

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: January 18, 2013

To: Brian O'Neal, P.O. Box 3520, Anaheim, CA 92803-3520
Annemarie Randle-Trejo, P.O. Box 3520, Anaheim, CA 92803-3520
Anna L. Piercy, P.O. Box 3520, Anaheim, CA 92803-3520
Katherine H. Smith, P.O. Box 3520, Anaheim, CA 92803-3520

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

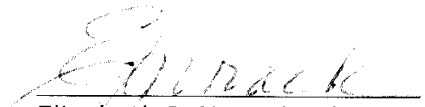
You are hereby notified that a regular meeting of the
Board of Trustees of the Anaheim Union High School District
is called for

Thursday, the 24th day of January 2013

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

Closed Session-3:00 p.m.

Regular Meeting-6:00 p.m.


Elizabeth I. Novack, Ph.D.
Superintendent

ANAHEIM UNION HIGH SCHOOL DISTRICT

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

BOARD OF TRUSTEES
Agenda
Thursday, January 24, 2013
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 N. Crescent Way in Anaheim, California. The office is open from 7:45 a.m. to 4:30 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. Novack, Dr. Sevillano, 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 54957: Public employee discipline/dismissal/release.
- 4.3 To consider matters pursuant to Government Code Section 54957: Public employee discipline/dismissal/release, HR-2012-13-04.
- 4.4 To consider matters pursuant to Government Code Section 54957: Public employee discipline/dismissal/release, HR-2012-13-05. **[CONFIDENTIAL EXHIBIT]**
- 4.5 To consider matters pursuant to Education Code Section 48918: Expulsion of students 12-38, 12-41, 12-42, and 12-43, 12-45, 12-46, 12-47, and 12-49.

5. **RECONVENE MEETING, PLEDGE OF ALLEGIANCE, AND REPORT OUT** **INFORMATION ITEM**

5.1 **Reconvene Meeting**

The Board of Trustees will reconvene into open session.

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

Student Representative to the Board of Trustees Primala Parmar will lead the Pledge of Allegiance to the Flag of the United States of America and provide the moment of silence.

5.3 **Closed Session**

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

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

Board of Trustees President Brian O'Neal will introduce dignitaries in attendance.

7. **BOARD OF TRUSTEES' RECOGNITION** **INFORMATION ITEM**

7.1 **Recognition**

The Board of Trustees will honor Trustee Anna L. Piercy for her service as Board of Trustee president from December 2011 through December 2012.

7.2 **CTE Business Students of the Year**

The Anaheim Chamber of Commerce recognized our top performers in a Career Technical Education (CTE) business pathway at their annual Anaheim Business Awards Luncheon on December 5, 2012. Supported through the city's new Anaheim Enterprise Zone grant, this was the first time the Chamber of Commerce included student recognition as part of the event. Nominated by their business teacher, a panel of community business leaders selected the final winners. Recipients of the award exemplify the skills, leadership, and entrepreneurship of future business leaders. The winners are: Alina Lee, Oxford Academy, Entrepreneurship Pathway and Nadine Sawalha, Loara High School, Media Production Arts Pathway.

The Board of Trustees will recognize Ms. Lee and Ms. Sawalha and present each student with a certificate of achievement.

7.3 **Mixed Veggies**

On Friday, November 9, 2012, the California School Nutrition Association held the first ever Chop-Ed cooking competition at the 60th Annual California School Nutrition Association Conference in Pasadena. Anaheim Union High School District Food Service had two (2) teams participate in the contest. This cooking event was designed to closely mirror the "Chopped" television show where chefs from different venues compete with each other to create a winning menu using secret menu ingredients provided to the contestants at the beginning of each course.

Twelve teams of four (4) contestants participated in the CSNA Chop-Ed competition. The competition was held at Le Cordon Bleu College of Culinary Arts in Pasadena. The contestants were each given a box with identical "mystery" ingredients. The contestants had 30 minutes to cook and present four (4) identical plates utilizing the ingredients provided to prepare a reimbursable meal that met the minimum federal requirements. The plates presented were judged on presentation, taste, meeting the Healthy Hunger Free Kids Act guidelines, proper sanitation, and the overall condition of the workplace after completion. The "Mixed Veggies" representing AUHSD Food Service came in 2nd place. The "Mixed Veggies" participants included Krista Petty, assistant director of Food Service; Julie Thrum, supervisor of Food Service; Nancy Van Ginkel, Brookhurst Junior High School cafeteria manager; and Teresa Alvarez, Savanna High School cafeteria manager.

The Board of Trustees will recognize the "Mixed Veggies" team with a certificate of achievement.

8. **REPORTS** **INFORMATION ITEM**

8.1 **Principals' Report**

Dr. Ben Carpenter, Cypress High School principal, and Dr. Jodie Wales, Lexington Junior High School principal, will present an update regarding the Response to Intervention program.

8.2 **Anaheim Secondary Council Parent Teacher Association (ASCPTA) Report**

Ken Jenks, ASCPTA president, will report on PTA activities throughout the District.

8.3 **Student Representative's Report**

Primala Parmar, student representative to the Board of Trustees, will report on school activities throughout the District.

8.4 **Reports of Associations**

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

8.5 **District Update**

Public Information Officer Pat Karlak will present highlights of events throughout the District.

9. **PUBLIC COMMENTS, OPEN SESSION ITEMS** **INFORMATION ITEM**

Opportunities for public comments occur at the beginning of each agenda item and at this time for items not on the agenda. Persons wishing to address the Board of Trustees should complete a speaker request form, available on the information table, at the back of the room, and submit it to the executive assistant prior to the meeting. Each speaker is limited to a maximum of five minutes; each topic or item is limited to a total of 20 minutes. Board Members cannot immediately respond to public comments, as stated on the speaker request form.

10. **ITEMS OF BUSINESS**

SUPERINTENDENT'S OFFICE

10.1 **Public Hearing Concerning Candidates for the Provisional Appointment to the Board of Trustees** **INFORMATION ITEM**

Background Information:

On December 7, 2012, Mr. Jordan Brandman resigned from the Board of Trustees creating a vacancy on the five-member Board of Trustees of the District. On December 13, 2012, the Board voted to fill the vacancy by making a provisional appointment. The process for making a provisional appointment to the Board is outlined in Education Code Sections 5090-5095 and Board Policies 10221 and 10111. Board policy requires that additional input be accepted concerning the candidates for the provisional appointment from any patron of the District, in writing to the Board President, or at a public meeting of the Board. This public hearing is scheduled to provide such an opportunity. Deadline for written comments regarding candidates are due upon conclusion of the January 24, 2013, Board of Trustees meeting.

Current Consideration:

The following persons have met the residency requirement, as well as the notification and submission deadlines, to be considered for the provisional appointment to the Board:

Roberto Baeza	Al Jabbar
Vernon Beckett	Robby Johnson
Ana Calesti	Art Montez
Lori Dinwiddie	Joaquin Parra, Jr.
Juliann Ferguson	Thomas Peters
Jackie Filbeck	Al Salehi
Gabriela Hernandez	John Santoianni
Patricia Hyde	Forrest Turpen

The Board of Trustees will convene a special Board meeting on January 29, 2013, at 5:00 p.m. to interview the candidates. On January 31, 2013, at 5:00 p.m., the Board will convene a special Board meeting to appoint the new member to the Board of Trustees. The public is invited to attend both of these meetings.

Budget Implication:

None

Staff Recommendation:

It is recommended that the Board of Trustees formally open the public hearing, inviting anyone wishing to address the Board concerning any of the candidates for the provisional appointment and that when such input has been provided that the public hearing be closed.

BUSINESS SERVICES DIVISION

10.2 **Financial Audit Report for Fiscal Year 2011-12** **ACTON ITEM**

Background Information:

California Education Code Section 41020 requires that school districts provide for an annual audit of all funds under the district's jurisdiction using an independent auditor and report out the information using the format established by the California State Controller's Office. California Education Code Section 41020.3 requires that the Governing Board review the annual audit at one (1) of its regularly scheduled meetings.

Current Consideration:

The Board of Trustees previously retained the firm of Vavrinek, Trine, Day & Co., LLP, certified public accountants, to conduct the District's annual audit. Representatives of the firm have completed their examination and have presented the results to District staff. The final report has been provided to the Board of Trustees and will be presented in open session.

Budget Implication:

The contract for the audit was previously approved by the Board of Trustees April 1, 2010, for an amount not to exceed \$45,000.

Staff Recommendation:

It is recommended that the Board of Education review and accept the Annual Audit Report. **[EXHIBIT A]**

10.3 **Agreement, Arbitrage Rebate Computation for Food Service, Certificates of Participation 2004 Series A** **ACTON ITEM**

Background Information:

Internal Revenue Regulations require arbitrage rebate computations to be completed no later than five (5) years from the date of a debt issuance, and every five (5) years thereafter. The Food Service Certificates of Participation were issued in September 2004. This arbitrage study will bring the District current with the arbitrage requirements.

American Municipal Tax-Exempt Compliance Corporation (AMTEC) recently provided the same services for the General Obligation Bond refunding.

Current Consideration:

AMTEC will provide the arbitrage study to determine if any excess interest was earned on the \$15,000,000 Food Service Certificates of Participation. If there has been excess interest earned AMTEC will provide the IRS form for the District to file. The District would have to make any necessary payment with the filing. School districts are not allowed to earn interest on borrowings in excess of IRS set limits. The rules and calculation are fairly complex.

Budget Implication:

The cost of the computation is \$4,700.00. The cost will be paid from the Special Reserve for Capital Outlay Fund.

Staff Recommendation:

It is recommended that the Board of Trustees approve the agreement. **[EXHIBIT B]**

10.4 **Agreement, Third Party Claims Administration** **ACTION ITEM**

Background Information:

The District has been associated with Claim Retention Services, Inc. (CRS), since 2007 when claim administration services were transferred from another third party administrator. Claim Retention Services, Inc. (CRS), administers the property and liability claims.

Current Consideration:

Staff has an interest in continuing to utilize the services of (CRS) in order to administer the District's property and liability claims program from February 1, 2013, through January 31, 2014. Claims administration services would include both claims within the self-insured retention of \$25,000 for property claims and \$50,000 for liability, as well as claims beyond the self-insured retention that are governed by our participation in the California State

Association of County (CSAC) Excess Insurance Authority. CRS would also continue to administer claims for the District self-funded student accident insurance program.

Budget Implication:

The annual fixed rate fee for property and liability claims that occur within the self-insured retention of the District would not exceed \$21,000. Administration of claims beyond the self-insured retention would be invoiced on a time and expense basis and reimbursement requested from California State Association of County Excess Insurance Authority. Additional investigative and mileage expenses would be on an as needed basis. Claim administrative services for the student accident insurance program would not exceed \$3,000. (General Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the agreement between the Anaheim Union High School District and Claim Retention Services, Inc. **[EXHIBIT C]**

10.5 **Agreement, Third Party Tender, Hudson Insurance Company** **ACTION ITEM**

Background Information:

The District entered into a contract with America West Landscape in July 2012 for Bid 2012-16, Loara H.S. Security Fence and Landscape Improvements. The contractor used Hudson Insurance Company as the surety to provide the required Performance and Payment Bonds. In October 2012, the District notified America West Landscape that they had failed to satisfy certain contract performance obligations and was required to cure such failures within ten (10) days. America West Landscape failed to cure the failures and the District declared the contract to be in default.

Current Consideration:

The District made a demand upon the surety, Hudson Insurance Company, to complete the project pursuant to its obligations under the Performance Bond. The surety solicited bids from qualified licensed contractors to repair and complete the project. Hudson Insurance Company chose JM and J Contractors to be the Completion Contractor. Therefore, the surety and the District desire to complete the project using JM and J Contractors.

Budget Implication:

Completion of the project will cost the District \$239,500 and was awarded to JM and J Contractors. The Surety will issue the District a check in the amount of \$33,740.24 to satisfy all liquidated damages incurred as a result of America West's default on the project. (Redevelopment Funds, Deferred Maintenance, and/or other Funds as appropriate)

Staff Recommendation:

It is recommended that the Board of Trustees ratify the Third Party Tender Agreement with Hudson Insurance Company. **[EXHIBIT D]**

10.6 **Ratify Default of Contract, America West Landscape** **ACTION ITEM**

Background Information:

The District entered into a contract with America West Landscape in July 2012 for Bid 2012-16, Loara High School security fence and landscape improvements. In October 2012, the District notified America West Landscape that they had failed to satisfy certain contract performance obligations and was required to cure such failures within ten (10) days. America West Landscape failed to cure the failures and the District declared the contract to be in default.

Current Consideration:

The District has entered into a Third Party Tender Agreement with the surety to complete the project using JM and J Contractors.

Budget Implication:

None

Staff Recommendation:

It is recommended that the Board of Trustees ratify the default of the contract by America West Landscape. **[EXHIBIT E]**

10.7 **Developer Fee Deferral Request**

ACTION ITEM

Background Information:

In 2009, the Board of Trustees took action to implement a program to defer payment of school facilities impact fees on residential developments for the 2009 calendar year. Subsequently, the Board of Trustees extended the program for the 2010, 2011, and 2012 calendar years. The school fee deferral process was put into place to defer the collection of developer fees by the District from the planning stage of a development project until after the project had been completed and ready for occupancy. AUHSD is currently the only district in southern California with such a fee deferral program, per the Building Institute Association (BIA). Since the inception of the program, two (2) contractors have requested a deferral of developer fees.

Current Consideration:

The program to defer payment of school facilities impact fees on residential developments expired on December 31, 2012.

Budget Implication:

Deferment of fees for 2012 totaled \$155,084, of which \$81,360 is still pending payment.

Staff Recommendation:

It is recommended that the Board of Trustees discuss the extension of the school fee deferral process for the 2013 calendar year. **[EXHIBIT F]**

10.8 **Notice of Completion**

ACTION ITEM

The Board of Trustees is requested to approve the notice of completion as listed.

Bid #2012-14, Orangeview Junior High School	P.O. #G64A0019
HVAC Modernization (RDA Funds)	
NKS Mechanical Contracting	
Original Contract	\$1,365,160
Contract Changes	*

*Staff is currently negotiating a final close-out change order, which will be brought to the Board of Trustees at a subsequent meeting.

Staff Recommendation:

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

EDUCATIONAL SERVICES DIVISION

10.9 **Resolution No. 2012/13-E-04, Career and Technical Education Month (Roll Call Vote)** **ACTION ITEM**

Background Information:

The month of February has been designated as Career and Technical Education Month by the Association for Career and Technical Education. Career and technical education provides Americans with a school-to-career connection, and it is the backbone of a strong, well-educated workforce, which fosters productivity in business and industry and contributes to America’s leadership in the international marketplace.

Current Consideration:

The adoption of Resolution No. 2012/13-E-04, provides an opportunity to inform parents, guardians, and communities of the efforts that the District is taking to promote career and technical education.

Budget Implication:

There is no cost to the District.

Staff Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2012/13-E-04, Career and Technical Education Month, by a roll call vote. **[EXHIBIT G]**

10.10 **Memorandum of Understanding, Boys Town California, Inc.** **ACTION ITEM**

Background Information:

Boys Town California, Inc. is a non-profit child-care agency that provides compassionate treatment for the behavioral, emotional, and physical problems of children and families. Ball Junior High School held a community resource fair on November 14, 2012, in which Boys Town California, Inc. participated. As a result of this contact with the school, Boys Town California, Inc. offered to conduct a parenting program for parents of District students, who speak either Vietnamese or English, and who are not participating in Disciplina Positiva parenting classes. Boys Town California, Inc.’s parenting program, entitled Common Sense Parenting, is very similar to Disciplina Positiva’s parenting program.

Current Consideration:

Boys Town California, Inc. will provide Common Sense Parenting® classes, a comprehensive six (6) session training program for parents of District students, during the 2012-13 year. The training is designed to promote the development of positive communication between parents and their adolescent, as well as to facilitate a connection between family, community, and school. The workshops will be taught in Vietnamese and in English.

Budget Implication:

Boys Town California, Inc. has a grant to cover the cost of services. Curriculum and instruction for the parenting classes are at no cost to the District. The District will provide appropriate-size rooms for the parenting classes at participating schools.

Staff Recommendation:

It is recommended that the Board of Trustees approve the memorandum of understanding with Boys Town California, Inc. Services will be provided February 1, 2013, through February 1, 2014. **[EXHIBIT H]**

10.11 **Agreement, North Orange County Community College District**

ACTION ITEM

Background Information:

The North Orange County Community College District (NOCCCD) has offered concurrent enrollment in selected courses to high school students for over a decade. Students seeking enrichment opportunities in advanced scholastic, or vocational work, are enrolled as Special Admit Students through Fullerton College or Cypress College. All courses offered through the concurrent program are not offered by the high school. Courses taken as a Special Admit Student are recorded on the college permanent record as collegiate credit in the same manner as regularly enrolled college students. Having college credit documented allows high school graduates to enroll with priority status when enrolling in Fullerton College or Cypress College.

Current Consideration:

NOCCCD, through the Fullerton College counseling office, is offering six (6) Counseling 50 courses at four (4) of the District high schools: Anaheim, Katella, Loara, and Magnolia high schools, as well as Gilbert High School and the Independent Learning Center. This 18-hour course details the college matriculation process. Students take the college placement exam, complete the paperwork for financial aid, and complete the college application process. This consulting agreement will be in effect January 25, 2013, through June 30, 2013.

Budget Implication:

Costs for these services are \$2,000 per class for a total amount not to exceed \$12,000. (GEAR-UP Funds and Fullerton College STEM Grant Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the agreement with the North Orange County Community College District. **[EXHIBIT I]**

10.12 **Agreement, StaffRehab**

ACTION ITEM

Background Information:

In order to ensure the right to an appropriate educational opportunity for students with special education needs (IDEA: 20 U.S.C. Sec. 1400 et seq), occupational therapy services are provided. This involves the use of various treatment modalities including self-help skills, language, and education techniques, as well as sensory motor integration, physical restoration methods, and pre-vocational exploration to facilitate physical and psychosocial growth and development.

Current Consideration:

The District has had an open position for an occupational therapist since mid-September 2012. Despite the District's efforts to secure a permanent employee, no qualified candidates have been located. At the present time, the District needs to provide make-up occupational therapy services to identified students that are currently not receiving the services as outlined in their Individual Education Plans (IEP).

Staffrehab is certified by the California Department of Education as a non-public agency to provide language and speech development and remediation, occupational therapy services, and physical therapy services. Services will be provided January 25, 2013, through March 29, 2013.

Budget Implication:

Services will be provided by StaffRehab at a cost not exceed \$18,240. (Special Education Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the contract with StaffRehab.

[EXHIBIT J]

10.13 **Agreement, Segerstrom Center for the Arts and Anaheim High School** **ACTION ITEM**

Background Information:

ARTS TEACH residencies through Segerstrom Center for the Arts, is an arts education program in which performing arts professionals come into the schools and work directly with teachers and students to enhance and deepen the arts experience for current arts students. Backhausdance, a professional repertory dance company based in Orange County, has customized a residency for Anaheim High School Dance Production students to align with state dance standards at the advanced level. Students will work collaboratively with the professionals to create a new piece of dance choreography for performance at annual dance concerts and in the community.

Current Consideration:

The Backhausdance residency program will meet for 12 sessions of two (2) to three (3) hours each, at Anaheim High School's dance studio, under the direction and supervision of the Anaheim High School dance teacher. Jenny Backhaus, a professional choreographer who is also on the faculty at Chapman University, will come to Anaheim High School for six (6) of the 12 meetings. Her dance company members will attend the remaining six (6) sessions, for a total of 12 class meetings. Services will be provided February 1, 2013, through April 3, 2013.

Budget Implication:

Dance students at Anaheim High School raised money to cover these services. These funds cover the entire cost of the residency, including all the personnel and music selections necessary to create choreography and prepare students for performances. Costs for these services are not to exceed \$4,000. (ASB Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the contract/agreement between the Anaheim Union High School District and Segerstrom Center ARTS TEACH. **[EXHIBIT K]**

10.14 **School Sponsored Student Organizations, Katella and Magnolia High Schools, and South and Walker Junior High Schools** **ACTION ITEM**

Background Information:

The Board of Trustees shall give approval for the establishment of all student organizations. The proposed organizations shall not engage in any activities, other than those that are organizational in nature, until the Board of Trustees has approved its application.

Current Consideration:

The following schools have submitted school sponsored student organizations:

10.14.1 Junior Upcoming Medical Professionals (JUMP), Brookhurst Junior High School

10.14.2 Chess Club, Katella High School

10.14.3 In-D Gaming, Magnolia High School

10.14.4 OV Club Live, Orangeview Junior High School

10.14.5 South Junior High School Christian Club, South Junior High School

10.14.6 South's Minecraft Club, South Junior High School

10.14.7 Jr. Vikings Leadership Club, Walker Junior High School

Budget Implication:

Each school sponsored student organization offsets operational costs through donations and fundraising efforts.

Staff Recommendation:

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

[EXHIBITS L, M, N, O, P, Q, and R]

HUMAN RESOURCES DIVISION

10.15 **Resolution No. 2012/13-HR-07, National School Counseling Week** **ACTION ITEM**
(Roll Call Vote)

The Board of Trustees is requested to adopt Resolution No. 2012/13-HR-07, National School Counseling Week, declaring the week of February 4, 2013, through February 8, 2013, as National School Counseling Week throughout Anaheim Union High School District.

Staff Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2012/13-HR-07, National School Counseling Week, by a roll call vote. **[EXHIBIT S]**

10.16 **Revised 2012-2013 Student/Teacher Calendar with** **INFORMATION ITEM**
Furlough Days

Background Information:

The 2012-2013 Student/Teacher Calendar was previously adopted at the Board meeting on June 21, 2012, and indicated up to seven (7) possible furlough days. The possible furlough days were negotiated with the Anaheim Secondary Teachers Association (ASTA) in the event further state funding reductions were implemented.

Current Consideration:

The newly revised Student/Teacher Calendar removes the possible furlough days, and restores the 2012-13 calendar, which includes two (2) furlough days and was previously adopted at the Board meeting on May 10, 2012. There will be 179 instructional days and 183 teacher work days. No additional furlough days will be implemented.

This calendar will be shared with parents, students, and the community. A separate calendar designating all furlough days for each employee unit will be adjusted and distributed to employees.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees receive and review the newly revised 2012-13 Student/Teacher Calendar, as previously approved. **[EXHIBIT T]**

10.17 **Revised 2012-2013 Employee Work Year Calendar with** **INFORMATION ITEM**
Furlough Days

Background Information:

The 2012-2013 Employee Work Year Calendar was previously adopted at the Board meeting on July 12, 2012, and included two (2) confirmed furlough days, and up to seven (7)

possible furlough days. The possible furlough days were negotiated with the Classified School Employees Association (CSEA), administrators, management, and confidential employees included in the Anaheim Leadership Team Association (ALTA), in the event further state funding reductions were implemented.

Current Consideration:

The revised Employee Work Year Calendar removes the possible furlough days and maintains the two (2) confirmed furlough days. The calendar also reflects two (2) furlough days for employees in the American Federation of State, County and Municipal Employees (AFSCME) bargaining unit, approved by the Board on December 6, 2012.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees receive and review the revised 2012-13 Employee Work Year calendar as previously approved. **[EXHIBIT U]**

11. **CONSENT CALENDAR**

ACTION ITEM

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

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

BUSINESS SERVICES DIVISION

11.1. **Contract Extensions for Bid #2009-04 Individualized Transportation Services**

Background Information:

IDEA 2004 requires school districts to provide transportation services for students with disabilities whose Individualized Education Plan (IEP) determined the student requires special transportation, as a related service, in order to access the student's educational program. The vast majority of the District's special education students, who require special transportation, receive this service through our own District transportation. Periodically, there are situations when the District's transportation department is not able to provide this service. When this situation occurs, the District contracts with secondary carriers to provide these special transportation services.

Current Consideration:

Bid #2009-04 includes two (2) types of transportation services: Part A for shuttle services provide daily transportation for areas not covered by the District transportation department, and Part B for cab services, on an as needed basis, provide for services not needed on a daily basis, but are required by a student's IEP (including extra-curricular activities that require a student to extend their stay at school).

Budget Implication:

Based on last year's usage, the annual estimated expenditure will be \$105,000 for Child Shuttle and \$30,000 for Yellow Cab of Greater Orange County. This is an annual extension

for the fifth year of a five (5) year contract and costs reflect no change from last year. (General, Special Education, and Title I Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the extension of the contracts per Bid #2009-04 Individualized Transportation Services to Child Shuttle for \$105,000 and \$30,000 for Yellow Cab of Greater Orange County for the fifth year of a five (5) year contract. Costs are estimates based on prior experience. **[EXHIBIT V and W]**

11.2 **Community Center Authority (CCA)**

Background Information:

The CCA is a California joint powers authority that was created and oversees the Anaheim Convention Center. Per the CCA agreement, the Anaheim City Council has the right to appoint members to the Governing Board of the CCA subject to ratification by the AUHSD Board of Trustees.

Current Consideration:

On July 10, 2012, the Anaheim City Council appointed Maurice Turner to the Governing Board of the CCA. Mr. Turner will serve through June 30, 2016.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

The Board of Trustees is requested to ratify the appointment of Maurice Turner to the Governing Board of the Community Center Authority (CCA). **[EXHIBIT X]**

11.3 **Donations**

Accept the donations as listed on the exhibit.

Staff Recommendation:

It is recommended that the Board of Trustees accept the donations as listed on the exhibit. **[EXHIBIT Y]**

11.4 **Declaring Certain Furniture and Equipment as Unusable, Obsolete, and/or Out-of-Date, and Ready for Sale, or Destruction**

Staff Recommendation:

It is recommended that the Board of Trustees approve the list of District furniture and equipment as unusable, obsolete, and/or out-of-date, and ready for sale, or destruction, and authorize proper disposal et. al. **[EXHIBIT Z]**

11.5 **Declaring Certain Textbooks and Instructional Materials as Unusable, Obsolete, and/or Out-of-Date, Damaged, and Ready for Sale, or Destruction**

Staff Recommendation:

It is recommended that the Board of Trustees approve the list of District textbooks and instructional materials as unusable, obsolete, and/or out-of-date, damaged, and ready for sale, or destruction, as surplus, and authorize staff to dispose of the textbooks and instructional materials in accordance with Education Code Section 60510 et. al. **[EXHIBIT AA]**

11.6 **Check Register/Warrants Report**

Staff Recommendation:

It is recommended that the Board of Trustees ratify the check register/warrants report, November 27, 2012, through January 14, 2014. **[EXHIBIT BB]**

11.7 **Purchase Order Detail Report**

Staff Recommendation:

It is recommended that the Board of Trustees ratify the Purchase Order Detail Report, November 27, 2012, through January 14, 2013. **[EXHIBIT CC]**

EDUCATIONAL SERVICES DIVISION

11.8 **Agreement, Pacific Audiologics**

Background Information:

Hearing and vision screenings are mandated in California public schools in kindergarten/first grade, second grade, fifth grade, tenth/eleventh grade, and upon first school entry (California Code of Regulations, Title 17, Section 2952 (c)(1)). Hearing and vision screenings in California public schools must be conducted by a credentialed specialist. The District has contracted with Pacific Audiologics for the past seven (7) years to provide this service.

Current Consideration:

The District does not have the personnel capacity to conduct these screenings for approximately 10,500 students. Pacific Audiologics will provide hearing and vision screenings to District students. Services will be provided January 25, 2013, through June 30, 2013.

Budget Implication:

The cost of services provided by Pacific Audiologics will not exceed \$55,000. (Special Education Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the consulting agreement with the Pacific Audiologics. **[EXHIBIT DD]**

11.9 **Educational Consulting Agreement, Disciplina Positiva**

Background Information:

Disciplina Positiva is a parent education program designed to promote the development of positive communication between parents and their adolescent children, as well as to facilitate a connection between family, community, and school. During 2011-12, South Junior High School, Western High School, and the Parent Involvement/McKinney-Vento offices at the District Campus piloted the program, which was well received by parent participants. Classes were tailored to the specific needs of the schools and included criteria for effective home discipline, ways to maximize the potential of adolescents, and to understand adolescent behavior. Workshops were taught in Spanish and English by experienced bilingual facilitators.

Current Consideration:

Disciplina Positiva will provide a comprehensive six (6) session training program for approximately 150 Ball Junior High School parents, during the 2012-13 year. The training is designed to promote the development of positive communication between parents and their

adolescent children and to facilitate a connection between family, community, and school. The workshops will be taught in Spanish and English. Services will be provided February 27, 2013, through May 31, 2013.

Budget Implication:

Costs for these services are not to exceed \$4,000. (Title I Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the educational consulting agreement with Disciplina Positiva. **[EXHIBIT EE]**

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

Background Information:

The Orange County Human Relations Council's "BRIDGES" program is recognized by the U.S. Department of Justice and U.S. Department of Education as one (1) of seven (7) programs to help prevent hate crimes in schools and communities. The BRIDGES parent education program has proven to be successful in increasing parent involvement in several schools across Orange County, including Sycamore Junior High School, during the 2011-12 year. Parents who participate in the program will gain a deeper understanding of the public education system, its programs, parent committees, and educational decision making policies and processes.

Current Consideration:

The Orange County Human Relations Council will provide BRIDGES program training to Savanna High School parents, during the 2012-13 year. The six (6) session training program, for 60 Savanna High School parents, is designed to increase parents' participation in the school's decision-making process. Services will be provided February 5, 2013, through March 19, 2013.

Budget Implication:

Costs for these services are not to exceed \$2,000. (Title I Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the educational consulting agreement with the Orange County Human Relations Council. **[EXHIBIT FF]**

11.11 **Independent Contractor Agreements, Supplemental Educational Services Providers**

Background Information:

Supplemental Educational Services (SES) are a requirement of the No Child Left Behind Act of 2001 (NCLB), for schools in years two (2) through five (5) of Program Improvement (PI). The District is required to contract with SES providers, which are approved by the California Department of Education (CDE).

Current Consideration:

Ball, Brookhurst, Dale, Orangeview, South, and Sycamore junior high schools, as well as Anaheim, Katella, Loara, Magnolia, Savanna, and Western high schools qualify for SES. Per NCLB regulations, parents of students who qualify for SES select the CDE-approved SES providers. Services will be provided January 25, 2013, through May 15, 2013.

Budget Implication:

Each participating student is allowed a maximum of \$917.15 in services, or the most current state approved per pupil rate. (Title I Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the following Independent Contractor Agreements.

11.11.1 **! 1 A 1 TUTORIA !**

! 1 A 1 TUTORIA !, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$918. **[EXHIBIT GG]**

11.11.2 **! A+ C A T**

! A+ C A T, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$1,835. **[EXHIBIT HH]**

11.11.3 **#1 ACADEMIC TUTORING, INC.**

#1 ACADEMIC TUTORING, INC., an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$1,835. **[EXHIBIT II]**

11.11.4 **#1 WE CAN**

#1 WE CAN, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$1,835. **[EXHIBIT JJ]**

11.11.5 **A + Educational Centers**

A + Educational Centers, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$918. **[EXHIBIT KK]**

11.11.6 **A Better Tomorrow Education**

A Better Tomorrow Education, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$2,752. **[EXHIBIT LL]**

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

A Tree of Knowledge Educational Services, Inc., an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$918. **[EXHIBIT MM]**

11.11.8 **Access To Learning**

Access To Learning, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$1,835. **[EXHIBIT NN]**

11.11.9 **Accuracy Temporary Services, Inc. dba ATS Project Success**

Accuracy Temporary Services, Inc. dba ATS Project Success, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$918. **[EXHIBIT OO]**

11.11.10 **DS Learning**

DS Learning, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$918. **[EXHIBIT PP]**

11.11.11 **ICES Education, LLC**

ICES Education, LLC, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$1,835. **[EXHIBIT QQ]**

11.11.12 **Innovadia LLC**

Innovadia LLC, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$1,835. **[EXHIBIT RR]**

11.11.13 **Smart Kids Tutoring & Learning Center, Inc.**

Smart Kids Tutoring & Learning Center, Inc., an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$918. **[EXHIBIT SS]**

11.11.14 **The Community College Foundation**

The Community College Foundation, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$918. **[EXHIBIT TT]**

11.11.15 **Thomotti Inc. DBA Cypress Tutoring Club**

Thomotti Inc. DBA Cypress Tutoring Club, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$2,752. **[EXHIBIT UU]**

11.12 **Transportation Agreement, New Vista School**

Ratify the transportation agreement to pay the parent of a special education student attending New Vista School, located at 23092 Mill Creek Drive, Laguna Hills, California 92653, for round trip daily transportation, September 5, 2012, through June 21, 2013, at a cost not to exceed \$11,111.10. (Special Education Funds)

Staff Recommendation:

It is recommended that the Board of Trustees ratify the transportation agreement for transportation to New Vista School. **[EXHIBIT VV]**

11.13 **Individual Service Contracts**

Staff Recommendation:

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

11.14 **Field Trip Report**

Staff Recommendation:

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

HUMAN RESOURCES DIVISION

11.15 **2012-13 Second Quarterly Report, Williams Uniform Complaints**

Accept the Williams Uniform Complaints Second Quarterly Report, October 1, 2012, through December 31, 2012, 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, as well as 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.

Staff Recommendation:

It is recommended that the Board of Trustees accept the 2012-13 Second Quarterly Report on Williams Uniform Complaints. **[EXHIBIT YY]**

11.16 **Agreement, Parker & Covert, LLP**

Background Information:

The Board approved an agreement with Parker & Covert, LLP on August 18, 2011, for legal consultation and assistance, which is not provided by attorneys with the Orange County Department of Education for a two-year term from July 1, 2011, through June 30, 2013, at a cost not to exceed \$100,000. Legal services are provided in legal matters related to human resources, personnel, contracts, negotiations, grievances, and potential litigation. At the meeting on November 1, 2012, the Board approved to increase the amount of the agreement by an additional \$60,000, for a total agreement not to exceed \$160,000 for the two (2) year term.

Current Consideration:

Due to several major and on-going legal issues that occurred in 2011-12 and currently pending in 2012-13, the Board is requested to increase the amount of the agreement by an additional \$75,000, for a total agreement not to exceed \$235,000 for the two (2) year term.

Budget Implication:

The increased cost of this agreement is not to exceed \$75,000. (General Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the agreement between Parker and Covert, LLP and the District to reflect an increase of \$75,000, for a total amount not to exceed \$235,000.

11.17 **Agreement, Stutz Artiano Shinoff and Holtz, APC**

Background Information:

The Board of Trustees approved an attorney-client retainer agreement with Stutz Artiano Shinoff and Holtz, APC, on July 12, 2012, for legal consultation and assistance, which is not provided by attorneys with the Orange County Department of Education from July 1, 2012, through June 30, 2013, at a cost not to exceed \$150,000. The services are typically related to personnel management and personnel related litigation. At the meeting on November 1, 2012, the Board approved to increase the amount of the agreement by an additional \$50,000, for a total agreement not to exceed \$200,000.

Current Consideration:

Due to several major on-going legal issues currently pending in 2012-13, the Board is requested to increase the amount of the agreement by an additional \$50,000.

Budget Implication:

Increase cost of this agreement by an additional \$50, 000, for a total amount not to exceed \$250,000. (General Funds)

Staff Recommendation:

It is recommended that the Board of Trustees ratify the agreement between Stutz Artiano Shinoff and Holtz, APC and the District to reflect an increase of \$50,000, for a total amount not to exceed \$250,000.

11.18 **Certificated Personnel Report**

Staff Recommendation:

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

11.19 **Classified Personnel Report**

Staff Recommendation:

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

SUPERINTENDENT'S OFFICE

11.20 **Board of Trustees' Meeting Minutes**

11.20.1 December 6, 2012, Regular Meeting [EXHIBIT BBB]

11.20.2 December 13, 2012, Regular Meeting [EXHIBIT CCC]

Staff Recommendation:

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

12. **SUPPLEMENTAL**

INFORMATION ITEM

12.1 Cafeteria Report, October and November 2012 [EXHIBIT DDD and EEE]

12.2 Enrollment Report, Month 4 [EXHIBIT FFF]

- 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, February 21, 2013, at 6:00 p.m.

Tuesday, March 12
 Thursday, March 28
 Thursday, April 18
 Monday, May 13
 Thursday, May 30
 Thursday, June 20
 Thursday, July 11

Thursday, August 22
 Thursday, September 5
 Thursday, September 19
 Thursday, October 10
 Thursday, November 7
 Thursday, December 12

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, January 22, 2013.



**ANAHEIM UNION HIGH
SCHOOL DISTRICT**

ANNUAL FINANCIAL REPORT

JUNE 30, 2012

ANAHEIM UNION HIGH SCHOOL DISTRICT

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ANAHEIM UNION HIGH SCHOOL DISTRICT

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FINANCIAL SECTION



INDEPENDENT AUDITORS' REPORT

Governing Board
Anaheim Union High School District
Anaheim, California

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Anaheim Union High School District (the District) as of and for the year ended June 30, 2012, which collectively comprise the District's basic financial statements as listed in the table of contents. These financial statements are the responsibility of the District's management. Our responsibility is to express opinions on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and *Standards and Procedures for Audits of California K-12 Local Educational Agencies 2011-2012*, issued by the California Education Audit Appeals Panel as regulations. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinions.

In our opinion, the financial statements referred to previously present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the Anaheim Union High School District, as of June 30, 2012, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in conformity with accounting principles generally accepted in the United States of America.

As discussed in the Notes to the basic financial statements, the State of California continues to suffer the effects of a recessionary economy, which directly impacts the funding requirements of the State of California to the K-12 educational community.

In accordance with *Government Auditing Standards*, we have also issued our report dated December 12, 2012, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in conjunction with this report in considering the results of our audit.

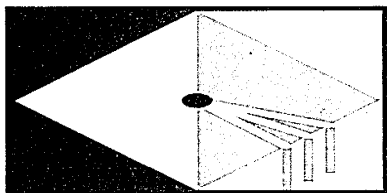
Accounting principles generally accepted in the United States of America require that the required supplementary information, such as management's discussion and analysis on pages 4 through 14, and the budgetary comparison information and schedule of other post employment benefits on pages 59 and 60 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the District's financial statements. The Schedule of Expenditures of Federal Awards, as required by Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations* (Circular A-133) and other supplementary information listed in the table of contents are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplementary information is fairly stated in all material respects in relation to the financial statements as a whole.

Varinsek, Irine, Day + Co., LLP

Rancho Cucamonga, California
December 12, 2012

**ANAHEIM
UNION
HIGH
SCHOOL
DISTRICT**



**THE
SPIRIT
OF
LEARNING
SINCE 1898**

This section of Anaheim Union High School District's (the District) June 30, 2012, annual financial report presents our discussion and analysis of the District's financial performance during the fiscal year that ended on June 30, 2012, with comparative information for June 30, 2011. Please read it in conjunction with the District's financial statements, which immediately follow this section.

OVERVIEW OF THE FINANCIAL STATEMENTS

The Financial Statements

The financial statements presented herein include all of the activities of the District and its component units using the integrated approach as prescribed by Governmental Accounting Standards Board (GASB) Statement No. 34.

The *Government-Wide Financial Statements* present the financial picture of the District from the economic resources measurement focus using the accrual basis of accounting. These statements include all assets of the District (including capital assets), as well as all liabilities (including long-term obligations). Additionally, certain eliminations have occurred as prescribed by the statement in regards to interfund activity, payables and receivables.

Governmental Activities are prepared using the economic resources measurement focus and the accrual basis of accounting.

The *Fund Financial Statements* include statements for each of the three categories of activities: governmental, proprietary, and fiduciary.

The *Governmental Activities* are prepared using the current financial resources measurement focus and modified accrual basis of accounting.

The *Proprietary Activities* are prepared using the economic resources measurement focus and the accrual basis of accounting.

The *Fiduciary Activities* are prepared using the economic resources measurement focus and the accrual basis of accounting.

Reconciliation of the Fund Financial Statements to the Government-Wide Financial Statements is provided to explain the differences created by the integrated approach.

The Primary unit of the government is the Anaheim Union High School District.

ANAHEIM UNION HIGH SCHOOL DISTRICT

MANAGEMENT'S DISCUSSION AND ANALYSIS JUNE 30, 2012

REPORTING THE DISTRICT AS A WHOLE

The Statement of Net Assets and the Statement of Activities

The *Statement of Net Assets* and the *Statement of Activities* report information about the District as a whole and about its activities. These statements include all assets and liabilities of the District using the accrual basis of accounting, which is similar to the accounting used by most private-sector companies. All of the current year's revenues and expenses are taken into account regardless of when cash is received or paid.

These two statements report the District's net assets and changes in them. Net assets are the difference between assets and liabilities, one way to measure the District's financial health, or financial position. Over time, increases or decreases in the District's net assets are one indicator of whether *its financial health is* improving or deteriorating. Other factors to consider are changes in the District's property tax base and the condition of the District's facilities.

The relationship between revenues and expenses is the District's *operating results*. Since the governing board's responsibility is to provide services to our students and not to generate profit as commercial entities do, one must consider other factors when evaluating the overall health of the District. The quality of the education and the safety of our schools will likely be an important component in this evaluation.

In the *Statement of Net Assets* and the *Statement of Activities*, we present the District activities as follows:

Governmental Activities - All of the District's services are reported in this category. This includes the education of grade seven through grade twelve students, and the on-going effort to improve and maintain buildings and sites. Property taxes, State income taxes, user fees, interest income, Federal, State and local grants, as well as general obligation bonds, finance these activities.

REPORTING THE DISTRICT'S MOST SIGNIFICANT FUNDS

Fund Financial Statements

The fund financial statements provide detailed information about the most significant funds - not the District as a whole. Some funds are required to be established by State law and by bond covenants. However, management establishes many other funds to help it control and manage money for particular purposes or to show that it is meeting legal responsibilities for using certain taxes, grants, and other money that it receives from the governmental agencies.

ANAHEIM UNION HIGH SCHOOL DISTRICT

MANAGEMENT'S DISCUSSION AND ANALYSIS JUNE 30, 2012

Governmental Funds - Most of the District's basic services are reported in governmental funds, which focus on how money flows into and out of those funds and the balances left at year-end that are available for spending. These funds are reported using an accounting method called modified accrual accounting, which measures cash and all other financial assets that can readily be converted to cash. The governmental fund statements provide a detailed short-term view of the District's general government operations and the basic services it provides. Governmental fund information helps determine whether there are more or fewer financial resources that can be spent in the near future to finance the District's programs. The differences of results in the governmental fund financial statements to those in the government-wide financial statements are explained in a reconciliation following each governmental fund financial statement.

Proprietary Funds - When the District charges users for the services it provides, whether to outside customers or to other departments within the District, these services are generally reported in proprietary funds. Proprietary funds are reported in the same way that all activities are reported in the *Statement of Net Assets* and the *Statement of Revenues, Expenses and Changes in Fund Net Assets*. We use internal service funds to report activities that provide supplies and services for the District's other programs and activities - such as the District's Self-Insurance Fund. The internal service funds are reported with governmental activities in the government-wide financial statements.

THE DISTRICT AS TRUSTEE

Reporting the District's Fiduciary Responsibilities

The District is the trustee, or *fiduciary*, for funds held on behalf of others, like our funds for associated student body activities. The District's fiduciary activities are reported in the *Statements of Fiduciary Net Assets*. We exclude these activities from the District's other financial statements because the District cannot use these assets to finance its operations. The District is responsible for ensuring that the assets reported in these funds are used for their intended purposes.

ANAHEIM UNION HIGH SCHOOL DISTRICT

**MANAGEMENT'S DISCUSSION AND ANALYSIS
JUNE 30, 2012**

FINANCIAL HIGHLIGHTS

THE DISTRICT AS A WHOLE

Net Assets

The District's net assets were \$212.5 million for the fiscal year-ended June 30, 2012. Of this amount, \$10.5 million was unrestricted. Restricted net assets are reported separately to show legal constraints from debt covenants, grantors, constitutional provisions, and enabling legislation that limit the governing board's ability to use those net assets for day-to-day operations. Our analysis below, in summary form, focuses on the net assets (Table 1) and change in net assets (Table 2) of the District's governmental activities.

Table 1

(Amounts in millions)

	Governmental Activities	
	2012	2011
Assets		
Current and other assets	\$ 178.6	\$ 162.8
Capital assets	285.0	288.1
Total Assets	463.6	450.9
Liabilities		
Current liabilities	81.5	61.0
Long-term obligations	169.6	172.7
Total Liabilities	251.1	233.7
Net Assets		
Invested in capital assets, net of related debt	137.1	136.9
Restricted	64.9	62.3
Unrestricted	10.5	18.0
Total Net Assets	\$ 212.5	\$ 217.2

The \$10.5 million in unrestricted net assets of governmental activities represents the accumulated results of all past years' operations. The decrease to total assets can be attributed to depreciation charges being greater than additions to capital assets.

ANAHEIM UNION HIGH SCHOOL DISTRICT

**MANAGEMENT'S DISCUSSION AND ANALYSIS
JUNE 30, 2012**

Changes in Net Assets

The changes in net assets for this year's operations for the District as a whole are reported in the *Statement of Activities* on page 16. Table 2 takes the information from the Statement, rounds off the numbers, and rearranges them slightly so you can see our total revenues for the year.

Table 2

(Amounts in millions)	Governmental Activities	
	2012	2011
Revenues		
Program revenues:		
Charges for services	\$ 4.0	\$ 4.6
Operating grants and contributions	71.3	80.7
General revenues:		
Federal and State aid not restricted	178.3	175.2
Property taxes	59.7	64.2
Other general revenues	15.6	15.0
Total Revenues	328.9	339.7
Expenses		
Instruction-related	218.9	218.3
Student support services	45.9	44.1
Administration	14.6	13.4
Plant services	30.3	28.2
Other	23.9	38.2
Total Expenses	333.6	342.2
Change in Net Assets	\$ (4.7)	\$ (2.5)

ANAHEIM UNION HIGH SCHOOL DISTRICT

**MANAGEMENT'S DISCUSSION AND ANALYSIS
JUNE 30, 2012**

Governmental Activities

As reported in the *Statement of Activities* on page 16, the cost of all of our governmental activities this year was \$333.6 million. However, the amount that our taxpayers ultimately financed for these activities through local taxes was only \$59.7 million because the cost was paid by those who benefited from the programs (\$4.0 million) or by other governments and organizations who subsidized certain programs with grants and contributions (\$71.3 million). We paid for the remaining "public benefit" portion of our governmental activities with \$190.2 million in Federal and State funds and with other revenues, like interest and general entitlements. Operating grants and contributions consist of categorical programs. Capital grants and contributions consist of State modernization and construction funds.

In Table 3, we have presented the cost and net cost of each of the District's largest functions - regular program instruction, instruction-related activities, pupil services, general administration, plant services, and other. As discussed above, net cost shows the financial burden that was placed on the District's taxpayers by each of these functions. Providing this information allows our citizens to consider the cost of each function in comparison to the benefits they believe are provided by that function.

Table 3

(Amounts in millions)	Total Cost of Services		Net Cost of Services	
	2012	2011	2012	2011
Instruction	\$ 193.6	\$ 192.7	\$ 154.3	\$ 154.4
Instruction-related activities	25.3	25.6	19.8	21.8
Pupil services	45.9	44.1	19.8	16.8
Administration	14.6	13.4	13.3	12.0
Plant services	30.3	28.2	28.8	27.6
Facilities acquisition and construction	0.7	-	0.7	-
Other	23.2	38.2	21.6	24.4
Total	\$ 333.6	\$ 342.2	\$ 258.3	\$ 257.0

The main reasons for the year-to-year changes in total cost of services is due to salary and supply expenditure decreases for instruction, and increases related to benefits.

ANAHEIM UNION HIGH SCHOOL DISTRICT

**MANAGEMENT'S DISCUSSION AND ANALYSIS
JUNE 30, 2012**

THE DISTRICT'S FUNDS

As the District completed this year, our governmental funds reported a combined fund balance of \$77.0 million, which is a decrease of \$8.9 million from last year (Table 4).

Table 4

(Amounts in thousands)	Balances and Activity			
	June 30, 2011	Revenues	Expenditures	June 30, 2012
General Fund	\$ 40.6	\$ 290.3	\$ 296.8	\$ 34.1
Capital Facilities Fund	23.8	26.0	27.3	22.5
Cafeteria Fund	7.8	23.5	23.0	8.3
Deferred Maintenance Fund	1.0	-	1.0	-
County School Facilities Fund	0.5	0.2	0.2	0.5
Special Reserve Fund for Capital Outlay Projects	5.5	0.5	1.1	4.9
Bond Interest and Redemption Fund	6.7	8.8	8.8	6.7
Total	\$ 85.9	\$ 349.3	\$ 358.2	\$ 77.0

The primary reasons for these increases/decreases are:

1. Our General Fund is our principal operating fund. The fund balance in the General Fund decreased approximately \$ 6.5 million to \$34.1 million. This decrease is due primarily to an overall increase in expenditures in the operating accounts. Furlough days were reduced to one for the 2011-2012 fiscal year which increased salaries and benefits. Services and other expenses increased largely due to the Special Education Mental Health funding and related expenditures.
2. Our Deferred Maintenance Fund decreased \$1 million due to funds expended for the completion of several projects. The fund is now closed.
3. Our Special Reserve Fund for Capital Outlay Projects decreased \$0.6 million. The decrease to the fund was due to expenditures for the Central Kitchen COPS principal and interest payments.
4. Our Capital Facilities Fund decreased by \$1.3 million due to expenditures on various projects.

ANAHEIM UNION HIGH SCHOOL DISTRICT

MANAGEMENT'S DISCUSSION AND ANALYSIS JUNE 30, 2012

General Fund Budgetary Highlights

Over the course of the year, the District revises its budget as it attempts to deal with unexpected changes in revenues and expenditures. The final amendment to the budget was adopted in September 2012. (A schedule showing the District's original and final budget amounts compared with amounts actually paid and received is provided in our annual report on page 59.)

1. The revenue limit budget originally included a deficit factor of 19.754 percent, and as a result of mid-year cuts, the deficit factor increased to 20.62 percent. This reduction in funding resulted in a decrease of \$2.6 million in revenue limit funding, which was included in the 2011-2012 ending fund balance.
2. The 2011-2012 Federal revenue includes \$0.9 million in additional one-time funding of the Education Jobs Fund, Title I funding increase by \$0.4 million, and Special Education Mental Health Services received \$0.1 million in funding.
3. The District received \$1.3 million for Special Education Mental Health Services, and additional \$0.7 million in lottery funding, and \$0.5 million from mandated cost reimbursement for 2009-2010 claims filed. The mandated cost reimbursement received was assigned in the components of ending fund balance due to the potential payment to the State for the funds received.

CAPITAL ASSET AND DEBT ADMINISTRATION

Capital Assets

At June 30, 2012, the District had \$285 million in a broad range of capital assets (net of depreciation), including land, buildings, and furniture and equipment. This amount represents a net decrease (including additions, deductions and depreciation) of approximately \$3.1 million, or 1.1 percent, from last year.

Table 5

(Amounts in millions)

	Governmental Activities	
	2012	2011
Land and construction in process	\$ 6.6	\$ 5.9
Buildings and improvements	274.5	278.1
Furniture and equipment	3.9	4.1
Total	\$ 285.0	\$ 288.1

This year's reduction of \$3.1 million is due primarily to the depreciation cost exceeding the increase in capital assets.

The District's major construction program is completed. Smaller, routine facilities projects are on-going. We present more detailed information about our capital assets in Note 4 to the financial statements.

ANAHEIM UNION HIGH SCHOOL DISTRICT

**MANAGEMENT'S DISCUSSION AND ANALYSIS
JUNE 30, 2012**

Long-Term Obligations

At the end of this year, the District had \$169.6 million in long-term obligations outstanding versus \$172.7 million last year, a decrease of 3.1 percent. The long-term obligations consisted of the following:

Table 6

(Amounts in millions)	Governmental Activities	
	2012	2011
General obligation bonds (financed with property taxes)	\$ 113.8	\$ 117.1
Premium on issuance	4.7	5.0
Certificates of participation (net of discount)	37.6	38.9
Other postemployment benefits	10.7	7.9
Other	2.8	3.8
Total	\$ 169.6	\$ 172.7

The District's general obligation bond rating is "Aa2" (insured). The State limits the amount of general obligation debt that districts can issue to no more than 2.5 percent of the assessed value of all taxable property within the District's boundaries. The District's outstanding general obligation debt of \$113.8 million is significantly below this \$830.1 million statutorily-imposed limit.

Other obligations include compensated absences payable and cumulative rebate liability. We present more detailed information regarding our long-term obligations in Note 8 of the financial statements.

SIGNIFICANT ACCOMPLISHMENTS OF FISCAL YEAR 2011-2012 ARE NOTED BELOW:

Categorical funds have supported educational programs such as:

All categorical expenditures are intended to support improved student achievement through: (1) curricula, instructional strategies and materials responsive to the individual needs and learning styles of each pupil; (2) instructional and auxiliary services to meet the special needs of non-English-speaking or limited-English-speaking pupils, including instruction in a language these pupils understand; educationally disadvantaged pupils; gifted and talented pupils; and pupils with exceptional needs; (3) a staff development program for teachers, paraprofessionals, other school personnel, and volunteers, including those participating in special programs; and, (4) ongoing evaluation of the educational programs each of the District's schools. Improved student achievement is measured in a variety of ways including improved Academic Performance Index (API) results.

ANAHEIM UNION HIGH SCHOOL DISTRICT

MANAGEMENT'S DISCUSSION AND ANALYSIS JUNE 30, 2012

Some of the major activities which support the above goals are listed below:

1. Professional Learning Communities (PLC) were instituted at all schools, for the purpose of reviewing local and State student-achievement data to determine the best educational strategies/practices to implement, to improve student achievement results and increase API results for all subgroups. "Illuminate" was purchased to generate a variety of District and site-level assessment data, used during PLC meetings, and at district-level meetings to analyze student achievement needs. A test-item bank called "Intel-Assess" was also purchased to help develop more valid and reliable District-level interim assessments.
2. The District Lesson Design Specialist Program continues to provide on-site coaching support to teachers that leads to reflective professional practice based on the District lesson design model, which includes content objective, language objective, and formative assessment that builds academic literacy and language across the curriculum. The program plays a major role in monitoring the continued implementation of State content standards and research-proven instructional strategies.
3. To address District-level No Child Left Behind (NCLB) corrective action, the District contracted with "New Directions in New Directions for Academic Advancement", a California Department of Education (CDE) approved District Assistance and Intervention Team (DAIT) provider. DAIT provided the following services to the District: (a) conducted a needs assessment to determine the District's strengths and areas for improvement, as related to CDE approved DAIT standards for: governance; alignment of curriculum, instruction, and assessments to State standards; fiscal operations; parent and community involvement; human resources; data systems and achievement monitoring; and professional development; (b) reported findings to District leadership team; (c) reviewed District's most current LEA plan, and revised as necessary; (d) worked with District-level staff to prepare an action plan based on DAIT standards to address District-level NCLB corrective action; (e) worked with District and school sites to implement DAIT plan; (f) monitored implementation of DAIT plan.
4. The District developed a professional development plan to address recommendations made by "New Directions in New Directions for Academic Advancement," and provided professional development to District- and site-level administration, teachers, paraprofessionals, and other school personnel. Professional development topics includes Professional Learning Communities (PLC); Response to Instruction and Intervention (RTI²); reading language arts and mathematics curriculum and instruction; Positive Behavioral Intervention and Supports (PBIS); Special Education inclusion, and Science, Technology, Engineering, Arts, and Mathematics (STEAM).
5. The Naviance Succeed program was purchased again in 2012, to allow high school counselors to teach students how to develop six-year plans to address successful high school completion, and to successfully transition to college and career.

ANAHEIM UNION HIGH SCHOOL DISTRICT

MANAGEMENT'S DISCUSSION AND ANALYSIS JUNE 30, 2012

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND RATES

In considering the District Adopted Budget for the 2012-2013 year, the governing board and management used the following criteria:

The key assumptions in our revenue forecast are:

1. Cost-of-Living Adjustment (COLA) of 3.24 percent.
2. Funding from Revenue Limit will be \$7,705.36 per ADA. This includes a deficit of 22.272 percent.
3. Average Daily Attendance (ADA) decrease by 468.
4. Federal income was not increased or decreased other than for carryover, except Title I was decreased approximately 8 percent.
5. State lottery was budgeted at \$141.75 per ADA.
6. Grants include estimated carryover from 2011-2012, and are adjusted to actual after June 30, 2012.
7. Certificated negotiations for the 2012-2013 fiscal year resulted in two furlough days. The budget was reduced by \$500,000 for attrition.
8. Classified negotiations for the 2012-2013 fiscal year resulted in two furlough days. However, the American Federation of State, County, and Municipal Employees (AFSCME) Union contract was not settled. Position cuts and hour reductions were budgeted instead of furlough days. The budget was reduced by \$500,000 for attrition.
9. Health and welfare costs were budgeted to increase five percent due to trend increases. Workers' Compensation was budgeted to increase 9.6 percent due to premium increases.
10. Routine restricted maintenance expenditures include one percent of total budgeted expenditures.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, taxpayers, students, investors and creditors with a general overview of the District's finances and to show the District's accountability for the money it receives. If you have questions about this report or need any additional financial information, contact the Assistant Superintendent, Business Services, at (714) 999-3555, Anaheim Union High School District, 501 Crescent Way, Anaheim, California, 92803, or e-mail at poore_d@auhsd.us.

ANAHEIM UNION HIGH SCHOOL DISTRICT

**STATEMENT OF NET ASSETS
JUNE 30, 2012**

	Governmental Activities
ASSETS	
Deposits and investments	\$ 85,496,441
Receivables	89,710,026
Prepaid expenses	477,662
Stores inventories	500,958
Deferred cost on issuance	2,367,867
Capital assets	
Land and construction in process	6,570,543
Other capital assets	393,664,570
Less: Accumulated depreciation	(115,223,100)
Total Capital Assets	<u>285,012,013</u>
Total Assets	<u>463,564,967</u>
LIABILITIES	
Accounts payable	19,751,444
Interest payable	2,259,531
Deferred revenue	345,463
Claims liability	4,056,667
Current loans	55,000,000
Long-term obligations	
Current portion of long-term obligations	5,146,136
Noncurrent portion of long-term obligations	164,492,163
Total Long-Term Obligations	<u>169,638,299</u>
Total Liabilities	<u>251,051,404</u>
NET ASSETS	
Invested in capital assets, net of related debt	137,138,451
Restricted for:	
Debt service	11,617,448
Capital projects	9,962,825
Educational programs	14,857,678
Other activities	28,451,535
Unrestricted	10,485,626
Total Net Assets	<u>\$ 212,513,563</u>

The accompanying notes are an integral part of these financial statements.

ANAHEIM UNION HIGH SCHOOL DISTRICT

STATEMENT OF ACTIVITIES
FOR THE YEAR-ENDED JUNE 30, 2012

Functions/Programs	Expenses	Program Revenues			Net (Expenses)
		Charges for Services and Sales	Operating Grants and Contributions	Capital Grants and Contributions	Revenues and Changes in Net Assets
					Total
Governmental Activities:					
Instruction	\$ 193,635,721	\$ -	\$ 39,340,519	\$ 4,211	\$ (154,290,991)
Instruction-related activities:					
Supervision of instruction	4,525,657	-	2,467,170	-	(2,058,487)
Instructional library, media and technology	2,375,420	-	587,822	-	(1,787,598)
School site administration	18,389,944	-	2,402,476	-	(15,987,468)
Pupil services:					
Home-to-school transportation	5,985,535	776,198	746,633	-	(4,462,704)
Food services	22,283,363	3,109,676	17,853,582	-	(1,320,105)
All other pupil services	17,625,460	-	3,605,016	-	(14,020,444)
General administration:					
Data processing	3,278,936	-	-	-	(3,278,936)
All other general administration	11,309,505	41,941	1,257,564	-	(10,010,000)
Plant services	30,297,196	44,818	1,436,650	-	(28,815,728)
Facility acquisition and construction	714,338	-	-	-	(714,338)
Ancillary services	4,184,200	-	725,313	-	(3,458,887)
Community services	794,432	-	70,545	-	(723,887)
Interest on long-term obligations	6,358,013	-	-	-	(6,358,013)
Other outgo	11,838,892	-	811,824	-	(11,027,068)
Total Governmental Activities	\$ 333,596,612	\$ 3,972,633	\$ 71,305,114	\$ 4,211	(258,314,654)
General revenues and subventions:					
Property taxes, levied for general purposes					48,282,903
Property taxes, levied for debt service					8,798,217
Taxes levied for other specific purposes					2,625,811
Federal and State aid not restricted to specific purposes					178,268,373
Interest and investment earnings					446,094
Transfers between agencies					1,091,173
Miscellaneous					14,107,292
Subtotal, General Revenues					253,619,863
Change in Net Assets					(4,694,791)
Net Assets - Beginning					217,208,354
Net Assets - Ending					\$ 212,513,563

The accompanying notes are an integral part of these financial statements.

ANAHEIM UNION HIGH SCHOOL DISTRICT

GOVERNMENTAL FUNDS
BALANCE SHEET
JUNE 30, 2012

	General Fund	Capital Facilities Fund
ASSETS		
Deposits and investments	\$ 35,066,112	\$ 18,545,733
Receivables	85,582,702	532,229
Due from other funds	3,606,823	3,934,864
Prepaid expenditures	407,972	-
Stores inventories	392,475	-
Total Assets	<u>\$ 125,056,084</u>	<u>\$ 23,012,826</u>
LIABILITIES AND FUND BALANCES		
Liabilities:		
Accounts payable	\$ 17,878,734	\$ 66,125
Due to other funds	17,782,449	434,294
Current loans	55,000,000	-
Deferred revenue	331,160	-
Total Liabilities	<u>90,992,343</u>	<u>500,419</u>
Fund Balances:		
Nonspendable	955,447	-
Restricted	14,857,678	22,512,407
Assigned	6,329,970	-
Unassigned	11,920,646	-
Total Fund Balances	<u>34,063,741</u>	<u>22,512,407</u>
Total Liabilities and Fund Balances	<u>\$ 125,056,084</u>	<u>\$ 23,012,826</u>

The accompanying notes are an integral part of these financial statements.

Non-Major Governmental Funds	Total Governmental Funds
\$ 20,490,689	\$ 74,102,534
3,541,635	89,656,566
-	7,541,687
-	407,972
108,483	500,958
<u>\$ 24,140,807</u>	<u>\$ 172,209,717</u>
\$ 606,624	\$ 18,551,483
3,172,529	21,389,272
-	55,000,000
14,303	345,463
<u>3,793,456</u>	<u>95,286,218</u>
108,483	1,063,930
15,386,779	52,756,864
4,852,089	11,182,059
-	11,920,646
<u>20,347,351</u>	<u>76,923,499</u>
<u>\$ 24,140,807</u>	<u>\$ 172,209,717</u>

ANAHEIM UNION HIGH SCHOOL DISTRICT

**RECONCILIATION OF THE GOVERNMENTAL FUNDS BALANCE SHEET
TO THE STATEMENT OF NET ASSETS
JUNE 30, 2012**

Total Fund Balance - Governmental Funds		\$ 76,923,499
Amounts Reported for Governmental Activities in the Statement		
Capital assets used in governmental activities are not financial resources and, therefore, are not reported as assets in governmental funds.		
The cost of capital assets is the following	\$ 400,235,113	
Accumulated depreciation is the following	<u>(115,223,100)</u>	
Net Capital Assets		285,012,013
Expenditures relating to issuance of debt were recognized in modified accrual basis, but should not be recognized in accrual basis. Under accrual basis, these expenditures are capitalized and amortized over the life of the debt as an adjustment to interest expense.		2,367,867
In governmental funds, unmatured interest on long-term obligations is recognized in the period when it is due. On the government-wide financial statements, unmatured interest on long-term obligations is recognized when it is incurred.		(2,259,531)
An Internal Service Fund is used by the District's management to charge the costs of the workers' compensation insurance program to the individual funds. The assets and liabilities of the Internal Service Fund are included with governmental activities. Internal Service Fund net assets are the following:		20,108,014
Long-term obligations at year-end consist of the following:		
General obligation bonds	113,791,853	
Premium on issuance, net of amortization	4,671,151	
Certificates of participation	37,631,818	
Discount on issuance, net of amortization	(29,049)	
Cumulative rebate liability	1,128,408	
Property and liability	410,000	
Accumulated vacation	1,359,062	
Other postemployment benefits	<u>10,675,056</u>	
Total Long-Term Obligations		<u>(169,638,299)</u>
Total Net Assets - Governmental Activities		<u>\$ 212,513,563</u>

The accompanying notes are an integral part of these financial statements.

ANAHEIM UNION HIGH SCHOOL DISTRICT

**GOVERNMENTAL FUNDS
STATEMENT OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCES
FOR THE YEAR-ENDED JUNE 30, 2012**

	General Fund	Capital Facilities Fund
REVENUES		
Revenue limit sources	\$ 192,547,822	\$ -
Federal sources	24,152,012	-
Other State sources	70,379,956	-
Other local sources	3,262,506	3,555,688
Total Revenues	290,342,296	3,555,688
EXPENDITURES		
Current		
Instruction	188,798,232	-
Instruction-related activities:		
Supervision of instruction	4,509,559	-
Instructional library, media and technology	2,374,137	-
School site administration	17,716,331	-
Pupil services:		
Home-to-school transportation	5,755,769	-
Food services	-	-
All other pupil services	17,573,750	-
General administration:		
Data processing	3,198,475	-
All other general administration	10,753,522	1,087,804
Plant services	28,128,226	107,692
Facility acquisition and construction	634,230	3,216,777
Ancillary services	4,153,581	-
Community services	792,837	-
Other outgo	11,838,892	-
Debt service		
Principal	-	1,510,000
Interest and other	-	577,966
Total Expenditures	296,227,541	6,500,239
Excess (Deficiency) of Revenues		
Over Expenditures	(5,885,245)	(2,944,551)
OTHER FINANCING SOURCES (USES)		
Transfers in	-	1,863,173
Other sources - refunding certificates	-	20,593,095
Transfers out	(700,000)	-
Other uses - payment to refunded certificates of participation escrow agent	-	(20,807,791)
Net Financing Sources (Uses)	(700,000)	1,648,477
NET CHANGE IN FUND BALANCES	(6,585,245)	(1,296,074)
Fund Balances - Beginning	40,648,986	23,808,481
Fund Balances - Ending	\$ 34,063,741	\$ 22,512,407

The accompanying notes are an integral part of these financial statements.

Non-Major Governmental Funds	Total Governmental Funds
\$ -	\$ 192,547,822
18,473,088	42,625,100
1,582,543	71,962,499
13,013,379	19,831,573
<u>33,069,010</u>	<u>326,966,994</u>
-	188,798,232
-	4,509,559
-	2,374,137
-	17,716,331
-	5,755,769
21,596,189	21,596,189
-	17,573,750
-	3,198,475
-	11,841,326
1,222,540	29,458,458
1,432,111	5,283,118
-	4,153,581
-	792,837
-	11,838,892
3,800,000	5,310,000
5,066,581	5,644,547
<u>33,117,421</u>	<u>335,845,201</u>
<u>(48,411)</u>	<u>(8,878,207)</u>
-	1,863,173
-	20,593,095
(1,163,173)	(1,863,173)
-	(20,807,791)
<u>(1,163,173)</u>	<u>(214,696)</u>
<u>(1,211,584)</u>	<u>(9,092,903)</u>
21,558,935	86,016,402
<u>\$ 20,347,351</u>	<u>\$ 76,923,499</u>

ANAHEIM UNION HIGH SCHOOL DISTRICT

**RECONCILIATION OF THE GOVERNMENTAL FUNDS
CHANGES IN FUND BALANCES TO THE STATEMENT OF ACTIVITIES
FOR THE YEAR-ENDED JUNE 30, 2012**

Total Net Change in Fund Balances - Governmental Funds **\$ (9,092,903)**
**Amounts Reported for Governmental Activities in the
Statement of Activities are Different Because:**

Capital outlays to purchase or build capital assets are reported in governmental funds as expenditures, however, for governmental activities, those costs are shown in the Statement of Net Assets and allocated over their estimated useful lives as annual depreciation expenses in the Statement of Activities.

This is the amount by which depreciation exceeds capital outlays in the period.

Capital outlays	\$ 4,568,780	
Depreciation expense	<u>(7,676,511)</u>	(3,107,731)

In the Statement of Activities, certain operating expenses - compensated absences (vacations), special termination benefits (supplemental early retirement plan) and other postemployment benefits are measured by the amounts earned during the year. In the governmental funds, however, expenditures for these items are measured by the amount of financial resources used (essentially, the amounts actually paid).

Vacation used was more than the amounts earned by \$147,829. Special termination benefits paid was more than the amount added by \$376,136. Other postemployment benefits paid was less than the amount earned by \$2,791,614.

(2,267,649)

The claims activity for property liability are reported in governmental funds (General Fund) as expenditures. In the Statement of Net Assets, the property liabilities incurred but not claimed are reported as long-term obligations.

206,975

Proceeds received from issuance of debt is a revenue in the governmental funds, but it increases long-term obligations in the Statement of Net Assets and does not affect the Statement of Activities:

Sale of certificates of participation (20,593,095)

Governmental funds report the effect of premiums, discounts, issuance costs, and the deferred amount on a refunding when the debt is first issued, whereas the amounts are deferred and amortized in the Statement of Activities. This amount is the net effect of these related items:

Cost of issuance		718,116
------------------	--	---------

Repayment of bond principal is an expenditure in the governmental funds, but it reduces long-term obligations in the Statement of Net Assets and does not affect the Statement of Activities:

General obligation bonds	3,800,000	
Certificates of participation	<u>22,080,000</u>	25,880,000

The accompanying notes are an integral part of these financial statements.

ANAHEIM UNION HIGH SCHOOL DISTRICT

**RECONCILIATION OF THE GOVERNMENTAL FUNDS
CHANGES IN FUND BALANCES TO THE STATEMENT OF ACTIVITIES -
(Continued)
FOR THE YEAR-ENDED JUNE 30, 2012**

Under the modified basis of accounting used in the governmental funds, expenditures are not recognized for transactions that are not normally paid with expendable available financial resources. In the Statement of Activities, however, which is presented on the accrual basis, expenses and liabilities are reported regardless of when financial resources are available. This adjustment combines the net changes of the following balances:

Amortization of debt premium	\$ 348,325	
Decrease in cumulative rebate liability	178,422	
Amortization of debt discount	(2,420)	
Amortization of cost of issuance	<u>(629,615)</u>	\$ (105,288)

Interest on long-term obligations in the Statement of Activities differs from the amount reported in the governmental funds because interest is recorded as an expenditure in the funds when it is due, and thus requires the use of current financial resources. In the Statement of Activities, however, interest expense is recognized as the interest accrues, regardless of when it is due. The additional interest reported in the Statement of Activities is the result of two factors. First, accrued interest on the general obligation bonds and certificates of participation decreased by \$71,880, and second, \$536,335 of additional accumulated interest was accreted on the District's "capital appreciation" general obligation bonds.

(608,178)

An Internal Service Fund is used by the District's management to charge the costs of the Health and Welfare insurance program to the individual funds. The net loss of the Internal Service Fund is reported with governmental activities.

4,274,962

Change in Net Assets of Governmental Activities

\$ (4,694,791)

The accompanying notes are an integral part of these financial statements.

ANAHEIM UNION HIGH SCHOOL DISTRICT

PROPRIETARY FUNDS
STATEMENT OF NET ASSETS
JUNE 30, 2012

	<u>Governmental Activities - Internal Service Fund</u>
ASSETS	
Current Assets	
Deposits and investments	\$ 11,393,907
Receivables	53,460
Due from other funds	13,847,585
Prepaid expenses	69,690
Total Current Assets	<u>25,364,642</u>
LIABILITIES	
Current Liabilities	
Accounts payable	1,199,961
Current portion of Claims liability	3,750,000
Total Current Liabilities	<u>4,949,961</u>
Noncurrent Liabilities	
Claims liability	306,667
Total Non-Current Liabilities	<u>5,256,628</u>
NET ASSETS	
Restricted	20,108,014
Total Net Assets	<u>\$ 20,108,014</u>

The accompanying notes are an integral part of these financial statements.

ANAHEIM UNION HIGH SCHOOL DISTRICT

**PROPRIETARY FUNDS
STATEMENT OF REVENUES, EXPENSES, AND CHANGES
IN FUND NET ASSETS
JUNE 30, 2012**

	<u>Governmental Activities - Internal Service Fund</u>
OPERATING REVENUES	
Charges to other funds and miscellaneous revenues	\$ 45,695,216
OPERATING EXPENSES	
Professional and contract services	41,508,368
Operating Income	<u>4,186,848</u>
NONOPERATING REVENUES	
Interest income	88,114
Contributions and Transfers	<u>4,274,962</u>
Change in Net Assets	4,274,962
Total Net Assets - Beginning	<u>15,833,052</u>
Total Net Assets - Ending	<u>\$ 20,108,014</u>

The accompanying notes are an integral part of these financial statements.

ANAHEIM UNION HIGH SCHOOL DISTRICT

**PROPRIETARY FUNDS
STATEMENT OF CASH FLOWS
FOR THE YEAR-ENDED JUNE 30, 2012**

	<u>Governmental Activities - Internal Service Fund</u>
CASH FLOWS FROM OPERATING ACTIVITIES	
Cash receipts from interfund services provided	\$ 31,740,115
in lieu of taxes that are payments for, and equivalent to,	(42,002,605)
Net Cash Used in Operating Activities	<u>(10,262,490)</u>
CASH FLOWS FROM INVESTING ACTIVITIES	
Interest on investments	<u>88,114</u>
Net Decrease in Cash and Cash Equivalents	(10,174,376)
Cash and Cash Equivalents - Beginning	21,568,283
Cash and Cash Equivalents - Ending	<u>\$ 11,393,907</u>
RECONCILIATION OF OPERATING INCOME TO NET CASH USED IN OPERATING ACTIVITIES:	
Operating income	\$ 4,186,848
Changes in assets and liabilities:	
Receivables	(37,826)
Due from other funds	(13,847,585)
Prepaid expenses	(69,690)
Accounts payable	(18,677)
Claims liability	(475,560)
NET CASH USED IN OPERATING ACTIVITIES	<u>\$ (10,262,490)</u>

The accompanying notes are an integral part of these financial statements.

ANAHEIM UNION HIGH SCHOOL DISTRICT

FIDUCIARY FUNDS
STATEMENT OF NET ASSETS
JUNE 30, 2012

	<u>Agency Funds</u>
ASSETS	
Deposits and investments	\$ 2,837,916
Receivables	8
Stores inventories	7,994
Other current assets	78
Total Assets	<u><u>\$ 2,845,996</u></u>
LIABILITIES	
Accounts payable	\$ 147,865
Due to student groups	2,696,974
Due to other agencies	1,157
Total Liabilities	<u><u>\$ 2,845,996</u></u>

The accompanying notes are an integral part of these financial statements.

