



**AGENDA**

**Regular Meeting  
 Tuesday, November 8, 2011 – 4:15 p.m.  
 Board Room – District Office**

AGENDA POSTED: November 04, 2011 – Personnel Commission Office Window

1.0 **CALL TO ORDER** By: \_\_\_\_\_ Time: \_\_\_\_\_

2.0 **ROLL CALL**

		PRESENT	ABSENT
Chairperson	Audrey Cherep	_____	_____
Vice-Chairperson	Speed Castillo	_____	_____
Commissioner	Chuck Darrington	_____	_____
Executive Director	Victoria Wintering, Ph.D.	_____	_____

3.0 **PLEDGE OF ALLEGIANCE**

Personnel Commission Chairperson, Audrey Cherep, will lead the Pledge of Allegiance to the Flag of the United States of America.

4.0 **PUBLIC COMMENTS: REQUEST TO SPEAK TO AGENDA AND NON-AGENDA ITEMS**

This is the appropriate point in the agenda for those present to speak to any item on the agenda.

Those who wish to speak to any item of concern not on the agenda, no action will be taken at this time.

5.0 **GENERAL FUNCTIONS**

**Reference**

**Action**

5.1 Approve the agenda as submitted or amended.

Moved by \_\_\_\_\_  
 Seconded \_\_\_\_\_  
 Vote \_\_\_\_\_

5.2 Approve minutes of regular meeting of October 11, 2011.

**Exhibit A**

Moved by \_\_\_\_\_  
 Seconded \_\_\_\_\_  
 Vote \_\_\_\_\_

5.3 Communication

No Action Required

6.0 **SELECTION PROCESS**

6.1 List of Current Recruitments (Test Plan)

**Exhibit B**

No Action Required

6.2 Certification/Ratification of Eligibility Lists

**Exhibit C**

Moved by \_\_\_\_\_  
 Seconded \_\_\_\_\_  
 Vote \_\_\_\_\_

6.2.1 Employee Relations Analyst

6.2.2 Instructional Assistant – Medically Fragile/  
 Orthopedically Impaired

6.2.3 Instructional Assistant Specialized  
 (Deaf/Hard of Hearing, Visually Impaired)

## AGENDA

**Regular Meeting**  
**Tuesday, November 8, 2011 – 4:15 p.m.**  
**Board Room – District Office**

6.2.4 Licensed Vocational Nurse

### 7.0 CLASSIFICATION AND SALARY

7.1 Reclassify Jacqueline Brock from Accounting Technician to Business Technician. Salary range 57 - CSEA, effective November 9, 2011. Moved by \_\_\_\_\_  
Seconed \_\_\_\_\_  
Vote \_\_\_\_\_

7.2 Reclassify Yolanda Berber from Senior Budget Technician to Accounting Technician. and Y-rate her salary at salary range 57 - CSEA effective November 9, 2011. Moved by \_\_\_\_\_  
Seconed \_\_\_\_\_  
Vote \_\_\_\_\_

### 8.0 OTHER

8.1 Approval of the Revised Educational Consulting Agreement for Marc Steele to conduct hearing HR-2009-10-7 **Exhibit D** Moved by \_\_\_\_\_  
Seconed \_\_\_\_\_  
Vote \_\_\_\_\_

8.2 Unfinished Business No Action Required

8.3 Commissioner's Comments No Action Required

### 9.0 NEXT REGULAR MEETING

Date: **Tuesday, December 13, 2011**  
Time: 4:15 p.m.  
Location Board Room

10.0 **ADJOURNMENT:** \_\_\_\_\_ p.m.

**The Personnel Commission**  
**Anaheim Union High School District**  
 501 Crescent Way • Post Office Box 3520  
 Anaheim • California 92803•3544



Page: 1 of 3

## **MINUTES**

**Regular Meeting**  
**Tuesday, October 11, 2011 – 4:15 p.m.**  
**Board Room – District Office**

### **1.0 CALL TO ORDER**

The meeting of the Personnel Commission of the Anaheim Union High School District was called to order by Chairperson Audrey Cherep at 4:15 p.m.

### **2.0 ROLL CALL**

Present: Audrey Cherep, Chairperson; Speed Castillo, Vice-Chairperson; Charles Darrington, Commissioner; and Victoria Wintering, Ph.D., Executive Director.

### **3.0 PLEDGE OF ALLEGIANCE**

Personnel Commission Chairperson, Audrey Cherep, led the Pledge of Allegiance to the Flag of the United States of America.

