

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

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

NOTICE OF SPECIAL MEETING

Date: August 5, 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
Al Jabbar, 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 8th day of August 2013

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

Closed Session—4:30 p.m.

Special Meeting—5:30 p.m.

CLOSED SESSION

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

To consider matters pursuant to Government Code Section 54957: Public employee
discipline/dismissal/release.

To consider matters pursuant to Government Code Section 54957: Public employee administrative appointment–assistant principals, junior high.

To consider matters pursuant to Government Code Section 54957: Public employee administrative appointment–assistant principal, senior high.

To consider matters pursuant to Government Code Section 54957: Public employee administrative appointment–director, curriculum and instruction.

To consider matters pursuant to Government Code Section 54957: Public employee administrative appointment–program administrator I (Community Day School).

CONSENT CALENDAR

Agreement, Parker and Covert, LLP

Background Information:

Parker and Covert, LLP, provides specific legal consultation and services, which are not provided by attorneys at the Orange County Department of education. Attorneys at Parker and Covert, LLP, specialize in legal issues related to school districts and are experts in analyzing and interpreting California Education Code.

Current Consideration:

The agreement provides services from August 9, 2013, through September 30, 2013, to provide services in engineering matters.

Budget Implication:

The cost of this agreement is not to exceed \$9,000. (General Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the agreement between Parker and Covert, LLP and the District.

Ratification of Contract Agreement for Speech and Language Services, Pacific Coast Speech Services, Inc.

Background Information:

The Board of Trustees approved agreements with Pacific Coast Speech Services, Inc. on July 12, 2012, and April 19, 2013, to provide mandated services to students with special needs during the 2012-13 school year, at a cost not to exceed \$125,706. Speech-language pathologists provide some of these services. When a speech-language pathologist takes a leave of absence, or if there is a sudden need to fill a vacancy, we must fill that position on a temporary basis with a qualified individual. Due to the specific qualifications needed to fill this type of position, and for only a limited time, it is increasingly difficult to find a qualified individual to perform these services. Agreements with staffing agencies provide qualified individuals when there is a sudden need to fill a vacancy.

Current Consideration:

During the second semester of the 2012-13 year, there was a sudden need to increase services due to unexpected changes in staffing. In order fill vacancies by employees who extended leaves of absence and resigned, staff ascertained that an increase to the amount of the agreements by an additional \$7,277.50 was needed, for a total amount not to exceed \$132,983.50.

Budget Implication:

Increase the amount of the agreements by an additional \$7,277.50. (General Funds)

Staff Recommendation:

It is recommended that the Board of Trustees ratify the agreement amendments between Pacific Coast Speech Services, Inc. and the District to reflect an increase of \$7,277.50, for a total amount not to exceed \$132,983.50.

Certificated Personnel Report

Staff Recommendation:

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

Classified Personnel Report

Staff Recommendation:

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



Elizabeth I. Novack, Ph.D.
Superintendent

BOARD OF TRUSTEES
Special Meeting Agenda
Thursday, August 8, 2013
Closed Session–4:30 p.m.
Regular Meeting–5:30 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 (5) 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: Public employee discipline/dismissal/release.
- 4.2 To consider matters pursuant to Government Code Section 54957: Public employee administrative appointment–assistant principals, junior high.
- 4.3 To consider matters pursuant to Government Code Section 54957: Public employee administrative appointment–assistant principal, senior high.
- 4.4 To consider matters pursuant to Government Code Section 54957: Public employee administrative appointment–director, curriculum and instruction.
- 4.5 To consider matters pursuant to Government Code Section 54957: Public employee administrative appointment–program administrator I (Community Day School).

5. **RECONVENE MEETING, PLEDGE OF ALLEGIANCE, AND CLOSED SESSION 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**

Board of Trustees' Clerk Mrs. Annemarie Randle-Trejo 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 Report**

The assistant clerk of the Board of Trustees, Mrs. Anna Piercy, will report actions taken during closed session.

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

Board of Trustees' Clerk Mrs. Annemarie Randle-Trejo will introduce dignitaries in attendance.

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

Reports of Associations

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

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

Opportunities for public comments occur at the beginning of each agenda item and at this time for items not on the agenda. Persons wishing to address the Board of Trustees should complete a speaker request form, available on the information table, at the back of the room, and submit it to the executive assistant prior to the meeting. Each speaker is limited to a maximum of five (5) minutes; each topic or item is limited to a total of 20 minutes. Board Members cannot immediately respond to public comments, as stated on the speaker request form.

9. **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

9.1 Agreement, Parker and Covert, LLP

Background Information:

Parker and Covert, LLP, provides specific legal consultation and services, which are not provided by attorneys at the Orange County Department of education. Attorneys at Parker and Covert, LLP, specialize in legal issues related to school districts and are experts in analyzing and interpreting California Education Code.

Current Consideration:

The agreement provides services from August 9, 2013, through September 30, 2013, to provide services in engineering matters.