ANAHEIM UNION HIGH SCHOOL DISTRICT

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2012

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Financial Reporting Entity

The Anaheim Union High School District (the District) was organized in 1898 under the laws of the State of California. The District operates under a locally-elected five member Board form of government and provides educational services to grades 7-12 as mandated by the State and Federal agencies. The District operates eight high schools, eight junior high schools, one 7-12 academy, one special education facility, and one alternative education program.

A reporting entity is comprised of the primary government, component units, and other organizations that are included to ensure the financial statements are not misleading. The primary government of the District consists of all funds, departments, boards, and agencies that are not legally separate from the District. For the District, this includes general operations, food service, and student related activities.

Basis of Presentation - Fund Accounting

The accounting system is organized and operated on a fund basis. A fund is defined as a fiscal and accounting entity with a self-balancing set of accounts, which are segregated for the purpose of carrying on specific activities or attaining certain objectives in accordance with special regulations, restrictions, or limitations. The District's funds are grouped into three broad fund categories: governmental, proprietary, and fiduciary.

Governmental Funds Governmental funds are those through which most governmental functions typically are financed. Governmental fund reporting focuses on the sources, uses, and balances of current financial resources. Expendable assets are assigned to the various governmental funds according to the purposes for which they may or must be used. Current liabilities are assigned to the fund from which they will be paid. The difference between governmental fund assets and liabilities is reported as fund balance. The following are the District's major and non-major governmental funds.

Major Governmental Funds

General Fund The General Fund is the chief operating fund for all districts. It is used to account for the ordinary operations of the District. All transactions except those accounted for in another fund are accounted for in this fund.

Capital Facilities Fund The Capital Facilities Fund is used primarily to account separately for monies received from fees levied on developers or other agencies as a condition of approving a development (*Education Code* Sections 17620-17626). Expenditures are restricted to the purposes specified in *Government Code* Sections 65970-65981 or to the items specified in agreements with the developer (*Government Code* Section 66006).

ANAHEIM UNION HIGH SCHOOL DISTRICT

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2012

Non-Major Governmental Funds

Special Revenue Funds The Special Revenue funds are established to account for the proceeds from specific revenue sources (other than trusts, major capital projects, or debt service) that are restricted or committed to the financing of particular activities and that compose a substantial portion of the inflows of the fund. Additional resources that are restricted, committed, or assigned to the purpose of the fund may also be reported in the fund.

Cafeteria Fund The Cafeteria Fund is used to account separately for Federal, State, and local resources to operate the food service program (*Education Code* Sections 38090-38093) and is used only for those expenditures authorized by the governing board as necessary for the operation of the District's food service program (*Education Code* Sections 38091 and 38100).

Deferred Maintenance Fund The Deferred Maintenance Fund is used to account separately for State apportionments and the District's contributions for deferred maintenance purposes (*Education Code* Sections 17582-17587) and for items of maintenance approved by the State Allocation Board.

Capital Project Funds The Capital Project funds are used to account for and report financial resources that are restricted, committed, or assigned to the acquisition or construction of major capital facilities and other capital assets (other than those financed by proprietary funds and trust funds).

County School Facilities Fund The County School Facilities Fund is established pursuant to *Education Code* Section 17070.43 to receive apportionments from the 1998 State School Facilities Fund (Proposition 1A), the 2002 State School Facilities Fund (Proposition 47), or the 2004 State School Facilities Fund (Proposition 55) authorized by the State Allocation Board for new school facility construction, modernization projects, and facility hardship grants, as provided in the Leroy F. Greene School Facilities Act of 1998 (*Education Code* Section 17070 et seq.).

Special Reserve Fund for Capital Outlay Projects The Special Reserve Fund for Capital Outlay Projects exists primarily to provide for the accumulation of General Fund monies for capital outlay purposes (*Education Code* Section 42840).

Debt Service Funds The Debt Service funds are used to account for the accumulation of restricted, committed, or assigned resources for and the payment of principal and interest on general long-term obligations.

Bond Interest and Redemption Fund The Bond Interest and Redemption Fund is used for the repayment of bonds issued for a District (*Education Code* Sections 15125-15262).

Proprietary Fund Proprietary Fund reporting focuses on the determination of operating income, changes in net assets, financial position, and cash flows. The District applies all GASB pronouncements, as well as the Financial Accounting Standards Board pronouncements issued on or before November 30, 1989, unless those pronouncements conflict with or contradict GASB pronouncements. Proprietary funds are classified as enterprise or internal service. The District has the following proprietary fund:

Internal Service Fund Internal Service Fund may be used to account for any activity for which services are provided to other funds of the District on a cost-reimbursement basis. The District operates workers' compensation and health and welfare self-insurance funds that are accounted for in an internal service fund.

ANAHEIM UNION HIGH SCHOOL DISTRICT

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2012

Fiduciary Funds Fiduciary funds are used to account for assets held in trustee or agent capacity for others that cannot be used to support the District's own programs. The fiduciary fund category is split into four classifications: pension trust funds, investment trust funds, private-purpose trust funds, and agency funds. The key distinction between trust and agency funds is that trust funds are subject to a trust agreement that affects the degree of management involvement and the length of time that the resources are held.

Trust funds are used to account for the assets held by the District under a trust agreement for individuals, private organizations, or other governments and are therefore not available to support the District's own programs. The District operates no trust funds. Agency funds are custodial in nature (assets equal liabilities) and do not involve measurement of results of operations. Such funds have no equity accounts since all assets are due to individuals or entities at some future time. The District's agency fund accounts for student body activities (ASB) and monies received on behalf of Special Education Local Plan Area (SELPA) for special education revenue passed through to Greater Anaheim Special Education Local Plan Area (GASELPA).

Basis of Accounting - Measurement Focus

Government-Wide Financial Statements The government-wide financial statements are prepared using the economic resources measurement focus and the accrual basis of accounting. This is the same approach used in the preparation of the proprietary fund financial statements, but differs from the manner in which governmental fund financial statements are prepared.

The government-wide financial statement of activities presents a comparison between direct expenses and program revenues for each governmental program, and exclude fiduciary activity. Direct expenses are those that are specifically associated with a service, program, or department and are therefore clearly identifiable to a particular function. The District does not allocate indirect expenses to functions in the Statement of Activities. Program revenues include charges paid by the recipients of the goods or services offered by the programs and grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Revenues that are not classified as program revenues are presented as general revenues. The comparison of program revenues and expenses identifies the extent to which each program is self-financing or draws from the general revenues of the District. Eliminations have been made to minimize the double counting of internal activities.

Net assets should be reported as restricted when constraints placed on net asset use are either externally imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments or imposed by law through constitutional provisions or enabling legislation. The net assets restricted for other activities result from special revenue funds and the restrictions on their net asset use.

ANAHEIM UNION HIGH SCHOOL DISTRICT

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2012

Fund Financial Statements Fund financial statements report detailed information about the District. The focus of governmental financial statements is on major funds rather than reporting funds by type. Each major fund is presented in a separate column. Non-major funds are aggregated and presented in a single column. The internal service fund is presented in a single column on the face of the proprietary fund statements.

Governmental Funds All governmental funds are accounted for using a flow of current financial resources measurement focus and the modified accrual basis of accounting. With this measurement focus, only current assets and current liabilities generally are included on the balance sheet. The statement of revenues, expenditures, and changes in fund balance reports on the sources (revenues and other financing sources) and uses (expenditures and other financing uses) of current financial resources. This approach differs from the manner in which the governmental activities of the government-wide financial statements are prepared. Governmental fund financial statements therefore include reconciliation with brief explanations to better identify the relationship between the government-wide financial statements and the statements for the governmental funds on a modified accrual basis of accounting and the current financial resources measurement focus. Under this basis, revenues are recognized in the accounting period in which they become measurable and available. Expenditures are recognized in the accounting period in which the fund liability is incurred, if measurable.

Proprietary Funds Proprietary Funds are accounted for using a flow of economic resources measurement focus and the accrual basis of accounting. All assets and all liabilities associated with the operation of this fund are included in the statement of net assets. The statement of changes in fund net assets presents increases (revenues) and decreases (expenses) in net total assets. The statement of cash flows provides information about how the District finances and meets the cash flow needs of its proprietary fund.

Fiduciary Funds Fiduciary funds are accounted for using the flow of economic resources measurement focus and the accrual basis of accounting.

Revenues – Exchange and Non-Exchange Transactions Revenue resulting from exchange transactions, in which each party gives and receives essentially equal value, is recorded on the accrual basis when the exchange takes place. On a modified accrual basis, revenue is recorded in the fiscal year in which the resources are measurable and become available. Available means that the resources will be collected within the current fiscal year or are expected to be collected soon enough thereafter to be used to pay liabilities of the current fiscal year. Generally, available is defined as collectible within 90 days. However, to achieve comparability of reporting among California districts and so as not to distort normal revenue patterns, with specific respect to reimbursement grants and corrections to State-aid apportionments, the California Department of Education has defined available for districts as collectible within one year. The following revenue sources are considered to be both measurable and available at fiscal year-end: State apportionments, interest, certain grants, and other local sources.

Non-exchange transactions, in which the District receives value without directly giving equal value in return, include property taxes, certain grants, entitlements, and donations. Revenue from property taxes is recognized in the fiscal year in which the taxes are received. Revenue from certain grants, entitlements, and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied. Eligibility requirements include time and purpose requirements. On a modified accrual basis, revenue from non-exchange transactions must also be available before it can be recognized.

ANAHEIM UNION HIGH SCHOOL DISTRICT

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2012

Deferred Revenue Deferred revenue arises when potential revenue does not meet both the "measurable" and "available" criteria for recognition in the current period or when resources are received by the District prior to the incurrence of qualifying expenditures. In subsequent periods, when both revenue recognition criteria are met, or when the District has a legal claim to the resources, the liability for deferred revenue is removed from the combined balance sheet and revenue is recognized.

Certain grants received before the eligibility requirements are met are recorded as deferred revenue. On the governmental fund financial statements, receivables that will not be collected within the available period are also recorded as deferred revenue.

Expenses/Expenditures On the accrual basis of accounting, expenses are recognized at the time they are incurred. The measurement focus of governmental fund accounting is on decreases in net financial resources (expenditures) rather than expenses. Expenditures are generally recognized in the accounting period in which the related fund liability is incurred, if measurable, and typically paid within 90 days. Principal and interest on long-term obligations, which has not matured, are recognized when paid in the governmental funds as expenditures. Allocations of costs, such as depreciation and amortization, are not recognized in the governmental funds but are recognized in the government-wide statements.

Cash and Cash Equivalents

The District's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition. Cash equivalents also include cash with county treasury balances for purposes of the Statement of Cash Flows.

Investments

Investments held at June 30, 2012, with original maturities greater than one year are stated at fair value. Fair value is estimated based on quoted market prices at year-end. All investments not required to be reported at fair value are stated at cost or amortized cost. Fair values of investments in county and State investment pools are determined by the program sponsor.

Prepaid Expenditures (Expenses)

Prepaid expenditures (expenses) represent amounts paid in advance of receiving goods or services. The District has the option of reporting an expenditure in governmental funds for prepaid items either when purchased or during the benefiting period. The District has chosen to report the expenditures when incurred.

Stores Inventories

Inventories consist of expendable food and supplies held for consumption. Inventories are stated at cost, on the first-in, first-out basis. The costs of inventory items are recorded as expenditures in the governmental type funds and expenses in the proprietary type funds when used.

ANAHEIM UNION HIGH SCHOOL DISTRICT

NOTES TO FINANCIAL STATEMENTS JUNE 30, 2012

Deferred Charges

Deferred charges consist of costs of issuance and refunding of long-term debt obligations. In the government-wide and proprietary funds financial statements, costs of issuance and costs of refunding (the difference between the reacquisition price and the net carrying value of the refunded debt) are capitalized and amortized over the life of the related debt as a component of interest expense using a method that approximates the effective interest method. In the governmental fund financial statements, these costs are reported as expenditures.

Capital Assets and Depreciation

The accounting and reporting treatment applied to the capital assets associated with a fund are determined by its measurement focus. General capital assets are long-lived assets of the District. The District maintains a capitalization threshold of \$5,000. The District does not possess any infrastructure. Improvements are capitalized; the costs of normal maintenance and repairs that do not add to the value of the asset or materially extend an asset's life are not capitalized, but are expensed as incurred.

When purchased, such assets are recorded as expenditures in the governmental funds and capitalized in the government-wide financial statement of net assets. The valuation basis for general capital assets are historical cost, or where historical cost is not available, estimated historical cost based on replacement cost. Donated capital assets are capitalized at estimated fair market value on the date donated.

Depreciation of capital assets is computed and recorded by the straight-line method. Estimated useful lives of the various classes of depreciable capital assets are as follows: buildings, 25 to 50 years; improvements/infrastructure, 5 to 50 years; equipment, 5 to 15 years.

Interfund Balances

On fund financial statements, receivables and payables resulting from short-term interfund loans are classified as "interfund receivables/payables". These amounts are eliminated in the governmental activities columns of the Statement of Net Assets.

Compensated Absences

Compensated absences are accrued as a liability on the government-wide statement of net assets as the benefits are earned. For governmental funds, unpaid compensation absences are recognized as a fund liability only upon the occurrence of relevant events such as employee resignations and retirements that occur prior to year-end that have not yet been paid with expendable available financial resources. These amounts are recorded in the accounts payable in the fund from which the employees who have accumulated leave are paid.

Sick leave is accumulated without limit for each employee at the rate of one day for each month worked. Leave with pay is provided when employees are absent for health reasons; however, the employees do not gain a vested right to accumulated sick leave. Employees are never paid for any sick leave balance at termination of employment or any other time. Therefore, the value of accumulated sick leave is not recognized as a liability in the District's financial statements. However, credit for unused sick leave is applicable to all classified school members who retire after January 1, 1999. At retirement, each member will receive .004 year of service credit for each day of unused sick leave. Credit for unused sick leave is applicable to all certificated employees and is determined by dividing the number of unused sick days by the number of base service days required to complete the last school year, if employed full-time.

ANAHEIM UNION HIGH SCHOOL DISTRICT

NOTES TO FINANCIAL STATEMENTS JUNE 30, 2012

Accrued Liabilities and Long-Term Obligations

All payables, accrued liabilities, and long-term obligations are reported in the government-wide and proprietary fund financial statements. In the government-wide financial statements and in the proprietary fund type financial statements, premiums and discounts on issuance of long-term obligations are deferred and amortized over the life of the related debt as a component of interest expense using the straight-line method. In the governmental funds, premiums and discounts on issuance of long-term obligations are recognized as other financing sources and uses, respectively.

In general, governmental fund payables and accrued liabilities that, once incurred, are paid in a timely manner and in full from current financial resources are reported as obligations of the funds.

However, claims and judgments, compensated absences, special termination benefits, and contractually required pension contributions that will be paid from governmental funds are reported as a liability in the fund financial statements only to the extent that they are due for payment during the current year. Bonds, capital leases, and long-term loans are recognized as liabilities in the governmental fund financial statements when due.

Deferred Issuance Costs, Premiums and Discounts

In the government-wide financial statements and in the proprietary fund type financial statements, long-term obligations are reported as liabilities in the applicable governmental activities statement of net assets. Bond premiums and discounts, as well as issuance costs, are deferred and amortized over the life of the bonds using the straight line method.

Fund Balances - Governmental Funds

As of June 30, 2012, fund balances of the governmental funds are classified as follows:

Nonspendable - amounts that cannot be spent either because they are in nonspendable form or because they are legally or contractually required to be maintained intact.

Restricted - amounts that can be spent only for specific purposes because of constitutional provisions or enabling legislation or because of constraints that are externally imposed by creditors, grantors, contributors, or the laws or regulations of other governments.

Committed - amounts that can be used only for specific purposes determined by a formal action of the governing board. The governing board is the highest level of decision-making authority for the District. Commitments may be established, modified, or rescinded only through resolutions or other action as approved by the governing board.

Assigned - amounts that do not meet the criteria to be classified as restricted or committed but that are intended to be used for specific purposes. Under the District's adopted policy, only the governing board or assistant superintendent of business may assign amounts for specific purposes.

Unassigned - all other spendable amounts.

ANAHEIM UNION HIGH SCHOOL DISTRICT

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2012

Net Assets

Net assets represent the difference between assets and liabilities. Net assets invested in capital assets, net of related debt consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any borrowings used for the acquisition, construction or improvement of those assets. Net assets are reported as restricted when there are limitations imposed on their use either through the enabling legislation adopted by the District or through external restrictions imposed by creditors, grantors, or laws or regulations of other governments. The District first applies restricted resources when an expense is incurred for purposes for which both restricted and unrestricted net assets are available. The government-wide financial statements report net assets restricted by enabling legislation of \$64,889,486.

Operating Revenues and Expenses

Operating revenues are those revenues that are generated directly from the primary activity of the proprietary funds. For the District, these revenues are charges to other funds for self-insurance. Operating expenses are necessary costs incurred to provide the good or service that is the primary activity of the fund.

Interfund Activity

Transfers between governmental activities in the government-wide financial statements are reported in the same manner as general revenues.

Exchange transactions between funds are reported as revenues in the seller funds and as expenditures/expenses in the purchaser funds. Flows of cash or goods from one fund to another without a requirement for repayment are reported as interfund transfers. Interfund transfers are reported as other financing sources/uses in governmental funds and after non-operating revenues/expenses in proprietary funds. Repayments from funds responsible for particular expenditures/expenses to the funds that initially paid for them are not presented on the financial statements. Interfund transfers are eliminated in the governmental activities column of the statement of activities.

Estimates

The preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results may differ from those estimates.

Budgetary Data

The budgetary process is prescribed by provisions of the California Education Code and requires the governing board to hold a public hearing and adopt an operating budget no later than July 1 of each year. The District governing board satisfied these requirements. The adopted budget is subject to amendment throughout the year to give consideration to unanticipated revenue and expenditures primarily resulting from events unknown at the time of budget adoption with the legal restriction that expenditures cannot exceed appropriations by major object account.

ANAHEIM UNION HIGH SCHOOL DISTRICT

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2012

The amounts reported as the original budgeted amounts in the budgetary statements reflect the amounts when the original appropriations were adopted. The amounts reported as the final budgeted amounts in the budgetary statements reflect the amounts after all budget amendments have been accounted for. For budget purposes, on behalf payments have not been included as revenue and expenditures as required under generally accepted accounting principles.

Property Tax

Secured property taxes attach as an enforceable lien on property as of January 1. Taxes are payable in two installments on November 1 and February 1 and become delinquent on December 10 and April 10, respectively. Unsecured property taxes are payable in one installment on or before August 31. The County of Orange bills and collects the taxes on behalf of the District. Local property tax revenues are recorded when received.

New Accounting Pronouncements

In November 2010, the GASB issued Statement No. 61, *The Financial Reporting Entity: Omnibus-an amendment of GASB Statements No. 14 and No. 34*. The objective of this Statement is to improve financial reporting for a governmental financial reporting entity. The requirements of GASB Statement No. 14, *The Financial Reporting Entity*, and the related financial reporting requirements of GASB Statement No. 34, *Basic Financial Statements-and Management's Discussion and Analysis-for State and Local Governments*, were amended to better meet user needs and to address reporting entity issues that have arisen since the issuance of those Statements.

This Statement modifies certain requirements for inclusion of component units in the financial reporting entity. For organizations that previously were required to be included as component units by meeting the fiscal dependency criterion, a financial benefit or burden relationship also would need to be present between the primary government and that organization for it to be included in the reporting entity as a component unit. Further, for organizations that do not meet the financial accountability criteria for inclusion as component units but that, nevertheless, should be included because the primary government's management determines that it would be misleading to exclude them, this Statement clarifies the manner in which that determination should be made and the types of relationships that generally should be considered in making the determination.

This Statement also amends the criteria for reporting component units as if they were part of the primary government (that is, blending) in certain circumstances. For component units that currently are blended based on the "substantively the same governing body" criterion, it additionally requires that (1) the primary government and the component unit have a financial benefit or burden relationship or (2) management (below the level of the elected officials) of the primary government have operational responsibility (as defined in paragraph 8a) for the activities of the component unit. New criteria also are added to require blending of component units whose total debt outstanding is expected to be repaid entirely or almost entirely with resources of the primary government. The blending provisions are amended to clarify that funds of a blended component unit have the same financial reporting requirements as a fund of the primary government. Lastly, additional reporting guidance is provided for blending a component unit if the primary government is a business-type activity that uses a single column presentation for financial reporting.

This Statement also clarifies the reporting of equity interests in legally separate organizations. It requires a primary government to report its equity interest in a component unit as an asset. The provisions of this Statement are effective for financial statements for periods beginning after June 15, 2012. Early implementation is encouraged.

ANAHEIM UNION HIGH SCHOOL DISTRICT

NOTES TO FINANCIAL STATEMENTS JUNE 30, 2012

In June 2012, the GASB issued Statement No. 68, *Accounting and Financial Reporting for Pensions*—an amendment of Statement No. 27. The primary objective of this Statement is to improve accounting and financial reporting by state and local governments for pensions. It also improves information provided by State and local governmental employers about financial support for pensions that is provided by other entities. This Statement results from a comprehensive review of the effectiveness of existing standards of accounting and financial reporting for pensions with regard to providing decision-useful information, supporting assessments of accountability and inter-period equity, and creating additional transparency.

This Statement replaces the requirements of Statement No. 27, *Accounting for Pensions by State and Local Governmental Employers*, as well as the requirements of Statement No. 50, *Pension Disclosures*, as they relate to pensions that are provided through pension plans administered as trusts or equivalent arrangements (hereafter jointly referred to as trusts) that meet certain criteria. The requirements of Statements No. 27 and No. 50 remain applicable for pensions that are not covered by the scope of this Statement.

The scope of this Statement addresses accounting and financial reporting for pensions that are provided to the employees of State and local governmental employers through pension plans that are administered through trusts that have the following characteristics:

Contributions from employers and nonemployer contributing entities to the pension plan and earnings on those contributions are irrevocable.

Pension plan assets are dedicated to providing pensions to plan members in accordance with the benefit terms.

Pension plan assets are legally protected from the creditors of employers, nonemployer contributing entities, and the pension plan administrator. If the plan is a defined benefit pension plan, plan assets also are legally protected from creditors of the plan members.

This Statement establishes standards for measuring and recognizing liabilities, deferred outflows of resources, and deferred inflows of resources, and expense/expenditures. For defined benefit pensions, this Statement identifies the methods and assumptions that should be used to project benefit payments, discount projected benefit payments to their actuarial present value, and attribute that present value to periods of employee service.

This Statement is effective for fiscal years beginning after June 15, 2014. Early implementation is encouraged.

ANAHEIM UNION HIGH SCHOOL DISTRICT

NOTES TO FINANCIAL STATEMENTS JUNE 30, 2012

NOTE 2 - DEPOSITS AND INVESTMENTS

Summary of Deposits and Investments

Deposits and investments as of June 30, 2012, are classified in the accompanying financial statements as follows:

Governmental activities	\$ 85,496,441
Fiduciary funds	2,837,916
Total Deposits and Investments	<u>\$ 88,334,357</u>

Deposits and investments as of June 30, 2012, consisted of the following:

Cash on hand and in banks	\$ 13,135,646
Cash in revolving	155,000
Investments	75,043,711
Total Deposits and Investments	<u>\$ 88,334,357</u>

Policies and Practices

The District is authorized under California Government Code to make direct investments in local agency bonds, notes, or warrants within the State; U.S. Treasury instruments; registered State warrants or treasury notes; securities of the U.S. Government, or its agencies; bankers acceptances; commercial paper; certificates of deposit placed with commercial banks and/or savings and loan companies; repurchase or reverse repurchase agreements; medium term corporate notes; shares of beneficial interest issued by diversified management companies, certificates of participation, obligations with first priority security; and collateralized mortgage obligations.

Investment in County Treasury - The District is considered to be an involuntary participant in an external investment pool as the District is required to deposit all receipts and collections of monies with their County Treasurer (*Education Code* Section 41001). The fair value of the District's investment in the pool is reported in the accounting financial statements at amounts based upon the District's pro-rata share of the fair value provided by the County Treasurer for the entire portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawal is based on the accounting records maintained by the County Treasurer, which is recorded on the amortized cost basis.

ANAHEIM UNION HIGH SCHOOL DISTRICT

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2012

General Authorizations

Limitations as they relate to interest rate risk, credit risk, and concentration of credit risk are indicated in the schedules below:

<u>Authorized Investment Type</u>	<u>Maximum Remaining Maturity</u>	<u>Maximum Percentage of Portfolio</u>	<u>Maximum Investment in One Issuer</u>
Local Agency Bonds, Notes, Warrants	5 years	None	None
Registered State Bonds, Notes, Warrants	5 years	None	None
U.S. Treasury Obligations	5 years	None	None
U.S. Agency Securities	5 years	None	None
Banker's Acceptance	180 days	40%	30%
Commercial Paper	270 days	25%	10%
Negotiable Certificates of Deposit	5 years	30%	None
Repurchase Agreements	1 year	None	None
Reverse Repurchase Agreements	92 days	20% of base	None
Medium-Term Corporate Notes	5 years	30%	None
Mutual Funds	N/A	20%	10%
Money Market Mutual Funds	N/A	20%	10%
Mortgage Pass-Through Securities	5 years	20%	None
County Pooled Investment Funds	N/A	None	None
Local Agency Investment Fund (LAIF)	N/A	None	None
Joint Powers Authority Pools	N/A	None	None

Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. The District manages its exposure to interest rate risk by investing in the county pool and having the Pool purchase a combination of shorter term and longer term investments and by timing cash flows from maturities so that a portion of the portfolio is maturing or coming close to maturity evenly over time as necessary to provide the cash flow and liquidity needed for operations.

ANAHEIM UNION HIGH SCHOOL DISTRICT

NOTES TO FINANCIAL STATEMENTS JUNE 30, 2012

Information about the sensitivity of the fair values of the District's investments to market interest rate fluctuation is provided by the following schedule that shows the distribution of the District's investment by maturity:

<u>Investment Type</u>	<u>Amortized Cost</u>	<u>Fair Value</u>	<u>Maturity Date/ Average Maturity in Days</u>
Mutual Funds	2,172,923	2,172,923	55 days
First American Treasury Obligations	8,493,940	8,493,940	52 days
Orange County Investment Pool	62,033,711	62,038,538	304 days
Commercial Paper	2,343,137	2,381,061	December 24, 2012
Total	<u>\$ 75,043,711</u>	<u>\$ 75,086,462</u>	

Credit Risk

Credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. While the District's investment in the county pool is not required to be rated as of year-end, it reflected an Aaa rating by Moody's. Likewise, the First American Treasury Obligations reflected an Aaa rating by Moody's. Commercial paper reflected an Aa3 rating by Moody's. Investment agreements were not rated.

Concentration of Credit Risk

The investment policy of the District contains no limitations on the amount that can be invested in any one issuer beyond the amount stipulated by the California Government Code. There were no investments in any one issuer that represent five percent (5%) or more of the total investments.

Custodial Credit Risk - Deposits

This is the risk that in the event of a bank failure, the District's deposits may not be returned to it. The District does have a policy for custodial credit risk for deposits. Monies so deposited shall be in a fully-secured or collateralized account or instruments. However, the California Government Code requires that a financial institution secure deposits made by State or local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under State law (unless so waived by the governmental unit). The market value of the pledged securities in the collateral pool must equal at least 110 percent of the total amount deposited by the public agency. California law also allows financial institutions to secure public deposits by pledging first trust deed mortgage notes having a value of 150 percent of the secured public deposits and letters of credit issued by the Federal Home Loan Bank of San Francisco having a value of 105 percent of the secured deposits. As of June 30, 2012, the District's bank balance of \$207,729 was exposed to custodial credit risk because it was uninsured but collateralized with securities held by the pledging financial institution's trust department or agent, but not in the name of the District.

ANAHEIM UNION HIGH SCHOOL DISTRICT

NOTES TO FINANCIAL STATEMENTS
 JUNE 30, 2012

NOTE 3 - RECEIVABLES

Receivables at June 30, 2012, consisted of intergovernmental grants, entitlements, interest and other local sources. All receivables are considered collectible in full.

	General Fund	Capital Facilities Fund	Non-Major Governmental Funds	Internal Service Fund	Total	Fiduciary Fund
Federal Government						
Categorical aid	\$ 4,162,626	\$ -	\$ 3,169,168	\$ -	\$ 7,331,794	\$ -
State Government						
Apportionment	73,632,483	-	-	-	73,632,483	-
Categorical aid	1,269,080	-	274,541	-	1,543,621	-
Lottery	2,664,552	-	-	-	2,664,552	-
Local Government						
Interest	19,004	2,210	3,106	4,481	28,801	8
Greater Anaheim						
SELPA	1,038,229	-	-	-	1,038,229	-
North Orange County						
ROP	825,764	-	-	-	825,764	-
Due from other LEAs	738,413	-	-	-	738,413	-
Other local sources	1,232,551	530,019	94,820	48,979	1,906,369	-
Total	<u>\$ 85,582,702</u>	<u>\$ 532,229</u>	<u>\$ 3,541,635</u>	<u>\$ 53,460</u>	<u>\$ 89,710,026</u>	<u>\$ 8</u>

ANAHEIM UNION HIGH SCHOOL DISTRICT

**NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2012**

NOTE 4 - CAPITAL ASSETS

Capital asset activity for the fiscal year-ended June 30, 2012, was as follows:

	Balance July 1, 2011	Additions	Deductions	Balance June 30, 2012
Governmental Activities				
Capital Assets Not Being Depreciated				
Land	\$ 5,869,831	\$ -	\$ -	\$ 5,869,831
Construction in process	-	3,987,416	3,286,704	700,712
Total Capital Assets Not Being Depreciated	<u>5,869,831</u>	<u>3,987,416</u>	<u>3,286,704</u>	<u>6,570,543</u>
Capital Assets Being Depreciated				
Land improvements	19,300,003	581,878	-	19,881,881
Buildings and improvements	357,850,243	2,704,826	-	360,555,069
Furniture and equipment	7,277,224	552,037	-	7,829,261
Vehicles	5,369,032	29,327	-	5,398,359
Total Capital Assets Being Depreciated	<u>389,796,502</u>	<u>3,868,068</u>	<u>-</u>	<u>393,664,570</u>
Total Capital Assets	<u>395,666,333</u>	<u>7,855,484</u>	<u>3,286,704</u>	<u>400,235,113</u>
Less Accumulated Depreciation				
Land improvements	17,501,288	134,358	-	17,635,646
Buildings and improvements	81,474,200	6,824,799	-	88,298,999
Furniture and equipment	4,463,615	558,042	-	5,021,657
Vehicles	4,107,486	159,312	-	4,266,798
Total Accumulated Depreciation	<u>107,546,589</u>	<u>7,676,511</u>	<u>-</u>	<u>115,223,100</u>
Governmental Activities Capital Assets, Net	<u>\$ 288,119,744</u>	<u>\$ 178,973</u>	<u>\$ 3,286,704</u>	<u>\$ 285,012,013</u>

Depreciation expense was charged as a direct expense to governmental functions as follows:

Governmental Activities	
Instruction	\$ 4,836,202
School site administration	614,121
Home-to-school transportation	230,295
Food services	690,886
Data processing	76,765
All other general administration	383,826
Plant services	844,416
Total Depreciation Expenses Governmental Activities	<u>\$ 7,676,511</u>

ANAHEIM UNION HIGH SCHOOL DISTRICT

**NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2012**

NOTE 5 - INTERFUND TRANSACTIONS

Interfund Receivables/Payables (Due To/Due From)

Interfund receivable and payable balances arise from interfund transactions and are recorded by all funds affected in the period in which transactions are executed. Interfund receivable and payable balances at June 30, 2012, between major and non-major governmental funds are as follows:

Due To	Due From				Total
	General Fund	Building Fund	Capital Facilities Fund	Non-Major Governmental Funds	
General Fund	\$ -	\$ -	\$ 434,294	\$ 3,172,529	\$ 3,606,823
Capital Facilities Fund	3,934,864	-	-	-	3,934,864
Internal Service Fund	13,847,585	-	-	-	13,847,585
Total	<u>\$ 17,782,449</u>	<u>\$ -</u>	<u>\$ 434,294</u>	<u>\$ 3,172,529</u>	<u>\$ 21,389,272</u>

A balance of \$3,000,000 is due to the Capital Facilities Fund from the General Fund for a reimbursement of a loan.

A balance of \$934,864 is due to the Capital Facilities Fund from the General Fund for the facilities portion of RDA monies.

A balance of \$3,172,529 is due to the General Fund from the Cafeteria Non-Major Governmental Fund for repayment of payroll related costs and supplies.

A balance of \$11,000,000 is due to the Internal Service Fund from the General Fund for reimbursement of a loan.

A balance of \$2,847,585 is due to the Internal Service Fund from the General Fund for Health and Welfare costs.

The Balance of \$434,294 is due to the General Fund from the Capital Facilities Fund for RDA monies subject to revenue limit.

ANAHEIM UNION HIGH SCHOOL DISTRICT

**NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2012**

Operating Transfers

Interfund transfers for the year-ended June 30, 2012, consisted of the following:

Transfer To	Transfer From		Total
	General Fund	Non-Major Governmental Funds	
Capital Facilities Fund	\$ 700,000	\$ 1,163,173	\$ 1,863,173

The General Fund transferred to the Capital Facilities Fund to pay debt service payment for 1999 COP.	\$ 700,000
The Special Reserve Fund for Capital Projects transferred to the Capital Facilities Fund to pay debt service payments for food services COP.	1,163,173
Total	<u>\$ 1,863,173</u>

NOTE 6 - ACCOUNTS PAYABLE

Accounts payable at June 30, 2012, consisted of the following:

	General Fund	Capital Facilities Fund	Non-Major Governmental Funds	Internal Service Fund	Total	Fiduciary Fund
Accrued payroll and benefits	\$10,009,921	\$ -	\$ -	\$ -	\$10,009,921	\$ -
Construction	254,653	59,574	70,556	-	384,783	-
Greater Anaheim SELPA	30,966	-	-	-	30,966	-
North Orange County ROP	5,065,862	-	-	-	5,065,862	-
Books and supplies	494,186	-	337,814	-	832,000	-
Services	1,747,388	6,551	88,202	1,198,499	3,040,640	147,865
Other	275,758	-	110,052	1,462	387,272	-
Total	<u>\$17,878,734</u>	<u>\$ 66,125</u>	<u>\$ 606,624</u>	<u>\$ 1,199,961</u>	<u>\$19,751,444</u>	<u>\$147,865</u>

ANAHEIM UNION HIGH SCHOOL DISTRICT

NOTES TO FINANCIAL STATEMENTS JUNE 30, 2012

NOTE 7 - DEFERRED REVENUES

Deferred revenues at June 30, 2012, consisted of the following:

	General Fund	Non-Major Governmental Funds	Total Governmental Activities
Federal financial assistance	\$ 309,552	\$ -	\$ 309,552
State categorical aid	15,561	-	15,561
Other local	6,047	14,303	20,350
Total	<u>\$ 331,160</u>	<u>\$ 14,303</u>	<u>\$ 345,463</u>

NOTE 8 - LONG-TERM OBLIGATIONS

Summary

The changes in the District's long-term obligations during the year consisted of the following:

	Balance July 1, 2011	Additions	Deductions	Balance June 30, 2012	Due in One Year
General obligation bonds	\$ 117,055,518	\$ 536,335	\$ 3,800,000	\$ 113,791,853	\$ 4,130,000
Premium on issuance	5,019,476	-	348,325	4,671,151	-
Certificates of participation	38,975,000	20,736,818	22,080,000	37,631,818	640,000
Discount on issuance	(31,469)	-	(2,420)	(29,049)	-
Cumulative rebate liability	178,422	19,397	197,819	-	-
Property and liability	616,975	707,005	913,980	410,000	-
Accumulated vacation - net	1,506,891	-	147,829	1,359,062	-
Supplemental early retirement plan	1,504,544	-	376,136	1,128,408	376,136
Other postemployment benefits	7,883,442	4,850,279	2,058,665	10,675,056	-
	<u>\$ 172,708,799</u>	<u>\$ 26,849,834</u>	<u>\$ 29,920,334</u>	<u>\$ 169,638,299</u>	<u>\$ 5,146,136</u>

Payments on the general obligation bonds are made by the Bond Interest and Redemption Fund with local revenues. Payments on the certificates of participation are made by the Capital Facilities Fund. Payments for the cumulative rebate liability, property and liability and supplemental early retirement plan are made by the General Fund. The accumulated vacation will be paid by the fund for which the employee worked. Other postemployment benefits are paid by the Self-Insurance Fund.

ANAHEIM UNION HIGH SCHOOL DISTRICT

NOTES TO FINANCIAL STATEMENTS JUNE 30, 2012

General Obligation Bonds

The outstanding general obligation bonded debt is as follows:

Issue Date	Maturity Date	Interest Rate	Original Issue	Bonds			Bonds Outstanding June 30, 2012
				Outstanding July 1, 2011	Accreted	Redeemed	
6/6/02	8/1/26	3.00% - 5.70%	\$ 91,999,603	\$ 9,576,288	\$ 207,308	\$ 2,865,000	\$ 6,918,596
12/5/03	8/1/28	2.00% - 5.54%	26,999,352	27,944,230	329,027	205,000	28,068,257
1/13/05	8/1/25	3.00% - 5.00%	70,590,000	68,390,000	-	120,000	68,270,000
5/10/06	8/1/22	4.00% - 5.25%	13,000,000	11,145,000	-	610,000	10,535,000
			<u>\$ 202,588,955</u>	<u>\$ 117,055,518</u>	<u>\$ 536,335</u>	<u>\$ 3,800,000</u>	<u>\$ 113,791,853</u>

2002 General Obligation Bonds, Series A

On June 6, 2002, the District issued \$91,999,603 aggregate original principal amount of 2002 General Obligation Bonds, Series A. The bonds issued included \$89,790,000 of current interest bonds and \$2,209,603 of capital appreciation bonds. The capital appreciation bonds have a maturing principal balance of \$8,570,000. The bonds mature through August 1, 2026, with interest yields ranging from 3.00 to 5.70 percent. On January 13, 2005, \$67,565,000 of the bonds were advanced refunded with proceeds from the 2005 General Obligation Refunding Bonds. At June 30, 2012, the principal balance outstanding (including accreted interest to date) was \$6,918,596 and unamortized premium and issuance costs were \$1,237,849 and \$564,882, respectively. Premium and issuance costs are amortized over the life of the bonds as a component of interest expense on the bonds.

2003 General Obligation Bonds

On December 5, 2003, the District issued the \$26,999,352 aggregate original principal amount of 2003 General Obligation Bonds. The bonds issued included \$24,020,000 of current interest bonds and \$2,979,352 of capital appreciation bonds. The capital appreciation bonds have a maturing principal balance of \$15,040,000. The bonds mature through August 1, 2028, with interest yields ranging from 2.00 to 5.541 percent. The District received net proceeds of \$27,685,117 (including premium of \$1,114,661 and after payment of \$428,896 in underwriter fees, insurance, and other issuance costs). At June 30, 2012, the principal balance outstanding (including accreted interest to date) was \$28,068,257, and unamortized premium and issuance costs were \$737,538 and \$283,785, respectively. Premium and issuance costs are amortized over the life of the bonds as a component of interest expense on the bonds.

2005 General Obligation Refunding Bonds

On January 13, 2005, the District issued the 2005 General Obligation Refunding Bonds in the amount of \$70,590,000. The bonds were issued at an aggregate price of \$73,878,394, (representing the principal amount of \$70,590,000 plus an original issue premium of \$3,834,443 less underwriter's discount of \$388,245 and cost of issuance of \$157,804). The bonds mature through August 1, 2025, and yield interest rates of 3.00 to 5.00 percent.

ANAHEIM UNION HIGH SCHOOL DISTRICT

**NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2012**

The bonds were issued to refund \$67,565,000 of the outstanding Anaheim Union High School District 2002 General Obligation Bonds, Series A. The bonds associated with the \$67,565,000 of 2002 Issuance Series A were placed in an escrow account with U.S. Bank for the future redemption of these bonds. Deferred charges on refunding of \$6,171,436 will be amortized into interest expense over the prepayment period. As of June 30, 2012, the principal balance of \$68,068,257 remained outstanding and unamortized premium and issuance costs were \$2,404,516 and \$431,437, respectively.

2002 General Obligation Bonds, Series 2006 C

On May 10, 2006, the District issued \$13,000,000 of the 2002 General Obligation Bonds, Series 2006 C. The District has previously issued general obligation bonds under the same authorization in the amount of \$91,999,603 and \$26,999,352 for the 2002 Series A and 2003 General Obligation Bonds. The current issuance represents the final portion of the \$132,000,000 general obligation bonds authorized on March 5, 2002. The bonds mature through August 1, 2022, with interest yields ranging from 4.00 to 5.25 percent. The proceeds from the sales of the bonds will be used to finance school construction and improvements to the school facilities. At June 30, 2012, the principal balance outstanding was \$10,535,000 and unamortized premium and issuance costs were \$291,248 and \$191,921, respectively. Premium and issuance costs are amortized over the life of the bonds as a component of interest expense on the bonds.

Debt Service Requirements to Maturity

The 2002 Series A Bonds mature through 2027 as follows:

Fiscal Year June 30,	Principal Including Accreted Interest to Date	Accreted Interest	Current Interest to Maturity	Total
2013	\$ 3,125,000	\$ -	\$ 78,125	\$ 3,203,125
2014	-	-	-	-
2015	-	-	-	-
2016	-	-	-	-
2017	-	-	-	-
2018-2022	-	-	-	-
2023-2027	3,793,596	4,776,404	-	8,570,000
Total	<u>\$ 6,918,596</u>	<u>\$ 4,776,404</u>	<u>\$ 78,125</u>	<u>\$ 11,773,125</u>

ANAHEIM UNION HIGH SCHOOL DISTRICT

NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2012

The 2003 Series Bonds mature through 2029 as follows:

Fiscal Year June 30,	Principal Including Accreted Interest to Date	Accreted Interest	Current Interest to Maturity	Total
2013	\$ 225,000	\$ -	\$ 1,068,689	\$ 1,293,689
2014	745,000	-	1,049,851	1,794,851
2015	790,000	-	1,019,151	1,809,151
2016	845,000	-	986,451	1,831,451
2017	900,000	-	951,551	1,851,551
2018-2022	5,450,000	-	4,102,403	9,552,403
2023-2027	7,500,000	-	2,584,192	10,084,192
2028-2029	11,613,257	9,926,743	162,500	21,702,500
Total	<u>\$ 28,068,257</u>	<u>\$ 9,926,743</u>	<u>\$ 11,924,788</u>	<u>\$ 49,919,788</u>

The 2005 Refunding Bonds mature through 2026 as follows:

Fiscal Year June 30,	Principal	Current Interest to Maturity	Total
2013	\$ 125,000	\$ 3,261,991	\$ 3,386,991
2014	2,925,000	3,186,913	6,111,913
2015	3,230,000	3,033,038	6,263,038
2016	3,670,000	2,860,538	6,530,538
2017	4,005,000	2,668,662	6,673,662
2018-2022	25,715,000	9,958,218	35,673,218
2023-2026	28,600,000	2,837,412	31,437,412
Total	<u>\$ 68,270,000</u>	<u>\$ 27,806,772</u>	<u>\$ 96,076,772</u>

The Series 2006 C Bonds mature through 2023 as follows:

Fiscal Year June 30,	Principal	Current Interest to Maturity	Total
2013	\$ 655,000	\$ 485,772	\$ 1,140,772
2014	830,000	456,073	1,286,073
2015	880,000	420,773	1,300,773
2016	805,000	381,947	1,186,947
2017	870,000	340,072	1,210,072
2018-2022	5,315,000	1,009,274	6,324,274
2023	1,180,000	29,500	1,209,500
Total	<u>\$ 10,535,000</u>	<u>\$ 3,123,411</u>	<u>\$ 13,658,411</u>

ANAHEIM UNION HIGH SCHOOL DISTRICT

**NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2012**

Certificates of Participation

The outstanding certificate of participation debt is as follows:

Issue Date	Maturity Date	Interest Rate	Original Issue	Outstanding July 1, 2011	Issued	Accreted	Redeemed	Outstanding June 30, 2012
9/16/99	9/1/29	Variable	\$ 27,000,000	\$ 21,470,000	\$ -	\$ -	\$ 21,470,000	\$ -
8/27/04	9/1/24	4.00-5.13%	15,000,000	12,505,000	-	-	610,000	11,895,000
12/23/03	12/23/18	-	5,000,000	5,000,000	-	-	-	5,000,000
		2.10% until 12/1/14, Subsequent Change in Interest Mode						
1/26/12	12/1/41		20,593,095	-	20,593,095	143,723	-	20,736,818
				<u>\$ 38,975,000</u>	<u>\$ 20,593,095</u>	<u>\$ 143,723</u>	<u>\$ 22,080,000</u>	<u>\$ 37,631,818</u>

1999 Certificates of Participation

On September 16, 1999, the District issued certificates of participation in the amount of \$27,000,000 with variable interest rate (weekly). The certificates mature through September 1, 2029. There was no principal balance outstanding at June 30, 2012.

2004 Certificates of Participation, Series A, B and C

On August 27, 2004, the District, pursuant to a lease agreement with the Anaheim Union High School District Facilities Corporation, issued certificates of participation in the amount of \$15,000,000. The certificates were issued to finance the acquisition and improvements of school facilities, fund a reserve fund for the certificates, and pay costs of issuance incurred in connection with the execution and delivery of the certificates. The interest rate of the certificates ranges from 4.00 to 5.13 percent, and the certificates mature through September 1, 2024. At June 30, 2012, principal balance outstanding was \$11,895,000 and unamortized discount and issuance costs were \$29,049 and \$177,293, respectively.

The certificates mature through 2025 as follows:

Fiscal Year June 30,	Principal	Interest	Total
2013	\$ 640,000	\$ 523,358	\$ 1,163,358
2014	670,000	491,093	1,161,093
2015	700,000	456,663	1,156,663
2016	735,000	420,030	1,155,030
2017	855,000	384,078	1,239,078
2018-2022	4,845,000	1,343,906	6,188,906
2023-2025	3,450,000	246,825	3,696,825
Total	<u>\$ 11,895,000</u>	<u>\$ 3,865,953</u>	<u>\$ 15,760,953</u>

ANAHEIM UNION HIGH SCHOOL DISTRICT

NOTES TO FINANCIAL STATEMENTS JUNE 30, 2012

2003 Qualified Zone Academy Bond Certificates of Participation

On December 23, 2003, the District issued \$5,000,000 aggregate principal amount of Qualified Zone Academy Bond Program (QZAB) certificates of participation. The QZAB certificates represent interest free financing for the District. Owners of the QZAB certificates receive a Federal tax credit in lieu of charging the District interest on the certificates. The certificates mature on December 23, 2018. The District received net proceeds of \$4,941,850 (after payment of \$58,150 in underwriter fees, insurance, and other issuance costs). At June 30, 2012, the principal balance outstanding was \$5,000,000 and unamortized issuance costs were \$25,196. The issuance costs are amortized over the life of the bonds as a component of interest expense on the bonds.

2012 Refunding Certificates of Participation

On January 26, 2012, the Anaheim Union High School District Facilities Corporation issued the \$20,593,095 2012 Refunding Certificates of Participation. The certificates accrete at the rate of 2.01 percent until December 1, 2014 to the amount of \$21,800,000. Subsequently, the District will make scheduled payments until December 1, 2041, paying the current market interest rates based on the interest method selected by the District at that time. The net proceeds of \$17,702,056 from the issuance (issuance of \$21,593,095 net of deposited amount to reserve fund of \$2,059,310 and costs incurred on issuance of \$831,730) were used to current refund the District's outstanding 1999 Certificates of Participation, with the prepayment occurring March 1, 2012. Contributions from the 1999 Certificates of Participation interest and reserve funds resulted in additional funds of \$3,105,735 placed with an escrow agent to satisfy prepayment of the remaining balance of the 1999 Certificates of Participation. At June 30, 2012, the principal balance outstanding on the 2012 Refunding Certificates of Participation was \$20,736,818. Unamortized costs on issuance of the bonds amounted to \$693,353 as of June 30, 2012.

The certificates mature through 2041 as follows:

Fiscal Year June 30,	Principal			Total
	Including Accreted Interest to Date	Accreted Interest	Interest*	
2013	\$ -	\$ -	\$ -	\$ -
2014	-	-	-	-
2015	-	-	228,900	228,900
2016	-	-	457,800	457,800
2017	142,684	7,316	456,225	606,225
2018-2022	1,198,550	61,450	2,215,080	3,475,080
2023-2027	2,244,903	115,097	2,027,970	4,387,970
2028-2032	3,643,212	186,788	1,706,565	5,536,565
2033-2037	5,536,160	283,840	1,204,350	7,024,350
2038-2041	7,971,309	408,691	463,470	8,843,470
Total	\$ 20,736,818	\$ 1,063,182	\$ 8,760,360	\$ 30,560,360

* Interest is calculated based on the District's selection made after December 1, 2014. The interest noted for the above schedule was based on the interest rate of 2.01 percent, which is the current accretion rate.

ANAHEIM UNION HIGH SCHOOL DISTRICT

NOTES TO FINANCIAL STATEMENTS JUNE 30, 2012

Cumulative Rebate Liability

The District has calculated the cumulative rebate liability for the 1999 certificates of participation to be \$-0- at June 30, 2012.

Property and Liability

The District has a property and liability program balance of \$410,000 at June 30, 2012.

Accumulated Unpaid Employee Vacation

Accumulated unpaid employee vacation for the District at June 30, 2012, amounted to \$1,359,062.

Supplemental Early Retirement Plan (SERP)

During the 2010-2011 fiscal year, the District adopted a supplemental early retirement plan whereby certain eligible certificated employees are provided an annuity to supplement the retirement benefits they are entitled to through the California State Teachers' Retirement System. The criteria for participation are as follows; full-time certificated and classified employees of the District, at least 55 years of age by the date of retirement, with at least five years of continuous service with the District by date of retirement. The annuities offered to the employees are to be paid over a five-year period. The annuities, which were purchased for 41 employees who retired by June 30, 2012, were purchased from the Public Agency Retirement Services.

Future annuity payments are as follows:

Year Ending June 30,	Amount
2012	\$ 376,136
2013	376,136
2014	376,136
Total	<u>\$ 1,128,408</u>

Other Postemployment Benefits (OPEB) Obligation

The District's annual required contribution for the year-ended June 30, 2012, was \$4,888,457, and contributions made by the District during the year were \$2,058,665. Interest on the net OPEB obligation and adjustments to the annual required contribution were \$355,994 and (\$394,172), respectively, which resulted in an increase to the net OPEB obligation of \$2,791,614. As of June 30, 2012, the net OPEB obligation was \$10,675,056. See Note 10 for additional information regarding the OPEB obligation and the postemployment benefits plan.

ANAHEIM UNION HIGH SCHOOL DISTRICT

NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2012

NOTE 9 - FUND BALANCES

Fund balances are composed of the following elements:

	General Fund	Capital Facilities Fund	Non-Major Governmental Funds	Total
Nonspendable				
Revolving cash	\$ 155,000	\$ -	\$ -	\$ 155,000
Stores inventories	392,475	-	108,483	500,958
Prepaid expenditures	407,972	-	-	407,972
Total Nonspendable	<u>955,447</u>	<u>-</u>	<u>108,483</u>	<u>1,063,930</u>
Restricted				
Legally restricted programs	14,857,678	-	-	14,857,678
Nutrition services	-	-	8,235,038	8,235,038
Capital projects	-	22,512,407	460,418	22,972,825
Debt services	-	-	6,691,323	6,691,323
Total Restricted	<u>14,857,678</u>	<u>22,512,407</u>	<u>15,386,779</u>	<u>52,756,864</u>
Assigned				
Site carryover	726,841	-	-	726,841
Mandated cost reimbursement	2,125,880	-	-	2,125,880
Deferred maintenance	2,876,972	-	-	2,876,972
Attendance software	600,000	-	-	600,000
Anaheim High School Pool	277	-	-	277
Capital projects	-	-	4,852,089	4,852,089
Total Assigned	<u>6,329,970</u>	<u>-</u>	<u>4,852,089</u>	<u>11,182,059</u>
Unassigned				
Reserve for economic uncertainties	5,780,309	-	-	5,780,309
Remaining unassigned	6,140,337	-	-	6,140,337
Total Unassigned	<u>11,920,646</u>	<u>-</u>	<u>-</u>	<u>11,920,646</u>
Total	<u>\$ 34,063,741</u>	<u>\$ 22,512,407</u>	<u>\$ 20,347,351</u>	<u>\$ 76,923,499</u>

ANAHEIM UNION HIGH SCHOOL DISTRICT

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2012

NOTE 10 - POSTEMPLOYMENT HEALTH CARE PLAN AND OTHER POSTEMPLOYMENT BENEFITS (OPEB) OBLIGATION

Plan Description

The Postemployment Benefit District Plan (the Plan) is a single-employer defined benefit healthcare plan administered by the Anaheim Union High School District. The Plan provides medical and dental insurance benefits to eligible retirees and their spouses. The Plan also provides vision benefits for six retirees and their spouses. Membership of the Plan consists of 483 retirees and beneficiaries currently receiving benefits, and 2,453 active Plan members.

Contribution Information

The contribution requirements of Plan members and the District are established and may be amended by the District and the Anaheim Secondary Teachers Association (ASTA), the local California School Employees Association (CSEA), Anaheim Personnel and Guidance Association (APGA), American Federal of State, County and Municipal Employees (AFSCME), and unrepresented groups. The required contribution is based on projected pay-as-you-go financing requirements. No additional amount to prefund benefits has been determined through the agreements between the District, CEA, CSEA, APGA, AFSCME, and the unrepresented groups. For fiscal year 2011-2012, the District contributed \$2,058,665 to the Plan, all of which was used for current premiums.

Annual OPEB Cost and Net OPEB Obligation

The District's annual OPEB cost (expense) is calculated based on the annual required contribution of the employer (ARC), an amount actuarially determined in accordance with the parameters of GASB Statement No. 45. The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover normal cost each year and amortize any unfunded actuarial accrued liabilities (UAAL) (or funding excess) over a period not to exceed 30 years. The following table shows the components of the District's annual OPEB cost for the year, the amount actually contributed to the Plan, and changes in the District's net OPEB obligation to the Plan:

Annual required contribution	\$ 4,888,457
Interest on net OPEB obligation	355,994
Adjustment to annual required contribution	(394,172)
Annual OPEB cost (expense)	<u>4,850,279</u>
Contributions made	<u>(2,058,665)</u>
Increase in net OPEB obligation	2,791,614
Net OPEB obligation, beginning of year	<u>7,883,442</u>
Net OPEB obligation, end of year	<u><u>\$ 10,675,056</u></u>

ANAHEIM UNION HIGH SCHOOL DISTRICT

**NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2012**

Trend Information

Trend information for annual OPEB cost, the percentage of annual OPEB cost contributed to the Plan, and the net OPEB obligation is as follows:

Year Ended June 30,	Annual OPEB Cost	Actual Employer Contribution	Percentage Contributed	Net OPEB Obligation
2010	\$ 4,025,104	\$ 2,285,429	57%	\$ 5,472,504
2011	4,784,310	2,373,372	50%	7,883,442
2012	4,850,279	2,058,665	42%	10,675,056

Funded Status and Funding Progress

A schedule of funding progress as of the most recent actuarial valuation is as follows:

Actuarial Valuation Date	Actuarial Value of Assets (a)	Actuarial Accrued Liability (AAL) - Projected Unit Credit (b)	Unfunded AAL (UAAL) (b - a)	Funded Ratio (a / b)	Covered Payroll (c)	UAAL as a Percentage of Covered Payroll ([b - a] / c)
July 1, 2010	\$ -	\$ 42,269,472	\$ 42,269,472	0%	\$ 185,233,689	23%

Actuarial valuations of an ongoing plan involve estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment, investment returns, mortality, and the healthcare cost trend. Amounts determined regarding the funded status of the Plan and the annual required contributions of the employer are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future. The schedule of funding progress, presented as required supplementary information following the notes to the financial statements, presents multiyear trend information about whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liabilities for benefits. Since this is the first year of implementation, only the current year information is presented.

Actuarial Methods and Assumptions

Projections of benefits for financial reporting purposes are based on the substantive plan (the plan as understood by the employer and the plan members) and include the types of benefits provided at the time of each valuation and the historical pattern of sharing of benefit costs between the employer and plan members to that point. The actuarial methods and assumptions used include techniques that are designed to reduce the effects of short-term volatility in actuarial accrued liabilities and the actuarial value of assets, consistent with the long-term perspective of the calculations.

ANAHEIM UNION HIGH SCHOOL DISTRICT

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2012

In the July 1, 2010, actuarial valuation, the projected unit credit method was used. Currently, the District does not set aside assets in an irrevocable employee benefit trust. The actuarial assumptions included a five percent discount rate based on employer assets that are not restricted for other purposes and are expected to be used to finance benefits payments. Healthcare cost trend rates ranged from an initial eight percent to an ultimate rate of five percent. The cost trend rate used for the Dental and Vision programs was four percent. The UAAL is being amortized at a level dollar open period method. The remaining amortization period at June 30, 2012, was 26 years.

NOTE 11 - RISK MANAGEMENT – CLAIMS

Description

The Anaheim Union High School District's risk management activities are recorded in the General, Health and Welfare, and the Workers' Compensation Funds. The purpose of the Self-Insurance Funds is to administer retiree and employee medical, dental, vision, and workers' compensation programs of the Anaheim Union High School District on a cost-reimbursement basis. These funds account for the risk financing activities of the Anaheim Union High School District, but do not constitute a transfer of risk for the Anaheim Union High School District. As of 1997-1998, the District has purchased an insurance policy for workers' compensation and is fully insured. Unpaid claims liability relate to the period prior to 1997-1998.

The District participates in the Southern California Regional Liability Excess Fund for property and liability coverage. Excess property and liability coverage is obtained through Schools Excess Liability Fund. Refer to Note 14 for additional information regarding the JPA's.

Claims Liabilities

Claims liabilities are based on estimates of the ultimate cost of reported claims (including future claim adjustment expenses) and an estimate for claims incurred, but not reported based on historical experience.

ANAHEIM UNION HIGH SCHOOL DISTRICT

**NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2012**

Unpaid Claims Liabilities

The fund establishes a liability for both reported and unreported events, which includes estimates of both future payments of losses and related claim adjustment expenses. The following represent the changes in approximate aggregate liabilities for the District from July 1, 2010 to June 30, 2012 (in thousands):

	Workers' Compensation	Health and Welfare	Total
Liability Balance, July 1, 2010	\$ 485	\$ 3,531	\$ 4,016
Claims and changes in estimates	135	28,038	28,173
Claims payments	(70)	(27,587)	(27,657)
Liability Balance, June 30, 2011	550	3,982	4,532
Claims and changes in estimates	(103)	26,557	26,454
Claims payments	(70)	(26,859)	(26,929)
Liability Balance, June 30, 2012	<u>\$ 377</u>	<u>\$ 3,680</u>	<u>\$ 4,057</u>
Assets available to pay claims at June 30, 2012	<u>\$ 1,620</u>	<u>\$ 23,745</u>	<u>\$ 25,365</u>

NOTE 12 - EMPLOYEE RETIREMENT SYSTEMS

Qualified employees are covered under multiple-employer retirement plans maintained by agencies of the State of California. Certificated employees are members of the California State Teachers' Retirement System (CalSTRS) and classified employees are members of the California Public Employees' Retirement System (CalPERS).

CalSTRS

Plan Description

The District contributes to CalSTRS, a cost-sharing multiple-employer public employee retirement system defined benefit pension plan administered by CalSTRS. The plan provides retirement and disability benefits, annual cost-of-living adjustments, and survivor benefits to beneficiaries. Benefit provisions are established by State statutes, as legislatively amended, within the State Teachers' Retirement Law. CalSTRS issues a separate comprehensive annual financial report that includes financial statements and required supplementary information. Copies of the CalSTRS annual financial report may be obtained from CalSTRS, 7919 Folsom Blvd., Sacramento, California 95826.

Funding Policy

Active plan members are required to contribute 8.0 percent of their salary and the District is required to contribute an actuarially determined rate. The actuarial methods and assumptions used for determining the rate are those adopted by CalSTRS Teachers' Retirement Board. The required employer contribution rate for fiscal year 2011-2011 was 8.25 percent of annual payroll. The contribution requirements of the plan members are established by State statute. The District's contributions to CalSTRS for the fiscal years ending June 30, 2012, 2011, and 2010, were \$11,108,199, \$10,893,422, and \$11,386,954, respectively, and equal 100 percent of the required contributions for each year.

ANAHEIM UNION HIGH SCHOOL DISTRICT

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2012

CalPERS

Plan Description

The District contributes to the School Employer Pool under CalPERS, a cost-sharing multiple-employer public employee retirement system defined benefit pension plan administered by CalPERS. The plan provides retirement and disability benefits, annual cost-of-living adjustments, and survivor benefits to plan members and beneficiaries. Benefit provisions are established by State statutes, as legislatively amended, within the Public Employees' Retirement Laws. CalPERS issues a separate comprehensive annual financial report that includes financial statements and required supplementary information. Copies of the CalPERS' annual financial report may be obtained from the CalPERS Executive Office, 400 P Street, Sacramento, California 95811.

Funding Policy

Active plan members are required to contribute 7.0 percent of their salary and the District is required to contribute an actuarially determined rate. The actuarial methods and assumptions used for determining the rate are those adopted by the CalPERS Board of Administration. The required employer contribution rate for fiscal year 2011-2011 was 10.923 percent of covered payroll. The contribution requirements of the plan members are established by State statute. The District's contributions to CalPERS for the fiscal years ending June 30, 2012, 2011, and 2010, were \$5,525,821, \$5,224,682, and \$4,998,611, respectively.

Social Security

As established by Federal law, all public sector employees who are not members of their employer's existing retirement system (CalSTRS or CalPERS) must be covered by social security or an alternative plan. The District has elected to use Social Security as its alternative plan. The District contributes 6.2 percent of an employee's gross earnings. An employee is required to contribute 6.2 percent of his or her gross earnings to the pension plan.

On Behalf Payments

The State of California makes contributions to CalSTRS on behalf of the District. These payments consist of State General Fund contributions to CalSTRS in the amount of \$6,700,494 (4.855 percent of annual payroll). Contributions are no longer appropriated in the annual *Budget Act* for the legislatively mandated benefits to CalPERS. Therefore, there is no on behalf contribution rate for CalPERS. Under accounting principles generally accepted in the United States of America, these amounts are to be reported as revenues and expenditures. Accordingly, these amounts have been recorded in these financial statements. On behalf payments have been excluded from the calculation of available reserves, and have not been included in the budgeted amounts reported in the *General Fund - Budgetary Comparison Schedule*.

ANAHEIM UNION HIGH SCHOOL DISTRICT

**NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2012**

NOTE 13 - COMMITMENTS AND CONTINGENCIES

As of June 30, 2012, the District had the following commitments with respect to the unfinished capital projects.

<u>Capital Projects</u>	<u>Remaining Construction Commitment</u>	<u>Expected Date of Completion</u>
Savanna Roofing Project	\$ 244,704	July 2012
Savanna Paving Rehabilitation	208,768	August 2012
Katella Shade Structure Installation	97,111	August 2012
Cypress and Walker Freezer Upgrades	201,867	August 2012
Magnolia Exterior Paint	126,000	August 2012
Magnolia Drainage Landscape Improvements	1,427,100	November 2012
Orangeview HVAC Modernization	1,365,000	November 2012
Western Tennis and Basketball Court Project	1,235,000	November 2012
	<u>\$ 4,905,550</u>	

Grants

The District received financial assistance from Federal and State agencies in the form of grants. The disbursement of funds received under these programs generally requires compliance with terms and conditions specified in the grant agreements and are subject to audit by the grantor agencies. Any disallowed claims resulting from such audits could become a liability of the General Fund or other applicable funds. However, in the opinion of management, any such disallowed claims will not have a material adverse effect on the overall financial position of the District at June 30, 2012.

Litigation

The District is involved in various litigation arising from the normal course of business. In the opinion of management and legal counsel, the disposition of all litigation pending is not expected to have a material adverse effect on the overall financial position of the District at June 30, 2012.

NOTE 14 - PARTICIPATION IN JOINT POWERS AGENCIES AND PUBLIC ENTITY RISK POOLS

The District is a member of the North Orange County Regional Occupational Program (NOCROP) and the Schools Excess Liability Fund (SELF), and California State Association of Counties Excess Liability Authority (CSAC) public entity risk pools. The District pays an annual premium to each entity for its health and property/liability coverage, and education services. The relationships between the District and the pools are such that they are not component units of the District for financial reporting purposes.

ANAHEIM UNION HIGH SCHOOL DISTRICT

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2012

These entities have budgeting and financial reporting requirements independent of member units and their financial statements are not presented in these financial statements; however, fund transactions between the entities and the District are included in these statements. Audited financial statements are available from the respective entities.

The District has appointed one board member to the governing board of NOCROP, SELF, and CSAC.

During the year-ended June 30, 2012, the District made payments of \$10,503,407, \$112,249 and \$451,097 to NOCROP, GASELPA, SELF, and CSAC, respectively, for services rendered and pass-through funds.

NOTE 15 - FISCAL ISSUES RELATING TO BUDGET REDUCTIONS

The State of California continues to suffer the effects of a recessionary economy. California school districts are reliant on the State of California to appropriate the funding necessary to continue the level of educational services expected by the State constituency. With the implementation of education trailer bill Senate Bill 70 (Chapter 7, Statutes of 2011), 39 percent of current year funding has now been deferred to a subsequent period, creating significant cash flow management issues for districts in addition to requiring substantial budget reductions, ultimately impacting the ability of California school districts to meet their goals for educational services.

NOTE 16 - SUBSEQUENT EVENT

On October 11, 2012, the District issued \$21,225,000 of 2012 General Obligation Refunding Bonds. The current interest bonds mature on August 1, 2027, with interest yields of 2.50 to 5.00 percent. Proceeds from the bonds will be used to refund a portion of the District's outstanding 2003 General Obligation Bonds and pay costs associated with the issuance of the bonds.

REQUIRED SUPPLEMENTARY INFORMATION

ANAHEIM UNION HIGH SCHOOL DISTRICT

GENERAL FUND
BUDGETARY COMPARISON SCHEDULE
FOR THE YEAR-ENDED JUNE 30, 2012

	Budgeted Amounts		Actual (GAAP Basis)	Variances -
	Original	Final		Positive
				(Negative)
			Final	
			to Actual	
REVENUES				
Revenue limit sources	\$ 195,178,979	\$ 192,552,822	\$ 192,547,822	\$ (5,000)
Federal sources	23,993,300	25,921,446	24,152,012	(1,769,434)
Other State sources	60,668,096	63,634,050	70,379,956	6,745,906
Other local sources	3,971,142	3,691,906	3,262,506	(429,400)
Total Revenues ¹	283,811,517	285,800,224	290,342,296	4,542,072
EXPENDITURES				
Current				
Certificated salaries	137,719,055	136,281,923	136,716,059	(434,136)
Classified salaries	44,933,037	45,110,863	45,109,565	1,298
Employee benefits	70,229,586	68,974,513	75,400,672	(6,426,159)
Books and supplies	19,454,293	9,344,768	7,050,234	2,294,534
Services and operating expenditures	22,136,338	19,773,394	19,196,901	576,493
Capital Outlay	293,475	951,038	915,219	35,819
Other outgo	11,292,014	12,538,893	11,838,891	700,002
Total Expenditures ¹	306,057,798	292,975,392	296,227,541	(3,252,149)
Excess (Deficiency) of Revenues Over Expenditures	(22,246,281)	(7,175,168)	(5,885,245)	1,289,923
OTHER FINANCING SOURCES (USES)				
Transfers out	-	-	(700,000)	(700,000)
NET CHANGE IN FUND BALANCE	(22,246,281)	(7,175,168)	(6,585,245)	589,923
Fund Balance - Beginning	40,648,986	40,648,986	40,648,986	-
Fund Balance - Ending	\$ 18,402,705	\$ 33,473,818	\$ 34,063,741	\$ 589,923

¹ On behalf payments of \$6,700,494 are included in the actual revenues and expenditures, but have not been included in the budgeted amounts, as they are not required to be budgeted.

ANAHEIM UNION HIGH SCHOOL DISTRICT

**SCHEDULE OF OTHER POSTEMPLOYMENT BENEFITS (OPEB)
FUNDING PROGRESS
FOR THE YEAR-ENDED JUNE 30, 2012**

Actuarial Valuation Date	Actuarial Value of Assets (a)	Actuarial Liability (AAL) - Projected Unit Credit (b)	Unfunded AAL (UAAL) (b - a)	Funded Ratio (a / b)	Covered Payroll (c)	UAAL as a Percentage of Covered Payroll ((b - a) / c)
July 1, 2008	\$ -	\$ 34,666,336	\$ 34,666,336	0%	\$ 189,507,993	18%
July 1, 2010	-	42,269,472	42,269,472	0%	185,233,689	23%

SUPPLEMENTARY INFORMATION

ANAHEIM UNION HIGH SCHOOL DISTRICT

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR-ENDED JUNE 30, 2012

Federal Grantor/Pass-Through Grantor/Program	CFDA Number	Pass-Through Entity Identifying Number	Program Expenditures
U.S. DEPARTMENT OF EDUCATION			
Fund for the Improvement of Education	84.215F	[1]	\$ 456,709
Passed through California Department of Education (CDE):			
Educational Technology State Grants Cluster:			
Title II - Part D, Enhancing Education Through Technology Formula Grant	84.318	14334	20,956
ARRA Title II - Part D, Enhancing Education Through Technology Formula Grant	84.386	15019	72,868
Total Educational Technology State Grants Cluster			<u>93,824</u>
Title I - Part A, Grants to Local Educational Agencies	84.010	14329	5,877,762
Title I - Part A, Program Improvement LEA Corrective Action	84.010	14955	855,353
Title I - Part G, Advanced Placement Test Fee Program	84.330	14831	106,435
Title II - Part A, Improving Teacher Quality	84.367	14341	1,194,605
Title II - Part B, CA Mathematics and Science Partnerships	84.366	14512	65,394
Title III - Limited English Proficiency	84.365	14346	658,548
Title X - McKinney-Vento Homeless Assistance Grant	84.196	14332	26,073
Education Jobs Fund	84.410	25152	7,232,934
Carl D. Perkins Vocational and Technical Education:			
Vocational and Applied Technology - Secondary	84.048	14894	457,203
Special Education (IDEA) Cluster:			
Basic Local Assistance Entitlement, Part B, Section 611	84.027	13379	5,524,582
IDEA Mental Health Allocation Plan, Part B, Section 611	84.027A	14468	118,553
Total Special Education (IDEA) Cluster			<u>5,643,135</u>
Passed through California Department of Rehabilitation:			
Workability II, Transition Partnership	84.158	10006	29,059
Total U.S. Department of Education			<u>22,697,034</u>
U.S. DEPARTMENT OF AGRICULTURE			
Passed through CDE:			
Child Nutrition Cluster:			
National School Lunch Program	10.555	13391	13,517,907
Especially Needy Breakfast	10.553	13390	3,441,768
Meal Supplements	10.556	13392	391,374
Food Distribution	10.555	13391	1,122,039
Total Child Nutrition Cluster			<u>18,473,088</u>
Total U.S. Department of Agriculture			<u>18,473,088</u>

[1] - Direct Award

See accompanying note to supplementary information.

ANAHEIM UNION HIGH SCHOOL DISTRICT

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS (CONTINUED)
FOR THE YEAR-ENDED JUNE 30, 2012**

Federal Grantor/Pass-Through Grantor/Program	CFDA Number	Pass-Through Entity Identifying Number	Program Expenditures
DEPARTMENT OF HEALTH AND HUMAN SERVICES			
Passed through the California Department of Health and Human Services:			
Medi-Cal Administrative Activities	93.778	10060	\$ 351,855
LEA Medi-Cal Billing Option	93.778	10013	<u>522,015</u>
Total U.S. Department of Health and Human Services			<u>873,870</u>
DEPARTMENT OF DEFENSE			
Passed through the Orange County Department of Education:			
Junior Reserve Officers Training Corps - Army	12.000	[2]	<u>511,611</u>
Total U.S. Department of Defense			<u>511,611</u>
Total Expenditures of Federal Awards			<u>\$ 42,555,603</u>

[2] – Pass-Through Entity Identifying Number not available

See accompanying note to supplementary information.

ANAHEIM UNION HIGH SCHOOL DISTRICT

LOCAL EDUCATION AGENCY ORGANIZATION STRUCTURE

JUNE 30, 2012

ORGANIZATION

The Anaheim Union High School District was established in 1898, and consists of an area comprising approximately 46 square miles. The District operates eight high schools, one continuation high school, eight junior high schools, one 7-12 academy, one special education facility, a community day school, and an independent study program. There were no boundary changes during the year.

GOVERNING BOARD

<u>MEMBER</u>	<u>OFFICE</u>	<u>TERM EXPIRES</u>
Anna L. Piercy	President	2014
Brian O' Neal	Clerk	2012
Anne Marie Randle-Trejo	Assistant Clerk	2012
Jordan Brandman	Member	2014
Katherine H. Smith	Member	2012

ADMINISTRATION

Elizabeth I. Novack, Ph.D.	Superintendent
Dianne Poore	Assistant Superintendent, Business Services
Paul Sevillano, Ed.D.	Assistant Superintendent, Educational Services
Russell Lee-Sung	Assistant Superintendent, Human Resources

See accompanying note to supplementary information.

ANAHEIM UNION HIGH SCHOOL DISTRICT

SCHEDULE OF AVERAGE DAILY ATTENDANCE
FOR THE YEAR-ENDED JUNE 30, 2012

	Final Report	
	Second Period Report	Annual Report
ELEMENTARY		
Seventh and eighth	9,746	9,716
Home and hospital	3	2
Special education	376	377
Community day	16	21
Total Elementary	10,141	10,116
SECONDARY		
Regular classes	19,236	19,071
Continuation education	521	521
Home and hospital	10	10
Special education	1,090	1,080
Community day	53	54
Total Secondary	20,910	20,736
Total K-12	31,051	30,852

See accompanying note to supplementary information.

ANAHEIM UNION HIGH SCHOOL DISTRICT

SCHEDULE OF INSTRUCTIONAL TIME
FOR THE YEAR-ENDED JUNE 30, 2012

Grade Level	1982-83	Reduced	1986-87	Reduced	2011-12	Number of Days		Status
	Actual	Actual	Minutes	Minutes		Traditional	Multitrack	
	Minutes	Minutes	Requirement	Requirement	Minutes	Calendar	Calendar	
Grades 7 - 8	61,182	57,103	54,000	50,400				
Grade 7					60,338	179	-	Complied
Grade 8					60,338	179	-	Complied
Grades 9 - 12	59,708	55,727	64,800	60,480				
Grade 9					64,441	179	-	Complied
Grade 10					64,441	179	-	Complied
Grade 11					64,441	179	-	Complied
Grade 12					64,441	179	-	Complied

See accompanying note to supplementary information.