### **4.0 PUBLIC COMMENTS: REQUEST TO SPEAK TO AGENDA AND NON-AGENDA ITEMS**

1. Ken Ball, CSEA Labor Relations Representative, spoke on behalf of employee Alonzo Powell, regarding the outcome of hearing HR-2009-10-14.

### **5.0 GENERAL FUNCTIONS**

- 5.1 On the motion of Mr. Castillo, duly seconded and unanimously carried, the Personnel Commission adopted the agenda as submitted.
- 5.2 On the motion of Mr. Darrington, duly seconded and unanimously carried, the Personnel Commission approved the minutes of the regular meeting of September 13, 2011.
- 5.3 Communication

Dr. Wintering congratulated Melanie Thomasson on her promotion and welcomed her as the new Human Resources Assistant. She also mentioned that the second Merit Academy class was meeting this Saturday.

Dr. Wintering also noted that she was hosting Interns majoring in Industrial/Organizational Psychology from California State University Long Beach. They will be conducting a job classification study on Athletic Facility Workers I/II at Cypress, Savanna, and Anaheim High School. Jack Janec, AFSCME Vice President wanted to know if this study will benefit the District. Dr. Wintering stated yes it will benefit the district and explained the process of the job study.

## **MINUTES**

**Regular Meeting**  
**Tuesday, October 11, 2011 – 4:15 p.m.**  
**Board Room – District Office**

### **6.0 SELECTION PROCESS**

6.1 List of Current Recruitments (Test Plan)

6.2 Certification/ratification of eligibility lists

6.2.1, 6.2.2, 6.2.3, 6.2.4, 6.2.5 On the motion of Mr. Castillo, duly seconded and unanimously carried, the Personnel Commission certified the eligibility lists for Executive Assistant, health Services Technician I, Human Resources Assistant, Maintenance Service Worker, and Warehouse Supervisor.

### **7.0 OTHER**

7.1 No unfinished Business at this time.

7.2 Commissioner's Comments

Mr. Castillo again stated that he wanted Dr. Wintering's position of Executive Director Human Resources, Classified to be included as a member of Cabinet. He stated that the previous Superintendent made the change.

Mr. Darrington concurred with Mr. Castillo's statement and noted that the position of Executive Director Human Resources had been on cabinet for the last 50 years. He stated that Classified employees were very important and should be represented.

Julie Payne, CSEA Vice President also stated that she felt Dr. Wintering should also be on cabinet to represent the Classified employees. She feels she would serve as an impartial representative.

Dr. Novack spoke about Dr. Wintering and stated that she appreciates her dedication and hard work. She mentioned that Dr. Wintering is a on the Budget and Personnel committee, she serves on the Leadership Team, and also that she meets with her one on one, once a month. Dr. Novack stated that she will take all of their statement into consideration and thanked Dr. Wintering for all she does for Classified employees.

### **8.0 CLOSED SESSION**

8.1 Adjourn to Closed Session.

Public Employee Discipline/Dismissal/Release (Government Code 54957)

Appeal Decision on:

Case # HR-2009-10-14

## **MINUTES**

**Regular Meeting**  
**Tuesday, October 11, 2011 – 4:15 p.m.**  
**Board Room – District Office**

Adjourned to Closed Session at 4:34 p.m.

Reconvened to Regular Meeting at 5:00 p.m.

On the motion of Mr. Castillo, duly seconded and unanimously carried, the Personnel Commission sustained the recommendation made by Terri Tucker, hearing officer, to uphold the action of the District regarding case # HR-2009-10-14.

### **9.0 NEXT REGULAR MEETING**

Date: **Tuesday, November 8, 2011**  
Time: 4:15 p.m.  
Location Board Room

### **10.0 ADJOURNMENT**

The Personnel Commission adjourned the meeting at 5:03 p.m.

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Audrey Cherep, Chairperson





## ANAHEIM UNION HIGH SCHOOL DISTRICT

## PERSONNEL COMMISSION

ELIGIBILITY LIST NO. 64P02-0811

POSITION: EMPLOYEE RELATIONS ANALYST – OPEN

DATE ADVERTISED: 8/30/11 – 9/09/11

<b>NUMBER OF APPLICATIONS RECEIVED:</b>	119
NUMBER OF APPLICANTS ADMITTED TO EXAM	35
<b>DATE OF WRITTEN EXAM: 9/30/11</b>	
NUMBER OF APPLICANTS PARTICIPATING IN WRITTEN EXAM	23
NUMBER OF APPLICANTS PASSING WRITTEN EXAM	13
<b>DATE OF ORAL EXAM: 10/18/11</b>	
NUMBER OF APPLICANTS PARTICIPATING IN ORAL EXAM	10
NUMBER OF APPLICANTS PASSING ORAL EXAM	7

