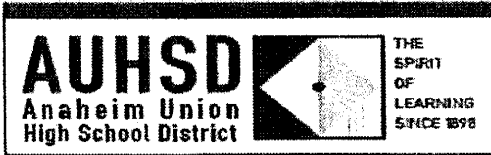
COST:

- Lump Sum \$9,011.00 Not To Exceed \$ _____
- Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms.
- Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review, and will be resolved to be mutually agreeable.
- In accordance with Contract unit prices

TIME:

- No Change Time Impact Unknown Impact to Contract completion date is estimated at _____ days.
 - Will not change completion date but is expected to impact specific CPM Activities. Activity numbers: _____ Days: _____
- The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed and approved in accordance with the Contractor's weekly and monthly schedule.

	Signature	Date
AUHSD Timothy Holcomb		9-9-09
Contractor		9-14-09
Architect		9-16-09
Project Manager		9/19/09
Inspector of Record		9-16-09



Anaheim Union High School District
 Facilities and Planning
 501 Crescent Way – Post Office Box 3520
 Anaheim, California 92803-3520

Project: 2009-24 – Anaheim Building Improvements Project
Contract Number: 2009-24

Purchase Order No. : D64A0068
DSA Number: 04-110395

WORK ORDER

To : Silver Creek Industries
 195 E. Morgan Street
 Perris, CA 92571

Work Order No: 004
Date: 08/26/09

Title: Tree Stump Removal at Cook Stage

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions as contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

Description of Proposal:

During the course of construction, the Contractor encountered an unforeseen, underground tree stump at the Cook Auditorium stage where the footings for the new loading dock and ramp were to be placed. The Contractor shall remove and dispose of the tree stump and backfill the void.

Item	Description	Unit Price
01	Contractor shall provide labor and material necessary to remove unforeseen tree stump, backfill and compact soil at Cook Auditorium stage. Refer to the attached Cost Review sheet	\$800.00

Proposal Details:

It is understood that this Work Order will be effective when signed by the District Representative. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$100,000. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

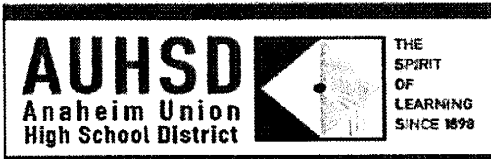
COST:

- Lump Sum **\$800.00** Not To Exceed \$ _____
- Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms.
- Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review, and will be resolved to be mutually agreeable.
- In accordance with Contract unit prices

TIME:

- No Change Time Impact Unknown Impact to Contract completion date is estimated at _____ days.
 - Will not change completion date but is expected to impact specific CPM Activities. Activity numbers: _____ Days: _____
- The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed and approved in accordance with the Contractor's weekly and monthly schedule.

	Signature	Date
AUHSD Timothy Holcomb		25 SEP 09
Contractor		8-26-09
Architect		26 AUG '09
Project Manager		8/26/09
Inspector of Record		8-26-09



Anaheim Union High School District
 Facilities and Planning
 501 Crescent Way – Post Office Box 3520
 Anaheim, California 92803-3520

Project: 2009-24 – Anaheim Building Improvements Project
Contract Number: 2009-24

Purchase Order No. : D64A0068
DSA Number: 04-110395

WORK ORDER

To : Silver Creek Industries
 195 E. Morgan Street
 Perris, CA 92571

Work Order No: 005
Date: 08/26/09

Title: Bulletin #1 - Anti Graffiti Coating

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions as contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

Description of Proposal:

During the course of construction, the District issued Bulletin #1 for clarification of the base scope as well as the inclusion of additional scope. This Work Order shall encompass the application of anti-graffiti coating to the new stacked stone veneer installed by this Contractor.

Item	Description	Unit Price
01	Contractor shall provide labor and material necessary to apply apply two coats of Watch Dog CPU 147 anti graffiti coating pursuant to Bulletin #1 at the newly installed stacked stone veneer under this contract. Work to be completed no later than 08/21/09. Refer to the attached cost review sheet.	\$8,799.00

Proposal Details:

It is understood that this Work Order will be effective when signed by the District Representative. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$100,000. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

COST:

- Lump Sum \$8,799.00 Not To Exceed \$ _____
- Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms.
- Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review, and will be resolved to be mutually agreeable.
- In accordance with Contract unit prices

TIME:

- No Change Time Impact Unknown Impact to Contract completion date is estimated at _____ days.
 - Will not change completion date but is expected to impact specific CPM Activities. Activity numbers: _____ Days: _____
- The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed and approved in accordance with the Contractor's weekly and monthly schedule.

	Signature	Date
AUHSD Timothy Holcomb		25/09
Contractor		8-26-09
Architect		26 AUG '09
Project Manager		8/26/09
Inspector of Record		8-26-09



Anaheim Union High School District
 Facilities and Planning
 501 Crescent Way – Post Office Box 3520
 Anaheim, California 92803-3520

Project: 2009-24 – Anaheim Building Improvements Project
 Contract Number: 2009-24

Purchase Order No. : D64A0068
 DSA Number: 04-110395

WORK ORDER

To : Silver Creek Industries
 195 E. Morgan Street
 Perris, CA 92571

Work Order No: 006
 Date: 08/26/09

Title: Cleaning of Shade Structure Canopies

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions as contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

Description of Proposal:
 During the course of construction, the District elected to have the Contractor clean the existing (5) shade structure canopies prior to the final cleaning of the site in preparation of the school grand opening.

Item	Description	Unit Price
01	Contractor shall provide labor and material necessary to clean the (5) existing shade structure canopies Refer to the attached Cost Review sheet	\$1,500.00

Proposal Details:

It is understood that this Work Order will be effective when signed by the District Representative. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$100,000. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

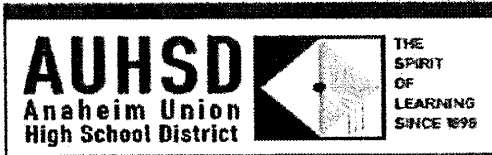
COST:

- Lump Sum \$1,500.00 Not To Exceed \$ _____
- Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms.
- Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review, and will be resolved to be mutually agreeable.
- In accordance with Contract unit prices

TIME:

- No Change Time Impact Unknown Impact to Contract completion date is estimated at _____ days.
 - Will not change completion date but is expected to impact specific CPM Activities. Activity numbers: _____ Days: _____
- The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed and approved in accordance with the Contractor's weekly and monthly schedule.

	Signature	Date
AUHSD Timothy Holcomb		28 SEP 09
Contractor		8-26-09
Architect		28 AUG 09
Project Manager		8/26/09
Inspector of Record		8-26-09



Anaheim Union High School District
 Facilities and Planning
 501 Crescent Way – Post Office Box 3520
 Anaheim, California 92803-3520

Project: 2009-24 – Anaheim Building Improvements Project
Contract Number: 2009-24

Purchase Order No. : D64A0068
DSA Number: 04-110395

WORK ORDER

To : Silver Creek Industries
 195 E. Morgan Street
 Perris, CA 92571

Work Order No: 007
Date: 08/26/09

Title: Bulletin #06 - Admin Girls Restroom Floor Slab

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions as contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

Description of Proposal:

During the course of construction, it was discovered that the restroom floor at the girl's restroom at the Administration building was a raised slab. The contract documents did not reference the additional framing required to replace the demolished concrete or the necessary reinforcing of structural rebar where the locations of the toilets were to be revised. The District issued Bulletin #6 which supplied the Contractor the structural engineers recommended fix for the rebar at the necessary locations.

Item	Description	Unit Price
01	Contractor shall provide labor and material necessary to form the bottom of the floor penetrations at the administration building girls restroom as well as repair the rebar where the waste lines require movement in accordance with Bulletin #06 dated 08/06/09. Refer to the attached Cost Review sheet	\$3,413.00

Proposal Details:

It is understood that this Work Order will be effective when signed by the District Representative. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$100,000. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

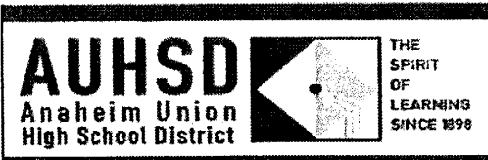
COST:

- Lump Sum \$3,413.00 Not To Exceed \$ _____
- Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms.
- Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review, and will be resolved to be mutually agreeable.
- In accordance with Contract unit prices

TIME:

- No Change Time Impact Unknown Impact to Contract completion date is estimated at _____ days.
 - Will not change completion date but is expected to impact specific CPM Activities. Activity numbers: _____ Days: _____
- The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed and approved in accordance with the Contractor's weekly and monthly schedule.

	Signature	Date
AUHSD Timothy Holcomb		25/09
Contractor		8-26-09
Architect		26 AUG '09
Project Manager		8/26/09
Inspector of Record		8/26/09



Anaheim Union High School District
 Facilities and Planning
 501 Crescent Way – Post Office Box 3520
 Anaheim, California 92803-3520

Project: 2009-24 – Anaheim Building Improvements Project
Contract Number: 2009-24

Purchase Order No. : D64A0068
DSA Number: 04-110395

WORK ORDER

To : Silver Creek Industries
 195 E. Morgan Street
 Perris, CA 92571

Work Order No: 008
Date: 08/26/09

Title: Existing Trellis Re-Painting

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions as contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

Description of Proposal:

During the course of construction, the District elected to re-paint the existing three trellis structures at the Gym Quad, the Band Quad and the Cafeteria building to match the new campus color scheme as well as the newly installed pergola adjacent to Building #4

Item	Description	Unit Price
01	Contractor shall provide labor and material necessary to pressure Wash and re-paint (2 coat, hand rolled) the (3) existing trellis structures at the Art Quad, Band Quad and Cafeteria to match the new pergola east of Building #4 and the new campus color scheme. Refer to the attached cost review sheet.	\$4,876.00

Proposal Details:

It is understood that this Work Order will be effective when signed by the District Representative. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$100,000. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

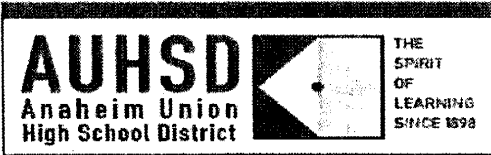
COST:

- Lump Sum \$4,876.00 Not To Exceed \$ _____
- Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms.
- Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review, and will be resolved to be mutually agreeable.
- In accordance with Contract unit prices

TIME:

- No Change Time Impact Unknown Impact to Contract completion date is estimated at _____ days.
 - Will not change completion date but is expected to impact specific CPM Activities. Activity numbers: _____ Days: _____
- The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed and approved in accordance with the Contractor's weekly and monthly schedule.

	Signature	Date
AUHSD Timothy Holcomb		
Contractor		8-26-09
Architect		26 AUG '09
Project Manager		8/26/09
Inspector of Record		8-26-09



Anaheim Union High School District
 Facilities and Planning
 501 Crescent Way – Post Office Box 3520
 Anaheim, California 92803-3520

Project: 2009-24 – Anaheim Building Improvements Project
Contract Number: 2009-24

Purchase Order No. : D64A0068
DSA Number: 04-110395

WORK ORDER

To : Silver Creek Industries
 195 E. Morgan Street
 Perris, CA 92571

Work Order No: 009
Date: 09/10/09

Title: Building #4 Faculty Restroom Credit

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions as contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

Description of Proposal:

During the course of construction, the District elected to remove the labor required to complete the Building #4 men's and women's faculty restrooms due to extensive changes made by DSA during the Addenda approval process. The time required to revise the layout of the restrooms and obtain approval would extend past the Contract completion date for this contract and therefore shall be bid separately, not under this Contract.

Item	Description	Unit Price
01	Contractor shall provide a labor only credit for the completion of the Building #4 men's and women's faculty restrooms. All material shall be turned over the District for their use. Refer to the attached Cost Review sheet.	(\$8,580.00)

Proposal Details:

It is understood that this Work Order will be effective when signed by the District Representative. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$100,000. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

COST:

- Lump Sum **(\$8,580.00)** Not To Exceed \$ _____
- Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms.
- Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review, and will be resolved to be mutually agreeable.
- In accordance with Contract unit prices

TIME:

- No Change Time Impact Unknown Impact to Contract completion date is estimated at _____ days.
 - Will not change completion date but is expected to impact specific CPM Activities. Activity numbers: _____ Days: _____
- The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed and approved in accordance with the Contractor's weekly and monthly schedule.

	Signature	Date
AUHSD Timothy Holcomb		9-17-09
Contractor		9-14-09
Architect		9-16-09
Project Manager		9/14/09
Inspector of Record		9-16-09



Project: 2009-24 – Anaheim Building Improvements Project
Contract Number: 2009-24

Purchase Order No. : D64A0068
DSA Number: 04-110395

WORK ORDER

To : Silver Creek Industries
195 E. Morgan Street
Perris, CA 92571

Work Order No: 010

Date: 08/26/09

Title: Bulletin #1 - Balance

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions as contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

Description of Proposal:

During the course of construction, the District issued Bulletin #1 for clarification of the base scope as well as the inclusion of additional scope. This Work Order shall encompass the remainder of the additional scope which includes additional electrical work, masonry walls and footings.

Item	Description	Unit Price
01	Contractor shall provide labor and material necessary to Perform the remainder of work pursuant to Bulletin #1. Refer to the attached cost review sheet.	\$1,282.00

Proposal Details:

It is understood that this Work Order will be effective when signed by the District Representative. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$100,000. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

COST:

- Lump Sum \$1,282.00 Not To Exceed \$ _____
- Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms.
- Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review, and will be resolved to be mutually agreeable.
- In accordance with Contract unit prices

TIME:

- No Change Time Impact Unknown Impact to Contract completion date is estimated at _____ days.
 - Will not change completion date but is expected to impact specific CPM Activities. Activity numbers: _____ Days: _____
- The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed and approved in accordance with the Contractor's weekly and monthly schedule.

	Signature	Date
AUHS D Timothy Holcomb		8/28/09
Contractor		9-14-09
Architect		9-16-09
Project Manager		9/14/09
Inspector of Record		9-16-09



Anaheim Union High School District
 Facilities and Planning
 501 Crescent Way – Post Office Box 3520
 Anaheim, California 92803-3520

Project: 2009-24 – Anaheim Building Improvements Project
Contract Number: 2009-24

Purchase Order No. : D64A0068
DSA Number: 04-110395

WORK ORDER

To : Silver Creek Industries
 195 E. Morgan Street
 Perris, CA 92571

Work Order No: 011
Date: 09/14/09

Title: Close-out Work Order

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions as contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

Description of Proposal:

At the completion of construction, the District and the Contractor held a close-out reconciliation meeting to address all outstanding costs associated with the project. At this meeting, the District and Silver Creek mutually agreed that this Work Order includes encompasses the full and final amounts to all outstanding/pending costs and there shall be no further requests for compensation for time or dollars.

Item	Description	Unit Price
01	Contractor shall provide labor and material necessary to perform the work listed in the attached cost review sheet which includes guardrail work, restroom framing and backing, and pergola work.	\$18,746.00

Proposal Details:

It is understood that this Work Order will be effective when signed by the District Representative. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$100,000. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

COST:

- Lump Sum \$18,746.00 Not To Exceed \$ _____
- Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms.
- Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review, and will be resolved to be mutually agreeable.
- In accordance with Contract unit prices

TIME:

- No Change Time Impact Unknown Impact to Contract completion date is estimated at _____ days.
 - Will not change completion date but is expected to impact specific CPM Activities. Activity numbers: _____ Days: _____
- The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed and approved in accordance with the Contractor's weekly and monthly schedule.

	Signature	Date
AUHSD Timothy Holcomb		9-15-09
Contractor		9-14-09
Architect		9-16-09
Project Manager		9/14/09
Inspector of Record		9-16-09

CHANGE ORDER NO.1

(Additive)

PROJECT: Bid #2009-29 Katella Tennis Court RefurbishmentTO: Taylor Tennis Courts, Inc.

You are hereby directed to provide the extra work necessary to comply with this Change Order.

DESCRIPTION OF CHANGE:

Fabricate and install approximately 900 lineal feet of black closed mesh polypropylene windscreen. Screens to have double rectangle windholes, above and below, every 10' in each panel.

COST (This cost shall not be exceeded.):

Original contract price:	\$ 124,580
Change Order amount:	\$ 10,716
New contract price:	\$ 135,296

TIME FOR COMPLETION:

Original completion date:	
Time for completion of	
Change Order:	No Change
New completion date:	


Contractor agrees to perform the above-described work in accordance with the above terms and in compliance with applicable sections of the Project Documents. The amount of the charges under this Change Order is limited to the charges allowed under Article 59 of the General Conditions. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the contract time due Contractor arising out of the change in the work covered by this Change Order, unless otherwise provided in this Change Order.

No additions or deletions to this Change Order shall be allowed, except with written permission of District. Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising from this Change Order.

(continued on next page)

This Change Order is hereby agreed to, accepted and approved.

CONTRACTOR

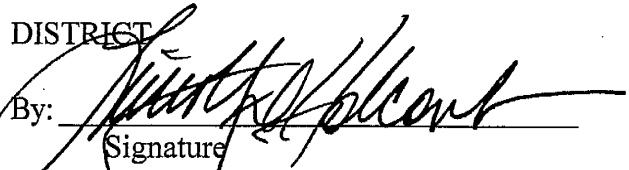
By: 
Signature

Dave Taylor
Print Name

Secretary
Title

9/16/09
Date

DISTRICT

By: 
Signature

TIMOTHY D. HOLCOMB
Print Name

DEPUTY SUPERINTENDENT
Title

9/17/09
Date

STUDENT BODY ORGANIZATIONS

7704.12

1.0 General Policy: The activities and financial affairs of student body organizations shall be in strict accordance with the Education Code and the policies, rules, and regulations of the Board of Trustees, as set forth herein.

2.0 Qualifications for Membership in Student Organizations: The public school is a democratic institution which requires that membership in clubs and other organizations of the school must be based on objective criteria. This criteria must permit all students to compete for membership without prejudice as to race, creed, or subjective judgment of their peers.

Any combination of the following may be used as the basis for selecting students for membership:

- scholarship
- citizenship
- grade level
- subject field
- special proficiency evaluated by certificated personnel on the basis of predetermined standards

Under no circumstances is the membership in a school club to be determined by the subjective judgment of the students constituting the club.

3.0 Basic Purpose: The basic purpose for raising and expending money by student bodies, or student organizations, shall be to promote the general welfare, morale, and educational experiences of the student body as a whole. Student body funds must be used to promote and finance a program of worthwhile co-curricular activities beyond, but not replacing, those provided by the District.

4.0 Approval: The Board of Trustees shall give approval for the establishment of all student organizations. The proposed organization shall not engage in any activities, other than those that are organizational in nature, until the Board of Trustees has approved its application.

5.0 General Management: Student body financial affairs shall be conducted in accordance with sound business ~~principals~~ principles and practices, including establishing budgets and exercising budgetary controls, and shall offer minimum competition with business firms in the school district.

6.0 Rules and Regulations: The superintendent or designee shall develop rules and regulations for the conduct and operation of student organizations that conform to the Education Code and the policies, rules, and regulations of the Board of Trustees.

- 7.0 Student Advisory Board: An advisory board comprised of one (1) voting member from each high school in the district shall be established to help resolve student issues within the district schools and to open a channel of communication with the Anaheim Union High School District Board of Trustees through the superintendent. The voting member shall be designated by the school of attendance.
- 8.0 Fund Raising Projects: In general, student body fund raising projects shall be limited to campus activities, or shall be in connection with regularly scheduled school events. No individual or group shall instigate any project or activity involving the handling of money without first obtaining the permission of the student council and principal or designee. No class, club, or organization may raise money through community sales or off-campus events without approval of the site principal, compliance with local city requirements, the city treasurer of the city in which solicitation of funds will be made, and the superintendent.
- 9.0 Reserves: Student organizations shall not accumulate money reserves beyond reasonable requirements. In general, student monies shall be expended for the benefit of those students currently enrolled in the schools who have contributed in some manner to the accumulation of such funds. Reserves at the end of a fiscal year shall not exceed 5% of the total expenditure budget for that year for each individual fund. Upon specific authorization of the Board of Trustees, acting upon recommendation of the superintendent, a reserve may be established to make a major expenditure that may be financed within a period of two school years.
- 10.0 Fixed Assets: ~~Student organizations shall not acquire in their own names ownership of fixed assets. Upon approval of the Board of Trustees, acting upon recommendation of the superintendent, fixed assets may be acquired and donated to the school district. Such approval may set forth such conditions of control and use as the board may directs.~~
All purchase of fixed assets or equipment for the student body organization shall be done through the Purchasing Department and approved by the Board of Trustees, acting upon recommendation of the superintendent. Fixed assets may be acquired and donated to the school district. The student body is responsible for the security, repair, and upkeep of fixed assets or equipment.
- 11.0 Audit: The financial records of student organizations shall be audited as a part of the annual school district audit that is performed in accordance with state law. The cost of the audit will be paid from the district general fund. Unannounced spot check audit will be periodically performed by the controller's office.

ADMINISTRATIVE AUTHORITY

- 1.0 Superintendent: The superintendent has general supervision over the activities of student body organizations.
- 2.0 Assistant Superintendent, Business Services: The controller, under the direction of the assistant superintendent, business services, shall prescribe appropriate accounting procedures for student body financial records. The controller shall exercise such control and audit procedures as may be required to determine that the accounting procedures are followed.
- 3.0 Assistant Superintendent, Education: The assistant superintendent, education, shall review the application for school student organizations and the recommendations of the principal to determine if the application meets the criteria of a curriculum related student organization and shall forward the application to the board of trustees for review and action. The office of the assistant superintendent, education, maintains a master file of all student organizations.
- 4.0 Principal: The site principal of the school shall be directly responsible for the conduct of student body activities in accordance with the rules and regulations herein set forth. The principal may delegate responsibility for handling details of administration and the maintenance of records and accounting procedures as required prescribed by the controller.
- 5.0 Student Council or Cabinet: The student council or cabinet has general responsibility and authority over the clubs or organizations at the school. It shall be the prerogative of the principal to veto any action of the student council or cabinet that the principal believes is contrary to the best interests of the school, or in conflict with the provisions of the rules and regulations governing the student body activities, as set forth herein.

It is the responsibility of the business office to manage the written procedures for the operation of student body organizations. This document will be distributed under separate cover.

Legal Reference: Education Code 48930-48938 Student body organizations

Board of Trustees

September 1, 1983

Revised: April 10, 1986

Revised: March 8, 1990

Revised: May 1993

Reviewed: August 2001

Reviewed: April 2005

Revised: October 2009

E/B

RUN-OFF CLAIMS ADMINISTRATION AGREEMENT

This Run-Off Claims Administration Agreement (“Agreement”) is made and entered into by and between **Anaheim Union High School District** (“Client”) and **Keenan & Associates** (“Keenan”). Client and Keenan are also referred to individually as a “party” and collectively as the “parties.”

RECITALS

- A. Client has established a Workers’ Compensation Claims Administration Program for the benefit of its employees (“Program”).
- B. Keenan is a specialty insurance services provider with special expertise in the insurance and services needs of California school districts, municipalities, health care providers and their related entities and, as such, is qualified to provide the services described in this Agreement and other services that Client may request from time to time.
- C. Client has requested that Keenan perform claims administration functions for the Program as described herein.

AGREEMENT

The parties agree as follows:

1. **TERM:**

The term of this Agreement is from **October 1, 2009** through **September 30, 2010** (“Term”) unless extended or terminated earlier as provided herein.

2. **KEENAN RESPONSIBILITIES AND SCOPE OF SERVICES:**

- A. Keenan shall provide Client with the services described in Exhibit A (“Services”) for all Workers’ Compensation claims with a date of injury prior to **09/30/96**.
- B. The relationship of the parties shall be that of independent contractor and each party shall at all times remain responsible for its own operational and personnel expenses. Under no circumstance shall any employee of one party look to the other party for any payment or the provision of any benefit, including without exception, workers’ compensation coverage. Except as may be expressly set forth in or contemplated by this Agreement, neither party shall have the right to act on behalf of the other, or to bind the other to any contract or other obligation.
- C. Keenan’s services are limited to the specific obligations described herein. Client shall remain responsible for all other aspects of the Program. Keenan shall not provide any legal, tax, or accounting service, advice, or opinion, and under no circumstance are the Services to be

construed or interpreted as representing any such advice or opinion. It is Client's responsibility to seek the counsel of its own attorney on all legal issues and to consult with its own tax and accounting experts on all tax, accounting, financial matters relating to its operations, including without limitation the establishment, implementation and cooperation of its Program.