ANAHEIM UNION HIGH SCHOOL DISTRICT

**RECONCILIATION OF ANNUAL FINANCIAL AND BUDGET REPORT WITH
AUDITED FINANCIAL STATEMENTS
FOR THE YEAR-ENDED JUNE 30, 2012**

There were no adjustments to the Unaudited Actual Financial Report, which required reconciliation to the audited financial statements at June 30, 2012.

See accompanying note to supplementary information.

ANAHEIM UNION HIGH SCHOOL DISTRICT

SCHEDULE OF FINANCIAL TRENDS AND ANALYSIS
FOR THE YEAR-ENDED JUNE 30, 2012

	(Budget) 2013 ¹	2012	2011	2010
GENERAL FUND				
Revenues	\$ 271,364,678	\$ 290,342,296	\$ 300,942,450	\$ 307,945,319
Other sources and transfers in	-	-	271,879	2,584,880
Total Revenues and Other Sources	271,364,678	290,342,296	301,214,329	310,530,199
Expenditures	(292,942,481)	(296,227,541)	(302,322,722)	(301,709,309)
Other uses and transfers out	-	(700,000)	(700,000)	(1,159,994)
Total Expenditures and Other Uses	(292,942,481)	(296,927,541)	(303,022,722)	(302,869,303)
INCREASE (DECREASE) IN FUND BALANCE	\$ (21,577,803)	\$ (6,585,245)	\$ (1,808,393)	\$ 7,660,896
ENDING FUND BALANCE	\$ 12,485,938	\$ 34,063,741	\$ 40,648,986	\$ 42,457,379
AVAILABLE RESERVES ²	\$ 7,216,570	\$ 11,920,646	\$ 20,017,802	\$ 11,625,546
AVAILABLE RESERVES AS A PERCENTAGE OF TOTAL OUTGO ³	2.46%	4.11%	6.73%	3.91%
LONG-TERM OBLIGATIONS	N/A	\$ 168,638,299	\$ 172,708,799	\$ 173,457,573
K-12 AVERAGE DAILY ATTENDANCE AT P-2	30,585	31,051	31,532	31,404

The General Fund balance has decreased by \$8,393,638 over the past two years. The fiscal year 2012-2013 budget projects a decrease of \$21,577,803 (63 percent). For a district this size, the State recommends available reserves of at least two percent of total General Fund expenditures, transfers out, and other uses (total outgo).

The District has incurred operating deficit in two of the past three years and anticipates incurring an operating deficit during the 2012-2013 fiscal year. Total long-term obligations have decreased by \$4,819,274 over the past two years.

Average daily attendance has decreased by 353 over the past two years. Additional decline of 466 ADA is anticipated during fiscal year 2012-2013.

¹ Budget 2013 is included for analytical purposes only and has not been subjected to audit.

² Available reserves consist of all unassigned fund balances including all amounts reserved for economic uncertainties contained with the General Fund.

³ On behalf payments have been excluded from the calculation of available reserves for the fiscal years ending June 30, 2012, 2011, and 2010, respectively.

See accompanying note to supplementary information.

ANAHEIM UNION HIGH SCHOOL DISTRICT

NON-MAJOR GOVERNMENTAL FUNDS
 COMBINING BALANCE SHEET
 JUNE 30, 2012

	Cafeteria Fund	Deferred Maintenance Fund	County School Facilities Fund
ASSETS			
Deposits and investments	\$ 8,419,409	\$ -	\$ 492,704
Receivables	3,538,529	-	182
Stores inventories	108,483	-	-
Total Assets	\$ 12,066,421	\$ -	\$ 492,886
LIABILITIES AND FUND BALANCES			
Liabilities:			
Accounts payable	\$ 536,068	\$ -	\$ 32,468
Due to other funds	3,172,529	-	-
Deferred revenue	14,303	-	-
Total Liabilities	3,722,900	-	32,468
Fund Balances:			
Nonspendable	108,483	-	-
Restricted	8,235,038	-	460,418
Assigned	-	-	-
Total Fund Balances	8,343,521	-	460,418
Total Liabilities and Fund Balances	\$ 12,066,421	\$ -	\$ 492,886

See accompanying note to supplementary information.

Special Reserve Fund for Capital Outlay Projects	Bond Interest and Redemption Fund	Total Non-Major Governmental Funds
\$ 4,890,177	\$ 6,688,399	\$ 20,490,689
-	2,924	3,541,635
-	-	108,483
<u>\$ 4,890,177</u>	<u>\$ 6,691,323</u>	<u>\$ 24,140,807</u>
\$ 38,088	\$ -	\$ 606,624
-	-	3,172,529
-	-	14,303
<u>38,088</u>	<u>-</u>	<u>3,793,456</u>
-	-	108,483
-	6,691,323	15,386,779
4,852,089	-	4,852,089
<u>4,852,089</u>	<u>6,691,323</u>	<u>20,347,351</u>
<u>\$ 4,890,177</u>	<u>\$ 6,691,323</u>	<u>\$ 24,140,807</u>

ANAHEIM UNION HIGH SCHOOL DISTRICT

**NON-MAJOR GOVERNMENTAL FUNDS
COMBINING STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE YEAR-ENDED JUNE 30, 2012**

	<u>Cafeteria Fund</u>	<u>Deferred Maintenance Fund</u>	<u>County School Facilities Fund</u>
REVENUES			
Federal sources	\$ 18,473,088	\$ -	\$ -
Other State sources	1,503,577	-	-
Other local sources	3,517,093	1,918	240,381
Total Revenues	<u>23,493,758</u>	<u>1,918</u>	<u>240,381</u>
EXPENDITURES			
Current			
Pupil services:			
Food services	21,596,189	-	-
Plant services	295,083	927,457	-
Facility acquisition and construction	1,080,516	48,498	266,483
Debt service			
Principal	-	-	-
Interest and other	-	-	-
Total Expenditures	<u>22,971,788</u>	<u>975,955</u>	<u>266,483</u>
Excess (Deficiency) of Revenues			
Over Expenditures	<u>521,970</u>	<u>(974,037)</u>	<u>(26,102)</u>
OTHER FINANCING USES			
Transfers out	-	-	-
NET CHANGE IN FUND BALANCES	<u>521,970</u>	<u>(974,037)</u>	<u>(26,102)</u>
Fund Balances - Beginning	<u>7,821,551</u>	<u>974,037</u>	<u>486,520</u>
Fund Balances - Ending	<u>\$ 8,343,521</u>	<u>\$ -</u>	<u>\$ 460,418</u>

See accompanying note to supplementary information.

Special Reserve Fund for Capital Outlay Projects	Bond Interest and Redemption Fund	Total Non-Major Governmental Funds
\$ -	\$ -	\$ 18,473,088
-	78,966	1,582,543
511,963	8,742,024	13,013,379
<u>511,963</u>	<u>8,820,990</u>	<u>33,069,010</u>
-	-	21,596,189
-	-	1,222,540
36,614	-	1,432,111
-	3,800,000	3,800,000
-	5,066,581	5,066,581
<u>36,614</u>	<u>8,866,581</u>	<u>33,117,421</u>
475,349	(45,591)	(48,411)
<u>(1,163,173)</u>	<u>-</u>	<u>(1,163,173)</u>
(687,824)	(45,591)	(1,211,584)
5,539,913	6,736,914	21,558,935
<u>\$ 4,852,089</u>	<u>\$ 6,691,323</u>	<u>\$ 20,347,351</u>

ANAHEIM UNION HIGH SCHOOL DISTRICT

**GENERAL FUND SELECTED FINANCIAL INFORMATION
THREE-YEAR SUMMARY OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES
FOR THE YEAR-ENDED JUNE 30, 2012**

(Dollar amounts in thousands)

	Actual Results for the Years					
	2011-2012		2010-2011		2009-2010	
	Amount	Percent of Revenue	Amount	Percent of Revenue	Amount	Percent of Revenue
REVENUES						
Federal revenue	\$ 24,152	8.3	\$ 20,823	6.9	\$ 46,467	15.1
State and local revenue included in revenue limit	192,548	66.3	193,080	64.1	184,264	59.8
Other State revenue	70,380	24.3	82,639	27.5	72,902	23.7
Other local revenue	3,262	1.1	4,400	1.5	4,312	1.4
Total Revenues	<u>290,342</u>	<u>100.0</u>	<u>300,942</u>	<u>100.0</u>	<u>307,945</u>	<u>100.0</u>
EXPENDITURES						
Salaries and Benefits						
Certificated salaries	136,716	47.1	134,034	44.5	138,513	45.0
Classified salaries	45,110	15.5	43,674	14.5	45,402	14.7
Employee benefits	75,401	26.0	73,401	24.4	57,105	18.6
Total Salaries and Benefits	257,227	88.6	251,109	83.4	241,020	78.3
Books and supplies	7,050	2.4	7,505	2.5	8,157	2.6
Contracts and operating expenses	19,197	6.6	17,570	5.9	17,108	5.6
Capital outlay	915	0.3	417	0.1	439	0.1
Other outgoing	11,838	4.1	25,721	8.6	34,985	11.4
Total Expenditures	<u>296,227</u>	<u>102.0</u>	<u>302,322</u>	<u>100.5</u>	<u>301,709</u>	<u>98.0</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>(5,885)</u>	<u>(2.0)</u>	<u>(1,380)</u>	<u>(0.5)</u>	<u>6,236</u>	<u>2.0</u>
OTHER FINANCING SOURCES (USES)						
Transfers in	-	0.0	272	0.1	2,585	0.9
Transfers out	(700)	(0.3)	(700)	(0.2)	(1,160)	(0.4)
Total Other Financing Sources (Uses)	<u>(700)</u>	<u>(0.3)</u>	<u>(428)</u>	<u>(0.1)</u>	<u>1,425</u>	<u>0.5</u>
INCREASE (DECREASE) IN FUND BALANCE	<u>(6,585)</u>	<u>(2.3)</u>	<u>(1,808)</u>	<u>0.6</u>	<u>7,661</u>	<u>2.5</u>
FUND BALANCE, BEGINNING	40,649		42,457		34,796	
FUND BALANCE, ENDING	<u>\$ 34,064</u>		<u>\$ 40,649</u>		<u>\$ 42,457</u>	
ENDING FUND BALANCE TO TOTAL REVENUE		<u>11.7</u>		<u>13.5</u>		<u>13.8</u>

See accompanying note to supplementary information.

ANAHEIM UNION HIGH SCHOOL DISTRICT

**CAFETERIA ACCOUNT SELECTED FINANCIAL INFORMATION
THREE-YEAR SUMMARY OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCE
FOR THE YEAR-ENDED JUNE 30, 2012**

(Dollar amounts in thousands)

	Actual Results for the Years					
	2011-2012		2010-2011		2009-2010	
	Amount	Percent of Revenue	Amount	Percent of Revenue	Amount	Percent of Revenue
REVENUES						
Federal - NSLP	\$ 18,473	78.6	\$ 17,839	77.3	\$ 17,656	76.4
State meal program	1,504	6.4	1,466	6.4	1,405	6.1
Food sales	3,319	14.1	3,626	15.7	3,859	16.7
Other	198	0.9	138	0.6	185	0.8
Total Revenues	<u>23,494</u>	<u>100.0</u>	<u>23,069</u>	<u>100.0</u>	<u>23,105</u>	<u>100.0</u>
EXPENDITURES						
Salaries and employee benefits	10,984	46.8	10,594	45.9	10,600	45.9
Food	9,818	41.8	9,566	41.5	8,945	38.7
Other	2,170	9.2	1,401	6.1	1,864	8.1
Total Expenditures	<u>22,972</u>	<u>97.8</u>	<u>21,561</u>	<u>93.5</u>	<u>21,409</u>	<u>92.7</u>
INCREASE (DECREASE) IN FUND BALANCE						
	522	2.2	1,508	6.5	1,696	7.3
FUND BALANCE, BEGINNING	7,822	33.3	6,314	27.4	4,618	20.0
FUND BALANCE, ENDING	<u>\$ 8,344</u>		<u>\$ 7,822</u>		<u>\$ 6,314</u>	
ENDING FUND BALANCE TO TOTAL REVENUES		<u>35.5</u>		<u>33.9</u>		<u>27.3</u>

* * * * *

TYPE 'A' LUNCH/BREAKFAST PARTICIPATION

	2011-2012		2010-2011		2009-2010	
	Amount	Percent	Amount	Percent	Amount	Percent
TYPE 'A' LUNCHES						
Paid	506,230	9.4	567,212	10.5	650,165	11.6
Reduced price	754,093	13.9	709,520	13.2	939,312	16.7
Free	4,148,335	76.7	4,106,368	76.3	4,023,340	71.7
Total Lunches	<u>5,408,658</u>	<u>100.0</u>	<u>5,383,100</u>	<u>100.0</u>	<u>5,612,817</u>	<u>100.0</u>
BREAKFAST						
Paid	55,014	2.7	53,427	2.7	50,615	2.6
Reduced price	262,384	13.1	249,460	12.5	302,079	15.2
Free	1,685,188	84.2	1,686,032	84.8	1,629,253	82.2
Total Breakfast	<u>2,002,586</u>	<u>100.0</u>	<u>1,988,919</u>	<u>100.0</u>	<u>1,981,947</u>	<u>100.0</u>

See accompanying note to supplementary information.

ANAHEIM UNION HIGH SCHOOL DISTRICT

**NOTE TO SUPPLEMENTARY INFORMATION
JUNE 30, 2012**

NOTE 1 – PURPOSE OF SCHEDULES

Schedule of Expenditures of Federal Awards

The accompanying Schedule of Expenditures of Federal Awards includes the Federal grant activity of the District and is presented on the modified accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of the United States Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the financial statements.

The following schedule provides reconciliation between revenues reported on the Statement of Revenues, Expenditures, and Changes in Fund Balances and the related expenditures reported on the Schedule of Expenditures of Federal Awards. The reconciling amounts consist of Medi-Cal Billing Option funds have been recorded in the current period as revenues that have not been expended as of June 30, 2012. These unspent balances are reported as legally restricted ending balances within the General Fund.

	<u>CFDA Number</u>	<u>Amount</u>
Total Federal Revenues From the Statement of Revenues, Expenditures, and Changes in Fund Balances:		\$ 42,625,100
Medi-Cal Billing Option	93.778	<u>(69,497)</u>
Total Schedule of Expenditures of Federal Awards		<u>\$ 42,555,603</u>

Local Education Agency Organization Structure

This schedule provides information about the District's boundaries and schools operated, members of the governing board, and members of the administration.

Schedule of Average Daily Attendance (ADA)

Average daily attendance (ADA) is a measurement of the number of pupils attending classes of the District. The purpose of attendance accounting from a fiscal standpoint is to provide the basis on which apportionments of State funds are made to school districts. This schedule provides information regarding the attendance of students at various grade levels and in different programs.

Schedule of Instructional Time

The District has received incentive funding for increasing instructional time as provided by the Incentives for Longer Instructional Day. This schedule presents information on the amount of instructional time offered by the District and whether the District complied with the provisions of *Education Code* Sections 46200 through 46206.

Reconciliation of Annual Financial and Budget Report With Audited Financial Statements

This schedule provides the information necessary to reconcile the fund balance of all funds reported on the Unaudited Actual Financial Report to the audited financial statements.

ANAHEIM UNION HIGH SCHOOL DISTRICT

NOTE TO SUPPLEMENTARY INFORMATION JUNE 30, 2012

Schedule of Financial Trends and Analysis

This schedule discloses the District's financial trends by displaying past years' data along with current year budget information. These financial trend disclosures are used to evaluate the District's ability to continue as a going concern for a reasonable period of time.

Non-Major Governmental Funds - Balance Sheet and Statement of Revenues, Expenditures, and Changes in Fund Balances

The Non-Major Governmental Funds Combining Balance Sheet and Combining Statement of Revenues, Expenditures, and Changes in Fund Balances is included to provide information regarding the individual funds that have been included in the Non-Major Governmental Funds column on the Governmental Funds Balance Sheet and Statement of Revenues, Expenditures, and Changes in Fund Balances.

General Fund Selected Financial Information

This schedule provides a comparison of revenues and expenditures as a percentage of total revenue for the General Fund for the past three years.

Cafeteria Account Selected Financial Information

This schedule provides a comparison of revenues and expenditures as a percentage of total revenue for the Cafeteria Account for the past three years.

INDEPENDENT AUDITORS' REPORTS



**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN
ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

Governing Board
Anaheim Union High School District
Anaheim, California

We have audited the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Anaheim Union High School District as of and for the year ended June 30, 2012, which collectively comprise Anaheim Union High School District's basic financial statements and have issued our report thereon dated December 12, 2012. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

As discussed in the Notes to the basic financial statements, the State of California continues to suffer the effects of a recessionary economy, which directly impacts the funding requirements of the State of California to the K-12 educational community.

Internal Control Over Financial Reporting

Management of Anaheim Union High School District is responsible for establishing and maintaining effective internal control over financial reporting. In planning and performing our audit, we considered Anaheim Union High School District's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Anaheim Union High School District's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the Anaheim Union High School District's internal control over financial reporting.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. *A material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be deficiencies, significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined previously.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Anaheim Union High School District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

We noted certain matters that we reported to management of the Anaheim Union High School District in a separate letter dated December 12, 2012.

This report is intended solely for the information and use of the governing board, management, the California Department of Education, the State Controller's Office, Federal awarding agencies, and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Vavrinek, Irine, Day + Co., LLP
Rancho Cucamonga, California
December 12, 2012



**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE WITH
REQUIREMENTS THAT COULD HAVE A DIRECT AND MATERIAL
EFFECT ON EACH MAJOR PROGRAM AND ON INTERNAL CONTROL
OVER COMPLIANCE IN ACCORDANCE WITH OMB CIRCULAR A-133**

Governing Board
Anaheim Union High School District
Anaheim, California

Compliance

We have audited Anaheim Union High School District's compliance with the types of compliance requirements described in the U.S. Office of Management and Budget (OMB) *Circular A-133 Compliance Supplement* that could have a direct and material effect on each of Anaheim Union High School District's major Federal programs for the year ended June 30, 2012. Anaheim Union High School District's major Federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs. Compliance with the requirements of laws, regulations, contracts, and grants applicable to each of its major Federal programs is the responsibility of Anaheim Union High School District's management. Our responsibility is to express an opinion on Anaheim Union High School District's compliance based on our audit.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major Federal program occurred. An audit includes examining, on a test basis, evidence about Anaheim Union High School District's compliance with those requirements and performing such other procedures, as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination of Anaheim Union High School District's compliance with those requirements.

In our opinion, Anaheim Union High School District complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major Federal programs for the year ended June 30, 2012.

Internal Control Over Compliance

The management of Anaheim Union High School District is responsible for establishing and maintaining effective internal control over compliance with the requirements of laws, regulations, contracts, and grants applicable to Federal programs. In planning and performing our audit, we considered Anaheim Union High School District's internal control over compliance with the requirements that could have a direct and material effect on a major Federal program to determine the auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Anaheim Union High School District's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a Federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a Federal program will not be prevented, or detected and corrected, on a timely basis.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be deficiencies, significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above.

This report is intended solely for the information and use of the governing board, management, the California Department of Education, the State Controller's Office, Federal awarding agencies, and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Varrinck, Irine, Day + Co., LLP

Rancho Cucamonga, California
December 12, 2012



INDEPENDENT AUDITORS' REPORT ON STATE COMPLIANCE

Governing Board
 Anaheim Union High School District
 Anaheim, California

We have audited Anaheim Union High School District's compliance with the requirements as identified in the *Standards and Procedures for Audit of California K-12 Local Educational Agencies 2011-2012*, applicable to Anaheim Union High School District's government programs as noted below for the year ended June 30, 2012. Compliance with the requirements referred to above is the responsibility of Anaheim Union High School District's management. Our responsibility is to express an opinion on Anaheim Union High School District's compliance based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the *Standards and Procedures for Audits of California K-12 Local Educational Agencies 2011-2012*, require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the compliance requirements referred to above that could have a material effect on the applicable government programs noted below. An audit includes examining, on a test basis, evidence about Anaheim Union High School District's compliance with those requirements and performing such other procedures, as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinions. Our audit does not provide a legal determination of Anaheim Union High School District's compliance with those requirements.

In our opinion, Anaheim Union High School District complied, in all material respects, with the compliance requirements referred to above that are applicable to the government programs noted below that were audited for the year ended June 30, 2012.

In connection with the audit referred to above, we selected and tested transactions and records to determine the Anaheim Union High School District's compliance with the State laws and regulations applicable to the following items:

	<u>Procedures in Audit Guide</u>	<u>Procedures Performed</u>
Attendance Accounting:		
Attendance reporting	6	Yes
Teacher Certification and Misassignments	3	Yes
Kindergarten continuance	3	Not Applicable
Independent study	23	Yes
Continuation education	10	Yes

	<u>Procedures in Audit Guide</u>	<u>Procedures Performed</u>
Instructional Time:		
School districts	6	Yes
County offices of education	3	Not Applicable
Instructional Materials:		
General requirements	8	Yes
Ratios of Administrative Employees to Teachers	1	Yes
Classroom Teacher Salaries	1	Yes
Early Retirement Incentive	4	Not Applicable
Gann Limit Calculation	1	Yes
School Accountability Report Card	3	Yes
Public Hearing Requirement - Receipt of Funds	1	Yes
Juvenile Court Schools	8	Not Applicable
Exclusion of Pupils - Pertussis Immunization	2	Yes
Class Size Reduction Program (including in charter schools):		
General requirements	7	Not Applicable
Option one classes	3	Not Applicable
Option two classes	4	Not Applicable
Districts or charter schools with only one school serving K-3	4	Not Applicable
After School Education and Safety Program:		
General requirements	4	Yes
After school	5	Yes
Before school	6	Not Applicable
Charter Schools:		
Contemporaneous records of attendance	3	Not Applicable
Mode of instruction	1	Not Applicable
Non classroom-based instruction/independent study	15	Not Applicable
Determination of funding for non classroom-based instruction	3	Not Applicable
Annual instruction minutes classroom based	4	Not Applicable

This report is intended solely for the information and use of the governing board, management, the California Department of Education, the State Controller's Office, the California Department of Finance, Federal awarding agencies, and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Varinck, Irine, Day + Co., LLP

Rancho Cucamonga, California
December 12, 2012

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

ANAHEIM UNION HIGH SCHOOL DISTRICT

**SUMMARY OF AUDITORS' RESULTS
FOR THE YEAR-ENDED JUNE 30, 2012**

FINANCIAL STATEMENTS

Type of auditors' report issued:	<u>Unqualified</u>
Internal control over financial reporting:	
Material weakness identified?	<u>No</u>
Significant deficiency identified?	<u>None reported</u>
Noncompliance material to financial statements noted?	<u>No</u>

FEDERAL AWARDS

Internal control over major programs:	
Material weakness identified?	<u>No</u>
Significant deficiency identified?	<u>None reported</u>
Type of auditors' report issued on compliance for major programs:	<u>Unqualified</u>

Any audit findings disclosed that are required to be reported in accordance with Section .510(a) of OMB Circular A-133? No

Identification of major programs:

<u>CFDA Numbers</u>	<u>Name of Federal Program or Cluster</u>
<u>84.367</u>	<u>Title II - Part A - Improving Teacher Quality</u>
<u>84.410</u>	<u>Education Jobs Fund</u>
<u>84.027 and 84.027A</u>	<u>Special Education IDEA Cluster</u>

Dollar threshold used to distinguish between Type A and Type B programs: \$ 1,276,668
 Auditee qualified as low-risk auditee? Yes

STATE AWARDS

Type of auditors' report issued on compliance for State programs: Unqualified

ANAHEIM UNION HIGH SCHOOL DISTRICT

**FINANCIAL STATEMENT FINDINGS
FOR THE YEAR-ENDED JUNE 30, 2012**

None reported.

ANAHEIM UNION HIGH SCHOOL DISTRICT

**FEDERAL AWARDS FINDINGS AND QUESTIONED COSTS
FOR THE YEAR-ENDED JUNE 30, 2012**

None reported.

ANAHEIM UNION HIGH SCHOOL DISTRICT

**STATE AWARDS FINDINGS AND QUESTIONED COSTS
FOR THE YEAR-ENDED JUNE 30, 2012**

None reported.

ANAHEIM UNION HIGH SCHOOL DISTRICT

**SUMMARY SCHEDULE OF PRIOR YEAR AUDIT FINDINGS
FOR THE YEAR-ENDED JUNE 30, 2012**

There were no audit findings reported in the prior year's schedule of financial statement findings.



Governing Board
Anaheim Union High School District
Anaheim, California

In planning and performing our audit of the basic financial statements of Anaheim Union High School District for the year-ending June 30, 2012, we considered its internal control structure in order to determine our auditing procedures for the purpose of expressing our opinion on the basic financial statements and not to provide assurance on the internal control structure.

However, during our audit we noted matters that are opportunities for strengthening internal controls and operating efficiency. The following items represent conditions noted by our audit that we consider important enough to bring to your attention. This letter does not affect our report dated December 12, 2012, on the basic financial statements of the Anaheim Union High School District.

CAPITAL ASSETS - PHYSICAL INVENTORY COUNT

Observation

The District relies on physical counts to update its capital asset listing. However, the District has not performed a physical count in the past three fiscal years.

Recommendation

The District should establish a policy for performing a physical count of inventory. The District should perform annual physical asset counts to ensure that all assets included in the fixed asset listing exist and are not obsolete.

CAFETERIA CAPITAL ASSETS

Observation

For the current year, the Cafeteria Fund had \$1,080,516 recorded to the 8500 function or 6000 objects. However, it appears none of these expenditures were capitalized and reflected as additions in the District's fixed asset system.

Recommendation

The District should implement policies and procedures to ensure expenditures are properly recorded to the 8500 function and 6000 objects and reviewed during the year to determine if these expenditures should be capitalized. The District may consider requiring the cafeteria department to send invoices and supporting documentation to the District for expenditures recorded to the 8500 function and 6000 objects so the appropriate personnel are able to review and determine if items should be capitalized.

ASSOCIATED STUDENT BODY (ASB)

Ball Junior High School

Observations

During our review of associated student body procedures, the following issues were noted:

1. The student council minutes are not maintained.
2. The site does not utilize revenue potential forms.
3. The site does not maintain a count of items sold at the student store. In addition, a physical count of inventory is not taken nor is a perpetual log of inventory maintained.
4. Ticket sales recap form is not utilized.
5. A master ticket control log is not maintained.

Recommendations

1. The site should review the Fiscal Crisis and Management Assistance Team (FCMAT) ASB Accounting Manual regarding the items of information the minutes of the Student Council meetings should document. The FCMAT ASB Accounting Manual suggests that minutes be taken and filed which includes details of the meeting including budgeting procedures, fund raising discussions, and approval of expenditures. In addition, any motion which is presented and voted on must include the individual's name who presented the motion, the person who seconded it and the final vote on the motion.
2. Revenue potentials must be completed for each fundraiser. This includes the expected profit and loss section associated with the fundraisers. This will help identify any significant differences between anticipated profits and actual profits/ losses and possible potential misappropriation of ASB funds. Analysis of actual profit/ loss also allows the site to continue those fundraisers which generate profit and modify or eliminate those which generate losses.
3. A form of receipting should be used at the student store to mitigate any discrepancies that may occur. The student store can issue physical receipts for items purchased or generate a tally sheet of all items sold at the student store to tally total sales of items as they are being sold. In addition, a daily sales recap should be prepared where the items sold are reconciled to the cash collected. To further strengthen student store controls, inventory should be reconciled where daily sales recap sheets and physical inventory counts of goods are compared to ensure all merchandise has been accounted for. At minimum, physical counts of inventory should be taken annually. It is encouraged that sites quarterly perform physical counts. In addition, to prevent the loss or the misappropriation of assets, the site should reconcile the physical inventory count to a perpetual inventory of items available for sale. A perpetual inventory tracks beginning inventory, purchases and other additions to inventory and total number of items sold based on daily sales and receipts. The site should also establish a procedure to investigate any significant differences noted between the actual physical inventory counts and the perpetual inventory count. This information is necessary to analyze sales activity and applicable profit or loss and to determine if merchandise has been lost or stolen.
4. A ticket sales recap form serves the purpose of calculating, based on the number of tickets sold out of the roll and the price per ticket, the amount of cash that should have been collected. The recap should be reconciled to the cash deposit forwarded to the bookkeeper. This procedure documents overages and shortages of cash and informs site personnel about potential problems in cash collections.

Governing Board
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5. A master ticket log should be maintained, which notes the type of ticket, color, and beginning and ending ticket number in the roll. The site should log all ticket roll inventory, even if the rolls are not in use. When ticket rolls are issued, they should be logged out noting the beginning ticket number in the roll and to whom the roll was issued. When the ticket sales recap form is returned, the ending ticket number should be recorded in the master ticket log and the form should be reconciled to the log. An explanation of any overages/shortages must be documented on the form. The site administrator should ensure that these forms are completed and turned into the bookkeeper at the conclusion of the event.

Ball Junior High School

Observations

In reviewing the cash disbursement procedures at the site for 14 expenditures, we noted the following deficiencies:

1. The supporting documentation (invoice, purchase order, etc.) for two disbursements could not be located.
2. Two cash disbursements lacked an invoice.
3. Receiving documentation was not present for 10 out of 10 purchases made for goods.
4. One disbursement tested was for the repair of the tennis courts.
5. Four disbursements did not have prior approval or was missing one of the required three signatures on the requisition form.

Recommendations

1. All disbursements should be pre-approved by authorized administrative personnel and the student council. This would allow the reviewing administrator and/or the student council to determine if the proposed activities are appropriate and to determine if sufficient funding is available to finance the activities or the purchases. Three signatures, the District appointed representatives, an advisor and a student representative, are required on all disbursements from a student body account.
2. In addition, documents supporting a disbursement, including an invoice, requisition form and receiving documentation, should be kept with the student body bookkeeper so that they can be easily reviewed should the need arise. In order to ensure all disbursements are appropriate for the ASB, the site should notify club advisors of allowable and prohibited expenses for the student body. Generally, disbursements that are considered a district responsibility are not an allowable ASB expenditure.

Magnolia High School

Observations

During our review of associated student body procedures, the following issues were noted:

1. Tickets and ticket sales recap forms were not utilized for three of four ticketed events reviewed. Tickets were not used instead the purchasers' hands were stamped for the events. Therefore, ticket sales recap forms were not completed because needed information such as the number of purchases or amount paid could not be determined.
2. Three sales deposit forms were missing either the signature of the person who counted or verified cash deposit.
3. Three student store daily sales reports did not provide explanations for overage/shortage discrepancies.
4. Perpetual inventory is not maintained for student store items.

Recommendations

1. A ticket sales report should be completed for every ticketed event. A ticket sales recap form serves the purpose of calculating, based on the number of tickets sold out of the roll and the price per ticket, the amount of cash that should have been collected. The recap should be reconciled to the cash deposit forwarded to the bookkeeper. This procedure documents overages and shortages of cash and informs site personnel about potential problems in cash collections.
2. After a ticket event, at least two people should independently count the monies collected. As evidence that this procedure occurred, both people should sign the sales deposit form.
3. All discrepancies between the items sold and monies collected should be investigated and an explanation should be documented on the daily sales report. This analysis is necessary to determine if monies or merchandise has been lost or stolen.
4. A perpetual inventory tracks beginning inventory, purchases and other additions to inventory and total number of items sold based on daily sales and receipts. To prevent the loss or the misappropriation of assets, the site should reconcile the physical inventory count to a perpetual inventory of items available for sale. The site should also establish a procedure to investigate any significant differences noted between the actual physical inventory counts and the perpetual inventory count. The perpetual inventory is necessary to analyze sales activity and applicable profit or loss and to determine if merchandise has been lost or stolen.

Observations

In reviewing the cash disbursement procedures at the site for 24 expenditures, we noted the following deficiencies:

1. One disbursement had a purchase order created prior to the approval of the requisition form.
2. Two expenditures were made prior to the approval of the requisition form.
3. The amount of one disbursement exceeded the approved requisition form by over \$2,000.
4. Fourteen Wal-Mart gift cards were purchased for \$1,560 and were donated to individual families.

Recommendations

1. All disbursements should be pre-approved by authorized administrative personnel and the student council. This would allow the reviewing administrator and/or the student council to determine if the proposed activities are appropriate and to determine if sufficient funding is available to finance the activities or the purchases.
2. In order to ensure all disbursements are appropriate for the ASB, the site should notify club advisors of allowable and prohibited expenses for the student body. Disbursements that are donated are considered a gift of public funds and generally not an allowable ASB expenditure.

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Walker Jr. High School

Observations

During our audit of the ASB's internal controls, we noted the following issues:

1. Two of the 12 disbursements reviewed were not pre-approved by the student body. Another disbursement was a reimbursement for the salary of multiple substitute teachers in the amount of \$1,426.
2. The school site does not maintain a count of items sold at the student store. In addition, a physical count of inventory is not taken nor is a perpetual log of inventory maintained.
3. January bank reconciliation included stale date checks. Checks were dated as early as February 2007.

Recommendations

1. All disbursements should be pre-approved by authorized administrative personnel and the student council. This would allow the reviewing administrator and/or the student council to determine if the proposed activities are appropriate and to determine if sufficient funding is available to finance the activities or the purchases. In order to ensure all disbursements are appropriate for the ASB, the site should notify club advisors of allowable and prohibited expenses for the student body. Generally, disbursements that are considered a district responsibility are not an allowable ASB expenditure.
2. At minimum, physical counts of inventory should be taken annually. It is encouraged that sites quarterly perform physical counts. In addition, to prevent the loss or the misappropriation of assets, the site should reconcile the physical inventory count to a perpetual inventory of items available for sale. A perpetual inventory tracks beginning inventory, purchases and other additions to inventory and total number of items sold based on daily sales and receipts. The site should also establish a procedure to investigate any significant differences noted between the actual physical inventory counts and the perpetual inventory count. This information is necessary to analyze sales activity and applicable profit or loss and to determine if merchandise has been lost or stolen.
3. Outstanding checks over six months old should be credited back to the appropriate account and should be taken off subsequent bank reconciliation's.

Anaheim High School

Observations

During our audit of the ASB's internal controls, we noted the following issues:

1. Two of the 14 disbursements reviewed were not pre-approved by the student body.
2. The site does not maintain a count of items sold at the student store. Therefore, no reconciliation is being performed between the daily student store sales and the amount of inventory sold. In addition, a perpetual log of inventory is not maintained.
3. One disbursement tested was for 37 computers for the business class totaling \$29,830.
4. One of 14 disbursements did not have receiving documentation.
5. Two of 14 disbursements did not have an invoice.
6. Revenue potential forms are not used for fundraising events.
7. ASB minutes do not indicate approval of student fundraisers.

Recommendations

1. All disbursements should be pre-approved by authorized administrative personnel and the student council. This would allow the reviewing administrator and/or the student council to determine if the proposed activities are appropriate and to determine if sufficient funding is available to finance the activities or the purchases.
2. A form of receipting should be used at the student store to mitigate any discrepancies that may occur. The student store can issue physical receipts for items purchased or generate a tally sheet of all items sold at the student store to tally total sales of items as they are being sold. In addition, a daily sales recap should be prepared where the items sold are reconciled to the cash collected. To further strengthen student store controls, inventory should be reconciled where daily sales recap sheets and physical inventory counts of goods are compared to ensure all merchandise has been accounted for. At minimum, physical counts of inventory should be taken annually. It is encouraged that sites quarterly perform physical counts. In addition, to prevent the loss or the misappropriation of assets, the site should reconcile the physical inventory count to a perpetual inventory of items available for sale. A perpetual inventory tracks beginning inventory, purchases and other additions to inventory and total number of items sold based on daily sales and receipts. The site should also establish a procedure to investigate any significant differences noted between the actual physical inventory counts and the perpetual inventory count. This information is necessary to analyze sales activity and applicable profit or loss and to determine if merchandise has been lost or stolen.
3. In order to ensure all disbursements are appropriate for the ASB, the site should notify club advisors of allowable and prohibited expenses for the student body. Generally, disbursements that are considered a district responsibility are not an allowable ASB expenditure.
4. All expenditures should indicate whether the items purchases have been received. This can be noted with a stamp, signature, packing slip, etc. This reduces the risk of items being paid for but not received.
5. Documents supporting a disbursement, including an invoice, should be kept with the student body bookkeeper so that they can be easily reviewed should the need arise.
6. Revenue potentials must be completed for each fundraiser. This includes the expected profit and loss section associated with the fundraisers. This will help identify any significant differences between anticipated profits and actual profits/losses and possible potential misappropriation of ASB funds. Analysis of actual profit/loss also allows the site to continue those fundraisers which generate profit and modify or eliminate those which generate losses.
7. The site should review the FCMAT ASB Accounting Manual regarding the items of information the minutes of the Student Council meetings should document. The FCMAT ASB Accounting Manual suggests that minutes be taken and filed which includes details of the meeting including budgeting procedures, fund raising discussions, and approval of expenditures.

Brookhurst Junior High School

Observations

During our audit of the ASB's internal controls, we noted the following issues:

1. The student council minutes are not maintained.
2. One of 12 disbursements reviewed was missing one of the three required signatures.
3. The site does not maintain a count of items sold at the student store. In addition, a physical count of inventory is not taken nor is a perpetual log of inventory maintained.
4. The site does not utilize revenue potential forms.
5. January bank reconciliation included stale date checks. Checks were dated as early as February 2007.

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6. During the month of January, four cash deposits were made to the bank. Out of which 3 cash receipts totaling \$3,033 were not deposited in a timely manner. The number of days between the receipt date and deposit date ranged from 8 to 15 days.

Recommendations

1. The site should review the FCMAT ASB Accounting Manual regarding the items of information the minutes of the Student Council meetings should document. The FCMAT ASB Accounting Manual suggests that minutes be taken and filed which includes details of the meeting including budgeting procedures, fund raising discussions, and approval of expenditures. In addition, any motion which is presented and voted on must include the individual's name who presented the motion, the person who seconded it and the final vote on the motion.
2. All disbursements should be pre-approved by authorized administrative personnel and the student council. This would allow the reviewing administrator and/or the student council to determine if the proposed activities are appropriate and to determine if sufficient funding is available to finance the activities or the purchases. Three signatures, the District appointed representatives, an advisor and a student representative, are required on all disbursements from a student body account.
3. A form of receipting should be used at the student store to mitigate any discrepancies that may occur. The student store can issue physical receipts for items purchased or generate a tally sheet of all items sold at the student store to tally total sales of items as they are being sold. In addition, a daily sales recap should be prepared where the items sold are reconciled to the cash collected. To further strengthen student store controls, inventory should be reconciled where daily sales recap sheets and physical inventory counts of goods are compared to ensure all merchandise has been accounted for. At minimum, physical counts of inventory should be taken annually. It is encouraged that sites quarterly perform physical counts. In addition, to prevent the loss or the misappropriation of assets, the site should reconcile the physical inventory count to a perpetual inventory of items available for sale. A perpetual inventory tracks beginning inventory, purchases and other additions to inventory and total number of items sold based on daily sales and receipts. The site should also establish a procedure to investigate any significant differences noted between the actual physical inventory counts and the perpetual inventory count. This information is necessary to analyze sales activity and applicable profit or loss and to determine if merchandise has been lost or stolen.
4. Revenue potentials must be completed for each fundraiser. This includes the expected profit and loss section associated with the fundraisers. This will help identify any significant differences between anticipated profits and actual profits/ losses and possible potential misappropriation of ASB funds. Analysis of actual profit/ loss also allows the site to continue those fundraisers which generate profit and modify or eliminate those which generate losses.
5. Outstanding checks over six months old should be credited back to the appropriate account and should be taken off subsequent bank reconciliation's.
6. At a minimum, deposits should be made weekly to minimize the amount of cash held at the site. During weeks of high cash activity there may be a need to make more than one deposit. The District should communicate guidelines for such a procedure including the maximum cash on hand that should be maintained at the site.

We will review the status of the current year comments during our next audit engagement.

Narimok, Irine, Day + Co., LLP
Rancho Cucamonga, California
December 12, 2012



TAX-EXEMPT COMPLIANCE

December 18, 2012

Ms. Dianne Poore
Assistant Superintendent – Business
Anaheim Union High School District
501 North Crescent Way
Anaheim, CA 92803

Re: Arbitrage Rebate Agreement for the \$9,150,000 Anaheim Union High School District,
(County of Orange, California), Certificates of Participation, 2004 Series A

Dear Ms. Poore:

Anaheim Union High School District (the “District”) has requested that AMTEC provide arbitrage rebate services for the above referenced Certificates of Participation, 2004 Series A (the “Bonds”).

AMTEC represents that it is qualified to provide the services required and states that the District may rely upon these representations. The scope of services to be performed is identified below.

AMTEC's Scope of Services

Our engagement includes, but is not limited to, the following services:

- Review of all bond documents and account statements for possible rebate exceptions;
- Computation of the rebate liability and/or the yield restricted amount, in accordance with Section 148 of the Internal Revenue Code, commencing with the date of the closing through the required reporting date of the Bonds;
- Calculation of the bond yield. Yield calculations performed prior to the closing often do not contain all requisite figures, resulting in inaccurate calculations for rebate purposes. This effort certifies we are presenting accurate information and enables us to issue our unqualified opinion;
- Reconciliation of the sources and uses of funds from the bond documentation;
- Calculation and analysis of the yield on all investments, subject to the Regulations, for each computation period;
- Production of rebate reports, indicating the above stated information, and the issuance of the AMTEC Opinion;
- Recommendations for proactive rebate management;
- Commingled funds, transferred proceeds and yield restriction analyses, if necessary;
- Preparation of IRS Form 8038-T and any accompanying documentation, should a rebate payment be required;

- We will discuss the results of our Reports with you and your auditors and provide our continued support in the event of an IRS inquiry; and
- We guarantee the completeness and accuracy of our work.

AMTEC agrees to provide these services for a guaranteed fixed fee of \$4,700, as follows:

\$9,150,000 Certificates of Participation, 2004 Series A

Report Date	Type of Report	Period Covered	Fee
January 29, 2013	Rebate and Opinion	Closing – September 2, 2009 *	\$2,500
Total			\$2,500

Report Date	Type of Report	Period Covered	Fee
January 29, 2013	Rebate and Opinion	Closing – December 31, 2012	\$1,200
August 31, 2013	Rebate and Opinion	Closing – August 31, 2013	500
September 2, 2014	Rebate and Opinion	Closing – September 2, 2014 *	500
Total			\$2,200

*** Required Reporting Date.**

The District agrees to furnish AMTEC with the required documentation necessary to fulfill its obligation under the scope of services. The District will make available staff knowledgeable about the bond transactions, investments and disbursements of bond proceeds.

The District agrees to pay AMTEC its fee after it has been satisfied that the scope of services, as outlined above, has been fulfilled.

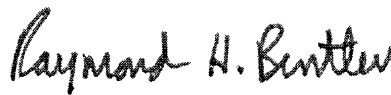
AMTEC agrees that its fee is all-inclusive and that it will not charge the District for any expenses connected with this engagement.

The District has the option to terminate this Agreement within 30 days of notifying AMTEC of its intent.

The parties have executed this Agreement on _____, 2013.

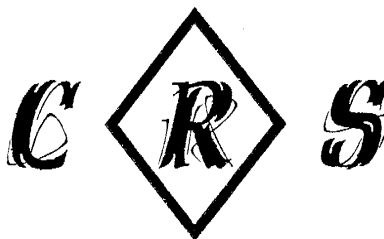
Anaheim Union High School District

Consultant: American Municipal Tax-Exempt
Compliance Corporation



By: _____
Dianne Poore
Assistant Superintendent – Business

By: _____
Raymond H. Bentley
President



December 14, 2012

Ms. Jean Hockett
Anaheim Union High School District
501 Crescent Way
Anaheim, CA 92803

Re: TPA Services-Liability and Property Claims Administration
Student Accident Insurance Program

Dear Ms. Hockett,

Claim Retention Services respectfully submits the attached contract for property and liability claims administration for the District's member retained claims to the CSAC/EIA JPA. The document also incorporates the claims administration for the Student Accident Insurance Program. The Board suggested both claim services provided by CRS be incorporated into one document.

The pricing, terms and conditions of the agreement stay the same from the previous year. A point of clarification has been added for those claims which exceed the self-insured retention of the District to the CSAC JPA. Once a liability claim exceeds the \$50,000 retention, CRS then bills the District on a time and expense basis. Once the claim has been resolved, reimbursement for all costs above the \$50,000 retention, including TPA services, will be presented to CSAC for payment. CSAC has the right to take over the handling of the claim from CRS but typically allows the District to continue to use their TPA throughout the claims process.

Hopefully this explanation clarifies how claims within the District's retention are on a flat fee basis and claims which exceed the retention are on a time and expense basis, which is ultimately reimbursed by CSAC. Please call me should you have any questions regarding this explanation.

Thank you again for your support and confidence in allowing Claim Retention Services to be of service to your District.

Sincerely,

A handwritten signature in black ink, appearing to read 'Neil Butterbaugh', is written over a horizontal line.

Neil Butterbaugh
Adjuster License Number 2E52458

Enclosure: Contract

CLAIM RETENTION SERVICES

24881 Alicia Parkway, Suite E-125 • Laguna Hills, CA 92653
Tel: 949.235.8642 • Fax: 949.305.9422 • crstpa.com
CA Fire & Casualty License # OE52458

Third Party Claims Administration Agreement

Property & Liability and Student Accident Insurance Programs

THIS AGREEMENT made and entered into February 1, 2013 by and between ANAHEIM UNION HIGH SCHOOL DISTRICT, hereinafter called "DISTRICT" and Claim Retention Services Inc., hereinafter called "TPA".

WHEREAS, Government Code Section 53060 authorizes public agencies to contract with specially trained, experienced, and competent persons for the furnishing to said agencies of special services and advice in financial, economic, accounting, engineering, legal or administrative matters to pay said persons for said services and said advice;

WHEREAS, TPA is specially trained, experienced, and competent in administering Self-Insurance Service Programs;

WHEREAS, the DISTRICT desires to contract with TPA for the performance of professional services related to this program as more fully described herein.

NOW, THEREFORE, for and in consideration of the mutual obligations contained herein, and the performance of the acts hereinafter set forth, the parties hereto agree as follows:

I. GENERAL

- A. TPA agrees to supervise and administer the Property and Liability Claims Program for the DISTRICT and shall act as its representative in connection with the investigation, adjustment, processing, supervision and resolution of property damages and general liability, automobile liability and errors and omissions liability claims and potential claims for money damages asserted by third parties against the

DISTRICT which are premised upon allegations of negligent or careless acts or omissions or conduct for which the DISTRICT is alleged to be legally responsible. TPA agrees to provide DISTRICT, during the term of this Agreement, all the services more particularly set forth hereinafter.

- B. TPA agrees to supervise and administer the Student Accident Insurance Program for the DISTRICT and shall act as its representative in connection with the investigation, adjustment, processing, supervision and resolution of student accident claims asserted by third parties against the DISTRICT. TPA agrees to provide DISTRICT, during the term of this Agreement, all the services more particularly set forth hereinafter.
- C. In the performance of the services provided for herein, TPA shall use its best efforts without any guarantee as to the ultimate outcome of any claim adjusted, investigated, processed, supervised or resolved by TPA.

II. INVESTIGATIVE SERVICES

- A. TPA agrees to provide investigative services as follows:
 - 1. Receipt and examination of all reports of accidents, incidents, claims or cases which are or may be the subject of such claims.
 - 2. Initiate investigation of such accidents, incidents, claims or cases, where nature of the claim warrants such investigation or when requested by DISTRICT; such investigation to include contact with claimant, witnesses, employees of DISTRICT, and other such investigative services necessary to determine liability and damages, but not to include extraordinary

professional services as set forth in subsection "B". DISTRICT shall make available to TPA all employees of DISTRICT who are witnesses to an incident or accident or who have knowledge of the event or incident which is the subject matter of the claim. If available, DISTRICT shall provide TPA with photographs and engineering drawings or other descriptive material of all conditions of DISTRICT property which are alleged to be dangerous or that were damaged in the events which produce the claim under investigation.

The investigative facilities of TPA shall be limited in scope and directed at determining the probable liability or lack thereof of DISTRICT. All additional investigations that may be required shall be construed as extraordinary professional services as set forth in subsection "B" herein.

B. Allocated Expenses and Additional Investigative Expenses:

DISTRICT agrees to pay for the cost of extraordinary investigative services where expert and professional assistance is required, such as professional photography, laboratory services, property damage appraisals, taking statements from witnesses away from the premises of TPA, on-site investigation, copying material and other records, trial preparation and professional engineering services including, but not limited to, map preparation, accident reconstruction, material analysis and premises evaluation.

III. ADJUSTMENT SERVICES

TPA agrees to provide complete adjustment services on each accident or incident which is

or may be the subject of a property or liability claim. Such services shall include:

- A. The maintenance of a file on each potential or actual claim reported to TPA.
- B. Periodic review and adjustment of reserves on all open claims.
- C. Whenever investigation results in a determination that DISTRICT sustained a liability to a third party, TPA shall process any such claim or potential claim for settlement in accordance with instructions and policies of DISTRICT for settlement of such claims.
- D. Notification of DISTRICT'S primary and excess coverage providers of all claims which exceed DISTRICT'S retention and maintenance of liaison between the coverage providers and the DISTRICT on matters affecting the adjustment of such claims and seek reimbursements for loss in excess of retention or deductible.
- E. Subrogation on the DISTRICT'S behalf against any party responsible or partially responsible for loss incurred by DISTRICT.
- F. Recommendation of rejection of claims when appropriate pursuant to relevant provisions of Title 1, Division 3.6, Part 3, Chapter 2, of the Government Code of the State of California.
- G. Obtain Release Agreements on settlements of any claims or potential claims as appropriate, unless district requests otherwise.

IV. ADMINISTRATIVE SERVICES

TPA agrees to provide the following administrative services:

- A. Provide DISTRICT, during the term of this Agreement, a tabulated Monthly Status Report on all active claims during the term of this Agreement, indicating the status

of each reported claim assigned to TPA, the details of each claim, the payments during the month and the reserve status.

- B. Establish a bank account from which claims are paid. The TPA will provide copies of checks and a machine-tabulated account of all such expenditures. The DISTRICT will reimburse said account on a monthly basis in the amount the account is depleted.

V. ASSIGNMENT

TPA shall not assign or delegate this Agreement, nor any part thereof, without the DISTRICT'S consent.

VI. PERIOD OF AGREEMENT

This Agreement is for a period of 12 months commencing at 12:01 A.M., February 1, 2013, and ending midnight, January 31, 2014. Thereafter, it is the intention of the parties to continue this Agreement in full force and effect, subject to annual renegotiation of Section VII hereunder ("CONSIDERATION"), unless and until this Agreement is terminated by either party as hereinafter provided.

VII. CONSIDERATION

In consideration for services rendered for the Property and Liability program, DISTRICT agrees to pay TPA a fixed rate fee for the claims which occur within the self insured retention of the District in the amount of Twenty one thousand dollars, (\$21,000) for the term of this contract. Claim activity beyond the self insured retention will be billed to the

DISTRICT on a time and expense basis and then reimbursement will be requested on behalf of the DISTRICT by the TPA from the excess joint power authority. This fee includes the adjustment of claims (run off) of the current claims administrator and the newly reported claims anticipated over the term of this agreement.

The annual fee is due and payable February 1, 2013, upon receipt of invoice.

For TPA services beyond the self insured retention and investigative allocated loss expenses outlined in Section II INVESTIGATIVE SERVICES B., Allocated Expenses and Additional Investigative Expenses, the TPA charges \$65 dollars per hour, .50 cents per mile and \$2 dollars per photograph.

In consideration for services rendered for the Student Accident Insurance Program, DISTRICT agrees to pay TPA \$65 per hour on a time and expense basis for the term of this contract. This fee is for newly reported claims over the term of this agreement. The yearly fee shall not exceed three thousand dollars (\$3,000).

VIII. CANCELLATION OF AGREEMENT

This Agreement may be terminated by either party giving notice to the other, in writing, of the intention to cancel this Agreement at least sixty (60) days prior to the date of termination.

IX. DISPOSITION OF FILES ON TERMINATION OF AGREEMENT

A. All files on each claim shall be the property of DISTRICT.

B. In the event of termination or cancellation of the Agreement, TPA shall return all files to DISTRICT unless DISTRICT requests TPA to continue to process any file(s), which file(s) TPA will continue to process on a fee basis as negotiated.

X. HOLD HARMLESS

A. TPA agrees to defend any legal action commenced against DISTRICT caused directly or indirectly by wrongful or negligent acts of TPA'S officers, employees, agents or others engaged by TPA; and indemnify DISTRICT against any liability, loss, cost, or damage, including attorneys' fees, resulting therefrom.

B. DISTRICT agrees to defend any legal action commenced against TPA caused directly or indirectly by wrongful or negligent acts of officers, employees, agents or others engaged by DISTRICT; and indemnify TPA against any liability, loss, cost or damage, including attorneys' fees resulting therefrom.

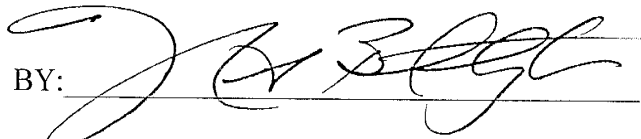
XI. INDEPENDENT CONTRACTOR

In the performance of the agreed service to DISTRICT, TPA is an independent contractor, not an employee, and DISTRICT will not provide or pay for, any benefits normally furnished to employees of DISTRICT, including but not limited to Workers' Compensation Insurance coverage, liability insurance coverage, health and accident insurance coverage, disability insurance coverage, unemployment insurance coverage or retirement benefits.

ANAHEIM UNION HIGH SCHOOL DISTRICT

BY: _____

DATE APPROVED: _____

BY:  _____

CLAIM RETENTION SERVICES, INC.

Neil Butterbaugh, President

THREE PARTY TENDER AGREEMENT

This Tender Agreement ("Agreement") is made and entered into this ____ day of December 2012, by and between Anaheim Union High School District ("AUHSD"), Hudson Insurance Company ("Surety"), and JM&J Contractors ("Completion Contractor"). AUHSD, the Surety, and Completion Contractor are sometimes collectively referred to herein as the "Parties."

RECITALS

A. On or about July 13, 2012, AUHSD entered into a written contract ("Contract") with America West Landscape, Inc. ("America West") for work described as Bid 2012-16, Loara H.S. Security Fence & Landscape Improvements in Anaheim, California ("Project"). The term "Contract" as used herein shall mean the aforementioned contract between AUHSD and America West, including all written contract documents and plans and specifications referenced therein, as well as all executed contract change orders, all of which are incorporated herein by reference. The Contract lump sum price was three hundred seventy nine thousand, two hundred thirty five dollars and five cents (\$379,235.05). A true and correct copy of the Contract is attached hereto as Exhibit "A."

B. Surety, as surety for America West, executed and delivered Performance Bond No. ASB115 ("Performance Bond") and Payment Bond No. ASB115 ("Payment Bond") in the penal sum of \$379,235.05 in favor of AUHSD, as obligee, to secure the performance and payment obligations of America West as principal, pursuant to the Contract (the Performance and Payment Bonds being sometimes referred to collectively herein as "the Bonds").

C. The Notice to Proceed ("NTP") for the Project was issued to America West on July 24, 2012. The Project Contract included 106 consecutive calendar days for completion of the Project, which resulted in a Project completion date of November 7, 2012 ("Original Completion Date").

D. On or about October 9, 2012, AUHSD notified America West that America West had failed to satisfy certain Contract performance obligations and was required to cure such failures within ten (10) days. America West failed to cure the failures and, by letter dated October 24, 2012, AUHSD declared the Contract to be in default.

E. AUHSD has made a demand upon Surety to complete the Project pursuant to its obligations under the Performance Bond.

F. AUHSD and the Surety concur that the current contract accounting for the Project is as follows:

Item	Value
Original Contract Amount	\$379,235.05
Executed Change Orders	\$0.00
Total Contract Value	\$379,235.05

Total Paid to Date	\$128,475.29
Contract Balance	\$250,759.76

G. Surety represents it has solicited bids from qualified, licensed contractors to repair and/or complete the work required to be performed under the Contract for the Project in strict compliance with the Contract plans and specifications, attached hereto as Exhibit "B" ("Remaining Work").

H. Surety has elected to exercise its option to tender Completion Contractor to AUHSD to complete the Remaining Work pursuant to its obligations under the Performance Bond.

I. The Completion Contractor is willing to enter into this Agreement to perform the Remaining Work for the sum of \$239,500.00, as set forth and agreed to by the Parties.

J. The Parties now desire to effect completion of the Contract, to preserve the work in place pursuant to the terms and conditions of the Contract, and expedite completion of the Remaining Work.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is understood and agreed as follows:

AGREEMENT

1. Incorporation of Recitals. The Recitals set forth above are hereby agreed to by each of the Parties and incorporated herein by this reference as though set forth in full.

2. Tender and Acceptance.

2.1 Surety hereby tenders Completion Contractor to AUHSD to complete the Remaining Work required to be performed under the Contract for the Project. The Remaining Work shall be performed in accordance with this Agreement and the Contract Documents.

2.2 AUHSD hereby accepts the Surety's tender of the Completion Contractor to complete the Remaining Work on the terms and conditions set forth herein.

3. Completion Contract.

3.1 Completion Contractor agrees to complete the Remaining Work for the fixed price of \$239,500.00 ("Fixed Price"). The Fixed Price shall only be adjusted by additions and/or deductions for change order(s) approved by AUHSD, and as otherwise provided in the Contract or this Agreement. AUHSD agrees to pay Completion Contractor the Fixed Price pursuant to this Agreement, as if it were the America West, for its completion of the Remaining Work.

3.2 AUHSD and Completion Contractor agree that each shall be bound to one another under the terms and condition of the Contract for the Project, except as set forth herein.

4. New Completion Date. The Parties agree that the new Completion Date ("New Completion Date") for the Contract shall be fifty-three (53) calendar days after the date AUHSD issues a Notice to Proceed to Completion Contractor ("NTP2"). In the event the Remaining Work is not completed by that date, subject to time extensions to which Completion Contractor may be entitled under the Contract, AUHSD may thereafter enforce any rights under the Contract against Completion Contractor. In no event shall Surety be liable for any damages under this Agreement or the Contract for the failure of the Completion Contractor to complete the Contract by the New Completion Date.

5. Liquidated Damages.

5.1 Within ten (10) days of execution of this Agreement, the Surety will forward AUHSD a check in the amount of \$33,740.24 to AUHSD in satisfaction of all Liquidated Damages ("LDs") incurred as a result of America West's performance and default on the Project.

5.2 In accordance with paragraph 4, above, Completion Contractor will be responsible for LDs arising out of the completion of the Remaining Work.

6. Scope of Remaining Work and Changed Conditions.

6.1 Completion Contractor agrees that it has fully investigated and is fully informed as to the status and conditions affecting the Remaining Work and that no representations in reference thereto have been made to it by Surety or any of its representatives, or AUHSD. Surety and AUHSD makes no warranties or representations, express or implied, to Completion Contractor with respect to the Contract and this Agreement.

6.2 While the Parties acknowledge that Completion Contractor's bid amount is based on Completion Contractor's investigation regarding work complete, the quality and conformance with the Contract of the work complete and work remaining and Surety makes no representations thereto, Surety shall compensate Completion Contractor directly for any work required to repair any deficiencies, including latent deficiencies caused by America West or due to the default of America West that are not included in the Remaining Work ("Claims").

6.3 The Completion Contractor shall provide written notice to Surety of any such alleged Claims arising under paragraph 6.2 within five (5) days of discovery of the Claims. Surety shall investigate such Claims and compensate Completion Contractor for Claims deemed to be legitimate. Should Surety refuse to compensate Completion Contractor for such Claims, AUHSD shall retain all rights and remedies against Surety available under the Contract and Performance Bond.

6.4 Completion Contractor shall furnish and pay for all labor, materials, services and equipment and shall do everything necessary to perform and satisfactorily complete the work in accordance with the Contract.

7. Payments to America West. AUHSD and Surety agree that America West has been paid in full for work performed on the Project and no payment is due from AUHSD to America West or Surety based of America West's performance of its Contract obligations.

8. Bonds. Completion Contractor agrees to furnish performance and payment bonds guaranteeing the performance of the Remaining Work and payment for all labor and materials. The replacement performance and payment bonds shall each be in the penal amount of \$239,500.00, in a form acceptable to AUHSD.
9. Insurance. Completion Contractor agrees to provide insurance coverage for the benefit of AUHSD in accordance with the terms and conditions of the Contract.
10. Stop Notices and other Legally Mandated Withholding. If AUHSD receives any stop notices and/or other liens or demands that require AUHSD, as stakeholder, to withhold Project funds, the Parties acknowledge that such funds will be withheld to the extent required by law.
11. Exoneration of Performance Bond. Upon execution of this Agreement by all the Parties, payment to AUHSD pursuant to paragraph 5.1, issuance by Completion Contractor of performance and payment bonds and certificates of insurance in accordance with paragraphs 8 and 9 above, except for the obligations (including Surety's obligation to compensate Completion Contractor in accordance with paragraph 6), rights and claims specifically contained herein, the Performance Bond issued by Surety shall be and hereby is released, discharged and exonerated and of no further force and effect.
12. Payment Bond Obligations. Surety's Payment Bond shall remain in full force and effect for work performed by America West under the Contract, arising before the effective date of this Agreement, and Surety retains all rights, defenses and obligations pursuant to the Payment Bond. Surety's Payment Bond shall not apply to Completion Contractor or any of its subcontractors or suppliers for any work performed or materials or equipment supplied by or for Completion Contractor under Completion Contractor's Contract with AUHSD.
13. Surety Not Contractor. It is understood and agreed that Surety, by entering into this Agreement, is not acting as a contractor, but instead in its capacity as a performance bond Surety.
14. Defects. AUHSD expressly retains all rights and remedies against the Surety available under the Contract, the Performance Bond and California law for defective work performed on the Project by America West. AUHSD, however, shall not retain any rights or claims against Surety for defective work, whether latent or patent, performed by the Completion Contractor.
15. Releases.
- 15.1 Except as set forth by this Agreement, AUHSD hereby releases, acquits, and forever discharges Surety from any and all claims, expenses, debts, demands, costs, and other actions or liabilities of every nature, whether known or unknown, whether in law or in equity, that each has or may claim to have in connection with the Project.
- 15.2 Except as set forth by this Agreement, the Surety releases, acquits, and forever discharges AUHSD from any and all claims, expenses, debts, demands, costs, and other actions or liabilities of every nature, whether known or unknown, whether in law or in equity, that each has or may claim to have in connection with the Project.

16. Assignment. AUHSD hereby assigns, transfers and subrogates to Surety all of its right, title, and interest in and to all its rights and causes of action against America West relating to the Project, except for all rights and causes of action against America West arising out of third party claims and latent defects.

17. Civil Code section 1542. With respect to the releases described in this Agreement, the Parties expressly waive all rights under California Civil Code section 1542 which provides that a general release does not extend to unknown or unsuspected claims which, if known, would have materially affected the settlement. California Civil Code section 1542 provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

18. Third Party Claims against AUHSD. To the extent allowed by law, AUHSD agrees that it will not pay any claim or charge that is based on work already performed under the Contract and that may affect the Surety's continuing obligations under the Payment Bond and this Agreement, without the consent of Surety, except by order of a court of competent jurisdiction or other agency such as the Division of Labor Standards Enforcement after due notice to Surety.

19. Agreement to Cooperate. The Parties hereto agree to cooperate fully with each other, including executing any necessary documents, to the end that the work set forth in the Contracts may be completed as efficiently and quickly as reasonably possible under the circumstances.

20. Power to Execute. The Parties and each of their signatories hereto warrant that each has the power and authority to execute this Agreement. This Agreement is subject to AUHSD Board of Trustees approval or ratification.

21. Invalid Provisions. The provisions of this Agreement shall be applied and interpreted in a manner consistent with each other so as to carry out the purposes and intent of the parties, but, if for any reason any provision is unenforceable or invalid, such provision shall be deemed severed from this Agreement and the remaining provisions shall be carried out with the same force and effect as if the severed portion had not been a part of this Agreement.

22. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto and supersedes any and all prior agreements, arrangements, and/or understandings by and between the Parties. Except as herein modified, all terms and conditions of the Contract shall remain unchanged and in full force and effect. This Agreement may only be modified in a writing signed by all parties.

23. Binding on Successors and Assigns. This Agreement shall extend to and be binding upon the parties hereto and their respective successors and assigns. No rights shall accrue hereunder to or for the use of any other person, firm, corporation, or governmental entity other than the parties hereto and their respective successors, assigns, and reinsurers. Assignees of Surety must be approved by AUHSD in writing, which approval shall not be unreasonably withheld.

24. Notices. All notices and correspondence shall be sent by first class U.S. mail postage prepaid, with a copy by electronic transmission, or certified U.S. mail, return receipt requested, or overnight mail:

To AUHSD:

Patricia Neely, AIA
Director, Planning Design, & Construction
Anaheim Union School District
501 Crescent Way
Anaheim, CA 92803-3520
704-999-3505

With copies to:
Mary Beth Coburn
Best, Best & Krieger, LLP
655 West Broadway, 15th Floor
San Diego, CA 92101
(619) 525-1369
marybeth.coburn@bbklaw.com

To Surety:

Hudson Insurance Company
c/o Greg Arnold
100 William Street, 5th Floor
New York, NY 10039
Telephone: (212) 918-9997
Facsimile: (646) 216-3786
garnold@hudsoninsgroup.com

With copies to:
Kaysie D. Garcia
Watt, Tieder, Hoffar & Fitzgerald, LLP
2040 Main Street, Suite 300
Irvine, CA 92614
Telephone: (949) 852-6700
Facsimile: (949) 261-0771
kgarcia@wthf.com

To Completion Contractor:

JM & J Contractors
c/o Joe Vargas
17110 Santa Catherine Street
Fountain Valley, CA 92708-3333
Telephone: (714) 397-8165
Facsimile: (714) 842-2765

25. Counterparts. The parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be signed by all of the parties; each counterpart shall be deemed an original instrument as against any party who has signed it. The Parties agree that original signatures sent by electronic mail in pdf format shall be treated as original signatures for all purposes.

26. Fully Negotiated Agreement. This Agreement has been fully negotiated by the Parties and their counsel and shall not be construed in favor of or against either party, regardless of who may have drafted it or any of its terms. The failure of any party to exercise in any respect a right

provided for in this Agreement shall not be deemed to be a waiver of the right or of any other right unless expressly agreed to by the party in writing.

27. Choice of Law. This Agreement is made, executed and performed in Orange County, State of California, and shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hand and seal the day and year first hereinafter written.

ANAHEIM UNION HIGH SCHOOL DISTRICT

By: Quanna Poole

Its: AUHS D - ASSISTANT SUPERINTENDENT,
BUSINESS

Dated: 12/12/12

HUDSON INSURANCE COMPANY

By: Anthony J. [Signature]

Its: Manager - Surety Claims and
Loss Control

Dated: 12-13-12

JM&J CONTRACTORS

By: _____

Its: _____

Dated: _____



ANAHEIM UNION HIGH SCHOOL DISTRICT

Learning With Purpose: College and Career Ready

Sent via fax and certified mail 10/9/12

October 9, 2012

Roy Anthony, Vice President
 America West Landscape, Inc.
 15086 La Palma Dr
 Chino, CA 91710

Re: Bid 2012-16 Loara HS Security Fence & Landscape Improvements
NOTICE OF DEFAULT - TERMINATION OF AGREEMENT

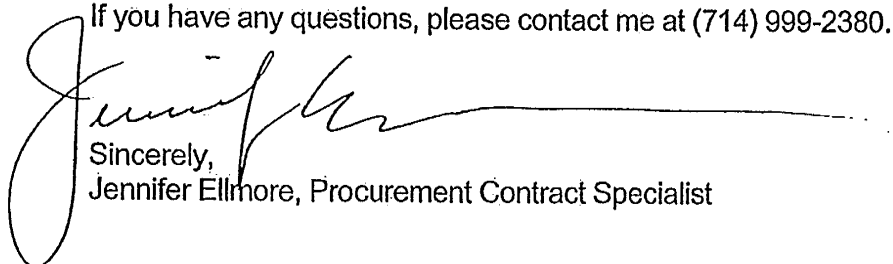
Dear Mr. Roy Anthony,

The Anaheim Union High School District ("District") is notifying you, America West Landscape, Inc. ("America West"), that it is exercising its rights under the General Conditions to terminate the above referenced agreement for cause in accordance with Article 13 of the contract's General Conditions for reasons listed below:

1. Failure to supply sufficient labor, material and equipment necessary to complete the contract work within the time specified in the contract as of October 2, 2012.
2. Contract work ceased on October 3, 2012.
3. Expiration of a valid contractor's license. The Contractors State License Board of California is reporting license 812932 expired on September 30, 2012. You are hereby notified that America West is not to proceed with any work under the contract until the license is reinstated.
4. Since October 2, 2012, numerous attempts by telephone or email were made to contact America West Landscape to discuss the status of the work and a plan of action to meet the contract's completion date of November 7, 2012. All attempts were unsuccessful.

Notwithstanding arrangements satisfactory to the District for the correction thereof within ten days of this notice, this letter shall serve as Anaheim Union High School District's intention to terminate the subject Agreement.

If you have any questions, please contact me at (714) 999-2380.


 Sincerely,
 Jennifer Ellmore, Procurement Contract Specialist

Cc: Hudson Insurance Company

Facilities ♦ Planning ♦ Design ♦ Construction
 District Campus
 501 N. Crescent Way/P.O. Box 3520
 Anaheim, CA 92803-3520
 (714) 999-3511



ANAHEIM UNION HIGH SCHOOL DISTRICT

Learning With Purpose: College and Career Ready

Sent via fax and certified mail 10/23/12

October 23, 2012

Roy Anthony, Vice President
America West Landscape, Inc.
15086 La Palma Dr.
Chino, CA 91710

Re: Bid 2012-16 Loara HS Security Fence & Landscape Improvements
TERMINATION OF AGREEMENT

Dear Mr. Roy Anthony,

The Anaheim Union High School District ("District") is notifying you, America West Landscape, Inc. that it is exercising its rights under the General Conditions to terminate the above referenced agreement for cause in accordance with Article 13 of the contract's General Conditions for failure to cure the defects and respond to the notice from the District dated October 9, 2012. You are duly notified that your contract with the District is hereby terminated.

If you have any questions, please contact me at (714) 999-3556.

Sincerely,

Dianne Poore
Assistant Superintendent, Business

DP/je

Cc: Hudson Insurance Company
Alliant Insurance Services

Facilities ♦ Planning ♦ Design ♦ Construction
District Campus
501 N. Crescent Way/P.O. Box 3520
Anaheim, CA 92803-3520
(714) 999-3511

December 20, 2012

Brian O'Neal, President
Anaheim Union High School District
501 Crescent Way
Anaheim, CA 92803

Re: School Facilities Fee Deferral Extension Request

Dear President O'Neal:

I am writing on behalf of the membership of the Building Industry Association of Southern California, Orange County Chapter (BIA/OC) to formally request an extension to the Anaheim Union High School District's (AUHSD) temporary school facility fee deferral program which is set to expire on December 31, 2012.

Our members are optimistic about 2013 based on recent positive signs related to an economic recovery. Fee deferral programs such as the program AUHSD introduced in 2009 have been a great benefit to our members and we believe they remain critical as the market attempts to recover from the deep recession. The school facility fee deferral program has allowed builders to employ construction workers and build new homes for Anaheim residents. AUHSD's program contributes to the overall economic recovery efforts occurring in our region.

Since 2009, over 135 state-wide and 7 local jurisdictions have deferred fees. In high growth cities similar to Anaheim, construction has resumed putting local residents back to work. Jurisdictions have realized the benefits of this stimulus by way of increased revenue to their general funds. Agencies are now going through the process of extending programs that are set to expire.

It is for this reason that the BIA/OC formally requests that the AUHSD Board of Trustees consider extending the school facilities fee deferral program for an additional 12 months with retroactive effect for all permits beginning January 1, 2013.

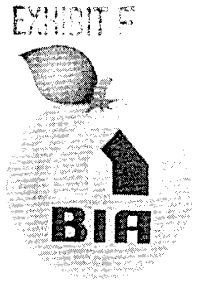
We appreciate our partnership with AUHSD over the past several years. Thank you for your thoughtful consideration.

Sincerely,



Michael McCann, BIA/OC
President

Cc: Board of Trustees
Dr. Elizabeth I. Novack, Superintendent



**Orange County
Chapter**

Building Industry Association
of Southern California

17744 Sky Park Circle
Suite 170
Irvine, California 92614
949.553.9500
fax 949.553.9507
www.biaoc.com

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MICHAEL McCANN
ALLIANCE RESIDENTIAL

VICE PRESIDENT
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TREASURER
DONNA KELLY
LENNAR

SECRETARY
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MEMBER-AT-LARGE
MIKE WINTER
SARES-REGIS GROUP

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

Career and Technical Education Month

RESOLUTION NO. 2012/13-E-04

February 1 through February 28, 2013

WHEREAS, February 1 through February 28, 2013, has been designated Career and Technical Education Month by the Association for Career and Technical Education, and

WHEREAS, profound economic and technological changes in our society are rapidly reflected in the structure and nature of work, thereby placing new and additional responsibilities on our educational system, and

WHEREAS, career and technical education provides Americans with a school-to-careers connection and is the backbone of a strong, well-educated workforce, which fosters productivity in business and industry and contributes to America's leadership in the international marketplace; and

WHEREAS, career and technical education gives students experience in practical, meaningful applications of basic skills such as reading, writing and mathematics, thus improving the quality of their education, motivating potential dropouts and giving all students leadership opportunities in their fields and in their communities; and,

WHEREAS, career and technical education offers individuals lifelong opportunities to learn new skills, which provide them with career choices and potential satisfaction; and

WHEREAS, the ever-increasing cooperative efforts of career technical educators, business, and industry stimulate the growth and vitality of our local economy and that of the entire nation by preparing graduates for career fields forecast to experience the largest and fastest growth in the next decade,

NOW, THEREFORE, BE IT RESOLVED, that the Anaheim Union High School District Board of Trustees does hereby support and designate February 1 through February 28, 2013, to be "Career and Technical Education Month".

The above and foregoing Resolution was duly and regularly adopted by said Board at a regular meeting thereof held on the 24th day of January 2013 and passed by a _____ vote of said Board.