Budget Implication:

The cost of this agreement is not to exceed \$9,000. (General Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the agreement between Parker and Covert, LLP and the District. **[EXHIBIT A]**

HUMAN RESOURCES DIVISION

9.2 Ratification of Contract Agreement for Speech and Language Services, Pacific Coast Speech Services, Inc.

Background Information:

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Budget Implication:

Increase the amount of the agreements by an additional \$7,277.50. (General Funds)

Staff Recommendation:

It is recommended that the Board of Trustees ratify the agreement amendments between Pacific Coast Speech Services, Inc. and the District to reflect an increase of \$7,277.50, for a total amount not to exceed \$132,983.50.

9.3 **Certificated Personnel Report**

Staff Recommendation:

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

9.4 **Classified Personnel Report**

Staff Recommendation:

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

10. **ADVANCE PLANNING**

INFORMATION ITEM

10.1 **Future Meeting Dates**

The next regular meeting of the Board of Trustees will be held Thursday, August 22, 2013, at 6:00 p.m.

Tuesday, September 3
Thursday, September 19
Thursday, October 10

Thursday, November 7
Thursday, December 12

10.2 **Suggested Agenda Items**

11. **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, August 6, 2013.

CONSULTING AGREEMENT

THIS AGREEMENT is made and entered into this 9th day of August, 2013, by and between Parker & Covert LLP, hereinafter referred to as "Consultant", and the Anaheim Union High School District, hereinafter referred to as "District", and collectively referred to as the "Parties".

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

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:**

To provide a consultant to assist the District in engineering matters, as scheduled by the Superintendent or her designee.

2. The Consultant will commence providing services under this AGREEMENT from August 9, 2013 through September 30, 2013, unless extended by the mutual written agreement of the Parties. The Consultant will 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.

3. The District will prepare and furnish to the Consultant upon request such information as is reasonably necessary to the performance of the Consultant to the AGREEMENT.

4. The District shall pay the Consultant a total amount not to exceed Nine Thousand Dollars (\$9,000.00). Consultant shall submit an invoice to the DISTRICT 30 days in advance of each payment due date.
5. The District may at any time for any reason terminate this AGREEMENT and compensate Consultant only for services rendered to the date of termination. 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 days after the day of mailing whichever is sooner.
6. Consultant agrees to and shall hold harmless and indemnify the 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 or expense sustained by the Consultant or any person, firm or corporation employed by the Consultant upon or in connection with the Consultant's negligent performance of services called for in this agreement except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.

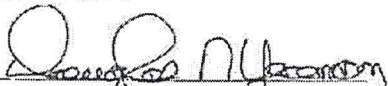
(b) Any injury to or death of persons or damage to property, sustained by any persons, firm, or corporation, including the District, arising out of, or in any way connected with the Consultant's negligent performance of services covered by this AGREEMENT, whether said injury or damage occurs either on 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.

The Consultant, at Consultant's expense, cost, and risk, shall defend any and all actions, suits, or other proceeding 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 that may be rendered against the District, its officers, agents, or employees in any action, suit, or other proceedings as a result thereof.

7. This AGREEMENT is not assignable without written consent of the Parties hereto.
8. Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances including worker's compensation.
9. Consultant, if an employee of another public agency, certifies that Consultant 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.

IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed.

CONSULTANT

By: 
Douglas N. Yeoman

Title: Partner

Address: Parker & Covert LLP
17862 East 17th Street, Suite 204
Tustin, CA 92780-2164

Date: August 2, 2013

Federal Tax ID #
or Social Security #: 95-3530915

DISTRICT

By: _____

Title: _____

Address: 501 Crescent Way
Anaheim, CA 92803-3520

Date: _____

Human Resources Division, Certificated Personnel

Board of Trustees
August 8, 2013

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- B. OCAPICA Portfolio Scoring Stipend, for the following individuals, to setup Orange County Asian and Pacific Islander Community Alliance (OCAPICA) portfolios on July 8 and/or July 29, 2013, to be paid in the amount of \$250 per day, for a total not to exceed the amounts noted below: (OCAPICA Funds)

Pappas, Kalli	\$250
Turner, Robin	\$500

- C. CUE Rock Star Camp Stipend, for the following individual(s), to attend professional development workshop for the purpose of advancing student achievement through technology in the classroom, July 24-26, 2013, to be paid in the amount of \$115 per day, not to exceed \$345: (Title II)

Anderson, Leslie

- 5. 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>
Toscano, Richard	\$6,062.62	6/1/13

- 6. 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>
Rebbenack, Mark	3 10	4 10	8/22/13
Reiter, Michael	3 9	4 9	8/22/13

- 7. Volunteer Employee Aides, with coverage by Workers' Compensation Insurance, effective as noted:**