- D. Keenan shall comply with all applicable State and Federal Laws and regulations and obtain and maintain all necessary licenses, registrations and/or permits necessary for the performance of its duties under this Agreement.
- E. Keenan reserves the right to engage independent contractors and/or subcontractors to assist in the performing the Services. The use of such individuals shall not relieve either party of any of its duties under this Agreement.

3. CLIENT'S DUTIES AND RESPONSIBILITIES:

- A. Client, subject to the specific Services set forth herein, shall retain all final authority and responsibility and expenses incidental thereto unless specifically assumed by Keenan hereunder and Keenan is authorized to act on behalf of Client in connection with the Program only as expressly stated in this Agreement. Client shall retain final authority and responsibility for the Program and is responsible for all aspects of the Program except for the Services to be provided by Keenan under this Agreement.
- B. Client shall provide Keenan with all applicable information in a timely manner so that Keenan can fulfill its obligations under this Agreement. Client represents and warrants that all information provided to Keenan shall be complete, accurate and timely and that Keenan may rely upon such information without further investigation or review. Client understands and agrees that such information has not been audited by Keenan and that Client shall remain liable for its accuracy.
- C. Client shall provide Keenan with timely access to such information and individuals including its outside advisors and consultants as may be necessary for Keenan to perform the Services. Meetings, telephone calls, and other necessary communications shall be scheduled at the mutual convenience of the parties and their representatives. Keenan shall not be responsible for any delay in its performance that results from the failure of Client or any person acting on behalf of Client to make available any information or individual in a timely manner.
- D. Client shall fund a claims payment account from which all claims payments and loss adjustment expenses shall be paid. The account shall be established and funded in accordance with written procedures to be established and funded in accordance with written procedures to be established by the parties. Under no circumstances will Keenan be required to advance any funds for the payment of claims.
- E. To the extent Keenan requires the assistance of Client's staff or any third parties who are assisting, advising or representing Client to fulfill its obligations hereunder, Client shall have its staff and these third parties assist Keenan.



F. Client understands that Keenan is not providing any legal, tax or accounting services or advice and agrees to seek the counsel of its own attorney on all legal issues or matters and consult with its own tax and accounting experts on all tax and accounting issues and matters relating to the services.

G. Client will comply with all federal, state and local reporting and filing requirements for the Program.

4. **COMPENSATION:**

Client agrees to pay Keenan for the services as provided in Exhibit B.

5. **CONFIDENTIALITY:**

Keenan shall keep confidential all information concerning Client and its employees possessed by Keenan, regardless of the medium thereof, except information that is generally available to the public. Except as authorized or required by law or in this Agreement, Keenan shall not release any report, any portion thereof, or any result of any investigation it may undertake on behalf of the Client to any person outside of Client's organization without the express written consent of Client.

6. **AUDIT:**

If Keenan is requested to disclose its books, documents or records relating to the services provided under this Agreement, Client shall notify Keenan in writing at least 30 days prior to the inspection and/or disclosure date of the nature and scope of the request and Keenan shall make available all such books, documents or records during Keenan's regular business hours.

7. **FINES & PENALTIES:**

Keenan shall pay any fines and/or penalties levied by regulatory authorities that (i) are imposed as a result of the improper denial of claims and (ii) failed to comply with the administrative rules, regulations and state laws governing Workers' Compensation, provided that such actions were not at the direction of or with the approval of the Client; were not the result of the failure of Client or any individual acting on behalf of Client or claimant to timely provide complete and accurate information needed for the processing of claims; or the failure of the Client to adequately fund the claims payment account. Client shall pay all other fines and/or penalties relating to the Program or otherwise.

8. **INSURANCE:**

Keenan shall procure and maintain, to the extent available on reasonable terms, the following minimum insurance coverages during the Term and shall provide certificates of insurance to Client upon Client's request:

- (i) Workers' Compensation. Workers' Compensation Insurance in conformance with the laws of the State of California and applicable federal laws.
- (ii) Bodily Injury, Death and Property Damage Liability Insurance. General Liability Insurance (including motor vehicle operation) with a One Million Dollar (\$1,000,000) limit of liability for each occurrence and a Two Million Dollar (\$2,000,000) aggregate limit of liability.
- (iii) Professional Liability Insurance. Professional Liability Insurance with a One Million Dollar (\$1,000,000) limit of liability for each occurrence and a Two Million Dollar (\$2,000,000) aggregate limit of liability.

9. **INDEMNIFICATION:**

If either party breaches this Agreement, then the breaching party shall defend, indemnify and hold harmless the non-breaching party, its officers, agents and employees against all claims, losses, demands, actions, liabilities, and costs (including, without limitation, reasonable attorneys' fees and expenses) arising from such breach. In addition, if Keenan (i) becomes the subject of a subpoena or is otherwise compelled to testify or (ii) becomes the subject of a claim, demand, action or liability brought or asserted by one of Client's employees, Plan beneficiaries, or Plan vendors ("Third-Party Demand") relating to the Services and such Third-Party Demand is not a direct result of Keenan's gross negligence or willful misconduct, then Client shall defend, indemnify and hold Keenan harmless from all losses, payments, and expenses incurred by Keenan in resolving such Third-Party Demand.

10. **LIMITATION OF LIABILITY:**

Notwithstanding anything to the contrary in this Agreement, in no event shall Keenan be liable for any punitive damages, lost profits or revenues, fines, penalties, taxes or any indirect, incidental, special or consequential damages incurred by Client, its officers, employees, agents, contractors or consultants whether or not foreseeable and whether or not based in contract or tort or otherwise, arising out of or in connection with this Agreement even if advised of the possibility of such damage. Client further agrees that Keenan's liability under this Agreement shall be limited to, and shall not exceed, the amount of insurance coverage outlined in this Agreement, to the extent that it is available.

11. **DISPUTE RESOLUTION:**

Disputes arising out of or relating to this Agreement which cannot be resolved by negotiation between the parties shall be submitted to non-binding mediating. If the dispute is not resolved through mediation, it shall be resolved by final and binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, or other arbitration procedures as agreed to in writing by the parties. Negotiation, mediation, and arbitration shall be the exclusive means of dispute resolution between Client and Keenan and their respective



agents, employees and officers. The site of the arbitration shall be in Los Angeles, California. A judgment of any having jurisdiction may be entered upon the award.

12. TERMINATION:

- A. Either party may terminate this Agreement upon the occurrence of any of the following events:
- (1) Upon 60 days written notice by either party;
 - (2) The breach of this Agreement by either party if the alleged breach is not cured within 30 days of receiving notice of the breach from the non-breaching party;
 - (3) The dissolution or insolvency of either party;
 - (4) The filing of a bankruptcy petition by or against either party (if the petition is not dismissed within 60 days in the case of an involuntary bankruptcy petition); or
 - (5) If either party interprets the application of any applicable law, rule, regulation, or court or administrative decision to prohibit the continuation of this Agreement or cause a penalty to either party if the Agreement is continued.
- B. If Client requests that Keenan continue to provide services under this Agreement after its expiration, Keenan may agree to provide services and the Agreement shall be extended on a month-to-month basis until terminated by either party. In such case and where appropriate, compensation shall be paid to Keenan as agreed between the parties to the Agreement.
- C. Keenan shall return claim files, loss reports, payroll information and other documents and materials relating to the services provided under this Agreement to Client within a reasonable time after termination.
- D. Upon termination of this Agreement, Keenan shall be entitled to payment only for the pro-rata portion of the Term during which services were provided. Any monies paid to Keenan in excess of this pro-rata amount shall be refunded to the Client.

13. SOLICITATION OF EMPLOYEES:

During the performance of this Agreement and for one year following its termination, Client agrees not to solicit directly or indirectly (whether as an employee, consultant or otherwise, or for itself or a third party) any of Keenan's employees, contractors or consultants who fulfilled any obligations under this Agreement without Keenan's prior written approval.

14. MARKETING:

Keenan may use Client's name in its representative client list. Keenan shall obtain Client's written consent before using Client's name for any other purpose.



15. **OTHER RELATIONSHIPS:**

- A. Client understands that Keenan or its affiliates may provide Client with other services or insurance coverage not provided in this Agreement and receive compensation related to such other services including, without limitation, loss control services, joint powers administration, insurance brokerage services, obtaining other reinsurance coverage for Client, claims administration, investigative services, financial processing and other related services.
- B. Client also understands that Keenan or its affiliates may provide services for others entities that also participate in the Program and that Keenan may be separately compensated for those additional services. Such services may include, without limitation, providing similar services for other members of the Program or providing other services for insurers or reinsurers under the Program.

16. **GENERAL:**

- A. This Agreement and its recitals and related exhibits and amendments (incorporated into this Agreement by this reference) contains the entire understanding between the parties related to the subject matter covered by this Agreement and supersedes all prior and collateral statements, presentations, communications, reports, agreements or understandings, if any, related to such matters.
- B. All terms of this Agreement (other than Keenan's obligation to perform services and Client's obligation to pay for such services) shall survive the expiration or termination of this Agreement.
- C. Notwithstanding any provision herein to the contrary, this Agreement is made for the benefit of the parties and not for the benefit of any third party. Enforcement of any remedy for breach of this Agreement may only be pursued by the parties to this Agreement.
- D. No modifications or amendments to this Agreement shall be binding unless in writing and signed by authorized representatives from both parties.
- E. Any provision determined by a court of competent jurisdiction to be partially or wholly invalid or unenforceable shall be severed from this Agreement and replaced by a provision that is valid and enforceable and that comes closest to legally expressing the intention of such invalid or unenforceable provision.
- F. Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes, or other work interruptions or any similar or other cause beyond the reasonable control of either party.

However, both parties shall make good faith efforts to perform under this Agreement in the event of any such circumstances.

- G. All payments and invoices are due and payable upon presentation by Keenan. In the event Client fails to pay any invoice within thirty (30) days of presentation, Keenan shall be entitled to receive interest on such outstanding invoice from the date of presentation at the rate of (a) 1½ percent per month or (b) the maximum interest rate permitted by applicable law, whichever is lower.
- H. All notices hereunder shall be in writing and shall be deemed to have been duly given upon (1) delivery, or (2) when mailed by registered or certified mail, postage prepaid and properly addressed to the party, or (3) on the second business day after sending by fax and receiving confirmation of fax receipt. Notices shall be sent to the parties at the address or fax number indicated in the signature section below unless written notice of a different address or fax number is previously given. If a notice given to Keenan relates to a legal matter or dispute, a copy should be sent to Keenan's Legal Department at Keenan's main office located at 2355 Crenshaw Blvd., Ste. 200, Torrance, CA 90501, fax (310) 533-0573.

This Agreement may be executed in counterparts and by fax signatures. Each person signing this Agreement on behalf of a party represents and warrants that he or she has the necessary authority to bind such party and that this Agreement is binding on and enforceable against such party.

Anaheim Union High School District

Signature: _____
By: Dianne Poore
Title: Assistant Superintendent,
Business
Address: 501 Crescent Way
Anaheim, CA 92803-3520
Attention: Dianne Poore
Date: _____

Keenan & Associates

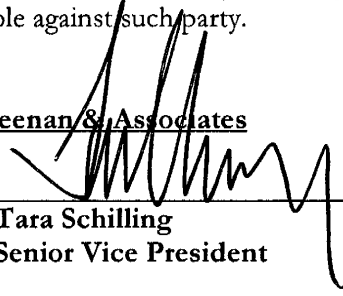
Signature: 
By: Tara Schilling
Title: Senior Vice President
Address: 2355 Crenshaw Blvd. Ste. 200
Torrance, CA 90501
Attention: Greg Trapp
Date: _____



EXHIBIT A SERVICES

1. Claims administration.
 - A. Determine liability for claimed injuries and illnesses in accordance with California Workers' Compensation Laws.
 - B. Review and process run-off claims in accordance with rules and regulations established by the California Department of Self-Insurance Plans.
 - C. Establish files containing medical and factual information on each reported claim together with complete accounting records and maintain them in accordance with statutory time requirements.
 - D. Compute and pay temporary disability benefits to injured or ill employees based on earnings information and authorized disability periods.
 - E. Determine nature and extent of permanent disability and arrange for informal disability rating whenever possible to avoid Workers' Compensation Appeals Board litigation.
 - F. Explain to and assist employees in completing necessary forms for permanent disability ratings.
 - G. Review, compute and pay informal ratings, findings and awards, life pensions, and compromise and release settlements.
 - H. Maintain and establish reserve estimates for each reported claim.
 - I. Arrange for and supervise necessary investigation to determine eligibility for compensation benefits and/or liability of negligent third parties.
 - J. Handle excess reinsurance claims on Client's behalf, complying with conditions of the reinsurance contract. Submit billings and collect paid losses in excess of self-insurance retention.
 - K. Arrange and supervise rehabilitation services where appropriate.
 - L. Arrange for and set up system to pay benefits and allocated expenses in accordance with Client's needs.
 - M. Use reasonable efforts to maintain the designated claims examiner's claim inventory so it does not exceed 150 active open indemnity files at any given time.



2. Medical administration.

- A. If Client participates in the Medical Provider Network (“MPN”), which the State of California approves, then Keenan will select, with Client’s approval, a medical provider panel of general practitioners, specialists, hospitals and emergency treatment facilities to which injured employees should be referred. The panel will be reviewed and updated on at least an annual basis. Keenan will work with Client to formulate medical provider panels in order to derive maximum benefit from legislative (SB 899) medical control changes.
- B. Authorize, review and monitor medical treatment required for injury or illness claims. Audit and pay medical expenses through PRIME, Keenan’s medical management and bill review program.
- C. Maintain close contact with Client and/or treating physicians to ensure employees receive proper medical treatment and are returned to full employment at the earliest date.
- D. Arrange for medical-legal opinions in disputed cases and confer with medical examiners, Client and legal counsel when needed.
- E. Consult with Client in cases where an injury residual might involve restriction and/or retirement potential.

3. Legal Administration.

- A. When necessary refer litigated cases to defense counsel recommended by Keenan for purposes of defending Client’s interests before Workers’ Compensation Appeals Board and courts.
- B. Work closely with counsel in preparing defense of litigated cases.
- C. Work closely with applicants and Client’s legal counsel to informally dispose of litigated cases.
- D. Protect and preserve Client’s interests in potential subrogation cases.
- E. Attend, when appropriate, Workers’ Compensation Appeals Board hearings on behalf of Client.

4. Risk management services.

- A. Review and update Client on Workers’ Compensation benefits, rules and regulations, and legislative issues.
- B. Communicate with injured employees telephonically or in writing to assist them in resolving problems that arise from injury or illness claims.

- C. Meet quarterly with Client to review best practice policies and procedures, recommend areas for improvement and assist Client in implementing improvements.
- D. Produce ad hoc reports as needed to provide meaningful loss analysis to aid in risk management program development and tracking.

5. Statistical

- A. Report to Client monthly status of claim payments and reserves on an individual basis and in the aggregate.
- B. Report to Client quarterly loss analysis of claims filed by frequency and severity.
- C. Provide quarterly PRIME (medical management and bill review) reports detailing savings and fees.
- D. Assist in the preparation of all reports required by the State of California or other government agencies relating to Workers' Compensation claims.

**EXHIBIT B
COMPENSATION**

1. Client agrees to pay Keenan for services provided under this Agreement as follows:

\$8,000 payable in full on October 1, 2009.

EXHIBIT C



A Keenan Solution

SERVICE FEES

MANAGED CARE SERVICES

- Early Intervention Initial Assessment/Triage \$ 45 / Hour
- Total Case Management \$ 94 / Hour
 - PPO Channeling
 - 4 PT Contact
 - Initial Evaluation
 - RTW Plan
- RN File Review \$ 94 / Hour
 - Medical Care Evaluation
 - RTW Evaluation
 - Written/Case Management Action Plan
- Physician Advisor \$ 175 / Hour
 - Medical Necessity Determination
 - Physician-to-Physician Contact
- Physician Medical Record Review \$ 250 / Hour
 - Assessment Report of Medical History

IN PATIENT STAY REVIEW

- Pre-Admission Review
- Concurrent Stay Review
- Discharge Coordination

\$ 94 / Hour

UTILIZATION REVIEW

\$ 94 / Hour

BILL REVIEW

TYPE OF SERVICE

- Professional

FEE:

Flat Rate - \$4.50 per bill plus \$ 1.25 per line
Plus 24% of PPO Savings below OMFS



- **In-Patient Hospital savings** No flat fee or per line charge, 24% of total
- **Out-Patient Hospital savings** No flat fee or per line charge, 18% of total
- **Pharmacy savings** No flat fee or per line charge, 20% of PPO below OMFS
- **Negotiated** No flat fee or per line charge, 24% of total savings
- **Medical EDI processing (Effective 1/1/09)** Flat Rate - \$4.50 per bill plus \$ 1.25 per line
(Medical Non-Reviewable, Medical Transportation, Zero pay due to an objection, etc.)

Effective 1/1/09



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

EDUCATIONAL CONSULTING AGREEMENT

THIS AGREEMENT is made and entered into this:

15th	day of	October	2009
------	--------	---------	------

by and between

Niko Jasniewicz

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:

Niko Jasniewicz will provide augmented instruction to students learning percussion in three beginning band classes. These students are beginning percussionists, and require individualized instruction in order to develop fundamental skills in a more-timely manner. The consultant will provide services once a week for 15 weeks.
--

Site/School:	Orangeview Junior High School	Funds (Cost Center):	Orangeview-General Funds – (0070)
--------------	-------------------------------	----------------------	-----------------------------------

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:	October 21, 2009
-------	------------------

and shall diligently perform as specified and complete performance by:

Date:	February 24, 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:

Consultant does not require any additional supplies or materials.

5. District shall pay Consultant the maximum amount of

\$300

for services rendered

to # of people:	8 students	# hours per day:	1/2 hour – 1 day per week	# of days:	15
-----------------	------------	------------------	---------------------------	------------	----

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

6. District may at any time for any reason terminate this AGREEMENT. Written notice by the District's superintendent shall be sufficient to stop further performance of services by Consultant. The notice shall be deemed given when received or no later than three (3) days after the day of mailing, whichever is sooner.

7. Consultant agrees to and shall hold harmless and indemnify District, its officers, agents, and employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:

a. Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage, expense sustained by Consultant or any person, firm, or corporation employed by Consultant upon or in connection with the services called for in this AGREEMENT except for liability for damages referred to above which result from the sole negligence or willful misconduct of District, its officers, employees, or agents.

b. Any injury to or death of persons or damage to property, sustained by any persons, firm, or corporation, including the District, arising out of, or in any way connected with the services covered by this AGREEMENT, whether said injury or damage occurs either on or off school district property,

except for liability for damages which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.

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

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

Mr. Jasniewicz's additional instruction will allow the percussion students to achieve a much higher level of performance, increasing our scores at Festival and increasing our chances of passing auditions for performances at venues such as Disneyland. In addition, developing a quicker competency on the instrumentation will decrease frustration and further develop students as life-long learners and lovers of instrumental music. As a result, the entire band will be able to coalesce more quickly, moving to full band performances earlier in the school year.

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

The instruction is given during the school day. There is no school employee available to give this additional individualized training. The consultant is an accomplished percussion instructor, and is not available for hire.

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

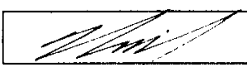
Consultant does not require any technical support.

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

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

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

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

CONSULTANT:		DISTRICT:	
Typed Name of consultant (same as page 1):			
Niko Jasiewicz		Anaheim Union High School District	
Typed Name/Title of Authorized Signatory:		Typed Name of Assistant Superintendent:	
		Frederick Navarro	
Authorized Signature:		Signature of Assistant Superintendent:	
10407 Slater Ave. #205			
Street Address:		Street Address:	
Fountain Valley		501 Crescent Way, P.O. Box 3520	
City, State, Zip Code		City, State, Zip Code	
Ca 92708		Anaheim, CA 92803-3520	
Date:		Date:	
8/26/09			


Mark Appropriately:

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

Social Security Number* or Federal Identification Number*

--	--

*Or, initial below:

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

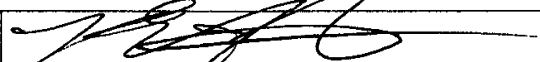
Telephone Number: E-mail Address:

714-454-4721	Niko.jaz@gmail.com
--------------	--------------------

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

PRINCIPAL/DISTRICT ADMINISTRATOR:

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

Signature:		Date:	9/21/09
------------	---	-------	---------

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

EDUCATIONAL CONSULTING AGREEMENT

THIS AGREEMENT is made and entered into this:

15 th	day of	October	2009
------------------	--------	---------	------

by and between

Orange County Human Relations Council

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

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

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

and

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

WHEREAS such services are needed on a limited basis.

NOW, THEREFORE, the parties hereto agree as follows:

1. Services to be provided by Consultant:

The Orange County Human Relations Council will provide training to Servite High School staff and students, to assist in the development of improved interethnic relations. Services include, but are not limited to: leadership orientation, task formation, all-day student retreats, faculty workshops, planning and implementation of parent outreach and involvement strategies, assistance in the planning of school-wide projects, student conflict resolution and anger management, and facilitator training for the Bridges program. The Bridges program trains participants to use positive peer support, and to promote inter-group understanding and sensitivity.
--

Site/School:	Servite High School	Funds (Cost Center):	Title II (3992)
--------------	---------------------	----------------------	-----------------

2. List of Other Supportive Staff or Consultants:

No other support staff is required.

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

Date:	October 19, 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:

Servite High School staff will assist the consultant to develop and provide a needs assessment prior to the presentation, to better tailor the staff workshops and student/parent training to Servite High School needs.

5. District shall pay Consultant the maximum amount of

\$6,000

for services rendered

to # of people:	105 staff members, 970 students and an estimated 500 parents.	# hours per day:	2	# of days:	60
-----------------	---	------------------	---	------------	----

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:

As a result of the training, Servite High School will: (1) create a safe and inclusive community; (2) develop diverse leaders; (3) mediate conflict and encourage dialogue; and, (4) build an environment in which mutual understanding and respect are the foundation.

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

The Orange County Human Relations Council has expertise in working cooperatively with school communities, including parents, teachers, administrators, and staff, to achieve better interethnic relations.

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

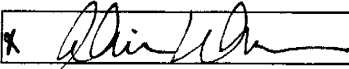
Servite High School will provide the consultant with technical support, as needed.