<b>TOTAL NUMBER CERTIFIED ON ELIGIBILITY LIST:</b>	<b>7</b>
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**PANEL MEMBERS:**

Chanjira Luu, Personnel Analyst, LACOE

Pat Collison, Assistant Personnel Director, Garden Grove Unified School District

Brandon Tietze, Personnel Director, Bassett Unified School District

Ken Kato, Personnel Director, Downey Unified School District

  
 VICTORIA WINTERING, EXECUTIVE DIRECTOR HUMAN RESOURCES/CLASSIFIED

CERTIFIED: November 8, 2011

EXTENDED:

EXPIRED:

Human Resources • Personnel Commission  
 501 Crescent Way • Post Office Box 3520  
 Anaheim • California 92803•3544  
 Tel: 714•999•3548 Fax: 714•520•9752  
 We are an Equal Opportunity District



ANAHEIM UNION HIGH SCHOOL DISTRICT

PERSONNEL COMMISSION

ELIGIBILITY LIST NO. 64EM3-2011


POSITION: **INSTRUCTIONAL ASSISTANT – MEDICALLY FRAGILE/ORTHOPEDECALLY IMPAIRED - OPEN**

DATE ADVERTISED: 07/12/11 – 08/02/11

**NUMBER OF APPLICATIONS RECEIVED:** 40  
NUMBER OF APPLICANTS ADMITTED TO EXAM 15

**DATE OF WRITTEN NCLB MATH/ENGLISH, ABILITY TO ASSIST, COMPETENCY AND JOB KNOWLEDGE EXAMS: 9/27/11**  
NUMBER OF APPLICANTS PARTICIPATING IN WRITTEN EXAM 15  
NUMBER OF APPLICANTS PASSING WRITTEN EXAM 7

<b>TOTAL NUMBER CERTIFIED ON ELIGIBILITY LIST:</b>	<b>7</b>
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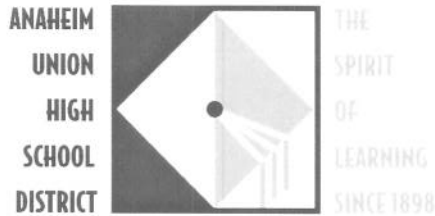
  
VICTORIA WINTERING, EXECUTIVE DIRECTOR HUMAN RESOURCES/CLASSIFIED

CERTIFIED: November 8, 2011

EXTENDED:

EXPIRED:





ANAHEIM UNION HIGH SCHOOL DISTRICT

PERSONNEL COMMISSION

ELIGIBILITY LIST NO. 64EV3-2011

POSITION: **INSTRUCTIONAL ASSISTANT SPECIALIZED (DEAF/HARD OF HEARING, VISUALLY IMPAIRED) - OPEN**

DATE ADVERTISED: 07/12/11 - 08/02/11

**NUMBER OF APPLICATIONS RECEIVED:** 69  
NUMBER OF APPLICANTS ADMITTED TO EXAM 37

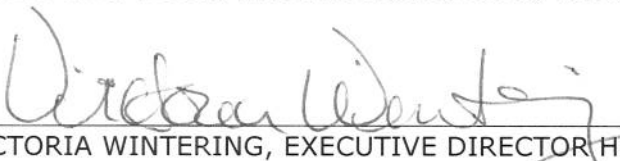
**DATE OF WRITTEN NCLB MATH/ENGLISH, ABILITY TO ASSIST, COMPETENCY AND JOB KNOWLEDGE EXAMS: 9/27/11**  
NUMBER OF APPLICANTS PARTICIPATING IN WRITTEN EXAM 12  
NUMBER OF APPLICANTS PASSING WRITTEN EXAM 11

**DATE OF ORAL EXAM: 10/14/11**  
NUMBER OF APPLICANTS PARTICIPATING IN ORAL EXAM 11  
NUMBER OF APPLICANTS PASSING ORAL EXAM 6

<b>TOTAL NUMBER CERTIFIED ON ELIGIBILITY LIST:</b>	<b>6</b>
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**PANEL MEMBERS:**

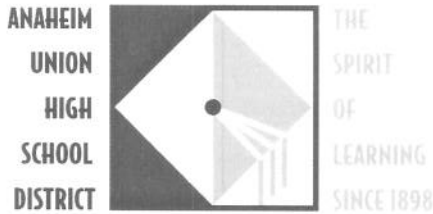
DEBORAH WARREN, DIRECTOR OF OUTREACH/EARLY CHILDHOOD CENTER, BCLC  
SARAH THOMPSON, HR PERSONNEL, SLPA, HUNTINGTON BEACH UHSD