IN WITNESS WHEREOF, I have hereupon set my hand and seal this 24th day of January 2013.

AYES:

NO:

ABSTAIN:

ABSENT:

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

I, Elizabeth I. Novack, Superintendent of the Anaheim Union High School District of Orange County, California, and Secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board of Trustees at the regular and annual organization meeting thereof held on the 24th of January 2013 and passed by a roll call vote of all members of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 24th day of January 2013.

Elizabeth I. Novack, Ph.D.
Superintendent and Secretary
to the Board of Trustees

Memorandum of Understanding

Between Anaheim Union High School District and Boys Town California, Inc.

This memorandum of understanding is hereby entered between the two parties indicated below and for the purpose as stated in the scope of work:

Anaheim Union High School District

Dr. Paul Sevillano, Assistant Superintendent, Education
Contact Person/Title

501 Crescent Way
Anaheim, CA 92801
Address

(714) 520-9754
Phone Number

Boys Town California, Inc.

Lawren Ramos, Executive Director
Contact Person/Title

2223 Wellington 3rd floor
Santa Ana, CA 92701
Address

(714) 558-0303 x101
Lawren.Ramos@boystown.org
Phone Number/Email

I. Purpose

The purpose of this Memorandum of Understanding (MOU) is to maintain an effective working relationship established between Boys Town California (BT CA) and Anaheim Union High School District (AUHSD). AUHSD commits to provide referrals to BT CA when appropriate for parenting classes for students' parent(s)/caregiver(s). The goal of this initiative is to help parents learn to reduce children's problem behaviors, minimize problems that disrupt family life, and build strong, healthy relationships by providing (at no cost) Common Sense Parenting® Classes to the parent(s)/caregiver(s) of students in AUHSD.

II. Term

The Memorandum of Understanding shall begin February 1, 2013 and extend through February 1, 2014.

III. Scope of Work

Description of Services

1. AUHSD agrees to contact parent(s) referred for Common Sense Parenting® classes being offered at the school sites and provide the schedule of class times and dates and a brief description of the curriculum.
2. AUHSD agrees to provide referrals to BT CA; and appropriate-size rooms for a) delivering the Common Sense Parenting® classes, and b) providing child care as needed.
3. BT CA agrees to provide a certified Parent Trainer to facilitate Common Sense Parenting® classes at the school sites and provide a trained BT CA assigned Child Care Assistant to provide child care as needed.
4. BT CA agrees to provide Common Sense Parenting® classes at no cost to AUHSD or to parent(s)/caretaker(s).

IV. Termination

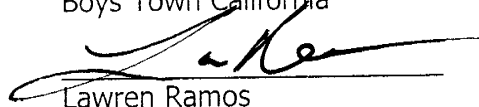
This Memorandum of Understanding shall be effective upon approval of both parties shown below and as dated by both parties for one year (12 months). This agreement may be renewed annually by a new document with term, modifications as needed and affixed signatures and dates. Should this Memorandum of Understanding require modification, such changes shall only be added by mutual agreement by both parties. This Memorandum of Understanding may be terminated by either party by issuing a written Notice of Termination (30 days written notice) delivered by email or mail.

Anaheim Union High School District

Dr. Sevillano
Assistant Superintendent, Education

Date

Boys Town California



Lawren Ramos
Executive Director, Boys Town California, Inc.

12/14/12

Date

1 AGREEMENT

2 BETWEEN

3 NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

4 AND THE

5 ANAHEIM UNION HIGH SCHOOL DISTRICT

6 TO

7 PROVIDE SERVICES FOR COUNSELING 50, COLLEGE ORIENTATION

8
9 THIS AGREEMENT is made and entered into this 24th day of January, 2013, by and
10 between the North Orange County Community College District, with principal offices
11 located at 1830 West Romneya Drive, Anaheim, California 92801 hereafter referred to as
12 "Consultant" and the Anaheim Union High School District, 501 Crescent Way, PO Box
13 3520, Anaheim, California 92803-3520, hereinafter referred to as "District".

14 WHEREAS, the District is in need of special services and advice in Counseling
15 50, College Orientation; and

16 WHEREAS, such services and advice are not available without cost from public
17 agencies; and

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

20 WHEREAS, such services are needed on a limited basis;

21 NOW, THEREFORE, the parties hereto agree as follows:

- 22 1. SERVICES TO BE PROVIDED BY CONSULTANT: Consultant shall provide credit
23 instruction for six (6) college courses of Counseling 50, College Orientation,
24 during the spring 2013 academic year. Classes offered shall be accessible to
25 high school students from the sites at which the classes are offered, as well
26 as to students from other sites as determined by Consultant.
27 2. The District shall be responsible for providing services with respect to
28 student outreach, recruitment, orientation, and counseling/guidance.

1 3. Classes offered pursuant to this AGREEMENT will be conducted on such days and
2 at such times as may be mutually agreed by Consultant and the District,
3 provided that no instruction shall occur on any day established as a District
4 holiday. All instruction shall be provided on the premises of high schools
5 within the District and/or such other locations as may be mutually agreed by
6 Consultant and the District.

7 4. The Consultant will provide services under this AGREEMENT January 25, 2013, and
8 diligently perform as required Consultant complete performance by June 30,
9 2013.

10 5. All instruction furnished by Consultant pursuant to this AGREEMENT will be
11 provided by, and under the immediate supervision and control of, appropriately
12 credentialed employees of Consultant who will be responsible for the following:

13 (a) Providing instruction for the specified classes in compliance with the
14 designated curriculum and class schedule and in compliance with the
15 District instructional policies and procedures.

16 (b) Documenting enrollment and student attendance.

17 (c) Creating an effective teaching-learning environment and maintaining
18 effective communication with the District and high school campus staff
19 members.

20 6. The District shall provide and maintain facilities, equipment, textbooks and
21 instructional supplies and materials that are necessary for the provision of
22 instruction by the Consultant pursuant to this AGREEMENT, without charge to
23 Consultant, or without charge to any student receiving instruction pursuant
24 hereto.

25 7. Students participating in classes will enroll through Fullerton College in
26 accordance with established college registration procedures.

27 8. Consultant shall not collect a registration fee from any student enrolled
28 pursuant to this AGREEMENT and will not claim state apportionment FTES for any
student so enrolled.

- 1 9. Students who are subject to a non-resident tuition fee (currently \$202/unit)
2 will be reimbursed by the District for this fee. Any applicable non-resident
3 tuition fee charges shall be reported to and paid by the District in addition
4 to the compensation to Consultant for instructional services outlined.
- 5 10. The District shall pay the Consultant an amount not to exceed Twelve Thousand
6 Dollars (\$12,000) plus any non-resident tuition fees as outlined in Section 9.
7 The maximum payment shall include instruction and reimbursement to Consultant
8 for materials costs and assessment test units. Funding for the payment will
9 come from Gear-Up and STEM Grant Funds as mutually agreed to by Consultant and
10 District. Payment shall be made after submission of an invoice to the
11 District.
- 12 11. District and Consultant each agrees to defend, indemnify and hold harmless the
13 other party, its officers, employees, students, and agents from and against all
14 liability, loss, expense (including reasonable attorney's fees), or claims for
15 injury or damages arising out of the performance of this Agreement but only in
16 proportion to and to the extent such liability, loss, expense, attorney's fees
17 or claims for injury or damages are caused by or result from negligent or
18 intentional acts or omissions of the Indemnifying party, its officers,
19 employees, students or agents.
- 20 12. District and Consultant shall maintain General Liability insurance with a limit
21 of not less than \$1,000,000 per occurrence for bodily injury, personal injury
22 and property damage during the term of this Agreement. A certificate of
23 insurance shall be provided as requested by each party. Additionally, evidence
24 of Workers' Compensation insurance within the statutory limits shall be
25 provided.
- 26 13. This Agreement is not assignable without written consent of the parties hereto.
- 27 14. Consultant shall comply with all applicable federal, state, and local laws,
28 rules, regulations, and ordinances including workers' compensation.



staffrehab

Better therapy staff

EXHIBIT J

Staffing Service Agreement

Services

Subject to availability, StaffRehab will provide the services of a Rehabilitation Therapist on request from AUHSD here in referred to as "Client" as needed. Staff Rehab will refer qualified candidates without regard to race, sex, color, religion, national origin, marital status, veteran status, other protected category, or the presence of a non-job related medical condition or disability. The contents of all appendixes and addenda are incorporated herein by reference set forth in this agreement

Assignments

Client shall have the right of refusal regarding the Rehabilitation Therapist to be provided. Rehabilitation Therapy Associate personnel shall perform the services at the work site of the Client and during the normal work hours of the Client. The Client understands and agrees that any personnel assigned to the Client by StaffRehab, pursuant to this agreement, shall perform all services as an independent contractor to the Client and not as an employee, agent, partner, or venture participant of the Client

Location/Supervision

Client will provide, at no cost to StaffRehab, working space facilities, and related services and supplies necessary to support StaffRehab associates. StaffRehab will work under the supervision and direction of the Client

Liability Insurance

StaffRehab shall maintain and provide to the Client, upon written request, the following information for any personnel provided.

Proof of valid professional license if applicable. Proof of insurance coverage, such is defined herein:

Worker's Compensation Insurance per statutory requirements

StaffRehab shall procure and maintain insurance, and upon request, shall provide the Client with Certificates of such insurance covering the following risks:

- Professional Liability - \$1,000,000 per claim, \$3,000,000 Aggregate
- General Liability - \$1,000,000 per claim, \$3,000,000 Aggregate

Cancellations

On short-term assignments (of one to fourteen days), cancellations must be made forty-eight (48) business hours prior to the report time. A cancellation fee of one half (1/2) the scheduled hours for any shift cancelled is charge on any cancellation made with less than forty-eight (48) business hours advance notice. On long term assignments (of two or more weeks), Client must provide a two week notice of cancellation to StaffRehab. A cancellation fee of one-half (1/2) the scheduled hours for any shift cancelled is charge

on any cancellation made with less than two week's advance notice. For travel staffing assignments (8 weeks or longer), StaffRehab must be granted at least forty (40) hours per week of work. If a StaffRehab associate's travel staffing assignment ends prematurely, Client will be invoiced for any remaining housing cost fees, including apartment & furniture leasing costs, until the expiration of the leases.

Dismissals

In instances of unsatisfactory performance of duties by the StaffRehab Associate, Client agrees to make a reasonable attempt to rectify the issue to include a notice, in writing, to StaffRehab outlining the issue at hand so that the employee may modify behavior through counsel and coaching by StaffRehab staff. Should the issue not be resolved, Client may request that StaffRehab Associate be removed from the assignment. StaffRehab will make every effort possible to comply with the Client's request as quickly as possible. Client agrees to honor the terms of this agreement and pay invoices for hours actually performed by any StaffRehab Associate up to the time of dismissal from client assignment.

Proprietary Information

Client shall be sole and exclusive owner and have full title and unrestricted rights to any proprietary information and intellectual property developed, utilized or modified in the performance of the services and deliverables under this contract. Except to the extent necessary to perform the duties assigned to him or her by the Client, the StaffRehab associate will hold such proprietary information and intellectual property in trust and strictest confidence, and will not use, reproduce, distribute, disclose or otherwise disseminate the proprietary information, and intellectual property, and may in no event take any action causing or fail to take the action necessary in order to prevent proprietary information and intellectual property, developed by the StaffRehab associate, to lose its character or cease to qualify as proprietary information and intellectual property, without in each instance securing the prior written approval of the Client.

Hourly Rates

Client shall pay StaffRehab a fee at an hourly bill rate by job class for each hour worked by a StaffRehab associate as set forth in the Start Confirmation Sheet. Overtime and Holiday hours worked will be billed at 1.5 times the straight time hourly bill rate. Overtime hours will be determined in accordance with applicable Federal and State Laws. StaffRehab shall submit invoices on a weekly basis to Client for hours worked the previous week together with a copy of the time reports signed or confirmed by a Client representative. Invoices are to be paid within ten (10) days of the billing date. Billing rates charge to Client shall be adjusted to reflect any and all increases in the federal and state unemployment tax rates, workers compensation costs and social security rates.

Direct Hire Fees

Option One: A contingency direct hire fee of 25% of the candidate's annual salary is due and payable in full within (30) days of invoice, Contingency Direct Hire fee will be invoiced by StaffRehab when offer, verbal or otherwise, is made by Client and accepted by Candidate. Replacement Policy: If the candidate placed with Client voluntarily terminates their employment or is terminated for cause within sixty (60) days from the candidate start date, StaffRehab will offer a replacement courtesy for that candidate. Replacement policy is contingent upon full payment of the direct hire fee by Client within thirty (30) days of invoice.

Hiring Prerogative

Client, and its subsidiaries, shall not at any time, directly or indirectly, hire, offer employment to, or otherwise use the services of any StaffRehab associate or former StaffRehab associate until one (1) year shall have expired from the last date of service by that StaffRehab associate to client . Client, and its subsidiaries, may hire any StaffRehab associate, without additional costs, any time after StaffRehab associate has worked under this agreement for a total of 1500 hours at Client’s facility.

If Client wishes to hire any StaffRehab associate working under agreement for less than 1500 hours, Client shall give StaffRehab thirty (30) days prior written notice of intention to offer employment to any StaffRehab associate. If Client hires any StaffRehab associate previously referred during the preceding twelve (12) month period, a percentage of that associate’s annual income is owed StaffRehab by Client based on the details and percentage scale outlined below:

Conversion Fees

Client agrees and warrants to pay StaffRehab a percentage of the associate’s annual salary offer, upon employment from StaffRehab by Client.

<u>Length of time on assignment</u>	<u>Conversion Fee</u>
0-519 hours	25% of proposed annualized salary
520 hours – 1039 hours	15% of proposed annualized salary
1040 hours – 1499 hours	0% of proposed annualized salary

When Client includes on its payroll any Rehabilitation Therapist formerly referred to Client by StaffRehab, that Rehabilitation Therapist immediately ceases to be an independent contractor with respect to Client, and StaffRehab is no longer liable in any way for that person’s actions or omissions.

Payment Terms

Client is billed on a weekly basis with payment due within ten (10) days. Any outstanding balances not paid within thirty (30) days of the invoice date shall be subject to a late payment charge of 1.5% per month – 18% annual rate, or such lesser amount as necessary to ensure that charge does not exceed the maximum allowable by law.

Client agrees to investigation by Staffrehab of Client’s credit history, including but not limited to credit reports, rental history reports, BBB reports, and other means. StaffRehab reserves the right to refuse to enter into this Agreement, in its sole discretion, for any reason, including, but not limited to the results of the credit history inspection. StaffRehab reserves the right to request prepayment for services rendered if the results of the credit history inspection so indicate.

Contract Termination

This agreement remains in effect until terminated by either party. This agreement shall be terminable by either party upon thirty (30) days written notice. For the purposes of this Agreement, notice shall be effective to the parties at the following addresses:

StaffRehab
5000 Birch Street
Suite 3000, West Tower
Newport Beach, CA 92660
888.835.0894

Entire Agreement

This agreement contains the complete agreement between the parties with respect to the subject matter thereof and may not be modified except by written agreement signed by both parties. This agreement supersedes all previous written or oral agreements between the parties

Assignment

This agreement may not be assigned by either party without the written consent of the other party. Consent for one assignment does not waive the consent requirement for any subsequent assignment, but, subject to the foregoing limitation, will inure to the benefit of and be binding on the successors and assigns of the respective parties

Governing Law

The validity and interpretation of any terms or provisions of this Agreement of of the rights and duties of the parties hereunder shall be governed and construed in accordance with the laws of the state of California. All actions, including arbitration, arising out of this Agreement, shall be in Orange County, CA.

Severability

The parties agree that each of the provisions included in this Agreement is separate, distinct and severable from the other and remaining provisions of the Agreement; and that the invalidity or unenforceability of any Agreement provision shall not affect the validity or enforceability of any other provision or provisions of this Agreement.

The client signatory, herein below, specifically warrants that such individual has the capacity and authority to represent, contract on behalf of and bid the Client with respect to the obligations, rights, and duties contained herein.

In witness whereof, the parties have executed, sealed and delivered this agreement on this 13 day of December, 2012.

Rockstar Recruiting a limited liability corporation
DBA: Staff Rehab
Sara Palmer, on behalf of Rockstar Recruiting LLC
Title: CEO

Date: 12 13 12
Signed: [Signature]

Company Name: Anaheim Union High School District

Authorized Representative: Paul Sevillano

Title: Assistant Superintendent, Education Division

Signed: _____

Date: January 25, 2013

By extending a permanent or travel offer to a candidate that you have received from StaffRehab, you expressly agree to the terms and conditions of the start confirmation and the StaffRehab Fee Agreement unless otherwise agreed in writing



staffrehab

Better therapy staff

Candidate Rate Confirmation

December 7, 2012

This agreement is entered into on 12/7/12 by and between **Rockstar Recruiting LLC, DBA StaffRehab** (StaffRehab) and **Anaheim Union High School** (Client). The purpose of this confirmation is to establish a bill rate for the candidate referenced below.

Facility agrees to the following:

Candidate's Name:	Joseph Rucker - COTA
Assignment Dates:	January 25, 2103 - March 29, 2013
Number of Weeks:	8 weeks
Approved Time Off:	Not Applicable
Guaranteed Hours:	40
Cancellation Notice:	30 days
Bill Rate:	\$57.00 an hour
Overtime/Holiday Rate:	\$85.50 an hour
Mileage Reimbursement:	Billed at IRS standard for all work related activites

All time over 40 hours will be billed at time and one half (1 ½)

Please complete the following information:

Facility Name and Address:	Anaheim Union High School 501 N. Crescent Way Anaheim, CA 92801
Facility Telephone Number:	(714) 999 - 3551
Facility Supervisor Name:	Cherylin Lew
Facility Dress Code:	As per current contract
Timesheet Approver Email Address and Name:	lew_c@auhsd.k12.ca.us

Billing Info:

Billing Address:	Anaheim Union High School 501 N. Crescent Way Anaheim, CA 92801
Billing Telephone Number:	(714) 999 - 3551
Billing Contact Info:	TBD
Billing Email Address:	TBD

Cancellation of Services: A minimum 30 day written cancellation notice whereas the traveler's end date falls on a Friday must be given to StaffRehab directly (not the contract employee) for cancellation or early termination of any specific traveler contract, other than termination for cause attributable to StaffRehab or the contract employee.

Please sign and fax back to 949-258-5296 or scan and send over to cnewcomb@staffrehab.com . If you have any questions or concerns, please contact Sara Palmer at 888.835.0894.

Anaheim Union High School District		Rockstar Recruiting, LLC DBA StaffRehab	
Name:		Name:	<i>Sara Palmer</i>
Print:	Paul Sevillano	Print:	Sara Palmer
Title:	Assistant Superintendent	Title:	CEO
Date:	January 25, 2013	Date:	12/7/12

By extending a permanent or travel offer to a candidate that you have received from StaffRehab, you expressly agree to the terms and conditions of the start confirmation and the StaffRehab Fee Agreement unless otherwise agreed in writing



The Center's Arts Teach Program & Date: Backhausdance residency 2/1/13-4/3/13

Segerstrom
Center for the Arts

SEGERSTROM CENTER FOR THE ARTS
EDUCATIONAL SERVICES & CONSULTING AGREEMENT

This educational services and consulting agreement ("Agreement") is entered into on November 19, 2012, by and between Segerstrom Center for the Arts ("CONSULTANT"), and Anaheim High School ("DISTRICT").

CONSULTANT agrees to provide to DISTRICT the services described in Sections A and B of this Agreement and furnish at CONSULTANT'S expense, all labor, materials, equipment, and other items necessary to carry out the terms of the services, under the following terms and conditions:

- A. Services shall begin on February 1, 2013 and shall be completed on or before April 3, 2013.
 - B. Services to be rendered to the DISTRICT by CONSULTANT shall take place at the Anaheim High School dance studio as follows: Dance residency with Backhausdance comprised of 1 planning meeting, 8 two hour Arts Teach artist led workshops, and 4 three hour Arts Teach artist led workshops. Artistic Director, Jennifer Backhaus will lead 6 of the two hour workshops (the "Services").
 - C. DISTRICT shall pay CONSULTANT the maximum amount of \$4,000.00 as all-inclusive fee (the "Fee") for the Services in the form of DISTRICT check(s) mailed within 15 days after receipt of CONSULTANT'S invoice.
 - D. In the performance of the work contemplated herein, CONSULTANT is an independent contractor with the authority to control and direct the performance of such work. CONSULTANT understands and agrees that neither it, nor its employees or independent contractors are employees of the DISTRICT and are not entitled to benefits of any kind normally provided employees of the DISTRICT. CONSULTANT shall assume full responsibility for payment of all Federal, State, and local taxes and contributions to Unemployment Insurance, Social Security, and Workers' Compensation with respect to CONSULTANT'S employees.
 - E. CONSULTANT agrees to defend, indemnify, and hold harmless the DISTRICT, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of CONSULTANT'S negligence in the performance of this Agreement, including but not limited to any claim due to injury and/or damage sustained by CONSULTANT, and/or CONSULTANT'S employees or agents.
- DISTRICT agrees to defend, indemnify, and hold harmless the CONSULTANT, its officers directors, employees, and agents/independent contractors from any and all liability or loss arising in any way out of DISTRICT'S negligence in the performance of this Agreement, including but not limited to any claim due to injury and/or damage sustained by DISTRICT, and/or DISTRICT'S employees or agents.
- F. DISTRICT shall provide CONSULTANT at least 7 days notice in advance of the date of Services DISTRICT would like to reschedule or cancel, otherwise DISTRICT understands and agrees it shall be responsible to pay CONSULTANT the following: 50% of the Fee for Services rescheduled/cancelled with 2 to 6 days advance notice, and 100% of the Fee for Services rescheduled/cancelled with less than 48 hours advance notice.
 - G. Neither party shall assign or delegate any part of this Agreement without the prior written consent of the other party.

CONSULTANT:

Krista Rathaweera
Authorized Representative

Krista Rathaweera
Print Name

Manager, Community
Title Partnerships

FEIN: 23-7287150

DISTRICT:

Authorized Representative

Print Name

Title

**APPLICATION FOR STUDENT-INITIATED,
NON-CURRICULUM RELATED ORGANIZATION**

CLICK AND ENTER DATA

School:	BROOKHURST JHS	Date of Application:	11/13/12
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

1. The meetings may not interfere with the orderly operation of the school.
2. The meetings must be open to all students without regard to gender, ethnicity, religion or national origin.
3. School employees may not promote, lead or participate in the meetings.
4. Non-school persons may not direct, conduct, control, or regularly attend the meetings of the student groups.
5. No school system funds may be spent on behalf of the student groups, except for the cost of providing space for the group meetings.

To apply for status as a student-initiated, non-curriculum group, complete the following:

Name of proposed group:

JUMP! (Junior Upcoming Medical Professionals)

Purpose of the group (Please describe thoroughly):

Junior Upcoming Medical Professionals (JUMP) is a HOSA-Future Health Professionals membership category for middle school students, grades 6-8th. JUMP is designed to act as a stepping stone for further beginnings into a career in the health care industry. This is an organization that allows students the opportunity to learn about the healthcare field while developing leadership skills. The JUMP chapter works closely with the local high school Cal-HOSA chapter.

HOSA-Future Health Professionals provides a unique program that helps the individual student through the development of leadership skills, physical, mental and social enhancement, job preparation, employment, self-worth, motivation and empowerment.


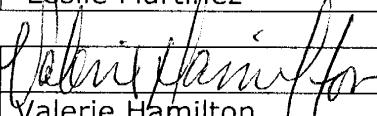

JUMP members have the opportunity to participate in career exploration through guest speakers, field trips and middle/high school mentorship. Through chapter management, including fund-raising and community service, JUMP students learn team work strategies, leadership values, and positive work ethic.

Frequency of group meetings:

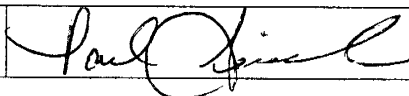
Bi-monthly

Proposed meeting day, time and location:

Day:	Monday	Time:	2:30p-3:00p	Location:	Room 29
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Applicant's Signature:		Date:	
Printed Name:	Leslie Martinez		
Advisor's Signature:		Date:	
Printed Name:	Valerie Hamilton		
Principal's Signature:		Date:	12-7-12
Printed Name:	Darrick Garcia		

Send signed form to #15, Assistant Superintendent/Education, for approval.

Assistant Superintendent's Signature:		Date:	12/14/12
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Following approval, the completed application will be returned to the school principal.

**APPLICATION FOR STUDENT-INITIATED,
NON-CURRICULUM RELATED ORGANIZATION**

School:	Katella High School	Date of Application:	Nov 6 th , 2012
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

1. The meetings may not interfere with the orderly operation of the school.
2. The meetings must be open to all students without regard to gender, ethnicity, religion or national origin.
3. School employees may not promote, lead or participate in the meetings.
4. Non-school persons may not direct, conduct, control, or regularly attend the meetings of the student groups.
5. No school system funds may be spent on behalf of the student groups, except for the cost of providing space for the group meetings.

To apply for status as a student-initiated, non-curriculum group, complete the following:

Name of proposed group:

Chess Club

Purpose of the group:



<ul style="list-style-type: none"> • To evoke critical thinking skills • Learn to plan, create, and analyze strategy • Strengthen memorization, and to analyze patterns • And just to have fun playing Chess
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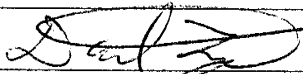
Frequency of group meetings:

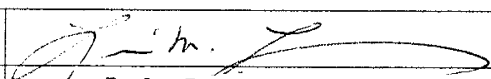
Weekly

Proposed meeting day, time and location:

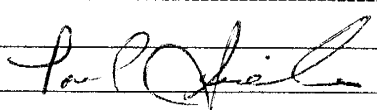
Day:	Thursday	Time:	Afterschool(2:45)	Location:	Room:152
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Applicant's Signature:			Date:	Nov 6 th , 2012
Printed Name:	Jesse Perez-Razo	Brian Khiv		

Advisor's Signature:		Date:	06 NOV 2012
Printed Name:	Daniel Leanza		

Principal's Signature:		Date:	11/12/12
Printed Name:	Luis Lopez		

Send signed form to #15, Assistant Superintendent/Education, for approval.

Assistant Superintendent's Signature:		Date:	11/13/12
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Following approval, the completed application will be returned to the school principal.

Anaheim Union High School District
 Education Division
**APPLICATION FOR STUDENT-INITIATED,
 NON-CURRICULUM RELATED ORGANIZATION**
 CLICK AND ENTER DATA

School:	Magnolia High School	Date of Application:	November 14th, 2012
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

1. The meetings may not interfere with the orderly operation of the school.
2. The meetings must be open to all students without regard to gender, ethnicity, religion or national origin.
3. School employees may not promote, lead or participate in the meetings.
4. Non-school persons may not direct, conduct, control, or regularly attend the meetings of the student groups.
5. No school system funds may be spent on behalf of the student groups, except for the cost of providing space for the group meetings.

To apply for status as a student-initiated, non-curriculum group, complete the following:

Name of proposed group:

In-D Gaming

Purpose of the group (Please describe thoroughly):

The purpose of the group is to inform students and work together to experience the fundamentals of game design and development process, such as programming, level editing, 2D art, 3D art, and audio creation. The group also provides a friendly community for recreational computer gaming.
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Frequency of group meetings:

Once a week

Proposed meeting day, time and location:

Day:	Thursday	Time:	Lunch	Location:	Room 802 Mr. Luckey's Class
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Applicant's Signature:	<i>Caleb Zepeda</i>	Date:	11/15
Printed Name:	Caleb Zepeda		

Advisor's Signature:	<i>Phil Luckey</i>	Date:	11/15
Printed Name:	Phil Luckey		

Principal's Signature:	<i>Robert Cunard</i>	Date:	11-28-12
Printed Name:	Robert Cunard		

Send signed form to #15, Assistant Superintendent/Education, for approval.

Assistant Superintendent's Signature:	<i>Paul Steiner</i>	Date:	11/28/12
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Following approval, the completed application will be returned to the school principal.

Anaheim Union High School District
 Education Division
**APPLICATION FOR STUDENT-INITIATED,
 NON-CURRICULUM RELATED ORGANIZATION**
 CLICK AND ENTER DATA

School:	Orangeview JHS	Date of Application:	November 2012
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

1. The meetings may not interfere with the orderly operation of the school.
2. The meetings must be open to all students without regard to gender, ethnicity, religion or national origin.
3. School employees may not promote, lead or participate in the meetings.
4. Non-school persons may not direct, conduct, control, or regularly attend the meetings of the student groups.
5. No school system funds may be spent on behalf of the student groups, except for the cost of providing space for the group meetings.

To apply for status as a student-initiated, non-curriculum group, complete the following:

Name of proposed group:

OV Club Live

Purpose of the group (Please describe thoroughly):

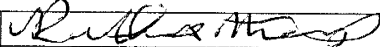
Positive extra-curricular activities that develop leadership skills and improve school community.

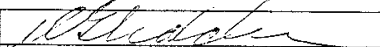
Frequency of group meetings:

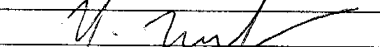
Once a week

Proposed meeting day, time and location:

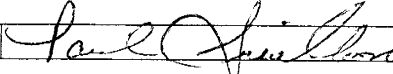
Day:	Friday	Time:	12 - 12:30	Location:	Room 26
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Applicant's Signature:		Date:	Nov. 2012
Printed Name:	Ruthie Mendez		

Advisor's Signature:		Date:	Nov. 2012
Printed Name:	Dana Glidden		

Principal's Signature:		Date:	Nov. 2012
Printed Name:	Yousef Nasouf		

Send signed form to #15, Assistant Superintendent/Education, for approval.

Assistant Superintendent's Signature:		Date:	12-14-12
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Following approval, the completed application will be returned to the school principal.

Anaheim Union High School District
 Education Division
**APPLICATION FOR STUDENT-INITIATED,
 NON-CURRICULUM RELATED ORGANIZATION**

School:	South Junior High School	Date of Application:	11/7/12
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

1. The meetings may not interfere with the orderly operation of the school.
2. The meetings must be open to all students without regard to gender, ethnicity, religion or national origin.
3. School employees may not promote, lead or participate in the meetings.
4. Non-school persons may not direct, conduct, control, or regularly attend the meetings of the student groups.
5. No school system funds may be spent on behalf of the student groups, except for the cost of providing space for the group meetings.

To apply for status as a student-initiated, non-curriculum group, complete the following:

Name of proposed group:

South Junior High School Christian Club

Purpose of the group (Please describe thoroughly):

To have during lunch a place for students to dialogue about the Christian faith through hearing messages, watching videos, prayer, serving the community, etc...
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Frequency of group meetings:

Approximately once a week.

Proposed meeting day, time and location:

Day:	W	Time:	Lunch	Location:	Room 603
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Applicant's Signature:	<i>Angel Miranda</i>	Date:	11/7/12
Printed Name:	Angel Miranda		

Advisor's Signature:	<i>Jeff Kim</i>	Date:	11/7/12
Printed Name:	Jeff Kim		

Principal's Signature:	<i>Carlos Hernandez</i>	Date:	11/9/12
Printed Name:	Carlos Hernandez		

Send signed form to #15, Assistant Superintendent/Education, for approval.

Assistant Superintendent's Signature:	<i>Paul [Signature]</i>	Date:	11/14/12
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Following approval, the completed application will be returned to the school principal.

Anaheim Union High School District
Education Division
**APPLICATION FOR STUDENT-INITIATED,
NON-CURRICULUM RELATED ORGANIZATION**

CLICK AND ENTER DATA

School:	South Junior High School	Date of Application:	December 10, 2012
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

1. The meetings may not interfere with the orderly operation of the school.
2. The meetings must be open to all students without regard to gender, ethnicity, religion or national origin.
3. School employees may not promote, lead or participate in the meetings.
4. Non-school persons may not direct, conduct, control, or regularly attend the meetings of the student groups.
5. No school system funds may be spent on behalf of the student groups, except for the cost of providing space for the group meetings.

To apply for status as a student-initiated, non-curriculum group, complete the following:

Name of proposed group:

South's Minecraft Club

Purpose of the group (Please describe thoroughly):

The club will meet to play and discuss the game Minecraft. The game is known as an "open sandbox" game in which players can cooperatively build and design their world. Part of the design can be to do puzzles, mazes, games, and replicate any structure. Everything in the Minecraft world has to be mined/harvested and the players must work together to build everything.

The nature of the game provides the students a chance to work together and design anything from a house to a large city; whether it's an original structure or replicate one from the real world.

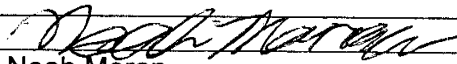
For more information regarding the game: www.minecraft.net

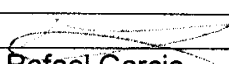
Frequency of group meetings:

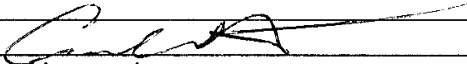
Once a week after school.

Proposed meeting day, time and location:

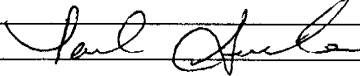
Day:	Thursday	Time:	2:20	Location:	Computer Classroom.
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Applicant's Signature:		Date:	12/10/12
Printed Name:	Noah Moran		

Advisor's Signature:		Date:	12/10/12
Printed Name:	Rafael Garcia		

Principal's Signature:		Date:	12/11/12
Printed Name:	Carlos Hernandez		

Send signed form to #15, Assistant Superintendent/Education, for approval.

Assistant Superintendent's Signature:		Date:	12-13-12
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Following approval, the completed application will be returned to the school principal.

Anaheim Union High School District
 Education Division
**APPLICATION FOR STUDENT-INITIATED,
 NON-CURRICULUM RELATED ORGANIZATION**

School:	Walker Junior High School	Date of Application:	11/7/2012
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

1. The meetings may not interfere with the orderly operation of the school.
2. The meetings must be open to all students without regard to gender, ethnicity, religion or national origin.
3. School employees may not promote, lead or participate in the meetings.
4. Non-school persons may not direct, conduct, control, or regularly attend the meetings of the student groups.
5. No school system funds may be spent on behalf of the student groups, except for the cost of providing space for the group meetings.

To apply for status as a student-initiated, non-curriculum group, complete the following:

Name of proposed group:

Jr. Vikings Leadership Club

Purpose of the group (Please describe thoroughly):

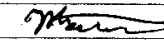
To help students develop as current and future leaders of Walker Jr. High School and the community. Emphasis will be on Life Skills, Mentoring, Gang & Drug Prevention, Volunteering & School Beautification, Community Assistance, Problem Solving, Bullying, and Productive Networking.

Frequency of group meetings:

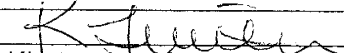
Once a week

Proposed meeting day, time and location:

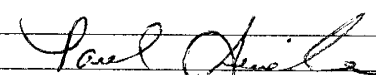
Day:	Thursdays	Time:	11:45am	Location:	Walker Jr. HS (Room 28)
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Applicant's Signature:		Date:	11/7/2012
(Student) Printed Name:	Mena S. Khozam & Mark S. Roman		

Advisor's Signature:		Date:	11/7/2012
Printed Name:	Ruben Martinez		

Principal's Signature:		Date:	11/7/2012
Printed Name:	Kirsten Levitin		

Send signed form to #15, Assistant Superintendent/Education, for approval.

Assistant Superintendent's Signature:		Date:	11/30/12
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Following approval, the completed application will be returned to the school principal.

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

**NATIONAL SCHOOL COUNSELING WEEK
FEBRUARY 4-8, 2013**

RESOLUTION NO. 2012/13-HR-07

January 24, 2013

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

Whereas, school counselors are employed in public and private schools to help students reach their full potential; and

Whereas, school counselors are actively committed to helping students explore their abilities, strengths, interests, and talents as these traits relate to career awareness and development; and

Whereas, school counselors help parents focus on ways to further the educational, personal and social growth of their children; and

Whereas, school counselors work with teachers and other educators to help students explore their potential and set realistic goals for themselves; and

Whereas, school counselors seek to identify and utilize community resources that can enhance and complement comprehensive school counseling programs and help students become productive members of society; and

Whereas, comprehensive developmental school counseling programs are considered an integral part of the educational process that enables all students to achieve success in school;

Now, Therefore, Be it Proclaimed, that the Board of Trustees of the Anaheim Union High School District observes February 4-8, 2013, as National School Counseling Week.

Passed and adopted this 24th day of January 2013, by the Governing Board of the Anaheim Union High School District of Orange County, California.

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees, on January 24, 2013, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

I, Elizabeth Novack, Superintendent of the Anaheim Union High School District, Orange County, California, and Secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board of Trustees at the regular meeting thereof held on the 24th day of January 2013, and passed by a roll call vote of all members of said Board of Trustees.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 24th day of January 2013.

Elizabeth I. Novack, Ph.D.
Superintendent and Secretary to the
Board of Trustees

Anaheim Union High School District 2012-2013

EXHIBIT T 4

Student/Teacher Calendar

(Revised with Furlough Days)

July 2012					November 2012					March 2013				
2	3	4*	5	6				1	2					1
9	10	11	12	13	5	6	7	8	9	4	5	6	7	8
16	17	18	19	20	12*	13	14	15	16	11	12	13	14	15
23	24	25	26	27	19	20	21	22*	23*	18	19	20	21	22
30	31				26	27	28	29	30	25	26	27	28	29<
August 2012					December 2012					April 2013				
		1	2	3	3	4	5	6	7	1	2	3	4	5*
6	7	8	9	10	10	11	12	13	14	8	9	10	11	12
13	14	15	16	17	17	18	19	20	21	15	16	17	18	19
20	21	22	23^	24+	24*	25*	26	27	28	22	23	24	25	26
27	28	29	30	31	31*					29	30			
September 2012					January 2013					May 2013				
3*	4	5	6	7		1*	2	3	4			1	2	3
10	11	12	13	14	7	8	9	10	11	6	7	8	9	10
17	18	19	20	21	14	15	16	17	18	13	14	15	16	17
24	25	26	27	28	21*	22	23	24<	25+	20	21	22	23	24
					28	29	30	31		27*	28	29	30	31
October 2012					February 2013					June 2013				
1	2	3	4	5					1	3	4	5	6	7
8^	9	10	11	12	4	5	6	7	8	10	11	12<	13+	14
15	16	17	18	19	11*	12	13	14	15++	17	18	19	20	21
22	23	24	25	26<	18*	19	20	21	22	24	25	26	27	28
29	30	31			25	26	27	28						



School Begins



Non-Student/Non-Teacher Day

Holidays

Non-Student/Non-Teacher Day (Furlough)

+ Teacher Day; No Students

++ Staff Development Day – No students

< End of the Quarter or Semester
And Minimum Day for Students

— Underlined Days (June 13-19) are subject to change
to regular school days if it becomes necessary to
bring the total school days up to State minimum.

Quarter	Days	Dates			
1	43	Aug	27	--	Oct 26
2	47	Oct	29	--	Jan 24
3	42	Jan	28	--	Mar 29
4	47	Apr	8	--	Jun 12

179 Student Days

183 Teacher Days

Progress Reports Due at
8:30 a.m. at the site on:

September 28

December 7

March 1

May 10

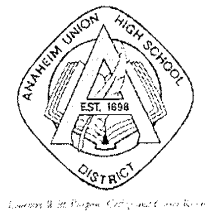
Grades Due at 8:00 a.m.
at the site on:

October 31

January 30

April 10

June 12



December 18, 2012

Todd Brown
Child Shuttle
2166 W. Broadway, #535
Anaheim, CA 92804

Dear Mr. Brown:

RE: Bid #2009-04 Individualized Transportation Services

The above referenced bid contains a clause which allows the contract to be extended for another year, if mutually agreed to, which covers the period December 12, 2012 through December 11, 2013.

Our School Claims of Orange County Department of Education require that we have this renewal agreement in writing. This is the fifth year of a five-year contract.

Please sign and return this letter of renewal upon receipt to avoid any delay in payment to you.

This renewal continues the rate in subject bid and all terms and conditions remain the same.

Sincerely,

Brad Minami
Director of Purchasing and Central Services

CONTRACTOR NAME: CHILD SHUTTLE

ANAHEIM UNION HIGH SCHOOL DISTRICT

SIGNATURE: TTS

Dianne Poore, Assistant Superintendent Business

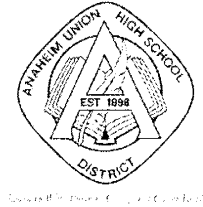
PRINT NAME: Todd Brown

DATE: _____

ADDRESS: 420 S Euclid Ave Anaheim

Approved by the Governing Board

PHONE NO.: 714 999 2881



December 18, 2012

Mr. Charles Lantz, Director of Sales
Yellow Cab of Greater Orange County
1619 E. Lincoln Avenue
Anaheim, CA 92805

Dear Mr. Lantz:

RE: Bid #2009-04 Individualized Transportation Services

The above referenced bid contains a clause which allows the contract to be extended for another year, if mutually agreed to, which covers the period December 12, 2012 through December 11, 2013.

Our School Claims of Orange County Department of Education require that we have this renewal agreement in writing. This is the fifth year of a five-year contract.

Please sign and return this letter of renewal upon receipt to avoid any delay in payment to you.

This renewal continues the rate in subject bid and all terms and conditions remain the same.

Sincerely,

Brad Minami
Director of Purchasing and Central Services

CONTRACTOR NAME: **YELLOW CAB OF
GREATER ORANGE
COUNTY**

ANAHEIM UNION HIGH SCHOOL DISTRICT

SIGNATURE

Dianne Poore, Assistant Superintendent Business

PRINT NAME:

CHARLES LANTZ

DATE: _____

ADDRESS:

1619 E. LINCOLN

Approved by the Governing Board

PHONE NO.:

714-865-0648



CITY OF ANAHEIM

APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

APPLICATION	<input checked="" type="checkbox"/> Budget, Investment & Technology Commission	<input type="checkbox"/> Library Board
	<input type="checkbox"/> Community Center Authority*	<input type="checkbox"/> Park and Recreation Commission
	<input type="checkbox"/> Community Services Board	<input type="checkbox"/> Planning Commission*
	<input type="checkbox"/> Cultural & Heritage Commission	<input type="checkbox"/> Public Utilities Board*
	<input type="checkbox"/> Golf Commission	<input type="checkbox"/> Senior Citizen Commission
	<input type="checkbox"/> Housing & Community Dev. Comm.*	<input type="checkbox"/> Workforce Investment Board

A separate application should be submitted for each Board/Commission you are interested in serving on.

NAME: Maurice Turner PHONE: (714) 687-1805

MAILING ADDRESS: 777 S. Kroeger St.

BUSINESS PHONE: _____

ARE YOU A RESIDENT OF THE CITY OF ANAHEIM? YES NO

ARE YOU A ELIGIBLE TO VOTE? YES NO

HAVE YOU PREVIOUSLY SERVED ON A CITY BOARD OR COMMISSION? YES NO

IF YES, WHICH ONE(S) AND DATES: _____

ARE YOU A PAID EMPLOYEE OF THE CITY OF ANAHEIM? YES NO

IF YES, WHICH ONE(S) AND DATES: _____

EDUCATIONAL BACKGROUND:

University of Southern California - Master of Public Administration; Concentration, Civic Engagement
California State University, Fullerton - Bachelor of Arts, Political Science; Minor, Sociology

WHAT ARE THE QUALIFICATIONS/STRENGTHS OR EXPERIENCE RELEVANT TO THE BOARD OR COMMISSION DESIRED?

As a Colony Park HOA board member & active participant in the Neighborhood Council since 2008 I have been able to make a positive impact on the issues of graffiti, scavenging, & abandoned shopping carts in my district.



CITY OF ANAHEIM
APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

REASONS YOU ARE INTERESTED IN SERVING ON THIS BOARD:

As a home-owner in Colony Park I have experienced the benefits redevelopment. The continuing redevelopment efforts in Downtown have piqued my interest in development throughout the City. I recognize that Anaheim is larger than one district & I am interested in becoming involved on a larger scale.

If additional space is needed or you desire to provide other information, please attach additional sheets of paper.

Signed: _____ Date: 5/17/010

Read Carefully

*Certain Board/Commission appointees are subject to filing annual Statements of Economic Interest pursuant to provisions of the California Political Reform Act of 1974, as amended. Please contact the City Clerk's Office for further information.

Board, Commission and Authority Members, other than Planning Commission, Workforce Investment Board, Public Utilities Board, are not eligible for reimbursement for any expenses incurred in the performance of their official duties.

The preceding information is subject to public inspection pursuant to applicable provisions of the California Public Records Act.

Return to: Office of the City Clerk
City of Anaheim
200 South Anaheim Blvd., Ste. 217
Anaheim, California 92805
Our Office Hours are Monday -- Friday 8am-5pm.
Telephone: (714) 765-5166

CITY OF ANAHEIM

SUPPLEMENTAL INFORMATION (Please attach your resume)

City of Newport Beach (General Services)

Administrative Analyst

Jan 2008 - Current

Primary department budget representative responsible for \$29 million budget

Oversight of numerous service contracts ranging in annual value from under \$5,000 to over \$1 million

Processing of Council & Committee Agenda items including research & production of presentations & staff reports

Research, analysis, and reporting on special issues, projects as assigned (memos, presentations, online media)

Supervision of administration staff including active task management with an emphasis on providing opportunities for growth

Lead involvement in numerous city-wide special projects including Budget Task Force, Website Redesign, & Benchmarking

Demonstrated willingness & ability to work with colleagues in other departments & municipalities to overcome challenges

EarthLink (Municipal Networks)

Senior Field Support Engineer

Jun 2006 – Dec 2007

Responsible for primary technical support (documentation, testing, repair) of Anaheim's city-wide wireless network, including maintenance of over 1,500 network elements in accordance with vendor contracts & service level agreements

Management of business relationships between multiple vendors and customers, including various city departments

Acting technical liaison providing local expertise in support of sales and marketing business units, special events

Stanislaus County (Chief Executive Office)

Assistant Management Consultant

Jul 2005 – Jun 2006

Management of county-wide technology-related economic development programs and initiatives including:

Regional Technology Fair, Community Web Portal, Free Computer Classes, Community Access, E-gov Strategies Taskforce

Review of Board of Supervisor Agenda items for eight departments

Research, analysis, and reporting on special issues, projects as assigned (surveys, memos, presentations, media)

Facilitation of community involvement in unincorporated areas of county via cross-sector coalition building

Macias Consulting Group, Inc.

Junior Consultant (Temporary)

Oct 2004 – Feb 2005

Assisted in the development and production of numerous proposals in response to municipal RFP's

Provided assistance in conducting Electronic Data Processing Reviews

Maintenance of qualification and client reference master files

Completed over 12 hours of Continuing Professional Education in Accounting, Auditing and Management

Center for Democracy & Technology

Policy Intern

Jun 2003 – Aug 2003

Developed methodology for report on spam e-mail in an effort to educate policymakers and stakeholders

Gained expertise on spam e-mail, consumer privacy laws, free speech, and data security via Congressional hearings, stakeholder meetings, and independent research

Recognized with the Minority Fellowship Award for outstanding achievement and potential in the field of policy

Recognized with the Minority Fellowship Award for outstanding achievement and potential in the field of policy

Coro Foundation

Public Affairs Fellow

Sep 2001 – May 2002

Developed valuable group-process skills in the public, business, labor, non-profit, media, and political sectors

Participated in successful individual and group presentations to wide target-audiences

Trained in organizational & individual analyses, negotiating, communicating, and interviewing techniques in order to quickly and effectively gather relevant and confidential information

Contributed to the publication of the Coro Leadership Review; the CLR was the year-long fellow project designed to define,

measure, and impact civic engagement in the city of Los Angeles

Researched, gathered, & summated academic and in-field data related to the CLR

Researched, gathered, & summated academic and in-field data related to the CLR

Supporting Experiences

CSUF Certificate in Public Employee Leadership Development for Public Agencies (2010)

Municipal Management Association of Southern CA, Region Co-chair & Conference Committee Member (2008 – current)

Colony Park Home Owners Association, Treasurer (2008 – current)

Anaheim Citizen Emergency Response Team (CERT) Training, Participant (2006-current)



Donations

<u>Location</u>	<u>Donated By</u>	<u>Item</u>
District	John and Mary Douglas	\$50 for "Bring Back the Splash"
	Larry and Georgette Larsen	\$100 for "Bring Back the Splash"
	Paul Kott Realtors, Inc.	\$500 for "Bring Back the Splash"
	James "Ross" Johnson	\$500 for "Bring Back the Splash"
	Don Vary	\$184 for "Bring Back the Splash"
Hope	ABCO Drilling, Inc.	\$250
	AFD Industries	\$500
	Alert Insulation Co., Inc.	\$500
	Barnett, Linda R.	\$500
	DFW Motel Supply and Textiles	Five (5) dozen towels
	Elevator Equipment Corporation	\$50
	Erickson, Donna and Robert	\$300
	EMS Group Incorporated	\$250
	Friends of Families	\$2,000
	Gregg Steinhafel Target CEO	\$319.41
	Jones Lang Lasalle Americas	\$1,000
	Kroger	\$31.53
	Larry Jones	\$250
	Loyal Order Moose Club #1945	\$2,500
	Martin Raygoza	\$250
Maxton	\$50	

	Mitsubishi Electric America	\$8,102.05
	Mitsubishi Electric & Electronics	\$280
	Mitsubishi Electric Active Committee	\$2,422.05
	Mitsubishi Electric America Foundation	\$200
	Physical Distribution Center	\$1,000
	R.J. Electric	\$259
	Turelk General Building Contractors	\$1,000
Lexington	Lexington Foundation	\$1,879.63 to ASB
		\$1,253.09 to Academic Pentathlon
		\$626.54 to Physical Education Department
		\$7,000 to general budget for copier
	Doug Coombs	\$626.54 to the library 40 gray linoleum squares 4 tubes block printing ink 3 sets block printing ink
	Jeff Cornelius	Apple iPod Touch digital player
	Anita Dunham	Samsung Galaxy Note Tablet Cinema folio case
	Sandy Fernandez	Asus Transformer Pad Tablet
	Sandy Galvin	iHome computer speaker system iPod Touch digital player Asus Transformer Pad Tablet Livescribe Echo Smartpen Livescribe single subject notebook numbers

		Livescribe digital voice recorder accessory kit Refurbished iPad 2
		Ambir Travel Scan Pro Scanner
		Asus Eee PC Netbook
	Steve Graves	Flute plastic case Clarinet plastic case Alto sax case
	Sharon Hughes	Two (2) Samsung Galaxy Note Tablet
	Michael Lujan	Samsung Galaxy Note Tablet
	Van Mai	Samsung 15.6 laptop Insignia 2.0 computer speakers
	Mitsubishi Corporation	\$250
	Clint Perales	Samsung Galaxy Note Tablet
	Marianne Stewart	4 dance kits, ribbon wands
	Amber Zisko	Samsung Galaxy Note Tablet
South	Dick Blick	\$540 of art materials
Sycamore	8th Continent Soymilk's Looking Good Feeling Good Sweepstakes and the Regan Group	\$1,000 for the Physical Education Program
	Carina Sanchez-Soto	\$250 to the Sycamore AVID and College Club programs
	Northgate Gonzalez Market	\$100 in gift certificates
Walker	Wells Fargo Foundation	\$75
	Vicki Tanabe	\$75

**Declaring Certain Furniture as Unusable, Obsolete, and/or
Out-of-Date and Ready for Sale, or Destruction**

Quantity	Description
2	AUDIO VISUAL CARTS
5	BOOK CASES
4	METAL CABINETS
1	OVERHEAD CART
32	PICTURE FRAMES
1	REFRIGERATOR
3	TABLES
6	TEACHER DESKS
1	TELEVISION CART
2	WALKER
1	WHEELCHAIR

**Declaring Certain Equipment as Unusable, Obsolete, and/or
Out-of-Date and Ready for Sale, or Destruction**

Quantity	Type of Equipment
4	CALCULATORS
1	CASSETTE PLAYER
3 BOXES	CD DRIVES AND MISC. COMPUTER PARTS
63	COMPUTERS
1	COPIER
1	DVD PLAYER
1	ELECTRIC TYPEWRITER
1	FAX
1	KEYBOARD / SMARTBOARD
22	KEYBOARDS
2	LAPTOPS
1	LCD LIGHT BULB
5	LCD MONITORS
4	LCD PROJECTORS
1	MANNEQUIN RESUSCITATOR
26	MONITORS

1	MOUSE
2	OVERHEAD PROJECTORS
35	PRINTERS
6	SCANNERS
3	TELEVISIONS
1	TEXT RECOGNITION SCANNER
291	TWO-WAY HAND HELD RADIOS
304	TWO-WAY HAND HELD RADIO CHARGERS (INCLUDING WALL CHARGERS)
1	TWO-WAY HAND HELD RADIO STAND
2	TYPEWRITERS
1	VCR

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

Description*	Quantity	Publication Date	General Condition	Reason for Disposition	Compliant with Current Instructional Standards (Yes or No) **
VARIOUS MATH BOOKS					
Algebra 1	40	Outdated	Fair	Obsolete	No To be sold
Algebra 2	71	Outdated	Fair	Obsolete	No To be sold
VARIOUS READING AND GRAMMAR BOOKS					
English Grammar / Composition	29	Outdated	Fair	Obsolete	No To be sold
Fearon Basic English	9	Outdated	Fair	Obsolete	No To be sold
Fearon English Composition	13	Outdated	Fair	Obsolete	No To be sold
Fearon Grammar Composition	3	Outdated	Fair	Obsolete	No To be sold
Read 180 Manual / Disk	1	Outdated	Fair	Obsolete	No To be sold
Teaching Reading Teach	1	Outdated	Fair	Obsolete	No To be sold
VHS Tape – Read 180 Various	1	Outdated	Fair	Obsolete	No To be sold
VARIOUS LITERATURE BOOKS					
Animal Farm	13	Outdated	Fair	Obsolete	No To be sold
Lord of the Flies	1	Outdated	Fair	Obsolete	No To be sold
Prentice Hall Literature	1	Outdated	Fair	Obsolete	No To be sold
To Kill a Mockingbird	13	Outdated	Fair	Obsolete	No To be sold

VARIOUS LIBRARY BOOKS					
American Heritage Dictionary	1	Outdated	Fair	Obsolete	No To be sold
Misc. Library Books	907	Outdated	Fair	Obsolete	No To be sold

*Books have been viewed by the Education Division and deemed unusable, obsolete, and/or out-of-date, damaged, and ready for sale, or destruction.	**If not sold, will be destroyed.
---	-----------------------------------

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
AAA ELECTRIC MOTOR SA	V6400033	4355	57.12	57.12	00107755V6410193 7706 64 6435257321856165
ALVARADO, JAVIER	V6410050	5220	36.08	36.08	00107756
B AND K ELECTRIC WHOL	V6400623	4355	411.82	411.82	00107757
BLICK ART MATERIALS	V6401357	4310	618.90	618.90	00107758
BSN SPORTS	V6400615	4310	6,871.88	6,871.88	00107759
CADA CENTRAL	V6400658	5210	740.00	740.00	00107760
CALIFORNIA COMMERICAL	V6400682	4355	198.05	198.05	00107761
CARSON SUPPLY CO	V6400788	4347	1,318.01	1,318.01	00107762
CCP INDUSTRIES INC	V6400816	9320	500.72	500.72	00107763
CEMEX	V6404364	5610	674.53	674.53	00107764
CERTIFIED ART SUPPLY	V6400850	9320	2,121.81	2,121.81	00107765
CHRISTIAN COMPANY INC	V6400919	4355	1,120.53	1,120.53	00107766
CONTINENTAL CHEMICAL	V6409578	9320	3,178.63	3,178.63	00107767
D. HAFTMAN CO. INC.	V6405405	9320	1,562.38	1,562.38	00107768
DEUSTER COMPANY	V6411154	4310 4410	208.95 669.00	877.95	00107769
DUNN EDWARDS PAINTS	V6401448	4355	777.84	777.84	00107770
ECONOMY RENTALS INC	V6401478	5620	279.40	279.40	00107771
EXPRESS PIPE AND SUPP	V6401644	4355	218.10	218.10	00107772
NTH GENERATION COMPUT	V6411156	6490	71,082.22	71,082.22	00107773
STAPLES ADVANTAGE	V6410116	4320	12.12	12.12	00107774
*** CHECK GAP ***					
AAA ELECTRIC MOTOR SA	V6400033	4347	32.39	32.39	00107777

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
ACS BILLING SERVICE	V6400072	5580	3,365.12	3,365.12	00107778
AT AND T MCI	V6406157	5918	37.05	37.05	00107779
CITY OF ANAHEIM	V6400957	5520	81,526.25	115,669.71	00107780
		5530	21,996.57		
		5580	12,146.89		
COCO PRINTING AND GRA	V6410045	4320	1,646.43	1,646.43	00107781
COMMUNICATIONS CENTER	V6401037	5610	883.27	883.27	00107782
CREATIVE BUS SALES	V6409840	4376	2,032.72	2,032.72	00107783
DIGITAL ELECTRIC INC.	V6410370	6165	1,000.00	1,000.00	00107784
ECONOMY RENTALS INC	V6401478	4355	32.00	32.00	00107785
ENCORP	V6409154	5610	1,892.50	1,892.50	00107786
FIVE STAR RUBBER STAM	V6405116	4320	71.68	71.68	00107787
GANAHL LUMBER CO	V6401804	4347	269.36	1,232.43	00107788
		4355	963.07		
GASELPA	V6406517	5805	5,179.47	5,179.47	00107789
GRAINGER	V6404982	4355	614.82	614.82	00107790
ICS SERVICE CO.	V6406452	5620	30.00	30.00	00107791
IMAGE APPAREL FOR BUS	V6402628	4345	141.61	141.61	00107792
INLAND TOP SOIL	V6402153	4347	436.39	436.39	00107793
JACKSONS A S BREA	V6406346	4347	260.91	260.91	00107794
LAW OFFICES OF KATHLE	V6402525	5821	8,000.00	8,000.00	00107795
LEONARD CHAIDEZ TREE	V6402714	5610	3,360.00	3,360.00	00107796
MAGNOLIA HIGH SCHOOL	V6402920	5810	3,759.00	3,759.00	00107797
MARTINESCU, JOSEPHINE	V6402432	5210	790.57	790.57	00107798

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
SAFETY KLEEN	V6404072	4347	335.11	335.11	00107799
SO CAL OFFICE TECHNOL	V6406339	5620	495.65	495.65	00107800
STAPLES ADVANTAGE	V6410116	4310	172.15	172.15	00107801
TURF STAR INC	V6404805	4347	2,574.76	2,574.76	00107802
US AIR CONDITIONING D	V6404317	4347	124.99	124.99	00107803
*** CHECK GAP ***					
A1 FLOORING	V6400031	4355	220.00	220.00	00107805
ACOUSTICAL MATERIAL S	V6400070	4355	223.37	223.37	00107806
B AND K ELECTRIC WHOL	V6400623	4355	185.33	185.33	00107807
CALIFORNIA COMMERCIAL	V6400682	4355	404.07	404.07	00107808
CARSON SUPPLY CO	V6400788	4347	2,239.63	2,239.63	00107809
CEMEX	V6404364	5610	622.27	622.27	00107810
CHRISTIAN COMPANY INC	V6400919	4347	73.26	73.26	00107811
CRYSTAL GLASS AND MIR	V6401153	4355	636.89	636.89	00107812
ECONOMY RENTALS INC	V6401478	5620	687.63	687.63	00107813
EDUCATIONAL TESTING S	V6401522	4310	100.00	100.00	00107814
EWING IRRIGATION PROD	V6401634	4347	494.60	494.60	00107815
EXPRESS PIPE AND SUPP	V6401644	4355	232.08	232.08	00107816
GANAHL LUMBER CO	V6401804	4355	995.49	995.49	00107817
GEARY PACIFIC SUPPLY	V6401824	4347	227.43	227.43	00107818
GRAINGER	V6404982	4355	743.83	743.83	00107819
GUNTHERS ATHLETIC SER	V6401962	5630	501.42	501.42	00107820

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
HAAN CRAFTS LLC	V6401974	4310	651.94	651.94	00107821
HOME DEPOT	V6405234	4347 4355	105.26 1,773.53	1,878.79	00107822
HOUGHTON MIFFLIN COMP	V6402084	4150	1,631.23	1,631.23	00107823
HOWARD INDUSTRIES	V6402088	4347	119.00	119.00	00107824
HP DIRECT	V6408671	4410	3,958.01	3,958.01	00107825
IMPERIAL PRODUCTS INC	V6402137	4355	258.45	258.45	00107826
ORVAC ELECTRONICS	V6403479	4355	361.94	361.94	00107827
PEARSON EDUCATION	V6403609	4150	1,669.37	1,669.37	00107828
PENNER PARTITIONS INC	V6403625	4355	263.98	263.98	00107829
REFRIGERATION SUPPLIE	V6403873	4347	423.19	423.19	00107830
RELIABLE OFFICE SUPPL	V6403890	4320	111.14	111.14	00107831
RIDDLE APPLIANCE AND	V6406711	5610	79.00	79.00	00107832
RIV OR COUNTIES PUMP	V6409881	5610	5,355.19	5,355.19	00107833
RUSSELL SIGLER INC.	V6410420	4347	161.00	161.00	00107834
SAN JOAQUIN COUNTY OF	V6408110	5880	3,945.75	3,945.75	00107835
SCHOOL SERVICES OF CA	V6404171	5810	3,120.00	3,120.00	00107836
SCHORR METALS INC	V6404179	4355	212.97	212.97	00107837
SIGNS AND SUPPLIES	V6410977	4355	620.64	620.64	00107838
SMART AND FINAL IRIS	V6404306	4310	85.53	85.53	00107839
SOLUTION TREE	V6403277	4210	1,626.47	1,626.47	00107840
TORO AIRE INC	V6408584	4347	19.40	19.40	00107841
VAVRINEK TRINE DAY	V6404910	5820	13,984.00	13,984.00	00107842

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
WARD'S NATURAL SCIENC	V6404999	4310	29.53	29.53	00107843
WESTGROUP DESIGNS	V6409776	5880	2,325.00	2,325.00	00107844
*** CHECK GAP ***					
ITALIAN GALLERIA AND	V6411189	4320	3,232.50	3,232.50	00107851
JETT, ROBERT CARL	V6411182	5810	5,000.00	5,000.00	00107852
SIMPLEXGRINELL	V6404290	5610	3,462.35	3,462.35	00107853
A AND W ELECTRIC MOTO	V6400015	5610	535.29	535.29	00107854
ANAHEIM HIGH SCHOOL	V6400260	8699	680.75	680.75	00107855
B AND M LAWN AND GARD	V6400423	4347 4410	1,884.99 920.00	2,804.99	00107856
BALL JR HIGH SCHOOL	V6400433	8699	450.82	450.82	00107857
BARNES AND NOBLE	V6400450	4210	964.52	964.52	00107858
BJ BINDERY	V6411113	4310 5712	10,762.81 0.19	10,763.00	00107859
BROOKHURST JUNIOR HIG	V6400602	8699	680.56	680.56	00107860
CAL LIFT INC	V6400664	5610	90.30	90.30	00107861
CALIFORNIA DEPT. OF J	V6400689	5880	3,197.00	3,197.00	00107862
CART MAN INC, THE	V6404668	5610	208.18	208.18	00107863
CENGAGE LEARNING	V6404723	4310	1,470.00	1,470.00	00107864
CHADD	V6409035	5210	330.00	330.00	00107865
CITY OF ANAHEIM	V6400957	5520 5530 5580	166,591.81 13,669.07 15,149.72	195,410.60	00107866
COCO PRINTING AND GRA	V6410045	4320	2,161.47	2,161.47	00107867

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
COMMUNICATIONS CENTER	V6401037	5610	135.00	135.00	00107868
CYPRESS HS ASB	V6405640	8699	805.22	805.22	00107869
DALE JUNIOR HIGH ASB	V6405581	8699	245.09	245.09	00107870
DON SPROUL COMPANY	V6410227	4310	559.22	559.22	00107871
EXPERTS EXCHANGE	V6410160	5880	1,699.00	1,699.00	00107872
FIVE STAR RUBBER STAM	V6405116	4320	22.59	22.59	00107873
FOLLETT EDUCATIONAL S	V6401724	4150	7,923.41	7,923.41	00107874
GAIL MATERIALS	V6401793	4347	3,708.63	3,708.63	00107875
GIANNI'S PIZZA	V6410637	5880	498.40	498.40	00107876
GILBERT HIGH SCHOOL	V6407727	8699	9.62	9.62	00107877
GOLDEN WEST MEDICAL C	V6401892	5810	1,071.00	1,071.00	00107878
HP DIRECT	V6408671	4310	68.96	68.96	00107879
ICS SERVICE CO.	V6406452	5620	528.00	528.00	00107880
IDEAS UNLIMITED SEMIN	V6409419	5210	229.00	229.00	00107881
INCLUSIVE EDUCATION A	V6410158	5860	1,642.50	1,642.50	00107882
INLAND TOP SOIL	V6402153	4347	1,777.88	1,777.88	00107883
IPC USA INC.	V6410467	4381 4382	32,741.17 27,987.05	60,728.22	00107884
IPC USA INC.	V6410467	4382	55,371.12	55,371.12	00107885
JACKSONS A S BREA	V6406346	4355	193.05	193.05	00107886
KATELLA HIGH SCHOOL	V6402515	8699	1,009.22	1,009.22	00107887
KENNEDY HIGH SCHOOL	V6402571	8699	425.19	425.19	00107888
LATHAM TIME COMPANY	V6409059	4355	1,820.00	1,820.00	00107889

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
LEONARD CHAIDEZ TREE	V6402714	5610	1,580.00	1,580.00	00107890
LEXINGTON JUNIOR HIGH	V6402729	8699	979.91	979.91	00107891
LINGUISYSTEMS INC	V6402772	4310	41.95	41.95	00107892
LOARA ASB	V6402803	8699	149.05	149.05	00107893
MACKIN LIBRARY MEDIA	V6402903	4210	445.85	445.85	00107894
MAGNOLIA HIGH SCHOOL	V6402920	8699	650.54	650.54	00107895
MATHBOAT	V6411183	4310	645.42	645.42	00107896
MC FADDEN DALE HARDWA	V6403056	4347 4355	288.24 747.61	1,035.85	00107897
MILWAUKEE ELECTRIC TO	V6403148	4355	32.33	32.33	00107898
MONTGOMERY HARDWARE C	V6405624	4355	852.92	852.92	00107899
NCS PEARSON INC.	V6403319	4310	272.18	272.18	00107900
NETOP	V6406702	5880	928.00	928.00	00107901
NEW HAVEN YOUTH AND F	V6407247	5860	2,562.00	2,562.00	00107902
NOVAVISION INC	V6411170	4320	350.00	350.00	00107903
OFFICE DEPOT	V6403421	4310 4315 9320	354.74 495.79 434.67	1,285.20	00107904
OFFICE DIGITAL SOLUTI	V6411101	4310	38,660.69	38,660.69	00107905
ORANGE COUNTY FARM SU	V6403455	4347	428.79	428.79	00107906
ORANGEVIEW JR HIGH SC	V6403468	8699	468.81	468.81	00107907
ORVAC ELECTRONICS	V6403479	4320	62.47	62.47	00107908
OXFORD ACADEMY	V6403485	8699	255.30	255.30	00107909
OXFORD UNIVERSITY PRE	V6403487	4210	148.21	148.21	00107910

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
PARAMOUNT PICTURES GU	V6410670	5880	2,500.00	2,500.00	00107911
PEARSON EDUCATION	V6403609	4150	8,731.23	8,731.23	00107912
PRESENTATION FOLDER I	V6403738	5810	646.50	646.50	00107913
RESOURCES FOR EDUCATO	V6403906	4315	318.00	318.00	00107914
SALDIVAR, HECTOR	V6406074	5220	139.87	139.87	00107915
SAVANNA HIGH SCHOOL	V6404130	8699	855.73	855.73	00107916
SEHI COMPUTER PRODUCT	V6404221	4310	2,101.13	2,101.13	00107917
SIGNS AND SUPPLIES	V6410977	4355	206.88	206.88	00107918
SMART AND FINAL IRIS	V6404306	4310	98.35	98.35	00107919
SO CAL OFFICE TECHNOL	V6406339	4320	3,476.64	3,476.64	00107920
SO CAL OFFICE TECHNOL	V6406339	4320	1,028.50	1,028.50	00107921
SO CAL OFFICE TECHNOL	V6406339	4320	328.53	328.53	00107922
SOUTH JHS ASB	V6405227	8699	949.60	949.60	00107923
SPICERS PAPER INC	V6404405	4320	658.36	658.36	00107924
STAFER BROS STORE 60	V6410978	4310	245.14	245.14	00107925
SYCAMORE JR HIGH ASB	V6404569	5810	430.00	430.00	00107926
SYCAMORE JR HIGH ASB	V6404569	8699	17.48	17.48	00107927
U S POST OFFICE	V6404814	5610	190.00	190.00	00107928
UPSTART	V6404880	4320	133.38	133.38	00107929
VALJETINA PIZZA COMPA	V6410252	4310	183.00	183.00	00107930
WALKER JR HIGH SCHOOL	V6404990	8699	404.52	404.52	00107931
WESTERN HIGH SCHOOL A	V6405044	8699	392.76	392.76	00107932

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
CDW GOVERNMENT INC.	V6400819	4310	8,803.18	8,803.18	00107935
HERITAGE SCHOOL	V6402041	5860	34,687.44	34,687.44	00107936
ORANGE COUNTY PUBLIC	V6411157	5810	17,379.00	17,379.00	00107937
RED ROCK CANYON SCHOO	V6410336	5860	65,835.00	65,835.00	00107938
STUTZ ARTIANO SHINOFF	V6408054	5821	4,290.90	4,290.90	00107939
T. DAVIS AND ASSOCIAT	V6410605	5810	3,500.00	3,500.00	00107940
THERAPEUTIC EDUCATION	V6404702	5860	8,307.00	8,307.00	00107941
TOTAL COMPENSATION SY	V6404760	5810	4,200.00	4,200.00	00107942
WOODWARD ACADEMY	V6411079	5860	11,431.72	11,431.72	00107943
*** CHECK GAP ***					
AARDVARK CLAY AND SUP	V6400035	4310	75.78	75.78	00107947
ACORN MEDIA	V6400068	4310	501.04	501.04	00107948
AERIES SOFTWARE INC.	V6409157	5210	400.00	400.00	00107949
ALVARADO PAINTING, A	V6406348	5610	695.00	695.00	00107950
BELL PIPE AND SUPPLY	V6400476	4355	78.80	78.80	00107951
CAL TRACK RECONDITION	V6400669	5610	3,463.44	3,463.44	00107952
CARSON SUPPLY CO	V6400788	4347	1,107.33	1,107.33	00107953
CHAMPION CHEMICAL CO.	V6400860	9320	921.65	921.65	00107954
CITY OF ANAHEIM	V6400957	5520	46.58	2,217.97	00107955
		5530	2,171.34		
		5580	0.05		
CRYSTAL GLASS AND MIR	V6401153	4355	186.97	186.97	00107956

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
EBERHARD EQUIPMENT	V6405532	4347	69.20	69.20	00107957
ECONOMY RENTALS INC	V6401478	5620	258.79	258.79	00107958
EWING IRRIGATION PROD	V6401634	4347	133.66	133.66	00107959
EXPRESS PIPE AND SUPP	V6401644	4355	116.72	116.72	00107960
FOLLETT EDUCATIONAL S	V6401724	4210	709.65	709.65	00107961
GAIL MATERIALS	V6401793	4347	457.54	457.54	00107962
GAS COMPANY, THE	V6404372	5510	224.20	224.20	00107963
GILMAN, GARY R.	V6410259	5810	550.00	550.00	00107964
HOME DEPOT	V6405234	4347 4355	328.74 542.72	871.46	00107965
HOUGHTON MIFFLIN COMP	V6402084	4150 4310	0.00 128.01	128.01	00107966
JOSEPHSON INSTITUTE O	V6402433	4310	175.61	175.61	00107967
KUTA SOFTWARE	V6409466	4310	122.00	122.00	00107968
LANGUAGE NETWORK INC	V6409301	5810	265.00	265.00	00107969
LETTER PERFECT SIGNS	V6402726	4355	885.97	885.97	00107970
MC FADDEN DALE HARDWA	V6403056	4355	44.52	44.52	00107971
OFFICE DEPOT	V6403421	9320	155.16	155.16	00107972
ORANGE COUNTY FIRE AU	V6403456	5880	100.00	100.00	00107973
PITNEY BOWES	V6403677	5910	8,856.66	8,856.66	00107974
PROJECT LEAD THE WAY	V6410754	4310	440.00	440.00	00107975
SINERGY MERCHANDISING	V6411186	4310	225.11	225.11	00107976
SOUTHERN CALIFORNIA E	V6404370	5520	84,125.99	84,125.99	00107977

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
APEX TENT AND PARTY	V6411193	5620	726.24	726.24	00107979
CHIRIBOGA, SILVIA	V6406735	5220	96.29	96.29	00107980
COLBY, CONRAD	V6406627	5210	400.00	400.00	00107981
COMMERCIAL AQUATIC SE	V6411131	4347 4410	1,282.01 35,557.95	36,839.96	00107982
CORREIA, FRANCES	V6401738	5220	68.82	68.82	00107983
DONNELLY, DIANE	V6401345	5210	534.18	534.18	00107984
FLEET SERVICES INC	V6405625	4376 4385 5610	-86.65 169.57 5,650.00	5,732.92	00107985
FOLLETT EDUCATIONAL S	V6401724	4150	1,732.62	1,732.62	00107986
FREESTYLE PHOTOGRAPHI	V6401761	4310	1,168.66	1,168.66	00107987
FULLERTON ACE HARDWAR	V6405244	4310	13.99	13.99	00107988
GARDENA VALLEY NEWS	V6401808	4310	246.95	246.95	00107989
GARY'S RADIATOR SERVI	V6401818	4370 4376	641.11 95.00	736.11	00107990
GCR TIRE CENTERS	V6409136	4386	1,857.56	1,857.56	00107991
GLASBY MAINTENANCE SU	V6401863	4347	321.57	321.57	00107992
GOLDEN STATE PAVING C	V6408228	5610	5,950.00	5,950.00	00107993
GREATER ANAHEIM SELPA	V6401927	8311	178,979.94	178,979.94	00107994
H AND H AUTO PARTS WH	V6401967	4376 4385	59.97 955.56	1,015.53	00107995
HD INDUSTRIES	V6401983	4376	384.97	384.97	00107996
HOME DEPOT	V6405234	4347	106.36	674.35	00107997