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

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

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

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

CONSULTANT:		DISTRICT:	
Typed Name of consultant (same as page 1):			
Orange County Human Relations Council		Anaheim Union High School District	
Typed Name/Title of Authorized Signatory:		Typed Name of Assistant Superintendent:	
Alison Lehmann/SIRP Programs Director		Frederick Navarro	
Authorized Signature:		Signature of Assistant Superintendent:	
			
Street Address:		Street Address:	
1300 S. Grand Ave., Bldg. B		501 Crescent Way, P.O. Box 3520	
City, State, Zip Code		City, State, Zip Code	
Santa Ana, CA 92705		Anaheim, CA 92803-3520	
Date:		Date:	
September 16, 2009			

Mark Appropriately:

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

Social Security Number* or Federal Identification Number*

	33-0438086
--	------------

*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)567-7470 or (714)567-7566	Alison@ochumanrelations.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:	Sept. 16, 2009
------------	---	-------	----------------

CDE Use Only	
Date Received	
Date Approved	
Date Denied	
Reviewer	

**California Department of Education
Alternative Schools Accountability Model
Request for Indicator Change**

School Information

30-66431-3032786
County-District-School (CDS) Code

Gilbert High School
School Name

Orange
County Name

Anaheim Union High School District
District Name

ASAM Coordinator

Judy Bright
Coordinator's Name

714 999-3554
Area Code and Phone Number

Coordinator, Testing & Evaluation
Title

bright_j@auhsd.us
E-mail Address

Effective School Year of Indicator Change
(specify)

2009-2010

Grade Range Served
(check all that apply)

- K-6
- 6-8
- 9-12

Current Indicators
(specify three)

6 Attendance
Indicator Number and Name

13B Average Credit Completion
Indicator Number and Name

9 Reading Achievement
Indicator Number and Name

Discontinued Indicator
(specify one)

9 Reading Achievement
Indicator Number and Name

Replacement Indicator
(specify one)

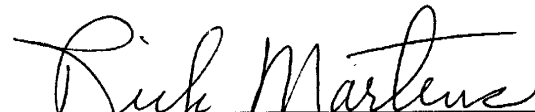
5 Student Persistence
Indicator Number and Name

Signatures of Certification

Rick Martens
Principal's Name
or Charter School Director's Name

Joseph Farley
Superintendent's Name

Katherine H. Smith
Board President's Name


Principal's Signature and Date
or Charter School Director's Signature and Date

Superintendent's Signature and Date

Board President's Signature and Date Approved

California Department of Education
Alternative Schools Accountability Model
Request for Indicator Change

CDE Use Only	
Date Received	
Date Approved	
Date Denied	
Reviewer	

School Information

03-66431-0105841
County-District-School (CDS) Code

Orange
County Name

Community Day School
School Name

Anaheim Union High School District
District Name

ASAM Coordinator

Judy Bright
Coordinator's Name

Coordinator, Testing & Evaluation
Title

714 999-3554
Area Code and Phone Number

bright_j@auhsd.us
E-mail Address

Effective School Year of Indicator Change
(specify)

2009-2010

Grade Range Served
(check all that apply)

- K-6
- 6-8
- 9-12

Current Indicators
(specify three)

6 Attendance
Indicator Number and Name

12 A/B Course Completion
Indicator Number and Name

13 A Credit Completion
Indicator Number and Name
9 Reading Achievement

Discontinued Indicator
(specify one)

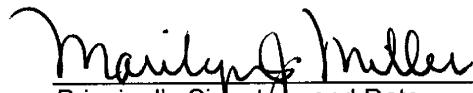
9 Reading Achievement
Indicator Number and Name

Replacement Indicator
(specify one)

5 Student Persistence
Indicator Number and Name

Signatures of Certification

Marilyn Miller
Principal's Name
or Charter School Director's Name


Principal's Signature and Date
or Charter School Director's Signature and Date

Joseph Farley
Superintendent's Name

Superintendent's Signature and Date

Katherine H. Smith
Board President's Name

Board President's Signature and Date Approved

**2009-2010 Quarterly Report on Williams Uniform Complaints
[Required by Education Code section 35186]**

District: Anaheim Union High School District

Person completing this form: Russell Lee-Sung

Title: Assistant Superintendent, Human Resources

- | | | |
|--|--------------------------------|---------------------------------------|
| <input checked="" type="checkbox"/> Quarter #1 | July 1 to September 30, 2009 | Report due by October 30, 2009 |
| <input type="checkbox"/> Quarter #2 | October 1 to December 31, 2009 | Report due by January 29, 2010 |
| <input type="checkbox"/> Quarter #3 | January 1 to March 31, 2010 | Report due by April 30, 2010 |
| <input type="checkbox"/> Quarter #4 | April 1 to June 30, 2010 | Report due by July 30, 2010 |

Date for information to be reported publicly at governing board meeting: October 15, 2009

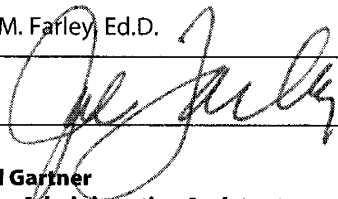
Please check the box that applies:

- No complaints were filed with any school in the district during the quarter indicated above.
- Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0		
Teacher Vacancy or Misassignment	0		
Facilities Conditions	0		
CAHSEE Intensive Instruction & Services (High school districts only. All other districts answer N/A)	0		
TOTALS	0		

Print name of Superintendent: Joseph M. Farley, Ed.D.

Signature of Superintendent: _____



Date: 10/5/09

Please submit to:

Karol Gartner
Senior Administrative Assistant
200 Kalmus Drive, B-1009
P.O. Box 9050, Costa Mesa, CA 92628-9050
(714) 966-4336 or fax to: (714) 549-2657

Disposal of Surplus Miscellaneous Furniture and Equipment

Quantity	Description
10	STUDENT DESKS
1	LEG LIFT MACHINE
1	WEIGHT GYM MACHINE
1	SHOULDER ARM LIFT MACHINE

Disposal of Obsolete Unreparable Computer Equipment

Quantity	Type of Equipment
40	COMPUTERS (CPU'S)
10	APPLE COMPUTERS
4	KEYBOARDS
21	MONITORS
7	NOTEBOOKS (LAPTOPS)
16	PRINTERS
1	PROJECTION SYSTEM
1	OVERHEAD PROJECTOR
1	TELEVISION
1	FAX MACHINE
1	SCANNER

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT

BOARD OF TRUSTEES MEETING 10/15/2009

FROM 09/15/2009 TO 10/05/2009

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
D64A0128	PROMAC IMAGE SYSTEMS	52,275.36	52,275.36	0120140027 4320	ANAHEIM/SCH ADM / OTHER OFFICE/MISC SUPPL
D64A0129	PROMAC IMAGE SYSTEMS	17,840.64	17,840.64	0140000010 4310	SOUTH/INSTR / INSTRUNCTIONAL MATL & SUPPLI
D64A0130	PROMAC IMAGE SYSTEMS	865.20	865.20	0113201836 4320	TRANS/TRN-RG/TRANS / OTHER OFFICE/MISC SUI
D64A0131	PROMAC IMAGE SYSTEMS	22,835.76	22,835.76	0123140027 4320	SA/SCH ADM/SCH ADM / OTHER OFFICE/MISC SUI
D64A0132	OCDE	3,500.00	3,500.00	0153399021 5805	TITLE II IMPR TCHR QUAL - ED / INSTRUNCTIONAL
D64A0133	REGENTS OF THE UNIV. CALIF, TH	9,680.00	9,680.00	0153399010 5805	TITLE II IMPR TCHR QUAL - ED / INSTRUNCTIONAL
D64A0134	PROMAC IMAGE SYSTEMS	10,248.00	10,248.00	0134140027 4320	WA/SCH ADM/SCH ADM / OTHER OFFICE/MISC SU
D64A0135	ADVANCED OFFICE SERVICES	2,140.20	1,631.25 508.95	0106106072 4320 0106106072 5880	BUSINESS/GENL ADM / OTHER OFFICE/MISC SUPH BUSINESS/GENL ADM / OTHER OPERATING EXPEI
D64A0136	SPEECH AND LANGUAGE	9,766.30	9,766.30	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
D64A0137	SPEECH AND LANGUAGE	73,410.28	73,410.28	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
D64A0138	ROSSIER PARK HIGH SCHOOL	1,921.00	1,921.00	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
D64A0139	ROSSIER PARK HIGH SCHOOL	9,222.60	9,222.60	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
D64A0140	SPEECH AND LANGUAGE	4,554.06	4,554.06	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
D64A0141	ACES	26,140.00	26,140.00	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
D64A0142	PROMAC IMAGE SYSTEMS	19,265.76	19,265.76	0131140027 4320	BR/SCH ADM/SCH ADM / OTHER OFFICE/MISC SUI
D64A0143	PROMAC IMAGE SYSTEMS	3,000.00	3,000.00	0107107072 4320	ACCTG /GENL ADM / OTHER OFFICE/MISC SUPPLI
D64A0144	PROMAC IMAGE SYSTEMS	7,135.92	7,135.92	0141140027 4320	GI WEST/SCH ADM/SCH ADM / OTHER OFFICE/MIS
D64A0145	PROMAC IMAGE SYSTEMS	1,884.00	1,884.00	0147257011 4310	SEVER HDPC/SE SEP CL/SEV / INSTRUNCTIONAL M
D64A0146	PROMAC IMAGE SYSTEMS	7,135.92	6,421.92 714.00	0132000027 4320 0132140027 4320	OR/SCHOOL ADMINISTRATION / OTHER OFFICE/A OR/SCH ADM/SCH ADM / OTHER OFFICE/MISC SU
D64A0147	PROMAC IMAGE SYSTEMS	2,472.00	2,472.00	0115115072 4320	EDUCATION/GENL ADM / OTHER OFFICE/MISC SU
D64A0148	HARLAND TECHNOLOGY SERVICES	1,801.59	1,801.59	0144140027 5610	LEX/SCH ADM/SCH ADM / REPAIRS/MAINT - O/S S
D64A0149	PROMAC IMAGE SYSTEMS	33,228.60	33,228.60	0128140027 4320	CY/SCH ADM/SCH ADM / OTHER OFFICE/MISC SU

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT

BOARD OF TRUSTEES MEETING 10/15/2009

FROM 09/15/2009 TO 10/05/2009

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
D64A0150	PROMAC IMAGE SYSTEMS	8,858.52	780.00	0161140027 4320	IND STUDY/SCHOOL ADMINISTRATIO / OTHER OI
			714.00	0168000010 4310	GI SOUTH/INSTR / INSTRUCTIONAL MATL & SUPP
			7,364.52	0168140027 4320	GI SOUTH/SCH ADM/SCH ADM / OTHER OFFICE/M
D64A0151	PROMAC IMAGE SYSTEMS	1,008.00	1,008.00	0119283039 4320	SYS/OTHER PUPIL / OTHER OFFICE/MISC SUPPLIE
D64A0152	PROMAC IMAGE SYSTEMS	832.80	832.80	0119283039 4320	SYS/OTHER PUPIL / OTHER OFFICE/MISC SUPPLIE
D64A0153	PROMAC IMAGE SYSTEMS	978.00	978.00	0172162021 4320	ADMIN/SAFETY/SUPV INSTR / OTHER OFFICE/MIS
D64A0154	PROMAC IMAGE SYSTEMS	20,614.56	20,614.56	0137140027 4320	SY/SCH ADM / OTHER OFFICE/MISC SUPPLIES
D64A0155	SOUTH COAST REPERTORY	1,383.00	1,383.00	0142004010 5880	OXFORD/ENGLISH/INSTR / OTHER OPERATING EX
D64A0156	CCIS	400.00	400.00	0161140027 5210	IND STUDY/SCHOOL ADMINISTRATIO / TRAVEL /
D64A0157	E SCHOOL SOLUTIONS	9,381.30	9,381.30	0104104072 5880	CERT HR/GENL ADM / OTHER OPERATING EXPEN
D64A0158	GARCIA, EDUARDO	640.00	640.00	0105105072 5810	CLASS HR/GENL ADM / NON-INSTRUCTIONAL PR
D64A0159	TREJO, JOHN	320.00	320.00	0105105072 5810	CLASS HR/GENL ADM / NON-INSTRUCTIONAL PR
D64A0160	PROMAC IMAGE SYSTEMS	19,476.00	19,476.00	0135140027 4320	DALE/SCH ADM/SCH ADM / OTHER OFFICE/MISC :
D64A0161	PROMAC IMAGE SYSTEMS	13,872.00	1,008.00	0122025040 4320	MA/ASB/ANCIL / OTHER OFFICE/MISC SUPPLIES
			12,864.00	0122140027 4320	MA/SCH ADM / OTHER OFFICE/MISC SUPPLIES
D64A0162	PROMAC IMAGE SYSTEMS	10,993.56	10,993.56	1181611027 4320	ADULT/SCH ADM / OTHER OFFICE/MISC SUPPLIES
D64A0163	PROMAC IMAGE SYSTEMS	21,383.28	4,740.00	0125000031 4320	KA/GUID / OTHER OFFICE/MISC SUPPLIES
			16,643.28	0125140027 4320	KA/SCH ADM/SCH ADM / OTHER OFFICE/MISC SU
D64C0060	MAILING PROS INC.	1,470.67	1,470.67	0118118072 5810	GRAPHICS/GENL ADM / NON-INSTRUCTIONAL PR
D64C0071	ALL COUNTY ENVIRONMENTAL INC.	4,490.00	4,490.00	0121240081 5610	WESTERN/POOL/MO / REPAIRS/MAINT - O/S SERV
D64C0073	PREFERRED PAVING COMPANY INC.	4,317.00	4,317.00	0140238081 5610	SOUTH/PAVING/MO / REPAIRS/MAINT - O/S SERVI
D64C0074	PREFERRED PAVING COMPANY INC.	3,595.00	3,595.00	0131238081 5610	BR/PAVING/MO / REPAIRS/MAINT - O/S SERVICES
D64C0075	LA HABRA FENCE CO INC	5,088.00	5,088.00	0131232081 5610	BR/FENCE/MO / REPAIRS/MAINT - O/S SERVICES
D64C0078	FYDAQ COMPANY INC	14,900.00	14,900.00	2124733081 5610	LO/GENL FAC/MOD / REPAIRS/MAINT - O/S SERVI
D64C0079	GOLDEN STATE PAVING CO INC	8,275.00	1,450.00	2521717087 5610	WE/PORABLE/RENT LEASE / REPAIRS/MAINT - O

ANAHEIM UHSD
PURCHASE ORDER DETAIL REPORT
 BOARD OF TRUSTEES MEETING 10/15/2009

FROM 09/15/2009 TO 10/05/2009

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
D64C0079	*** CONTINUED ***				
D64C0081	VERDIN CONCRETE	20,750.00	20,750.00	2124733081 5610	LO/GENL FAC/MOD / REPAIRS/MAINT - O/S SERVI
D64C0084	EZ LINE STRIPING CORPORATION	3,059.14	3,059.14	2124733081 5610	LO/GENL FAC/MOD / REPAIRS/MAINT - O/S SERVI
D64C0086	VQS ENTERPRISES INC.	1,785.68	1,785.68	0118118072 5810	GRAPHICS/GENL ADM / NON-INSTRUCTIONAL PR
D64C0087	E.G. AIRE HEATING AND AIR COND	240.00	240.00	0100906081 5610	ITT BUILDING/M & O / REPAIRS/MAINT - O/S SER
D64C0093	ANDERSON AIR CONDITIONING L.P.	23,900.00	23,900.00	0100906081 5610	ITT BUILDING/M & O / REPAIRS/MAINT - O/S SER
D64C0094	LA HABRA FENCE CO INC	63,355.00	63,355.00	0120232081 5610	MAINT-FENCE/MO / REPAIRS/MAINT - O/S SERVIC
D64C0095	MONTGOMERY HARDWARE CO.	11,874.62	11,874.62	0120230081 5610	ANAHEIM/GENERAL/MO / REPAIRS/MAINT - O/S S
D64C0096	ABE'S PLUMBING	1,550.00	1,550.00	0137239081 5610	SY/PLUMB/MO / REPAIRS/MAINT - O/S SERVICES
D64C0097	DHK PLUMBING AND PIPING	2,000.00	2,000.00	0135239081 5610	DALE/PLUMB/MO / REPAIRS/MAINT - O/S SERVICI
D64C0098	CASE AND SONS CONSTRUCTION INC	6,900.00	6,900.00	0120237081 5610	ANAHEIM/PAINT/MO / REPAIRS/MAINT - O/S SERV
D64C0099	JART DIRECT MAIL SERVICE	2,562.90	2,562.90	0118118072 5810	GRAPHICS/GENL ADM / NON-INSTRUCTIONAL PR
D64C0101	ALVARADO PAINTING, A	6,985.00	6,985.00	0120237081 5610	ANAHEIM/PAINT/MO / REPAIRS/MAINT - O/S SERV
D64C0102	THOMAS M. MEZA COMPANY	6,910.00	6,910.00	0120230081 5610	ANAHEIM/GENERAL/MO / REPAIRS/MAINT - O/S S
D64C0103	CRYSTAL GLASS AND MIRROR	3,122.00	3,122.00	0120234081 5610	ANAHEIM/GLASS/MO / REPAIRS/MAINT - O/S SER
D64C0105	ALVARADO PAINTING, A	4,135.00	4,135.00	0120237081 5610	ANAHEIM/PAINT/MO / REPAIRS/MAINT - O/S SERV
D64R0455	GIANNELLI ELECTRIC INC.	9,396.00	9,396.00	2140733081 5610	SO/GENL FAC/MOD / REPAIRS/MAINT - O/S SERVI
D64R0456	CCIS	55.00	55.00	1181611027 5310	ADULT/SCH ADM / DUES AND MEMBERSHIPS
D64R0457	SALDIVAR, SYLVIA	165.00	165.00	0121177072 5230	RISK MANAGEMENT/GENERAL ADMIN / REIMBU
D64R0458	YAGER, SHARON	125.00	125.00	0122177072 5230	RISK MANAGEMENT/OTHER GEN ADMN / REIMBI
D64R0459	ALKIRE BREWER, JEANNIE	500.00	500.00	0128177072 5230	RISK MANAGEMENT/OTHER / REIMBURSABLE EX

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT

BOARD OF TRUSTEES MEETING 10/15/2009

FROM 09/15/2009 TO 10/05/2009

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
D64R0460	ACSA'S FOUNDATION FOR EDUC. AD	600.00	600.00	1181610727 5210	ESL/CITIZENSHIP/SCH ADM / TRAVEL AND CONF
D64R0461	MEDCO SPORTS MEDICINE	1,484.48	1,484.48	0120028040 4320	AN/ATHLET/ANCILLARY / OTHER OFFICE/MISC SI
D64R0462	TRI CITIES REFRIGERATION	261.12	261.12	0128140027 5610	CY/SCH ADM/SCH ADM / REPAIRS/MAINT - O/S SE
D64R0463	CROWN CLEANERS	438.00	438.00	0121007081 5560	WE/INSTR MUSIC/M&O / LAUNDRY
D64R0464	GOV CONNECTION	1,464.71	1,464.71	0113201836 4320	TRANS/TRN-RG/TRANS / OTHER OFFICE/MISC SUJ
D64R0465	OFFICE DEPOT	106.80	106.80	0172162021 4320	ADMIN/SAFETY/SUPV INSTR / OTHER OFFICE/MIS
D64R0466	OFFICE DEPOT	119.52	119.52	0123140027 4320	SA/SCH ADM/SCH ADM / OTHER OFFICE/MISC SUJ
D64R0467	MONTEON ELECTRIC	4,520.00	4,520.00	0150231081 5610	ADMIN/ELECTRIC/MO / REPAIRS/MAINT - O/S SER
D64R0468	CALIFORNIA INTERSCHOLASTIC	1,440.81	1,440.81	0123025040 5310	SA/ASB/ANCIL / DUES AND MEMBERSHIPS
D64R0469	LA HABRA FENCE CO INC	894.00	894.00	0120232081 5610	MAINT-FENCE/MO / REPAIRS/MAINT - O/S SERVIC
D64R0470	OFFICEMAX INCORPORATED	121.82	121.82	0144140027 4320	LEX/SCH ADM/SCH ADM / OTHER OFFICE/MISC SI
D64R0471	SCHOOL SAVERS	5,224.55	293.59	0121592510 4310	WE/COLLEGE PARK/INSTR / INSTRUCIONAL MA
			4,930.96	0121592510 4410	WE/COLLEGE PARK/INSTR / EQUIPMENT - NON-C.
D64R0472	PERLMUTTER PURCHASING POWER	216.41	216.41	0134261012 4310	SE RES SP(RSP)/SE RES SP/NSEV / INSTRUCIONAL
D64R0473	HAAAN CRAFTS CORP	321.78	321.78	0144013010 4310	LEX/HECT/INSTR / INSTRUCIONAL MATL & SUP
D64R0474	M.P. SOUTH INC	24,765.00	24,765.00	0120238081 5610	ANAHEIM/PAVING/MO / REPAIRS/MAINT - O/S SEI
D64R0475	ACSA'S FOUNDATION FOR EDUC. AD	7,150.00	1,430.00	0102102071 5210	SUPT/BRD SUPT / TRAVEL AND CONFERENCE
			1,430.00	0104104072 5310	CERT HR/GENL ADM / DUES AND MEMBERSHIPS
			1,430.00	0106106072 5310	BUSINESS/GENL ADM / DUES AND MEMBERSHIPS
			1,430.00	0115115072 5310	EDUCATION/GENL ADM / DUES AND MEMBERSH
			1,430.00	0156156072 5310	FACILITIES/GENL ADM / DUES AND MEMBERSHII
D64R0476	OFFICE DEPOT	106.55	106.55	0144140027 4320	LEX/SCH ADM/SCH ADM / OTHER OFFICE/MISC SI
D64R0477	SEHI COMPUTER PRODUCTS	892.84	892.84	0144002010 4310	LEX/BUS ED/INSTR / INSTRUCIONAL MATL & SU
D64R0478	SEHI COMPUTER PRODUCTS	119.63	119.63	0144140027 4320	LEX/SCH ADM/SCH ADM / OTHER OFFICE/MISC SI
D64R0479	SUPPLYMASTER	65.25	65.25	0144054040 4310	LEX/AFTSCHL/ANCIL / INSTRUCIONAL MATL &

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 10/15/2009

FROM 09/15/2009 TO 10/05/2009

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
D64R0480	DAY WIRELESS SYSTEMS	676.32	338.16	0131027010 4310	BR/PHYS ED/INSTR / INSTRUCTIONAL MATL & SUPPLIES
D64R0482	PERLMUTTER PURCHASING POWER	1,111.43	1,111.43	0125381010 4310	LEARN HDCP S/SE SEP CL/NSEV / INSTRUCTIONAL MATL & SUPPLIES
D64R0483	GOV CONNECTION	139.49	139.49	0124000031 4320	KA/ECIA1/INSTR / INSTRUCTIONAL MATL & SUPPLIES
D64R0484	GOV CONNECTION	732.37	732.37	0153393021 4320	LOARA/GUID / OTHER OFFICE/MISC SUPPLIES
D64R0485	IMAGING SYSTEMS INC.	432.80	432.80	0107107072 4320	SP PR ADM/VEA-2B/SUPV INST / OTHER OFFICE/MISC SUPPLIES
D64R0486	HP DIRECT	1,848.75	1,848.75	0120405010 4310	ACCTG / GENL ADM / OTHER OFFICE/MISC SUPPLIES
D64R0487	J AND A FENCE	2,500.00	2,500.00	2124733081 5610	TRANSP GRANT/INSTR / INSTRUCTIONAL MATL & SUPPLIES
D64R0488	LA HABRA FENCE CO INC	9,964.00	9,964.00	2120733085 6126	LO/GENL FAC/MOD / REPAIRS/MAINT - O/S SERVICE
D64R0489	LYNN CAPOUYA INC	12,020.00	12,020.00	2120733085 6212	ANA - GENL/FAC ACQ / SITE IMPR FENCE/BKSTOFF
D64R0490	WEST SHIELD ADOLESCENT SERVICE	3,264.91	3,264.91	0119283036 5870	ANA - GENL/FAC ACQ / PLANNING - ARCHITECTURE
D64R0491	QUALITY CONCRETE FLOOR LEVELING	22,973.00	22,973.00	1427702181 5610	SYS/TRANS / PUPIL TRANSPORTATION
D64R0492	MONTEON ELECTRIC	1,650.00	1,650.00	0150231081 5610	KE/FLOORING/M&O / REPAIRS/MAINT - O/S SERVICE
D64R0493	GIANNELLI ELECTRIC INC.	38,351.80	38,351.80	1420701681 5610	ADMIN/ELECTRIC/MO / REPAIRS/MAINT - O/S SERVICE
D64R0494	ABE'S PLUMBING	2,275.00	2,275.00	0124222081 5610	AN/ELECTRIC/M&O / REPAIRS/MAINT - O/S SERVICE
D64R0495	M.P. SOUTH INC	14,960.00	14,960.00	0120230081 5610	OPERATIONS - GROUNDS / REPAIRS/MAINT - O/S SERVICE
D64R0496	DEMO PLUS	2,250.00	2,250.00	0123230081 5610	ANAHEIM/GENERAL/MO / REPAIRS/MAINT - O/S SERVICE
D64R0497	NATIONAL SCIENCE TEACHERS ASSO	16,120.40	16,120.40	0100371121 5805	SA/GENERAL/MO / REPAIRS/MAINT - O/S SERVICE
D64R0498	STONE ELECTRIC INC	1,620.38	1,620.38	0144231081 5610	CaMSP/OCDE/INSTR SUPERVISION / INSTRUCTION
D64R0499	HEUER PUBLISHING CO.	217.08	217.08	0140006010 4310	LEX/ELECTRIC/MO / REPAIRS/MAINT - O/S SERVICE
D64R0500	PASTUSAK PLUMBING	15,770.00	15,770.00	1422701181 5610	SOUTH/THEATER/INSTR / INSTRUCTIONAL MATL & SUPPLIES
D64R0501	STAPLES ADVANTAGE	293.61	293.61	0119283039 4320	DEF MAINT/GROUNDS / REPAIRS/MAINT - O/S SERVICE
D64R0502	SEHI COMPUTER PRODUCTS	201.19	201.19	0123000010 4310	SYS/OTHER PUPIL / OTHER OFFICE/MISC SUPPLIES
D64R0503	SCHOOL NEWSPAPERS ONLINE	652.50	652.50	0137381010 5880	SA/INSTR / INSTRUCTIONAL MATL & SUPPLIES