  
VICTORIA WINTERING, EXECUTIVE DIRECTOR HUMAN RESOURCES/CLASSIFIED

CERTIFIED: November 8, 2011

EXTENDED:

EXPIRED:



ANAHEIM UNION HIGH SCHOOL DISTRICT

PERSONNEL COMMISSION

ELIGIBILITY LIST NO. 64LVN-2011

**POSITION:** LICENSED VOCATIONAL NURSE – OPEN

**DATE ADVERTISED:** 07/15/11 – 08/04/11

**NUMBER OF APPLICATIONS RECEIVED:** 140  
NUMBER OF APPLICANTS ADMITTED TO EXAM 79


**DATE OF WRITTEN EXAM: 09/16/11**  
NUMBER OF APPLICANTS PARTICIPATING IN WRITTEN EXAM 79  
NUMBER OF APPLICANTS PASSING WRITTEN EXAM 36

**DATE OF ORAL EXAM: 10/11/11 AND 10/17/11**  
NUMBER OF APPLICANTS PARTICIPATING IN ORAL EXAM 36  
NUMBER OF APPLICANTS PASSING ORAL EXAM 26

<b>TOTAL NUMBER CERTIFIED ON ELIGIBILITY LIST:</b>	<b>26</b>
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**PANEL MEMBERS:**

VIVIAN JAMES, RETIRED NURSE, FRIENDLY HILLS REGIONAL MEDICAL CENTER  
JANE KELLY, NURSE, ANAHEIM UHSD  
GAYLE MCLEAN, NURSE, SANTA ANA USD  
MARIAN OLIVER, NURSE, HUNTINGTON BEACH UHSD

  
VICTORIA WINTERING, EXECUTIVE DIRECTOR HUMAN RESOURCES/CLASSIFIED

CERTIFIED: November 8, 2011

EXTENDED:

EXPIRED:

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

**EDUCATIONAL CONSULTING AGREEMENT**

**THIS AGREEMENT** is made and entered into this (Board Approval Date):

8 <sup>th</sup>	day of	November	2011
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by and between

Marc Steele

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

**WHEREAS** the Personnel Commission 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:

Personnel Commission Appeal Hearing for Dan Clavel

Site/School:	District Office	Funds (Cost Center):	01051058725810
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2. List of Other Supportive Staff or Consultants:

None

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

Date: 11-9-11	During the appeal process and hearing for Dan Clavel
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and shall diligently perform as specified and complete performance by:

Date: unknown	The end of the appeal hearing of Dan Clavel
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Consultant shall perform said services as an independent contractor calling and not as an employee of the District. Consultant shall be under the control of the District/Personnel Commission 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/Personnel Commission 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:

Marc Steele
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5. District/Personnel Commission shall pay Consultant the maximum amount of

At an hourly rate of \$71.23, not to exceed \$14300.00 plus expenses for hotel, meals, and mileage (see attached Schedule A for hotel, meal and mileage expense).
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for services rendered

to # of people:	1	# hours per day:	8	# of days:	25
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pursuant to this AGREEMENT. Payment shall be made 15 to 30 days after receipt of invoice. Consultant shall submit an invoice to District/Personnel Commission.

6. District/Personnel Commission may at any time for any reason terminate this AGREEMENT. Written notice by the Personnel Commission Chair 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 and Personnel Commission, 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, Personnel Commission, 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, Personnel Commission, 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, Personnel Commission, 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, Personnel Commission, its officers, agents, or employees in any action suit, or other proceedings as a result thereof.

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

The Consultant will act as the Personnel Director, Personnel Commission for the appeal hearing for Dan Clavel. The hearing is scheduled for up to twenty days with an additional five days used for administrative services as associated with the hearing.

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

The current Personnel Director for the Personnel Commission might be called as a witness in the hearing of Dan Clavel.

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

Technical support will be supported by the Human Resources Assistant, Melanie Thomasson.

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

Mark all items that are true for the intended Consultant:

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

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

<b>CONSULTANT:</b>	<b>DISTRICT:</b>
Typed Name of Consultant:	
Marc Steele	Anaheim Union High School District
Typed Name/Title of Authorized Signatory:	
Audrey Cherep, Personnel Commission Chair	Dianne Poore
Authorized Signature:	
Signature of Assistant Superintendent:	
Street Address:	
501 Crescent Way, P.O. Box 3520	
City, State, Zip Code	
Anaheim, CA 92803-3520	
Date:	
November 8, 2011	

Mark Appropriately:

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

Social Security Number or Federal Identification Number

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\*Or, initial below:

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

760-217-8080	Msteele92307@yahoo.com
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*If a 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:	
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