*** CHECK GAP ***

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
		4355	567.99		
J.M. MCKINNEY CO.	V6402219	4355	201.02	201.02	00107998
JACKSONS A S BREA	V6406346	4370	1,315.48	1,596.58	00107999
		4376	151.64		
		4385	129.46		
JEYCO PRODUCTS INC	V6402332	4375	3,658.53	3,658.53	00108000
LOARA ASB	V6402803	5810	1,789.00	1,789.00	00108001
MC FADDEN DALE HARDWA	V6403056	4347	90.98	470.33	00108002
		4355	379.35		
MISSION LINEN SUPPLY	V6411115	4388	860.33	860.33	00108003
MONJARAS AND WISMAYER	V6410873	5810	1,063.00	1,063.00	00108004
NGO, BRYANNE	V6410514	5220	5.55	5.55	00108005
ORANGE COUNTY BEARING	V6409966	4347	60.34	60.34	00108006
ORANGE COUNTY CIRCUIT	V6409403	4355	8.62	8.62	00108007
ORANGE COUNTY REGISTE	V6403461	5880	1,484.40	1,484.40	00108008
ORANGE COUNTY TRANSIT	V6406414	4320	3,168.00	3,168.00	00108009
OSTER, BEVERLY	V6405754	5210	230.00	230.00	00108010
PENSKE CHEVROLET OF C	V6404050	4376	9.90	9.90	00108011
RALPHS GROCERY COMPAN	V6403828	4310	95.40	95.40	00108012
RITWAY AUTO PAINT AN	V6410440	5610	1,427.13	1,427.13	00108013
SCHOOL BUS PARTS	V6404157	4385	1,078.88	1,078.88	00108014
SKS INC	V6404058	4384	768.91	768.91	00108015
THOMPSON'S BUILDING M	V6404721	4347	84.40	84.40	00108016
WESTRUX INTERNATIONAL	V6405053	4376	1,099.41	999.26	00108017

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
		4385	-100.15		
ALLIANCE ENVIRONMENTA	V6400169	5610	1,449.45	1,449.45	00108018
ALVARADO PAINTING, A	V6406348	5610	1,380.00	1,380.00	00108019
ANAHEIM BAND INSTRUME	V6400251	4310	700.00	700.00	00108020
ANAHEIM FAMILY YMCA	V6409401	5100	58,953.43	58,953.43	00108021
CHEM MARK	V6400886	4320	255.42	255.42	00108022
COMMERCIAL AQUATIC SE	V6411131	5610	759.30	759.30	00108023
FREESTYLE PHOTOGRAPHI	V6401761	4310	1,022.05	1,022.05	00108024
HAUGEN, CRAIG	V6401122	3701	279.80	279.80	00108025
HERNANDEZ, JOSE	V6408762	5880	1,080.00	1,080.00	00108026
HOME DEPOT	V6405234	4347	13.67	554.15	00108027
		4355	540.48		
HP DIRECT	V6408671	4320	51.72	1,888.52	00108028
		5610	1,836.80		
IMPERIAL PRODUCTS INC	V6402137	4355	573.74	573.74	00108029
JOSTENS	V6402437	4320	196.86	196.86	00108030
KONICA MINOLTA BUSINE	V6403156	5620	3,284.48	3,284.48	00108031
LARNER, JOHN	V6402395	3701	162.00	162.00	00108032
LETTER PERFECT SIGNS	V6402726	4355	81.89	81.89	00108033
MEJIA, YOLANDA	V6405136	5210	282.70	282.70	00108034
MONTENEGRO, ROBERT	V6403968	3701	279.80	279.80	00108035
ORCO DOOR CLOSER SERV	V6403472	4355	920.18	920.18	00108036
PATTON SALES CORP.	V6403579	4310	527.98	527.98	00108037

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
PHAM, RICK	V6406082	5220	40.79	40.79	00108038
REFRIGERATION SUPPLIE	V6403873	4347	741.41	741.41	00108039
RUSSELL SIGLER INC.	V6410420	4347	842.51	842.51	00108040
SCHOLASTIC INC. WEEK	V6404150	4310	297.00	297.00	00108041
SCHORR METALS INC	V6404179	4355	2,689.70	2,689.70	00108042
SHELTON, MIKE	V6403136	3701	279.80	279.80	00108043
STEINLE, CHARLES	V6410113	3701	599.40	599.40	00108044
TROXELL COMMUNICATION	V6404796	4410	533.37	533.37	00108045
VILLASENOR JR, JESUS	V6408991	5220	24.70	24.70	00108046
*** CHECK GAP ***					
TYCO INTEGRATED SECUR	V6400100	5620	125.37	125.37	00108050
TYCO INTEGRATED SECUR	V6400100	5620	125.37	125.37	00108051
ACOUSTICAL MATERIAL S	V6400070	4355	420.61	420.61	00108052
ACS BILLING SERVICE	V6400072	5580	3,365.12	3,365.12	00108053
ALVARADO, JAVIER	V6410050	5220	51.06	51.06	00108054
ANAHEIM BAND INSTRUME	V6400251	4310	177.19	177.19	00108055
ANAHEIM DISPOSAL	V6400256	5580	1,928.89	1,928.89	00108056
ANAHEIM HIGH SCHOOL	V6400260	5810	1,784.00	1,784.00	00108057
APPLE INC	V6400319	4410	2,605.69	2,605.69	00108058
ART SUPPLY WAREHOUSE	V6400350	4310	105.05	105.05	00108059
ASSOCIATED BUSINESS P	V6400369	5610	80.81	80.81	00108060
BILLINGS, JANICE	V6402265	3701	399.60	399.60	00108061

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
BUSH, REBECCA	V6403854	5220	33.85	33.85	00108062
CHURCHILL, MARK	V6402984	5210	580.61	580.61	00108063
CITY OF ANAHEIM	V6400957	5520 5530 5580	17,932.19 2,611.09 2,785.61	23,328.89	00108064
DUCA, JASON	V6407065	5220	101.12	101.12	00108065
ELLIOTT, MARYJO	V6408060	5220	21.48	21.48	00108066
ESCOE, BARRY	V6400453	3701	657.20	657.20	00108067
FARMAN, JUANA	V6406999	5220	94.35	94.35	00108068
FUENTES, JENNIFER	V6402307	5210	61.06	61.06	00108069
GILBERT SOUTH ASB	V6407543	5880	198.00	198.00	00108070
GLENN, JERRY	V6402322	3701	599.40	599.40	00108071
GOODWILL IND. OF O.C.	V6400379	5810	425.50	425.50	00108072
GRAINGER	V6404982	4355	12.89	12.89	00108073
IBARRA RODRIGUEZ, MIG	V6409769	5220	18.59	18.59	00108074
INCLUSIVE EDUCATION A	V6410158	5860	482.50	482.50	00108075
J.W. PEPPER AND SON I	V6402214	4310	86.51	86.51	00108076
JURENKA, MARY	V6406574	5210	88.02	88.02	00108077
KRUEGER, CELESTE	V6409442	5220	44.40	44.40	00108078
LOPEZ, CYNTHIA D.	V6407771	5220	51.06	51.06	00108079
MARTINESCU, JOSEPHINE	V6402432	5220	142.36	142.36	00108080
MARTINEZ, DEBBIE	V6408279	5220	105.19	105.19	00108081
MC FADDEN DALE HARDWA	V6403056	4355	57.70	57.70	00108082

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
MEEHAN, LACEY	V6409733	5220	21.09	21.09	00108083
MORRIS, KATHY	V6402537	5220	56.89	56.89	00108084
MUSICIANS FRIEND INC.	V6408365	4310 4410	448.79 807.04	1,255.83	00108085
OCDE	V6403452	7141	102,543.00	102,543.00	00108086
REAL, JEANNETTE	V6411176	5220	119.05	119.05	00108087
SANTOS, RAFAEL	V6410483	5520	44.96	44.96	00108088
SPYKERMAN, JULIE	V6405752	5220	40.35	40.35	00108089
STEINBRICK, GAIL	V6408751	5220	124.79	124.79	00108090
TUPARAN, LUIS	V6410822	5220	47.40	47.40	00108091
TURNER, ROBIN	V6403977	5210	290.00	290.00	00108092
VERA, CARLOS	V6408946	5220	81.03	81.03	00108093
*** CHECK GAP ***					
*** VOID CONTINUE *** VOID CONTINUE			0.00	0.00	00108096
ALTERNATIVE REVOLVING V6400190		4199	155.15		
		4299	60.00		
		4310	4,825.92	12,470.75	00108097
		4311	104.73		
		4314	21.53		
		4315	355.20		
		4316	96.59		
		4317	261.06		
		4318	146.09		
		4320	1,177.61		
		4321	354.08		
		4323	70.45		
		4325	89.13		
		4327	55.35		
		4330	12.92		
		4333	1,088.29		
		4334	121.94		

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
		4335	174.78		
		4336	97.23		
		4337	153.26		
		4347	853.91		
		4355	10.78		
		4366	-5.00		
		4390	1,094.07		
		5210	112.00		
		5620	122.93		
		5880	812.24		
		5910	48.51		
ANAHEIM DISPOSAL	V6400256	5580	10,007.58	10,007.58	00108098
B AND H PHOTO VIDEO I	V6400422	4310	4,660.80	14,362.80	00108099
		4410	9,702.00		
B AND M LAWN AND GARD	V6400423	4347	340.74	340.74	00108100
BIOLOGIX SERVICE CORP	V6410288	9320	1,893.58	1,893.58	00108101
BIOMETRICS4ALL INC	V6409224	5880	28.50	28.50	00108102
BISHOP CO.	V6400530	9320	566.94	566.94	00108103
BROOKS INSTALLATIONS	V6403919	5610	1,928.00	1,928.00	00108104
BUDDY'S ALL STARS INC	V6406311	4310	1,103.88	1,103.88	00108105
BUSWEST LLC	V6407892	4376	609.49	923.37	00108106
		4385	313.88		
C TECH CONSTRUCTION I	V6410905	2212	360.00	580.00	00108107
		5610	220.00		
CHILD SHUTTLE	V6406415	5870	2,852.00	2,852.00	00108108
CINNAMON HILLS YOUTH	V6407425	5860	13,789.00	13,789.00	00108109
CITY OF ANAHEIM	V6400957	5520	56,666.92	70,697.78	00108110
		5530	8,249.14		
		5580	5,781.72		
CLAIM RETENTION SERVI	V6408940	5810	130.00	130.00	00108111

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
CONSOLIDATED DISPOSAL	V6401069	5580	6,477.33	6,477.33	00108112
CREATIVE COOKBOOK	V6400684	4310	2,352.00	2,352.00	00108113
E.G. AIRE HEATING AND	V6409954	5610	5,950.00	5,950.00	00108114
FOLLETT LIBRARY RESOU	V6401725	4210	112.38	112.38	00108115
GALE SUPPLY CO	V6401798	9320	1,063.62	1,063.62	00108116
HERK EDWARDS INC.	V6408482	5610	1,148.00	1,148.00	00108117
IDMS INC.	V6408116	4320	125.67	125.67	00108118
J AND A FENCE	V6409989	5610	2,380.00	2,380.00	00108119
QUENEAU, JANET	V6405658	5220	59.11	59.11	00108120
AAA ELECTRIC MOTOR SA	V6400033	4355	6.16	6.16	00108121
ACOUSTICAL MATERIAL S	V6400070	4355	61.79	61.79	00108122
ADI	V6400095	4355	347.81	347.81	00108123
ALBRIGHT LIGHTING PLA	V6410869	4355	691.86	691.86	00108124
ANAHEIM UNION HIGH SC	V6400267	5454	18,412.58	18,412.58	00108125
B AND K ELECTRIC WHOL	V6400623	4355	569.56	569.56	00108126
BAVCO	V6407678	4347	1,966.42	1,966.42	00108127
BELL PIPE AND SUPPLY	V6400476	4355	196.23	196.23	00108128
COUNTS, JACKIE	V6406390	5220	296.38	296.38	00108129
EVERBIND BOOKS	V6401625	4210	800.28	800.28	00108130
EXPRESS PIPE AND SUPP	V6401644	4355	1,474.18	1,474.18	00108131
FOCUSED FITNESS LLC	V6410633	4310	74.75	74.75	00108132
FOLLETT EDUCATIONAL S	V6401724	4150	5,171.73	5,171.73	00108133

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
GANAHL LUMBER CO	V6401804	4355	149.70	149.70	00108134
GAS COMPANY, THE	V6404372	5510	31,432.01	31,432.01	00108135
GOV CONNECTION	V6406748	4310	585.85	585.85	00108136
GRAINGER	V6404982	4347 4355	186.98 -22.42	164.56	00108137
GRAYBAR ELECTRIC COMP	V6401918	4320	1,384.46	1,384.46	00108138
HALDEMAN INC.	V6407148	4347	1,296.30	1,296.30	00108139
HOME DEPOT	V6405234	4347 4355	67.80 -30.86	36.94	00108140
IRON MOUNTAIN	V6409943	5812	142.00	142.00	00108141
JEYCO PRODUCTS INC	V6402332	9320	146.11	146.11	00108142
KING, DON JAY	V6408028	5210	305.66	305.66	00108143
MUSICK AND PEELER AND	V6411143	5821	175.00	175.00	00108144
NATIONAL GEOGRAPHIC S	V6409275	4310	346.50	346.50	00108145
PIONEER CHEMICAL CO	V6403672	9320	5,606.45	5,606.45	00108146
PRO ACT INC.	V6409642	5810	9,500.00	9,500.00	00108147
RENAISSANCE LEARNING	V6403894	4310	10,219.00	10,219.00	00108148
RIDDELL ALL AMERICAN	V6403939	5630	6,198.04	6,198.04	00108149
RIV OR COUNTIES PUMP	V6409881	4340	224.42	224.42	00108150
SANDLER BROS.	V6411003	9320	896.91	896.91	00108151
SMART AND FINAL IRIS	V6404306	4310	57.99	57.99	00108152
				*** CHECK GAP ***	
APPLE INC	V6400319	4410	2,046.52	2,046.52	00108154

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
APPLETREE ANSWERING S	V6403802	5918	760.00	760.00	00108155
BROOKHURST JUNIOR HIG	V6400602	5810	265.00	265.00	00108156
CADA CENTRAL	V6400658	5880	250.00	250.00	00108157
CALCULUS IN MOTION	V6400673	4310	166.63	166.63	00108158
CAMBIUM LEARNING GROU	V6409176	4310	570.94	570.94	00108159
CAMERON WELDING SUPPL	V6400741	4355 5610	26.80 26.80	53.60	00108160
CANNON SPORTS INC	V6400749	9320	409.62	409.62	00108161
CARSON SUPPLY CO	V6400788	4347 4355	650.41 448.02	1,098.43	00108162
CERTIFIED ART SUPPLY	V6400850	9320	235.84	235.84	00108163
CHON CHEESE BAR B QUE	V6411112	4390	77.00	77.00	00108164
CLARK SECURITY PRODUC	V6400966	4355	169.74	169.74	00108165
CLT COMPUTER MWAVE.CO	V6410378	4320	199.64	199.64	00108166
COAST 2 COAST BANNERS	V6410586	4310	700.38	700.38	00108167
CRYSTAL GLASS AND MIR	V6401153	4355	984.83	984.83	00108168
CULVER NEWLIN INC	V6401188	4310	174.29	174.29	00108169
FACS FINANCIAL SYSTEM	V6410696	4320	9,480.45	9,480.45	00108170
*** VOID CONTINUE *** VOID.CONTINU					
FENN TERMITE AND PEST	V6401679	5610	2,751.00	2,751.00	00108172
FIVE STAR RUBBER STAM	V6405116	4320	20.43	20.43	00108173
GEARY PACIFIC SUPPLY	V6401824	4347	13.24	13.24	00108174
GRAINGER	V6404982	4355	889.06	889.06	00108175

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
HOME DEPOT	V6405234	4347 4355	13.16 1,973.96	1,987.12	00108176
HOWARD INDUSTRIES	V6402088	4347 4355	521.98 10.78	532.76	00108177
IMPERIAL PRODUCTS INC	V6402137	4355	4,284.43	4,284.43	00108178
J.W. PEPPER AND SON I	V6402214	4310	120.98	120.98	00108179
KNORR SYSTEMS	V6402610	4347	497.59	497.59	00108180
MC FADDEN DALE HARDWA	V6403056	4347 4355	14.55 128.55	143.10	00108181
OCDE	V6403452	5810	400.00	400.00	00108182
ORVAC ELECTRONICS	V6403479	4355	179.23	179.23	00108183
STUTZ ARTIANO SHINOFF	V6408054	5821	6,557.19	6,557.19	00108184
VILLALOBOS, PAUL	V6408956	5210	1,334.71	1,334.71	00108185
*** CHECK GAP ***					
A U H S D FOOD SERVIC	V6400023	4390 5880	32.32 214.25	246.57	00108189
ALLIANCE ENVIRONMENTA	V6400169	5610	720.00	720.00	00108190
ANAHEIM CONVENTION CE	V6400255	5620	2,478.00	2,478.00	00108191
ARMSTRONG, IAN	V6408439	5220	49.95	49.95	00108192
BAY ALARM COMPANY	V6410926	5610	19,695.00	19,695.00	00108193
CALIFORNIA DEPARTMENT	V6409999	4320	125.00	125.00	00108194
FERGUSON ENTERPRISES	V6409823	4347 4355	895.28 2,395.94	3,291.22	00108195
GALLAGHER BENEFIT SER	V6408675	4320	548.62	548.62	00108196
GAME TIME ATHLETICS	V6411151	4310	637.02	637.02	00108197

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
GRACE WORKS INC	V6411153	4410	2,002.20	2,002.20	00108198
LASC	V6408668	5210	528.00	528.00	00108199
NEW HAVEN YOUTH AND F	V6407247	5860	8,309.00	8,309.00	00108200
OCDE	V6403452	5210 5310	700.00 400.00	1,100.00	00108201
TYCO INTEGRATED SECUR	V6400100	5610 5620	3,209.21 5,202.09	8,411.30	00108202
*** CHECK GAP ***					
ANAHEIM FAMILY YMCA	V6409401	5100	478,783.59	478,783.59	00108207
GASINSKI, BEAU	V6400464	5210	14.25	14.25	00108208
GOLDEN STATE WATER CO	V6408018	5530	26,372.54	26,372.54	00108209
HOME DEPOT	V6405234	4347	167.10	167.10	00108210
HOWARD INDUSTRIES	V6402088	4347 4355	96.87 21.79	118.66	00108211
ICS SERVICE CO.	V6406452	5620	60.00	60.00	00108212
IMPERIAL PRODUCTS INC	V6402137	4355	3,639.49	3,639.49	00108213
LAIOLA, JIM	V6402340	5610	110.00	110.00	00108214
LEARNING FOR LIFE	V6411202	5880	170.00	170.00	00108215
MONTGOMERY HARDWARE C	V6405624	4355	2,123.77	2,123.77	00108216
OCDE	V6403452	5210 5880	500.00 585.00	1,085.00	00108217
ORANGE COUNTY FIRE PR	V6403457	5610	1,382.58	1,382.58	00108218
PRO ONE INC.	V6410351	4384	1,816.67	1,816.67	00108219
SMART AND FINAL IRIS	V6404306	4310 4390	198.40 64.92	263.32	00108220

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
STATER BROS STORE 60	V6410978	4310	131.66	131.66	00108221
VARSITY SPIRIT FASHIO	V6411203	4310	2,917.15	2,917.15	00108222
*** CHECK GAP ***					
A U H S D FOOD SERVIC	V6400023	4390	18.86	18.86	00108224
A Z PARTS SALES	V6409623	4376	186.68	186.68	00108225
AAA ELECTRIC MOTOR SA	V6400033	4347	10.39	10.39	00108226
ALLIANCE ENVIRONMENTA	V6400169	5610	5,520.00	5,520.00	00108227
BLACK AND DECKER U S	V6400533	4347 5610	74.49 334.40	408.89	00108228
C TECH CONSTRUCTION I	V6410905	5610	234.00	234.00	00108229
CALIFORNIA COMMERCIAL	V6400682	4355	1,486.96	1,486.96	00108230
CHON CHEESE BAR B QUE	V6411112	4390	77.00	77.00	00108231
CREATIVE BUS SALES	V6409840	4376 4385	848.94 909.66	1,758.60	00108232
DATA HARDWARE DEPOT	V6411187	4310	211.76	211.76	00108233
DEPARTMENT OF GENERAL	V6409862	5821	1,058.00	1,058.00	00108234
DEPT. OF GENERAL SERV	V6401330	4376	2,975.00	2,975.00	00108235
DRAKE SUPPLY COMPANY	V6406285	4376 4385	34.26 294.03	328.29	00108236
DUNN EDWARDS PAINTS	V6401448	4355	687.01	687.01	00108237
FLEET SERVICES INC	V6405625	4370 4376 4385	2,111.30 649.70 336.55	3,097.55	00108238
FROG ENVIRONMENTAL IN	V6407428	5610	175.00	175.00	00108239
GANAHL LUMBER CO	V6401804	4355	200.42	200.42	00108240

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
GASELPA	V6406517	5805	3,029.60	3,029.60	00108241
HD INDUSTRIES	V6401983	4376	28.75	28.75	00108242
J AND A FENCE	V6409989	5610	1,400.00	1,400.00	00108243
KONICA MINOLTA BUSINE	V6403156	5620	3,726.72	3,726.72	00108244
MOBILE INDUSTRIAL SUP	V6407890	4375	56.00	56.00	00108245
RALPHS GROCERY COMPAN	V6403828	4310	115.58	115.58	00108246
REFRIGERATION SUPPLIE	V6403873	4347	187.52	187.52	00108247
REGAL AWARDS	V6403875	4320	766.11	766.11	00108248
SAN DIEGO COUNTY SUPE	V6405606	5810	600.00	600.00	00108249
SCHOOL BUS PARTS	V6404157	4376	279.15	279.15	00108250
SIEMENS WATER TECHNOL	V6408457	4375	385.80	385.80	00108251
SILVERADO STAGES INC.	V6410930	5620	3,800.00	3,800.00	00108252
SURVEYMONKEY.COM	V6409962	5310	300.00	300.00	00108253
TARULLI TIRE INC	V6404599	4386	1,762.75	1,762.75	00108254
TELL STEEL	V6404633	4376	201.49	201.49	00108255
TYCO INTEGRATED SECUR	V6400100	5620	3.76	3.76	00108256
UNITED PARCEL SERVICE	V6408429	4320 5910	8.93 129.71	138.64	00108257
WURTH USA INC	V6408563	4375	277.55	277.55	00108258
ALTERNATIVE REVOLVING	V6400190	4199 4310 4317 4320 4347 4369 4390	164.50 1,884.92 854.93 262.08 122.00 898.58	4,221.77	00108259

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
		5910	25.60		
BEST BEST AND KRIEGER	V6400491	5821	16,312.31	16,312.31	00108260
BING HUANG (PARENT)	V6410986	5860 5880	2,340.00 1,037.85	3,377.85	00108261
DATALINK NETWORKS	V6409172	5810	5,544.00	5,544.00	00108262
DEVEREUX TEXAS TREATM	V6401339	5860	12,644.50	12,644.50	00108263
DHK PLUMBING AND PIPE	V6409955	5610	16,402.50	16,402.50	00108264
DIGITAL ELECTRIC INC.	V6410370	5610	2,450.00	2,450.00	00108265
GANAHL LUMBER CO	V6401804	4310	75.64	75.64	00108266
GLASBY MAINTENANCE SU	V6401863	4347	314.63	314.63	00108267
GOV CONNECTION	V6406748	4310	12.74	12.74	00108268
H AND H AUTO PARTS WH	V6401967	4376 4385	289.68 1,039.94	1,329.62	00108269
ICS SERVICE CO.	V6406452	5620	1,056.00	1,056.00	00108270
JACKSONS A S BREA	V6406346	4347 4370 4375 4385	306.27 619.53 18.04 364.35	1,308.19	00108271
MC FADDEN DALE HARDWA	V6403056	4347 4355	143.91 11.69	155.60	00108272
PAXTON PATTERSON	V6403589	4310	169.48	169.48	00108273
PEARSON EDUCATION	V6403609	4150	11,365.14	11,365.14	00108274
PIONEER CHEMICAL CO	V6403672	9320	226.53	226.53	00108275
PIPS	V6407384	3601 3602	205,926.44 68,642.14	274,568.58	00108276
PRESCOTT HARDWARE AND	V6408590	4355	92.44	92.44	00108277

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
RUSSELL SIGLER INC.	V6410420	4347	618.23	618.23	00108278
SPOT COOLERS	V6411074	5610	2,747.63	2,747.63	00108279
U S POST OFFICE	V6404814	5910	1,080.00	1,080.00	00108280
*** CHECK GAP ***					
A 1 FENCE COMPANY	V6408537	4355	64.70	64.70	00108282
AAA ELECTRIC MOTOR SA	V6400033	4347	2,039.52	2,039.52	00108283
AARDVARK CLAY AND SUP	V6400035	4310	411.02	411.02	00108284
ACE HARDWARE	V6411077	4310	12.26	12.26	00108285
ACOUSTICAL MATERIAL S	V6400070	5610	38.82	38.82	00108286
AICHELE, STEVEN G.	V6407891	5610	125.00	125.00	00108287
ALVARADO PAINTING, A	V6406348	5610	3,335.00	3,335.00	00108288
ANAHEIM BAND INSTRUME	V6400251	4310	212.34	212.34	00108289
APPLE INC	V6400319	4410	2,349.57	2,349.57	00108290
ASBURY ENVIRONMENTAL	V6400358	5610	150.00	150.00	00108291
B AND H PHOTO VIDEO I	V6400422	4310	433.75	433.75	00108292
B AND K ELECTRIC WHOL	V6400623	4355	1,061.53	1,061.53	00108293
B AND M LAWN AND GARD	V6400423	4347	140.70	140.70	00108294
BAVCO	V6407678	4355	2,341.17	2,341.17	00108295
BLICK ART MATERIALS	V6401357	9320	409.50	409.50	00108296
BOBCAT OF CERRITOS IN	V6410676	4347	199.62	199.62	00108297
BUDDY'S ALL STARS INC	V6406311	4310	355.58	355.58	00108298
BUSINESS MACHINES UNL	V6400636	5610	137.71	137.71	00108299

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
BUSWEST LLC	V6407892	4385	59.87	59.87	00108300
CAL LIFT INC	V6400664	5610	586.07	586.07	00108301
CALIFORNIA COMMERCIAL	V6400682	4355	1,096.04	1,096.04	00108302
CANNON SPORTS INC	V6400749	9320	1,869.68	1,869.68	00108303
CART MAN INC, THE	V6404668	5610	102.82	102.82	00108304
CEMEX	V6404364	5610	780.07	780.07	00108305
CHURCHILL, MARK	V6402984	5210	41.17	41.17	00108306
CITY AUTO TOP	V6400953	4385	108.48	108.48	00108307
CITY OF ANAHEIM	V6400957	5810	2,760.00	2,760.00	00108308
CITY OF BUENA PARK	V6400958	5530 5580	4,796.36 479.64	5,276.00	00108309
COMMERCIAL AQUATIC SE	V6411131	4347	427.82	427.82	00108310
COMMUNICATIONS CENTER	V6401037	5610	130.50	130.50	00108311
COMPUTER GEEKS, THE	V6408823	4320	49.01	49.01	00108312
CONTINENTAL CHEMICAL	V6409578	9320	6,357.26	6,357.26	00108313
CRYSTAL GLASS AND MIR	V6401153	4355	303.40	303.40	00108314
DALE JUNIOR HIGH ASB	V6405581	5810	530.00	530.00	00108315
ECONOMY RENTALS INC	V6401478	5610	240.99	240.99	00108316
ENCORP	V6409154	5610	1,475.00	1,475.00	00108317
EXPRESS PIPE AND SUPP	V6401644	4355	47.38	47.38	00108318
F.M. THOMAS AIR CONDI	V6401651	5610	7,909.00	7,909.00	00108319
FEDERAL EXPRESS	V6401675	5910	98.19	98.19	00108320
GALE SUPPLY CO	V6401798	9320	271.53	271.53	00108321

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
GANAHL LUMBER CO	V6401804	4355	2,594.59	2,594.59	00108322
GLASBY MAINTENANCE SU	V6401863	9320	121.28	121.28	00108323
GOLDEN STATE WATER CO	V6408018	5530	4,686.89	4,686.89	00108324
GRAINGER	V6404982	4355	449.27	449.27	00108325
GROVE, KELLY A.	V6409563	5220	50.50	50.50	00108326
KEMP, CHRISTINE	V6400923	5220	33.30	33.30	00108327
LEE, SANG HU	V6404111	5220	37.46	37.46	00108328
NEW HAVEN YOUTH AND F	V6407247	5860	2,355.23	2,355.23	00108329
PARKER AND COVERT LLP	V6403544	5821	27,662.93	27,662.93	00108330
U S BANK	V6406511	4310	867.93	2,041.53	00108331
		4320	339.84		
		5210	-76.40		
		5880	910.16		
WELCH, DANIEL F.	V6411200	5850	10,840.00	10,840.00	00108332
				*** CHECK GAP ***	
ACCREDITING COMMISSIO	V6400063	5880	2,175.00	2,175.00	00108335
ALL COVERED	V6411037	5810	2,300.00	2,300.00	00108336
CALIFORNIA SCHOOL MAN	V6409922	5810	4,600.00	4,600.00	00108337
DHK PLUMBING AND PIPI	V6409955	5610	3,375.00	3,375.00	00108338
HERITAGE SCHOOL	V6402041	5860	26,557.20	26,557.20	00108339
HP DIRECT	V6408671	4410	69,331.00	69,331.00	00108340
IBNA	V6402179	4310	40,030.00	40,729.00	00108341
		5310	699.00		
INSTITUTE FOR APPLIED	V6408461	5860	9,229.50	9,229.50	00108342

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
PROVANTAGE	V6409906	9320	443.33	443.33	00108343
REFRIGERATION SUPPLIE	V6403873	4347	436.89	436.89	00108344
RELIABLE SHEET METAL	V6403891	4355	404.06	404.06	00108345
RESTAURANT DEPOT	V6407788	4310	199.78	199.78	00108346
RIV OR COUNTIES PUMP	V6409881	5610	825.90	825.90	00108347
RUSSELL SIGLER INC.	V6410420	4347	182.99	182.99	00108348
TROXELL COMMUNICATION	V6404796	4410	2,004.15	2,004.15	00108349
TYCO INTEGRATED SECUR	V6400100	5610 5620	537.67 1,970.75	2,508.42	00108350
WEST COAST LANYARDS I	V6411196	4310	69.89	69.89	00108351
WEST PAYMENT CENTER	V6407958	4210	126.48	126.48	00108352
YAMAHA GOLF CARS OF C	V6405131	5610	677.20	677.20	00108353
*** CHECK GAP ***					
A U H S D FOOD SERVIC	V6400023	4390	153.54	153.54	00108358
AT AND T MCI	V6406157	5918	0.32	0.32	00108359
SCHOOL SERVICES OF CA	V6404171	5821	17,007.61	17,007.61	00108360
WELCH, MICHAEL	V6411199	5850	2,160.00	2,160.00	00108361
*** CHECK GAP ***					
AAA ELECTRIC MOTOR SA	V6400033	4347	46.69	46.69	00108363
ACORN MEDIA	V6400068	4310 4320	289.01 90.98	379.99	00108364
ACOUSTICAL MATERIAL S	V6400070	4355	285.16	285.16	00108365
ANAHEIM HIGH SCHOOL	V6400260	5810	1,936.00	1,936.00	00108366

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
APPLE INC	V6400319	4310 4410	2,333.45 2,251.27	4,584.72	00108367
B AND H PHOTO VIDEO I	V6400422	4310	278.12	278.12	00108368
B AND M LAWN AND GARD	V6400423	4347	64.52	64.52	00108369
CARSON SUPPLY CO	V6400788	4347	1,204.80	1,204.80	00108370
CENTER FOR DRUG FREE	V6400833	5210	199.00	199.00	00108371
CITY OF ANAHEIM	V6400957	5520 5530 5580	68,795.53 12,564.33 11,696.47	93,056.33	00108372
CITY OF ANAHEIM	V6400957	5810	2,760.00	2,760.00	00108373
CORREIA, FRANCES	V6401738	5220	70.71	70.71	00108374
CRYSTAL GLASS AND MIR	V6401153	4355	391.20	391.20	00108375
DHK PLUMBING AND PIPI	V6409955	5610	750.00	750.00	00108376
DUNN EDWARDS PAINTS	V6401448	4355	736.61	736.61	00108377
EDVOTEK INC.	V6410886	4310	84.95	84.95	00108378
EPL SOLUTIONS	V6411205	4355	238.69	238.69	00108379
EWING IRRIGATION PROD	V6401634	4347	100.63	100.63	00108380
EXPRESS PIPE AND SUPP	V6401644	4347 4355	209.31 280.30	489.61	00108381
FARR'S CUSTOM CARBIDE	V6410142	4347	226.41	226.41	00108382
GANAHL LUMBER CO	V6401804	4355	227.97	227.97	00108383
GLASBY MAINTENANCE SU	V6401863	4347	412.04	412.04	00108384
GONZALEZ, LAURA	V6410576	5220	25.36	25.36	00108385
GRAINGER	V6404982	4355	40.09	40.09	00108386

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
GREATER ANAHEIM SELPA	V6401927	8311	166,714.60	166,714.60	00108387
HORIZON	V6408259	4347	329.50	329.50	00108388
HUMAN KINETICS	V6402096	4310	242.01	242.01	00108389
IMPERIAL PRODUCTS INC	V6402137	4355	1,340.82	1,340.82	00108390
J AND A FENCE	V6409989	5610	1,900.00	1,900.00	00108391
JOSTENS	V6402437	4320	2,833.83	2,833.83	00108392
LANGUAGE NETWORK INC	V6409301	5810	265.00	265.00	00108393
LETTER PERFECT SIGNS	V6402726	4355	155.16	155.16	00108394
LOARA ASB	V6402803	5810	986.00	986.00	00108395
LOS ANGELES FREIGHTLI	V6402833	4376	23.71	23.71	00108396
MC COY MILLS FORD	V6411093	4370	72.93	72.93	00108397
MONTGOMERY HARDWARE C	V6405624	4355	233.15	233.15	00108398
OFFICE DEPOT	V6403421	4310	161.78	161.78	00108399
ONE STOP PARTS SOURCE	V6406259	4370	117.10	117.10	00108400
ORANGE COUNTY FIRE PR	V6403457	4355	1,026.73	1,026.73	00108401
ORANGE COUNTY SANDBAG	V6407703	4347	280.15	280.15	00108402
ORVAC ELECTRONICS	V6403479	4355	135.55	135.55	00108403
PARADIGM HEALTHCARE S	V6403536	5810	1,706.68	1,706.68	00108404
RALPHS GROCERY COMPAN	V6403828	4310	94.66	94.66	00108405
RYLAARSDAM, MICHAEL	V6408791	5210	115.20	115.20	00108406
S C MARKETING	V6404053	9320	1,422.13	1,422.13	00108407
SCHOLASTIC INC. WEEK	V6404150	4310	234.97	234.97	00108408

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
SCHOOL SPECIALTY INC	V6404173	9320	1,042.31	1,042.31	00108409
SCHORR METALS INC	V6404179	4355	2,217.46	2,217.46	00108410
SEHI COMPUTER PRODUCT	V6404221	4310 4320	2,672.20 1,172.03	3,844.23	00108411
SIGNATURE COMMERCIAL	V6410839	5610	1,100.00	1,100.00	00108412
SILVER STATE COACH IN	V6409164	5620	2,520.00	2,520.00	00108413
STATE OF CALIFORNIA	V6404447	5610	125.00	125.00	00108414
TANDUS US INC	V6401017	5610	3,155.40	3,155.40	00108415
*** CHECK GAP ***					
ANAHEIM HIGH SCHOOL	V6400260	8699	304.21	304.21	00108421
BALL JR HIGH SCHOOL	V6400433	8699	118.54	118.54	00108422
BROOKHURST JUNIOR HIG	V6400602	8699	82.93	82.93	00108423
CYPRESS HS ASB	V6405640	8699	99.90	99.90	00108424
DALE JUNIOR HIGH ASB	V6405581	8699	123.89	123.89	00108425
FERGUSON ENTERPRISES	V6409823	4355	5,937.59	5,937.59	00108426
HOLLIS, PAM	V6409753	5220	13.32	13.32	00108427
*** VOID CONTINUE *** VOID.CONTINU					
HOME DEPOT	V6405234	4347 4355	156.09 1,673.93	1,830.02	00108429
KATELLA HIGH SCHOOL	V6402515	8699	210.20	210.20	00108430
KENNEDY HIGH SCHOOL	V6402571	5810	4,422.50	4,422.50	00108431
KENNEDY HIGH SCHOOL	V6402571	8699	159.77	159.77	00108432
LEXINGTON JUNIOR HIGH	V6402729	8699	275.70	275.70	00108433

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
LOARA ASB	V6402803	8699	133.55	133.55	00108434
LUNDQUIST, KATHY	V6402536	5220	163.74	163.74	00108435
MAGNOLIA HIGH SCHOOL	V6402920	5810	3,208.00	3,208.00	00108436
MAGNOLIA HIGH SCHOOL	V6402920	8699	29.13	29.13	00108437
MC FADDEN DALE HARDWA	V6403056	4347	140.28	489.73	00108438
		4355	349.45		
NCS PEARSON INC.	V6403319	4310	427.70	427.70	00108439
OCAD ASSOCIATION	V6405541	5880	1,210.00	1,210.00	00108440
ORANGEVIEW JR HIGH SC	V6403468	8699	98.67	98.67	00108441
OXFORD ACADEMY	V6403485	8699	80.59	80.59	00108442
PACIFIC COAST SPEECH	V6410543	5805	9,184.00	9,184.00	00108443
SAN DIEGO COUNTY OFFI	V6404098	5210	100.00	100.00	00108444
SAVANNA HIGH SCHOOL	V6404130	8699	87.12	87.12	00108445
SOUTH JHS ASB	V6405227	8699	337.89	337.89	00108446
SOUTHWEST SCHOOL AND	V6404383	9320	3,280.18	3,280.18	00108447
SPICERS PAPER INC	V6404405	4320	1,830.10	1,830.10	00108448
STANISLAUS COUNTY OFF	V6411167	5210	215.00	215.00	00108449
STAPLES ADVANTAGE	V6410116	4310	132.53	327.19	00108450
		4320	194.66		
SYCAMORE JR HIGH ASB	V6404569	8699	5.58	5.58	00108451
TROXELL COMMUNICATION	V6404796	4310	1,965.36	1,965.36	00108452
WALKER JR HIGH SCHOOL	V6404990	8699	208.44	208.44	00108453
WALTERS WHOLESALE	V6409053	4355	286.82	286.82	00108454

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
WESTEL COMMUNICATION	V6405039	5610	280.00	280.00	00108455
WESTERN HIGH SCHOOL A	V6405044	8699	97.05	97.05	00108456
ZONES	V6405158	4320	11.44	11.44	00108457
*** CHECK GAP ***					
GANAHL LUMBER CO	V6401804	4355	231.05	231.05	00108459
GRAINGER	V6404982	4355	940.25	940.25	00108460
JOHNSON CONTROLS	V6406981	5610	2,662.00	2,662.00	00108461
PEARSON EDUCATION	V6403609	4150	769.58	769.58	00108462
PEARSON EDUCATION	V6403609	4150	7,176.64	7,176.64	00108463
POOL SUPPLY OF ORANGE	V6403700	4347	159.84	159.84	00108464
PRO ED INC.	V6403756	4310	433.40	433.40	00108465
RIDDLE APPLIANCE AND	V6406711	5610	414.86	414.86	00108466
RUSSELL SIGLER INC.	V6410420	4347	317.88	317.88	00108467
SCHOOL SPECIALTY INC	V6404173	9320	2,487.54	2,487.54	00108468
SOCCER CENTRAL	V6404320	4310	423.46	423.46	00108469
SOFTCHALK LLS	V6409698	4310	1,850.00	1,850.00	00108470
STAPLES ADVANTAGE	V6410116	4310 4320	234.87 88.36	323.23	00108471
THERAPEUTIC EDUCATION	V6404702	5860	8,520.00	8,520.00	00108472
TROXELL COMMUNICATION	V6404796	4410	3,200.18	3,200.18	00108473
TUPARAN, LUIS	V6410822	5220	61.39	61.39	00108474
WALTERS WHOLESAL	V6409053	4355	348.86	348.86	00108475
WOODWARD ACADEMY	V6411079	5860	10,992.60	10,992.60	00108476

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
CHILD SHUTTLE	V6406415	5870	2,784.00	2,784.00	00108479
COUNTY OF ORANGE	V6401112	5810	74,780.60	74,780.60	00108480
RED ROCK CANYON SCHOO	V6410336	5860	57,773.00	57,773.00	00108481
YAMAHA GOLF CARS OF C	V6405131	5610	3,322.41	3,322.41	00108482
*** CHECK GAP ***					
ALLIANCE ENVIRONMENTA	V6400169	5610	971.92	971.92	00108484
B AND M LAWN AND GARD	V6400423	4347	120.08	120.08	00108485
CALIFORNIA COMMERCIAL	V6400682	4355	816.21	816.21	00108486
CART MAN INC, THE	V6404668	5610	378.97	378.97	00108487
CITY OF ANAHEIM	V6400957	5520	136,164.55	152,465.22	00108488
		5530	4,757.93		
		5580	11,542.74		
COMMERCIAL AQUATIC SE	V6411131	5610	916.62	916.62	00108489
EBERHARD EQUIPMENT	V6405532	5620	789.91	789.91	00108490
IPC USA INC.	V6410467	4381	28,188.68	104,706.74	00108491
		4382	76,518.06		
SAFETY KLEEN	V6404072	4347	1,588.56	1,588.56	00108492
SO CAL OFFICE TECHNOL	V6406339	5620	495.65	495.65	00108493
TROXELL COMMUNICATION	V6404796	4410	2,133.45	2,133.45	00108494
WESTEL COMMUNICATION	V6405039	5610	120.00	120.00	00108495
ACES	V6409808	5860	2,221.25	2,221.25	00108496
GAIL MATERIALS	V6401793	4347	1,034.40	1,034.40	00108497
GLASBY MAINTENANCE SU	V6401863	4347	407.27	407.27	00108498

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
GLENCOE MCGRAW HILL	V6401865	4310	433.52	433.52	00108499
GREATER ANAHEIM SELPA	V6401927	8311	178,979.94	178,979.94	00108500
HOME DEPOT	V6405234	4320	495.65	495.65	00108501
IDMS INC.	V6408116	4320	234.95	234.95	00108502
IMPERIAL PRODUCTS INC	V6402137	4355	401.61	401.61	00108503
JACKSONS A S BREA	V6406346	4347 4370	286.69 -98.04	188.65	00108504
LIFE TECHNOLOGIES	V6408338	4310	90.03	90.03	00108505
MOORE MEDICAL CORP.	V6403191	4320	253.56	253.56	00108506
MUSICIANS FRIEND INC.	V6408365	4310	75.41	75.41	00108507
NASCO MODESTO	V6403253	4310	368.42	368.42	00108508
OCAD ASSOCIATION	V6405541	4310 5880	75.00 1,410.00	1,485.00	00108509
*** CHECK GAP ***					
AAA ELECTRIC MOTOR SA	V6400033	4347	689.60	689.60	00108513
ABSOLUTE ABATEMENT AN	V6410760	5610	1,698.00	1,698.00	00108514
AERIES SOFTWARE INC.	V6409157	5210	800.00	800.00	00108515
ALTERNATIVE REVOLVING	V6400190	4299 4310 4320 4347 4390 5610 5810 5880 5910	10.00 704.81 69.52 25.32 763.30 92.54 10.00 827.80 11.90	2,515.19	00108516
ALVARADO PAINTING, A	V6406348	5610	1,075.00	1,075.00	00108517

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
APPLE INC	V6400319	4310 4410	189.00 1,238.05	1,427.05	00108518
BROOKS INSTALLATIONS	V6403919	5610	975.00	975.00	00108519
CITY OF ANAHEIM	V6400957	5520 5530	15.20 30.95	46.15	00108520
HERITAGE SCHOOL	V6402041	5860	6,090.00	6,090.00	00108521
IPARADIGMS	V6405779	5880	4,236.24	4,236.24	00108522
JOHNSON CONTROLS	V6406981	5610	4,980.00	4,980.00	00108523
*** CHECK GAP ***					
ACES	V6409808	5860	9,655.00	9,655.00	00108525
ACS BILLING SERVICE	V6400072	5580	3,365.12	3,365.12	00108526
CITY OF ANAHEIM	V6400957	5520 5530 5580	12,909.57 477.49 2,535.58	15,922.64	00108527
CITY OF BUENA PARK	V6400958	5530 5580	2,002.18 207.72	2,209.90	00108528
FERGUSON ENTERPRISES	V6409823	4355	1,207.36	1,207.36	00108529
FULLERTON ACE HARDWAR	V6405244	4310	49.50	49.50	00108530
GANAHL LUMBER CO	V6401804	4310	1,251.11	1,251.11	00108531
GARCIA, PIERRE	V6411209	5454	308.27	308.27	00108532
GAS COMPANY, THE	V6404372	5510	628.51	628.51	00108533
GOPHER SPORTS EQUIPME	V6401902	4310	3,077.88	3,077.88	00108534
HERNANDEZ, JOSE	V6408762	5880	900.00	900.00	00108535
HOME DEPOT	V6405234	4347 4355	180.19 1,013.73	1,193.92	00108536

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
HORIZON	V6408259	4347	119.68	119.68	00108537
IBARRA RODRIGUEZ, MIG	V6409769	5220	57.17	57.17	00108538
IRON MOUNTAIN	V6409943	5812	142.00	142.00	00108539
KONICA MINOLTA BUSINE	V6403156	5620	1,521.58	1,521.58	00108540
LAIOLA, JIM	V6402340	5610	100.00	100.00	00108541
LETTER PERFECT SIGNS	V6402726	4355	290.28	290.28	00108542
LEXICON GLOBAL	V6410367	6490	5,154.47	5,154.47	00108543
ST IRENAEUS CHURCH FI	V6411217	8650	348.00	348.00	00108544
*** CHECK GAP ***					
ACES	V6409808	5860	1,155.00	1,155.00	00108548
ACORN MEDIA	V6400068	4310 5880	26.94 8,646.94	8,673.88	00108549
ACOUSTICAL MATERIAL S	V6400070	4355	167.25	167.25	00108550
ALBRIGHT LIGHTING PLA	V6410869	4355	48.22	48.22	00108551
BEACON DAY SCHOOL	V6409269	5860	18,390.43	18,390.43	00108552
COMPREHENSIVE DRUG TE	V6410899	5810	535.20	535.20	00108553
COUNTY OF ORANGE	V6401112	5810	74,780.60	74,780.60	00108554
ECONOMY RENTALS INC	V6401478	5620	292.93	292.93	00108555
FENN TERMITE AND PEST	V6401679	5610	295.00	295.00	00108556
FERGUSON ENTERPRISES	V6409823	4355	356.06	356.06	00108557
GIANNELLI ELECTRIC IN	V6401857	5610	450.85	450.85	00108558
GILBERT SOUTH ASB	V6407543	5880	99.00	99.00	00108559
HP DIRECT	V6408671	4310	4,712.99	5,636.86	00108560

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
		4320	566.27		
		5610	357.60		
IMPERIAL PRODUCTS INC	V6402137	4355	230.73	230.73	00108561
INCLUSIVE EDUCATION A	V6410158	5860	1,670.00	1,670.00	00108562
KRUGER, CELESTE	V6409442	5220	37.46	37.46	00108563
MEEHAN, LACEY	V6409733	5220	24.70	24.70	00108564
NEW HAVEN YOUTH AND F	V6407247	5860	8,309.00	8,309.00	00108565
OCDE	V6403452	7141	106,205.25	106,205.25	00108566
OFFICE DIGITAL SOLUTI	V6411101	4310	46,506.70	46,506.70	00108567
ORVAC ELECTRONICS	V6403479	4320	114.85	114.85	00108568
PARADIGM HEALTHCARE S	V6403536	5810	7,763.65	7,763.65	00108569
QUENEAU, JANET	V6405658	5220	61.61	61.61	00108570
RALEPHS GROCERY COMPAN	V6403828	4310	97.81	97.81	00108571
REAL, JEANNETTE	V6411176	5220	85.14	85.14	00108572
SCHOOL INNOVATIONS AN	V6409383	5810	8,400.00	8,400.00	00108573
SOUTHERN CALIFORNIA E	V6404370	5520	67,894.04	67,894.04	00108574
STEINBRICK, GAIL	V6408751	5220	103.01	103.01	00108575
ALTERNATIVE REVOLVING	V6400190	4199	74.00	74.00	00108576
		4210	114.23	114.23	
		4310	2,500.71	2,500.71	
		4312	10.00	10.00	
		4315	135.88	135.88	
		4316	19.62	19.62	
		4317	108.73	108.73	
		4320	369.96	369.96	
		4323	271.53	271.53	
		4324	93.78	93.78	
		4326	198.68	198.68	

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
		4330	404.61		
		4333	64.52		
		4334	42.99		
		4335	71.97		
		4336	23.73		
		4337	448.03		
		4347	50.30		
		4390	106.30		
		5910	27.22		
CATHEDRAL HOME FOR CH	V6407473	5860	173,400.00	173,400.00	00108577
CULVER NEWLIN INC	V6401188	4310	6,809.32	16,730.94	00108578
		4410	9,921.62		
*** VOID CONTINUE *** VOID.CONTINU					
FENN TERMITE AND PEST	V6401679	5610	3,437.00	3,437.00	00108580
IMAGE APPAREL FOR BUS	V6402628	4347	13.56	62.07	00108581
		4355	48.51		
GRAVES, MAUREEN	V6411180	5850	14,000.00	14,000.00	00108582
MC FADDEN DALE HARDWA	V6403056	4347	12.19	12.19	00108583
MONJARAS AND WISMAYER	V6410873	5810	587.50	587.50	00108584

TOTAL FOR FUND: 0101 GENERAL FUND 4,637,054.53

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
	4386		3,620.31		
	4388		860.33		
	4390		3,285.89		
	4410		151,231.07		
	5100		537,737.02		
	5210		9,844.73		
	5220		2,796.47		
	5310		1,399.00		
	5454		18,720.85		
	5510		32,284.72		
	5520		692,713.59		
	5530		104,385.88		
	5580		90,835.30		
	5610		160,528.85		
	5620		30,581.25		
	5630		6,699.46		
	5712		0.19		
	5805		17,393.07		
	5810		253,752.73		
	5812		284.00		
	5820		13,984.00		
	5821		81,063.94		
	5850		27,000.00		
	5860		498,348.87		
	5870		5,636.00		
	5880		41,468.53		
	5910		10,277.79		
	5918		797.37		
	6165		1,000.00		
	6490		76,236.69		
	7141		208,748.25		
	8311		524,674.48		
	8650		348.00		
	8699		11,883.33		
	9320		37,625.36		

TOTAL FOR FUND: 0101 GENERAL FUND 4,637,054.53

Total Number Of Checks Printed: 777
 Number Of Void Checks Printed: 4
 Number Of Actual Checks Printed: 773

ANAHEIM UHSD 01/16/13 Vendor Check Register
 WED, JAN 16, 2013, 11:14 AM --req: KORR-----leg: 64 ----loc: 64FISCAL--job: 12978898 #J722--prog: CK517 <1.01>--report id: CKRECSOC

FUND: 2525 CAPITAL FAC

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
TWINING INC	V6404809	6290	3,261.50	3,261.50	00108416
				*** CHECK GAP ***	
RAJESH KUMAR AROKA	V6411213	8681	876.15	876.15	00108524
				*** CHECK GAP ***	
HUNG LE	V6411214	8681	2,430.95	2,430.95	00108545
				*** CHECK GAP ***	

TOTAL FOR FUND: 2525 CAPITAL FAC 6,568.60

Object	Object Total
6290	3,261.50
8681	3,307.10
TOTAL FOR FUND: 2525 CAPITAL FAC	6,568.60

Total Number Of Checks Printed: 3
 Number Of Void Checks Printed: 0
 Number Of Actual Checks Printed: 3

FUND: 2545 CAP FAC AGENCY

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
BIG BEN INC	V6410762	6165	239,495.00	239,495.00	00107845
J AND A FENCE	V6409989	6165	725.00	725.00	00107846
*** CHECK GAP ***					
BUDLONG AND ASSOCIATE	V6409794	6212	1,329.00	1,329.00	00107944
JUBANY NAC ARCHITECTU	V6409796	6212	7,504.72	7,504.72	00107945
*** CHECK GAP ***					
NB CONSULTING ENGINEE	V6409786	6212	1,120.00	1,120.00	00108047
*** CHECK GAP ***					
BANK OF SACRAMENTO	V6407928	6165	4,007.50	4,007.50	00108354
BIG BEN INC	V6410762	6165	65,787.50	65,787.50	00108355
C S LEGACY CONSTRUCTI	V6409813	6165	76,142.50	76,142.50	00108356
*** CHECK GAP ***					
TWINING INC	V6404809	6290	2,231.25	2,231.25	00108417

TOTAL FOR FUND: 2545 CAP FAC AGENCY 398,342.47

Object	Object Total
6165	386,157.50
6212	9,953.72
6290	2,231.25
TOTAL FOR FUND: 2545 CAP FAC AGENCY	398,342.47

Total Number Of Checks Printed: 9
 Number Of Void Checks Printed: 0

ANAHEIM UHSD 01/16/13 Vendor Check Register
WED, JAN 16, 2013, 11:14 AM --req: KORR-----leg: 64 ----loc: 64FISCAL--job: 12978898 #J722---prog: CK517 <1.01>--report id: CKRECSOC

FUND: 2545 CAP FAC AGENCY

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #

9

Number Of Actual Checks Printed:

ANAHEIM UHSD 01/16/13 Vendor Check Register
 WED, JAN 16, 2013, 11:14 AM --req: KORR-----leg: 64 ----loc: 64FISCAL--job: 12978898 #J722--prog: CK517 <1.01>--report id: CKRELSUC

FUND: 3535 SCHL FAC

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
TWINING INC	V6404809	6290	6,672.84	6,672.84	00108418
*** CHECK GAP ***					
EZ LINE STRIPING CORP	V6410193	6165	9,367.50	9,367.50	00108585

TOTAL FOR FUND: 3535 SCHL FAC 16,040.34

Object	Object Total
6165	9,367.50
6290	6,672.84
TOTAL FOR FUND: 3535 SCHL FAC	16,040.34

Total Number Of Checks Printed: 2
 Number Of Void Checks Printed: 0
 Number Of Actual Checks Printed: 2

ANAHEIM UHSD 01/16/13 Vendor Check Register
 WED, JAN 16, 2013, 11:14 AM --req: KORR-----leg: 64 ----loc: 64FISCAL--job: 12978898 #J722--prog: CK517 <1.01>--report id: CKRECSOC

FUND: 4040 SPECIAL RESERVE

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
AMTEC	V6411210	5880	7,500.00	7,500.00	00108458

*** CHECK GAP ***

TOTAL FOR FUND: 4040 SPECIAL RESERVE 7,500.00

Object	Object Total
5880	7,500.00
TOTAL FOR FUND: 4040 SPECIAL RESERVE	7,500.00

Total Number Of Checks Printed: 1
 Number Of Void Checks Printed: 0
 Number Of Actual Checks Printed: 1

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
KEENAN ASSOCIATES	V6409242	5811	6,500.00	6,500.00	00107946
				*** CHECK GAP ***	
AUHSO	V6400400	5890	17,186.36	17,186.36	00108094
				*** CHECK GAP ***	
OCCUPATIONAL HEALTH C	V6406429	5890	1,558.43	1,558.43	00108203
				*** CHECK GAP ***	
DEPARTMENT OF INDUSTR	V6409924	5811	41,529.43	41,529.43	00108357

TOTAL FOR FUND: 6768 INS-WCI 66,774.22

Object	Object Total
5811	48,029.43
5890	18,744.79
TOTAL FOR FUND: 6768 INS-WCI	66,774.22

Total Number Of Checks Printed: 4
 Number Of Void Checks Printed: 0
 Number Of Actual Checks Printed: 4

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
EXPRESS SCRIPTS INC.	V6410974	5895	92,922.50	92,922.50	00107775
PINNACLE CLAIMS MANAG	V6409946	5812	140,905.63	140,905.63	00107776
AUHSO	V6400400	5891	1,310,632.97	1,310,632.97	00107804
ANTHEM BLUE CROSS	V6409810	5461	1,123,526.93	1,123,526.93	00107847
METLIFE	V6408692	5462	17,853.15	17,853.15	00107848
MHN SERVICES	V6406987	5463	29,313.77	29,313.77	00107849
VISION SERVICE PLAN	V6404956	5464	41,778.44	41,778.44	00107850
AMERICAN FIDELITY ASS	V6408036	5450	7,180.13	7,180.13	00107933
EXPRESS SCRIPTS INC.	V6410974	5895	70,565.07	70,565.07	00107934
DELTA CARE USA	V6405542	5465	9,970.53	9,970.53	00108048
EXPRESS SCRIPTS INC.	V6410974	5895	72,045.16	72,045.16	00108049
AUHSO	V6400400	5891	558,610.72	558,610.72	00108186
EXPRESS SCRIPTS INC.	V6410974	5895	75,820.12	75,820.12	00108187
AMERICAN FIDELITY ASS	V6408036	5450	7,174.73	7,174.73	00108204
METLIFE	V6408692	5462	17,809.05	17,809.05	00108205

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ANAHEIM UHSD 01/16/13 Vendor Check Register
 WED, JAN 16, 2013, 11:14 AM --reg: KORR-----leg: 64 ----loc: 64FISCAL--job: 12978898 #J722--prog: CK517 <1.01>--report id: CKRECSOC

FUND: 6769 INS - H&W

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
MHN SERVICES	V6406987	5463	29,226.85	29,226.85	00108206
				*** CHECK GAP ***	
GALLAGHER BENEFIT SER	V6408675	5812	11,000.00	11,000.00	00108223
				*** CHECK GAP ***	
BENISTAR HARTFORD	V6410980	5466	69,024.67	69,024.67	00108333
EXPRESS SCRIPTS INC.	V6410974	5895	84,432.57	84,432.57	00108334
				*** CHECK GAP ***	
AUHS	V6400400	5891	919,745.56	919,745.56	00108362
				*** CHECK GAP ***	
EXPRESS SCRIPTS INC.	V6410974	5895	66,939.19	66,939.19	00108419
				*** CHECK GAP ***	
BENISTAR HARTFORD	V6410980	5466	71,917.01	71,917.01	00108477
EXPRESS SCRIPTS INC.	V6410974	5895	73,266.43	73,266.43	00108478
				*** CHECK GAP ***	
GALLAGHER BENEFIT SER	V6408675	5812	11,000.00	11,000.00	00108483
				*** CHECK GAP ***	
PINNACLE CLAIMS MANAG	V6409946	5812	151,797.78	151,797.78	00108510
VISION SERVICE PLAN	V6404956	5464	41,630.29	41,630.29	00108511
				*** CHECK GAP ***	
DELTA CARE USA	V6405542	5465	9,716.53	9,716.53	00108546
EXPRESS SCRIPTS INC.	V6410974	5895	85,987.37	85,987.37	00108547

TOTAL FOR FUND: 6769 INS - H&W 5,201,793.15

ANAHEIM UHSD 01/16/13 Vendor Check Register
 WED, JAN 16, 2013, 11:14 AM --Req: KOPR-----leg: 64 ----loc: 64FISCAL--job: 12978898 #J722--prog: CK517 <1.01>---report id: CKRECSU

FUND: 6769 INS - H&W

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
		Object	Object Total		
		5450	14,354.86		
		5461	1,123,526.93		
		5462	35,662.20		
		5463	58,540.62		
		5464	83,408.73		
		5465	19,687.06		
		5466	140,941.68		
		5812	314,703.41		
		5891	2,788,989.25		
		5895	621,978.41		

TOTAL FOR FUND: 6769 INS - H&W 5,201,793.15

Total Number Of Checks Printed: 28
 Number Of Void Checks Printed: 0
 Number Of Actual Checks Printed: 28

FUND: 7676 WARRANT/PASSTHRU

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
GREATHER ANAHEIM SELPA V6401927	9620	9620	57,807.00	57,807.00	00107978
				*** CHECK GAP ***	
GREATHER ANAHEIM SELPA V6401927	9620	9620	3,734.00	3,734.00	00108095
				*** CHECK GAP ***	
GREATHER ANAHEIM SELPA V6401927	9620	9620	2,486,391.00	2,486,391.00	00108153
				*** CHECK GAP ***	
GREATHER ANAHEIM SELPA V6401927	9620	9620	120,812.00	120,812.00	00108188
				*** CHECK GAP ***	
GREATHER ANAHEIM SELPA V6401927	9620	9620	74,424.00	74,424.00	00108281
				*** CHECK GAP ***	
GREATHER ANAHEIM SELPA V6401927	9620	9620	5,579.00	5,579.00	00108420
				*** CHECK GAP ***	
GREATHER ANAHEIM SELPA V6401927	9620	9620	2,509,217.00	2,509,217.00	00108512
				*** CHECK GAP ***	

TOTAL FOR FUND: 7676 WARRANT/PASSTHRU 5,257,964.00

Object	Object Total
9620	5,257,964.00
TOTAL FOR FUND: 7676 WARRANT/PASSTHRU	5,257,964.00

Total Number Of Checks Printed: 7
 Number Of Void Checks Printed: 0
 Number Of Actual Checks Printed: 7

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 01/24/2013

FROM 11/27/2012 TO 01/14/2013

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
G64A0110	OFFICE DIGITAL SOLUTIONS PLUS	64,891.36	64,891.36	0112112072 4320	PURCHASING/GENL ADM / OTHER OFFICE/MISC
G64A0111	WELCH, MICHAEL	2,160.00	2,160.00	0119283039 5850	SYS/OTHER PUPIL / JUDGEMENTS
G64A0112	THERAPEUTIC EDUCATION CENTERS	46,830.00	46,830.00	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
G64A0113	WELCH, DANIEL F.	10,840.00	10,840.00	0119283039 5850	SYS/OTHER PUPIL / JUDGEMENTS
G64A0114	INSTITUTE FOR APPLIED BEHAVIOR	15,380.00	15,380.00	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
G64A0115	ANAHEIM FAMILY YMCA	768,264.00	768,264.00	0100439540 5100	AFTER SCHOOL ED/SAFETY/ANCILLA /
G64A0116	THERAPEUTIC EDUCATION CENTERS	40,470.00	40,470.00	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
G64A0117	SCHOOL SERVICES OF CALIFORNIA	17,007.61	17,007.61	0104104072 5821	CERT HR/GENL ADM / LEGAL FEES
G64A0118	CATHEDRAL HOME FOR CHILDREN	347,012.00	76,912.00	0119282518 5860	SP ED MENTAL HEALTH SERVICES / NONPUBLIC
			270,100.00	0119282539 5860	SP ED MENTAL HEALTH SERVICES / NONPUBLIC
G64A0119	DEVEREUX TEXAS TREATMENT CTR.	24,621.30	4,151.70	0119282518 5860	SP ED MENTAL HEALTH SERVICES / NONPUBLIC
			20,469.60	0119282539 5860	SP ED MENTAL HEALTH SERVICES / NONPUBLIC
G64A0120	ACES	28,920.00	28,920.00	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
G64A0121	LAW OFFICES OF MAUREEN GRAVES	14,000.00	14,000.00	0119283039 5850	SYS/OTHER PUPIL / JUDGEMENTS
G64A0122	COUNTY OF ORANGE	74,780.60	74,780.60	0119282531 5810	SP ED IDEA MENTAL HEALTH SERVS /
G64C0016	OCDE	1,150.00	1,150.00	0144399010 5210	TITLE II IMPR TCHR QUAL - ED / TRAVEL AND
G64C0128	PRESENTATION FOLDER INC	646.50	646.50	0102102071 5810	SUPT/BRD SUPT / NON-INSTRUCTIONAL PROF
G64C0180	E.G. AIRE HEATING AND AIR COND	5,950.00	5,950.00	01402335081 5610	SOUTH/HVAC/MO / REPAIRS/MAINT - O/S SERVICES
G64C0190	COLLEGE BOARD	425.62	425.62	0152152030 4310	PUPIL TEST/TEST / INSTRUCTIONAL MATL &
G64C0212	APEX TENT AND PARTY	726.24	726.24	0124000010 5620	LOARA/INSTR / RENTALS/OPERATING LEASES
G64C0221	SILVERADO STAGES INC.	3,800.00	3,800.00	0120506010 5620	ANAHEIM/PUENTE/INSTR / RENTALS/OPERATING
G64C0226	OCDE	100.00	100.00	0153591510 5210	SPECIAL PROG/LOC GIFTS & GRNTS / TRAVEL AND
G64C0231	HALDEMAN INC.	1,284.38	1,284.38	01342335081 4347	WA/HVAC/MO / OPERATIONS SUPPLIES - MISC
G64C0232	NEW HORIZONS CONTRACTING	5,600.00	5,600.00	0110164581 5610	DEF MAINT CATEG FLEX/M&O / REPAIRS/MAINT -

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 01/24/2013

FROM 11/27/2012 TO 01/14/2013

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
G64C0233	TANDUS US INC	3,197.05	3,197.05	0110164581 5610	DEF MAINT CATEG FLEX/M&O / REPAIRS/MAINT -
G64C0234	SIGNATURE COMMERCIAL FLOOR COV	1,100.00	1,100.00	0110164581 5610	DEF MAINT CATEG FLEX/M&O / REPAIRS/MAINT -
G64C0237	ALVARADO PAINTING, A	2,946.14	2,946.14	0110164581 5610	DEF MAINT CATEG FLEX/M&O / REPAIRS/MAINT -
G64C0238	ALVARADO PAINTING, A	1,300.00	1,300.00	0135237081 5610	DALE/PAINT/MO / REPAIRS/MAINT - O/S SERVICES
G64C0239	DHK PLUMBING AND PIPING	16,402.50	16,402.50	0140239081 5610	SOUTHI/PLUMB/MO / REPAIRS/MAINT - O/S
G64C0240	ALVARADO PAINTING, A	900.00	900.00	0121237081 5610	WESTERN/PAINT/MO / REPAIRS/MAINT - O/S
G64C0241	DIGITAL ELECTRIC INC.	1,490.00	1,490.00	0122231081 5610	MA/ELECTRIC/MO / REPAIRS/MAINT - O/S
G64C0242	LATHEM TIME COMPANY	1,958.34	1,958.34	0110231081 4355	MAINTENANCE/ELEC/MO / MAINTENANCE
G64C0243	BROOKS INSTALLATIONS	1,928.00	1,928.00	0140230081 5610	SOUTH/GENERAL/MO / REPAIRS/MAINT - O/S
G64C0244	COMMERCIAL AQUATIC SERVICES IN	872.13	872.13	0128240081 4355	CY/POOL/MO / MAINTENANCE SUPPLIES
G64C0245	ORANGE COUNTY FIRE PROTECTION	1,382.58	1,382.58	0120230081 5610	ANAHEIM/GENERAL/MO / REPAIRS/MAINT - O/S
G64C0246	ALVARADO PAINTING, A	500.00	500.00	0124237081 5610	LOARA/PAINT/MO / REPAIRS/MAINT - O/S
G64C0247	GOLDEN STATE PAVING CO INC	5,950.00	5,950.00	0169238081 5610	TRIDENT/PAVING/MO / REPAIRS/MAINT - O/S
G64C0248	DIGITAL ELECTRIC INC.	2,450.00	2,450.00	0137231081 5610	SY/ELECTRIC/MO / REPAIRS/MAINT - O/S SERVICES
G64C0249	J AND A FENCE	1,400.00	1,400.00	0124232081 5610	LOARA/FENCE/MO / REPAIRS/MAINT - O/S
G64C0251	RIV OR COUNTIES PUMP COMPANY I	224.42	224.42	0138222081 4347	OPERATIONS - GROUNDS / OPERATIONS SUPPLIES
G64C0252	J AND A FENCE	2,380.00	2,380.00	0122232081 5610	MA/FENCE/MO / REPAIRS/MAINT - O/S SERVICES
G64C0253	ABE'S PLUMBING	3,625.00	3,625.00	0125239081 5610	KA/PLUMB/MO / REPAIRS/MAINT - O/S SERVICES
G64C0254	ALVARADO PAINTING, A	800.00	800.00	0124237081 5610	LOARA/PAINT/MO / REPAIRS/MAINT - O/S
G64C0255	HALDEMAN INC.	634.65	634.65	0142235081 4347	OXFORD/HVAC/MO / OPERATIONS SUPPLIES - MISC
G64C0257	ICS SERVICE CO.	1,595.45	1,595.45	0121231081 5610	WESTERN/ELECTRIC/MO / REPAIRS/MAINT - O/S
G64C0258	C TECH CONSTRUCTION INC.	580.00	360.00	0122230081 5610	MA/GENERAL/MO / REPAIRS/MAINT - O/S
			220.00	0148230081 5610	HANDE/LGENERAL/MO / REPAIRS/MAINT - O/S
G64C0259	ICS SERVICE CO.	1,236.25	1,236.25	0132231081 5610	OR/ELECTRIC/MO / REPAIRS/MAINT - O/S SERVICES

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 01/24/2013

FROM 11/27/2012 TO 01/14/2013

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
G64C0260	LIGHTSPEED SYSTEMS	360.00	360.00	0108108077 5210	INFO SYSTEM/DP / TRAVEL AND CONFERENCE
G64C0261	DHK PLUMBING AND PIPING	3,375.00	3,375.00	0125239081 5610	KA/PLUMB/MO / REPAIRS/MAINT - O/S SERVICES
G64C0262	ALVARADO PAINTING, A	450.00	450.00	0124237081 5610	LOARA/PAINT/MO / REPAIRS/MAINT - O/S
G64C0263	ORANGE COUNTY FIRE PROTECTION	2,185.06	2,185.06	0120230081 5610	ANAHEIM/GENERAL/MO / REPAIRS/MAINT - O/S
G64C0264	JOHNSON CONTROLS	3,480.00	3,480.00	0169235081 5610	TRIDENT/HVAC/MO / REPAIRS/MAINT - O/S
G64C0265	ALVARADO PAINTING, A	500.00	500.00	0138237081 5610	BALL/PAINT/MO / REPAIRS/MAINT - O/S SERVICES
G64C0266	JOHNSON CONTROLS	1,500.00	1,500.00	0110235081 5610	MAINTENANCE/HVAC/MO / REPAIRS/MAINT - O/S
G64C0268	VISION COMMUNICATIONS CO.	77,971.20	77,971.20	0100000072 4320	GEN FUND/GENL ADM / OTHER OFFICE/MISC
G64C0269	BEST CONTRACTING SERVICES INC.	2,499.00	2,499.00	0127241081 5610	KE/ROOF/MO / REPAIRS/MAINT - O/S SERVICES
G64C0270	GMF SOUND INC	9,700.01	2,247.34	0123591510 4410	SAVANNA/LOCAL GRANTS/GIFT / EQUIPMENT -
			7,452.67	0123591510 6490	SAVANNA/LOCAL GRANTS/GIFT / EQUIPMENT -
G64C0271	ALVARADO PAINTING, A	450.00	450.00	0148237081 5610	HANDEL/PAINT/MO / REPAIRS/MAINT - O/S
G64C0272	CENTRAL PLUMBING CO. INC.	1,000.00	1,000.00	0128239081 5610	CY/PLUMB/MO / REPAIRS/MAINT - O/S SERVICES
G64C0273	ALVARADO PAINTING, A	400.00	400.00	0137237081 5610	SY/PAINT/MO / REPAIRS/MAINT - O/S SERVICES
G64C0274	C TECH CONSTRUCTION INC.	234.00	234.00	0122230081 5610	MA/GENERAL/MO / REPAIRS/MAINT - O/S
G64C0275	R. M. SYSTEMS INC.	700.00	700.00	0132235081 5610	OR/HVAC/MO / REPAIRS/MAINT - O/S SERVICES
G64C0276	COMMERCIAL AQUATIC SERVICES IN	818.37	818.37	0127240081 5610	KE/POOL/MO / REPAIRS/MAINT - O/S SERVICES
G64C0278	ORANGE COUNTY SANDBAGGER	280.15	280.15	0111220081 4347	OPERATIONS - GENERAL / OPERATIONS SUPPLIES -
G64C0280	RIV OR COUNTIES PUMP COMPANY I	825.90	825.90	0132222081 5610	OPERATIONS - GROUNDS / REPAIRS/MAINT - O/S
G64C0281	TURF STAR INC	1,751.27	1,751.27	0111220081 5610	OPERATIONS - GENERAL / REPAIRS/MAINT - O/S
G64C0282	SIMPLEXGRINNELL	3,525.46	3,525.46	0120231081 5610	ANAHEIM/ELECTRIC/MO / REPAIRS/MAINT - O/S
G64C0283	J AND A FENCE	1,900.00	1,900.00	0121232081 5610	WESTERN/FENCE/MO / REPAIRS/MAINT - O/S
G64C0284	SAFETY KLEEN	1,500.00	1,500.00	0128220081 5610	OPERATIONS - GENERAL / REPAIRS/MAINT - O/S
G64C0285	JOHNSON CONTROLS	1,500.00	1,500.00	0127235081 5610	KE/HVAC/MO / REPAIRS/MAINT - O/S SERVICES