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 10/15/2009

FROM 09/15/2009 TO 10/05/2009

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
D64R0505	READING FOR THE BLIND AND DEAF	500.00	500.00	0119283039 4315	SYS/OTHER PUPIL / LIBRARY/MEDIA/TECH SUPPL
D64R0506	WEST SHIELD ADOLESCENT SERVICE	2,557.42	2,557.42	0119283036 5870	SYS/TRANS / PUPIL TRANSPORTATION
D64R0507	BROOKS INSTALLATIONS	3,500.00	1,750.00	0123230081 5610	SA/GENERAL/MO / REPAIRS/MAINT - O/S SERVICE
			1,750.00	0127230081 5610	KE/GENERAL/MO / REPAIRS/MAINT - O/S SERVICE
D64R0508	SOUTH COAST AIR QUALITY	684.59	402.21	0127230081 5880	KE/GENERAL/MO / OTHER OPERATING EXPENSES
			282.38	0150230081 5880	ADMIN/GENERAL/MO / OTHER OPERATING EXPEI
D64R0509	APPLE TEXTBOOKS	2,573.40	2,573.40	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE AI
D64R0510	PRINGLES DRAPERIES AND BLINDS	6,511.39	6,511.39	0120234081 5610	ANAHEIM/GLASS/MO / REPAIRS/MAINT - O/S SER
D64R0511	ALVARADO PAINTING, A	1,425.00	775.00	0125237081 5610	KA/PAINT/MO / REPAIRS/MAINT - O/S SERVICES
			650.00	0137237081 5610	SY/PAINT/MO / REPAIRS/MAINT - O/S SERVICES
D64R0512	FOLLETT EDUCATIONAL SERVICES	4,281.65	4,281.65	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE AI
D64R0513	PEARSON EDUCATION	25,603.94	25,603.94	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE AI
D64R0514	MC MAHAN BUSINESS INTERIORS	1,224.42	1,224.42	0144230081 4310	LEX/GENERAL/MO / INSTRUCTIONAL MATL & SU
D64R0515	CHANCE THEATER, THE	267.84	267.84	0100970000 8650	COMMUNITY SERVICE/NA / LEASES AND RENTAI
D64R0516	PEARSON EDUCATION	1,781.96	1,781.96	0163379021 4310	TITLE IIIA / LIMITED ENG PROG / INSTRUCTIONAL
D64R0517	RILEY'S FARM	840.00	840.00	0140037010 5880	SOUTH/SOC SCI/INSTR / OTHER OPERATING EXPE
D64R0518	GUNTHERS ATHLETIC SERVICE	7,062.24	7,062.24	0122028010 4310	MA/ATHLET/INSTR / INSTRUCTIONAL MATL & SU
D64R0519	PIONEER CHEMICAL CO	777.57	777.57	0122131081 4347	MA/CUSTODIAL/MO / OPERATIONS SUPPLIES - MI
D64R0520	PACIFIC NORTHWEST PUBLISHING	3,437.78	3,437.78	0131381510 4310	BR/ECIA I-PROF DEVELOP/INSTR / INSTRUCTIONA/
D64R0521	ACCREDITING COMMISSION FOR	750.00	750.00	0115115072 5880	EDUCATION/GENL ADM / OTHER OPERATING EXI
D64R0522	NATIONWIDE SCREENPRINT AND EMI	765.60	765.60	0137000010 4310	SY/INSTR / INSTRUCTIONAL MATL & SUPPLIES
D64R0523	GOV CONNECTION	157.88	157.88	0112112072 4320	PURCHASING/GENL ADM / OTHER OFFICE/MISC S
D64R0524	FLINN SCIENTIFIC FOUNDATION	458.32	458.32	0123000010 4310	SA/INSTR / INSTRUCTIONAL MATL & SUPPLIES
D64R0525	CAROLINA BIOLOGICAL SUPPLY CO.	399.78	399.78	0123000010 4310	SA/INSTR / INSTRUCTIONAL MATL & SUPPLIES
D64R0526	HARMONY ONLINE	208.47	208.47	0131025040 4310	BR/ASB/ANCIL / INSTRUCTIONAL MATL & SUPPLI

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT

BOARD OF TRUSTEES MEETING 10/15/2009

FROM 09/15/2009 TO 10/05/2009

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
D64R0527	BORDERS EXPRESS #0435	349.89	349.89	0131381510 4310	BR/ECIA I-PROF DEVELOP/INSTR / INSTRUCTION/
D64R0528	LAKESHORE CURRICULUM MATERIA	228.94	228.94	0119283011 4310	SYS/INSTR / INSTRUCTIONAL MATL & SUPPLIES
D64R0529	NATIONAL ACADEMIES PRESS, THE	605.60	605.60	0119283011 4210	SYS/INSTR / BOOKS AND REFERENCE MATERIAL
D64R0530	IDMS INC.	199.82	199.82	0107107072 4320	ACCTG /GENL ADM / OTHER OFFICE/MISC SUPPLI
D64R0531	GREAT AMERICAN BUSINESS PROD.	437.59	437.59	0127140027 4320	KE/SCH ADM / OTHER OFFICE/MISC SUPPLIES
D64R0532	PERLMUTTER PURCHASING POWER	941.78	941.78	0125456010 4310	KA/EIALEP/INSTR / INSTRUCTIONAL MATL & SUF
D64R0533	TEACHERS COLLEGE PRESS	1,143.03	1,143.03	1181610710 4310	ESL CITIZENSHIP/INSTR / INSTRUCTIONAL MATL
D64R0534	MAILING PROS INC.	2,195.19	2,195.19	0118118072 5810	GRAPHICS/GENL ADM / NON-INSTRUCTIONAL PR
D64R0535	LIBRARY STORE, THE	242.76	242.76	0132001024 4315	LIBRARY / LIBRARY/MEDIA/TECH SUPPLIES
D64R0536	PEOPLES EDUCATION	30,009.42	30,009.42	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE AI
D64R0539	F.M. THOMAS AIR CONDITIONING I	4,486.01	4,486.01	0120235081 5610	ANAHEIM/HVAC/MO / REPAIRS/MAINT - O/S SERV
D64R0540	LARSON, CATHY	1,383.00	1,383.00	0142004010 5880	OXFORD/ENGLISH/INSTR / OTHER OPERATING EX
D64R0541	PYRAMID EDUCATIONAL PRODUCTS I	2,370.00	2,370.00	0119342021 5210	SE ARRA BASIC LOCAL ASSISTANCE / TRAVEL AJ
D64R0543	CCIS	295.00	295.00	1181610727 5210	ESL/CITIZENSHIP/SCH ADM / TRAVEL AND CONFJ
D64R0544	CCIS	295.00	295.00	1181610727 5210	ESL/CITIZENSHIP/SCH ADM / TRAVEL AND CONFJ
D64R0545	COASTAL ENTERPRISES	2,433.81	2,433.81	0127027010 4310	KE/PHYS ED/INSTR / INSTRUCTIONAL MATL & SU
D64R0546	F.M. THOMAS AIR CONDITIONING I	5,017.59	580.50	0120235081 5610	ANAHEIM/HVAC/MO / REPAIRS/MAINT - O/S SERV
D64R0547	CLASS LEASING INC	2,750.00	4,437.09	0124235081 5610	LOARA/HVAC/MO / REPAIRS/MAINT - O/S SERVIC.
D64R0548	CRYSTAL GLASS AND MIRROR	2,474.00	2,750.00	0121234081 5610	WESTERN/GLASS/MO / REPAIRS/MAINT - O/S SER'
D64R0549	RICE UNIVERSITY	1,330.00	2,474.00	0127234081 5610	KE/GLASS/MO / REPAIRS/MAINT - O/S SERVICES
D64R0550	ALL COUNTY ENVIRONMENTAL INC.	3,260.00	1,330.00	0127161010 5210	KE/GATE-IB/INSTR / TRAVEL AND CONFERENCE
D64R0551	ALL COUNTY ENVIRONMENTAL INC.	1,875.00	3,260.00	0131230081 5610	BR/GENERAL/MO / REPAIRS/MAINT - O/S SERVICE
D64R0552	COUNTY OF VENTURA	3,940.10	1,875.00	0120230081 5610	ANAHEIM/GENERAL/MO / REPAIRS/MAINT - O/S S
		3,940.10	3,940.10	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT

BOARD OF TRUSTEES MEETING 10/15/2009

FROM 09/15/2009 TO 10/05/2009

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
D64R0553	IRONWOOD PLUMBING INC.	120.00	120.00	0127239081 5610	KE/PLUMB/MO / REPAIRS/MAINT - O/S SERVICES
D64R0554	SPEECH BIN, THE	108.51	108.51	0119271519 4310	SPEECH & LANG/SE OTHER/NSEV / INSTRUCTION
D64R0555	SEVEN ELK RANCH DESIGN INC.	825.00	825.00	0120222081 5610	OPERATIONS - GROUNDS / REPAIRS/MAINT - O/S
D64R0556	ACCREDITING COMMISSION FOR	163.13	163.13	0146163027 4320	CDS/SCHOOL ADMIN / OTHER OFFICE/MISC SUPP
D64R0557	MEGA GLASS AND MIRROR	4,837.60	4,837.60	0100906081 5610	ITT BUILDING/M & O / REPAIRS/MAINT - O/S SER
D64R0558	ENCORP	1,207.50	1,207.50	0121230081 5610	WESTERN/GENERAL/MO / REPAIRS/MAINT - O/S S
D64R0559	OCDE	3,200.00	3,200.00	0163445010 5210	ENG LANG/AVID/INSTRUCTION / TRAVEL AND C
D64R0560	NEFF COMPANY	1,423.57	1,423.57	0120028040 4310	AN/ATHLET/ANCILLARY / INSTRUCTIONAL MATI
D64R0561	GENERAL BINDING CORPORATION	297.00	297.00	0141140027 5610	GI WEST/SCH ADM/SCH ADM / REPAIRS/MAINT - C
D64R0562	ORGANIZED SPORTS INC	1,081.52	1,081.52	0134027010 4310	WA/PHYS ED/INSTR / INSTRUCTIONAL MATL & SI
D64R0563	WILLIAM V. MACGILL AND COMPANY	7,535.62	7,535.62	0119342011 4410	SE ARRA LOCAL ASSISTANCE / EQUIPMENT - NOI
D64R0564	RIDDELL ALL AMERICAN	2,045.58	2,045.58	0120028081 5560	ANAHEIM/ATHLETIC/FIELDMN SUPP / LAUNDRY
D64R0565	PERLMUTTER PURCHASING POWER	180.86	180.86	0121024010 4310	WESTERN/MATH/INSTR / INSTRUCTIONAL MATL
D64R0566	U S POST OFFICE	339.30	339.30	0121140027 5910	WESTERN/SCH ADM/SCH ADM / MAILING COSTS
D64R0567	PEARSON EDUCATION	116.75	116.75	0128000010 4110	CY/INSTR / APPROVED TEXTS/CORE CURR MATL
D64R0568	FOLLETT EDUCATIONAL SERVICES	3,454.50	3,454.50	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE AI
D64R0569	FORD DRYCLEANERS AND LAUNDRY	143.00	143.00	0137000081 5560	SY/MO / LAUNDRY
D64R0570	CHENG AND TSUI COMPANY	936.35	936.35	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE AI
D64R0571	SLOSSON EDUCATIONAL PUBLICATIO	108.06	108.06	0119283232 4310	SYS/PSYCH / INSTRUCTIONAL MATL & SUPPLIES
D64R0572	POWER PLUS	24,195.00	24,195.00	0100906081 5620	ITT BUILDING/M & O / RENTALS/OPERATING LEA
D64R0573	CENGAGE LEARNING	4,704.88	4,704.88	0121002010 4310	WESTERN/BUS ED/INSTR / INSTRUCTIONAL MATI
D64R0574	ORANGE LEAGUE	1,550.00	1,550.00	0122028010 5310	MA/ATHLET/INSTR / DUES AND MEMBERSHIPS
D64R0575	NCS PEARSON INC.	164.54	164.54	0119283232 4310	SYS/PSYCH / INSTRUCTIONAL MATL & SUPPLIES
D64R0576	PRO ED INC.	130.63	130.63	0119283232 4310	SYS/PSYCH / INSTRUCTIONAL MATL & SUPPLIES

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT

BOARD OF TRUSTEES MEETING 10/15/2009

FROM 09/15/2009 TO 10/05/2009

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
D64R0577	THINKING MAPS INC.	4,453.13	4,453.13	0121456010 4310	WESTERN/EIALEP/INSTR / INSTRUCTIONAL MATI
D64R0578	IBNA	9,600.00	9,600.00	0124161010 5310	LO/GATE-JB/INSTR / DUES AND MEMBERSHIPS
D64R0579	IBNA	9,516.00	9,516.00	0127161010 5310	KE/GATE-JB/INSTR / DUES AND MEMBERSHIPS
D64R0580	SEHI COMPUTER PRODUCTS	673.13	673.13	0135027010 4320	DALE/PHYS ED/INSTR / OTHER OFFICE/MISC SUPI
D64R0581	MEDCO SPORTS MEDICINE	1,548.55	1,548.55	0123028010 4310	SA/ATHLET/INSTR / INSTRUCTIONAL MATL & SUJ
D64R0582	WESTED	5,382.34	5,382.34	0163379021 4310	TITLE IIIA / LIMITED ENG PROG / INSTRUCTIONAL
D64R0583	BLICK ART MATERIALS	901.90	901.90	0120005010 4310	ANAHEIM/ART/INSTR / INSTRUCTIONAL MATL &
D64R0584	LRP PUBLICATIONS	356.73	84.79	0119342011 4210	SE ARR LOCAL ASSISTANCE / BOOKS AND REF
			271.94	0119342011 4320	SE ARR LOCAL ASSISTANCE / OTHER OFFICE/M
D64R0585	BORDERS EXPRESS #0435	256.55	256.55	0137456010 4310	SY/EIALEP/INSTR / INSTRUCTIONAL MATL & SUP
D64R0586	FOLLETT EDUCATIONAL SERVICES	1,588.84	1,588.84	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE AI
D64R0587	PEARSON EDUCATION	1,317.45	1,317.45	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE AI
D64R0588	AMAC VIOLINS	380.00	380.00	0115916040 5610	BAND SPECTACULAR/ANCIL / REPAIRS/MAINT - C
D64S0069	GALE SUPPLY CO	269.70	269.70	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
D64S0070	B AND K ELECTRIC WHOLESALE	456.75	456.75	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
D64S0071	PIONEER STATIONERS INC	1,860.28	1,860.28	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
D64S0072	SOUTHWEST SCHOOL AND OFFICE SU	316.46	316.46	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
D64S0073	STAPLES ADVANTAGE	1,401.49	1,401.49	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
D64S0074	SCHOOL SPECIALTY INC	309.02	309.02	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
D64S0075	UNISOURCE	22,243.73	22,243.73	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
D64S0076	ACORN MEDIA	1,402.88	1,402.88	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
D64S0077	PIONEER CHEMICAL CO	2,354.22	2,354.22	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
D64S0078	AMERICAN MEDICAL AND HOSPITAL	684.15	684.15	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
D64S0079	SUPPLYMASTER	2,067.12	2,067.12	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 10/15/2009

FROM 09/15/2009 TO 10/05/2009

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
D64S0080	VERNON SANITATION SUPPLY INC	645.19	645.19	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
D64T0058	HP DIRECT	68,285.65	5,768.10 27,649.73 3,861.00 31,006.82	0108527010 4310 0108527010 4410 0108527010 5610 0108527010 6410	MICROSOFT SETTLEMENT / INSTRUCTIONAL MA MICROSOFT SETTLEMENT / EQUIPMENT - NON-C, MICROSOFT SETTLEMENT / REPAIRS/MAINT - O/S MICROSOFT SETTLEMENT / TECHNOLOGY - COM
D64T0059	TROXELL COMMUNICATIONS INC	564.41	564.41	0124000010 4410	LOARA/INSTR / EQUIPMENT - NON-CAPITALIZED
D64T0060	APPLE INC	6,974.59	357.16 1,737.83 199.00 4,680.60	0108108077 4210 0108108077 4410 0108108077 5610 0108108077 6490	INFO SYSTEM/DP / BOOKS AND REFERENCE MAT INFO SYSTEM/DP / EQUIPMENT - NON-CAPITALIZ INFO SYSTEM/DP / REPAIRS/MAINT - O/S SERVICE INFO SYSTEM/DP / EQUIPMENT - OTHER
D64T0061	SEHI COMPUTER PRODUCTS	13,203.94	11,273.63 1,930.31	0140380510 4310 0140380510 4410	SO/TITLE I ARRA/INSTR / INSTRUCTIONAL MATL SO/TITLE I ARRA/INSTR / EQUIPMENT - NON-CAPI
D64T0062	HP DIRECT	3,231.75	3,231.75	0140380510 4310	SO/TITLE I ARRA/INSTR / INSTRUCTIONAL MATL
D64T0063	KAGAN COOPERATIVE LEARNING	270.79	270.79	0140380510 4309	SO/TITLE I ARRA/INSTR / INSTRUCTIONAL MATL
D64T0064	APPLE INC	6,992.17	6,992.17	0108108077 4410	INFO SYSTEM/DP / EQUIPMENT - NON-CAPITALIZ
D64T0065	SEHI COMPUTER PRODUCTS	2,109.07	501.74 1,607.33	0119342011 4320 0119342011 4410	SE ARRA LOCAL ASSISTANCE / OTHER OFFICE/M, SE ARRA LOCAL ASSISTANCE / EQUIPMENT - NOI
D64T0066	IPARADIGMS	3,179.75	3,179.75	0121004010 5880	WESTERN/ENGLISH/INSTR / OTHER OPERATING E
D64T0067	TROXELL COMMUNICATIONS INC	2,257.66	1,128.83 1,128.83	0125381010 4410 0125456010 4410	KA/E CIA I/INSTR / EQUIPMENT - NON-CAPITALIZE KA/EIALEP/INSTR / EQUIPMENT - NON-CAPITALIZ
D64T0068	TROXELL COMMUNICATIONS INC	2,301.16	1,150.58 1,150.58	0125381010 4410 0125456010 4410	KA/E CIA I/INSTR / EQUIPMENT - NON-CAPITALIZE KA/EIALEP/INSTR / EQUIPMENT - NON-CAPITALIZ
D64T0069	SEHI COMPUTER PRODUCTS	489.38	489.38	0140002010 4310	SOUTH/BUS ED/INSTR / INSTRUCTIONAL MATL &
D64T0070	SEHI COMPUTER PRODUCTS	2,566.50	1,283.25 1,283.25	0125381010 4310 0125456010 4310	KA/E CIA I/INSTR / INSTRUCTIONAL MATL & SUPP KA/EIALEP/INSTR / INSTRUCTIONAL MATL & SUF
D64X0448	GUNTHERS ATHLETIC SERVICE	1,000.00	1,000.00	0123028081 5560	SAVANNA/A THLETICS/MAINT / LAUNDRY
D64X0449	LAGUNA CLAY CO.	2,000.00	2,000.00	0123005010 4310	SA/ART/INSTR / INSTRUCTIONAL MATL & SUPPLI

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT

BOARD OF TRUSTEES MEETING 10/15/2009

FROM 09/15/2009 TO 10/05/2009

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
D64X0450	TRANSPORTATION CHARTER SVCS. I	9,995.00	9,995.00	0113201836 5620	TRANS/TRN-RG/TRANS / RENTALS/OPERATING LI
D64X0451	ART SUPPLY WAREHOUSE	1,000.00	1,000.00	0122005010 4310	MA/ART/INSTR / INSTRUCTIONAL MATL & SUPPL
D64X0452	GUNTERS ATHLETIC SERVICE	3,000.00	3,000.00	0122028010 5560	MA/ATHLET/INSTR / LAUNDRY
D64X0453	AARDVARK CLAY AND SUPPLIES INC	1,000.00	1,000.00	0122005010 4310	MA/ART/INSTR / INSTRUCTIONAL MATL & SUPPL
D64X0454	REEL LUMBER SERVICE	1,000.00	1,000.00	0127017010 4310	KE/INDUS TECH/INSTR / INSTRUCTIONAL MATL &
D64X0455	U S POST OFFICE	3,000.00	3,000.00	0137000027 5910	SY/SCHOOL ADMINISTRATION / MAILING COSTS
D64X0456	ART SUPPLY WAREHOUSE	3,000.00	3,000.00	0127005010 4310	KE/ART/INSTR / INSTRUCTIONAL MATL & SUPPLI
D64X0457	PARACLETE FIRE	3,000.00	500.00	0124230081 5610	LOARA/GENERAL/MO / REPAIRS/MAINT - O/S SER
			500.00	0125230081 5610	KA/GENERAL/MO / REPAIRS/MAINT - O/S SERVICI
			500.00	0128230081 5610	CY/GENERAL/MO / REPAIRS/MAINT - O/S SERVICI
			500.00	0132230081 5610	OR/GENERAL/MO / REPAIRS/MAINT - O/S SERVICI
			500.00	0144230081 5610	LEX/GENERAL/MO / REPAIRS/MAINT - O/S SERVICI
			500.00	0150230081 5610	ADMIN/GENERAL/MO / REPAIRS/MAINT - O/S SER
D64X0458	BUS WEST	20,000.00	20,000.00	0113201836 5610	TRANS/TRN-RG/TRANS / REPAIRS/MAINT - O/S SE
	Fund 01 Total	1,094,277.10			
	Fund 11 Total:	13,381.59			
	Fund 14 Total:	77,094.80			
	Fund 21 Total:	72,589.14			
	Fund 25 Total	8,275.00			
	Total Amount of Purchase Orders:	1,265,617.63			

Purchase Orders - Detail

Anaheim School Dist/Food Services

10/6/2009 7:39:55 AM

Vendor Name	PO Number	P.O. Date	Date Needed	Customer Account No.	Use Vendor Numbers
ACORN MEDIA	23881	9/1/2009	9/1/2009	4300	<input type="checkbox"/>

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
1	1	Inv 00027108	Illustrator CS4 Win/CD/DVD	\$257.74	\$257.74
				Sales Tax:	\$0.00
				P.O. Total:	\$257.74
				Vendor Total:	\$257.74

CHEFS TOYS	23887	9/4/2009	9/22/2009	4300	<input type="checkbox"/>
-------------------	--------------	-----------------	------------------	-------------	--------------------------

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
1	1	Inv 1110164	Drink Box cover	\$315.91	\$315.91
				Sales Tax:	\$0.00
				P.O. Total:	\$315.91
				Vendor Total:	\$315.91

OFFICE DEPOT BUSINESS SERVICES	23884	9/2/2009	9/2/2009	4300	<input type="checkbox"/>
---------------------------------------	--------------	-----------------	-----------------	-------------	--------------------------

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
1	1	Inv 48722235	Box, Cash, Security	\$108.70	\$108.70
1	1	Inv 48722235	Badge, Cardreel	\$217.23	\$217.23
				Sales Tax:	\$0.00
				P.O. Total:	\$325.93
				Vendor Total:	\$325.93

HARRIS	23870	9/11/2009	9/11/2009	4300	<input type="checkbox"/>
---------------	--------------	------------------	------------------	-------------	--------------------------

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
1	1	Inv XT00000C	30 TiPRO Y Cables, Pin Pan/Bar Code Cable	\$1,155.82	\$1,155.82
				Sales Tax:	\$0.00
				P.O. Total:	\$1,155.82
				Vendor Total:	\$1,155.82