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G64C0286	DHK PLUMBING AND PIPING	750.00	750.00	0137239081 5610	SY/PLUMB/MO / REPAIRS/MAINT - O/S SERVICES
G64C0287	ABSOLUTE ABATEMENT AND DEMOLIT	1,698.00	1,698.00	0110230081 5610	MAINTENANCE/MO / REPAIRS/MAINT - O/S
G64C0288	ABE'S PLUMBING	25,000.00	25,000.00	0128239081 5610	CY/PLUMB/MO / REPAIRS/MAINT - O/S SERVICES
G64C0289	ALPINE EQUIPMENT CORPORATION	1,503.00	1,503.00	0122230081 5610	MA/GENERAL/MO / REPAIRS/MAINT - O/S
G64C0290	UNIVERSAL ASPHALT	14,650.00	14,650.00	0138238081 5610	BALL/PAVING/MO / REPAIRS/MAINT - O/S
G64C0292	SUPPLYMASTER	70.50	70.50	0107107072 4320	ACCTG /GENL ADM / OTHER OFFICE/MISC
G64R0693	EINSTRUCTION	67.80	67.80	0128000010 4310	CY/INSTR / INSTRUCIONAL MATL & SUPPLIES
G64R0694	GOV CONNECTION	598.59	598.59	0117326010 4310	PEP GRANT/INSTR / INSTRUCIONAL MATL &
G64R0695	SEHI COMPUTER PRODUCTS	198.01	198.01	0128393010 4310	CY/VEA-2B/INSTR / INSTRUCIONAL MATL &
G64R0697	PARAMOUNT PICTURES GUEST RELAT	2,500.00	2,500.00	0120487010 5880	MULTIMEDIA COMPUTER TECH/INST / OTHER
G64R0698	JETT, ROBERT CARL	5,000.00	5,000.00	0123007010 5805	SA/INS MUS/INSTR / INSTRUCIONAL PROF
G64R0699	OCDE	35.00	35.00	0140381010 5210	SOUTH/ECIA/INSTR / TRAVEL AND CONFERENCE
G64R0700	ACCREDITING COMMISSION FOR	2,175.00	2,175.00	0115115072 5880	EDUCATION/GENL ADM / OTHER OPERATING
G64R0701	SCHOLASTIC INC. WEEKLY READER	297.00	297.00	0144000010 4310	LEX/INSTR / INSTRUCIONAL MATL & SUPPLIES
G64R0702	ORANGE COUNTY FIRE AUTHORITY	100.00	100.00	0128230081 5880	CY/GENERAL/MO / OTHER OPERATING EXPENSES
G64R0703	B AND H PHOTO VIDEO INC	468.57	468.57	0127009010 4310	KE/PHOTO/INSTR / INSTRUCIONAL MATL &
G64R0704	B AND H PHOTO VIDEO INC	310.18	310.18	0140009010 4310	SOUTH/PHOTO/INSTR / INSTRUCIONAL MATL &
G64R0705	CELLSERV	163.48	163.48	0121393010 4310	WESTERN/VEA-2B/INSTR / INSTRUCIONAL MATL
G64R0706	NSTA	34.21	34.21	0122381010 4310	MA/ECIA/INSTR / INSTRUCIONAL MATL &
G64R0707	DEPARTMENT OF GENERAL SERVICES	1,058.00	1,058.00	0104104072 5821	CERT HR/GENL ADM / LEGAL FEES
G64R0708	HP DIRECT	32.00	32.00	0121393010 4310	WESTERN/VEA-2B/INSTR / INSTRUCIONAL MATL
G64R0709	RENAISSANCE LEARNING INC	10,219.00	10,219.00	0140381010 4310	SOUTH/ECIA/INSTR / INSTRUCIONAL MATL &
G64R0710	READSPEAKER	2,000.00	2,000.00	0128393010 5880	CY/VEA-2B/INSTR / OTHER OPERATING EXPENSES
G64R0711	STAPLES ADVANTAGE	132.53	132.53	0123456010 4310	SA/EALEP/INSTR / INSTRUCIONAL MATL &

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G64R0712	JUNIOR LIBRARY GUILD	5,557.31	5,557.31	0123456010 4210	SA/EIALEP/INSTR / BOOKS AND REFERENCE
G64R0713	FOLLETT LIBRARY RESOURCES	500.00	500.00	0120456010 4210	ANAHEIM/EIALEP/INSTR / BOOKS AND REFERENCE
G64R0715	GLENCOE MCGRAW HILL	434.46	434.46	0146163010 4310	CDS/INSTR / INSTRUCTIONAL MATL & SUPPLIES
G64R0716	STAPLES ADVANTAGE	86.38	86.38	0163456021 4320	EIALEP / SUPR INST / OTHER OFFICE/MISC
G64R0717	OFFICE DEPOT	161.78	161.78	0135252011 4310	DA/MILD MODERATE/SE SEP CL/NSF /
G64R0718	SILVER STATE COACH INC	2,520.00	2,520.00	0127000010 5620	KE/INSTR / RENTALS/OPERATING LEASES
G64R0719	WEST COAST LANYARDS INC.	69.89	69.89	0122381010 4310	MA/EICIA/INSTR / INSTRUCTIONAL MATL &
G64R0720	OCDE	585.00	585.00	0132025040 5880	OR/ANCIL / OTHER OPERATING EXPENSES
G64R0721	CREATIVE COOKBOOK	2,534.28	2,534.28	0127013010 4310	KE/HECT/INSTR / INSTRUCTIONAL MATL &
G64R0722	CULVER NEWLIN INC	1,198.22	1,198.22	0127000010 4310	KE/INSTR / INSTRUCTIONS SUPPLIES - MISC
G64R0723	B AND M LAWN AND GARDEN INC	547.37	547.37	0127000081 4347	KE/MO / OPERATIONS SUPPLIES - MISC
G64R0724	BROOKS INSTALLATIONS	1,150.00	1,150.00	0137230081 5610	SY/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
G64R0725	BROOKS INSTALLATIONS	1,750.00	1,750.00	0122230081 5610	MA/GENERAL/MO / REPAIRS/MAINT - O/S
G64R0726	BROOKS INSTALLATIONS	975.00	975.00	0132230081 5610	OR/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
G64R0727	HP DIRECT	566.27	566.27	0104104072 4320	CERT HR/GENL ADM / OTHER OFFICE/MISC
G64R0728	STAPLES ADVANTAGE	527.91	527.91	0122903510 4310	MA/OCDE-TUPE GRANT/INSTR / INSTRUCTIONAL
G64R0729	CDW GOVERNMENT INC.	991.91	991.91	0128000010 4310	CY/INSTR / INSTRUCTIONAL MATL & SUPPLIES
G64R0730	AARDVARK CLAY AND SUPPLIES INC	511.12	511.12	0128903510 4310	CY/OCDE-TUPE GRANT/INSTR / INSTRUCTIONAL
G64R0731	FOCUSED FITNESS LLC	79.79	79.79	0117326010 4310	PEP GRANT/INSTR / INSTRUCTIONAL MATL &
G64R0732	LIFE TRENDS GROUP	626.94	626.94	0119283021 4320	SYS/SUPV INST / OTHER OFFICE/MISC SUPPLIES
G64R0733	NCS PEARSON INC.	427.70	427.70	0119283232 4310	SYS/PSYCH / INSTRUCTIONAL MATL & SUPPLIES
G64R0734	AKT INC.	295.02	295.02	0119283011 4310	SYS/INSTR / INSTRUCTIONAL MATL & SUPPLIES
G64R0735	CULVER NEWLIN INC	346.92	346.92	0119283039 4320	SYS/OTHER PUPIL / OTHER OFFICE/MISC SUPPLIES
G64R0736	WEB STORES AMERICA INC	179.95	179.95	0119283011 4310	SYS/INSTR / INSTRUCTIONAL MATL & SUPPLIES

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G64R0737	ACORN MEDIA	136.00	136.00	0128393010 4310	CY/VEA-2B/INSTR / INSTRUCTIONAL MATL &
G64R0738	IMAGE APPAREL FOR BUSINESS	233.11	233.11	01222000081 4347	MA/MO / OPERATIONS SUPPLIES - MISC
G64R0739	MD INSTALLATIONS INT'L INC.	684.00	684.00	0105105072 5610	CLASS HR/GENL ADM / REPAIRS/MAINT - O/S
G64R0740	OCDE	597.00	597.00	0134903510 5210	WA/OCDE-TUPE GRANT/INSTR / TRAVEL AND
G64R0741	OCDE	700.00	700.00	0131456010 5210	BR/EIALEP/INSTR / TRAVEL AND CONFERENCE
G64R0742	CENTER FOR VISION LOSS	975.62	975.62	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
G64R0743	MUSICK AND PEELER AND GARRETT	175.00	175.00	0105105072 5821	CLASS HR/GENL ADM / LEGAL FEES
G64R0744	TECHSMITH	225.09	225.09	0128393010 4310	CY/VEA-2B/INSTR / INSTRUCTIONAL MATL &
G64R0745	PRO ED INC.	463.94	463.94	0119283011 4310	SYS/INSTR / INSTRUCTIONAL MATL & SUPPLIES
G64R0746	CELLSERV	81.74	81.74	0121393010 4310	WESTERN/VEA-2B/INSTR / INSTRUCTIONAL MATL
G64R0747	EDVOTEK INC.	90.76	90.76	0121393010 4310	WESTERN/VEA-2B/INSTR / INSTRUCTIONAL MATL
G64R0748	CAROLINA BIOLOGICAL SUPPLY CO.	212.19	212.19	0121393010 4310	WESTERN/VEA-2B/INSTR / INSTRUCTIONAL MATL
G64R0749	B AND H PHOTO VIDEO INC	299.67	299.67	0128393010 4310	CY/VEA-2B/INSTR / INSTRUCTIONAL MATL &
G64R0750	OFFICE DEPOT	161.61	161.61	0125009010 4310	KA/PHOTO/INSTR / INSTRUCTIONAL MATL &
G64R0751	ACORN MEDIA	153.01	153.01	0140381010 4310	SOUTH/ECIA1/INSTR / INSTRUCTIONAL MATL &
G64R0752	TECH DEPOT	214.34	214.34	0140381010 4310	SOUTH/ECIA1/INSTR / INSTRUCTIONAL MATL &
G64R0753	TROXELL COMMUNICATIONS INC	1,965.36	1,965.36	0120456010 4310	ANAHEIM/EIALEP/INSTR / INSTRUCTIONAL MATL
G64R0754	SEHI COMPUTER PRODUCTS	72.39	72.39	0128140027 4320	CY/SCH ADM/SCH ADM / OTHER OFFICE/MISC
G64R0755	LEARNING FOR LIFE	170.00	170.00	0119473010 5880	SYS/WORKABILITY/INSTR / OTHER OPERATING
G64R0756	HP DIRECT	160.00	160.00	0135381010 4310	DALE/ECIA1/INSTR / INSTRUCTIONAL MATL &
G64R0757	OCDE	585.00	585.00	0140381010 5880	SOUTH/ECIA1/INSTR / OTHER OPERATING
G64R0758	ANAHEIM CONVENTION CENTER	2,478.00	2,478.00	0115115029 5620	EDUCATION/OTHER INST / RENTALS/OPERATING
G64R0759	COMMERCIAL AQUATIC SERVICES IN	29,744.44	3,713.99	0121240081 4410	WESTERN/POOL/MO / EQUIPMENT -
			3,713.99	0122240081 4410	MA/POOL/MO / EQUIPMENT - NON-CAPITALIZED

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G64R0759	*** CONTINUED ***				
G64R0760	APPLE INC	200.00	200.00	0121456010 4310	WESTERN/EIALEP/INSTR / INSTRUCTIONAL MATL
G64R0761	TECH DEPOT	333.49	333.49	0121456010 4310	WESTERN/EIALEP/INSTR / INSTRUCTIONAL MATL
G64R0762	SCHOLASTIC INC.	2,899.00	2,899.00	0163379021 5810	TITLE IIIA / LIMITED ENG PROG /
G64R0763	CENTER FOR DRUG FREE COMMUNITY	199.00	199.00	0168903510 5210	GI/OCDE-TUPE GRANT/INSTR / TRAVEL AND
G64R0764	OCDE	400.00	400.00	0122456010 5810	MA/EIALEP/INSTR / NON-INSTRUCTIONAL PROF
G64R0765	OCDE	400.00	400.00	0123381010 5310	SA/TITLE I/INSTR / DUES AND MEMBERSHIPS
G64R0766	VARSITY SPIRIT FASHIONS	2,917.15	1,458.57	0100000010 4310	GEN FUND/INSTR / INSTRUCTIONAL MATL &
			1,458.58	0124000010 4310	LOARA/INSTR / INSTRUCTIONAL MATL &
G64R0767	OCAD ASSOCIATION	1,510.00	1,510.00	0128086040 5880	CY/ADECATH/ANCIL / OTHER OPERATING
G64R0768	CALIFORNIA DEPARTMENT OF PUBLI	125.00	125.00	0119283021 4320	SYS/SUPV INST / OTHER OFFICE/MISC SUPPLIES
G64R0769	SAN DIEGO COUNTY SUPERINTENDEN	600.00	600.00	0163379021 5810	TITLE IIIA / LIMITED ENG PROG /
G64R0770	SURVEY/MONKEY.COM	300.00	300.00	0105105072 5310	CLASS HR/GENL ADM / DUES AND MEMBERSHIPS
G64R0771	HP DIRECT	833.99	833.99	0123456010 4310	SA/EIALEP/INSTR / INSTRUCTIONAL MATL &
G64R0772	HP DIRECT	1,440.00	1,440.00	0117326010 4310	PEP GRANT/INSTR / INSTRUCTIONAL MATL &
G64R0773	GALLAGHER BENEFIT SERVICES	548.62	548.62	0177177072 4320	RISK MANAGEMENT / OTHER OFFICE/MISC
G64R0774	SEHI COMPUTER PRODUCTS	191.87	191.87	0128140027 4320	CY/SCH ADM/SCH ADM / OTHER OFFICE/MISC
G64R0775	PRIZEWHEEL.COM	530.21	530.21	01222903510 4310	MA/OCDE-TUPE GRANT/INSTR / INSTRUCTIONAL
G64R0776	OCAD ASSOCIATION	1,210.00	1,210.00	0127086040 5880	KE/ADECATH/ANCIL / OTHER OPERATING
G64R0777	WILLIAM V MACGILL AND COMPANY	505.29	505.29	0119283021 4320	SYS/SUPV INST / OTHER OFFICE/MISC SUPPLIES

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G64R0778	MOORE MEDICAL CORP.	277.08	277.08	0119283021 4320	SYS/SUPV INST / OTHER OFFICE/MISC SUPPLIES
G64R0779	WARD'S NATURAL SCIENCE EST	1,585.32	1,585.32	0128036010 4310	CY/ANAT-PHYS/INSTR / INSTRUCTIONAL MATL &
G64R0780	MOODY'S INVESTORS SERVICE	15,500.00	15,500.00	0106106072 5880	BUSINESS/GENL ADM / OTHER OPERATING
G64R0781	RAHILL, JENNIFER	250.00	250.00	0125177072 5230	RISK MANAGEMENT/GEN ADMIN /
G64R0782	SCHOOL SERVICES OF CALIFORNIA	700.00	700.00	0106106072 5210	BUSINESS/GENL ADM / TRAVEL AND CONFERENCE
G64R0783	BLICK ART MATERIALS	265.22	265.22	0128005010 4310	CY/ART/INSTR / INSTRUCTIONAL MATL &
G64R0784	PRINGLES DRAPERIES AND BLINDS	359.94	359.94	0121230081 4355	WESTERN/GENERAL/MO / MAINTENANCE
G64R0785	DBQ PROJECT, THE	260.44	260.44	0128399010 4310	TITLE II IMPR TCHR QUAL - ED / INSTRUCTIONAL
G64R0786	U S POST OFFICE	1,080.00	1,080.00	0114114072 5910	WAREHOUSE/GENL ADM / MAILING COSTS
G64R0787	REGISTRATIONS FOR YOU	1,525.00	1,525.00	0120487010 5210	MULTIMEDIA COMPUTER TECH/INST / TRAVEL
G64R0788	SEHI COMPUTER PRODUCTS	323.65	323.65	0108108077 4310	INFO SYSTEM/DP / INSTRUCTIONAL MATL &
G64R0789	AMERICAN THERMOFORM CORP.	592.09	592.09	0120255511 4310	VISION/SE SEP CL/SEV / INSTRUCTIONAL MATL &
G64R0790	STAPLES ADVANTAGE	90.51	90.51	0115115072 4320	EDUCATION/GENL ADM / OTHER OFFICE/MISC
G64R0791	STAPLES ADVANTAGE	88.36	88.36	0106106072 4320	BUSINESS/GENL ADM / OTHER OFFICE/MISC
G64R0792	LIFETIME MEMORY PRODUCTS INC	1,850.61	1,850.61	0122393010 4310	MA/VEA-2B/INSTR / INSTRUCTIONAL MATL &
G64R0793	ACORN MEDIA	8,673.88	8,646.94	0122393010 5880	MA/VEA-2B/INSTR / INSTRUCTIONAL MATL &
G64R0794	DISPLAYS2GO	410.95	410.95	0150230081 4355	ADMIN/GENERAL/MO / MAINTENANCE SUPPLIES
G64R0795	NASCO MODESTO	390.31	390.31	0124005010 4310	LOARA/ART/INSTR / INSTRUCTIONAL MATL &
G64R0796	HOUGHTON MIEFLIN COMPANY	128.55	128.55	0132252011 4310	OR/MILD MODERATE/SE SEP CL/NSP /
G64R0797	GOPHER SPORTS EQUIPMENT	1,719.74	1,719.74	0119276519 4310	MOD-ADAP PE/SE OTHER/SEV / INSTRUCTIONAL
G64R0798	SCHOLASTIC INC. WEEKLY READER	234.97	234.97	0144400010 4310	LEX/INSTR / INSTRUCTIONAL MATL & SUPPLIES
G64R0799	TECH DEPOT	164.01	164.01	0168000010 4320	GI SOUTH/INSTR / OTHER OFFICE/MISC SUPPLIES
G64R0800	ADVANCED MACHINERY	73.47	73.47	0140022010 4310	SOUTH/WOOD/INSTR / INSTRUCTIONAL MATL &

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G64R0801	ACORN MEDIA	203.65	203.65	0147256511 4337	MULTI HDCP/SE SEP CL/SEV / INSTR MATLS &
G64R0802	FOLLETT EDUCATIONAL SERVICES	146.76	146.76	0125257511 4310	EMOTION DISTRB/SE SEP CL/SEV /
G64R0803	FOLLETT EDUCATIONAL SERVICES	100.67	100.67	0125257511 4310	EMOTION DISTRB/SE SEP CL/SEV /
G64R0804	VOLOGY	1,088.00	1,088.00	0108108077 5610	INFO SYSTEM/DP / REPAIRS/MAINT - O/S SERVICES
G64R0805	BULB SOURCE	355.03	355.03	0147257011 4320	SEVER IIDCP/SE SEP CL/SEV / OTHER OFFICE/MISC
G64R0806	ZOHO CORPORATION	795.00	795.00	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
G64R0807	MEDCO SPORTS MEDICINE	576.79	576.79	0142028034 4320	OXFORD/ATHLETICS/HEALTH / OTHER
G64R0808	SEHI COMPUTER PRODUCTS	199.95	199.95	0140017010 4310	SO/INDUS TECH/INSTR / INSTRUCTIONAL MATL &
G64R0809	ADA BADMINTON AND TENNIS	468.25	468.25	0127027010 4310	KE/PHYS ED/INSTR / INSTRUCTIONAL MATL &
G64R0810	ACORN MEDIA	93.76	93.76	0142140027 4320	OXFORD/SCH ADM/SCH ADM / OTHER
G64R0811	KLH MARKETING INC	203.79	203.79	0142028034 4320	OXFORD/ATHLETICS/HEALTH / OTHER
G64R0812	EZLINE STRIPING CORPORATION	9,367.50	9,367.50	3525732185 6165	KAT/NOCROP SAVINGS/FAC ACQ / SITE
G64R0813	CLT COMPUTER MWAVE.COM	387.77	387.77	0124000010 4310	LOARA/INSTR / INSTRUCTIONAL MATL &
G64R0814	HP DIRECT	16.00	16.00	0124000010 4310	LOARA/INSTR / INSTRUCTIONAL MATL &
G64R0815	INTRADATA INC.	160.55	160.55	0120000024 5880	ANAHEIM/L M T / OTHER OPERATING EXPENSES
G64R0816	CITY OF ANAHEIM	2,760.00	2,760.00	0120028010 5810	ANAHEIM/ATHLET/INSTR / NON-INSTRUCTIONAL
G64R0817	GARCIA, PIERRE	308.27	308.27	0177177072 5454	RISK MANAGEMENT / LIABILITY CLAIM
G64R0818	DEPARTMENT OF INDUSTRIAL RELAT	41,529.43	41,529.43	6800680060 5811	WORKERS COMP/ENTERP / ADMIN FEE - WORKERS
G64R0819	AMTEC	7,500.00	7,500.00	4056733081 5880	FAC/GEN'L FAC/M&O / OTHER OPERATING
G64R0820	SCHOLASTIC INC.	50.79	50.79	0125251011 4310	COMM HDCP/SE SEP CL/NSEV / INSTRUCTIONAL
G64R0821	GOPHER SPORTS EQUIPMENT	1,854.79	1,854.79	0127027010 4310	KE/PHYS ED/INSTR / INSTRUCTIONAL MATL &
G64R0822	APPLE INC	300.00	300.00	01444591510 4310	LEX/LOC GRANT/GIFT / INSTRUCTIONAL MATL &
G64R0823	TAGEAR	5,099.27	5,099.27	0123027010 4310	SA/PHYS ED/INSTR / INSTRUCTIONAL MATL &
G64R0824	D. HAUPTMAN CO.	506.35	506.35	0120028040 4310	AN/ATHLET/ANCILLARY / INSTRUCTIONAL MATL

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<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
G64R0825	OCDE	172.40	43.09	0104104072 4320	CERT HR/GENL ADM / OTHER OFFICE/MISC
			10.78	0108108077 4320	INFO SYSTEM/DP / OTHER OFFICE/MISC SUPPLIES
			43.09	0115115072 4320	EDUCATION/GENL ADM / OTHER OFFICE/MISC
			10.78	0146163027 4320	CDS/SCHOOL ADMIN / OTHER OFFICE/MISC
			10.78	0156156072 4320	FACILITIES/GENL ADM / OTHER OFFICE/MISC
			53.88	0172172072 4320	SAFE SCHOOLS / OTHER OFFICE/MISC SUPPLIES
G64R0827	VOLOGY	307.09	307.09	0108108077 4310	INFO SYSTEM/DP / INSTRUCTIONAL MATL &
G64R0828	SECURE DATA RECOVERY	2,500.00	2,500.00	0108108077 5610	INFO SYSTEM/DP / REPAIRS/MAINT - O/S SERVICES
G64R0829	TOMARK SPORTS INC.	1,116.29	1,116.29	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
G64R0830	NEW HORIZONS COMPUTER	1,000.00	1,000.00	0120487010 5210	MULTIMEDIA COMPUTER TECH/INST / TRAVEL
G64R0831	BUREAU OF EDUCATION AND RESEAR	225.00	225.00	0128399010 5210	TITLE II IMPR TCHR QUAL - ED / TRAVEL AND
G64R0832	CITY OF ANAHEIM	2,760.00	2,760.00	0122140027 5810	MA/SCH ADM / NON-INSTRUCTIONAL PROF
G64R0834	SANTA ANA UNIFIED SCHOOL DIST.	60.00	60.00	0119283021 5210	SYS/SUPV INST / TRAVEL AND CONFERENCE
G64R0835	LOS ANGELES COUNTY	570.00	570.00	0119283021 5210	SYS/SUPV INST / TRAVEL AND CONFERENCE
G64R0836	OCAD ASSOCIATION	1,485.00	75.00	0122000010 4310	MA/INSTR / INSTRUCTIONAL MATL & SUPPLIES
			1,410.00	0122000010 5880	MA/INSTR / OTHER OPERATING EXPENSES
G64R0837	STATE OF CALIFORNIA	125.00	125.00	0134230081 5610	WA/GENERAL/MO / REPAIRS/MAINT - O/S
G64R0838	ULINE	11,524.19	11,524.19	0117326010 4310	PEP GRANT/INSTR / INSTRUCTIONAL MATL &
G64R0839	CHRISTY LANE ENTERPRISES	10,714.12	10,714.12	0117326010 4310	PEP GRANT/INSTR / INSTRUCTIONAL MATL &
G64R0840	UZIBULL	4,456.00	4,456.00	0117326010 4310	PEP GRANT/INSTR / INSTRUCTIONAL MATL &
G64R0841	GOPHER SPORTS EQUIPMENT	5,198.91	1,964.06	0117326010 4310	PEP GRANT/INSTR / INSTRUCTIONAL MATL &
			3,234.85	0117326010 4410	PEP GRANT/INSTR / EQUIPMENT -
G64R0842	FOLLETT EDUCATIONAL SERVICES	134.47	134.47	0131025040 4210	BR/ASB/ANCIL / BOOKS AND REFERENCE
G64R0843	PEARSON EDUCATION	264.41	264.41	0116468010 4150	LOTTERY/RESTRICTED INSTR / TEXTS - STATE
G64R0844	NLU PRODUCTS LLC	1,505.27	1,505.27	0117326010 4310	PEP GRANT/INSTR / INSTRUCTIONAL MATL &
G64R0845	FOCUSED FITNESS LLC	1,307.90	1,307.90	0117326010 4310	PEP GRANT/INSTR / INSTRUCTIONAL MATL &

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G64R0846	CULVER NEWLIN INC	6,055.98	6,055.98	0127000010 4310	KE/INSTR / INSTRUCTIONAL MATL & SUPPLIES
G64R0847	SEHI COMPUTER PRODUCTS	173.04	173.04	0132381010 4310	OR/ECIA/INSTR / INSTRUCTIONAL MATL &
G64R0848	THINKING MAPS INC.	1,706.25	1,706.25	0138381010 4310	BALL/ECIA/INSTR / INSTRUCTIONAL MATL &
G64R0849	FIRST CLASS GRAPHICS	508.02	508.02	0134903510 4310	WA/OCDE-TUPE GRANT/INSTR / INSTRUCTIONAL
G64R0850	ACORN MEDIA	153.01	153.01	0140381010 4310	SOUTH/ECIA/INSTR / INSTRUCTIONAL MATL &
G64R0851	I. INITIAL	1,002.08	1,002.08	0146163027 4320	CDS/SCHOOL ADMIN / OTHER OFFICE/MISC
G64R0852	ULINE	370.96	370.96	0135000081 4347	DALE/MO / OPERATIONS SUPPLIES - MISC
G64R0853	TRAINERS WAREHOUSE	249.56	249.56	0135381010 4310	DALE/ECIA/INSTR / INSTRUCTIONAL MATL &
G64R0854	AARDVARK CLAY AND SUPPLIES INC	339.52	339.52	0120005010 4310	ANAHEIM/ART/INSTR / INSTRUCTIONAL MATL &
G64R0855	BARNES AND NOBLE	109.99	109.99	0164160510 4210	TCHR CRED BLOCK GNT-BTSA / BOOKS AND
G64R0856	SEHI COMPUTER PRODUCTS	3,795.39	3,795.39	0121393010 5610	WESTERN/VEA-2B/INSTR / REPAIRS/MAINT - O/S
G64R0858	RAJESH KUMAR ARORA	876.15	876.15	2523710000 8681	SA/DEVELOPER FEE/REVENUE / FEES
G64R0859	HUNG LE	2,430.95	2,430.95	2521710000 8681	WE/DEVELOPER FEE/REV / FEES
G64R0860	SIMPLEXGRINNELL	75.51	75.51	0124140027 4320	LOARA/SCH ADM / OTHER OFFICE/MISC SUPPLIES
G64R0861	KATELLA HIGH SCHOOL	850.00	850.00	0100908000 8699	USE OF FACILITIES - ATHLETICS / ALL OTHER
G64R0862	SAN DIEGO COUNTY OFFICE OF EDU	160.00	160.00	0164160521 5210	TCHR CRED BLOCK GNT - BTSA / TRAVEL AND
G64R0863	ST IRENAEUS CHURCH FILIPINO LE	348.00	348.00	0100970000 8650	COMMUNITY SERVICE/NA / LEASES AND RENTALS
G64R0864	LSV CARTS	6,137.20	6,137.20	0124000010 4410	LOARA/INSTR / EQUIPMENT - NON-CAPITALIZED
G64R0865	SAN BERNARDINO COUNTY	25.00	25.00	0153591510 5210	SPECIAL PROG/LOC GIFTS & GRNTS / TRAVEL AND
G64R0866	SAN BERNARDINO COUNTY	25.00	25.00	0153591510 5210	SPECIAL PROG/LOC GIFTS & GRNTS / TRAVEL AND
G64R0867	CULVER NEWLIN INC	175.32	175.32	0128000010 4310	CY/INSTR / INSTRUCTIONAL MATL & SUPPLIES
G64R0868	SKYFIT TECH	275.00	275.00	0122027010 5610	MA/PHYS ED/INSTR / REPAIRS/MAINT - O/S
G64R0869	COASTAL ENTERPRISES	564.39	564.39	0127027010 4310	KE/PHYS ED/INSTR / INSTRUCTIONAL MATL &
G64R0870	CDW GOVERNMENT INC.	204.71	204.71	0108108077 5610	INFO SYSTEM/DP / REPAIRS/MAINT - O/S SERVICES

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G64R0871	SCHOOL SPECIALTY INC	296.95	296.95	0168005010 4310	GI SOUTH/ART/INSTR / INSTRUCTIONAL MATL &
G64R0872	SCHOOL HEALTH CORPORATION	86.99	86.99	0135137034 4310	HEALTH SERVICES / INSTRUCTIONAL MATL &
G64R0873	CAROLINA BIOLOGICAL SUPPLY CO.	1,366.81	1,366.81	0134591510 4310	WA/LOCAL GRANT/GIFTS / INSTRUCTIONAL MATL
G64R0874	PIONEER DRAMA SERVICE INC	383.33	383.33	0144006010 4310	LEX/THEATER/INSTR / INSTRUCTIONAL MATL &
G64S0169	MDP SUPPLY INC.	328.40	328.40	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
G64S0170	CANNON SPORTS INC	409.63	409.63	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
G64S0171	BIOLOGIX SERVICE CORP. INC.	2,027.33	2,027.33	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
G64S0172	BLICK ART MATERIALS	441.24	441.24	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
G64S0173	CHAMPION CHEMICAL CO.	921.65	921.65	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
G64S0174	PROVANTAGE	553.86	553.86	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
G64S0175	PIONEER CHEMICAL CO	5,606.45	5,606.45	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
G64S0176	CERTIFIED ART SUPPLY	235.84	235.84	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
G64S0177	SANDLER BROS.	896.91	896.91	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
G64S0178	S C MARKETING	1,437.13	1,437.13	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
G64S0179	SOUTHWEST SCHOOL AND OFFICE SU	1,915.70	1,915.70	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
G64S0180	SCHOOL SPECIALTY INC	1,013.51	1,013.51	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
G64S0181	CONTINENTAL CHEMICAL AND SANIT	487.85	487.85	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
G64S0182	GALE SUPPLY CO	271.53	271.53	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
G64S0183	EMPIRE CLEANING SUPPLY	780.46	780.46	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
G64S0184	GLASBY MAINTENANCE SUPPLY CO.	121.28	121.28	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
G64S0185	GENERAL INDUSTRIAL TOOL AND SU	159.42	159.42	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
G64S0186	JEYCO PRODUCTS INC	1,086.69	1,086.69	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
G64S0187	WEST LITE SUPPLY CO INC	3,198.88	3,198.88	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
G64T0118	HP DIRECT	69,470.97	69,470.97	0128393010 4410	CY/VEA-2B/INSTR / EQUIPMENT -

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G64T0119	B AND H PHOTO VIDEO INC	16,593.31	5,073.74	0121393010 4310	WESTERN/VEA-2B/INSTR / INSTRUCTIONAL MATL
			11,519.57	0121393010 4410	WESTERN/VEA-2B/INSTR / EQUIPMENT -
G64T0120	SOLIDOODLE	1,098.75	231.65	0140022010 4310	SOUTH/WOOD/INSTR / INSTRUCTIONAL MATL &
			867.10	0140022010 4410	SOUTH/WOOD/INSTR / EQUIPMENT -
G64T0121	APPLE INC	6,337.46	6,337.46	0121393010 4410	WESTERN/VEA-2B/INSTR / EQUIPMENT -
G64T0122	LEXICON GLOBAL	5,154.47	5,154.47	0132381010 6490	OR/ECIA/INSTR / EQUIPMENT - OTHER
G64T0123	APPLE INC	22,878.73	10,995.08	0135381010 4310	DALE/ECIA/INSTR / INSTRUCTIONAL MATL &
			11,883.65	0135381010 4410	DALE/ECIA/INSTR / EQUIPMENT -
G64T0124	CDW GOVERNMENT INC.	31,929.88	20,264.69	0108108077 6410	INFO SYSTEM/DP / TECHNOLOGY - COMPUTER
			11,665.19	0108527010 6410	MICROSOFT SETTLEMENT / TECHNOLOGY -
G64T0125	SEATING COMPONENT	10,806.95	10,806.95	0135025040 4410	DALE/ANCIL / EQUIPMENT - NON-CAPITALIZED
G64T0126	SOFTCHALK LLS	1,850.00	1,850.00	0128393010 4310	CY/VEA-2B/INSTR / INSTRUCTIONAL MATL &
G64T0127	TROXELL COMMUNICATIONS INC	3,200.18	3,200.18	0120456010 4410	ANAHEIM/EIALEP/INSTR / EQUIPMENT -
G64T0128	TROXELL COMMUNICATIONS INC	2,133.45	2,133.45	0140381010 4410	SOUTH/ECIA/INSTR / EQUIPMENT -
G64T0129	HP DIRECT	1,271.66	1,271.66	0163456021 4410	EIALEP / SUPR INST / EQUIPMENT -
G64T0130	SCHOOL OUTFITTERS	1,248.68	1,248.68	0131000010 4410	BR/INSTR / EQUIPMENT - NON-CAPITALIZED
G64T0131	NAVANCE INC.	6,231.22	6,231.22	0120381010 5880	ANAHEIM/ECIA/INSTR / OTHER OPERATING
G64T0132	APPLE INC	66,483.00	2,133.45	0117326010 4310	PEP GRANT/INSTR / INSTRUCTIONAL MATL &
			64,349.55	0117326010 4410	PEP GRANT/INSTR / EQUIPMENT -
G64T0133	HP DIRECT	40,645.70	56.56	0121393010 4310	WESTERN/VEA-2B/INSTR / INSTRUCTIONAL MATL
			40,589.14	0121393010 4410	WESTERN/VEA-2B/INSTR / EQUIPMENT -
G64T0134	TROXELL COMMUNICATIONS INC	533.36	533.36	0124000010 4410	LOARA/INSTR / EQUIPMENT - NON-CAPITALIZED
G64T0135	HP DIRECT	3,605.34	271.54	0142000031 4320	OXFORD/GUID / OTHER OFFICE/MISC SUPPLIES
			3,333.80	0142000031 4410	OXFORD/GUID / EQUIPMENT - NON-CAPITALIZED
G64T0136	TROXELL COMMUNICATIONS INC	919.11	919.11	0177177072 4320	RISK MANAGEMENT / OTHER OFFICE/MISC

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G64T0137	CAL PRO SPECIALTIES	571.08	571.08	0102102071 4320	SUPT/BRD SUPT / OTHER OFFICE/MISC SUPPLIES
G64T0138	SEHI COMPUTER PRODUCTS	2,562.30	2,562.30	0121393010 4410	WESTERN/VEA-2B/INSTR / EQUIPMENT -
G64T0139	TROXELL COMMUNICATIONS INC	2,421.15	2,421.15	0132381010 4310	OR/ECIA1/INSTR / INSTRUCTIONAL MATL &
G64T0140	GLOBAL CTI GROUP	6,540.00	6,540.00	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
G64X0452	J.W. PEPPER AND SON INC.	400.00	400.00	0138008010 4310	BALL/VOC MUSIC/INSTR / INSTRUCTIONAL MATL
G64X0453	FREESTYLE PHOTOGRAPHIC SUPPLIE	1,000.00	1,000.00	0127009010 4310	KE/PHOTO/INSTR / INSTRUCTIONAL MATL &
G64X0454	GILMAN, GARY R.	3,000.00	3,000.00	0151508140 5810	AN PREP FOUNDATION/ANCILLARY /
G64X0455	FREESTYLE PHOTOGRAPHIC SUPPLIE	500.00	500.00	0120009010 4310	ANAHEIM/PHOTO/INSTR / INSTRUCTIONAL MATL
G64X0456	RIDDELL ALL AMERICAN	6,198.04	6,198.04	0122028081 5630	MAGNOLIA/ATHLETICS/FIELD SUPP /
G64X0457	ADVANCE PLACEMENT PROGRAM	375,000.00	375,000.00	0152152030 4310	PUPIL TEST/TEST / INSTRUCTIONAL MATL &
G64X0458	REGAL AWARDS	10,000.00	10,000.00	0151508140 4320	AN PREP FOUNDATION/ANCILLARY / OTHER
G64X0459	JOSTENS	5,000.00	5,000.00	0120140027 4320	ANAHEIM/SCH ADM / OTHER OFFICE/MISC
G64X0460	IBNA	50,000.00	50,000.00	0152152030 4310	PUPIL TEST/TEST / INSTRUCTIONAL MATL &
G64X0461	U S POST OFFICE	30,000.00	30,000.00	0152152030 5910	PUPIL TEST/TEST / MAILING COSTS
G64X0462	ORANGE COUNTY REGISTER	15,000.00	15,000.00	0156164581 5880	DEF MAINT CATEG FLEX/M&O / OTHER
G64X0463	EPL SOLUTIONS	3,500.00	3,500.00	0110239081 4355	MAINTENANCE/PLUMB/MO / MAINTENANCE
G64X0464	JOSTENS	4,500.00	4,500.00	0125140027 4320	KA/SCH ADM/SCH ADM / OTHER OFFICE/MISC
G64X0465	DALE JUNIOR HIGH ASB	2,000.00	2,000.00	0135054040 5810	DALE/AFTSCHL/ANCIL / NON-INSTRUCTIONAL
G64X0466	J.W. PEPPER AND SON INC.	300.00	300.00	0122008010 4310	MA/VOC MUSIC/INSTR / INSTRUCTIONAL MATL &
	Fund 01 Total:		2,749,885.67		
	Fund 25 Total:		3,307.10		
	Fund 35 Total:		9,367.50		
	Fund 40 Total:		7,500.00		
	Fund 68 Total:		41,529.43		

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Total Amount of Purchase Orders:

2,811,589.70



Pacific Audiologics

Member - National Hearing Conservation Association
 1700 Northway Dr • Palmdale, California 91367 • (661) 962-1174 • FAX: (661) 962-0700

Michael P. Robinson Au.D.
 Industrial / Clinical Audiologist
 Guy L. Jones M.A.
 Industrial Audiologist

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into this 25th day of January, 2013, by and between the Office of ANAHEIM UNION HIGH SCHOOL DISTRICT, hereinafter called "THE DISTRICT", and PACIFIC AUDIOLOGICS, our school screening division, hereinafter called "CONSULTANT"

1. The complete agreement includes all documents, Terms and Conditions:

RECITALS

WHEREAS, CONSULTANT is specially skilled, trained, experienced, and competent to render the services and advice described in Article 1 of this agreement and THE DISTRICT requires these services and advice; and

NOW THEREFORE, THE DISTRICT AND CONSULTANT mutually agree as follows:

1. Services to be provided by CONSULTANT
 - A. CONSULTANT will render services described below:
 - B. Provide hearing and vision screening services as described in the proposal sent with this agreement. CONSULTANT will commence work under this agreement starting at a mutually agreed upon start date during 2012-2013 school year, and will diligently prosecute the work thereafter. CONSULTANT acknowledges that THE DISTRICT has multiple school calendars and will provide said services within these calendars as spelled out within the contract period at the rate of one school site per scheduled day. Make-up/re-test screening and threshold testing will be performed if contracted by the THE DISTRICT, after the completion of the initial testing.
 - C. CONSULTANT will perform said services as an independent contractor under the direction of THE DISTRICT in pursuit of his or her independent calling and not as an employee of THE DISTRICT; and he or she shall be under the control of THE DISTRICT as to the result to be accomplished.
 - D. Reports by the CONSULTANT shall only contain the results of the vision and hearing testing performed. The results will only be released to authorized personnel of THE DISTRICT.

- E. The CONSULTANT will indemnify and hold harmless THE DISTRICT and its agents, from any liability incurred, by reason of injury, death, or property damage sustained in connection with or caused by actions of the CONSULTANT in the performance of this contract.

NOTE- The testing services that are offered are for the general population of students who can be mass screened. Students who are in SDC, or others who will require additional testing time, or special test methods, should not be considered as part of our standard mass screening population. However, Resource, and Speech and Language students may be tested on the regular screening day. Testing of SDC students who will require additional time, or alternate test methods can be scheduled to be seen one-on-one, by our school nurses who have abilities to test students with special needs, and on a different payment structure.

2. Services to be provided by THE DISTRICT

- A. THE DISTRICT will prepare and furnish to CONSULTANT upon his or her request such information as is reasonably necessary in the performance of CONSULTANT'S work under this agreement.
- B. THE DISTRICT, or school site staff, will assist if needed in the coordination of staff members, and/or parent volunteers for each test site. **THE DISTRICT shall be responsible for the supervision and conduct of the students during the testing sessions. It is THE DISTRICT'S responsibility to get the students to and from their class at each of the school sites.** THE DISTRICT shall assign a Health Supervisor as the authorized agent to be the main contact between the CONSULTANT and THE DISTRICT.
- C. THE DISTRICT, or school site staff, will assist in the location of adequate space to conduct the vision screening, and a parking space for the mobile hearing screening unit. Make-up/re-test days may require space for vision and hearing screening and threshold testing using portable equipment.
- D. A 60 day written notice must be given in the event of cancellation of this contract. A minimum of one day notice is requested if rescheduling is needed. If testing is canceled or halted by THE DISTRICT or it's agents after testing has begun for the day, THE DISTRICT will reimburse the CONSULTANT for mileage, fuel, and salaries incurred for the testing of that day.
- E. THE DISTRICT shall issue any necessary purchase orders a minimum of 30 days prior to the beginning of testing. THE DISTRICT will be billed at the completion of the testing cycle for small districts, or at the end of each two week cycle for large districts, on work completed, and the terms of payment will be net 15 days.
- F. THE DISTRICT shall be responsible for reporting failures and recommendations to parents, as well as reporting any figures, reports, or Intent to Contract paperwork with applicable agencies.

3. CONSULTANT'S Fee and Payment Thereof

A. THE DISTRICT will pay the CONSULTANT for services rendered as listed below. As services are rendered, they are to be billed on a per session basis, or on a monthly basis for large districts.

1. Session 1 – First round vision and hearing screening of all schools in THE DISTRICT.

B. For services rendered above (3a), THE DISTRICT will pay the CONSULTANT fees as follows:

		Initial
1. Hearing and Vision (2 nurses for vision, 1 audiometrist, 1 assistant, and 1 mobile hearing screening unit.	\$1400.00 per day	<u>BJ</u>
2. Above services with 3 nurses (based on student populations)	\$1625.00 per day	<u>BJ</u>
3. Threshold testing (if failed hearing and Time permits)	NO CHARGE	<u>BJ</u>
4. Pre-printing test response forms (includes data download & conversion)	\$150.00	<u>BJ</u>

Above items are listed as a menu. Initial only those services desired.

C. THE DISTRICT will pay no amount of travel or other expenses of CONSULTANT under this agreement.

D. Payments should be sent to the following address:

Pacific Audiologics
1846 Woodlawn St.
Upland, Ca. 91786

Our tax I.D. information is as follows: 33-0913346

Industrial Hearing and Pulmonary Management
1846 Woodlawn St.
Upland, Ca. 91786

4. Duration of Agreement

A. The term of this agreement shall be from January 25, 2013, through June 30, 2013.

5. Special Provisions

- A. CONSULTANT shall comply with all federal, state, and local laws and ordinances, as well as required equipment calibration requirements applicable to services to be provided. CONSULTANT shall maintain all required insurance coverage.
- B. This agreement may be amended by the mutual written consent of the parties hereto.

ANAHEIM UNION HIGH SCHOOL DISTRICT

PACIFIC AUDIOLOGICS

Paul Sevillano
Assistant Superintendant, Education

Mary L. Jones

Date: january 25, 2013

Date: 2-2-12

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):

24 th	day of	January	2013
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by and between

Disciplina Positiva

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:

Disciplina Positiva will provide a comprehensive six-session training program, designed to promote the development of positive communication between parents and their adolescent children, and to facilitate a connection between the family, the community, and the school. Workshops are taught in Spanish and English, by experienced bilingual facilitators. The program's content will be tailored to the specific needs of the school, and will include: criteria for effective home discipline, maximizing the potential of adolescents, and understanding adolescent behavior.

Site/School:	Ball Junior High School	Funds (Cost Center):	Title I (3810)
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2. List of Other Supportive Staff or Consultants:

No other support is required.

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

Date:	February 27, 2013
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and shall diligently perform as specified and complete performance by:

Date:	May 31, 2013
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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:

Consultants will be provided with the facilities to conduct the training, a list of parents who have indicated an interest in receiving the training, and child care as needed.

5. District shall pay Consultant the maximum amount of

\$4,000

for services rendered

to # of people:	150 parents	# hours per day:	2.5	# of days:	6 days
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pursuant to this AGREEMENT. Payment shall be made 15 to 30 days after receipt of invoice. Consultant shall submit an invoice to District.

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

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

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

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

Parents will acquire an increased understanding of what is needed to teach young people to become responsible, respectful, and resourceful members of their communities. They will learn methods for teaching important social and life skills, to their children, in a manner that is deeply respectful and encouraging.

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

All Disciplina Positiva trainers are members of the internationally recognized Positive Discipline Association (PDA) and are certified positive discipline trainers. PDA parent education curriculum is based upon the work of twentieth century psychiatrist, Alfred Adler, who valued a sense of community and contributing to the well-being of the group. Disciplina Positiva comes highly recommended by the several local elementary schools, including Betsy Ross Elementary School and Sunkist Elementary School.

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

Technical support will not be required.

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

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

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

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):

24 th	day of	January	2013
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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 (OCHRC) will provide "BRIDGES" program training to Savanna High School parents. The seven-session training program is designed to increase parents' participation in the school's decision-making process. Parents will: (1) learn effective parent involvement strategies to enhance their children's academic success in school; (2) receive information about their legal rights and responsibilities; (3) learn how to make the best use of school and community resources; (4) learn effective meeting techniques, public speaking, and communications strategies; and (5) acquire the skills to work with a diversity of people.

Site/School:	Savanna H.S.	Funds (Cost Center):	Title I (3811)
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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:	February 5, 2013
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and shall diligently perform as specified and complete performance by:

Date:	March 19, 2013
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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:

Savanna High School will provide the OCHRC with parent contact information (name and phone number) for all parents interested in program.

5. District shall pay Consultant the maximum amount of

\$2,000

for services rendered

to # of people:	60 parents	# hours per day:	2	# of days:	7
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pursuant to this AGREEMENT. Payment shall be made 15 to 30 days after receipt of invoice. Consultant shall submit an invoice to District.

6. District may at any time for any reason terminate this AGREEMENT. Written notice by the District's superintendent shall be sufficient to stop further performance of services by Consultant. The notice shall be deemed given when received or no later than three (3) days after the day of mailing, whichever is sooner.

7. Consultant agrees to and shall hold harmless and indemnify District, its officers, agents, and employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:

- a. Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage, expense sustained by Consultant or any person, firm, or corporation employed by Consultant upon or in connection with the services called for in this AGREEMENT except for liability for damages referred to above which result from the sole negligence or willful misconduct of District, its officers, employees, or agents.
- b. Any injury to or death of persons or damage to property, sustained by any persons, firm, or corporation, including the District, arising out of, or in any way connected with the services covered by this AGREEMENT,

whether said injury or damage occurs either on or off school district property, except for liability for damages which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.

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

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

Parents who participate in the program will gain a deeper understanding of the public education system, its programs, parent committees, and educational decision making policies and processes. The program will help to increase effective two-way parent communication with the school, and help language-minority parent leaders to become more involved in addressing student achievement and/or human relations needs.

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

The BRIDGES program has been a useful tool to increase parent involvement at many Orange County schools, and is recognized by the US Department of Justice and the US Department of Education as one of seven programs to help prevent hate crimes in schools and communities.

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


No technical support will be required.

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

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

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

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

CONSULTANT:	DISTRICT:
Typed Name of consultant (same as page 1):	
Orange County Human Relations Council	Anaheim Union High School District
Typed Name/Title of Authorized Signatory:	
Alison Edwards/SIRP Programs Director	Dr. Paul Sevillano
Authorized Signature:	
Signature of Assistant Superintendent:	
	
Street Address:	
1300 S. Grand Avenue, Bldg. B	501 Crescent Way, P.O. Box 3520
City, State, Zip Code	
Santa Ana, CA 92705	Anaheim, CA 92803-3520
Date:	
December 12, 2012	

Mark Appropriately:

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

Social Security Number* or Federal Identification Number*

	33-0438086
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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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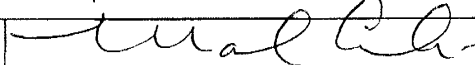
Telephone Number: Email:

(714)567-7470 or (714)567-7566	Alison@ochumanrelations.org
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If a company/corporation is being approved, the signature must be that of a responsible person. Typed company/corporation/individual's name must be identical to that on page 1.

PRINCIPAL/DISTRICT ADMINISTRATOR:

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

Signature: 	Date: 12-11-12
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INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Anaheim Union High School District, hereinafter referred to as "DISTRICT" and ! 1 A 1 TUTORIA ! hereinafter referred to as "CONTRACTOR."

WHEREAS, DISTRICT is in need of special services and advice on a limited basis;

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, CONTRACTOR is specially trained and experienced and competent to perform the special services required by the DISTRICT and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. Services. The CONTRACTOR will provide the following services:
! 1 A 1 TUTORIA !, a Supplemental Educational Services (SES) provider, will make available after-school tutoring in reading/English language arts, mathematics, and/or science, to socioeconomically disadvantaged students who attend Ball, Brookhurst, Dale, Orangeview, South, and Sycamore Junior High Schools and Anaheim, Katella, Loara, Magnolia, Savanna, and Western High Schools. ! 1 A 1 TUTORIA ! also serves English learners and students with special needs. The tutoring is to be administered by SES providers approved by the California Department of Education, in accordance with policies prescribed in the No Child Left Behind (NCLB) Act of 2001.

DISTRICT will use Title I (3816) for services provided to students from the following school sites: Ball, Brookhurst, Dale, Orangeview, South and Sycamore Junior High Schools and Anaheim, Katella, Loara, Magnolia, Savanna, and Western High Schools.

Services shall be provided by ! 1 A 1 TUTORIA !

Consultant agrees to abide by the requirements outlined in Exhibit A which are consistent with federal and state law.

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on January 25, 2013, and will diligently perform as required and complete performance by May 15, 2013.

3. List of Other Supportive Staff or Consultants. Dr. Susan Stocks, Director, Special Programs will manage SES providers, in accordance with NCLB regulations.
4. Reason for Consultant. The technical reason that an independent contractor is being used rather than a DISTRICT employee is as follows: 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.
5. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Nine Hundred Eighteen Dollars (\$918). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: \$918 with a maximum per student of \$917.15 or the most current state approved SES per-pupil rate.

The services will be rendered to the following:

Total # of people:	1 to 8 students per tutor	# hours per day:	1 to 3 hours per session	# of days:	Determined by parent and tutor
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6. Expenses. DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: None.
7. Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR's employees.

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. CONTRACTOR acknowledges that the common-law factors identified in Exhibit B attached hereto are true and accurate.

8. Materials. CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: 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 22, 2012.

CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

9. Originality of Services. CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

10. Copyright/Trademark/Patent: CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title, and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium.

11. Termination. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within thirty days (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the thirty (30) days

cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of, any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

12. Hold Harmless. CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees, and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:
- (a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out (1) or (2) above, sustained by the CONTRACTOR or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above, which result from the negligence or willful misconduct of the DISTRICT or its officers, employees, or agents.
 - (b) Any injury to or death of any person(s), including the DISTRICT's officers, employees, and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, 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 DISTRICT's property, except for liability for damages, which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees, or agents.
 - (c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

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.

13. Insurance. Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of \$1 million (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to

both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than fifteen (15) days from execution of this AGREEMENT by the DISTRICT and CONTRACTOR, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder, including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents, and employees as additional insureds under said policy.

14. Assignment. The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.
15. Compliance with Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment, and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.
16. Permits/Licenses. CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.
17. Employment with Public Agency. CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will 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 this AGREEMENT.
18. Entire Agreement/Amendment. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement, with respect to the services contemplated and may be amended only by a written amendment executed by both parties to the AGREEMENT.
19. Nondiscrimination. CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status, or age of such persons.
20. Non Waiver. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall

not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

21. Notice. All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT:

Paul Sevillano, Ed.D.
Anaheim Union High School District
501 N. Crescent Way
Anaheim, CA 92801

CONTRACTOR:

! 1 A 1 TUTORIA !
244 N. Dohney Drive
Beverly Hills, CA 90211
(310) 982-2660

22. Severability. If any term, condition, or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.
23. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.
24. Governing Law. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.
25. Exhibits. This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.
- a. Exhibit A.
 - b. Exhibit B.

THIS AGREEMENT IS ENTERED INTO THIS 24th DAY OF JANUARY 2013.

! 1 A 1 TUTORIA !

Anaheim Union High School District

12/20/12
Date:

Date:

Authorized Signature:

Authorized Signature:

Joana Torres
Director
244 N. Dohney Drive
Beverly Hills, CA 90211
ses1a1tutoria@gmail.com

Paul Sevillano, Ed.D.,
Assistant Superintendent,
Educational Services Division
501 N. Crescent Way/P.O. Box 3520
Anaheim, CA 92803-3520

Please check one:

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

Federal Identification Number

Write the number here _____

20-3524630

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:

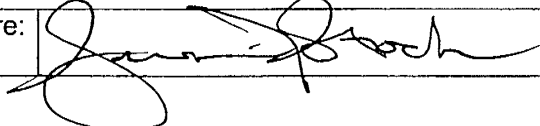
Signature:		Date:	12-24-12
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EXHIBIT A

- a. Assess and diagnose reading, math, and/or science needs of each student, develop an SES Student Learning Plan in consultation with the parent/guardian 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)-(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/guardian when student is absent from the program. 20 U.S.C. §6316(e)(3)(A)-(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)-(B).
- f. Monitor student attendance. 20 U.S.C. §6316 (e)(3)(A)-(B).
- g. By June 14, 2013, 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)-(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 \$1 million. 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).
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- 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 14, 2013, Consultant will submit to the Special Programs Office a final invoice for services rendered during the 2012-13 fiscal year.
 - n. If the District has not received first invoice from Consultant by March 15, 2013, Consultant shall provide written communication to the District no later than March 15, 2013, whether or not services with Consultant will continue. Failure to do so will result in termination of services with Consultant.
 - o. 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.
 - p. If this agreement is terminated, the money designated for the Consultant will be disencumbered.

Exhibit B

**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.
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- Job Location:** Consultant controls job location, under District discretion, whether on employer's site or not.
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- No Interim Reports:** Only specific pre-determined reports defined in the independent contractor 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.
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- Possible Profit or Loss:** Consultant does these (check valid items):
 - Hires, directs, pays assistants
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 - 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
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 - 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.

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Anaheim Union High School District, hereinafter referred to as "DISTRICT" and ! A+ C A T hereinafter referred to as "CONTRACTOR."

WHEREAS, DISTRICT is in need of special services and advice on a limited basis;

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, CONTRACTOR is specially trained and experienced and competent to perform the special services required by the DISTRICT and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

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

DISTRICT will use Title I (3816) for services provided to students from the following school sites: Ball, Brookhurst, Dale, Orangeview, South and Sycamore Junior High Schools and Anaheim, Katella, Loara, Magnolia, Savanna, and Western High Schools.

Services shall be provided by ! A+ C A T.

Consultant agrees to abide by the requirements outlined in Exhibit A which are consistent with federal and state law.

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on January 25, 2013, and will diligently perform as required and complete performance by May 15, 2013.

3. List of Other Supportive Staff or Consultants. Dr. Susan Stocks, Director, Special Programs will manage SES providers, in accordance with NCLB regulations.
4. Reason for Consultant. The technical reason that an independent contractor is being used rather than a DISTRICT employee is as follows: 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.
5. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed One Thousand Eight Hundred Thirty-Five Dollars (\$1,835). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: \$1,835 with a maximum per student of \$917.15 or the most current state approved SES per-pupil rate.

The services will be rendered to the following:

Total # of people:	1 to 8 students per tutor	# hours per day:	1 to 3 hours per session	# of days:	Determined by parent and tutor
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6. Expenses. DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: None.
7. Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR's employees.

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. CONTRACTOR acknowledges that the common-law factors identified in Exhibit B attached hereto are true and accurate.

8. Materials. CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: 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 22, 2012.

CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

9. Originality of Services. CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

10. Copyright/Trademark/Patent: CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title, and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium.

11. Termination. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within thirty days (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the thirty (30) days

cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of, any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

12. Hold Harmless. CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees, and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:
- (a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out (1) or (2) above, sustained by the CONTRACTOR or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above, which result from the negligence or willful misconduct of the DISTRICT or its officers, employees, or agents.
 - (b) Any injury to or death of any person(s), including the DISTRICT's officers, employees, and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, 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 DISTRICT's property, except for liability for damages, which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees, or agents.
 - (c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

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.

13. Insurance. Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of \$1 million (\$1,000,000) per occurrence

combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than fifteen (15) days from execution of this AGREEMENT by the DISTRICT and CONTRACTOR, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder, including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents, and employees as additional insureds under said policy.

14. Assignment. The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.
15. Compliance with Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment, and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.
16. Permits/Licenses. CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.
17. Employment with Public Agency. CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will 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 this AGREEMENT.
18. Entire Agreement/Amendment. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement, with respect to the services contemplated and may be amended only by a written amendment executed by both parties to the AGREEMENT.
19. Nondiscrimination. CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status, or age of such persons.

20. Non Waiver. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

21. Notice. All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT:

Paul Sevillano, Ed.D.
Anaheim Union High School District
501 N. Crescent Way
Anaheim, CA 92801

CONTRACTOR:

! A+ C A T
29752 Baden Place
Malibu, CA 90265
(310) 457-7657

22. Severability. If any term, condition, or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.

23. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

24. Governing Law. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

25. Exhibits. This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

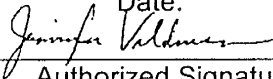
- a. Exhibit A.
- b. Exhibit B.

THIS AGREEMENT IS ENTERED INTO THIS 24th DAY OF JANUARY 2013.

! A+ C A T

Anaheim Union High School District

12/19/2012

Date:

Authorized Signature:

Date:

Authorized Signature:

Jennifer Valdman
Director
29752 Baden Place
Malibu, CA 90265
Jennifer@aplus4u.com

Paul Sevillano, Ed.D.,
Assistant Superintendent,
Educational Services Division
501 N. Crescent Way/P.O. Box 3520
Anaheim, CA 92803-3520

Please check one:

Independent/Sole Proprietor	
Corporation	X
Partnership	
Other	

Federal Identification Number

Write the number here 03-0552896

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:

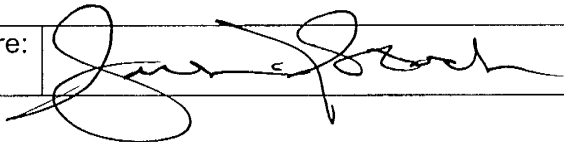
Signature:  Date: 12-21-12

EXHIBIT A

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WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

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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. CONTRACTOR acknowledges that the common-law factors identified in Exhibit B attached hereto are true and accurate.

8. Materials. CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: 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 22, 2012.

CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

9. Originality of Services. CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

10. Copyright/Trademark/Patent: CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title, and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium.

11. Termination. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within thirty days (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the thirty (30) days

cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of, any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

12. Hold Harmless. CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees, and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:
- (a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out (1) or (2) above, sustained by the CONTRACTOR or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above, which result from the negligence or willful misconduct of the DISTRICT or its officers, employees, or agents.
 - (b) Any injury to or death of any person(s), including the DISTRICT's officers, employees, and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, 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 DISTRICT's property, except for liability for damages, which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees, or agents.
 - (c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

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.

13. Insurance. Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of \$1 million (\$1,000,000) per occurrence

combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than fifteen (15) days from execution of this AGREEMENT by the DISTRICT and CONTRACTOR, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder, including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents, and employees as additional insureds under said policy.

14. Assignment. The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.
15. Compliance with Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment, and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.
16. Permits/Licenses. CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.
17. Employment with Public Agency. CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will 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 this AGREEMENT.
18. Entire Agreement/Amendment. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement, with respect to the services contemplated and may be amended only by a written amendment executed by both parties to the AGREEMENT.
19. Nondiscrimination. CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status, or age of such persons.

- 20. Non Waiver. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
- 21. Notice. All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as follows:

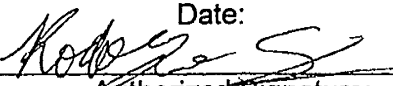
<p>DISTRICT:</p> <p>Paul Sevillano, Ed.D. Anaheim Union High School District 501 N. Crescent Way Anaheim, CA 92801</p>	<p>CONTRACTOR:</p> <p>#1 ACADEMIC TUTORING, INC. 10100 Santa Monica Boulevard, Suite 300 Los Angeles, CA 90067 (877) 866-6049</p>
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- 22. Severability. If any term, condition, or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.
- 23. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.
- 24. Governing Law. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.
- 25. Exhibits. This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.
 - a. Exhibit A.
 - b. Exhibit B.

THIS AGREEMENT IS ENTERED INTO THIS 24th DAY OF JANUARY 2013.

#1 ACADEMIC TUTORING, INC.

Anaheim Union High School District

12-20-12
Date:

Authorized Signature:

Date:
Authorized Signature:

Rodolfo Garcia
Director
10100 Santa Monica Boulevard, Suite 300
Los Angeles, CA 90067
number1academictutoring@gmail.com

Paul Sevillano, Ed.D.,
Assistant Superintendent,
Educational Services Division
501 N. Crescent Way/P.O. Box 3520
Anaheim, CA 92803-3520

Please check one:

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

Federal Identification Number

Write the number here 27-1637835

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:

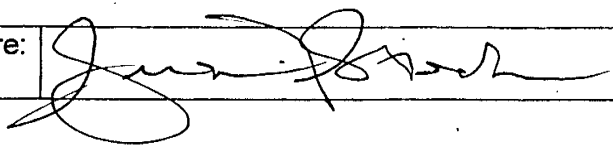
Signature:  Date: 12-21-12

EXHIBIT A

- a. Assess and diagnose reading, math, and/or science needs of each student, develop an SES Student Learning Plan in consultation with the parent/guardian 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)-(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/guardian when student is absent from the program. 20 U.S.C. §6316(e)(3)(A)-(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)-(B).
- f. Monitor student attendance. 20 U.S.C. §6316 (e)(3)(A)-(B).
- g. By June 14, 2013, 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)-(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 \$1 million. 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 14, 2013, Consultant will submit to the Special Programs Office a final invoice for services rendered during the 2012-13 fiscal year.
 - n. If the District has not received first invoice from Consultant by March 15, 2013, Consultant shall provide written communication to the District no later than March 15, 2013, whether or not services with Consultant will continue. Failure to do so will result in termination of services with Consultant.
 - o. 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.
 - p. If this agreement is terminated, the money designated for the Consultant will be disencumbered.

Exhibit B

**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 independent contractor 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.

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Anaheim Union High School District, hereinafter referred to as "DISTRICT" and #1 WE CAN hereinafter referred to as "CONTRACTOR."

WHEREAS, DISTRICT is in need of special services and advice on a limited basis;

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, CONTRACTOR is specially trained and experienced and competent to perform the special services required by the DISTRICT and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. Services. The CONTRACTOR will provide the following services:
#1 WE CAN, a Supplemental Educational Services (SES) provider, will make available after-school tutoring in reading/English language arts, mathematics, and/or science, to socioeconomically disadvantaged students who attend Ball, Brookhurst, Dale, Orangeview, South, and Sycamore Junior High Schools and Anaheim, Katella, Loara, Magnolia, Savanna, and Western High Schools. #1 WE CAN also serves English learners and students with special needs. The tutoring is to be administered by SES providers approved by the California Department of Education, in accordance with policies prescribed in the No Child Left Behind (NCLB) Act of 2001.

DISTRICT will use Title I (3816) for services provided to students from the following school sites: Ball, Brookhurst, Dale, Orangeview, South and Sycamore Junior High Schools and Anaheim, Katella, Loara, Magnolia, Savanna, and Western High Schools.

Services shall be provided by #1 WE CAN.

Consultant agrees to abide by the requirements outlined in Exhibit A which are consistent with federal and state law.

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on January 25, 2013, and will diligently perform as required and complete performance by May 15, 2013.

3. List of Other Supportive Staff or Consultants. Dr. Susan Stocks, Director, Special Programs will manage SES providers, in accordance with NCLB regulations.
4. Reason for Consultant. The technical reason that an independent contractor is being used rather than a DISTRICT employee is as follows: 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.
5. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed One Thousand Eight Hundred Thirty-Five Dollars (\$1,835). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: \$1,835 with a maximum per student of \$917.15 or the most current state approved SES per-pupil rate.

The services will be rendered to the following:

Total # of people:	1 to 8 students per tutor	# hours per day:	1 to 3 hours per session	# of days:	Determined by parent and tutor
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6. Expenses. DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: None.
7. Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR's employees.

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. CONTRACTOR acknowledges that the common-law factors identified in Exhibit B attached hereto are true and accurate.

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12. Hold Harmless. CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees, and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:
- (a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out (1) or (2) above, sustained by the CONTRACTOR or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above, which result from the negligence or willful misconduct of the DISTRICT or its officers, employees, or agents.
 - (b) Any injury to or death of any person(s), including the DISTRICT's officers, employees, and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, 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 DISTRICT's property, except for liability for damages, which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees, or agents.
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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.

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combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than fifteen (15) days from execution of this AGREEMENT by the DISTRICT and CONTRACTOR, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder, including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents, and employees as additional insureds under said policy.

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DISTRICT:

Paul Sevillano, Ed.D.
Anaheim Union High School District
501 N. Crescent Way
Anaheim, CA 92801

CONTRACTOR:

#1 WE CAN
P.O. Box 82081
Los Angeles, CA 90082
(323) 759-9734

22. Severability. If any term, condition, or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.
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- a. Exhibit A.
 - b. Exhibit B.

THIS AGREEMENT IS ENTERED INTO THIS 24th DAY OF JANUARY 2013.

#1 WE CAN

Anaheim Union High School District

12/20/12
Date:
Carol Perkins
Authorized Signature:

Date:

Authorized Signature:

Carol Perkins
Special Projects Coordinator
P.O. Box 82081
Los Angeles, CA 90082
ses@wecan-foundation.org

Paul Sevillano, Ed.D.,
Assistant Superintendent,
Educational Services Division
501 N. Crescent Way/P.O. Box 3520
Anaheim, CA 92803-3520

Please check one:

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

Federal Identification Number

Write the number here 95-4525790

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:

Signature: [Signature] Date: 12/20/12

EXHIBIT A

- a. Assess and diagnose reading, math, and/or science needs of each student, develop an SES Student Learning Plan in consultation with the parent/guardian 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)-(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/guardian when student is absent from the program. 20 U.S.C. §6316(e)(3)(A)-(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)-(B).
- f. Monitor student attendance. 20 U.S.C. §6316 (e)(3)(A)-(B).
- g. By June 14, 2013, 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)-(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 \$1 million. 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 14, 2013, Consultant will submit to the Special Programs Office a final invoice for services rendered during the 2012-13 fiscal year.
 - n. If the District has not received first invoice from Consultant by March 15, 2013, Consultant shall provide written communication to the District no later than March 15, 2013, whether or not services with Consultant will continue. Failure to do so will result in termination of services with Consultant.
 - o. 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.
 - p. If this agreement is terminated, the money designated for the Consultant will be disencumbered.

Exhibit B

**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 independent contractor 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.

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Anaheim Union High School District, hereinafter referred to as “DISTRICT” and A + Educational Centers hereinafter referred to as “CONTRACTOR.”

WHEREAS, DISTRICT is in need of special services and advice on a limited basis;

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, CONTRACTOR is specially trained and experienced and competent to perform the special services required by the DISTRICT and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

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

DISTRICT will use Title I (3816) for services provided to students from the following school sites: Ball, Brookhurst, Dale, Orangeview, South and Sycamore Junior High Schools and Anaheim, Katella, Loara, Magnolia, Savanna, and Western High Schools.

Services shall be provided by A + Educational Centers.

Consultant agrees to abide by the requirements outlined in Exhibit A which are consistent with federal and state law.

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on January 25, 2013, and will diligently perform as required and complete performance by May 15, 2013.

3. List of Other Supportive Staff or Consultants. Dr. Susan Stocks, Director, Special Programs will manage SES providers, in accordance with NCLB regulations.
4. Reason for Consultant. The technical reason that an independent contractor is being used rather than a DISTRICT employee is as follows: 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.
5. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Nine Hundred Eighteen Dollars (\$918). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: \$918 with a maximum per student of \$917.15 or the most current state approved SES per-pupil rate.

The services will be rendered to the following:

Total # of people:	1 to 8 students per tutor	# hours per day:	1 to 3 hours per session	# of days:	Determined by parent and tutor
--------------------	---------------------------	------------------	--------------------------	------------	--------------------------------

6. Expenses. DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: None.
7. Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR's employees.

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. CONTRACTOR acknowledges that the common-law factors identified in Exhibit B attached hereto are true and accurate.

8. Materials. CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: 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 22, 2012.

CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

9. Originality of Services. CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

10. Copyright/Trademark/Patent: CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title, and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium.

11. Termination. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within thirty days (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the thirty (30) days

cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of, any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

12. Hold Harmless. CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees, and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:
- (a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out (1) or (2) above, sustained by the CONTRACTOR or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above, which result from the negligence or willful misconduct of the DISTRICT or its officers, employees, or agents.
 - (b) Any injury to or death of any person(s), including the DISTRICT's officers, employees, and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, 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 DISTRICT's property, except for liability for damages, which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees, or agents.
 - (c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

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.

13. Insurance. Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of \$1 million (\$1,000,000) per occurrence

combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than fifteen (15) days from execution of this AGREEMENT by the DISTRICT and CONTRACTOR, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder, including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents, and employees as additional insureds under said policy.

14. Assignment. The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.
15. Compliance with Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment, and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.
16. Permits/Licenses. CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.
17. Employment with Public Agency. CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will 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 this AGREEMENT.
18. Entire Agreement/Amendment. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement, with respect to the services contemplated and may be amended only by a written amendment executed by both parties to the AGREEMENT.
19. Nondiscrimination. CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status, or age of such persons.

20. Non Waiver. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

21. Notice. All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT:

Paul Sevillano, Ed.D.
Anaheim Union High School District
501 N. Crescent Way
Anaheim, CA 92801

CONTRACTOR:

A + Educational Centers
29752 Baden Place
Malibu, CA 90265
(310) 457-7657

22. Severability. If any term, condition, or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.

23. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

24. Governing Law. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

25. Exhibits. This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

a. Exhibit A.

b. Exhibit B.

THIS AGREEMENT IS ENTERED INTO THIS 24th DAY OF JANUARY 2013.

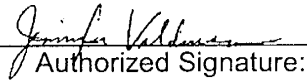
A + Educational Centers

Anaheim Union High School District

12/19/2012

Date:

Date:


Authorized Signature:

Authorized Signature:

Jennifer Valdman
Director
29752 Baden Place
Malibu, CA 90265
Jennifer@aplus4u.com

Paul Sevillano, Ed.D.,
Assistant Superintendent,
Educational Services Division
501 N. Crescent Way/P.O. Box 3520
Anaheim, CA 92803-3520

Please check one:

Independent/Sole Proprietor	
Corporation	X
Partnership	
Other	

Federal Identification Number

Write the number here 03-0552896

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:

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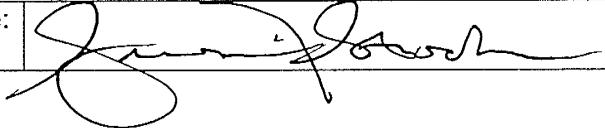
Signature:		Date:	<u>12-21-12</u>
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EXHIBIT A

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(IRS Revenue Rule 87-41)**

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WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, CONTRACTOR is specially trained and experienced and competent to perform the special services required by the DISTRICT and such services are needed on a limited basis;

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2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on January 25, 2013, and will diligently perform as required and complete performance by May 15, 2013.

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4. Reason for Consultant. The technical reason that an independent contractor is being used rather than a DISTRICT employee is as follows: 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.
5. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Two Thousand Seven Hundred Fifty-Two Dollars (\$2,752). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: \$2,752 with a maximum per student of \$917.15 or the most current state approved SES per-pupil rate.

The services will be rendered to the following:

Total # of people:	1 to 8 students per tutor	# hours per day:	1 to 3 hours per session	# of days:	Determined by parent and tutor
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7. Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR's employees.

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. CONTRACTOR acknowledges that the common-law factors identified in Exhibit B attached hereto are true and accurate.

8. Materials. CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: 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 22, 2012.

CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

9. Originality of Services. CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.
10. Copyright/Trademark/Patent: CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title, and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium.
11. Termination. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within thirty days (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the thirty (30) days

cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of, any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

12. Hold Harmless. CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees, and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:
- (a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out (1) or (2) above, sustained by the CONTRACTOR or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above, which result from the negligence or willful misconduct of the DISTRICT or its officers, employees, or agents.
 - (b) Any injury to or death of any person(s), including the DISTRICT's officers, employees, and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, 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 DISTRICT's property, except for liability for damages, which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees, or agents.
 - (c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

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.

13. Insurance. Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of \$1 million (\$1,000,000) per occurrence

combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than fifteen (15) days from execution of this AGREEMENT by the DISTRICT and CONTRACTOR, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder, including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents, and employees as additional insureds under said policy.

14. Assignment. The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.
15. Compliance with Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment, and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.
16. Permits/Licenses. CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.
17. Employment with Public Agency. CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will 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 this AGREEMENT.
18. Entire Agreement/Amendment. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement, with respect to the services contemplated and may be amended only by a written amendment executed by both parties to the AGREEMENT.
19. Nondiscrimination. CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status, or age of such persons.

20. Non Waiver. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

21. Notice. All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT:

Paul Sevillano, Ed.D.
Anaheim Union High School District
501 N. Crescent Way
Anaheim, CA 92801

CONTRACTOR:

A Better Tomorrow Education
14241 E. Firestone Boulevard, Suite 200
La Mirada, CA 90638
(562) 926-3755

22. Severability. If any term, condition, or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.

23. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

24. Governing Law. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

25. Exhibits. This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

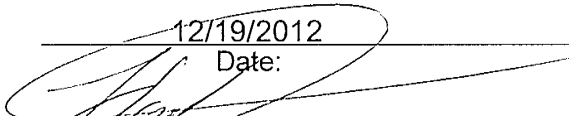
a. Exhibit A.

b. Exhibit B.

THIS AGREEMENT IS ENTERED INTO THIS 24th DAY OF JANUARY 2013.