Show all data where the Order Date is between 9/1/2009 and 9/14/2009

Purchase Orders - Detail

Anaheim School Dist/Food Services

10/6/2009 7:40:16 AM

Vendor Name	PO Number	P.O. Date	Date Needed	Customer Account No.	Use Vendor Numbers
SEHI-PROCOMP COMPUTER PRODUCTS	23882	9/18/2009	9/18/2009	4300	<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
1	1	Inv I00039321	Connectport TS W MEI 2Port WRLS, router	\$769.22	\$769.22
				Sales Tax:	\$0.00
				P.O. Total:	\$769.22
				Vendor Total:	\$769.22

Show all data where the Order Date is between 9/15/2009 and 10/5/2009

Sept 15, 2009 -- Oct. 5, 2009

ANAHEIM UHSD 10/06/09 Vendor Check Register
 TUE, OCT 06, 2009, 8:02 AM --req: KORR-----leg: 64 -----loc: 64FISCAL--job: 10254885 #J260--prog: CK517 <1.01>--report id: CKRECSOC
 FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
AT AND T MCI	V6406157	5918	43.13	43.13	00082624V6400400 032 H AND W 64 6469006900605891
DEMO PLUS	V6406119	5610	27,450.00	27,450.00	00082625
DHK PLUMBING AND PIP	V6409955	5610	6,915.00	6,915.00	00082626
FLEET SERVICES INC	V6405625	4370 4376	154.30 879.59	1,033.89	00082627
GALE SUPPLY CO	V6401798	9320	1,050.70	1,050.70	00082628
GARY'S RADIATOR SERVI	V6401818	4370 4376	174.00 95.00	269.00	00082629
GOLDEN WEST MEDICAL C	V6401892	5810	55.00	55.00	00082630
GOV CONNECTION	V6406748	4320	914.03	914.03	00082631
GRAINGER	V6404982	4347 4355	24.81 117.10	141.91	00082632
GRAYBAR ELECTRIC COMP	V6401918	4355	20.13	20.13	00082633
GUNTERS ATHLETIC SER	V6401962	5630	391.50	391.50	00082634
H AND H AUTO PARTS WH	V6401967	4375 4376 4385	497.66 255.41 34.74	787.81	00082635
HOME DEPOT	V6405234	4320 4355	106.79 368.94	475.73	00082636
JACKSONS A S BREA	V6406346	4347 4355	220.19 337.53	854.71	00082637
JART DIRECT MAIL SERV	V6402271	5810	1,623.10	1,623.10	00082638
JEYCO PRODUCTS INC	V6402332	4375	3,047.57	3,047.57	00082639
MAGNOLIA SCHOOL DISTR	V6402921	5620	257.00	257.00	00082640
MC FADDEN DALE HARDWA	V6403056	4347	218.91	913.85	00082641

ANAHEIM UHSD 10/06/09 Vendor Check Register
 TUE, OCT 06, 2009, 8:02 AM --req: KRR-----leg: 64 ---loc: 64FISCAL--job: 10254885 #J260--prog: CK517 <1.01>--report id: CKRECSOC
 FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
MONTGOMERY HARDWARE C	V6405624	4355	1,678.64	1,678.64	00082642
ORANGE COUNTY BEARING	V6409966	4347	33.98	33.98	00082643
ORANGE COUNTY FIRE PR	V6403457	4355	798.00	798.00	00082644
ORCO DOOR CLOSER SERV	V6403472	4355	1,418.10	1,418.10	00082645
PERLMUTTER PURCHASING	V6409934	4310	287.10	287.10	00082646
PIPS	V6407384	3601	232,909.50	310,546.00	00082647
		3602	77,636.50		
PREMIER AGENDAS INC.	V6406363	4310	6,372.75	6,372.75	00082648
PYRAMID AUTISM CENTER	V6410180	5860	2,250.00	2,250.00	00082649
SAFETY KLEEN	V6404072	5610	731.19	731.19	00082650
SCHOLASTIC LIBRARY PU	V6406550	4210	1,102.04	1,102.04	00082651
SEHI COMPUTER PRODUCT	V6404221	4410	1,670.40	1,670.40	00082652
SHILOH TREATMENT CENT	V6404266	5860	954.00	954.00	00082653
SOUTHWEST SCHOOL AND	V6404383	9320	1,347.41	1,347.41	00082654
THERAPEUTIC EDUCATION	V6404702	5860	410.00	410.00	00082655
WAXIE SANITARY SUPPLY	V6405008	4347	95.05	762.51	00082656
		9320	667.46		
WEST LITE SUPPLY CO I	V6405035	9320	972.91	972.91	00082657
WEST PAYMENT CENTER	V6407958	5821	118.32	118.32	00082658
WESTEL COMMUNICATION	V6405039	5610	210.00	210.00	00082659
WESTRUX INTERNATIONAL	V6405053	4370	113.22	233.34	00082660
		4376	120.12		
XEROX	V6405124	4320	-2,687.34	764.34	00082661

ANAHEIM UHSD 10/06/09 Vendor Check Register
 TUE, OCT 06, 2009, 8:02 AM --req: KORR-----leg: 64 ---loc: 64FISCAL--job: 10254885 #J260--prog: CK517 <1.01>--report id: CKRECSOC
 FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
YELLOWSTONE BOYS AND	V6406828	5860	988.00	988.00	00082662
*** CHECK GAP ***					
ALLIANCE ENVIRONMENTA	V6400169	5610	2,962.97	2,962.97	00082664
CALIFORNIA DEPARTMENT	V6400686	5210	150.00	150.00	00082665
CATHEDRAL HOME FOR CH	V6407473	5860	6,080.00	6,080.00	00082666
CITY OF BUENA PARK	V6400958	5530	5,070.76	5,577.24	00082667
		5580	506.48		
EBERHARD EQUIPMENT	V6405532	4347	1,752.34	1,752.34	00082668
ECONOMY RENTALS INC	V6401478	5610	224.39	1,243.32	00082669
		5620	1,018.93		
EDUCATIONAL TESTING S	V6401522	4310	520.00	520.00	00082670
EWING IRRIGATION PROD	V6401634	4347	991.30	991.30	00082671
EXPRESS PIPE AND SUPP	V6401644	4355	910.13	910.13	00082672
OCDE	V6403452	5210	200.00	6,083.00	00082673
		5880	5,883.00		
PITNEY BOWES	V6403677	5910	4,139.05	4,139.05	00082674
REFRIGERATION SUPPLIE	V6403873	4347	33.64	33.64	00082675
SESKY, JEANNE	V6409002	5220	42.35	42.35	00082676
TRAFFIC CONTROL SERVI	V6404774	4355	103.97	103.97	00082677
TROXELL COMMUNICATION	V6404796	4320	409.41	973.83	00082678
		4410	564.42		
VALLEY CITIES GONZALE	V6408890	6126	9,200.00	9,200.00	00082679
VENTURE PUBLISHING	V6404916	4310	337.90	337.90	00082680

ANAHEIM UHSD 10/06/09 Vendor Check Register
 TUE, OCT 06, 2009, 8:02 AM --req: KORR-----leg: 64 ---loc: 64FISCAL--job: 10254885 #J260--prog: CK517 <1.01>--report id: CKRECSOC
 FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
WESTMINSTER SCHOOL DI	V6405052	5805	1,065.85	1,065.85	00082681
*** CHECK GAP ***					
CINNAMON HILLS YOUTH	V6407425	5860	5,670.00	5,670.00	00082684
PACIFIC COAST PROPANE	V6410164	5610	3.00	3.00	00082685
PIONEER CHEMICAL CO	V6403672	9320	3,865.85	3,865.85	00082686
RALPHS GROCERY CO	V6403828	4310	106.62	106.62	00082687
SALDIVAR, SYLVIA	V6410196	5230	165.00	165.00	00082688
SIMPLEXGRINELL	V6404290	5610	1,477.11	1,477.11	00082689
SMART AND FINAL IRIS	V6404306	4310	154.40	154.40	00082690
TOPP PORTABLE AIR	V6410144	5620	22,304.09	22,304.09	00082691
VERIZON WIRELESS	V6404918	5918 9205	8,665.92 59.68	8,725.60	00082692
VQS ENTERPRISES INC.	V6410147	5810	1,642.12	1,642.12	00082693
WALKERS DELI	V6407901	8699	204.29	204.29	00082694
YAGER, SHARON	V6410197	5230	125.00	125.00	00082695
YELLOW CAB OF GREATER	V6405135	5870	264.00	264.00	00082696
*** CHECK GAP ***					
ACS BILLING SERVICE	V6400072	5580	40.67	40.67	00082700
ALKIRE BREWER, JEANNI	V6406703	5230	500.00	500.00	00082701
ALT REV CASH FUND	V6405194	4310 5880	145.03 642.91	787.94	00082702
ALT REV CASH FUND	V6405195	4199 4299 4320	80.00 10.00 210.80	300.80	00082703

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
ALT REV CASH FUND	V6405196	4199	34.00	101.07	00082704
		4320	67.07		
ALT REV CASH FUND	V6405197	4320	448.43	448.43	00082705
ALT REV CASH FUND	V6405198	4320	119.84	450.65	00082706
		4347	90.23		
		4390	173.86		
		5910	66.72		
ALTERNATIVE REVOLVING	V6400190	4320	43.26	43.26	00082707
ALTERNATIVE REVOLVING	V6400190	4310	932.58	1,041.30	00082708
		4320	76.11		
		4347	32.61		
ANAHEIM BAND INSTRUME	V6400251	4310	520.35	520.35	00082709
ARAMARK UNIFORM SERVI	V6407528	4388	382.53	382.53	00082710
ASSOCIATED BUSINESS P	V6400369	5610	122.79	122.79	00082711
AT AND T	V6400374	5918	13,898.57	13,898.57	00082712
B AND M LAWN AND GARD	V6400423	4347	210.40	210.40	00082713
BEACON DAY SCHOOL	V6409269	5860	9,898.78	9,898.78	00082714
BIOMETRICS4ALL INC	V6409224	5880	69.00	69.00	00082715
BONDED CLEANERS AND L	V6400564	5560	1,304.10	1,304.10	00082716
BUENA PARK CHAMBER OF	V6400620	5310	295.00	295.00	00082717
CALIFORNIA INTERSCHOL	V6400699	5610	1,428.21	1,428.21	00082718
CIF SOUTHERN SECTION	V6400941	5310	1,100.00	1,100.00	00082719
CITY OF ANAHEIM	V6400957	5580	744.74	744.74	00082720
CRYSTAL GLASS AND MIR	V6401153	5610	8,400.00	8,400.00	00082721
CVT RECYCLING	V6407455	5580	803.32	803.32	00082722

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
DEVEREUX TEXAS TREATM	V6401339	5860	9,356.72	9,356.72	00082723
EXPERTS EXCHANGE	V6410160	5880	1,699.00	1,699.00	00082724
EXPRESS PIPE AND SUPP	V6401644	4355	2,000.43	2,000.43	00082725
FEDERAL EXPRESS	V6401675	5910	163.44	163.44	00082726
FENN TERMITE AND PEST	V6401679	5610	1,591.00	1,591.00	00082727
FIVE STAR RUBBER STAM	V6405116	4320	54.94	54.94	00082728
FOUNTAIN VALLEY SCHOO	V6405391	5805	985.16	985.16	00082729
GAS COMPANY, THE	V6404372	5510	5,444.57	5,444.57	00082730
GOLDEN STATE WATER CO	V6408018	5530	23,184.14	23,184.14	00082731
HOME DEPOT	V6405234	4355	397.43	397.43	00082732
NATIONWIDE PAPERS	V6403312	4320	497.96	497.96	00082733
PERLMUTER PURCHASING	V6409934	4410	617.70	617.70	00082734
PETRO DIAMOND INC.	V6409384	4381	22,381.82	22,381.82	00082735
PRAYAIR	V6403719	4355	248.37	248.37	00082736
REFRIGERATION SUPPLIE	V6403873	4347	35.04	49.92	00082737
		4355	14.88		
ROSSIER PARK HIGH SCH	V6405342	5860	2,745.10	2,745.10	00082738
S AND J CHEVROLET	V6404050	4370	49.02	49.02	00082739
SCHOOL BUS PARTS	V6404157	4385	487.13	487.13	00082740
SEHI COMPUTER PRODUCT	V6404221	4310	80.04	4,593.17	00082741
		4410	4,513.13		
SUPERSHUTTLE	V6409967	5880	38.00	38.00	00082742
WESTRUX INTERNATIONAL	V6405053	4376	103.88	103.88	00082743

ANAHEIM UHSD 10/06/09 Vendor Check Register
 TUE, OCT 06, 2009, 8:02 AM --req: KORR-----leg: 64 ---loc: 64FISCAL--job: 10254885 #J260--prog: CK517 <1.01>--report id: CKRECSOC
 FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
WILSON CONSTRUCTION C	V6410154	5610	9,067.19	9,067.19	00082744
WURTH USA INC	V6408563	4375	303.04	303.04	00082745
XEROX	V6405124	5620	1,041.54	1,041.54	00082746
YAMAHA GOLF CARS OF C	V6405131	4320	1,237.92	1,237.92	00082747
*** CHECK GAP ***					
A U H S D FOOD SERVIC	V6400023	4310	12.00	12.00	00082749
ALL COUNTY ENVIRONMEN	V6409177	5610	4,490.00	4,490.00	00082750
CAL STATE FULLERTON	V6400675	5805	19,910.04	19,910.04	00082751
DHK PLUMBING AND PIPI	V6409955	5610	3,630.67	3,630.67	00082752
FLINN SCIENTIFIC INC	V6401708	4310	6,891.32	6,891.32	00082753
GIANNELLI ELECTRIC IN	V6401857	5610	3,288.00	3,288.00	00082754
HOME DEPOT	V6405234	4320	12.96	301.51	00082755
		4347	14.09		
		4355	274.46		
JACKSONS A S BREA	V6406346	4347	217.14	677.02	00082756
		4370	317.32		
		4376	36.23		
		4385	106.33		
MARKERTEK VIDEO SUPPL	V6402990	4370	167.57	167.57	00082757
MIND RESEARCH INSTITU	V6410111	4309	14,137.50	14,137.50	00082758
NEW HAVEN YOUTH AND F	V6407247	5860	3,619.27	3,619.27	00082759
NEXTEL COMMUNICATIONS	V6403356	5918	4,777.79	4,777.79	00082760
RALPHS GROCERY CO	V6403828	4310	179.20	179.20	00082761
RHODE ISLAND NOVELITY	V6407641	4310	282.75	282.75	00082762
SEHI COMPUTER PRODUCT	V6404221	4320	2,631.75	2,631.75	00082763

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
WEBER PLYWOOD AND LUM	V6407658	4355	438.52	438.52	00082764
*** CHECK GAP ***					
GALE	V6401797	5880	8,330.00	8,330.00	00082774
M.P. SOUTH INC	V6402889	5610	18,598.00	18,598.00	00082775
MONTON ELECTRIC	V6408541	5610	4,520.00	4,520.00	00082776
RELIABLE ELEVATOR INC	V6409886	5610	2,588.00	2,588.00	00082777
VAVRINEK TRINE DAY	V6404910	5820	16,200.00	16,200.00	00082778
*** CHECK GAP ***					
ADT SECURITY SYSTEMS	V6400100	5610	437.29	3,431.27	00082782
		5620	2,993.98		
AMERICAN RED CROSS	V6400236	4320	30.00	30.00	00082783
ANAHEIM DISPOSAL	V6400256	5580	1,252.08	1,252.08	00082784
B AND H PHOTO VIDEO I	V6400422	4410	541.95	541.95	00082785
B AND K ELECTRIC WHOL	V6400623	4355	1,470.65	1,470.65	00082786
BEE BUSTERS	V6400472	5610	425.00	425.00	00082787
BRADLEY COMPANY, E. B	V6401456	4355	404.76	404.76	00082788
CALIFORNIA INTERSCHOL	V6400699	5310	1,440.81	1,440.81	00082789
CANNON SPORTS INC	V6400749	9320	406.38	406.38	00082790
CARRIER SALES AND DIS	V6409402	4347	1,081.54	1,081.54	00082791
CARSON SUPPLY CO	V6400788	4347	5,899.24	5,899.24	00082792
CDW GOVERNMENT INC.	V6400819	4320	119.63	119.63	00082793
CINTAS FIRE PROTECTIO	V6409713	5610	225.00	225.00	00082794
CITY OF ANAHEIM	V6400957	5530	3,211.90	4,609.91	00082795

ANAHEIM UHSD 10/06/09 Vendor Check Register
 TUE, OCT 06, 2009, 8:02 AM --reg: KORR-----leg: 64 ---loc: 64FISCAL--job: 10254885 #J260--prog: CK517 <1.01>--report id: CKRECSOC
 FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
		5580	1,398.01		
CITY OF ANAHEIM	V6400957	5520	50,583.64	81,237.58	00082796
		5530	19,004.21		
		5580	11,649.73		
CLARK SECURITY PRODUC	V6400966	4355	619.64	619.64	00082797
COCO PRINTING AND GRA	V6410045	5810	1,596.45	1,596.45	00082798
CONSOLIDATED ELECTRIC	V6407431	4355	32.03	32.03	00082799
CONTINENTAL CHEMICAL	V6409578	9320	842.77	842.77	00082800
CONTINENTAL PRESS	V6401089	4210	1,702.29	1,702.29	00082801
COOK EQUIPMENT COMPAN	V6401096	4347	385.21	385.21	00082802
DUNN EDWARDS PAINTS	V6401448	4355	1,362.26	1,362.26	00082803
EBERHARD EQUIPMENT	V6405532	4347	2,161.13	2,161.13	00082804
EXPRESS PIPE AND SUPP	V6401644	4355	217.62	217.62	00082805
FLEET SERVICES INC	V6405625	4376	1,079.01	7,104.32	00082806
		4385	134.81		
		5610	5,890.50		
FOLLETT EDUCATIONAL S	V6401724	4150	3,161.58	3,161.58	00082807
GALE SUPPLY CO	V6401798	9320	131.59	131.59	00082808
GANAHL LUMBER CO	V6401804	4355	179.90	179.90	00082809
GARY'S RADIATOR SERVI	V6401818	5610	125.00	125.00	00082810
GCR TIRE CENTERS	V6409136	4386	3,418.52	3,418.52	00082811
GEARY PACIFIC SUPPLY	V6401824	4347	149.58	149.58	00082812
GOLDEN WEST MEDICAL C	V6401892	5810	285.00	285.00	00082813
GOODHART, GREG	V6408602	5210	1,122.90	1,122.90	00082814

ANAHEIM UHSD 10/06/09 Vendor Check Register
 TUE, OCT 06, 2009, 8:02 AM --req: KORR-----leg: 64 -----loc: 64FISCAL--job: 10254885 #J260--prog: CK517 <1.01>--report id: CKRECSOC
 FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
GOV CONNECTION	V6406748	4380	1,121.39	1,121.39	00082815
GRAINGER	V6404982	4347 4355	210.01 459.79	669.80	00082816
GRAYBAR ELECTRIC COMP	V6401918	9320	180.09	180.09	00082817
GUNTHERS ATHLETIC SER	V6401962	4310	5,511.73	5,511.73	00082818
H AND H AUTO PARTS WH	V6401967	4370 4376 4385	78.99 328.97 -133.02	274.94	00082819
HD INDUSTRIES	V6401983	4376	1,045.69	1,045.69	00082820
HOME DEPOT	V6405234	4347 4355	83.67 675.22	758.89	00082821
HOUGHTON MIFFLIN COMP	V6402084	4150	5,062.86	5,062.86	00082822
HOWARD INDUSTRIES	V6402088	4347	3,107.16	3,107.16	00082823
ICS SERVICE CO	V6406452	5620	612.00	612.00	00082824
IMPERIAL PRODUCTS INC	V6402137	4355	6,609.03	6,609.03	00082825
J.M. MCKINNEY CO.	V6402219	4355	274.69	274.69	00082826
JACKSONS A S BREA	V6406346	4370 4376 4385	1,120.88 48.21 179.27	1,348.36	00082827
JART DIRECT MAIL SERV	V6402271	5810	2,562.90	2,562.90	00082828
JEYCO PRODUCTS INC	V6402332	4375 4385 9320	529.46 601.11 890.11	2,020.68	00082829
LAIOLA, JIM	V6402340	5610	95.00	95.00	00082830
MC FADDEN DALE HARDWA	V6403056	4347 4355	345.05 207.02	552.07	00082831
MILLS FORD	V6403144	4376	104.93	104.93	00082832

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
MOBILE INDUSTRIAL SUP	V6407890	4375	122.58	122.58	00082833
NATIONWIDE PAPERS	V6403312	4320	2,469.09	2,469.09	00082834
OC LAND MGMT SERVICE	V6405473	4347	638.31	638.31	00082835
ONE STOP PARTS SOURCE	V6406259	4370	503.79	503.79	00082836
PINEDA'S NURSERY INC	V6403670	4347	764.51	764.51	00082837
POOL SUPPLY OF ORANGE	V6403700	4347	579.77	579.77	00082838
SMART AND FINAL IRIS	V6404306	4310	199.63	199.63	00082839
SPICERS PAPER INC	V6404405	4320	2,116.87	2,116.87	00082840
TRI CITIES REFRIGERAT	V6406964	5610	261.12	261.12	00082841
UNISOURCE	V6405508	9320	2,568.56	2,568.56	00082842
WAXIE SANITARY SUPPLY	V6405008	9320	291.15	291.15	00082843
XEROX	V6405124	5620	6,974.10	6,974.10	00082844
*** CHECK GAP ***					
A AND W ELECTRIC MOTO	V6400015	4355	75.68	75.68	00082849
ACES	V6409808	5860	7,477.35	7,477.35	00082850
ACSA'S FOUNDATION FOR	V6400076	5310	7,150.00	7,150.00	00082851
ALVARADO PAINTING, A	V6406348	5610	4,472.00	4,472.00	00082852
ARAMARK UNIFORM SERVI	V6407528	4388	127.51	127.51	00082853
ASSOCIATED BUSINESS P	V6400369	5610	80.92	80.92	00082854
*** VOID CONTINUE ***	VOID.CONTINU		0.00	0.00	00082855
*** VOID CONTINUE ***	VOID.CONTINU		0.00	0.00	00082856
AT AND T MCI	V6406157	5918	16,363.55	16,363.55	00082857

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
B AND K ELECTRIC WHOL	V6400623	4347	286.39	286.39	00082858
BUSINESS MACHINES UNL	V6400636	5610	222.88	222.88	00082859
CAL LIFT INC	V6400664	5610	45.15	45.15	00082860
CALIFORNIA COMMERCIAL	V6400682	4355	15.77	15.77	00082861
CARTMAN INC, THE	V6404668	5610	1,122.27	1,122.27	00082862
CHAMPION CHEMICAL CO.	V6400860	9320	3,612.24	3,612.24	00082863
CHANEY CLEANERS	V6400862	5560	545.25	545.25	00082864
CITY AUTO TOP	V6400953	4370	375.08	375.08	00082865
CITY OF ANAHEIM	V6400957	5520	108,328.83	129,587.99	00082866
		5530	14,526.16		
		5580	6,733.00		
CLIMATEC BUILDING TEC	V6400983	5610	3,000.00	3,000.00	00082867
COOK EQUIPMENT COMPAN	V6401096	4347	1,983.48	1,983.48	00082868
CORPORATE EXPRESS	V6401104	9320	4,235.81	4,235.81	00082869
DAILY SAW SERVICE	V6409559	5910	325.35	325.35	00082870
E.G. AIRE HEATING AND	V6409954	5610	240.00	240.00	00082871
EBSCO PUBLISHING	V6406229	5880	34,000.00	34,000.00	00082872
ENGINEERED STORAGE SY	V6410106	6490	10,950.00	10,950.00	00082873
F.M. THOMAS AIR CONDI	V6401651	6490	53,900.00	53,900.00	00082874
GOLDEN STATE PAVING C	V6408228	5610	1,150.00	1,150.00	00082875
HODGE PRODUCTS INC	V6402067	9320	21,650.00	21,650.00	00082876
HP DIRECT	V6408671	4310	104.40	2,760.72	00082877
		4320	210.11		
		4410	978.09		
		5880	1,468.12		