A Better Tomorrow Education

Anaheim Union High School District

12/19/2012
Date:

Authorized Signature:

Date:

Authorized Signature:

Hario Vasquez
Founder/CEO
14241 E. Firestone Boulevard, Suite 200
La Mirada, CA 90638
HarioV@ABetterTomorrowEdu.com

Paul Sevillano, Ed.D.,
Assistant Superintendent,
Educational Services Division
501 N. Crescent Way/P.O. Box 3520
Anaheim, CA 92803-3520

Please check one:

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

Federal Identification Number

Write the number here 27-4808615

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:

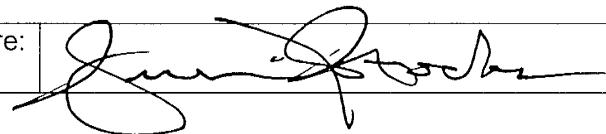
Signature:		Date:	<u>12-24-12</u>
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EXHIBIT A

- a. Assess and diagnose reading, math, and/or science needs of each student, develop an SES Student Learning Plan in consultation with the parent/guardian 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)-(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/guardian when student is absent from the program. 20 U.S.C. §6316(e)(3)(A)-(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)-(B).
- f. Monitor student attendance. 20 U.S.C. §6316 (e)(3)(A)-(B).
- g. By June 14, 2013, 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)-(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 \$1 million. 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 14, 2013, Consultant will submit to the Special Programs Office a final invoice for services rendered during the 2012-13 fiscal year.
 - n. If the District has not received first invoice from Consultant by March 15, 2013, Consultant shall provide written communication to the District no later than March 15, 2013, whether or not services with Consultant will continue. Failure to do so will result in termination of services with Consultant.
 - o. 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.
 - p. If this agreement is terminated, the money designated for the Consultant will be disencumbered.

Exhibit B

**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 independent contractor 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.

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Anaheim Union High School District, hereinafter referred to as "DISTRICT" and A Tree of Knowledge Educational Services, Inc. hereinafter referred to as "CONTRACTOR."

WHEREAS, DISTRICT is in need of special services and advice on a limited basis;

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, CONTRACTOR is specially trained and experienced and competent to perform the special services required by the DISTRICT and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. Services. The CONTRACTOR will provide the following services:
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/or science, to socioeconomically disadvantaged students who attend Ball, Brookhurst, Dale, Orangeview, South, and Sycamore Junior High Schools and Anaheim, Katella, Loara, Magnolia, Savanna, and Western 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 SES providers approved by the California Department of Education, in accordance with policies prescribed in the No Child Left Behind (NCLB) Act of 2001.

DISTRICT will use Title I (3816) for services provided to students from the following school sites: Ball, Brookhurst, Dale, Orangeview, South and Sycamore Junior High Schools and Anaheim, Katella, Loara, Magnolia, Savanna, and Western High Schools.

Services shall be provided by A Tree of Knowledge Educational Services, Inc.

Consultant agrees to abide by the requirements outlined in Exhibit A which are consistent with federal and state law.

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on January 25, 2013, and will diligently perform as required and complete performance by May 15, 2013.

3. List of Other Supportive Staff or Consultants. Dr. Susan Stocks, Director, Special Programs will manage SES providers, in accordance with NCLB regulations.
4. Reason for Consultant. The technical reason that an independent contractor is being used rather than a DISTRICT employee is as follows: 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.
5. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Nine Hundred Eighteen Dollars (\$918). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: \$918 with a maximum per student of \$917.15 or the most current state approved SES per-pupil rate.

The services will be rendered to the following:

Total # of people:	1 to 8 students per tutor	# hours per day:	1 to 3 hours per session	# of days:	Determined by parent and tutor
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6. Expenses. DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: None.
7. Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR's employees.

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. CONTRACTOR acknowledges that the common-law factors identified in Exhibit B attached hereto are true and accurate.

8. Materials. CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: 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 22, 2012.

CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

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10. Copyright/Trademark/Patent: CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title, and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium.

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- (a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out (1) or (2) above, sustained by the CONTRACTOR or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above, which result from the negligence or willful misconduct of the DISTRICT or its officers, employees, or agents.
 - (b) Any injury to or death of any person(s), including the DISTRICT's officers, employees, and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, 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 DISTRICT's property, except for liability for damages, which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees, or agents.
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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.

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DISTRICT:

Paul Sevillano, Ed.D.
Anaheim Union High School District
501 N. Crescent Way
Anaheim, CA 92801

CONTRACTOR:

A Tree of Knowledge Educational
Services, Inc.
10600 Sepulveda Boulevard, Suite 107
Mission Hills, CA 91345
(866) 698-6537

22. Severability. If any term, condition, or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.
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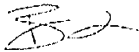
THIS AGREEMENT IS ENTERED INTO THIS 24th DAY OF JANUARY 2013.

A Tree of Knowledge Educational Services,
Inc.

Anaheim Union High School District

12/19/2012

Date:



Date:

Authorized Signature:

Authorized Signature:

Brandon Edwards, Ed.D.,
President
10600 Sepulveda Boulevard, Suite 107
Mission Hills, CA 91345
bedwards@tree-of-knowledge.net

Paul Sevillano, Ed.D.,
Assistant Superintendent,
Educational Services Division
501 N. Crescent Way/P.O. Box 3520
Anaheim, CA 92803-3520

Please check one:

Independent/Sole Proprietor	
Corporation	X
Partnership	
Other	

Federal Identification Number

Write the number here 20-5554673

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:

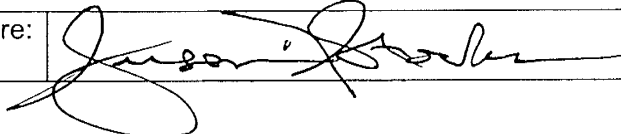
Signature:		Date:	<u>12-24-12</u>
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EXHIBIT A

- a. Assess and diagnose reading, math, and/or science needs of each student, develop an SES Student Learning Plan in consultation with the parent/guardian 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)-(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/guardian when student is absent from the program. 20 U.S.C. §6316(e)(3)(A)-(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)-(B).
- f. Monitor student attendance. 20 U.S.C. §6316 (e)(3)(A)-(B).
- g. By June 14, 2013, 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)-(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 \$1 million. 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 14, 2013, Consultant will submit to the Special Programs Office a final invoice for services rendered during the 2012-13 fiscal year.
 - n. If the District has not received first invoice from Consultant by March 15, 2013, Consultant shall provide written communication to the District no later than March 15, 2013, whether or not services with Consultant will continue. Failure to do so will result in termination of services with Consultant.
 - o. 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.
 - p. If this agreement is terminated, the money designated for the Consultant will be disencumbered.

Exhibit B

**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 independent contractor 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.

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Anaheim Union High School District, hereinafter referred to as "DISTRICT" and Access To Learning hereinafter referred to as "CONTRACTOR."

WHEREAS, DISTRICT is in need of special services and advice on a limited basis;

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, CONTRACTOR is specially trained and experienced and competent to perform the special services required by the DISTRICT and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

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

DISTRICT will use Title I (3816) for services provided to students from the following school sites: Ball, Brookhurst, Dale, Orangeview, South and Sycamore Junior High Schools and Anaheim, Katella, Loara, Magnolia, Savanna, and Western High Schools.

Services shall be provided by Access To Learning.

Consultant agrees to abide by the requirements outlined in Exhibit A which are consistent with federal and state law.

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on January 25, 2013, and will diligently perform as required and complete performance by May 15, 2013.

3. List of Other Supportive Staff or Consultants. Dr. Susan Stocks, Director, Special Programs will manage SES providers, in accordance with NCLB regulations.
4. Reason for Consultant. The technical reason that an independent contractor is being used rather than a DISTRICT employee is as follows: 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.
5. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed One Thousand Eight Hundred Thirty-Five Dollars (\$1,835). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: \$1,835 with a maximum per student of \$917.15 or the most current state approved SES per-pupil rate.

The services will be rendered to the following:

Total # of people:	1 to 8 students per tutor	# hours per day:	1 to 3 hours per session	# of days:	Determined by parent and tutor
--------------------	---------------------------	------------------	--------------------------	------------	--------------------------------

6. Expenses. DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: None.
7. Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR's employees.

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. CONTRACTOR acknowledges that the common-law factors identified in Exhibit B attached hereto are true and accurate.

8. Materials. CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: 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 22, 2012.

CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

9. Originality of Services. CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

10. Copyright/Trademark/Patent: CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title, and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium.

11. Termination. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within thirty days (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the thirty (30) days

cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of, any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

12. Hold Harmless. CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees, and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:
- (a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out (1) or (2) above, sustained by the CONTRACTOR or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above, which result from the negligence or willful misconduct of the DISTRICT or its officers, employees, or agents.
 - (b) Any injury to or death of any person(s), including the DISTRICT's officers, employees, and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, 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 DISTRICT's property, except for liability for damages, which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees, or agents.
 - (c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

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.

13. Insurance. Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of \$1 million (\$1,000,000) per occurrence

combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than fifteen (15) days from execution of this AGREEMENT by the DISTRICT and CONTRACTOR, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder, including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents, and employees as additional insureds under said policy.

14. Assignment. The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.
15. Compliance with Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment, and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.
16. Permits/Licenses. CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.
17. Employment with Public Agency. CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will 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 this AGREEMENT.
18. Entire Agreement/Amendment. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement, with respect to the services contemplated and may be amended only by a written amendment executed by both parties to the AGREEMENT.
19. Nondiscrimination. CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status, or age of such persons.

20. Non Waiver. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
21. Notice. All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT:

Paul Sevillano, Ed.D.
Anaheim Union High School District
501 N. Crescent Way
Anaheim, CA 92801

CONTRACTOR:

Access To Learning
38713 Tierra Subida, #234
Palmdale, CA 93551
(888) 897-9987

22. Severability. If any term, condition, or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.
23. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.
24. Governing Law. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.
25. Exhibits. This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.
- a. Exhibit A.
 - b. Exhibit B.

THIS AGREEMENT IS ENTERED INTO THIS 24th DAY OF JANUARY 2013.

Access To Learning

Anahelm Union High School District

12/29/12

Date:

Date:

Authorized Signature:

Authorized Signature:

Felix Trevino
Executive Director
38713 Tierra Subida, #234
Palmdale, CA 93551
f.trevino@tutoringaccess.com

Paul Sevillano, Ed.D.,
Assistant Superintendent,
Educational Services Division
501 N. Crescent Way/P.O. Box 3520
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Please check one:

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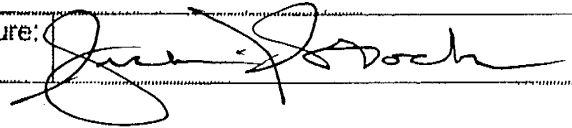
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(IRS Revenue Rule 87-41)**

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WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, DISTRICT is in need of such special services and advice; and

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Total # of people:	1 to 8 students per tutor	# hours per day:	1 to 3 hours per session	# of days:	Determined by parent and tutor
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6. Expenses. DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: None.
7. Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR's employees.

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. CONTRACTOR acknowledges that the common-law factors identified in Exhibit B attached hereto are true and accurate.

8. Materials. CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: 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 22, 2012.

CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

9. Originality of Services. CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

10. Copyright/Trademark/Patent: CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title, and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium.

11. Termination. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within thirty days (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the thirty (30) days

cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of, any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

12. Hold Harmless. CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees, and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:
- (a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out (1) or (2) above, sustained by the CONTRACTOR or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above, which result from the negligence or willful misconduct of the DISTRICT or its officers, employees, or agents.
 - (b) Any injury to or death of any person(s), including the DISTRICT's officers, employees, and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, 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 DISTRICT's property, except for liability for damages, which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees, or agents.
 - (c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

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.

13. Insurance. Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of \$1 million (\$1,000,000) per occurrence

combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than fifteen (15) days from execution of this AGREEMENT by the DISTRICT and CONTRACTOR, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder, including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents, and employees as additional insureds under said policy.

14. Assignment. The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.
15. Compliance with Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment, and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.
16. Permits/Licenses. CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.
17. Employment with Public Agency. CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will 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 this AGREEMENT.
18. Entire Agreement/Amendment. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement, with respect to the services contemplated and may be amended only by a written amendment executed by both parties to the AGREEMENT.
19. Nondiscrimination. CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status, or age of such persons.

20. Non Waiver. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
21. Notice. All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT:

Paul Sevillano, Ed.D.
 Anaheim Union High School District
 501 N. Crescent Way
 Anaheim, CA 92801

CONTRACTOR:

Accuracy Temporary Services, Inc. dba
 ATS Project Success
 20674 Hall Road
 Clinton Township, MI 48038
 (800) 297-2119

22. Severability. If any term, condition, or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.
23. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.
24. Governing Law. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.
25. Exhibits. This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.
- a. Exhibit A.
 - b. Exhibit B.

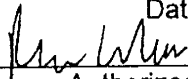
THIS AGREEMENT IS ENTERED INTO THIS 24th DAY OF JANUARY 2013:

Accuracy Temporary Services, Inc. dba ATS
Project Success

Anaheim Union High School District

December 20, 2012

Date:



Authorized Signature:

Date:

Authorized Signature:

Renee Weaver-Wright
President
20674 Hall Road
Clinton Township, MI 48038
info@atsprojectsuccessworks.com

Paul Sevillano, Ed.D.,
Assistant Superintendent,
Educational Services Division
501 N. Crescent Way/P.O. Box 3520
Anaheim, CA 92803-3520

Please check one:

Independent/Sole Proprietor	
Corporation	✓
Partnership	
Other	

Federal Identification Number

Write the number here 38-2709553

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:

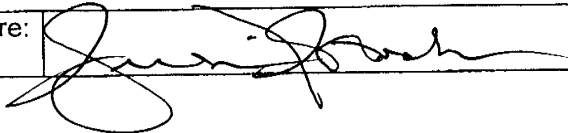
Signature: 	Date: <u>12-21-12</u>
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EXHIBIT A

- a. Assess and diagnose reading, math, and/or science needs of each student, develop an SES Student Learning Plan in consultation with the parent/guardian 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)-(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/guardian when student is absent from the program. 20 U.S.C. §6316(e)(3)(A)-(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)-(B).
- f. Monitor student attendance. 20 U.S.C. §6316 (e)(3)(A)-(B).
- g. By June 14, 2013, 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)-(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 \$1 million. 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 14, 2013, Consultant will submit to the Special Programs Office a final invoice for services rendered during the 2012-13 fiscal year.
 - n. If the District has not received first invoice from Consultant by March 15, 2013, Consultant shall provide written communication to the District no later than March 15, 2013, whether or not services with Consultant will continue. Failure to do so will result in termination of services with Consultant.
 - o. 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.
 - p. If this agreement is terminated, the money designated for the Consultant will be disencumbered.

Exhibit B

**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 independent contractor 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.

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Anaheim Union High School District, hereinafter referred to as "DISTRICT" and DS Learning hereinafter referred to as "CONTRACTOR."

WHEREAS, DISTRICT is in need of special services and advice on a limited basis;

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, CONTRACTOR is specially trained and experienced and competent to perform the special services required by the DISTRICT and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

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

DISTRICT will use Title I (3816) for services provided to students from the following school sites: Ball, Brookhurst, Dale, Orangeview, South and Sycamore Junior High Schools and Anaheim, Katella, Loara, Magnolia, Savanna, and Western High Schools.

Services shall be provided by DS Learning.

Consultant agrees to abide by the requirements outlined in Exhibit A which are consistent with federal and state law.

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on January 25, 2013, and will diligently perform as required and complete performance by May 15, 2013.

- 3. List of Other Supportive Staff or Consultants. Dr. Susan Stocks, Director, Special Programs will manage SES providers, in accordance with NCLB regulations.
- 4. Reason for Consultant. The technical reason that an independent contractor is being used rather than a DISTRICT employee is as follows: 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.
- 5. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Nine Hundred Eighteen Dollars (\$918). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: \$918 with a maximum per student of \$917.15 or the most current state approved SES per-pupil rate.

The services will be rendered to the following:

Total # of people:	1 to 8 students per tutor	# hours per day:	1 to 3 hours per session	# of days:	Determined by parent and tutor
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- 6. Expenses. DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: None.
- 7. Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT’s employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers’ Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR’s employees.

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DISTRICT:

Paul Sevillano, Ed.D.
Anaheim Union High School District
501 N. Crescent Way
Anaheim, CA 92801

CONTRACTOR:

DS Learning
42455 10th Street W, #105
Lancaster, CA 93534
(877) 492-8015

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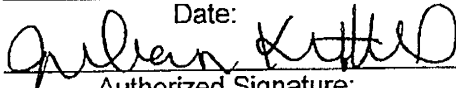
THIS AGREEMENT IS ENTERED INTO THIS 24th DAY OF JANUARY 2013.

DS Learning

Anaheim Union High School District

12-20-12

Date:


Authorized Signature:

Date:

Authorized Signature:

Julianna Knittel, M.A.
SES Coordinator
42455 10th Street W, #105
Lancaster, CA 93534
jkknittel@dschs.org

Paul Sevillano, Ed.D.,
Assistant Superintendent,
Educational Services Division
501 N. Crescent Way/P.O. Box 3520
Anaheim, CA 92803-3520

Please check one:

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

Federal Identification Number

Write the number here 48-1272886

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:

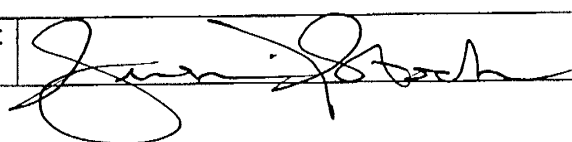
Signature: 	Date: <u>12-20-12</u>
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EXHIBIT A

- a. Assess and diagnose reading, math, and/or science needs of each student, develop an SES Student Learning Plan in consultation with the parent/guardian 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)-(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/guardian when student is absent from the program. 20 U.S.C. §6316(e)(3)(A)-(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)-(B).
- f. Monitor student attendance. 20 U.S.C. §6316 (e)(3)(A)-(B).
- g. By June 14, 2013, 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)-(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 \$1 million. 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 14, 2013, Consultant will submit to the Special Programs Office a final invoice for services rendered during the 2012-13 fiscal year.
 - n. If the District has not received first invoice from Consultant by March 15, 2013, Consultant shall provide written communication to the District no later than March 15, 2013, whether or not services with Consultant will continue. Failure to do so will result in termination of services with Consultant.
 - o. 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.
 - p. If this agreement is terminated, the money designated for the Consultant will be disencumbered.

Exhibit B

**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.
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 - Other (explain) _____
- Work for Multiple Employers:** Consultant may perform services for more than one employer simultaneously, unless otherwise noted.
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 - Business license
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- 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).
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INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Anaheim Union High School District, hereinafter referred to as "DISTRICT" and ICES Education, LLC hereinafter referred to as "CONTRACTOR."

WHEREAS, DISTRICT is in need of special services and advice on a limited basis;

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, CONTRACTOR is specially trained and experienced and competent to perform the special services required by the DISTRICT and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

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

DISTRICT will use Title I (3816) for services provided to students from the following school sites: Ball, Brookhurst, Dale, Orangeview, South and Sycamore Junior High Schools and Anaheim, Katella, Loara, Magnolia, Savanna, and Western High Schools.

Services shall be provided by ICES Education, LLC.

Consultant agrees to abide by the requirements outlined in Exhibit A which are consistent with federal and state law.

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on January 25, 2013, and will diligently perform as required and complete performance by May 15, 2013.

3. List of Other Supportive Staff or Consultants. Dr. Susan Stocks, Director, Special Programs will manage SES providers, in accordance with NCLB regulations.
4. Reason for Consultant. The technical reason that an independent contractor is being used rather than a DISTRICT employee is as follows: 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.
5. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed One Thousand Eight Hundred Thirty-Five Dollars (\$1,835). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: \$1,835 with a maximum per student of \$917.15 or the most current state approved SES per-pupil rate.

The services will be rendered to the following:

Total # of people:	1 to 8 students per tutor	# hours per day:	1 to 3 hours per session	# of days:	Determined by parent and tutor
--------------------	---------------------------	------------------	--------------------------	------------	--------------------------------

6. Expenses. DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: None.
7. Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR's employees.

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. CONTRACTOR acknowledges that the common-law factors identified in Exhibit B attached hereto are true and accurate.

8. Materials. CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: 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 22, 2012.

CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

9. Originality of Services. CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

10. Copyright/Trademark/Patent: CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title, and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium.

11. Termination. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within thirty days (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the thirty (30) days

cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of, any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

12. Hold Harmless. CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees, and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

- (a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out (1) or (2) above, sustained by the CONTRACTOR or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above, which result from the negligence or willful misconduct of the DISTRICT or its officers, employees, or agents.
- (b) Any injury to or death of any person(s), including the DISTRICT's officers, employees, and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, 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 DISTRICT's property, except for liability for damages, which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees, or agents.
- (c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

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.

13. Insurance. Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of \$1 million (\$1,000,000) per occurrence

combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than fifteen (15) days from execution of this AGREEMENT by the DISTRICT and CONTRACTOR, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder, including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents, and employees as additional insureds under said policy.

14. Assignment. The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.
15. Compliance with Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment, and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.
16. Permits/Licenses. CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.
17. Employment with Public Agency. CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will 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 this AGREEMENT.
18. Entire Agreement/Amendment. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement, with respect to the services contemplated and may be amended only by a written amendment executed by both parties to the AGREEMENT.
19. Nondiscrimination. CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status, or age of such persons.

20. Non Waiver. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

21. Notice. All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT:

Paul Sevillano, Ed.D.
Anaheim Union High School District
501 N. Crescent Way
Anaheim, CA 92801

CONTRACTOR:

ICES Education, LLC
201 Covina Avenue, Suite 2
Long Beach, CA 90803
(562) 434-5313

22. Severability. If any term, condition, or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.

23. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

24. Governing Law. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

25. Exhibits. This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

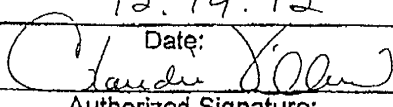
a. Exhibit A.

b. Exhibit B.

THIS AGREEMENT IS ENTERED INTO THIS 24th DAY OF JANUARY 2013.

ICES Education, LLC

Anaheim Union High School District

12.19.12
Date:

Authorized Signature:

Date:
Authorized Signature:

Claudia Villalba
Executive Vice President
201 Covina Avenue, Suite 2
Long Beach, CA 90803
claudia@iceseducation.org

Paul Sevillano, Ed.D.,
Assistant Superintendent,
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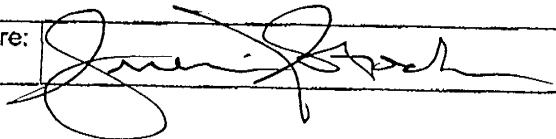
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- 7. Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT’s employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers’ Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR’s employees.

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. CONTRACTOR acknowledges that the common-law factors identified in Exhibit B attached hereto are true and accurate.

8. Materials. CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: 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 22, 2012.

CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

9. Originality of Services. CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

10. Copyright/Trademark/Patent: CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title, and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium.

11. Termination. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within thirty days (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the thirty (30) days

cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of, any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

12. Hold Harmless. CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees, and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:
- (a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out (1) or (2) above, sustained by the CONTRACTOR or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above, which result from the negligence or willful misconduct of the DISTRICT or its officers, employees, or agents.
 - (b) Any injury to or death of any person(s), including the DISTRICT's officers, employees, and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, 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 DISTRICT's property, except for liability for damages, which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees, or agents.
 - (c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

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.

13. Insurance. Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of \$1 million (\$1,000,000) per occurrence

combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than fifteen (15) days from execution of this AGREEMENT by the DISTRICT and CONTRACTOR, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder, including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents, and employees as additional insureds under said policy.

14. Assignment. The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.
15. Compliance with Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment, and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.
16. Permits/Licenses. CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.
17. Employment with Public Agency. CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will 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 this AGREEMENT.
18. Entire Agreement/Amendment. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement, with respect to the services contemplated and may be amended only by a written amendment executed by both parties to the AGREEMENT.
19. Nondiscrimination. CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status, or age of such persons.

20. Non Waiver. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

21. Notice. All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT:

Paul Sevillano, Ed.D.
Anaheim Union High School District
501 N. Crescent Way
Anaheim, CA 92801

CONTRACTOR:

Innovadia LLC
8721 Santa Monica Boulevard, #1445
Los Angeles, CA 90069-4507
(800) 634-3803

22. Severability. If any term, condition, or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.

23. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

24. Governing Law. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

25. Exhibits. This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

a. Exhibit A.

b. Exhibit B.

THIS AGREEMENT IS ENTERED INTO THIS 24th DAY OF JANUARY 2013.

Innovadia LLC

Anaheim Union High School District

December 19, 2012

Date:

Amit

Authorized Signature:

Date:

Authorized Signature:

Amit Agarwal
Manager
8721 Santa Monica Boulevard, #1445
Los Angeles, CA 90069-4507
amit@OnlineSesTutor.com

Paul Sevillano, Ed.D.,
Assistant Superintendent,
Educational Services Division
501 N. Crescent Way/P.O. Box 3520
Anaheim, CA 92803-3520

Please check one:

Independent/Sole Proprietor	
Corporation	
Partnership	✓
Other	

Federal Identification Number

Write the number here 27-1867459

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:

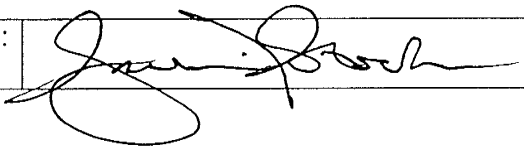
Signature:		Date:	<u>12-21-12</u>
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EXHIBIT A

- a. Assess and diagnose reading, math, and/or science needs of each student, develop an SES Student Learning Plan in consultation with the parent/guardian 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)-(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/guardian when student is absent from the program. 20 U.S.C. §6316(e)(3)(A)-(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)-(B).
- f. Monitor student attendance. 20 U.S.C. §6316 (e)(3)(A)-(B).
- g. By June 14, 2013, 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)-(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 \$1 million. 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 14, 2013, Consultant will submit to the Special Programs Office a final invoice for services rendered during the 2012-13 fiscal year.
 - n. If the District has not received first invoice from Consultant by March 15, 2013, Consultant shall provide written communication to the District no later than March 15, 2013, whether or not services with Consultant will continue. Failure to do so will result in termination of services with Consultant.
 - o. 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.
 - p. If this agreement is terminated, the money designated for the Consultant will be disencumbered.

Exhibit B

**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 independent contractor 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.

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Anaheim Union High School District, hereinafter referred to as "DISTRICT" and Smart Kids Tutoring & Learning Center, Inc. hereinafter referred to as "CONTRACTOR."

WHEREAS, DISTRICT is in need of special services and advice on a limited basis;

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, CONTRACTOR is specially trained and experienced and competent to perform the special services required by the DISTRICT and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. Services. The CONTRACTOR will provide the following services:
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/or science, to socioeconomically disadvantaged students who attend Ball, Brookhurst, Dale, Orangeview, South, and Sycamore Junior High Schools and Anaheim, Katella, Loara, Magnolia, Savanna, and Western High Schools. Smart Kids Tutoring & Learning Center, Inc. also serves English learners and students with special needs. The tutoring is to be administered by SES providers approved by the California Department of Education, in accordance with policies prescribed in the No Child Left Behind (NCLB) Act of 2001.

DISTRICT will use Title I (3816) for services provided to students from the following school sites: Ball, Brookhurst, Dale, Orangeview, South and Sycamore Junior High Schools and Anaheim, Katella, Loara, Magnolia, Savanna, and Western High Schools.

Services shall be provided by Smart Kids Tutoring & Learning Center, Inc.

Consultant agrees to abide by the requirements outlined in Exhibit A which are consistent with federal and state law.

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on January 25, 2013, and will diligently perform as required and complete performance by May 15, 2013.

- 3. List of Other Supportive Staff or Consultants. Dr. Susan Stocks, Director, Special Programs will manage SES providers, in accordance with NCLB regulations.
- 4. Reason for Consultant. The technical reason that an independent contractor is being used rather than a DISTRICT employee is as follows: 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.
- 5. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Nine Hundred Eighteen Dollars (\$918). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: \$918 with a maximum per student of \$917.15 or the most current state approved SES per-pupil rate.

The services will be rendered to the following:

Total # of people:	1 to 8 students per tutor	# hours per day:	1 to 3 hours per session	# of days:	Determined by parent and tutor
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- 6. Expenses. DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: None.
- 7. Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT’s employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers’ Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR’s employees.

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. CONTRACTOR acknowledges that the common-law factors identified in Exhibit B attached hereto are true and accurate.

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cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of, any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

12. Hold Harmless. CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees, and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:
- (a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out (1) or (2) above, sustained by the CONTRACTOR or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above, which result from the negligence or willful misconduct of the DISTRICT or its officers, employees, or agents.
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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.

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combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than fifteen (15) days from execution of this AGREEMENT by the DISTRICT and CONTRACTOR, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder, including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents, and employees as additional insureds under said policy.

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20. Non Waiver. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
21. Notice. All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT:

Paul Sevillano, Ed.D.
 Anaheim Union High School District
 501 N. Crescent Way
 Anaheim, CA 92801

CONTRACTOR:

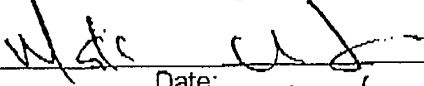
Smart Kids Tutoring & Learning Center,
 Inc.
 P.O. Box 640
 Artesia, CA 90702
 (866) 672-1117

22. Severability. If any term, condition, or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.
23. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.
24. Governing Law. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.
25. Exhibits. This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.
- a. Exhibit A.
 - b. Exhibit B.

THIS AGREEMENT IS ENTERED INTO THIS 24th DAY OF JANUARY 2013.

Smart Kids Tutoring & Learning Center, Inc.

Anaheim Union High School District


Date: 12/19/12
Authorized Signature:

Date:

Authorized Signature:

Chi Fai Mak
President
P.O. Box 640
Artesia, CA 90702
contact@smarkkidstutor.com

Paul Sevillano, Ed.D.,
Assistant Superintendent,
Educational Services Division
501 N. Crescent Way/P.O. Box 3520
Anaheim, CA 92803-3520

Please check one:

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

Federal Identification Number

Write the number here 02-0551704

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:

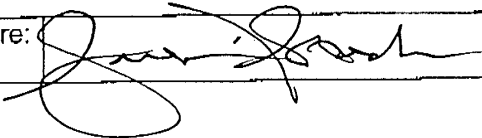
Signature:  Date: 12-21-12

EXHIBIT A

- a. Assess and diagnose reading, math, and/or science needs of each student, develop an SES Student Learning Plan in consultation with the parent/guardian 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)-(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/guardian when student is absent from the program. 20 U.S.C. §6316(e)(3)(A)-(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)-(B).
- f. Monitor student attendance. 20 U.S.C. §6316 (e)(3)(A)-(B).
- g. By June 14, 2013, 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)-(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 \$1 million. 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 14, 2013, Consultant will submit to the Special Programs Office a final invoice for services rendered during the 2012-13 fiscal year.
 - n. If the District has not received first invoice from Consultant by March 15, 2013, Consultant shall provide written communication to the District no later than March 15, 2013, whether or not services with Consultant will continue. Failure to do so will result in termination of services with Consultant.
 - o. 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.
 - p. If this agreement is terminated, the money designated for the Consultant will be disencumbered.

Exhibit B

**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 independent contractor 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.

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Anaheim Union High School District, hereinafter referred to as "DISTRICT" and The Community College Foundation hereinafter referred to as "CONTRACTOR."

WHEREAS, DISTRICT is in need of special services and advice on a limited basis;

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, CONTRACTOR is specially trained and experienced and competent to perform the special services required by the DISTRICT and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

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

DISTRICT will use Title I (3816) for services provided to students from the following school sites: Ball, Brookhurst, Dale, Orangeview, South and Sycamore Junior High Schools and Anaheim, Katella, Loara, Magnolia, Savanna, and Western High Schools.

Services shall be provided by The Community College Foundation.

Consultant agrees to abide by the requirements outlined in Exhibit A which are consistent with federal and state law.

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on January 25, 2013, and will diligently perform as required and complete performance by May 15, 2013.

3. List of Other Supportive Staff or Consultants. Dr. Susan Stocks, Director, Special Programs will manage SES providers, in accordance with NCLB regulations.
4. Reason for Consultant. The technical reason that an independent contractor is being used rather than a DISTRICT employee is as follows: 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.
5. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Nine Hundred Eighteen Dollars (\$918). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: \$918 with a maximum per student of \$917.15 or the most current state approved SES per-pupil rate.

The services will be rendered to the following:

Total # of people:	1 to 8 students per tutor	# hours per day:	1 to 3 hours per session	# of days:	Determined by parent and tutor
--------------------	---------------------------	------------------	--------------------------	------------	--------------------------------

6. Expenses. DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: None.
7. Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR's employees.

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. CONTRACTOR acknowledges that the common-law factors identified in Exhibit B attached hereto are true and accurate.

8. Materials. CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: 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 22, 2012.

CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

9. Originality of Services. CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

10. Copyright/Trademark/Patent: CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title, and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium.

11. Termination. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within thirty days (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the thirty (30) days

cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of, any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

12. Hold Harmless. CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees, and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:
- (a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out (1) or (2) above, sustained by the CONTRACTOR or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above, which result from the negligence or willful misconduct of the DISTRICT or its officers, employees, or agents.
 - (b) Any injury to or death of any person(s), including the DISTRICT's officers, employees, and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, 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 DISTRICT's property, except for liability for damages, which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees, or agents.
 - (c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

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.

13. Insurance. Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of \$1 million (\$1,000,000) per occurrence

combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than fifteen (15) days from execution of this AGREEMENT by the DISTRICT and CONTRACTOR, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder, including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents, and employees as additional insureds under said policy.

14. Assignment. The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.
15. Compliance with Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment, and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.
16. Permits/Licenses. CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.
17. Employment with Public Agency. CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will 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 this AGREEMENT.
18. Entire Agreement/Amendment. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement, with respect to the services contemplated and may be amended only by a written amendment executed by both parties to the AGREEMENT.
19. Nondiscrimination. CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status, or age of such persons.

20. Non Waiver. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
21. Notice. All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT:

Paul Sevillano, Ed.D.
 Anaheim Union High School District
 501 N. Crescent Way
 Anaheim, CA 92801

CONTRACTOR:

The Community College Foundation
 1901 Royal Oaks Drive, Suite 100
 Sacramento, CA 95815
 (916) 418-5105

22. Severability. If any term, condition, or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.
23. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.
24. Governing Law. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.
25. Exhibits. This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.
- a. Exhibit A.
 - b. Exhibit B.

THIS AGREEMENT IS ENTERED INTO THIS 24th DAY OF JANUARY 2013.

The Community College Foundation

Anaheim Union High School District

12/19/2012
Date:

Authorized Signature:

Date:
Authorized Signature:

Andrea D. Bibelheimer
Director of Tutoring
1901 Royal Oaks Drive, Suite 100
Sacramento, CA 95815
abibelheimer@communitycollege.org

Paul Sevillano, Ed.D.,
Assistant Superintendent,
Educational Services Division
501 N. Crescent Way/P.O. Box 3520
Anaheim, CA 92803-3520

Please check one:

Independent/Sole Proprietor	
Corporation	✓
Partnership	
Other	

Federal Identification Number

Write the number here 68-0016439

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.

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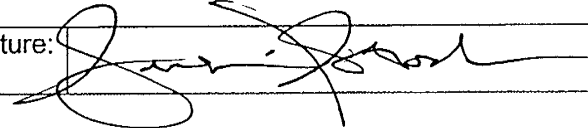
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EXHIBIT A

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- 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/guardian when student is absent from the program. 20 U.S.C. §6316(e)(3)(A)-(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)-(B).
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- 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).
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- 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 \$1 million. The required certificate of insurance must include an additional insured endorsement, naming AUHSD as an additional insured under the policy.

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 - (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.
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 - p. If this agreement is terminated, the money designated for the Consultant will be disencumbered.

Exhibit B

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

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- Possible Profit or Loss:** Consultant does these (check valid items):
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 - Lists services in Business Directory
 - Other (explain) _____
- Work for Multiple Employers:** Consultant may perform services for more than one employer simultaneously, unless otherwise noted.
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 - 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.

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Anaheim Union High School District, hereinafter referred to as "DISTRICT" and Thomotti Inc. DBA Cypress Tutoring Club hereinafter referred to as "CONTRACTOR."

WHEREAS, DISTRICT is in need of special services and advice on a limited basis;

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, CONTRACTOR is specially trained and experienced and competent to perform the special services required by the DISTRICT and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. Services. The CONTRACTOR will provide the following services: Thomotti Inc. DBA Cypress Tutoring Club, a Supplemental Educational Services (SES) provider, will make available after-school tutoring in reading/English language arts, mathematics, and/or science, to socioeconomically disadvantaged students who attend Ball, Brookhurst, Dale, Orangeview, South, and Sycamore Junior High Schools and Anaheim, Katella, Loara, Magnolia, Savanna, and Western High Schools. Thomotti Inc. DBA Cypress Tutoring Club also serves English learners and students with special needs. The tutoring is to be administered by SES providers approved by the California Department of Education, in accordance with policies prescribed in the No Child Left Behind (NCLB) Act of 2001.

DISTRICT will use Title I (3816) for services provided to students from the following school sites: Ball, Brookhurst, Dale, Orangeview, South and Sycamore Junior High Schools and Anaheim, Katella, Loara, Magnolia, Savanna, and Western High Schools.

Services shall be provided by Thomotti Inc. DBA Cypress Tutoring Club.

Consultant agrees to abide by the requirements outlined in Exhibit A which are consistent with federal and state law.

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on January 25, 2013, and will diligently perform as required and complete performance by May 15, 2013.

3. List of Other Supportive Staff or Consultants. Dr. Susan Stocks, Director, Special Programs will manage SES providers, in accordance with NCLB regulations.
4. Reason for Consultant. The technical reason that an independent contractor is being used rather than a DISTRICT employee is as follows: 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.
5. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Two Thousand Seven Hundred Fifty-Two Dollars (\$2,752). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: \$2,752 with a maximum per student of \$917.15 or the most current state approved SES per-pupil rate.

The services will be rendered to the following:

Total # of people:	1 to 8 students per tutor	# hours per day:	1 to 3 hours per session	# of days:	Determined by parent and tutor
--------------------	---------------------------	------------------	--------------------------	------------	--------------------------------

6. Expenses. DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: None.
7. Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR's employees.

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. CONTRACTOR acknowledges that the common-law factors identified in Exhibit B attached hereto are true and accurate.

8. Materials. CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: 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 22, 2012.

CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

9. Originality of Services. CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

10. Copyright/Trademark/Patent: CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title, and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium.

11. Termination. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within thirty days (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the thirty (30) days

cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of, any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

12. Hold Harmless. CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees, and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:
- (a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out (1) or (2) above, sustained by the CONTRACTOR or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above, which result from the negligence or willful misconduct of the DISTRICT or its officers, employees, or agents.
 - (b) Any injury to or death of any person(s), including the DISTRICT's officers, employees, and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, 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 DISTRICT's property, except for liability for damages, which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees, or agents.
 - (c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

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.

13. Insurance. Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of \$1 million (\$1,000,000) per occurrence

combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than fifteen (15) days from execution of this AGREEMENT by the DISTRICT and CONTRACTOR, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder, including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents, and employees as additional insureds under said policy.

14. Assignment. The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.
15. Compliance with Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment, and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.
16. Permits/Licenses. CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.
17. Employment with Public Agency. CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will 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 this AGREEMENT.
18. Entire Agreement/Amendment. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement, with respect to the services contemplated and may be amended only by a written amendment executed by both parties to the AGREEMENT.
19. Nondiscrimination. CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status, or age of such persons.

20. Non Waiver. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

21. Notice. All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT:

Paul Sevillano, Ed.D.
Anaheim Union High School District
501 N. Crescent Way
Anaheim, CA 92801

CONTRACTOR:

Thomotti Inc. DBA Cypress Tutoring Club
9111 Valley View Street, #115
Cypress, CA 90630
(714) 995-7323

22. Severability. If any term, condition, or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.

23. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

24. Governing Law. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

25. Exhibits. This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

a. Exhibit A.

b. Exhibit B.

THIS AGREEMENT IS ENTERED INTO THIS 24th DAY OF JANUARY 2013.

Thomotti Inc. DBA Cypress Tutoring Club

Anaheim Union High School District

12-19-12

Date:

Stephanie Thomas

Authorized Signature:

Mady Gufarotti

Authorized Signature:

Date:

Authorized Signature:

Mady Gufarotti, Owner
Stephanie Thomas, Owner
9111 Valley View Street, #115
Cypress, CA 90630
cypressca@tutoringclub.com

Paul Sevillano, Ed.D.,
Assistant Superintendent,
Educational Services Division
501 N. Crescent Way/P.O. Box 3520
Anaheim, CA 92803-3520

Please check one:

Independent/Sole Proprietor	
Corporation	✓
Partnership	
Other	

Federal Identification Number

Write the number here 141978832

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:

Signature:	<i>Paul Sevillano</i>	Date:	<u>12-21-12</u>
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EXHIBIT A

- a. Assess and diagnose reading, math, and/or science needs of each student, develop an SES Student Learning Plan in consultation with the parent/guardian 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)-(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/guardian when student is absent from the program. 20 U.S.C. §6316(e)(3)(A)-(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)-(B).
- f. Monitor student attendance. 20 U.S.C. §6316 (e)(3)(A)-(B).
- g. By June 14, 2013, 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)-(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 \$1 million. 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 14, 2013, Consultant will submit to the Special Programs Office a final invoice for services rendered during the 2012-13 fiscal year.
 - n. If the District has not received first invoice from Consultant by March 15, 2013, Consultant shall provide written communication to the District no later than March 15, 2013, whether or not services with Consultant will continue. Failure to do so will result in termination of services with Consultant.
 - o. 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.
 - p. If this agreement is terminated, the money designated for the Consultant will be disencumbered.

Exhibit B

**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 independent contractor 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
 SPECIAL YOUTH SERVICES
 501 CRESCENT WAY P.O. BOX 3520
 ANAHEIM, CA 92803

TRANSPORTATION AGREEMENT

This is to certify that parents of student (0708130) ("Parents") agrees to the following method of transportation during the regular school year 2012-2013:

Parents will provide student transportation from their home at 4814 Firenza Drive, Cypress, California, 90630 to and from New Vista School, 23092 Mill Creek Drive, Laguna Hills, California, 92653, and will be reimbursed at the rate of 0.555¢ per mile for a total of 110 miles daily for up to 182 days during 2012-2013 regular school year not to exceed 182 days beginning September 5, 2012 through June 21, 2013. The maximum amount approved is as follows:

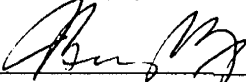
$$.555¢ \text{ mi} \times 110 \text{ mi daily trip} = \$61.05 \times 182 \text{ days} = \$11,111.10$$

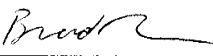
Invoicing to the District is required monthly, listing date of transporting student to and from New Vista School and verified by attendance records.

During the entire term of this agreement, and any extension or modification thereof, Parents shall keep in effect a policy or policies of liability insurance, including coverage on owned and non-owned automobiles, of at least \$100,000.00 for each person, and \$300,000.00 for each accident or occurrence for all damages arising out of deaths, bodily injury, sickness or diseases from any one accident or occurrence, and \$25,000.00 for all damages arising out of injury to or destruction of property for each accident or occurrence. Parents agree to provide a copy of their insurance policy to the District prior to transporting student. Parents agree to indemnify and hold district harmless for any act of family in providing said transportation.

The following persons are authorized to transport student from their home to New Vista School and back home: parents.

Parent Signature: _____ Signature on original _____ Date: _____
 Parent 0708130

Parent Signature:  Date: 12/10/12

Brad Jackson, Director:  Date: 12-21-12
 Special Youth Services

Board Approved: 1-24-13
 Date

SCHEDULE A

STUDENT IN NONPUBLIC SCHOOL UNDER EC 56030
Regular School Year 2012-2013

STUDENT	DOB	GRADE	BOARD APPROVAL DATE	NONPUBLIC SCHOOL	TOTAL CONTRACT COST*
SYS-115	04-24-98	09	01-24-13	Beacon Day School	\$45,660.98
SYS-134	08-10-99	08	01-24-13	Rossier Park School	\$27,856.50
SYS-135	04-25-00	07	01-24-13	Rossier Park School	\$50,522.50
SYS-136	12-15-94	11	01-24-13	Rossier Park School	\$22,740.00
SYS-118	07-24-96	12	01-24-13	Heritage School	\$62,122.80
SYS-121	11-06-99	07	01-24-13	Approach Learning & Assessment Center dba: Therapeutic Education Center	\$1,620.00
SYS-084	05-01-95	12	01-24-13	Speech and Language Development Center	\$1,711.50

*Includes transportation costs, if applicable.

SCHEDULE A

**STUDENT IN NONPUBLIC SCHOOL UNDER EC 56030
Extended School Year 2012-2013**

STUDENT	DOB	GRADE	BOARD APPROVAL DATE	NONPUBLIC SCHOOL	TOTAL CONTRACT COST*
SYS-097	09-02-97	09	01-24-13	Rossier Park School	\$5,550.60
SYS-109	03-04-97	10	01-24-13	Rossier Park School	\$5,550.60
SYS-111	06-13-94	12	01-24-13	Rossier Park School	\$8,160.10
SYS-073	03-12-96	11	01-24-13	Rossier Park School	\$5,550.60
SYS-104	03-04-96	11	01-24-13	Rossier Park School	\$5,550.60
SYS-055	05-15-96	11	01-24-13	Rossier Park School	\$5,550.60
SYS-047	08-27-96	11	01-24-13	Rossier Park School	\$5,720.50
SYS-115	04-24-98	09	01-24-13	Rossier Park School	\$5,550.60
SYS-067	11-30-95	12	01-24-13	Rossier Park School	\$5,775.60

Field Trip Report

Board of Trustees

January 24, 2013

1. Katella High School–Puente (5 students; 3 male, 2 female); Debra Pew (female) adviser; Mike Gallo (male), chaperone.

To: Washington D.C.
 Dates: March 3, 2013–March 8, 2013
 Purpose: Explore the inner working of the American Federal Government System
 Expenses: ASB/Club Fundraisers: Substitutes
 Parent/Student: Registration, meals, transportation, accommodations

Number of school days missed for this trip: 5
 Number of school days missed previously: 0
 Total number of days missed by this group: 5
2. Kennedy High School–Swim (32 students; 16 male, 16 female); Dean Wang (male) adviser; Eric Corona (male), Steve Reed (male), Derek Tran (male), Kim Datin (female), Ashley Arambula (female), chaperones.

To: San Diego, CA
 Dates: April 19, 2013–April 21, 2013
 Purpose: Swim Invitational
 Expenses: ASB/Club Fundraisers: Registration, transportation, substitutes
 Parent/Student: Meals, transportation, accommodations

Number of school days missed for this trip: 0
 Number of school days missed previously: 0
 Total number of days missed by this group: 0
3. Loara High School–ASB (7 students; 2 male, 5 female); Paul Chylinski (male) adviser; Toni Stroud (female), chaperone.

To: San Jose, CA
 Dates: April 13, 2013–April 15, 2013
 Purpose: Leadership Training
 Expenses: ASB/Club Fundraisers: Registration, meals, transportation, accommodations, substitutes
 Parent/Student: 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
4. Loara High School–Deca (4 female students); Millie Gorrie (female) adviser.

To: Santa Clara, CA
 Dates: February 27, 2013–March 3, 2013
 Purpose: Career Development Conference
 Expenses: Outside Source (Deca): Registration, accommodations
 ASB/Club Fundraisers: Transportation, substitutes
 Parent/Student: Meals

Field Trip Report

Board of Trustees

January 24, 2013

Number of school days missed for this trip: 2
Number of school days missed previously: 0
Total number of days missed by this group: 2

5. Magnolia High School–Puente (53 students; 24 male, 29 female); Steve Gonzales (male) adviser; Kelly Gallagher (male), Nancy Estrada (female), Francine Ruedas (female), Marissa Ortiz (female), Robert Cunard (male), Greg Senglaub (male), chaperones.

To: Berkeley, CA
Dates: February 7, 2013–February 9, 2013
Purpose: UC Berkeley Visitation
Expenses: Parent/Student: Meals, accommodations
Puente/AVID: Transportation

Number of school days missed for this trip: 2
Number of school days missed previously: 0
Total number of days missed by this group: 2

6. Oxford Academy–Instructional Music (18 students; 10 male, 8 female); Deanna Miner (female) adviser; Ron Hoshi (male), Jim Patten (male), chaperones.

To: San Diego, CA
Dates: March 13, 2013–March 16, 2013
Purpose: Performance
Expenses: ASB/Club Fundraisers: Registration, meals, transportation, accommodations, substitutes
Parent/Student: Registration, meals, transportation, accommodations
Booster Club: Registration, meals, transportation, accommodations

Number of school days missed for this trip: 3
Number of school days missed previously: 1
Total number of days missed by this group: 4

7. Savanna High School–Puente (26 students; 11 male, 15 female); Claudia Ruiz (female) adviser; Penny Archer (female), Mrs. Rodriguez (female), Mrs. Mejia (female), Mrs. Estrada (female), Mrs. Orozco (female), Mrs. Sanchez (female), Mrs. Manriquez (female), Ricardo Caro (male), Mr. Solis (male), Mr. Estrada (male), chaperones.

To: Northern California
Dates: March 14, 2013–March 16, 2013
Purpose: Visit University Campuses
Expenses: Puente: Registration, transportation, accommodations
Parent/Student: Meals

Number of school days missed for this trip: 2
Number of school days missed previously: 0
Total number of days missed by this group: 2

Field Trip Report

Board of Trustees

January 24, 2013

8. Savanna High School–Softball (16 female students); Mike Willey (male) adviser; Kathy Deeds (female), Sarah Strong (female), Shelley Williams (female), Maegan Duncan (female), chaperones.

To: Catalina, CA
Dates: April 26, 2013–April 27, 2013
Purpose: Softball Tournament
Expenses: ASB/Club Fundraisers: Meals, transportation, accommodations
Parent/Student: Meals, transportation, accommodations
Booster Club: Meals, transportation, accommodations

Number of school days missed for this trip: 0
Number of school days missed previously: 0
Total number of days missed by this group: 0



2012-2013 Quarterly Report on Williams Uniform Complaints (Required by Education Code Section 35186)

EXHIBIT Y Y

District: Anaheim Union High School District

Person completing this form: Russell Lee-Sung

Title: Assistant Superintendent, Human Resources

- | | | |
|-------------------------------------|---|---------------------------------------|
| <input type="checkbox"/> | Quarter #1 July 1 to September 30, 2012 | Report due by October 31, 2012 |
| <input checked="" type="checkbox"/> | Quarter #2 October 1 to December 31, 2012 | Report due by January 31, 2013 |
| <input type="checkbox"/> | Quarter #3 January 1 to March 31, 2013 | Report due by April 30, 2013 |
| <input type="checkbox"/> | Quarter #4 April 1 to June 30, 2013 | Report due by July 31, 2013 |

Date information will be reported publicly at governing board meeting: January 24, 2013

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 Vacancies or Misassignments	0		
Facility Conditions	0		
CAHSEE Intensive Instruction & Services (High school districts only)	0		
TOTALS	0		

Print name of Superintendent: Elizabeth I. Novack, Ph.D.

Signature of Superintendent: _____

Date: _____

Please submit to:

Suzie Strelecki
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

Board of Trustees
January 24, 2013

Page 1 of 6

1. Resignations/Retirements, effective as noted:

Escoe, Joelle; Resignation, 1/13/13

Taylor, Tracy; Retirement, 1/31/13

Wilson, Kristen; Resignation, 1/7/13

2. Leaves of Absence:

Dinkle, Tracy, for child care, without pay and with health benefits from 11/02/12, through the end of the working day on 02/14/13.

Durkin, Mary Jo, for child care, without pay and with health benefits from 12/31/12, through the end of the working day on 03/22/13.

Durkin, Mary Jo, for child bonding, without pay and without health benefits from 03/25/13, through the end of the working day on 06/13/13.

Ramirez, Jennifer, for child care, without pay and with health benefits from 11/27/12, through the end of working day on 02/15/2013.

3. Employment:

A. Classroom Teachers/Probationary:

		<u>Column</u>	<u>Step</u>
Sand, Jefferson	1/11/13	1	1

B. Classroom Teachers/Probationary:

		<u>Column</u>	<u>Step</u>
Ornelas, Tammy	1/28/13	2	5

C. Day-to-Day Substitute Teachers with authorization to teach in subject areas where they have adequate preparation, effective as noted:

Alvarez, Korinna	1/10/13
An, Kim	1/15/13
Austin, Nicole	1/15/13
Benner, Steven	12/13/12
Chang, Li-Tung	11/30/12
Chau, Phi	1/15/13
Contreras, R Zachary	1/14/13
Contreras, Ralph	1/14/13
Fuller, Eric	1/14/13
Gagnano, Brandon K.	1/8/13
Gutierrez, Elvira	1/14/13
Hadley, Jamie	1/14/13
Ibarra, Thomas	1/14/13
Kerr, Michael	1/15/13
Khai, Jacqueline	1/14/13
Lawrence, Austin	1/14/13
Markor, Kevin	1/15/13

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Mena Avila, Claudia	1/17/13
Mulcahy, Shelly	1/14/13
Natoli, Vincent	1/14/13
Odett, Kristy	1/15/13
Orcales, Jennifer	1/14/13
Pedroza, Emma	1/14/13
Radmanesh, Michelle	1/14/13
Reyes, Kristin	1/14/13
Rios, Adrian	1/15/13
Smith, Kathy	1/14/13
Smith, Peter J.	1/14/13
Stuart, Edward	1/15/13
Tello, Cesia Chrystal	1/15/13
Terry, Mykeal	1/15/13
Volz, Matthew	1/15/13
Wang, Kaiyan	1/14/13
Zambrano, Elizabeth	1/7/13

D. Day-to-Day Substitute Psychologist, effective as noted:

Lazaro, Denise 1/7/12

E. Speech-Language Pathologist/Probationary:

		<u>Column</u>	<u>Step</u>
DeRosa, Sherry	10/31/12 (amended)	4	7

4. Extra Service Compensation:

A. Additional Salary, for an extra period of coverage to be paid tenthly and based on the individual's salary for 2012-13, effective as noted: (General Funds)

Belski, Brian 8/27/12

B. Additional Salary, for an extra period of coverage to be paid tenthly and based on the individual's salary for 2012-13, effective as noted: (Title I)

Biegler, Kevin 8/27/12
Long, Garrett 8/27/12

C. Doctorate Stipend, to be paid to the following individual for an earned doctorate stipend, effective 11/1/12:

Ferencz, Susan

D. Lion Awards Stipend, for the following individual to compile and produce the end of year Lion Awards at Lexington Junior High, in the amount of \$400, to be paid at the end of the year: (ASB Funds)

Sanchez, Mary

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- E. TUPE Site Advisor Stipend, for the following individuals for the 2012-13 school year, as part of the Tobacco Use Prevention Education (TUPE) grant, to be paid the amount indicated at the end of the second semester: (TUPE Grant Funds)

Dunham, Anita	Lexington Junior High	\$1000
---------------	-----------------------	--------

- F. Drill Team Stipend, for the following individual who served as Drill Team instructor at Anaheim High School for the 2011-12 school year, to be paid \$4,216: (Academy Grant Funds)

Gonzalez, Oscar

5. Change of contract for the following personnel who have completed the additional units and/or years of experience to advance on the salary schedule, effective as noted:

	<u>From</u>	<u>To</u>	<u>Effective</u>
Marquez, Lisa	3 10	4 10	2/1/13
Nolasco, Christina	2 7	4 7	2/1/13

6. 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>
Knight, John	\$7,784.16	10/1/12
Purkins, Charles	\$6,958.94	10/1/12

7. Volunteer Employee Aides, with coverage by Workers' Compensation Insurance, effective as noted:

Arastoo, Sara	12/3/12	Mauzey, Aimee	6/28/12
Ashford, Snita	1/8/13	Medrano-Acuna, Zenaida	11/26/12
Berman, Dalia	12/7/12	Nguyen, Linda	12/7/12
Bianchetti, Megan	12/19/12	Nguyen, Therese	12/24/12
Calvillo, Afrodita	12/20/12	Pinto, Byron	11/29/12
Cardenas, Rosa	11/29/12	Reyes, Oscar	10/25/12
Castro Omar	12/14/12	Romero, Maria	11/29/12
Ceja, Oscar	12/13/13	Salomon, Erik	11/29/12
Chen, Shirley	12/13/12	Sanchez, Barbara	11/29/12
Cho, Christine	12/12/12	Sasso, Jessica	1/9/13
Dillon, Robert "Peter"	12/15/12	Seranio, Nicolas	1/9/13
Gordon, Sean	12/6/12	Speakman, Shaila	12/14/12
Ibarra, Barry	11/15/12	Staskowski, Nicole	12/6/12
Johnson, Stephan	11/29/12	Tran, Gerard	12/6/12
Khatiblou, Naz	12/4/12	Tucker, Justen	10/29/12
Kurumada, Steven	12/8/12	VanNest, Elizabeth	12/6/12
Lembke, Phyllis	10/24/12	Veliz, Mary	12/12/12
Liu, Lawrence	12/11/12	Walker, Naomi	12/14/12
Lopshire, Thomas	11/29/12	Williamson, Laura	11/19/12
Magana, Maria Dolores	1/7/13	Young, Angela	12/21/12
Martinez, Ariana	12/4/12		

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8. Extra Service Specialists, employment effective as noted:

Classified:

	<u>Salary</u>	<u>Term</u>	<u>Effective</u>
<u>Anaheim</u> Delasohya, Brandon Wrestling, Frosh/Soph	\$2,596	Season	11/19/12
Gagnano, Lee Basketball, Girls, JV	\$2,596	Season	11/19/12
Tenchka, Scott Basketball, Boys, Head Varsity	\$3,249	Season	11/19/12
<u>Cypress</u> Baker, Kristen Softball, JV	\$1,730.67	Season	2/23/13
Frymire, Brittany Asst. Trainer	\$961	Season	11/19/12
Frymire, Brittany Asst. Trainer	\$961	Season	2/23/13
Lee, Young Dai Tennis, Boys, Asst. Frosh/Soph	\$2,339	Season	2/23/13
Rangel, Jonathan Wrestling, Asst. JV/Varsity	\$1,298	Season	11/19/12
Rivera, Nathaniel Basketball, Girls, Varsity	\$3,249	Season	11/19/12
<u>Katella</u> Brothers, Cassandra Basketball, Girls, Head Varsity	\$3,249	Season	11/19/12
Caires, Rod Basketball, Boys, Sophomore	\$2,596	Season	11/19/12
Estrada, Joseph Wrestling, Head Varsity	\$3,249	Season	11/19/12
Mediran, John Waterpolo, Asst. Frosh/Soph	\$2,339	Season	11/19/12
Paddison, Richard Softball, JV	\$2,596	Season	2/23/13
Price, Diondre Basketball, Girls, JV	\$2,596	Season	11/19/12

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Pulido, Letitia Basketball, Girls, Sophomore	\$2,596	Season	11/19/12
Rojas, John Basketball, Girls, Freshman	\$2,596	Season	11/19/12
Stoll, Matthew Wrestling, JV	\$2,596	Season	11/19/12
<u>Kennedy</u> Datin, Kimberly Waterpolo, Head JV & Varsity	\$2,879	Season	11/19/12
Moctezuma, Anthony Baseball, Asst. Varsity	\$2,339	Season	2/23/13
Urbanos, Daniel Baseball, Asst. Frosh	\$2,339	Season	2/23/13
<u>Loara</u> Heil, Christopher Basketball	\$2,596	Season	11/19/12
Heil, Veronica Basketball, Girls, JV	\$2,596	Season	11/19/12
Jiron, Tera Waterpolo, Girls, Varsity	\$2,339	Season	11/19/12
Jiron, Tera Swimming, Boys/Girls	\$2,339	Season	2/23/13
<u>Magnolia</u> Rios, Daniel Baseball, Boys, Sophomore	\$2,596	Season	2/23/13
<u>Oxford</u> Cipperly, Laura Basketball, Girls, JV	\$2,596	Season	11/19/12
Dandridge, Nancy Speech	\$2,596	Year	8/23/12
Krebs, Kathy Debate	\$2,596	Year	8/23/12
Zamora, Salvador Soccer, Boys	\$1,923	3rd Quarter	1/28/13

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1. **Retirements/Resignations/Terminations, effective as noted:**

Brandman, Jordan M., Board Member, 12/07/12

Jacobson, Lindsey, Instructional Assistant – Specialized Academic Instruction, 12/07/12

Otero, Anthony, Bus Driver, 10/30/12

Panu, Adrian, HVAC Technician, 03/29/13, retirement

Ruiz, Mayra, Instructional Assistant – Bilingual, 12/14/12

Santana, Jesse, Instructional Assistant – Behavior Support, 12/21/12

Simpson, Corinne, Secretary – Attendance, 06/13/13, retirement

2. **Employment and Promotions, effective as noted:** **Range/Step** **Effective**

Aguilar, Jose Guadalupe 55/01 11/26/2012
Sign Language Interpreter, Hope

Aguilar, Peter 53/10 12/10/2012
Maintenance Service Worker, Maintenance
Reinstatement, Increase of Hours

Aleman, Paula 47/01 11/26/2012
Substitute School Community Liaison Bilingual, Various

Arellano, Irene Elizabeth 04/01 12/12/2012
Avid Tutor II College Student, South

Askier, Christopher Cleary 59/05 12/10/2012
Maintenance Carpenter, Maintenance
Reinstatement

Ballard, Steven Sr. 51/01 12/13/2012
Substitute Warehouse Worker Central Warehouse, Various

Barrett, Jimmy 53/10 12/10/2012
Maintenance Service Worker, Maintenance
Reinstatement, Increase of Hours

Brito, Ron L. 53/10 12/10/2012
Equipment Operator, Operations
Reinstatement

Bulandus, Venus 47/01 11/30/2012
Substitute Health Technician I, Various
43/01 11/29/2012
Substitute Office Assistant, Various

Cabrera, Miguel Angel 48/05 11/13/2012
Substitute Custodian, Various

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Castaneda Jr., Rogelio Maintenance Service Worker, Maintenance Reinstatement, Increase of Hours	53/08	12/10/2012
Cortez Martinez, Jesse P. Food Service Assistant I, Anaheim	41/01	01/07/2013
Dodd, Timothy Substitute Instructional Assistant, Various Substitute Instructional Assistant/Severally Handicapped Various	43/01 51/01	11/26/2012 11/26/2012
Dutton, David Maintenance Service Worker, Maintenance Reinstatement, Increase of Hours	53/10	12/10/2012
Featherly, Christopher Warehouse Worker Nutrition Services, District Food Center	51/01	01/07/2013
Felix, Martin R. Maintenance Service Worker, Maintenance Reinstatement, Increase of Hours	53/10	12/10/2012
Flores, Lorenzo Gonzalez Instructional Assistant Bilingual, Brookhurst Reinstatement	47/06	12/17/2012
Galvez Jr., David Custodian, Kennedy Reinstatement	48/06	12/10/2012
Gamboa, Gabriel G. Grounds Maintenance Worker, Operations Reinstatement, Increase of Hours	49/10	12/10/2012
Garibay, Emmanuel Grounds Maintenance Worker, Operations Reinstatement, Increase of Hours	49/10	12/10/2012
Garza, Omar Translator, South	53/01	12/18/2012
Guerrero, Ramon Ureno Custodian, Katella Reinstatement	48/08	12/10/2012
Hays, George Maintenance Service Worker, Maintenance Reinstatement, Increase of Hours	53/10	12/10/2012
Hem, Sophea Substitute Warehouse Worker Central Warehouse, Various	51/01	12/11/2012

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Howard, Stephen E. Maintenance Service Worker, Maintenance Reinstatement, Increase of Hours	53/10	12/10/2012
Ibarra, Jose A. Substitute Warehouse Worker Central Warehouse, Various	51/01	12/10/2012
Jaurequi, Ezequiel Maintenance Service Worker, Maintenance Reinstatement, Increase of Hours	53/10	12/10/2012
Juarez, Jaime Custodian, Walker Reinstatement, Increase of Months	48/08	12/10/2012
Lujan, Celina Relief Bus Driver, Transportation	55/01	11/26/2012
Mc Cashland, Derinda Sue Transportation Operations Specialist, Transportation Reinstatement, Increase of Hours	61/10	12/10/2012
Mendoza, Juan G. Grounds Maintenance Worker, Operations Reinstatement, Increase of Hours	49/10	12/10/2012
Miranda, Mario Custodian, Western Reinstatement	48/07	12/10/2012
Montoya, Fidel Maintenance Service Worker, Maintenance Reinstatement, Increase of Hours	53/10	12/10/2012
Perez, Edwin Relief Bus Driver, Transportation	55/01	11/14/2012
Pino, Joseph Substitute Instructional Assistant, Various	43/06	11/12/2012
Prieto, Adrian Maintenance Service Worker, Maintenance Reinstatement, Increase of Hours	53/10	12/10/2012
Rivero, Gerard G. School Community Liasion – Bilingual , South	47/03	01/07/2013
Rodarte, Arturo Grounds Maintenance Worker, Operations Reinstatement, Increase of Hours	49/10	12/10/2012
Schmidt, Gary C. Pool Maintenance Worker, Maintenance Reinstatement, Increase of Hours	57/10	12/10/2012

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Stenberg, Craig A. Pool Maintenance Worker, Maintenance Reinstatement, Increase of Hours	57/10	12/10/2012
Sturms, Melissa Jane Food Service Site Manager I, Gilbert South Cafeteria	03/01	01/08/2013
Tucker Jr., Stephen R. Grounds Maintenance Worker, Operations Reinstatement	49/10	12/10/2012

3. **Workability, current minimum wage or stipend of \$256 effective as noted:**
(Workability Grant Funds)

	<u>Effective</u>
Acevedo, Oscar E.	12/04/2012
Andrade, Stephanie	01/07/2013
Becerra, Morgan	11/27/2012
Berhan, Hana J.	11/30/2012
Boyd-Love, Edward Malik	01/07/2013
Carrasco, Nathan A.	12/17/2012
Coronado, Victor B.	12/04/2012
Duarte, Jose G.	12/04/2012
Duson, Cristhiam	11/27/2012
Estrada, Carlos	01/14/2013
Flores, Kimberly	01/14/2013
Garcia, Adriana	01/07/2013
Garcia, Stephany	11/30/2012
Guillen, Miriam	11/21/2012
Hernandez, Andrew P.	12/12/2012
Hernandez, Francisco Xavier	01/07/2013
Hernandez, Natalie	12/07/2012
Juan, Viridiana	12/04/2012
Lopez, Elvia Edith	01/07/2013
Lopez, Oliver	12/11/2012
Loredo, Sarina A.	01/07/2013
Luna-Zurita, Pedro	11/28/2012
Marquez, Richard Anthony	12/07/2012
McNeil, Brendan Edward	01/07/2013
Mutia, Matthew R.	11/28/2012
Owens, Courtney A.	01/09/2013
Perez, Abel	11/27/2012
Pettit, Michael A.	01/07/2013
Ramirez, Yvette I.	12/04/2012
Rodriguez, Alexis	11/27/2012
Rodriguez, Jesse	12/11/2012
Rosen, Ethan E.	01/07/2013
Saavedra, Ivan	11/30/2012
Sandoval, Raymond	12/11/2012
Vaca, Victoria Mia	12/04/2012
Villasenor, Alondra	11/30/2012
Winder, Mathew B.	01/07/2013
Zagal, Stephanie	12/17/2012
Zavala, Jackeline	12/04/2012

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4. **Student Worker, \$8.00 hr.:**

Lozano, Emmanuele
Martinez, Carlos Enrique
Peralta, Christiana Noel
Sandoval, Daniel

BOARD OF TRUSTEES
Minutes
Thursday, December 6, 2012

UNADOPTED

1. **CALL TO ORDER–ROLL CALL**

President Anna L. Piercy called the meeting of the Anaheim Union High School District Board of Trustees to order at 3:30 p.m.

Present: Anna L. Piercy, president; Brian O'Neal, clerk; Annemarie Randle-Trejo, assistant clerk; Katherine H. Smith and Jordan Brandman, members; Elizabeth I. Novack, superintendent; Dianne Poore, Russell Lee-Sung, and Paul Sevillano, assistant superintendents; and Jeff Riel, District counsel.

2. **ADOPTION OF AGENDA**

Staff requested the following amendment to the agenda:

Replace Exhibit B, Revised Graduation Requirements Policy

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 3:31 p.m.

5. **STUDENT PRESENTATION**

Hope School Choir Performance

In accordance with tradition, the meeting opened with a performance by students from the Hope School Performance Arts Department under the direction of Julia Hahn, Melissa Saunders, and John Pavasars.

6. **RECONVENE MEETING, PLEDGE OF ALLEGIANCE, AND REPORT OUT**

6.1 **Reconvene Meeting**

The Board of Trustees reconvened into open session at 6:12 p.m.

6.2 **Pledge of Allegiance and Moment of Silence**

Cypress High School Student Ambassador Grace Lee led the Pledge of Allegiance to the Flag of the United States of America and the moment of silence.

6.3 **Closed Session**

Board Clerk Brian O'Neal reported the following actions taken during closed session.

6.3.1 No reportable action taken regarding negotiations.

6.3.2 No reportable action taken regarding personnel.

6.3.3 The Board of Trustees took formal action to dismiss employee HR-2012-13-03.

6.3.4 The Board of Trustees took formal action to approve the administrative appointment of Louie Lemonnier to the position of assistant principal, Hope School.

6.3.5 No reportable action taken regarding litigation.

6.3.6 The Board of Trustees took formal action to approve the expulsion of all students listed on the closed session agenda.

1. 12-23 under Education Code 48900(c), 48915(a)(3), 48915(b)(1)
2. 12-24 under Education Code 48900(a)(1), 48900(k), 48915(b)(1)
3. 12-28 under Education Code 48900(b), 48900(c), 48900(k), 48915(a)(2), 48915(b)(2)
4. 12-31 under Education Code 48900(c), 48915(c)(3), 48915(b)(1)
5. 12-33 under Education Code 48900(a)(1), 48900(g), 48900(k), 48915(b)(1)

7. **INTRODUCTION OF GUESTS**

Introduction

Mrs. Piercy introduced Joanne Fawley, ASTA president, and Sharon Yager, CSEA president.

8. **BOARD OF TRUSTEES' RECOGNITION**

8.1 **ASCPTA Reflections Winners**

The Board of Trustees honored the following students for their outstanding work and as Anaheim Secondary Council-level PTA Reflections award recipients:

- Hannah Cruz, Brookhurst Junior High School–Literature
- Samantha Garania, Katella High School–Visual Arts
- Maya Gutierrez, Lexington Junior High School–Photography
- Aalyah Khamsue, Walker Junior High School–Visual Arts
- Derek Lein, Cypress High School–Film Production
- Sharon Liu, Oxford Academy–Music Composition
- Alejandra Malagon, Savanna High School–Literature
- Ashley Munoz, Loara High School–Photography
- Jake Tribe, Lexington Junior High School–Film Production
- Andrew Winter, Cypress High School–Dance Choreography

Each year, the PTA Reflections program challenges students to create art inspired by a specific theme. This year's theme was "The Magic of a Moment." The students' work will be forwarded to the Fourth District PTA to compete in the Regional PTA Reflections program. ASCPTA Reflections Chairperson Mrs. Danae' Mullen assisted with the presentation.

8.2 **Perfect Attendance Awards**

The Board of Trustees recognized several employees recording perfect attendance. A Red Apple award was presented to each employee of the District with perfect attendance for the 2011-12 year. A Gold Apple award was presented to each employee with three (3) consecutive years of perfect attendance.

9. **REPORTS**

9.1 **Special Youth Services Update**

Dr. Cheryl Lew, Hope School principal, and Mr. Brad Jackson, Special Youth Services director, presented an update regarding 21st Century Learning.

9.2 **Anaheim Secondary Council Parent Teacher Association (ASCPTA) Report**

There was no ASCPTA report.

9.3 **Student Representative's Report**

Student Ambassador Grace Lee, reported on school activities throughout the District.

9.4 **Reports of Associations**

Joanne Fawley, ASTA president, reported on the various student programs throughout the District. She also commented on the passage of Proposition 30. She thanked Mr. Brandman for his service to public education.

Sharon Yager, CSEA president, wished everyone a happy holiday.

Brian Bannon, APGA co-president, thanked everyone for a birthday card he received. Additionally, he reported on the Seal of Biliteracy and his efforts in writing over 100 letters for college admissions.

9.5 **District Update**

Public Information Officer Pat Karlak presented highlights of events throughout the District.

10. **PUBLIC COMMENTS, OPEN SESSION ITEMS**

Linda Lobatos, 200 N. Carlton, Anaheim, thanked Dr. Novack and Dr. Sevillano for their help on resolving the issues of the cheer program at Anaheim High School. She stated her daughter has been a victim of retaliation and requested parents be involved in the hiring process of the new cheer coach.

Kelly Martinez, 200 N. Carlton, Anaheim, student at Anaheim High School, requested the Board allow input from the cheerleaders in the selection of the new cheer coach.

Thomas "Hoagy" Holguin, 2557 E. Seville Avenue, Anaheim, thanked the Board for bringing forward the discussion on the election process for Board members.

Art Montez discussed redistricting for the election of Board members and again requested full disclosure and transparency not only from Board members, but from all staff members.

Jackie Filbeck, thanked the Board for always making her feel welcome. She said she is no longer a community representative for Chris Norby, but will continue to be involved in the community as an Anaheim resident.

11. **ITEMS OF BUSINESS**

EDUCATIONAL SERVICES DIVISION

11.1 **Revised Graduation Requirements Policy, First Reading**

Background Information:

On July 15, 2010, the Board of Trustees approved a revision to Board Policy 71105, Graduation Requirements. The revision included a change in the number of credits required to graduate, from a total of 230 credits to a total of 220 credits, for the graduating classes of 2011 and 2012. Subsequently the Board revised the policy on September 8, 2011, to extend the 220 credits graduation requirement to include the graduating class of 2013. The change was a result of the state's fiscal crisis and the elimination of support mechanisms utilized to help students remediate courses and meet the current threshold.

Current Consideration:

The District is requesting to revise the Board Policy 71105 to indefinitely change the graduation requirements from 230 credits, to 220 credits. The credits affected by this change would be the elective credits. This change would reduce the required total of elective credits for graduation from 60 credits to 50 credits. The District implemented reduced electives practice in 2011 and is requesting to formalize the change with this revision of the Board Policy. This change would still maintain District credit requirements that currently exceed the state requirement.

Budget Implication:

Without this adjustment to the District credit requirements there would be a significant fiscal impact to the District budget.

Action:

On the motion of Mr. O'Neal and duly seconded, following a lengthy discussion, the Board of Trustees approved the revision to Board Policy 71105, Graduation Requirements. The vote follows.

Ayes: Trustees Brandman, Randle-Trejo, O'Neal, and Piercy

Noes: Trustee Smith

11.2 **School-Sponsored Student Organizations Applications, Anaheim, Kennedy, and Loara High Schools**

Background Information:

The Board of Trustees shall give approval for the establishment of all student organizations. The proposed organizations shall not engage in any activities, other than those that are organizational in nature, until the Board of Trustees has approved its application.