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
IMPERIAL PRODUCTS INC	V6402137	4355	583.21	583.21	00082878
LA HABRA FENCE CO INC	V6409707	5610	5,982.00	5,982.00	00082879
LETTER PERFECT SIGNS	V6402726	4355	6,967.23	6,967.23	00082880
MONTGOMERY HARDWARE C	V6405624	4355	18,826.67	18,826.67	00082881
OCDE	V6403452	5210 7141	1,625.00 254,391.00	256,016.00	00082882
PARADIGM HEALTHCARE S	V6403536	5810	15,016.94	15,016.94	00082883
PREFERRED PAVING COMP	V6410182	5610	3,595.00	3,595.00	00082884
SHOEMAKER, BRION	V6400592	5210	868.00	868.00	00082885
*** CHECK GAP ***					
ALT REV CASH FUND	V6405194	4320 4390	44.34 613.10	657.44	00082891
ALT REV CASH FUND	V6405195	4310 4347	816.57 31.64	848.21	00082892
ALT REV CASH FUND	V6405196	4310 4320 4347 5910	490.30 95.68 179.81 176.00	941.79	00082893
ALT REV CASH FUND	V6405197	4320	56.54	56.54	00082894
ALT REV CASH FUND	V6405198	4314 4315 4320	50.98 310.52 51.69	985.93	00082895
ALT REV CASH FUND	V6405199	4323 4327 4337	107.12 121.12 344.50		
ALTERNATIVE REVOLVING	V6400190	4312 4318 4320 4321 4325	60.15 151.84 199.99 149.18 341.38	971.90	00082896

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
BEST CONTRACTING SERV	V6409909	5610	4,560.00	4,560.00	00082897
FIVE STAR RUBBER STAM	V6405116	4320	20.29	20.29	00082898
GALE SUPPLY CO	V6401798	9320	633.58	633.58	00082899
GANAHL LUMBER CO	V6401804	4355	106.87	106.87	00082900
GUNTHERS ATHLETIC SER	V6401962	4310	3,779.33	3,779.33	00082901
H AND H AUTO PARTS WH	V6401967	4385	320.33	320.33	00082902
HOME DEPOT	V6405234	4355 4375	916.14 108.62	1,024.76	00082903
HOUGHTON MIFFLIN COMP	V6402084	4310	8,908.45	8,908.45	00082904
HOWARD INDUSTRIES	V6402088	4347	460.32	460.32	00082905
JACKSONS A S BREA	V6406346	4370 4375 4376	616.92 147.18 719.09	1,483.19	00082906
LAGUNA CLAY CO.	V6402645	4310	685.13	685.13	00082907
MC FADDEN DALE HARDWA	V6403056	4355	44.15	44.15	00082908
MC MAHAN BUSINESS INT	V6405408	4310 5610	12,424.74 190.31	12,615.05	00082909
OC LAND MGMT SERVICE	V6405473	4347	638.31	638.31	00082910
OFFICE DEPOT	V6403421	4320 9320	260.78 2,178.71	2,439.49	00082911
ORANGE COUNTY FIRE PR	V6403457	5610	390.97	390.97	00082912
ORVAC ELECTRONICS	V6403479	4370	98.91	98.91	00082913
PATTON SALES CORP.	V6403579	4310	603.56	603.56	00082914
POOL SUPPLY OF ORANGE	V6403700	4347	1,101.29	1,101.29	00082915

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
REFRIGERATION SUPPLIE	V6403873	4347	1,182.88	1,182.88	00082916
ROBERT BROOKE AND ASS	V6407965	4320	131.16	131.16	00082917
ROSSIER PARK HIGH SCH	V6405342	5860	10,062.50	10,062.50	00082918
SCHORR METALS INC	V6404179	4355	261.92	261.92	00082919
SEHI COMPUTER PRODUCT	V6404221	4310	49.08	49.08	00082920
SHAMROCK SUPPLY CO.	V6409920	9320	733.12	733.12	00082921
SIEMENS WATER TECHNOL	V6408457	4380	292.80	292.80	00082922
SMART AND FINAL IRIS	V6404306	4390	202.60	202.60	00082923
SOUTH COAST AIR QUALI	V6404356	5880	684.59	684.59	00082924
SPEECH AND LANGUAGE	V6404400	5860	11,605.63	11,605.63	00082925
THOMPSON'S BUILDING M	V6404721	4347	233.43	233.43	00082926
TRADITIONAL AUTO SUPP	V6409571	4370	496.68	496.68	00082927
TRAFFIC CONTROL SERVI	V6404774	4355	306.58	306.58	00082928
UNITED PARCEL SERVICE	V6408429	5910	443.56	443.56	00082929
WEST LITE SUPPLY CO I	V6405035	9320	266.06	266.06	00082930
WEST SHIELD ADOLESCEN	V6405037	5870	5,822.33	5,822.33	00082931
*** CHECK GAP ***					
A1 TRANSMISSION SERVI	V6400030	4370	749.17	949.17	00082934
		5610	200.00		
ABE'S PLUMBING	V6406307	5610	2,275.00	2,275.00	00082935
ALT REV CASH FUND	V6405194	4310	166.81	188.80	00082936
		4320	7.01		
		4347	14.98		
ALVARADO PAINTING, A	V6406348	5610	1,425.00	1,425.00	00082937

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
ANAHEIM BAND INSTRUME	V6400251	4310	699.16	699.16	00082938
AUTISM PARTNERSHIP	V6409305	5860	230.00	230.00	00082939
AUTISM SPECTRUM CONSU	V6410157	5860	270.00	270.00	00082940
AUTO SHOP EQUIPMENT C	V6400403	4387	55.67	55.67	00082941
B AND K ELECTRIC WHOL	V6400623	4355	593.79	593.79	00082942
BAVCO	V6407678	4347	151.46	151.46	00082943
BIG D SUPPLIES	V6400508	4355	39.75	39.75	00082944
BRADLEY COMPANY, E. B	V6401456	4355	14.02	14.02	00082945
BROOKS INSTALLATIONS	V6403919	5610	1,750.00	1,750.00	00082946
CARSON SUPPLY CO	V6400788	4347	1,348.77	1,348.77	00082947
CHEFS' TOYS	V6410110	4310	4,389.12	8,369.37	00082948
		4410	3,980.25		
CITY OF ANAHEIM	V6400957	5520	50,328.61	57,217.76	00082949
		5530	3,459.25		
		5580	3,429.90		
CREATIVE BUS SALES	V6409840	4376	943.19	943.19	00082950
CRESCENT CORP. CENTER	V6407486	5810	1,658.43	1,658.43	00082951
CROWN CLEANERS	V6410200	5560	438.00	438.00	00082952
DOCUMENT TRACKING SER	V6408533	4310	4,680.00	4,680.00	00082953
DRAKE SUPPLY COMPANY	V6406285	4375	81.35	90.05	00082954
		4385	8.70		
DUNN EDWARDS PAINTS	V6401448	4355	321.96	321.96	00082955
ECONOMY RENTALS INC	V6401478	5620	517.40	517.40	00082956
EWING IRRIGATION PROD	V6401634	4347	102.90	102.90	00082957

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
OCDE	V6403452	5210	623.44	623.44	00082958
PEARSON EDUCATION	V6403609	4310	2,462.93	2,462.93	00082959
PRAXAIR	V6403719	4355	140.36	140.36	00082960
PRINGLES DRAPERIES AN	V6405953	5610	6,511.39	6,511.39	00082961
SAFETY KLEEN	V6404072	5610	256.83	256.83	00082962
SOUTHERN COUNTIES OIL	V6404378	4382	15,292.54	15,292.54	00082963
*** CHECK GAP ***					
A 1 FENCE COMPANY	V6408537	4355	74.45	74.45	00082965
A1 FLOORING	V6400031	4355	134.00	134.00	00082966
AARDVARK CLAY AND SUP	V6400035	4310	391.77	391.77	00082967
ACOUSTICAL MATERIAL S	V6400070	4355	316.13	316.13	00082968
ANAHEIM BAND INSTRUME	V6400251	4310	1,383.53	1,383.53	00082969
APPLE INC	V6400319	4410	2,769.08	2,769.08	00082970
APPLE TEXTBOOKS	V6409340	4150	2,558.34	2,558.34	00082971
APPLETREE ANSWERING S	V6403802	5918	650.00	650.00	00082972
ARAMARK UNIFORM SERVI	V6407528	4320	84.86	84.86	00082973
ASCD	V6400361	4210	2,119.78	2,119.78	00082974
ASCHBRENNER, DR. ANGE	V6401427	5810	850.00	850.00	00082975
BIG D SUPPLIES	V6400508	4355	39.75	39.75	00082976
BSN SPORTS	V6400615	4310	2,113.75	6,335.04	00082977
		4320	4,161.22		
		5630	60.07		
CITY OF ANAHEIM	V6400957	5520	25,754.85	37,869.08	00082978
		5530	9,653.56		

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
CRYSTAL GLASS AND MIR	V6401153	4355	4,440.10	4,440.10	00082979
RALPHS GROCERY CO	V6403828	4310	77.48	77.48	00082980
RILEY'S FARM	V6409655	5880	840.00	840.00	00082981
SMART AND FINAL IRIS	V6404306	4310	156.92	156.92	00082982
SUPPLYMASTER	V6404538	4310	65.25	65.25	00082983
WESTEL COMMUNICATION	V6405039	5610	820.00	820.00	00082984
*** CHECK GAP ***					
ELIZABETH G. SANTOS I	V6410179	5870	554.40	554.40	00082995
PIONEER STATIONERS IN	V6403676	9320	56.33	56.33	00082996
RENAISSANCE LEARNING	V6403894	5880	1,400.00	1,400.00	00082997
THOMAS M. MEZA COMPAN	V6409916	5610	8,430.00	8,430.00	00082998
*** CHECK GAP ***					
MAILING PROS INC.	V6410207	5810	3,665.86	3,665.86	00083007
PEARSON EDUCATION	V6403609	4310	1,781.96	1,781.96	00083008
PERFECT GRANITE SOLUT	V6410172	5610	700.00	700.00	00083009
PITNEY BOWES	V6403677	5910	5,319.50	5,319.50	00083010
PROMAC IMAGE SYSTEMS	V6410099	4310 4320	530.88 7,797.70	8,328.58	00083011
SCHOOL SERVICES OF CA	V6404171	5210	920.00	920.00	00083012
*** CHECK GAP ***					
FOLLETT EDUCATIONAL S	V6401724	4150	5,920.14	5,920.14	00083015
GANAHL LUMBER CO	V6401804	4347	376.28	1,397.70	00083016

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
GARCIA, EDUARDO	V6410209	5810	640.00	640.00	00083017
GLENN, JERRY	V6402322	3701	578.40	578.40	00083018
GOV CONNECTION	V6406748	4320	1,604.20	1,604.20	00083019
GRAINGER	V6404982	4355	140.75	140.75	00083020
HOME DEPOT	V6405234	4355	424.12	524.26	00083021
		4375	100.14		
HOWARD INDUSTRIES	V6402088	4347	125.99	125.99	00083022
HP DIRECT	V6408671	4310	1,848.75	1,848.75	00083023
LARNER, JOHN	V6402395	3701	578.40	578.40	00083024
MONTENEGRO, ROBERT	V6403968	3701	809.40	809.40	00083025
TREJO, JOHN	V6410208	5810	320.00	320.00	00083026
*** CHECK GAP ***					
A Z PARTS SALES	V6409623	4376	224.40	224.40	00083029
ACCREDITING COMMISSIO	V6400063	5880	750.00	750.00	00083030
ACOUSTICAL MATERIAL S	V6400070	4355	260.17	260.17	00083031
ADVANCED OFFICE SERVI	V6408685	5610	242.20	363.30	00083032
		5880	121.10		
ALBA, MONICA	V6408201	5870	302.25	302.25	00083033
ANAHEIM DISPOSAL	V6400256	5580	3,040.14	3,040.14	00083034
ART SUPPLY WAREHOUSE	V6400350	4310	1,093.82	1,093.82	00083035
BILLINGS, JANICE	V6402265	3701	809.40	809.40	00083036
BLICK ART MATERIALS	V6401357	4310	86.99	86.99	00083037

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
BUS WEST	V6407892	4376	488.29	744.90	00083038
		4385	256.61		
CANNON SPORTS INC	V6400749	9320	770.47	770.47	00083039
CARRIER SALES AND DIS	V6409402	4347	204.68	204.68	00083040
CARTMAN INC, THE	V6404668	5610	1,022.02	1,022.02	00083041
CERTIFIED ART SUPPLY	V6400850	9320	1,547.82	1,547.82	00083042
CHANEY CLEANERS	V6400862	5560	420.00	420.00	00083043
CHILD SHUTTLE	V6406415	5870	3,531.00	3,531.00	00083044
CITY OF ANAHEIM	V6400957	5520	17,764.89	23,437.76	00083045
		5530	3,253.79		
		5580	2,419.08		
COMMUNICATIONS CENTER	V6401037	5610	258.60	258.60	00083046
CONSOLIDATED DISPOSAL	V6401069	5580	3,490.67	3,490.67	00083047
CORREIA, FRANCES	V6401738	5220	62.70	62.70	00083048
DAM, ANGEL	V6409471	5220	2.64	2.64	00083049
EBERHARD EQUIPMENT	V6405532	4347	285.91	285.91	00083050
ECONOMY RENTALS INC	V6401478	5610	109.62	1,527.47	00083051
		5620	1,417.85		
FENN TERMITE AND PEST	V6401679	5610	25.00	25.00	00083052
GAS COMPANY, THE	V6404372	5510	42.17	42.17	00083053
GLOBAL CTI GROUP	V6409893	5610	45.00	45.00	00083054
IMPERIAL PRODUCTS INC	V6402137	4355	490.32	490.32	00083055
JIM DAVIDSON SEWING M	V6409736	5610	362.08	362.08	00083056
KIRK PAPER PACKAGING	V6407929	9320	2,391.20	2,391.20	00083057

ANAHEIM UHSD 10/06/09 Vendor Check Register
 TUE, OCT 06, 2009, 8:02 AM --reg: KORR-----leg: 64 ----loc: 64FISCAL--job: 10254885 #J260--Prog: CK517 <1.01>--report id: CKRRCsOC
 FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
L AND N UNIFORM SUPPL	V6402628	4345	21.30	37.29	00083058
		9320	15.99		
LAIOLA, JIM	V6402340	5610	80.00	80.00	00083059
LETTER PERFECT SIGNS	V6402726	4355	324.14	324.14	00083060
MARTINEZ, DEBBIE	V6408279	5220	153.15	153.15	00083061
MC FADDEN DALE HARDWA	V6403056	4355	94.07	94.07	00083062
MEDCO SPORTS MEDICINE	V6405872	4320	238.68	238.68	00083063
MUSIC IN MOTION	V6403228	4310	207.00	207.00	00083064
NASCO MODESTO	V6403253	4310	214.20	214.20	00083065
NEWS 2 YOU	V6405551	4315	1,642.00	1,642.00	00083066
OCDE	V6403452	5880	10,500.00	10,500.00	00083067
OCE USA INC	V6403413	4320	31.43	283.33	00083068
		5610	251.90		
ORCO DOOR CLOSER SERV	V6403472	4355	239.79	239.79	00083069
ORVAC ELECTRONICS	V6403479	4370	213.75	213.75	00083070
SIGGSON, KRISTLE	V6410213	5220	29.32	29.32	00083071
WONG, JOHNNY	V6402410	5220	11.00	11.00	00083072

TOTAL FOR FUND: 0101 GENERAL FUND 1,860,102.82

Vendor Name	Vendor ID	Object	Object	Amount	Check Amt	CK #
=====	=====	=====	=====	=====	=====	=====
		Object	Object Total			
		=====	=====			
		3601	232,909.50			
		3602	77,636.50			
		3701	2,775.60			
		4150	16,702.92			
		4199	114.00			
		4210	4,924.11			
		4299	10.00			
		4309	14,137.50			
		4310	72,745.28			
		4312	60.15			
		4314	50.98			
		4315	1,952.52			
		4318	151.84			
		4320	23,875.20			
		4321	149.18			
		4323	107.12			
		4325	341.38			
		4327	121.12			
		4330	69.36			
		4337	344.50			
		4345	21.30			
		4347	28,083.43			
		4355	59,547.49			
		4370	5,384.11			
		4375	4,937.60			
		4376	6,614.49			
		4380	1,414.19			
		4381	22,381.82			
		4382	15,292.54			
		4385	1,996.01			
		4386	3,418.52			
		4387	55.67			
		4388	510.04			
		4390	989.56			
		4410	15,635.02			
		5210	5,509.34			
		5220	301.16			
		5230	790.00			
		5310	9,985.81			
		5510	5,486.74			
		5520	252,760.82			
		5530	81,363.77			

ANAHEIM UHSD 10/06/09 10/06/09 Vendor Check Register
 TUE, OCT 06, 2009, 8:02 AM --req: KORR-----leg: 64 ----loc: 64FISCAL--job: 10254885 #J260--prog: CK517 <1.01>--report id: CKRECSOC
 FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
	5560		2,707.35		
	5580		37,968.49		
	5610		154,972.57		
	5620		40,588.57		
	5630		451.57		
	5805		21,961.05		
	5810		29,915.80		
	5820		16,200.00		
	5821		118.32		
	5860		71,617.35		
	5870		10,473.98		
	5880		66,425.72		
	5910		10,633.62		
	5918		44,398.96		
	6126		9,200.00		
	6490		64,850.00		
	7141		254,391.00		
	8699		204.29		
	9205		59.68		
	9320		51,306.31		

TOTAL FOR FUND: 0101 GENERAL FUND 1,860,102.82

Total Number Of Checks Printed: 396
 Number Of Void Checks Printed: 2
 Number Of Actual Checks Printed: 394

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
VERIZON WIRELESS	V6404918	5918	60.68	60.68	00082697
*** CHECK GAP ***					
LETNER ROOFING	V6402725	5610	3,800.00	3,800.00	00082779
*** CHECK GAP ***					
ADT SECURITY SYSTEMS	V6400100	5610	236.63	236.63	00082845
*** CHECK GAP ***					
AT AND T MCI	V6406157	5918	275.10	275.10	00082886
*** CHECK GAP ***					
JACKSONS A S BREA	V6406346	6485	217.70	217.70	00082932
*** CHECK GAP ***					
EASTMAN KODAK CO	V6405341	5610	826.00	826.00	00082985

TOTAL FOR FUND: 1111 ADULT EDUCATION 5,416.11

Object	Object Total
5610	4,862.63
5918	335.78
6485	217.70

TOTAL FOR FUND: 1111 ADULT EDUCATION 5,416.11

Total Number of Checks Printed: 6
 Number of Void Checks Printed: 0
 Number of Actual Checks Printed: 6

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
PREFERRED PAVING COMP	V6410182	5610	21,650.00	21,650.00	00082682
*** CHECK GAP ***					
T R MULLIGAN INC	V6407623	5610	19,800.00	19,800.00	00082698
*** CHECK GAP ***					
GOLDEN STATE PAVING C	V6408228	5610	140.00	140.00	00082748
*** CHECK GAP ***					
E. G. AIRE HEATING AND	V6409954	5610	18,600.00	18,600.00	00082765
SILVER CREEK INDUSTRI	V6407894	6270	112,146.00	112,146.00	00082766
*** CHECK GAP ***					
NATURE TECH LANDSCAPI	V6410145	6170	735,686.52	735,686.52	00082780
TAYLOR TENNIS COURTS	V6404601	6170	112,122.00	112,122.00	00082781
*** CHECK GAP ***					
SECURITY BANK OF CALI	V6410176	6170	83,100.03	83,100.03	00082846
*** CHECK GAP ***					
BEST CONTRACTING SERV	V6409909	5610	34,080.00	34,080.00	00082887
E. G. AIRE HEATING AND	V6409954	5610	2,100.00	2,100.00	00082888
PARAMOUNT PAINTING IN	V6408848	5610	9,600.00	9,600.00	00082889
*** CHECK GAP ***					
BEST CONTRACTING SERV	V6409909	5610	16,743.00	16,743.00	00082933
*** CHECK GAP ***					
PASTUSAK PLUMBING	V6403557	5610	15,770.00	15,770.00	00082964

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
CHRISTIDIS GENERAL CO	V6409939	6270	16,649.00	16,649.00	00082986
*** CHECK GAP ***					
ACADEMY FLOORING SYST	V6408211	5610	27,416.00	27,416.00	00082999
NATURE TECH LANDSCAPI	V6410145	6170	279,826.52	279,826.52	00083000
NATURE TECH LANDSCAPI	V6410145	6170	126,138.33	126,138.33	00083001
QUALITY CONCRETE FLOO	V6410201	5610	22,973.00	22,973.00	00083002
SECURITY BANK OF CALI	V6410176	6170	14,015.37	14,015.37	00083003
*** CHECK GAP ***					
USS CAL BUILDERS INC	V6408521	6270	50,381.51	50,381.51	00083013
QUICK CRETE	V6403805	4410	10,113.75	10,113.75	00083027
*** CHECK GAP ***					
C2 REPROGRAPHICS	V6408990	5610	86.83	86.83	00083073
CALIFORNIA SANITATION	V6410022	6170	1,366.25	1,366.25	00083074
FYDAQ COMPANY INC	V6410181	5610	14,990.00	14,990.00	00083075
GTA CONSTRUCTION INC	V6409760	6216	14,000.00	14,000.00	00083076

TOTAL FOR FUND: 1414 DEFERRED MAINT 1,759,494.11

ANAHEIM UHSD 10/06/09 Vendor Check Register
 TUE, OCT 06, 2009, 8:02 AM --req: KORR-----leg: 64 ---loc: 64FISCAL--job: 10254885 #J260--prog: CK517 <1.01>--report id: CKRECSOC
 FUND: 1414 DEFERRED MAINT

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
		Object	Object Total		
		4410	10,113.75		
		5610	203,948.83		
		6170	1,352,255.02		
		6216	14,000.00		
		6270	179,176.51		

TOTAL FOR FUND: 1414 DEFERRED MAINT 1,759,494.11

Total Number Of Checks Printed: 25
 Number Of Void Checks Printed: 0
 Number Of Actual Checks Printed: 25

ANAHEIM UHSD 10/06/09 Vendor Check Register
 TUE, OCT 06, 2009, 8:02 AM --req: KORR-----leg: 64 ---loc: 64FISCAL--job: 10254885 #J260--prog: CK517 <1.01>--report id: CKRECSOC
 FUND: 2121 GO BOND 2002A

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
EMPIRE ELECTRICAL SER V6407550		6274	2,975.00	2,975.00	00082663
*** CHECK GAP ***					
SILVER CREEK INDUSTRI V6407894		6270	189,718.83	189,718.83	00082767
*** CHECK GAP ***					
SOUTH BAY LANDSCAPING V6410120		6165	4,743.00	4,743.00	00082987
WOLVERINE FENCE COMPA V6410121		6156	9,809.20	9,809.20	00082988

TOTAL FOR FUND: 2121 GO BOND 2002A 207,246.03

Object	Object Total
6165	4,743.00
6156	9,809.20
6270	189,718.83
6274	2,975.00

TOTAL FOR FUND: 2121 GO BOND 2002A 207,246.03

Total Number of Checks Printed: 4
 Number of Void Checks Printed: 0
 Number of Actual Checks Printed: 4

ANAHEIM UHSD 10/06/09 Vendor Check Register
 TUE, OCT 06, 2009, 8:02 AM --req: KORR-----leg: 64 ---loc: 64FISCAL--job: 10254885 #J260--prog: CK517 <1.01>--report id: CKRECSOC
 FUND: 2525 CAPITAL FAC

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
PUBLIC ECONOMICS INC	V6403787	5810	10,652.91	10,652.91	00082683
*** CHECK GAP ***					
GIANNELLI ELECTRIC IN	V6401857	5610	10,755.81	10,755.81	00082768
GOVERNMENT FINANCIAL	V6401906	5810	7,823.16	7,823.16	00082769
PUBLIC ECONOMICS INC	V6403787	5810	24,194.82	24,194.82	00082770
*** CHECK GAP ***					
GOLDEN STATE PAVING C	V6408228	5610	8,275.00	8,275.00	00082890