Current Consideration:

The following schools have submitted school-sponsored student organization applications:

11.2.1 Atomic Club, Anaheim High School

11.2.2 CHOC and Friends, Kennedy High School

11.2.3 The Saxon Line, Loara High School

11.2.4 Barks of Love, Loara High School

11.2.5 The Art of Gloving, Loara High School

Budget Implication:

Each school sponsored student organization offsets operational costs through donations and fundraising efforts.

Action:

On the motion of Mr. O'Neal, duly seconded and unanimously carried, following discussion, the Board of Trustees approved the school-sponsored organization applications. The student representative to the Board of Trustees cast a preferential vote for the school-sponsored organizations.

HUMAN RESOURCES DIVISION

11.3 **Resolution No. 2012/13-HR-06, Implementation of the Terms and Conditions of Employment Regarding the Classified Bargaining Unit Represented by AFSCME, Local 3112 (Council 36) and Reinstatement of Positions in the Classified Bargaining Unit Represented by AFSCME, Local 3112 (Council 36)**

Background Information:

The District and AFSCME, Local 3112 (Council 36) (AFSCME), have been engaged in negotiations for a successor three (3) year collective bargaining agreement (CBA) to the prior 2008-2011 CBA. Negotiations commenced in July, 2011, and the parties engaged in negotiations for over 21 sessions and 75 hours through July 30, 2012. The Public Employment Relations Board (PERB) determined on August 15, 2012, the existence of impasse in negotiations, and a state mediator was appointed to assist the parties. Mediation was held on September 24, 2012, but no agreement was reached. The parties were certified to Factfinding by the State Mediator on September 26, 2012. In accordance with the Educational Employment Relations Act (EERA), a formal factfinding hearing was held on October 25 and 29, 2012, before the three (3) member factfinding panel. On November 15, 2012, the "Factfinding Panel Report and Recommendations" was issued to the District and AFSCME. The Factfinding Panel Report and Recommendations were made public by the District via the District website on Monday, November 19, 2012. The Board of Trustees considered the Factfinding Report and Recommendations in good faith. Post-Factfinding negotiations were conducted between the District and AFSCME on Monday, November 26, 2012, and Thursday, November 29, 2012.

The above-mentioned Factfinding Panel Report and Recommendations, dated November 15, 2012, took into consideration the District's inability to pay the status quo. Regarding this important consideration, the majority of the Factfinding panel determined that, "The District has presented largely uncontroverted evidence of its precarious financial condition, which is likely to get worse before it gets better. There can be little doubt that the District, based on the evidence presented, has an inability to pay the status quo. Accordingly, the panel finds that the District has the inability to pay the status quo."

The Board of Trustees considered the Factfinding Report and Recommendations in good faith and authorized the District negotiation team to engage in post-factfinding negotiations. These negotiations resulted in a second impasse between the District and AFSCME.

Previously at the Board meeting of May 14, 2012, the District approved a list of classified layoffs of certain employees in the bargaining unit represented by AFSCME, Local 3112

(Council 36). These layoffs were necessary due to the reduction in state funding to the Anaheim Union High School District. The Board took action to reinstate four (4) Athletic Facility Worker I positions on August 16, 2012. On September 20, 2012, the Board found it necessary to take action to layoff four (4) other classified positions in this unit.

Current Consideration:

The proposed Resolution implements "Terms and Conditions of Employment" and reinstates positions previously reduced or eliminated.

Budget Implication:

Employee reinstatements effective for the remainder of the 2012-13 year will impact the budget with an additional estimated expense of \$433,000. The expense will be offset in part from the estimated savings of two (2) furlough days for this bargaining unit, estimated at \$100,000. Additional savings provided in this resolution will occur through other cost containment measures, including modified dispatcher overtime rules and personal necessity days not charged against employee's sick leave. The District will contribute an estimated \$172,000 for health and welfare benefits to this unit for insurance year 2013.

Action:

On the motion of Mr. O'Neal and duly seconded, following discussion, the Board of Trustees took the action listed below, by a roll call vote.

1. Adopted Resolution No. 2012/13-HR-06, for the classified bargaining unit represented by AFSCME, Local 3112 (Council 36).
2. Reinstated 1 of 2 Equipment Operator positions. 1 position remains laid off, 7/1/12.
3. Reinstated 1 of 2 Grounds Maintenance Worker positions. 1 position remains laid off, 7/1/12.
4. Reinstated 1 additional Athletic Facilities Worker I position. 4 positions already restored, 8/16/12; 4 positions remain laid off, 7/1/12.
5. Reinstated 1 Carpenter.
6. Reinstated 1 Heating Venting Air Condition Technician.
7. Reinstated 1 Athletic Facilities Worker II (male) position.
8. Reinstated from layoff to 8 hour positions, effective Monday, December 10, 2012:
 - Auditorium Operations Tech 5 positions return to 8 hours from 4 hours
 - Maintenance Service Worker 11 positions return to 8 hours from 7.5 hours
 - Grounds Maintenance Worker 4 positions return to 8 hours from 7 hours
 - Pool Maintenance Tech 2 positions return to 8 hours from 7 hours
 - Warehouse Worker 1 position returns to 8 hours from 4 hours
 - Transportation Operation Specialist 1 position returns to 8 hours from 7 hours

Pete Schnauffer asked the Board to vote against all aspects of this proposal, with the exception of restoring hours and bringing back employees who were laid off.

The roll call vote follows:

Ayes: Trustees Brandman, Smith, Randle-Trejo, O'Neal, and Piercy

11.4 **Public Hearing, Board of Trustees' Appointment/Reappointment of Personnel Commission Member**

Background Information:

The Personnel Commission of the Anaheim Union High School District is composed of three (3) members that apply the rules and principles of the merit system, pursuant to Education Code requirements. Each commissioner is appointed for a three (3) year term that expires on December 1 of the third year. The commissioners' terms are staggered. According to the Education Code and Personnel Commission rules, the Board of Trustees appoints one (1) of the three (3) commission members. The term of the current Board of Trustees' appointed Personnel Commission Member, Mr. Espiridion (Speed) Castillo, expires on December 1, 2012. Therefore, the Board of Trustees must appoint, or reappoint, a member for the new three (3) year term. The Board of Trustees is required to hold a public hearing to provide members of the public the opportunity to express their views on the intended appointment.

Current Consideration:

At the public Board meeting on November 1, 2012, the Board of Trustees announced its intention to reappoint Mr. Espiridion (Speed) Castillo to the new three (3) year term commencing December 1, 2012. Notice of the public hearing was also posted publicly in the District, five (5) days prior to the public hearing.

Budget Implication:

There is no impact to the budget.

Action:

The Board of Trustees formally opened the public hearing, at 8:12 p.m. to provide the public an opportunity to speak on the intended appointment to the Personnel Commission.

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 8:13 p.m.

11.5 **Board of Trustees' Appointment/Reappointment of Personnel Commission Member**

Background Information:

The Personnel Commission of the Anaheim Union High School District is composed of three (3) members that apply the rules and principles of the merit system pursuant to Education Code requirements. Each commissioner is appointed for a three (3) year term that expires on December 1 of the third year. The Commissioners' terms are staggered. According to the Education Code and Personnel Commission rules, the Board of Trustees appoints one (1) of the three (3) commission members. The term of the current Board of Trustees' appointed Personnel Commission Member, Mr. Espiridion (Speed) Castillo, expires on December 1, 2012. Therefore, the Board of Trustees must appoint, or re-appoint, for the new three (3) year term. At the public Board meeting on November 1, 2012, the Board of Trustees announced its intention to reappoint Mr. Espiridion (Speed) Castillo to the new three (3) year term.

Current Consideration:

The Board of Trustees' conducted a public hearing to provide members of the public the opportunity to express their views on the intended appointment of Mr. Espiridion (Speed) Castillo for the term commencing December 1, 2012, and ending on December 1, 2015.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Mrs. Smith and duly seconded, following discussion, the Board of Trustees reappointed Mr. Espiridion (Speed) Castillo to the Personnel Commission, by the following roll call vote:

Ayes: Trustees Brandman, Smith, Randle-Trejo, O'Neal, and Piercy

SUPERINTENDENT'S OFFICE

11.6 **Resolution No. 2012/13-BOT-03, School Boards Regarding Sequestration**

Background Information:

The Federal Budget Control Act of 2011 required \$900 million in cuts to discretionary programs, including education, over the next ten (10) years. Additionally, the act created a Joint Committee on Deficit Reduction (super-committee) charged with identifying \$1.2 trillion of cuts over a ten (10) year period. If the committee did not identify savings, automatic budget cuts would be implemented (Sequestration) beginning in 2013. In this instance, Sequestration, which is defined as the act of removing, separating, or seizing anything from the possession of its owner under process of law for the benefit of creditors, or the state, would require automatic across-the-board cuts to federal programs not otherwise exempt. At this time, there are no proposed bills that would stop Sequestration from impacting federal education funding. Should Sequestration occur, the potential loss to Anaheim Union High School District is estimated at approximately \$1.8 million in federal money.

Current Consideration:

The National School Boards Association has requested that local school Boards of Education pass resolutions urging congress to stop these across-the-board cuts known as Sequestration. The resolution will urge congress and the administration to amend the Budget Control Act to mitigate the drastic cuts to education that would affect our students and communities, as well as protect education as an investment critical to economic stability and American competitiveness.

Budget Implication:

In the event that Sequestration is imposed, the Anaheim Union High School District will lose approximately \$1.8 million in federal money.

Action:

On the motion of Mr. O'Neal and duly seconded, following discussion, the Board of Trustees adopted Resolution No. 2012/13-B-03, by the following roll call vote:

Ayes: Trustees Brandman, Smith, Randle-Trejo, O'Neal, and Piercy

11.7 **The Election Process for Board of Trustee Members**

Background Information:

In the Anaheim Union High School District there are five (5) Board of Trustee members who are each elected to four (4) year terms. The terms are staggered by two (2) years. Board elections are held during the general election in November of even numbered years. Currently, Board members are elected through an at-large voting system in which all members are elected by the entire jurisdiction. When there are two (2) seats up for election, each voter casts two (2) votes for those running for election. An alternative to an at-large voting system is an election system in which trustee areas are established. For districts that establish trustee areas, Education Code Section 5030 identifies several alternative methods for electing board members, which include the following:

- That each member of the governing board be elected by the registered voters of the entire district.
- That one (1) or more members residing in each trustee area be elected by the registered voters of that particular trustee area.
- Then each governing board member be elected by the registered voters of the entire school district or community college district, but reside in the trustee area, which he or she represents.

Current Consideration:

At the November 1, 2012, Board of Trustees' meeting, two (2) members of the Board requested that an item be placed on the agenda to discuss the method that is currently used to elect members to the Board.

Budget Implication:

None identified at this time.

Action:

The Board of Trustees engaged in a lengthy discussion regarding the benefits of, and alternatives to, the current at-large voting system. The consensus of the Board was to bring this item back for discussion at a future meeting.

11.8 **Preliminary District Budget Update**

Background Information:

At the June 21, 2012, Board of Trustees' meeting, two (2) members of the Board requested that the Board of Trustees engage in a general discussion regarding the District's fiscal environment after the November 2012 election and the feasibility of future restoration efforts.

At that time, The District's budget shortfall (e.g. mid-year cuts) was in question, as the passage of Proposition 30 was still unknown.

On November 6, 2012, California voters approved Proposition 30, which provides the K-16 education community with more than \$8 billion in revenue through temporary increases in sales tax and income tax for individuals earning a minimum of \$250,000. It is important to note that failure of the tax initiative at the ballot box would have triggered a \$16 million reduction in the AUHSD budget beginning in January 2013.

Additionally, because Governor Brown built the state budget on the assumption that Proposition 30 would be approved, it does not provide the District with any new funding this year to address the \$11 million in cuts we have already made.

It should be noted that the District has been through some very rough times, having slashed approximately \$90 million from programs and services and eliminated more than 525 positions since 2008-09.

Current Consideration:

While we certainly "avoided" mid-year cuts with the passage of Proposition 30, the AUHSD still must address a structural, or "built-in," deficit of approximately \$12 million for 2013-14. If that deficit is not resolved with ongoing cuts, there will be a \$15 million deficit going into the 2014-15 year.

The structural deficits exist because state funding has dropped and over the past five (5) years, the District has relied on the use of one-time monies, which are no longer available from sources such as surplus ending balances, Federal Jobs Bill, and American Recovery and Reinvestment Act to reduce cuts and balance the budget. The District must address a long-term budget shortfall through program and services reductions and/or elimination, as well as employee concessions.

Budget Implications:

As stated above, the District will continue to grapple with a budget shortfall, which is anticipated to be \$12 million for the 2013-14 year.

The District's 2012-13 first interim report will be presented at the Board of Trustees' organizational meeting December 13, 2012, which will include discussion of the most recent analysis of the District's long-range budget projection with an update on the 2013-14 year shortfall.

Action:

The Board of Trustees engaged in a lengthy discussion regarding the current status of the District budget and what may be anticipated. It was stated that the passage of Proposition 30 will not bring the District any additional funding.

12. **CONSENT CALENDAR**

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

On the motion of Mr. O'Neal, duly seconded and unanimously carried, following discussion, the Board of Trustees approved/ratified the following Consent Calendar.

BUSINESS SERVICES DIVISION

12.1 **Agreement, North Orange County Regional Occupational Program**

Background Information:

This is a long-standing agreement whereby the District agrees to provide District personnel, as requested by North Orange County Regional Occupational Program (NOCROP), to service programs maintained by NOCROP in the District.

Current Consideration:

The District will provide career guidance specialists to NOCROP to provide guidance functions as determined by the District. NOCROP will provide a statement of performance objectives for each career guidance specialist to the District, as well as to each high school principal. Services are being provided July 1, 2012, through June 30, 2013.

Budget Implication:

NOCROP reimburses the District for 66.6 percent of one (1) counselor's contracted salary and benefits at each high school.

Action:

The Board of Trustees ratified the agreement with North Orange County Regional Occupational Program.

12.2 **Reverse Link Instruction Agreement, North Orange County Regional Occupational Program**

Background Information:

This is a long-standing agreement whereby the North Orange County Regional Occupational Program (NOCROP) agrees to provide appropriately credentialed personnel, as requested by the District, to service instructional programs maintained by the District.

Current Consideration:

NOCROP will provide appropriately credentialed program personnel, as requested by the District, to service instructional programs maintained by the District. Credentialed personnel will provide instruction in compliance with District instructional policies, procedures, curriculum, and class schedules. The instructor will work under the direct supervision of a designated District supervisor for the portion of time assigned for District instruction. Services are being provided July 1, 2012, through June 30, 2013.

Budget Implication:

The cost is not to exceed 20 percent of teacher's contracted salary and benefits. (General Funds)

Action:

The Board of Trustees ratified the agreement with NOCROP for reverse link instruction.

12.3 **Agreement Amendment, Public Economics, Inc.**

Background Information:

The highly technical and complex process of updating and reporting of Redevelopment Area (RDA) pass through entitlements is a specialized service. Public Economics, Inc. has special expertise in these processes. The District benefits from economies of scale by contracting with Public Economics, Inc. for these services because the cost of these services is shared by multiple districts that are often affected by each project area.

Current Consideration:

The District has an interest in continuing consultant services with Public Economics, Inc. for the current fiscal year and beyond. This agreement amendment will extend the effective date of the agreement until June 20, 2014.

Budget Implication:

The cost is not to exceed \$50,000. (Redevelopment Funds, and/or other funds as appropriate)

Action:

The Board of Trustees approved the agreement amendment with Public Economics, Inc.

12.4 **Rejection of Liability Claim**

Action:

The Board of Trustees rejected a liability claim that was filed on November 5, 2012, and it was identified as AUHSD 13-02 (Tort Claim #318). After review, staff determined that the claim was not a proper charge against the District and authorized staff to send the notice of rejection. This claim alleges personal injury.

12.5 **Notices of Completion**

Action:

The Board of Trustees authorized the assistant superintendent of Business Services to accept all listed work as complete and authorized the filing of the notices of completion with the office of the county recorder as listed below.

12.5.1 Bid #2012-15, Magnolia High School	P.O. #G64A0020
Drainage and Landscape Improvements (RDA Funds)	
C.S. Legacy Construction	
Original Contract	\$1,427,100
Contract Changes	\$0
Total Amount Paid	\$0
12.5.2 Bid #2012-18, Western High School	P.O. #G64A0031
Tennis and Basketball Courts Project (RDA Funds & Developer Fees)	
Big Ben, Inc.	
Original Contract	\$1,235,000
Contract Changes	\$0
Total Amount Paid	\$0

Staff is currently negotiating a final close-out change order, which will be brought to the Board of Trustees at a subsequent meeting.

12.6 **Ratification of Change Order**

Bid #2012-15, Magnolia High School	P.O. #G64A0020
Drainage & Landscape Improvements (RDA Funds)	
C.S. Legacy Construction	
Original Contract	\$1,427,100
Change Order #1	\$0
New Contract Value	\$0

Action:

The Board of Trustees ratified the change order as listed.

12.7 **Rejection of Bids**

<u>Bid #</u>	<u>Service</u>	<u>Award</u>
2013-09	Building E and F Lighting and Low Voltage Upgrade Oxford Academy (Maintenance Funds)	Reject all bids

Action:

The Board of Trustees rejected all bids.

12.8 **Donations**

<u>Location</u>	<u>Donated by</u>	<u>Item</u>
Cypress	Roy Kenny	\$216
District	SchoolsFirst Federal Credit Union	\$388

	Thomas "Hoagy" Holguin	\$400 for the District Campus Employee of the Month plaque
Kennedy	Wells Fargo Bank	\$150
Loara	Sam's Club	2,010 cupcakes
	Susan Powanda	\$425 for senior yearbooks
Sycamore	House of Blues	\$2,624 to the band program
	Target	\$66.34
	PTSA	\$1,650

Action:

The Board of Trustees accepted the donations as listed.

12.9 **Declaring Certain Furniture and Equipment as Unusable, Obsolete, and/or Out-of-Date, and Ready for Sale, or Destruction**

Action:

The Board of Trustees approved the list of District furniture and equipment as unusable, obsolete, and/or out-of-date, and ready for sale, or destruction, and authorized proper disposal et. al.

12.10 **Declaring Certain Textbooks and Instructional Materials as Unusable, Obsolete, and/or Out-of-Date, Damaged, and Ready for Sale, or Destruction**

Action:

The Board of Trustees approved the list of District textbooks and instructional materials as unusable, obsolete, and/or out-of-date, damaged, and ready for sale, or destruction, as surplus, and authorized staff to dispose of the textbooks and instructional materials in accordance with Education Code Section 60510 et. al.

12.11 **Purchase Order Detail Report**

Action:

The Board of Trustees ratified the purchase order detail report, October 23, 2012, through November 26, 2012.

12.12 **Check Register/Warrants Report**

Action:

The Board of Trustees ratified the check register/warrants report, October 23, 2012, through November 26, 2012.

EDUCATIONAL SERVICES DIVISION

12.13 **Membership, Learning Ally**

Background Information:

Learning Ally's collection of more than 75,000 digitally-recorded textbooks and literature titles is the largest of its kind in the world. Learning Ally allows students with print disabilities access to the District-wide curriculum.

Current Consideration:

The purpose for renewing the District membership with Learning Ally is to provide unlimited downloads, mainstream listening devices, teacher tools, professional development, integrated text-to-speech, and also free listening options. Some of the students that will need access to Learning Ally would be students who have recently lost their vision and have not yet learned, or mastered, Braille and are unable to use large print material.

Budget Implication:

The price for each student membership is \$79. The District will pay the annual membership fee to Learning Ally, at a cost not to exceed \$395. (Special Education Funds)

Action:

The Board of Trustees approved the annual membership for Learning Ally. The membership will be in effect January 20, 2013, through January 19, 2014.

12.14 **Membership, Orange County Department of Education and Special Education Legal Alliance**

Background Information:

The Special Education Legal Alliance (Alliance) is a collaboration comprised of all school districts in Orange County. The Alliance provides districts professional development, trainings, seminars, outreach, advocacy, and other supports addressing special education issues throughout Orange County. The Alliance supports various legal issues related to special education matters that have significant impact on districts throughout Orange County. To fund the Alliance, each Orange County district provides \$.20 per ADA.

Current Consideration:

The Alliance will continue to provide education, support, advocacy, and assistance to the District on important legal issues related to special education matters. The District significantly benefits from Alliance services.

Budget Implication:

The District will pay the Orange County Department of Education a fee of \$6,210.07 for the 2012-13 year. The fee for the 2011-12 year was \$9,459.51. (Special Education Funds)

Action:

The Board of Trustees approved the payment of membership dues for the Special Education Legal Alliance to the Orange County Department of Education. Services will be provided December 7, 2012, through June 30, 2013.

12.15 **Educational Consulting Agreement, Disciplina Positiva**

Background Information:

Disciplina Positiva is a parent education program designed to promote the development of positive communication between parents and their adolescent children, as well as to facilitate a connection between the family, the community, and the school. During the 2011-12 year, South Junior High School, Western High School, and the Parent Involvement/McKinney-Vento offices at the District Campus piloted the program, which was well received by parent participants. Classes were tailored to the specific needs of the schools and included criteria for effective home discipline, ways to maximize the potential of adolescents, and to understand adolescent behavior. Workshops were taught in Spanish and in English by experienced bilingual facilitators.

Current Consideration:

Disciplina Positiva will provide a comprehensive six (6) session training program for approximately 150 Western High School parents, during the 2012-13 year. The training is

designed to promote the development of positive communication between parents and their adolescent children and to facilitate a connection between the family, the community, and the school. The workshops will be taught in Spanish and English.

Budget Implication:

The costs for these services are not to exceed \$4,000. (Title I Funds)

Action:

The Board of Trustees approved the educational consulting agreement with Disciplina Positiva. Services will be provided January 28, 2013, through March 18, 2013.

12.16 **Partner Stipend and Award Grant Agreement, Orange County United Way (OCUW) Community Tax Day (CTD)**

Background Information:

The Orange County United Way (OCUW) leads the annual Earned Income Tax Credit (EITC) Campaign, which serves low-income working families in Orange County. OCUW works in partnership with the Internal Revenue Service (IRS) and members of the Orange County Financial Stability Alliance (OCFSA). The OCUW Community Tax Day (CTD) Partner Stipend and Award Program is available to qualified CTD partner sites. The District has been a participating member and partner site for the past three (3) years. Students who are enrolled in an Accounting Pathway, and earn at least the intermediate level of IRS Tax Preparation certification, qualify to participate in the Community Tax Days.

Current Consideration:

OCUW will provide the District with a minimum \$2,000 grant stipend, which supports the cost of this activity. If the District is able to serve more than 50 clients, the District may become eligible for an additional EITC Award from OCUW. The award is intended to encourage and compensate CTD Partner sites to serve the greatest number of EITC eligible clients possible. Additional awards may range from \$500 to a maximum of \$8,000 to be awarded to the participating Accounting Pathway programs.

Budget Implication:

The funding will support the 11 Community Tax Days hosted at the District Campus and Cypress High School, at no cost to the District. (OCUW Community Tax Day Award Grant Agreement funding)

Action:

The Board of Trustees approved the award grant agreement. The grant term will be December 10, 2012, through June 15, 2013. Signatures from OCUW will be provided upon Anaheim Union High School District Board approval.

12.17 **Independent Contractor Agreements, Supplemental Educational Services Providers**

Background Information:

Supplemental Educational Services (SES) are a requirement of the No Child Left Behind Act of 2001 (NCLB), for schools in years two (2) through five (5) of Program Improvement (PI). The District is required to contract with SES providers, which are approved by the California Department of Education (CDE).

Current Consideration:

Ball, Brookhurst, Dale, Orangeview, South, and Sycamore junior high schools, as well as Anaheim, Katella, Loara, Magnolia, Savanna, and Western high schools, qualify for SES. Per NCLB regulations, parents of students who qualify for SES select the CDE-approved SES providers.

Budget Implication:

Each participating student is allowed a maximum of \$917.15 in services, or the most current state approved per pupil rate. (Title I Funds)

Action:

The Board of Trustees approved the following independent contractor agreements. Services will be provided December 7, 2012, through May 15, 2013.

12.17.1 **# 1 At-Home Tutors, Inc.**

1 At-Home Tutors, Inc., an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$13,800.

12.17.2 **# 1 Touch Screen Tablet Computer Tutoring**

1 Touch Screen Tablet Computer Tutoring, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$19,300.

12.17.3 **1-on-1 Learning with Laptops**

1-on-1 Learning with Laptops, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$56,900.

12.17.4 **1 to 1 Study Buddy Tutoring**

1 to 1 Study Buddy Tutoring, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$12,000.

12.17.5 **24 Horas de Tutoria**

24 Horas de Tutoria, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$7,400.

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

A to Z In-Home Tutoring, LLC, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$9,200.

12.17.7 **Aavanza (Extreme Learning DBA Aavanza)**

Aavanza (Extreme Learning DBA Aavanza), an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$37,700.

12.17.8 **Able Academics**

Able Academics, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$7,400.

12.17.9 **Advanced Reading Solutions LLC dba UROK Learning Institute**

Advanced Reading Solutions LLC dba UROK Learning Institute, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$6,500.

12.17.10 **Alpha! Innovation through Education**

Alpha! Innovation through Education, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$5,600.

12.17.11 **Alternatives Unlimited, Inc.**

Alternatives Unlimited, Inc., an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$9,200.

12.17.12 **Anaheim Kumon Center**

Anaheim Kumon Center, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$15,600.

12.17.13 **Aprende! Tutoring**

Aprende! Tutoring, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$31,200.

12.17.14 **Brain Hurricane**

Brain Hurricane, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$18,400.

12.17.15 **Datamatics, Inc dba Achieve HighPoints**

Datamatics, Inc dba Achieve HighPoints, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$12,000.

12.17.16 **EduThink**

EduThink, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$10,100.

12.17.17 **Friendly Community Outreach Center (FCOC)**

Friendly Community Outreach Center (FCOC), an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$8,300.

12.17.18 **Future Stars Tutoring Services Center**

Future Stars Tutoring Services Center, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$12,000.

12.17.19 **Healthy Families**

Healthy Families, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$14,700.

12.17.20 **Keep Hope Alive Project**

Keep Hope Alive Project, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$22,100.

12.17.21 **Leading Edge Tutors**

Leading Edge Tutors, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$5,600.

12.17.22 **Learning Partners, Inc., DBA Sylvan Learning-Anaheim Hills**

Learning Partners, Inc., DBA Sylvan Learning-Anaheim Hills, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$7,400.

12.17.23 **Milestones Family Learning Center**

Milestones Family Learning Center, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$22,100.

12.17.24 **Oxford Tutoring, Inc.**

Oxford Tutoring, Inc., an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$19,300.

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

Professional Tutors of America, Inc., an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$18,400.

12.17.26 **Studentnest, Inc.**

Studentnest, Inc., an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$41,300.

12.17.27 **Syntelesys Educational Services, Inc. dba #1 Academia de Servicio de Tutoria**

Syntelesys Educational Services, Inc. dba #1 Academia de Servicio de Tutoria, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$10,100.

12.17.28 **Tutoring USA Inc. dba Club Z!**

Tutoring USA Inc. dba Club Z!, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$43,200.

12.18 **Instructional Materials Submitted for Adoption**

Action:

The Board of Trustees adopted the selected instructional materials. The Instructional Materials Review Committee recommended the selected books for basic and supplemental courses in Career Technical Education (CTE) Pathways, performing arts, reading, language arts, ELD, and electives. The books have been made available for public view.

12.19 **Individual Service Contracts**

Action:

The Board of Trustees approved/ratified the individual service contracts as submitted. (Special Education Funds)

12.20 **Field Trip Report**

Action:

The Board of Trustees approved/ratified the field trip report as submitted.

HUMAN RESOURCES DIVISION

12.21 **Agreement, School Services of California, Inc.**

Background Information:

American Federation of State, County and Municipal Employees (AFSCME) and the District reached an impasse on negotiations for the 2011-2014 collective bargaining agreement. After failing to reach an agreement in mediation, the parties entered into factfinding. As part of this process, a three (3) person factfinding panel was created. The District appointed Mr. Ron Bennett, CEO, School Services of California, Inc., to serve on the panel.

Current Consideration:

Ratify the agreement that provides for services of the factfinding panel member and collective bargaining negotiations. The agreement commenced on October 18, 2012, and terminates on April 30, 2013.

Budget Implication:

Services are billed at an hourly basis ranging from \$95 to \$255 per hour. (General Funds)

Action:

The Board of Trustees ratified the agreement between the Anaheim Union High School District and School Services of California, Inc.

12.22 **Student Teaching Agreement, California State University, Dominguez Hills**

Background Information:

The District has traditionally entered into agreements with university programs to provide opportunities for university students to meet their field work requirements and to gain valuable experience in a professional setting within our District schools. AUHSD has had a student teaching agreement in place with the California State University, Dominguez Hills, since 2003.

Current Consideration:

This agreement is a renewal of the current agreement already in place, which expires on December 31, 2012. University students will meet with school site master teachers to be involved in the student's preparation for student teaching. This agreement provides opportunities for the student teacher to observe, participate, assist, and teach in the master teacher's classroom for one (1) semester. Master teachers will model to the student teacher effective planning, instruction, and management strategies, as well as discuss these strategies with the student teacher. Additionally, professional attire, development, and conduct will be reviewed. This agreement is in effect from January 1, 2013, through June 30, 2015.

Budget Implication:

There is no cost to the District.

Action:

The Board of Trustees approved the student teaching agreement between the Anaheim Union High School District and California State University, Dominguez Hills.

12.23 **Certificated Personnel Report**

Action:

The Board of Trustees approved/ratified the certificated personnel report as submitted.

12.24 **Classified Personnel Report**

Action:

The Board of Trustees approved/ratified the classified personnel report as submitted.

SUPERINTENDENT'S OFFICE

12.25 **Board of Trustees' Meeting Minutes**

12.25.1 November 1, 2012, Regular Meeting

12.25.2 November 16, 2012, Special Meeting

Action:

The Board of Trustees approved the minutes as submitted.

13. **SUPPLEMENTAL**

Enrollment Report, Month 3

14. **SUPERINTENDENT AND STAFF REPORT**

Dr. Novack congratulated Trustees Smith, O'Neal, and Randle-Trejo for their re-election to the Board of Trustees. She thanked the Board for the opportunity for her to attend the CSBA

Conference and also thanked the student ambassadors for their participation in Words Out Loud. Lastly, she wished Trustee Brandman the best in his new endeavor as an Anaheim City Council member.

Dr. Sevillano informed the Board that we had 11 schools that hit their API target and we now have four (4) schools applying for distinguished school status. He noted that applications will be submitted for Cypress and Kennedy high schools, as well as for Lexington and Walker junior high schools. Dr. Sevillano also discussed the accomplishments of the articulation meeting held last week.

Mr. Lee-Sung reported on the Board Members' perfect attendance and stated that Dr. Novack will receive an honorary Perfect Attendance Award. He thanked Trustee Brandman for his service to the District.

Mrs. Poore spoke about the Red Apple Awards and congratulated Trustees on their re-election.

Mr. Riel wished Trustee Brandman the best in his new position as an Anaheim City Council member.

15. **BOARD OF TRUSTEES' REPORT**

Mr. Brandman said it has been an honor to serve the District and thanked everyone for their support.

Mrs. Smith said she enjoyed the E-Ticket Facilities Tour and Words Out Loud.

Mrs. Randle-Trejo said she attended the Band Spectacular, Oxford Academy choir show, student ambassador dinner, 34th Annual Buena Park Mayor's Prayer breakfast, Hope basketball game and Homecoming dance, E-Ticket Facilities Tour, CTA dinner, Senator Lou Correa's Parent Forum, CSBA Annual Conference, and Words Out Loud. She wished Trustee Brandman good luck and best wishes in his new position as an Anaheim City Council member.

Mr. O'Neal said he attended the Band Spectacular, Budget Meeting, student ambassador dinner, Hope basketball game and Homecoming dance, E-Ticket Facilities Tour, CTA dinner, ROP board meeting, and Words Out Loud. He said it has been a pleasure working with Mr. Brandman and wished him well.

Mrs. Piercy noted her attendance at the Band Spectacular, Veterans Day celebration, student ambassador dinner, Buena Park Mayor's Prayer Breakfast, Hope Homecoming dance, E-Ticket Facilities Tour, Insurance Committee workshop, Bring Back the Splash meeting, and Words Out Loud.

16. **ADVANCE PLANNING**

16.1 **Future Meeting Date**

The Board of Trustees will hold the annual organizational meeting on Thursday, December 13, 2012, at 6:00 p.m.

16.2 **Suggested Agenda Items**

There were no suggested agenda items.

17. **ADJOURNMENT**

On the motion of Mr. O'Neal, duly seconded and unanimously carried, the Board of Trustees adjourned the meeting at 9:47 p.m. in honor of Jordan Brandman. Additionally, Mrs. Piercy closed the meeting in memory of Laurie Brown and Richard Barrington.

Approved _____
Clerk, Board of Trustees

ANAHEIM UNION HIGH SCHOOL DISTRICT

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

BOARD OF TRUSTEES
Minutes
Thursday, December 13, 2012

UNADOPTED**1. CALL TO ORDER–ROLL CALL**

President Anna L. Piercy called the meeting of the Anaheim Union High School District Board of Trustees to order at 3:30 p.m.

Present: Anna L. Piercy, president; Brian O’Neal, clerk; Annemarie Randle-Trejo, assistant clerk; Katherine H. Smith, member; Elizabeth I. Novack, superintendent; Dianne Poore, and Paul Sevillano, assistant superintendents; and Jeff Riel, District counsel.

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 3:32 p.m.

Russell Lee-Sung, assistant superintendent, entered the meeting at 3:58 p.m.

5. RECONVENE MEETING, PLEDGE OF ALLEGIANCE, AND REPORT OUT**5.1 Reconvene Meeting**

The Board of Trustees reconvened into open session at 6:00 p.m.

5.2 Pledge of Allegiance

Cypress High School Student Ambassador Daisy Resendiz led the Pledge of Allegiance to the Flag of the United States of America and the moment of silence.

5.3 Closed Session

Board Clerk Brian O’Neal reported the following actions taken during closed session.

5.3.1 No reportable action taken regarding negotiations.

5.3.2 No reportable action taken regarding personnel.

5.3.3 Pursuant to Government Code section 54956.9 (a), the Board of Trustees unanimously voted to approve the settlement agreement in OAH Case No. 2012090490 resolving all outstanding issues by changing student’s non-public school placement and reimbursing petitioner \$6,000 in unilaterally obtained educationally-related fees and costs.

6. **INTRODUCTION OF GUESTS**

Introductions

Mrs. Piercy introduced Joanne Fawley, ASTA president; Sharon Yager, CSEA president; Jordan Brandman, Anaheim City Council member; and Steve Hwangbo, Mayor of La Palma.

7. **REPORTS**

Reports of Associations

Joanne Fawley, ASTA president, congratulated the Board members who won re-election and she wished everyone a Merry Christmas and a Happy New Year.

Sharon Yager, CSEA president, also wished everyone a Merry Christmas and a Happy New Year. She discussed the vacant Board position and said CSEA requests that the Board appoint the next highest vote getter from the recent election to the vacant Board position.

8. **PUBLIC COMMENTS, OPEN SESSION ITEMS**

There were no requests to speak.

9. **OATH OF OFFICE**

La Palma Mayor Steve Hwangbo administered the Oath of Office to re-elected Trustee Brian O'Neal.

Mr. O'Neal thanked his wife, ASTA members, voters, Board members, and staff for their support.

The Oath of Office was administered to re-elected Trustee Katherine H. Smith by her granddaughter, Eva Smith. Mrs. Smith thanked the people of the District for their continuing support.

Senator Lou Correa administered the Oath of Office to newly elected Trustee Annemarie Randle-Trejo. Mrs. Randle-Trejo thanked everyone for their contributions to her election. She thanked her family and the Board members for their support, and she thanked Senator Lou Correa for administering the oath to her.

Board President Anna L. Piercy called a recess at 6:20 p.m. and reconvened the meeting at 6:37 p.m.

10. **ELECTION OF OFFICERS**

The Board of Trustees held a brief discussion on the election process prior to the nomination and selection of Trustees for the listed positions.

On the motion of Mr. O'Neal, duly seconded and unanimously carried, items 10.1 through 10.3 were opened for discussion and nominations.

10.1 **President of the Board of Trustees**

Mrs. Randle-Trejo nominated Mr. O'Neal for president.

Action:

The Board of Trustees nominated and selected Mr. O'Neal, for the position of president of the Board of Trustees.

The roll call vote follows.

Ayes: Trustees Smith, Randle-Trejo, O'Neal, and Piercy

Mrs. Piercy handed the gavel over to Mr. O'Neal, who conducted the remainder of the meeting.

10.2 **Clerk of the Board of Trustees**

Mrs. Piercy nominated Mrs. Randle-Trejo for clerk of the Board of Trustees.

Action:

On the motion of Mr. O'Neal, duly seconded and unanimously carried, the Board of Trustees nominated and selected Mrs. Randle-Trejo for the position of clerk of the Board of Trustees.

The roll call vote follows.

Ayes: Trustees Smith, Randle-Trejo, Piercy, and O'Neal

10.3 **Assistant Clerk of the Board of Trustees**

Mrs. Randle-Trejo nominated Mrs. Piercy for assistant clerk of the Board of Trustees.

Action:

On the motion of Mr. O'Neal, duly seconded and unanimously carried, the Board of Trustees nominated and selected Mrs. Piercy for the position of assistant clerk of the Board of Trustees.

The roll call vote follows.

Ayes: Trustees Smith, Randle-Trejo, Piercy, and O'Neal

11. **APPOINTMENTS TO THE BOARD OF TRUSTEES**

11.1 **Secretary**

Action:

On the motion of Mrs. Piercy, duly seconded and unanimously carried, the Board of Trustees re-appointed Superintendent Elizabeth I. Novack, Ph.D., as the secretary of the Board of Trustees.

11.2 **Assistant Secretary**

Action:

On the motion of Mrs. Piercy, duly seconded and unanimously carried, the Board of Trustees re-appointed Assistant Superintendent, Business Services, Dianne Poore, as the assistant secretary of the Board of Trustees.

11.3 **Parliamentarian**

Action:

On the motion of Mrs. Piercy, duly seconded and unanimously carried, the Board of Trustees re-appointed District Counsel Jeff Riel as the parliamentarian of the Board of Trustees.

11.4 **Chief Negotiator**

Action:

On the motion of Mrs. Piercy, duly seconded and unanimously carried, the Board of Trustees re-appointed Assistant Superintendent, Human Resources, Russell Lee-Sung as the chief negotiator of the Board of Trustees.

12. **BOARD OF TRUSTEES' APPOINTMENTS TO COMMITTEES**

Action:

On the motion of Mrs. Piercy, duly seconded and unanimously carried, following discussion, the Board of Trustees reviewed the various committees and reached a consensus on which Trustees would represent the District on the various committees.

13. **ESTABLISH DAY AND HOUR FOR REGULAR SCHOOL BOARD MEETINGS**

Action:

On the motion of Mrs. Smith, duly seconded and unanimously carried, the Board of Trustees reviewed the dates provided and established the schedule for the 2013 regular and special school Board of Trustees' meetings.

Mrs. Smith stated she cannot attend the March 28 Board meeting. The 2013 meeting calendar was adopted as presented.

14. **ROBERT'S RULES OF ORDER NEWLY REVISED, 11th EDITION**

Action:

On the motion of Ms. Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees adopted *Robert's Rules of Order Newly Revised, 11th Edition* for conducting the business of the District.

15. **ITEMS OF BUSINESS**

BUSINESS SERVICES DIVISION

15.1 **Resolution No. 2012/13-B-08, Adjustments to Income and Expenditures, General Funds, Resolution No. 2012/13-B-09, Adjustments to Income and Expenditures, Various Funds, and the 2012-13 First Interim Report**

Background Information:

Education Code Section 42131 (a) (1) states that pursuant to the reports required by Section 42130, the governing board of each school district shall certify, in writing, within 45 days after the close of the period being reported, whether the school district is able to meet its financial obligations for the remainder of the fiscal year and, based on current forecasts, for the subsequent fiscal year. These certifications shall be based upon the board's assessment, on the basis of standards and criteria for fiscal stability adopted by the State Board of Education pursuant to Section 33127, of the district budget, as revised to reflect current information regarding the adopted State Budget, district property tax revenues pursuant to Sections 95 to 100, inclusive, of the Revenue and Taxation Code, and ending balances for the preceding fiscal year as reported pursuant to Section 42100. The certifications shall be classified as positive, qualified, or negative, as prescribed by the Superintendent of Public Instruction for the purposes of determining subsequent actions by the Superintendent of Public Instruction, the Controller, or the county superintendent of schools, pursuant to subdivisions (b) and (c). These certifications shall be based upon the financial and budgetary reports required by Section 42130 but may include additional financial information known by the governing board to exist at the time of each certification.

For purposes of this subdivision, a negative certification shall be assigned to any school district that, based upon current projections, will be unable to meet its financial obligations for the remainder of the fiscal year or the subsequent fiscal year. A qualified certification shall be assigned to any school district that, based upon current projections, may not meet its financial obligations for the current fiscal year, or two (2) subsequent fiscal years. A positive certification shall be assigned to any school district that, based upon current projections, will meet its financial obligations for the current fiscal year and subsequent two (2) fiscal years.

Current Considerations:

In certifying the 2012-13 First Interim Report as positive, the Board of Trustees understands its fiduciary responsibility to maintain fiscal solvency for the current and subsequent two (2) fiscal years. Due to the depletion of one-time revenue in 2012-13 and the volatility of California's economic recovery and uncertainty with education funding, the District will implement in 2013-14 approximately \$14 million in ongoing budget reductions and an additional \$6 million in reductions in 2014-15 to maintain a positive certification. It is further recognized that the District will submit a detailed list of Board approved ongoing budget reductions, revisions, and/or fund transfers, with the 2012-13 Second Interim Report.

Budget Implication:

As part of the interim reporting process, budget adjustments are made to income, expenditures, and fund balances. Resolution No. 2012/13-B-08, Adjustments to Income and Expenditures, General Funds, and Resolution No. 2012/13-B-09, Adjustments to Income and Expenditures, Various Funds, authorizes budget adjustments per Education Code Sections 42602 and 42610.

Action:

On the motion of Ms. Randle-Trejo and duly seconded, following discussion, the Board of Trustees took the action listed below:

The roll call vote follows:

Ayes: Trustees Smith, Randle-Trejo, Piercy, and O'Neal

1. The Board of Trustees adopted Resolution No. 2012/13-B-08 and Resolution No. 2012/13-B-09.
2. The Board of Trustees approved the positive certification of the First Interim Report that the District will meet its financial obligations.

15.2 **Resolution No. 2012/13-B-07, Fund Balance Budget Adjustments**

Background Information:

When the 2012-13 budget was developed the beginning fund balance was an estimated amount. This is because the 2011-12 fiscal year was not over, and the actual fund balance was not known. The ending fund balance for 2011-12 becomes the beginning fund balance for 2012-13. After the 2011-12 fiscal year is closed and the actual ending fund balance is known, then the 2012-13 beginning fund balance must be adjusted to match the 2011-12 actual ending fund balance amount. This resolution makes that adjustment.

Current Consideration:

This resolution makes adjustments to the 2012-13 budgets for the difference between the estimated 2012-13 beginning fund balances and the 2011-12 unaudited actual ending fund balances. This resolution affects all funds requiring an adjustment.

Budget Implication:

Budget impact varies depending on the fund and is shown within the resolution.

Action:

On the motion of Mrs. Piercy and duly seconded, the Board of Trustees adopted Resolution No. 2012/13-B-07.

The roll call vote follows:

Ayes: Trustees Smith, Randle-Trejo, Piercy, and O'Neal

15.3 **Resolution No. 2011/12-B-06, Accounting of Developer Fees Report for 2011-12**

Background Information:

Government Code Sections 66001(d) and 66006(b) require the District to make an annual accounting of the developer fees available to the public, and be reviewed by the Board of Trustees. These fees are recorded in the Capital Facilities Fund and are received from new residential and commercial/industrial development to mitigate the impact of new development on school facilities of the District. The District is required to provide the following information for the prior fiscal year:

1. Amounts collected
2. Amounts of interest earned
3. Amount spent on projects to accommodate additional enrollment from new residential and commercial/industrial projects

Pursuant to statutory requirements, the District made the report available to the public not less than 15 days prior to the District's Board meeting. It is available in the Accounting Department.

Current Consideration:

The attached financial report is for the 2011-12 fiscal year Developer Fee activity that is to be made public and be approved by the Board of Trustees.

Budget Implication:

There are no budget implications to this resolution. This is a reporting of the developer fee financial information only.

Action:

On the motion of Mrs. Smith and duly seconded, the Board of Trustees adopted Resolution No. 2012/13-B-06.

The roll call vote follows:

Ayes: Trustees Smith, Randle-Trejo, Piercy, and O'Neal

SUPERINTENDENT'S OFFICE

15.4 **CSBA Delegate Assembly Nominations**

Background Information:

CSBA's Delegate Assembly is a vital link in the association's governance structure. Working with local districts, county offices, the Board of Directors and Executive Committee,

Delegates ensure that the association reflects the interests of school districts and county offices of education throughout the state.

Current Consideration:

The Board of Trustees is requested to consider nominations for representatives to the California School Boards Association (CSBA) Delegate Assembly. Due to the size of the Anaheim Union High School District, one (1) of its Board members is selected annually, at the organizational meeting in December, to serve on the CSBA Delegate Assembly.

This item is to consider nominating an additional Board member, or members, from the District, and/or from another district within Region 15, to run for election to the CSBA Delegate Assembly. The term of office is April 1, 2013, through March 31, 2015. The Board may nominate as many individuals as it chooses, but must submit a letter of nomination, or a nomination form for each. In addition, all nominees must submit a required biographical sketch and nomination form. Nominations must be postmarked by Monday, January 7, 2013.

Budget Implication:

There is no impact to the budget.

Action:

It was the consensus of the Board that this was a duplicate item (as on the assignment to committees); therefore, no action was taken.

15.5 **Procedure for Filling Vacant Board Position**

Background Information:

On November 6, 2012, Trustee Jordan Brandman was elected as a member of the Anaheim City Council. As anticipated Trustee Brandman will be sworn in to the city council on Tuesday, December 11, 2012, and as a result Trustee Brandman has resigned as Trustee of the Anaheim Union High School District. Trustee Brandman's resignation has created a vacancy on the Board of Trustees. The term Trustee Brandman was elected to does not expire until December 2014. The Board of Trustees will need to fill the vacancy created by Trustee Brandman's resignation.

Current Consideration:

Pursuant to Education Code Section 5091 and Board Policy 10221, the Board of Trustees is required to fill any vacancy by making a provisional appointment, or calling for a special election. The Board of Trustees must complete this process within 60 days of the vacancy. If the Board of Trustees does not make a provisional appointment, or order an election within 60 days, the county superintendent of schools will call for an election to fill the vacancy. Board Policies 10111 and 10221 and Education Code Section 5091(a) outline other procedural information on the filling of a Board vacancy.

Budget Implication:

A provisional appointment to fill the vacancy has no budget impact. A special election to fill the vacancy will require the District to fund the cost of a special election.

Action:

On the motion of Mrs. Piercy, duly seconded and unanimously carried, following discussion, it was the consensus of the Board to fill the vacant seat with a provisional appointment.

16. **CONSENT CALENDAR**

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

On the motion of Mrs. Piercy, duly seconded and unanimously carried, following discussion, the Board of Trustees approved/ratified the following Consent Calendar.

BUSINESS SERVICES DIVISION

16.1 **Agreement, American Municipal Tax-Exempt Compliance Corporation (AMTEC)**

Background Information:

Internal Revenue Regulations require arbitrage rebate computations to be completed no later than five years from the date of a bond issuance, and every five years thereafter. An arbitrage computation is also required to be done after a bond refunding is done.

Current Consideration:

The District just completed a GO Bond refunding in October. This arbitrage study will bring the District current with all GO Bond arbitrage requirements. The Board of Trustees is requested to approve the agreement with American Municipal Tax-Exempt Compliance Corporation (AMTEC).

Budget Implication:

The cost of the computation is \$7,500. (Special Reserve for Capital Outlay Fund)

Action:

The Board of Trustees approved the agreement with AMTEC.

SUPERINTENDENT'S OFFICE

16.2 **Institutional Membership**

Anaheim Chamber of Commerce, December 1, 2012, through November 30, 2013, \$200. President and CEO Todd Ament has approved a reduction for the past three (3) years. This is the last year of the reduced rate. (General Funds)

Action:

The Board of Trustees ratified the membership with the Anaheim Chamber of Commerce.

17. **SUPERINTENDENT AND STAFF REPORT**

Dr. Novack congratulated the Board members on their newly elected positions. She thanked Mrs. Dominguez for taking the minutes. She also reminded everyone that AUHSD does not have a community service requirement, yet she noted the various schools and the District Campus staff who are actively participating in food and toy drives for needy families in the community. Dr. Novack wished everyone a safe and happy holiday.

Dr. Sevillano wished everyone a restful and fantastic holiday.

Russell Lee-Sung also wished everyone a happy holiday.

18. **BOARD OF TRUSTEES' REPORT**

Mrs. Smith commended everyone who is participating in the food and gift drives. She wished everyone a happy holiday.

Ms. Randle-Trejo noted her attendance at the Health and Welfare Fair at Ball Junior High School, swearing in ceremony at the Anaheim City School District, and the Anaheim City Council meeting where Jordan Brandman took his Oath of Office.

Mrs. Piercy reported on her attendance at the GASELPA meeting and wished everyone a happy holiday.

Mr. O'Neal commented on the Anaheim City Council swearing in ceremony for Jordan Brandman, as well as the celebration of life for Lexington Junior High School teacher Richard Barrington.

19. **ADVANCE PLANNING**

19.1 **Future Meeting Date**

The next regular meeting of the Board of Trustees will be held on Thursday, January 24, 2013, at 6:00 p.m.

19.2 **Suggested Agenda Items**

There were no requested agenda items.

20. **ADJOURNMENT**

On the motion of Mrs. Piercy, duly seconded and unanimously carried, the Board of Trustees adjourned the meeting at 7:44 p.m.

Approved _____
Clerk, Board of Trustees

ANAHEIM UNION HIGH SCHOOL DISTRICT

CAFETERIA FUND

FINANCIAL STATEMENTS

OCTOBER 2012

Balance Sheet
Anaheim School Dist/Food Services
10/31/2012

Asset	Assets	
CASH		
9120	Cash-Checking	\$6,018,818.10
9122	Change Fund	\$14,430.00
9123	Petty Cash	\$50.00
Total CASH		\$6,033,298.10
RECEIVABLE		
9210	A/R - Current	\$115,741.50
9280	A/R - State	\$324,473.50
9290	A/R - Federal	\$3,861,773.68
Total RECEIVABLE		\$4,301,988.68
INVENTORIES		
9321	Warehouse Food	\$43,273.52
9322	Warehouse Commodity	\$8,651.55
9323	Warehouse Supplies	\$29,664.39
9326	School Food	\$42,754.54
9327	School Commodity	\$12,427.73
9328	School Supplies	\$12,133.11
Total INVENTORIES		\$148,904.84
Total Asset		<u><u>\$10,484,191.62</u></u>
Liability	Liabilities and Fund Balance	
LIABILITIES		
9510	A/P - Current	\$2,199,785.22
9530	A/P - Accrued. Vacation	\$24,858.00
9580	Sales Tax Liability	\$3,444.47
9599	Purchases Clearing	
9650	Deferred Revenue	\$53,438.06
9780	Reserve/Central Kitchen	\$5,000,000.00
Total LIABILITIES		\$7,281,525.75
Total Liability		<u><u>\$7,281,525.75</u></u>
Fund Balance		
FUND BALANCE		
9798	Fund Balance	\$3,343,521.28
Total FUND BALANCE		\$3,343,521.28
Total Fund Balance		<u><u>\$3,343,521.28</u></u>
Current Year Profit (Loss)		<u><u>(\$140,855.42)</u></u>
Total Liabilities and Fund Balance		<u><u>\$10,484,191.61</u></u>

Accounting Period equals 4 - 2013

Statement of Revenues and Expenses

Anaheim School Dist/Food Services

Revenue	Period ending 10/31/2012				Period Ending 10/31/2011			
	Monthly	%	YTD	%	Monthly	%	YTD	%
Local Revenue								
8620	\$2,737.50	0.10 %	\$7,312.50	0.12 %	\$2,350.50	0.09 %	\$6,558.00	0.11 %
Elementary - Breakfast								
8621	\$30,140.00	1.10 %	\$80,320.00	1.32 %	\$29,170.00	1.14 %	\$75,610.00	1.29 %
Elementary - Lunch								
8632	\$7,553.00	0.28 %	\$13,856.50	0.23 %	\$7,831.25	0.31 %	\$14,773.50	0.25 %
High School - Breakfast								
8633	\$70,345.50	2.57 %	\$158,694.00	2.62 %	\$123,163.25	4.81 %	\$282,647.75	4.83 %
High School - Lunch								
8634	\$0.00	0.00 %	\$0.00	0.00 %	(\$256.55)	-0.01 %	(\$769.55)	-0.01 %
Meal Sales								
8635	\$247,029.11	9.02 %	\$561,838.16	9.26 %	\$191,237.12	7.47 %	\$448,425.44	7.66 %
A La Carte Sales								
8636	\$37.18	0.00 %	\$74.38	0.00 %	\$0.00	0.00 %	\$0.00	0.00 %
Adult Rev. - Breakfast								
8637	\$6,235.30	0.23 %	\$13,287.64	0.22 %	\$4,139.68	0.16 %	\$9,032.78	0.15 %
Adult Rev. - Lunch								
Local Revenue	\$364,077.59	13.30 %	\$835,383.18	13.77 %	\$357,635.25	13.98 %	\$836,277.92	14.29 %
Federal Reimbursements								
8200	\$435,584.50	15.91 %	\$928,425.26	15.31 %	\$402,085.59	15.71 %	\$894,694.92	15.29 %
Fed. Meal Rev.-Breakfast								
8220	\$1,644,855.15	60.07 %	\$3,656,642.03	60.29 %	\$1,527,379.22	59.69 %	\$3,487,003.26	59.60 %
Fed. Meal Rev.-Lunch								
8290	\$52,829.40	1.93 %	\$117,667.68	1.94 %	\$45,207.84	1.77 %	\$102,570.36	1.75 %
Misc Fed Rev.-Snack								
Federal Reimbursements	\$2,133,269.05	77.90 %	\$4,702,734.97	77.53 %	\$1,974,672.65	77.17 %	\$4,484,268.54	76.64 %
State Reimbursements								
8500	\$52,563.23	1.92 %	\$111,903.77	1.84 %	\$49,899.36	1.95 %	\$110,908.73	1.90 %
St. Meal Rev.-Breakfast								
8520	\$127,067.67	4.64 %	\$282,095.88	4.65 %	\$121,458.58	4.75 %	\$276,908.52	4.73 %
St. Meal Rev.-Lunch								
State Reimbursements	\$179,630.90	6.56 %	\$393,999.65	6.50 %	\$171,357.94	6.70 %	\$387,817.25	6.63 %
Other Revenue								
8638	(\$509.36)	-0.02 %	(\$1,310.79)	-0.02 %	\$26.78	0.00 %	\$1,213.58	0.02 %
Cash Over & Short								
8689	\$49,658.75	1.81 %	\$91,365.50	1.51 %	\$50,365.25	1.97 %	\$121,508.50	2.08 %
Misc Fees/Contract								
8699	\$12,303.03	0.45 %	\$43,347.93	0.71 %	\$4,941.43	0.19 %	\$19,815.66	0.34 %
Spec Activity/Cater								
Other Revenue	\$61,452.42	2.24 %	\$133,402.64	2.20 %	\$55,333.46	2.16 %	\$142,537.74	2.44 %
Total Revenue	\$2,738,429.96	100.00 %	\$6,065,520.44	100.00 %	\$2,558,999.30	100.00 %	\$5,850,901.45	100.00 %
Expense								
Food Purchases & Govmnt								
4700	\$1,025,616.07	37.45 %	\$2,402,639.17	39.61 %	\$934,109.90	36.50 %	\$2,343,563.54	40.05 %
Food Purchases								
Food Purchases & Govmnt	\$1,025,616.07	37.45 %	\$2,402,639.17	39.61 %	\$934,109.90	36.50 %	\$2,343,563.54	40.05 %
Supplies								
1300	\$11,782.77	0.43 %	\$59,342.73	0.98 %	\$49,311.23	1.93 %	\$109,729.21	1.88 %
Materials & Supplies								
1790	\$69,605.76	2.54 %	\$171,708.29	2.83 %	\$43,610.50	1.70 %	\$113,910.46	1.95 %
Supplies (Food)								

Statement of Revenues and Expenses

Anaheim School Dist/Food Services

Expense	Period ending 10/31/2012				Period Ending 10/31/2011			
	Monthly	%	YTD	%	Monthly	%	YTD	%
Supplies								
Supplies	\$81,388.53	2.97 %	\$231,051.02	3.81 %	\$92,921.73	3.63 %	\$223,639.67	3.82 %
Salaries								
2200 Classified Salaries	\$656,879.91	23.99 %	\$1,581,569.70	26.07 %	\$702,471.18	27.45 %	\$1,576,242.25	26.94 %
2300 Class.Sup/Admin Salaries	\$35,129.60	1.28 %	\$146,604.26	2.42 %	\$36,695.83	1.43 %	\$148,763.32	2.54 %
2400 Clerical/Office Salaries	\$29,739.77	1.09 %	\$111,988.29	1.85 %	\$40,768.77	1.59 %	\$121,843.24	2.08 %
2550 Food Service Vacation Pay	\$12,429.00	0.45 %	\$24,858.00	0.41 %	\$12,429.00	0.49 %	\$24,858.00	0.42 %
Salaries	\$734,178.28	26.81 %	\$1,865,020.25	30.75 %	\$792,364.78	30.96 %	\$1,871,706.81	31.99 %
Benefits								
3202 PERS, Classified Position	\$64,267.08	2.35 %	\$171,505.32	2.83 %	\$57,854.25	2.26 %	\$139,459.31	2.38 %
3302 OASD/MED/Classified Position	\$55,350.12	2.02 %	\$140,900.20	2.32 %	\$58,993.48	2.31 %	\$158,947.85	2.72 %
3402 Hlth/Welfare, Classified	\$158,540.18	5.79 %	\$624,285.03	10.29 %	\$150,941.61	5.90 %	\$598,729.25	10.23 %
3502 SUI, Classified Position	\$7,965.46	0.29 %	\$20,261.59	0.33 %	\$12,432.35	0.49 %	\$29,732.09	0.51 %
3602 Workers Comp, Classified	\$13,279.06	0.48 %	\$32,428.83	0.53 %	\$13,253.08	0.52 %	\$31,655.72	0.54 %
3802 PERS Reduc, Classified	\$8,730.38	0.32 %	\$22,908.21	0.38 %	\$12,052.48	0.47 %	\$30,828.12	0.53 %
Benefits	\$308,132.28	11.25 %	\$1,012,289.18	16.69 %	\$305,527.25	11.94 %	\$989,352.34	16.91 %
Other Expenses								
5200 Travel & Conference	\$7,434.19	0.27 %	\$9,406.11	0.16 %	\$1,180.14	0.05 %	\$1,773.41	0.03 %
5500 Operation & Housekeeping	\$11,177.00	0.41 %	\$47,941.00	0.79 %	\$8,448.92	0.33 %	\$19,592.10	0.33 %
5600 Rental/Lease/Repair	\$32,014.71	1.17 %	\$264,280.32	4.36 %	\$39,316.94	1.54 %	\$127,134.72	2.17 %
5650 Bank Fees	\$20.00	0.00 %	\$80.00	0.00 %	\$78.47	0.00 %	\$128.47	0.00 %
5800 Prof. Consult Service	\$0.00	0.00 %	\$21,494.22	0.35 %	\$0.00	0.00 %	\$29,229.74	0.50 %
5900 Fax, Pager, Postage	\$0.00	0.00 %	\$8,614.82	0.14 %	\$5,136.17	0.20 %	\$31,589.06	0.54 %
6200 Bldg & Imp of Bldg	\$0.00	0.00 %	\$138,849.56	2.29 %	\$0.00	0.00 %	\$59,215.00	1.01 %
6400 Equipment less \$500	\$15,271.27	0.56 %	\$19,050.08	0.31 %	\$1,656.00	0.06 %	\$30,756.90	0.53 %
Other Expenses	\$65,917.17	2.41 %	\$509,716.11	8.40 %	\$55,816.64	2.18 %	\$299,419.40	5.12 %
Capital Outlay								
5500 Equipment-RPmore\$500	\$19,045.99	0.70 %	\$185,660.13	3.06 %	\$81,992.62	3.20 %	\$146,085.66	2.50 %
Capital Outlay	\$19,045.99	0.70 %	\$185,660.13	3.06 %	\$81,992.62	3.20 %	\$146,085.66	2.50 %
Total Expense	\$2,234,278.32	81.59 %	\$6,206,375.86	102.32 %	\$2,262,732.92	88.42 %	\$5,873,767.42	100.39 %
Net Profit (Loss)	\$504,151.64	18.41 %	(\$140,855.42)	-2.32 %	\$296,266.38	11.58 %	(\$22,865.97)	-0.39 %

ANAHEIM UNION HIGH SCHOOL DISTRICT

CAFETERIA FUND

FINANCIAL STATEMENTS

NOVEMBER 2012

Balance Sheet
Anaheim School Dist/Food Services
11/30/2012

Asset	Assets	
CASH		
9120	Cash-Checking	\$6,007,766.24
9122	Change Fund	\$14,430.00
9123	Petty Cash	\$50.00
Total CASH		\$6,022,246.24
RECEIVABLE		
9210	A/R - Current	\$101,922.00
9280	A/R - State	\$311,936.75
9290	A/R - Federal	\$3,702,378.90
Total RECEIVABLE		\$4,116,237.65
INVENTORIES		
9321	Warehouse Food	\$48,474.03
9322	Warehouse Commodity	\$11,142.61
9323	Warehouse Supplies	\$30,668.44
9326	School Food	\$44,230.40
9327	School Commodity	\$11,740.18
9328	School Supplies	\$13,025.59
Total INVENTORIES		\$159,281.25
Total Asset		\$10,297,765.14
Liability	Liabilities and Fund Balance	
LIABILITIES		
9510	A/P - Current	\$1,955,069.50
9530	A/P - Accrued. Vacation	\$37,287.00
9580	Sales Tax Liability	\$4,796.03
9599	Purchases Clearing	\$0.00
9650	Deferred Revenue	\$52,557.40
9780	Reserve/Central Kitchen	\$5,000,000.00
Total LIABILITIES		\$7,049,709.93
Total Liability		\$7,049,709.93
Fund Balance		
FUND BALANCE		
9798	Fund Balance	\$3,343,521.28
Total FUND BALANCE		\$3,343,521.28
Total Fund Balance		\$3,343,521.28
Current Year Profit (Loss)		(\$95,466.07)
Total Liabilities and Fund Balance		\$10,297,765.14

Accounting Period equals 5 - 2013

Statement of Revenues and Expenses

Anaheim School Dist/Food Services

1/3/2013 10:45:43 AM

	Period ending 11/30/2012				Period Ending 11/30/2011			
	Monthly	%	YTD	%	Monthly	%	YTD	%
Revenue								
Local Revenue								
8620 Elementary - Breakfast	\$1,680.00	0.08 %	\$8,992.50	0.11 %	\$1,444.50	0.07 %	\$8,002.50	0.10 %
8621 Elementary - Lunch	\$21,327.50	1.07 %	\$101,647.50	1.26 %	\$20,455.00	1.04 %	\$96,065.00	1.23 %
8632 High School - Breakfast	\$5,635.00	0.28 %	\$19,491.50	0.24 %	\$6,226.50	0.32 %	\$21,000.00	0.27 %
8633 High School - Lunch	\$48,943.00	2.44 %	\$207,637.00	2.57 %	\$97,359.75	4.95 %	\$380,007.50	4.86 %
8634 Meal Sales	\$0.00	0.00 %	\$0.00	0.00 %	(\$101.00)	-0.01 %	(\$870.55)	-0.01 %
8635 A La Carte Sales	\$170,300.73	8.50 %	\$732,138.89	9.07 %	\$151,230.15	7.70 %	\$599,655.59	7.67 %
8636 Adult Rev. - Breakfast	\$27.88	0.00 %	\$102.26	0.00 %	\$0.00	0.00 %	\$0.00	0.00 %
8637 Adult Rev. - Lunch	\$4,597.83	0.23 %	\$17,885.47	0.22 %	\$3,802.04	0.19 %	\$12,834.82	0.16 %
Local Revenue	\$252,511.94	12.61 %	\$1,087,895.12	13.48 %	\$280,416.94	14.27 %	\$1,116,694.86	14.29 %
Federal Reimbursements								
8200 Fed. Meal Rev.-Breakfast	\$322,229.99	16.09 %	\$1,250,655.25	15.50 %	\$305,347.62	15.54 %	\$1,200,042.54	15.35 %
8220 Fed. Meal Rev.-Lunch	\$1,207,517.55	60.30 %	\$4,864,159.58	60.29 %	\$1,175,529.06	59.82 %	\$4,662,532.32	59.65 %
8290 Misc Fed Rev.-Snack	\$39,337.74	1.96 %	\$157,005.42	1.95 %	\$31,784.72	1.62 %	\$134,355.08	1.72 %
Federal Reimbursements	\$1,569,085.28	78.36 %	\$6,271,820.25	77.74 %	\$1,512,661.40	76.98 %	\$5,996,929.94	76.73 %
State Reimbursements								
8500 St. Meal Rev.-Breakfast	\$38,935.33	1.94 %	\$150,839.10	1.87 %	\$37,925.87	1.93 %	\$148,834.60	1.90 %
8520 St. Meal Rev.-Lunch	\$93,369.13	4.66 %	\$375,465.01	4.65 %	\$93,561.46	4.76 %	\$370,469.98	4.74 %
State Reimbursements	\$132,304.46	6.61 %	\$526,304.11	6.52 %	\$131,487.33	6.69 %	\$519,304.58	6.64 %
Other Revenue								
8638 Cash Over & Short	(\$959.12)	-0.05 %	(\$2,269.91)	-0.03 %	(\$36.11)	0.00 %	\$1,177.47	0.02 %
8689 Misc Fees/Contract	\$34,450.75	1.72 %	\$125,816.25	1.56 %	\$38,482.75	1.96 %	\$159,991.25	2.05 %
8699 Spec Activity/Cater	\$15,112.92	0.75 %	\$58,460.85	0.72 %	\$2,067.49	0.11 %	\$21,883.15	0.28 %
Other Revenue	\$48,604.55	2.43 %	\$182,007.19	2.26 %	\$40,514.13	2.06 %	\$183,051.87	2.34 %
Total Revenue	\$2,002,506.23	100.00 %	\$8,068,026.67	100.00 %	\$1,965,079.80	100.00 %	\$7,815,981.25	100.00 %
Expense								
Food Purchases & Govnmt								
4700 Food Purchases	\$732,419.52	36.58 %	\$3,135,058.69	38.86 %	\$742,203.32	37.77 %	\$3,085,766.86	39.48 %
Food Purchases & Govnmt	\$732,419.52	36.58 %	\$3,135,058.69	38.86 %	\$742,203.32	37.77 %	\$3,085,766.86	39.48 %
Supplies								
4300 Materials & Supplies	\$27,495.23	1.37 %	\$86,837.96	1.08 %	\$16,398.53	0.83 %	\$126,127.74	1.61 %
4790 Supplies (Food)	\$42,880.01	2.14 %	\$214,588.30	2.66 %	\$55,203.16	2.81 %	\$169,113.62	2.16 %

Statement of Revenues and Expenses

Anaheim School Dist/Food Services

Expense	Period ending 11/30/2012				Period Ending 11/30/2011			
	Monthly	%	YTD	%	Monthly	%	YTD	%
Supplies	\$70,375.24	3.51 %	\$301,426.26	3.74 %	\$71,601.69	3.64 %	\$295,241.36	3.78 %
Salaries								
2200 Classified Salaries	\$651,765.18	32.55 %	\$2,233,334.88	27.68 %	\$646,895.73	32.92 %	\$2,223,137.98	28.44 %
2300 Class.Sup/Admin Salaries	\$37,339.04	1.86 %	\$183,943.30	2.28 %	\$36,695.83	1.87 %	\$185,459.15	2.37 %
2400 Clerical/Office Salaries	\$28,747.38	1.44 %	\$140,735.67	1.74 %	\$18,707.21	0.95 %	\$140,550.45	1.80 %
2550 Food Service Vacation Pay	\$12,429.00	0.62 %	\$37,287.00	0.46 %	\$12,429.00	0.63 %	\$37,287.00	0.48 %
Salaries	\$730,280.60	36.47 %	\$2,595,300.85	32.17 %	\$714,727.77	36.37 %	\$2,586,434.58	33.09 %
Benefits								
3202 PERS, Classified Position	\$63,520.46	3.17 %	\$235,025.78	2.91 %	\$58,983.84	3.00 %	\$198,443.15	2.54 %
3302 OASD/MED/Classified Position	\$54,142.66	2.70 %	\$195,042.86	2.42 %	\$52,924.18	2.69 %	\$211,872.03	2.71 %
3402 Hlth/Welfare, Classified	\$159,317.36	7.96 %	\$783,602.39	9.71 %	\$145,284.08	7.39 %	\$744,013.33	9.52 %
3502 SUI, Classified Position	\$7,977.96	0.40 %	\$28,239.55	0.35 %	\$11,306.40	0.58 %	\$41,038.49	0.53 %
3602 Workers Comp, Classified	\$13,198.87	0.66 %	\$45,627.70	0.57 %	\$12,022.45	0.61 %	\$43,678.17	0.56 %
3802 PERS Reduc, Classified	\$8,625.56	0.43 %	\$31,533.77	0.39 %	\$10,923.74	0.56 %	\$41,751.86	0.53 %
Benefits	\$306,782.87	15.32 %	\$1,319,072.05	16.35 %	\$291,444.69	14.83 %	\$1,280,797.03	16.39 %
Other Expenses								
5200 Travel & Conference	\$1,667.95	0.08 %	\$11,074.06	0.14 %	\$10,042.70	0.51 %	\$11,816.11	0.15 %
5500 Operation & Housekeeping	\$8,500.00	0.42 %	\$56,441.00	0.70 %	\$7,835.00	0.40 %	\$27,427.10	0.35 %
5600 Rental/Lease/Repair	\$30,581.68	1.53 %	\$294,862.00	3.65 %	\$16,308.32	0.83 %	\$143,443.04	1.84 %
5650 Bank Fees	\$171.75	0.01 %	\$251.75	0.00 %	\$141.74	0.01 %	\$270.21	0.00 %
5800 Prof. Consult Service	\$813.04	0.04 %	\$22,307.26	0.28 %	\$1,413.00	0.07 %	\$30,642.74	0.39 %
5900 Fax, Pager, Postage	\$6,124.73	0.31 %	\$14,739.55	0.18 %	\$0.00	0.00 %	\$31,589.06	0.40 %
6200 Bldg & Imp of Bldg	\$7,500.00	0.37 %	\$146,349.56	1.81 %	\$0.00	0.00 %	\$59,215.00	0.76 %
6400 Equipment less \$5000	\$58,444.14	2.92 %	\$77,494.22	0.96 %	\$1,064.57	0.05 %	\$31,821.47	0.41 %
Other Expenses	\$113,803.29	5.68 %	\$623,519.40	7.73 %	\$36,805.33	1.87 %	\$336,224.73	4.30 %
Capital Outlay								
6500 Equipment-RPmore\$5000	\$3,455.37	0.17 %	\$189,115.50	2.34 %	\$4,633.16	0.24 %	\$150,718.82	1.93 %
Capital Outlay	\$3,455.37	0.17 %	\$189,115.50	2.34 %	\$4,633.16	0.24 %	\$150,718.82	1.93 %
Total Expense	\$1,957,116.89	97.73 %	\$8,163,492.75	101.18 %	\$1,861,415.96	94.72 %	\$7,735,183.38	98.97 %
Net Profit (Loss)	\$45,389.34	2.27 %	(\$95,466.07)	-1.18 %	\$103,663.84	5.28 %	\$80,797.87	1.03 %

ANAHEIM UNION HIGH SCHOOL DISTRICT
Business Division
2012/13 MONTHLY ENROLLMENT REPORT

MONTH 4
11/26/12 - 12/21/12

SCHOOL	REGULAR DAY						Subtotal	Hosp/Hm	Sp Ed	TOTAL STUDENTS
	9th	10th	11th	12th						
Anaheim	828	792	773	672			3,065	1	92	3,158
Cypress	676	680	635	579			2,570	2	80	2,652
Katella	657	713	656	532			2,558	2	107	2,667
Kennedy	539	631	511	548			2,229	-	66	2,295
Loara	608	660	614	594			2,476	3	135	2,614
Magnolia	427	425	488	357			1,697	3	106	1,806
Oxford	208	193	176	153			730	-	-	730
Savanna	573	549	510	421			2,053	-	75	2,128
Western	540	516	546	481			2,083	-	87	2,170
Total Comprehensive	5,056	5,159	4,909	4,337			19,461	11	748	20,220
Anaheim Independent Learning Center	-	1	14	110			125	-	-	125
Gilbert	-	18	197	434			649	-	73	722
Polaris High School	12	27	47	106			192	-	-	192
Community Day School	33	15	13	5			66	-	-	66
Special Education Transition Program	-	-	-	-			-	-	85	85
Total Alternative Ed	45	61	271	655			1,032	-	158	1,190
Hope	-	-	-	-			-	-	221	221
Total Senior High Schools	5,101	5,220	5,180	4,992			20,493	11	1,127	21,631

SCHOOL	REGULAR DAY				Subtotal	Hosp/Hm	Sp Ed	TOTAL STUDENTS
	7th	8th						
Ball	524	556	1,080	1	1,080	57	1,138	
Brookhurst	609	533	1,142	-	1,142	36	1,178	
Dale	600	584	1,184	-	1,184	53	1,237	
Lexington	609	622	1,231	-	1,231	21	1,252	
Orangeview	453	484	937	1	937	28	966	
Oxford	209	208	417	-	417	-	417	
South	795	742	1,537	1	1,537	49	1,587	
Sycamore	754	688	1,442	-	1,442	44	1,486	
Walker	548	545	1,093	-	1,093	39	1,132	
Total Comprehensive	5,101	4,962	10,063	3	10,063	327	10,393	
Polaris High School	1	8	9	-	9	-	9	
Community Day School	6	13	19	-	19	-	19	
Total Alternative Ed	7	21	28	-	28	-	28	
Total Junior High Schools	5,108	4,983	10,091	3	10,091	327	10,421	

DISTRICT TOTAL 32,052