TOTAL FOR FUND: 2525 CAPITAL FAC 61,701.70

Object	Object Total
5610	19,030.81
5810	42,670.89

TOTAL FOR FUND: 2525 CAPITAL FAC 61,701.70

Total Number Of Checks Printed: 5
 Number Of Void Checks Printed: 0
 Number Of Actual Checks Printed: 5

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
BEST BEST AND KRIEGER	V6400491	6156	122,100.78	122,100.78	00082771
*** CHECK GAP ***					
SCHOOL FACILITY CONSU	V6404158	6245	535.00	535.00	00083014
*** CHECK GAP ***					
ABSOLUTE DOORS	V6410081	6270	116,743.95	116,743.95	00083028
*** CHECK GAP ***					
C2 REPROGRAPHICS	V6408990	6274	544.81	544.81	00083077

TOTAL FOR FUND: 4040 SPECIAL RESERVE 239,924.54

Object	Object Total
6156	122,100.78
6245	535.00
6270	116,743.95
6274	544.81

TOTAL FOR FUND: 4040 SPECIAL RESERVE 239,924.54

Total Number of Checks Printed: 4
 Number of Void Checks Printed: 0
 Number of Actual Checks Printed: 4

ANAHEIM UHSD 10/06/09 Vendor Check Register
 TUE, OCT 06, 2009, 8:02 AM --req: KARR-----leg: 64 ---loc: 64FISCAL--job: 10254885 #J260--prog: CK517 <1.01>--report id: CKRECSOC
 FUND: 6768 INS-WCI

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
OCCUPATIONAL HEALTH C V6406429	5890	5890	559.59	559.59	00082847
PRIMARY AND MULTISPEC V6407482	5890	5890	380.28	380.28	00082848
OCCUPATIONAL HEALTH C V6406429	5890	5890	345.30	345.30	00083078
*** CHECK GAP ***					
TOTAL FOR FUND: 6768 INS-WCI			1,285.17		

Object Object Total
 =====
 5890 1,285.17
 TOTAL FOR FUND: 6768 INS-WCI 1,285.17

Total Number Of Checks Printed: 3
 Number Of Void Checks Printed: 0
 Number Of Actual Checks Printed: 3

ANAHEIM UHSD 10/06/09 Vendor Check Register
 TUE, OCT 06, 2009, 8:02 AM --req: KORR-----leg: 64 ----loc: 64FISCAL--job: 10254885 #J260--prog: CK517 <1.01>--report id: CKRECSOC
 FUND: 6769 INS - H&W

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
INFORMED RX INC	V6408830	5450	242,582.31	242,582.31	00082699
				*** CHECK GAP ***	
INFORMED RX INC	V6408830	5450	241,498.09	241,498.09	00082772
PINNACLE CLAIMS MANAG	V6409946	5812	113,182.87	113,182.87	00082773
				*** CHECK GAP ***	
AMERICAN FIDELITY ASS	V6408036	5450	10,293.99	10,293.99	00082989
ANTHEM BLUE CROSS	V6409810	5461	965,570.68	965,570.68	00082990
DELTA CARE USA	V6405542	5461	23,905.74	23,905.74	00082991
GALLAGHER BENEFIT SER	V6408675	5812	10,500.00	10,500.00	00082992
METLIFE	V6408692	5462	22,341.06	22,341.06	00082993
MHN SERVICES	V6406987	5463	29,319.44	29,319.44	00082994
				*** CHECK GAP ***	
CALIFORNIA SCHOOLS DE	V6405368	5892	210,000.00	210,000.00	00083004
PINNACLE CLAIMS MANAG	V6409946	5812	114,614.88	114,614.88	00083005
VISION SERVICE PLAN	V6404956	5464	37,465.16	37,465.16	00083006
				*** CHECK GAP ***	
AUHS	V6400400	5891	1,004,842.46	1,004,842.46	00083079

TOTAL FOR FUND: 6769 INS - H&W 3,026,116.68

ANAHEIM UHSD 10/06/09 Vendor Check Register
 TUE, OCT 06, 2009, 8:02 AM --reg: KORR-----leg: 64 ----loc: 64FISCAL--job: 10254885 #J260--prog: CK517 <1.01>--report id: CKRECSOC
 FUND: 6769 INS - H&W

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
		Object	Object Total		
		5450	494,374.39		
		5461	989,476.42		
		5462	22,341.05		
		5463	29,319.44		
		5464	37,465.16		
		5812	238,297.75		
		5891	1,004,842.46		
		5892	210,000.00		

TOTAL FOR FUND: 6769 INS - H&W 3,026,116.68

Total Number Of Checks Printed: 13
 Number Of Void Checks Printed: 0
 Number Of Actual Checks Printed: 13

Human Resources Division, Certificated Personnel

Board of Trustees
October 15, 2009

Page 1 of 6

1. Resignations, effective as noted:

Flewelling, Jerry, Lexington, Retirement, 6/17/10
Gremmel, Judith, South, Retirement, 6/17/09

2. Leaves of Absence:

Garcia-Pittman, Cristina, tragedy personal necessity leave, with pay and with health benefits from 09/24/09, not to exceed ninety (90) days.

Low, Janet, tragedy personal necessity leave, with pay and with health benefits from 09/25/09, not to exceed ninety (90) days.

Pavarella, Carrie, for child care, without pay and with health benefits from 09/21/09, through the end of the working day on 11/01/09.

Robitu, Cristina, for child care, without pay and with health benefits from 11/23/09, through the end of the working day on 01/31/10.

3. Employment:**A. Classroom Teachers**Temporary:

		<u>Column</u>	<u>Step</u>
Cruchley, Lara	8/27/09-1/29/10	3	3
Hokuf, Kenneth	10/6/09-1/29/10	3	4
Kuka, Lindsey	9/14/09-1/29/10	1	1
Ruby, Christine	10/8/09-1/29/10	1	1

B. Adult Education Program Teachers: on an if and as needed basis, at the established miscellaneous rate of pay, effective as noted:

Geiger, Kim	10/5/09
Martinez, Natalia	9/23/09

C. Day-to-Day Substitute Teachers with authorization to teach in subject areas where they have adequate preparation, effective as noted:

Acosta, Abel	10/12/09
Alaei, Gholam	9/21/09
Binford, May	9/21/09
Binford, Sarah	9/21/09
Butterfield, Ronald	9/29/09
Cedarholm, William	9/21/09
D'Alessandro, Alicia	9/21/09
De Marco, David	9/21/09
Faris, Colleen	9/21/09
Flores, Daniel	9/21/09
Glahn, Brian	9/21/09
Golub, Chelsea	9/21/09

Human Resources Division, Certificated Personnel

Board of Trustees
October 15, 2009

Page 2 of 6

Johnny, Anthony	9/21/09
Kubiak, Wendy	9/21/09
La Marre, Showna	9/21/09
MacDonald, Rebecca	9/21/09
Michaels, Vanessa	9/21/09
Mukri, Jared	9/21/09
Nguyen, Anne	9/21/09
Nguyen, Dominick	9/21/09
Nunez, Theresa	9/21/09
Oates, Vicky	9/25/09
Parker, Molly	9/21/09
Roberts, Luerae	11/1/09
Schadee, Haleigh	9/21/09
Soodak, Heather	9/21/09
Suh, David	9/21/09
Trafford, Emilie	9/21/09
Ugale, Summer	9/15/09
Vu, Jeani	9/21/09
Warren, Ashley	9/21/09
Wertheimer, Stephen	9/21/09
White, Meredith	9/21/09
Woiemberghe, Nicole	9/21/09
Yoo, Jooyon	9/21/09

- D. Additional Salary, for an extra period of coverage, to be paid tenthly and based on the individual's salary, for 2009-10 school year, effective as noted: (General Funds)

Bates, Kirk	9/28/09
Gallo, Mike	9/17/09
Gonzalez, Michele	9/17/09
Hemingway, Robert	9/17/09
Houston, Amber	10/5/09
Jung-Piercy, Kenna	9/17/09
Ponte, Jose	10/5/09
Rez, Patricia	10/5/09
Smith, Kevin	9/23/09
Surratt, Rod	9/17/09
Swans, Todd	9/28/09
Walker, Kyle	9/23/09

- E. Additional Work Days, for the 2009-10 school year, for the following curriculum specialist, with a \$4,000 stipend plus 15 additional days, at her per diem rate of pay, to be prorated effective from 10/5/09. (General Funds)

Quan, Laura	After School Athletics Program
-------------	--------------------------------

Human Resources Division, Certificated Personnel

Board of Trustees
October 15, 2009

Page 3 of 6

4. Education Code Authorizations:

- A. No Child Left Behind (NCLB), Core Academic Area Compliance for the following individual, effective as noted:

Kuka, Lindsey (9/14/09) Anaheim

- B. Employment Certification for the following individual, effective 9/1/09, for a position requiring certification, per Education Code 44252:

Pham, Thuy Vi – Variable Term Waiver for Basic Skills Requirement, MESA Schools Program

6. Change of contract for the following personnel who have completed the additional units to advance on the salary schedule, effective as noted:

	<u>From</u>	<u>To</u>	<u>Effective</u>
Atkinson, Lance	1 1	2 2	8/27/09
Barrios-Gracian, Lizzette	2 8	3 8	8/27/09
Chau, Michelle	3 7	4 7	8/27/09
Davis, Stephen	3 10	4 10	8/27/09
Elliott, David	3 11	4 11	8/27/09
Frasco, Robert	3 9	4 9	8/27/09
Garcia, Susana	2 3	3 3	8/27/09
Geier, James	3 10	4 10	8/27/09
Greenberg, Mark	2 1	3 1	8/27/09
Hernandez, Monique	3 6	4 6	8/27/09
Howell, Toby	3 11	4 11	8/27/09
Kuka, Lindsay	1 1	3 1	9/14/09
Loch, Ryan	3 5	4 5	8/27/09
Miller, Dale	2 3	3 3	8/27/09
Padilla, Maria	3 5	4 5	8/27/09
Quan, Laura	4 8	4 9	8/27/09
Rae, Derek	1 7	3 7	8/27/09
Tilden, Amber	2 1	2 2	8/27/09
Walker, Kyle	1 1	2 1	8/27/09

7. Volunteer Employee Aides, with coverage by Workers' Compensation Insurance, effective as noted:

Alexis, Kimberle (9/23/09)	Johnson, Keith (9/24/09)
Binkley, Michael (9/16/09)	Kenny, Roy (9/24/09)
Calugcagin, Diane (9/23/09)	Kilgore, Dawn (9/24/09)
Clack, Cynthia (9/23/09)	Lugo de Matos, Maria (9/23/09)
Cuara, Yvette (9/23/09)	Magdaleno, Erika (9/23/09)
De La Riva-Moreno, Andrea (9/16/09)	Mancera-Manzo, Aldo (9/23/09)
Enriquez, Camille (9/23/09)	Marbella, Anthony (9/16/09)
Hernandez, Karina (9/28/09)	Murphy, Christopher (9/24/09)
Hernandez, Yarazed (9/24/09)	Myrick, Justin (9/14/09)
Jewell, Mildred (9/23/09)	Nava, Gina (9/30/09)
Jewell, Noel (9/23/09)	Nix, Shannon (9/29/09)

Human Resources Division, Certificated Personnel

Board of Trustees
October 15, 2009

Page 4 of 6

Paek, Simon (9/29/09)	Rosity, Raul (9/23/09)
Peralta, Melissa (9/23/09)	Ross, Cody (9/23/09)
Perez, Delia (9/23/09)	Sanchez, Aida (9/25/09)
Powell-Cordon, DeLois (9/16/09)	Santana, Mary (9/24/09)
Quintana, Alberto (9/23/09)	Sarmiento, Geselle (9/23/09)
Rodriguez, Daniel (9/14/09)	Wilson, Glenn (9/23/09)

8. Pay adjustments for the following military instructors for the JROTC/NJROTC program unless otherwise noted by military contract, effective as noted:

	<u>Salary</u>	<u>Effective</u>
Guarian, Alex	\$6,964.97	10/1/09
Linden, Gregory	\$8,098.84	8/1/09
Toscano, Richard	\$5,711.84	8/1/09
Toscano, Richard	\$5,915.17	9/1/09

9. Extra Service Specialists, employment effective as noted:

Certificated:

	<u>Salary</u>	<u>Term</u>	<u>Effective</u>
<u>Savanna</u> Hansen, Eric Tennis, Head Varsity, Boys	\$2,596	Season	9/4/09
Hansen, Eric Tennis, Head Varsity, Girls	\$2,596	Season	2/27/10
Van Smaalen, Steven Tennis, Asst. Frosh/Soph, Girls	\$2,339	Season	9/4/09

Classified:

	<u>Salary</u>	<u>Term</u>	<u>Effective</u>
<u>Anaheim</u> Capen, Christina Song, Varsity	\$1,923	Year	8/27/09
Frias, Ricardo Football, Soph	\$2,596	Season	9/4/09
Law, Douglas Accompanist	\$1,034 Prorated	Year	9/25/09
Vidana, Melissa Cheer, Varsity	\$1,923	Year	8/27/09
<u>Cypress</u> Crafton, Christine Dance	\$2,185	Year	8/27/09
Dunlap, Brent Banner/Flags	\$4,216	Year	8/27/09

Human Resources Division, Certificated Personnel

Board of Trustees
October 15, 2009

Page 5 of 6

Glahn, Brian Band Director, Asst.	\$2,463	Year	8/27/09
Nungaray, Bryan Jazz Band	\$1,188	Year	8/27/09
<u>Katella</u> Brothers, Casandra Basketball, Frosh, Girls	\$2,596	Season	11/23/09
Patanarapelers, Ticha Speech	\$2,596	Year	8/27/09
<u>Kennedy</u> Duarte, Anthony Baseball, JV	\$2,596	Season	2/27/10
Hiehle, Darren Basketball, JV, Boys	\$2,596	Season	11/23/09
Hilbert, Jacob Basketball, Frosh, Boys	\$2,596	Season	11/14/09
Major, Erice Football, Asst.	\$2,339	Season	9/4/09
Tapia, Rodolfo Soccer, Asst. Varsity, JV	\$2,339	Season	11/23/09
<u>Lexington</u> Oates, Vicky Volleyball, 7 th Grade Girls	\$1,923	1 st Quarter	9/14/09
<u>Loara</u> Moreno, Michael Dance, Head Coach	\$2,185	Year	8/27/09
<u>Oxford</u> Bates, George Basketball, Head Varsity	\$3,249	Season	11/23/09
Bedard, Dana Baseball, Head Varsity, Boys	\$3,249	Season	2/17/10
Garcia, Ramona Tennis, Assist, Frosh/Soph	\$2,339	Season	9/4/09
Hurtado, Daisy Soccer, JV, Girls	\$2,339	Season	11/23/09

Human Resources Division, Certificated Personnel

Board of Trustees
October 15, 2009

Page 6 of 6

Savanna

Avila, Elizabeth \$2,596 Season 9/4/09
Cross Country, Head Varsity, Girls

Brunner, Trevor \$2,339 Season 9/4/09
Football, Asst. Frosh/Soph

Davis, Kelly \$2,463 Year 8/27/09
Asst. Band Director

Dorsi, Michael \$2,339 Season 9/4/09
Football, Asst. Frosh/Soph

Hahn, Robert \$2,185 Year 8/27/09
Dance

Hahn, Robert \$4,216 Year 8/27/09
Drill Team

Western

Bunn, Johnnie \$2,766 Season 9/4/09
Cross Country, Head Varsity, Boys
and Girls (Revised)

Huang, Richard \$4,216 Year 8/27/09
Banner/Flags

Wickell, Richard \$2,596 Season 11/23/09
Basketball, JV, Girls

Human Resources Division, Classified Personnel

Board of Trustees
October 15, 2009

Page 1 of 2

1. Resignations/Retirements, effective as noted:

Jojola, Emilio, Instructional Assistant Severely Handicapped, Magnolia Bridges, retirement, 12/31/09

Lawrence, Vincent II, Instructional Assistant Special Education, Magnolia, resignation, 9/04/09

Lee, Annie, Instructional Assistant Special Education, Walker, resignation, 9/03/09

Yeargain, Walter, Custodian, Magnolia, retirement, 11/27/09

2. Leave of Absences:

Cueva-Gonzalez, Ada, for educational improvement, without pay and without health benefits from 09/24/09, through the end of the working day on 06/17/10.

Pisa-Jones, Michele, tragedy personal necessity leave, with pay and without health benefits, from 10/31/09, not to exceed ninety (90) days.

3. Employment, effective as noted:

	<u>Range/Step</u>	<u>Effective</u>
Alonzo, Yvette Instructional Assistant-SE, Dale	43/01	9/29/09
Baquero, Linda Instructional Assistant-SE, Walker	43/01	10/01/09
Jenks, Natalie Instructional Assistant-SE, Walker	43/01	9/30/09
Martinez, Efrain Instructional Assistant-SE, Anaheim	43/01	9/28/09
Miles, Adam Instructional Assistant-SE, Savanna	43/01	9/24/09
Ovalle, Robert Avid Tutor II, Western	04/01	9/28/09
Ramirez, Guadalupe Instructional Assistant-SE, Ball	43/01	10/05/09
Rodriguez, Mary Instructional Assistant-SE, Katella	43/01	9/28/09
Waage, Gary Instructional Assistant-SH, Loara	51/01	9/28/09

**4. WorkAbility Student, current minimum wage or stipend of \$256 effective as noted:
(Workability Grant Funds)**

	<u>Effective</u>
Aguilar, Cecilia	9/21/09
Alvarez, Gustavo	9/28/09
Ambriz-Cervantes, Laura	9/30/09

Human Resources Division, Classified Personnel

Board of Trustees
October 15, 2009

Page 2 of 2

Bacin, Lucas	9/01/09
Dunn, Kaeli	9/20/09
Espinoza, Melissa	9/01/09
Estrada, Lizeth	9/01/09
Garcia, Gerardo	9/28/09
Garcia, Jennifer	9/20/09
Gonzales, Jonathan	9/25/09
Gonzalez, Jose	9/01/09
Gutierrez, Jorge	9/18/09
Hansen, Chris	9/30/09
Horn, Christine	9/23/09
Lyons, Jeremy	9/01/09
Millan, Miguel	9/21/09
Pacleb, Paul	9/01/09
Pena, Brittany	9/28/09
Perez, Joseph	9/27/09
Rocha, Celene	9/01/09
Santana, Everardo	9/23/09
Smith, Taylor	9/21/09
Varela, Ashley	9/24/09
Whitebirch, Kalyn	9/03/09

Field Trips

Board of Trustees
October 15, 2009

1. Loara High School-Regional Occupational Program/ROP (1 student); Russ Bacarella, adviser; Dave Endo, Bill Nelson, chaperones.

To: Las Vegas, Nevada
 Dates: November 3, 2009 - November 6, 2009
 Purpose: To participate in Specialty Equipment Market Association/SEMA National Automotive Competition
 Expenses: Outside Source (SEMA): registration, meals, transportation, accommodations

Number of school days missed for this trip: 4
 Number of school days missed previously: 0
 Total number of days missed by this group: 4
2. Oxford Academy-Future Business Leaders of America/FBLA (24 students); Michael Rylaarsdam, adviser; Jin Chang, April Rylaarsdam, chaperones.

To: Irvine, California
 Dates: November 21, 2009 - November 22, 2009
 Purpose: To attend leadership and officer training
 Expenses: Parent/Student: registration, meals, transportation, accommodations

Number of school days missed for this trip: 0
 Number of school days missed previously: 0
 Total number of days missed by this group: 0
3. Magnolia High School-Future Business Leaders of America/FBLA (7 students); Esther Noh, adviser; Michael Rylaarsdam, chaperone.

To: Irvine, California
 Dates: November 21, 2009 - November 22, 2009
 Purpose: To attend leadership and officer training
 Expenses: Parent/Student: registration, meals, transportation, accommodations

Number of school days missed for this trip: 0
 Number of school days missed previously: 0
 Total number of days missed by this group: 0
4. Magnolia High School-Boys' Wrestling (11 students); John McCarthy, adviser; Ed Nelson, Patrick Gallina, chaperones.

To: Lake Arrowhead, California
 Dates: January 8, 2010 - January 10, 2010
 Purpose: To compete at Rim of the World High School Varsity Wrestling Invitational Tournament
 Expenses: ASB/Club Fundraisers: registration, meals, transportation, accommodations

Number of school days missed for this trip: 1
 Number of school days missed previously: 0
 Total number of days missed by this group: 1

Field Trips

Board of Trustees
October 15, 2009

5. Oxford Academy-Future Business Leaders of America/FBLA (1 student); Michael Rylaarsdam, adviser/chaperone.

To: Santa Clara, California

Dates: March 11, 2010 - March 13, 2010

Purpose: To attend state officer meeting

Expenses: Outside Source (FBLA): registration, meals, transportation, accommodations

Number of school days missed for this trip: 1

Number of school days missed previously: 1

Total number of days missed by this group: 2

ANAHEIM UNION HIGH SCHOOL DISTRICT

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

BOARD OF TRUSTEES
Minutes
Thursday, September 10, 2009

UNADOPTED**1. CALL TO ORDER—ROLL CALL**

President Katherine H. Smith called the regular meeting of the Anaheim Union High School District Board of Trustees to order at 3:00 p.m.

Present: Katherine H. Smith, president; Thomas "Hoagy" Holguin, clerk; Brian O'Neal, assistant clerk; Anna L. Piercy and Jordan Brandman, members; Joseph M. Farley, superintendent; Tim Holcomb, deputy superintendent; Fred Navarro, Russell Lee-Sung and Dianne Poore, assistant superintendents.

2. ADOPTION OF AGENDA

Staff requested the following amendments to the agenda:

- Exhibit B was replaced, reflecting updated information on the California High School Exit Exam.
- Exhibit K was replaced reflecting a change on page 1, item 10, the word *management* was changed to *coordination*. On page 2, the review date was also changed from August 27, 2009, to September 10, 2009.

On the motion of Mr. O'Neal, duly seconded and unanimously carried, the Board of Trustees adopted the agenda as amended.

3. PUBLIC COMMENTS, CLOSED SESSION ITEMS

There were no requests to speak.

4. CLOSED SESSION

The Board of Trustees entered closed session at 3:32 p.m.

5. RECONVENE MEETING, PLEDGE OF ALLEGIANCE, AND MOMENT OF SILENCE**5.1 Reconvene Meeting**

The Board of Trustees reconvened into open session at 6:01 p.m.

5.2 Pledge of Allegiance and Moment of Silence

Marsha Wagner, Savanna High School principal, led the Pledge of Allegiance to the Flag of the United States of America and the moment of silence.

6. INTRODUCTION OF GUESTS

Mr. Holguin introduced Lisa Rockwell and Patricia Montelongo, APGA; Sharon Yager, Jackie Brock, and Julie Payne, CSEA; Joanne Fawley, ASTA; Susan Stocks, ALTA; and Gerry Adams, ASFCME.

7. REPORTS

7.1 **Closed Session**

- 7.1.1 No action taken regarding negotiations.
- 7.1.2 No action taken regarding public employee HR-2009-10-2.
- 7.1.3 No action taken regarding legal counsel, anticipated litigation (1 case).
- 7.1.4 The Board of Trustees took formal action to approve the expulsion of the following students:
 - 1. 08-365 under Education Code 48900(a)(1)
 - 2. 09-01 under Education Code 48900(c)
 - 3. 09-02 under Education Code 48900(c)

7.2 **Principal's Report**

Ms. Wagner presented highlights on Savanna High School including a new class schedule, additional class periods, and the school motto, "Building Success One Day at a Time." She introduced Mayra Castaneda, ASB president, who discussed the Power of One program.

7.3 **Reports of Associations**

- 7.3.1 Joanne Fawley, ASTA president, stated that the opening of school went smoothly and everyone is off to a great start. She said teachers enjoyed the opportunity to get into the classroom early this year and thanked the board for approving the 2009-10 school calendar.
- 7.3.2 Lisa Rockwell, APGA co-president, said school is off to a great start and noted that counselors held their first meeting and are looking forward to future meetings.

Patricia Montelongo, APGA co-president, shared that counselors are very busy adjusting student schedules, but they are planning classroom visitations this year. She said at South Junior High School workshops will be offered to students on the Zangle program and career guidance, and at Anaheim High School, workshops will focus on Zangle.
- 7.3.3 Sharon Yager noted the school year started out great and classified personnel continues to work hard. She commended Victoria Wintering for her work on the secretarial reclassification process.

8. PRESENTATIONS

8.1 **Ambassadors for the 2009-10 School Year**

Student Ambassadors Michael Black, Cypress High School; Jonathan Carmona and Eric Pedroza, Anaheim High School; Kelly Christensen, Loara High School; Summer McCullough, Western High School; Alexis Mejia, Katella High School; Banshi Patel, Kennedy High School; Edgar Perez, Magnolia High School; and Mathangi Suresh, Oxford Academy, introduced themselves to the board and commented on their current and future plans.

8.2 **Student Representative to the Board of Trustees for the 2009-10 School Year**

Student Representative to the Board of Trustees, Neda Arora, Anaheim High School, was introduced. She commented on her current activities, as well as on her plans for the future.

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

There were no requests to speak.

Mr. Brandman exited the meeting at 6:35 p.m. and returned at 6:37 p.m.

10. **ITEMS OF BUSINESS**

10.1 **Report on District-Wide Facilities**

The Board of Trustees discussed its tour of facilities. It was the consensus of the board that two study sessions be scheduled; one to focus on questions for securing RDA backed funding and future projects and a second study session to answer the questions posed by the board at the first study session.

Mrs. Smith and Mr. Brandman exited the meeting at 7:31 p.m. and returned at 7:34 p.m. and 7:36 p.m., respectively.

10.2 **California High School Exit Exam (CAHSEE)**

Following the original motion of Mr. O'Neal and duly seconded, a discussion ensued. A motion was made by Mr. O'Neal, duly seconded and unanimously carried, to abandon the original motion. Mr. Holguin then made a motion to table this item. Mr. Holguin's motion was duly seconded and unanimously carried. Therefore, this item was tabled.

Mr. Holguin exited the meeting at 7:53 p.m. and returned at 7:54 p.m.

10.3 **Board of Trustees' Discussion Concerning the District Insurance Committee**

The Board of Trustees previously requested an opportunity to discuss the District Insurance Committee and its purpose. This agenda item permitted discussion between trustees and staff concerning the purpose, mission, and goals of the committee. The Insurance Committee, which is not an official committee of the board, serves as a fact-finding group to address issues relating to health care benefits in an era of reduced budgets and increased costs. The exhibit to this item included recently developed goals of the committee and its original mission statement. A discussion ensued with the associations.

10.4 **Public Hearing, Disclosure of Collective Bargaining Agreement with CSEA**

On the motion of Mr. O'Neal, duly seconded and unanimously carried, the Board of Trustees opened a public hearing, in accordance with AB 1200 (Statutes of 1991, G.C. 3547.3, Chapter 1213) to provide the public an opportunity to speak on the memorandum of understanding with the California School Employees Association (CSEA) at 8:26 p.m.

There were no requests to speak.

On the motion of Mr. O'Neal, duly seconded and unanimously carried, the Board of Trustees closed the public hearing at 8:27 p.m.

10.5 **Memorandum of Understanding, CSEA**

On the motion of Mr. O'Neal, duly seconded and unanimously carried, the Board of Trustees approved the memorandum of understanding (MOU) with the California School Employees Association (CSEA). This MOU stipulates an agreement with CSEA, in which the district and CSEA agree to items related to the 2009-10 Reduction in Force.

10.6 **Public Hearing, Sufficiency of Textbooks and Instructional Materials**

On the motion of Mr. O'Neal, duly seconded and unanimously carried, the Board of Trustees opened a public hearing to provide the public an opportunity to speak on the sufficiency of textbooks and instructional materials for the 2009-10 year at 8:28 p.m.

There were no requests to speak.

On the motion of Mr. O'Neal, duly seconded and unanimously carried, the Board of Trustees closed the public hearing at 8:29 p.m.

10.7 **Resolution No. 2009/10-B-02, Recalculation of the 2008-09 Appropriations Limitation and Establishing the 2009-10 Estimated Appropriations Limitation Calculations**

On the motion of Mr. O'Neal and duly seconded, following discussion, the Board of Trustees adopted Resolution No. 2009/10-B-02, Recalculation of the 2008-09 Appropriations Limitation. Proposition 4 (the GANN Amendment) was approved by the voters of California in 1979, which states that all school districts must establish a GANN Limit for the preceding and current fiscal years in accordance with the provision of the GANN Amendment and applicable statutory law.

The California Department of Education requested these forms in accordance with Government Code Section 7906 (f), which states: "Each school district shall report to the Superintendent of Public Instruction and to the Director of Finance, at least annually, its appropriation limit, its appropriations subject to limitation, the amount of its state aid apportionments and subventions included within the proceeds of taxes of the school district, and amounts excluded from its appropriations limit, at a time and in a manner prescribed by the Superintendent of Public Instruction and by the Director of Finance."

The roll call vote follows.

Ayes: Trustees Piercy, Brandman, O'Neal, Holguin, and Smith

10.8 **Resolution No. 2009/10-B-03, Adjustments to Income and Expenditures General Fund, Resolution No. 2009/10-B-04, Adjustments to Income and Expenditures Various Funds, and the 2008-09 Unaudited Actual Financial Statements**

On the motion of Mr. O'Neal and duly seconded, the Board of Trustees adopted Resolution No. 2009/10-B-03, Adjustments to Income and Expenditures General Fund, Resolution No. 2009/10-B-04, Adjustments to Income and Expenditures Various Funds, and approved the 2008-09 Unaudited Actual Financial Statements. Each fiscal year the district prepares the Unaudited Actual Financial report in accordance with Education Code Section 41010. The report must be approved and filed with the state pursuant to Education Code Section 42100.

As part of the year-end closing of the financial records, budget adjustments are made to income and expenditures. These resolutions authorize budget adjustments to income and expenditures per Education Code Sections 42600-42601.

The roll call vote follows.

Ayes: Trustees Piercy, Brandman, O'Neal, Holguin, and Smith

10.9 **Grant Award for the Education for Homeless Children and Youth, American Recovery and Reinvestment Act (AARA) of 2009**

On the motion of Mrs. Piercy, duly seconded and unanimously carried, following discussion, the Board of Trustees accepted the grant award for the Education for Homeless Children and Youth, American Recovery and Reinvestment Act (AARA) of 2009, in the amount of \$14,100 for approximately 30 district students. This program is intended to extend the objectives of the original McKinney-Vento Homeless Education legislation. The purpose of the program is to provide continuity in a homeless student's educational experience. These funds will assist the district in meeting the exceptional needs of homeless children and may be used to defer the cost of bus passes, physical education uniforms, school uniform shirts, jackets, school notebooks, and other necessary instructional materials. Funding for this program must be expended by June 30, 2011.

10.10 **Orange County Sanitation District Sewer Charges**

On the motion of Mr. O'Neal, duly seconded and unanimously carried, following discussion, the Board of Trustees authorized the Orange County Department of Education to retain the services of Best Best and Krieger and an engineering firm to represent the district in negotiations and possible litigation. The Orange County Sanitation District (OCSD) has been trying to assess a one-time infrastructure fee to school districts for new construction since 2003. On September 25, 2008, the Board of Trustees authorized the Orange County Superintendent of Schools and a delegation of chief business officials to negotiate a tentative agreement on behalf of the district regarding the calculation of capital facilities fees to be charged by the OCSD.

The delegation of chief business officials now feels that it is necessary to retain the services of the legal firm, Best Best and Krieger, and an engineering firm, to assist in determining whether OCSD's ordinances establish a nexus between the amount of proposed fees and the actual capital facilities charges assessed to school districts. Based upon preliminary review, it has been determined that OCSD's imposed fees may not be justified. It would be in the best interest of the district to obtain joint legal counsel with other districts involved and share the costs. The costs for legal counsel and engineering consultant fees will not exceed \$38,241.53. (General Funds)

10.11 **Appointment of Board of Trustees' Representatives to the Board of Directors of the Anaheim Prep Sports/Activities Foundation**

Mrs. Smith exited the meeting at 8:31 p.m. and returned at 8:32 p.m.

Following the original motion of Mr. O'Neal and duly seconded, a discussion ensued. A motion was made by Mr. O'Neal, duly seconded and unanimously carried, to abandon the original motion. Mr. Holguin then made a motion to table this item. Mr. Holguin's motion was duly seconded and unanimously carried. Therefore, this item was tabled.

10.12 **Job Description, Revised, Second Reading**

On the motion of Mr. O'Neal, duly seconded and unanimously carried, following discussion, the Board of Trustees reviewed and approved revised job description 6301.50, Curriculum Specialist, After School Athletics. This redesigned position will be responsible for duties such as junior high school sports and certification of coaches.

11. **CONSENT CALENDAR**

On the motion of Mr. Brandman, duly seconded and unanimously carried, the Board of Trustees approved/ratified the following consent calendar.

11.1 **University of Southern California, Federal Work-Study Program**

The Board of Trustees ratified the agreement with the University of Southern California, Federal Work-Study Program for social work interns during the 2009-2010 year, effective June 30, 2009, at no cost to the district. All interns are supervised by Dr. Donald Baumeister, clinical social worker.

11.2 **Educational Consulting Agreement, Chambers Property Services, Inc.**

The Board of Trustees approved the consulting agreement with Chambers Property Services, Inc. Kathy Johnson, president, has provided ongoing services to the BITA program at Katella High School and Western High School for the past seven years. In addition to continuing support for the BITA program, Ms. Johnson will support the Career Technical Education (CTE) advisory boards in the following industry pathways: Culinary Arts, Education, Engineering, Finance and Business, Health Science, Information Technology, Marketing, Media and Entertainment, Public Services, and Transportation. She will focus on the expansion of industry involvement on the advisory boards and assist faculty in the development of ongoing industry and educational partnerships and resources. Services will be provided October 1, 2009, through June 30, 2010, at a cost not to exceed \$10,000. (Perkins Funds)

11.3 **Income Agreement, Orange County Superintendent of Schools**

The Board of Trustees ratified the income agreement with the Orange County Superintendent of Schools for special services to be provided to Walker Junior High School. The agreement will provide training for the entire faculty and administration in building a collaborative leadership model that emphasizes teacher leadership and the development of a healthy school climate. The Orange County Superintendent of Schools will designate two consultants from the Orange County Department of Education that will work with the faculty and administration to develop the elements of effective collaborative leadership in schools. Although the agreement has a start date of August 1, 2009, the scope of the project will not begin or be invoiced until the ratification of this agreement. The term of this agreement is August 1, 2009, through June 30, 2010, at a cost not to exceed \$3,500. (Title II Funds)

11.4 **After School Education and Safety Program-Core Grant**

The Board of Trustees ratified the After School Education and Safety Program-Core (ASES) grant award, in the amount of \$746,550, for Ball, Brookhurst, Dale, Orangeview, South, and Sycamore Junior High Schools. The grant provides ongoing after-school student literacy skills, academic enrichment, as well as safe and positive alternative programs for students. These funds will provide services July 1, 2009, through June 30, 2010.

11.5 **Public Economics, Inc.**

The Board of Trustees ratified a \$25,000 increase to the amount of the consulting agreement with Public Economics, Inc., as provided for in the original consulting agreement with the firm. The original agreement indicated that an increase might be required to complete the scope of the firm’s work because the extent of required services could not be determined until preliminary work was completed. The contract’s fee structure was based on hourly rates. During the period of February 2009 and March 2009 Public Economics, Inc. provided detailed additional tasks related to redevelopment income projections and redevelopment fund usage restrictions, which resulted in additional costs. This work contributed to reports on long-term modernization and renovation proposals for school facilities. This ratification will allow payments to be made on the remaining invoices from the firm. (Developer Funds and Redevelopment Funds)

11.6 **Award of Bid**

The Board of Trustees awarded the bid as listed.

<u>Bid #</u>	<u>Service</u>	<u>Award</u>	<u>Amount</u>
2010-03	Landscaping Anaheim High School (Facilities Funds)	Belaire-West Landscape, Inc.	\$288,000

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

The Board of Trustees approved the list of district furniture and equipment as surplus, salvage, old, and/or obsolete property, and authorized proper disposal through the auction process to the highest bidder.

11.8 **Certificated Personnel Report**

The Board of Trustees approved/ratified the certificated personnel report as submitted.

11.9 **Classified Personnel Report**

The Board of Trustees approved/ratified the classified personnel report as submitted.

11.10 **Purchase Order Detail Report**

The Board of Trustees ratified the purchase order detail report, August 19, 2009, through August 31, 2009.

11.11 **Check Register/Warrants Report**

The Board of Trustees ratified the check register/warrants report August 19, 2009, through August 31, 2009.

11.12 **Board of Trustees’ Meeting Minutes**

The Board of Trustees approved the minutes as submitted.

11.12.1 August 20, 2009, Special Meeting

11.12.2 August 27, 2009, Regular Meeting

12. **SUPPLEMENTAL INFORMATION**

Cafeteria Fund, July 2009

13. **STUDENT REPRESENTATIVE’S REPORT TO THE BOARD OF TRUSTEES**

Neda Arora, student representative, reported on The Power of One project. She stated that the district-wide theme for September is "What Matters Most." She also reported on a variety of student events at the schools.

14. **SUPERINTENDENT AND STAFF REPORT**

There were no reports at this time.

15. **BOARD OF TRUSTEES’ REPORT**

Mr. O’Neal welcomed staff back for the start of a new school year.

Mr. Holguin stated the early 7th grade start was a strategic move, which was successful.

Mrs. Smith commented on Cypress High School student Sam Barrera, who saved another life with the Heimlich maneuver.

16. **ADVANCE PLANNING**

16.1 **Future Meeting Dates**

The next regular meeting of the Board of Trustees will be held on Thursday, September 24, 2009, at 6:00 p.m.

Thursday, October 15
Thursday, November 5

Thursday, December 10

16.2 **Suggested Agenda Items**

There were no suggested agenda items at this time.

17. **ADJOURNMENT**

On the motion of Mr. O’Neal, duly seconded and unanimously carried, and in the memory of 9/11, the Board of Trustees adjourned the meeting at 9:01 p.m.

Approved _____
Clerk, Board of Trustees

ANAHEIM UNION HIGH SCHOOL DISTRICT

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

**BOARD OF TRUSTEES
Special Meeting Minutes
Thursday, September 24, 2009**

UNADOPTED**1. CALL TO ORDER-ROLL CALL**

President Katherine H. Smith called the special meeting of the Anaheim Union High School District Board of Trustees to order at 8:23 p.m.

Present: Katherine H. Smith, president; Thomas "Hoagy" Holguin, clerk; Brian O'Neal, assistant clerk; Anna L. Piercy and Jordan Brandman, members; Joseph M. Farley, superintendent; Tim Holcomb, deputy superintendent; Fred Navarro, Dianne Poore, and Russell Lee-Sung, assistant superintendents.

2. ADOPTION OF AGENDA

On the motion of Mr. O'Neal, duly seconded and unanimously carried, the Board of Trustees adopted the agenda.

3. PUBLIC COMMENTS, CLOSED SESSION ITEMS

There were no requests to speak.

4. CLOSED SESSION

The Board of Trustees entered closed session at 8:24 p.m.

5. RECONVENE MEETING

The Board of Trustees reconvened into open session at 8:39 p.m.

6. REPORT-CLOSED SESSION

Board Clerk Thomas "Hoagy" Holguin reported the following action taken in closed session.

The Board of Trustees took formal action to appoint Laura Quan to the position of Curriculum Specialist, After School Athletics Program.

7. ADJOURNMENT

On the motion of Mr. O'Neal, duly seconded and unanimously carried, the Board of Trustees adjourned the meeting at 8:40 p.m.

Approved _____
Clerk, Board of Trustees

ANAHEIM UNION HIGH SCHOOL DISTRICT

CAFETERIA FUND

FINANCIAL STATEMENTS

AUGUST 2009

Balance Sheet
Anaheim School Dist/Food Services
8/31/2009

9/29/2009 3:33:44 PM

Asset	Assets	
CASH		
9120	Cash-Checking	\$4,152,768.95
9122	Change Fund	\$14,515.00
9123	Petty Cash	\$50.00
Total CASH		\$4,167,333.95
RECEIVABLE		
9210	A/R - Current	\$24,997.39
9280	A/R - State	\$97,062.08
9290	A/R - Federal	\$720,554.18
Total RECEIVABLE		\$842,613.65
INVENTORIES		
9321	Warehouse Food	\$18,378.10
9322	Warehouse Commodity	\$5,488.00
9323	Warehouse Supplies	\$15,011.42
9326	School Food	\$46,291.04
9327	School Commodity	\$514.00
9328	School Supplies	\$7,622.09
Total INVENTORIES		\$93,304.65
Total Asset		<u>\$5,103,252.25</u>
Liability	Liabilities and Fund Balance	
LIABILITIES		
9510	A/P - Current	\$902,460.74
9580	Sales Tax Liability	\$591.63
9599	Purchases Clearing	\$0.00
9650	Deferred Revenue	\$48,734.93
9780	Reserve/Central Kitchen	\$3,000,000.00
Total LIABILITIES		\$3,951,787.30
Total Liability		<u>\$3,951,787.30</u>
Fund Balance		
FUND BALANCE		
9798	Fund Balance	\$1,617,882.27
Total FUND BALANCE		\$1,617,882.27
Total Fund Balance		<u>\$1,617,882.27</u>
Current Year Profit (Loss)		<u>(\$466,417.33)</u>
Total Liabilities and Fund Balance		<u>\$5,103,252.25</u>

Accounting Period equals 2 - 2010

Statement of Revenues and Expenses

Anaheim School Dist/Food Services

9/29/2009 3:39:15 PM

	8/31/2009				Period Ending 8/31/2008			
	Monthly	%	YTD	%	Monthly	%	YTD	%
Revenue								
Local Revenue								
8620	\$1,840.50	0.32 %	\$2,349.00	0.27 %	\$2,614.50	0.45 %	\$3,321.00	0.39 %
Elementary - Breakfast								
8621	\$22,581.00	3.90 %	\$28,971.00	3.28 %	\$33,232.50	5.77 %	\$44,798.29	5.25 %
Elementary - Lunch								
8632	\$49.00	0.01 %	\$540.75	0.06 %	\$0.00	0.00 %	\$556.50	0.07 %
High School - Breakfast								
8633	\$6,922.50	1.20 %	\$12,535.00	1.42 %	\$0.00	0.00 %	\$3,330.00	0.39 %
High School - Lunch								
8635	\$11,159.04	1.93 %	\$12,951.64	1.47 %	\$98.76	0.02 %	\$223.80	0.03 %
A La Carte Sales								
8637	\$209.65	0.04 %	\$249.19	0.03 %	\$178.19	0.03 %	\$231.09	0.03 %
Adult Rev. - Lunch								
Federal Reimbursements								
8200	\$82,933.90	14.32 %	\$110,532.40	12.51 %	\$93,500.75	16.22 %	\$124,208.23	14.55 %
Fed. Meal Rev.-Breakfast								
8220	\$365,709.75	63.14 %	\$590,997.29	66.89 %	\$359,747.82	62.42 %	\$560,097.81	65.62 %
Fed. Meal Rev.-Lunch								
8290	\$15,013.12	2.59 %	\$19,814.24	2.24 %	\$14,670.02	2.55 %	\$19,250.23	2.26 %
Misc Fed Rev.-Snack								
State Reimbursements								
8500	\$10,674.94	1.84 %	\$14,236.11	1.61 %	\$12,661.64	2.20 %	\$16,809.31	1.97 %
St. Meal Rev.-Breakfast								
8520	\$30,221.20	5.22 %	\$48,984.50	5.54 %	\$31,255.04	5.42 %	\$60,694.65	7.11 %
St. Meal Rev.-Lunch								
Other Revenue								
8638	(\$453.29)	-0.08 %	(\$451.53)	-0.05 %	\$50.93	0.01 %	\$53.61	0.01 %
Cash Over & Short								
8689	\$25,259.25	4.36 %	\$31,439.25	3.56 %	\$27,535.58	4.78 %	\$7,933.33	0.93 %
Misc Fees/Contract								
8699	\$7,076.50	1.22 %	\$10,441.77	1.18 %	\$761.46	0.13 %	\$12,040.62	1.41 %
Spec Activity/Cater								
Total Revenue	\$579,197.07	100.00 %	\$883,590.61	100.00 %	\$576,307.19	100.00 %	\$853,548.47	100.00 %
Expense								
Food Purchases & Govmnt								
4700	\$307,849.38	53.15 %	\$411,971.51	46.62 %	\$160,756.14	27.89 %	\$226,733.56	26.56 %
Food Purchases								
Supplies								
4300	\$43,377.22	7.49 %	\$45,621.84	5.16 %	\$23,694.78	4.11 %	\$47,337.92	5.55 %
Materials & Supplies								
4790	(\$1,174.17)	-0.20 %	(\$15.17)	0.00 %	\$111,540.50	19.35 %	\$164,660.12	19.29 %
Supplies (Food)								
Salaries								
2200	\$178,502.35	30.82 %	\$304,057.54	34.41 %	\$180,836.71	31.38 %	\$301,495.89	35.32 %
Classified Salaries								
2300	\$30,463.45	5.26 %	\$62,902.90	7.12 %	\$30,342.07	5.26 %	\$62,660.14	7.34 %
Class.Sup/Admin Salaries								
2400	\$31,870.50	5.50 %	\$60,324.57	6.83 %	\$30,524.40	5.30 %	\$61,442.74	7.20 %
Clerical/Office Salaries								
Benefits								
3202	\$20,809.94	3.59 %	\$35,075.69	3.97 %	\$21,201.80	3.68 %	\$37,103.32	4.35 %
PERS, Classified Position								

Statement of Revenues and Expenses

Anaheim School Dist/Food Services

9/29/2009 3:39:15 PM

Expense	8/31/2009				Period Ending 8/31/2008			
	Monthly	%	YTD	%	Monthly	%	YTD	%
Expense								
Benefits								
3302	\$20,356.25	3.51 %	\$38,030.49	4.30 %	\$18,456.83	3.20 %	\$32,416.51	3.80 %
OASD/MED/Classified Position								
3402	\$135,397.37	23.38 %	\$270,794.74	30.65 %	\$129,219.67	22.42 %	\$257,596.90	30.18 %
Hlth/Welfare, Classified								
3502	\$735.53	0.13 %	\$1,304.77	0.15 %	\$730.33	0.13 %	\$1,282.57	0.15 %
SUI, Classified Position								
3602	\$3,880.75	0.67 %	\$3,880.75	0.44 %	\$3,792.84	0.66 %	\$6,660.77	0.78 %
Workers Comp, Classified								
3802	\$7,128.69	1.23 %	\$12,450.23	1.41 %	\$7,283.70	1.26 %	\$12,548.07	1.47 %
PERS Reduc, Classified								
Other Expenses								
5200	\$1,270.78	0.22 %	\$1,330.24	0.15 %	\$587.95	0.10 %	\$1,890.03	0.22 %
Travel & Conference								
5500	\$2,410.62	0.42 %	\$2,845.62	0.32 %	\$39,686.71	6.89 %	\$41,375.24	4.85 %
Operation & Housekeeping								
5600	\$51,027.67	8.81 %	\$56,408.18	6.38 %	\$30,209.24	5.24 %	\$36,322.82	4.26 %
Rental/Lease/Repair								
5900	\$1,716.71	0.30 %	\$2,388.92	0.27 %	\$6,498.79	1.13 %	\$9,709.55	1.14 %
Fax, Pager, Postage								
6400	\$0.00	0.00 %	\$0.00	0.00 %	\$4,615.15	0.80 %	\$8,525.41	1.00 %
Equipment less \$500								
Capital Outlay								
6500	\$26,232.62	4.53 %	\$40,635.12	4.60 %	\$1,823.07	0.32 %	\$4,073.80	0.48 %
Equipment-RPmore\$500								
Total Expense	\$861,855.66	148.80 %	\$1,350,007.94	152.79 %	\$801,800.68	139.13 %	\$1,313,835.36	153.93 %
Net Profit (Loss)	(\$282,658.59)	-48.80 %	(\$466,417.33)	-52.79 %	(\$225,493.49)	-39.13 %	(\$460,286.89)	-53.93 %

Accounting Period equals 2 - 2010 and the Prior Accounting Period is equal to Accounting Period equals 2 - 2009