Caldwell, Kathleen A.	7/8/13	Palacios-Lopez, Felipe D.	7/2/13
Davidson, Jeremy D.	7/10/13	Ramos, Paula L.	7/18/13
Kim, Shirley J.	6/27/13	Romero, Briana M.	7/16/13
Myers, Kellisa C.	7/16/13	Weicks, Joshua	7/16/13
Nakahara, Michael S.	7/10/13		

Human Resources Division, Classified Personnel

Board of Trustees
August 8, 2013

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1. Retirements/Resignations/Terminations, effective as noted:

Fox, Inez, Food Services Assistant III – Bilingual, 06/11/2013

Melendez, Patrice, Instructional Assistant – Adult Transition, 07/26/2013, Resignation

Perez, Mario, Instructional Assistant – Behavior Support, 07/26/2013, Resignation

2. Employment and Promotions, effective as noted:

	<u>Range/Step</u>	<u>Effective</u>
Arrizon, Virginia Senior Administrative Assistant	59/06	07/01/2013
Briggs, Shawn ASB Extra Service Specialist	03/01	07/12/2013
Figueroa, Graciela Office Assistant - Bilingual	47/10	08/14/2013
Jaurequi, Ezequiel HVAC-EMCS Technician	61/05	07/02/2013
Perry, Vincent ASB Extra Service Specialist	03/01	07/12/2013
Turner, Michelle Credentials Technician	57/01	08/12/2013

3. Summer Employment, Extended School Year, effective as noted:

	<u>Location</u>	<u>Effective</u>
<u>Secretary – Registrar/Records</u> Fernandez, Leticia	Loara	07/01/2013
<u>Instructional Assistant – Disabled, Hard of Hearing / Visually Impaired</u> Franco, Jesse Montoya, Maria	Loara/Hope	07/01/2013
<u>Instructional Assistant – Adult Transition</u> Alcala, Robert Alvarado, Claudia Bagaybagayan, Tomas Barbosa, Susana Campos, Ahuixol Cyrus, Laurence	Loara/Hope	07/01/2013

Human Resources Division, Classified Personnel

Board of Trustees
August 8, 2013

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Instructional Assistant – Adult Transition Loara/Hope 07/01/2013

Gertz, Cheryl	Pagenkopp, Terri	Trujillo, Jose
Gilday, Kam	Sandoval, Vanessa	Turner, Vicki
Hamabata, Gale	Skiles, Diana	Viles, Charles
Melendez, Patrice	Smith, Robin	

Instructional Assistant – Behavioral Support Loara/Hope 07/01/2013

Alvarado, Robert	Carrera, Maryanne	Gonzalez-Vazquez, Christian
Anderson, Lynda	Davis III, Marvin	Greco, Stefanie
Archibeque, Paul	Farias, Jessica	Hernandez, Amber
Arechiga, Dagoberto	Figueroa, Marlon	Higgins, Dorothea
Armenta, Christine	Fish, Jason	Hordyk, Mark
Armijo, Charles	Flenory Jr, Reginald	Hoss, Craig
Arroyo Jr, Andres	Frazier, Craig	Jamerson, Sharon
Ascencio, Laura	Fuller, Pamela	Jones, Justin
Bush, Dwayne	Garcia, Jennie	La, Jerry
Cadwallader, Patrick	Garcia, Renee	Langley, Yvette
Carrasco Jr, Efren		

Instructional Assistant – Behavioral Support Loara/Hope 07/01/2013

Le, Thuan	Paine, Belinda	Swartz, Jessica
Leeman, Brenda	Parker, Andrya	Tannar, Stacy
Lindsey, Melissa	Peralta, Lance	Tejeda, Louie
Lopez, Maritza	Perez, Mario	Uresti, Erica
Ly, Lisa	Perez, Rosalva	Valladares, Juliana
Maguire, Eric	Porras Jr, Carlos	Villicana, Jesica
Manchanda, Sakshi	Resurreccion, Grace	Vosseler, Elizabeth
Mc Kee, Sheryl	Richardson, Shalawn	Wallace, Julia
Morales, Amber	Rios, Sergio	Warrior, Catherine
Nakayama, Ryan	Rodriguez, Shannon	Wheat, Daniel
Nash, Kenny	Rosado, Alberto	Whitmore, Shannon
Neri, Auria	Salgado, Yesenia	Wray Jr, John
Ondrejik, Tia	Santos, Maricruz	Zaragoza-Lopez, Jose
Ontiveros, Anabel	Serrao, Vincent	

Instructional Assistant – Medically Fragile/Orthopedically Impaired Loara/Hope 07/01/2013

Bagaybagayan, Joseph	Gonzalez, Rocio	Loch, Kelly
David, Diosdado	Harris, Ryutaro	Ramirez, Doraluz
David, Glen	Jusi, Rolando	Smith, Alexis
Gonzales, A	Lindsay, Danielle	Williams, Ann

Instructional Assistant – Specialized Academic Instruction Loara/Hope 07/01/2013

Zavala, Susan
Garcia, Erika

Instructional Assistant – Specialized Academic Instruction – Bilingual Loara/Hope 07/01/2013

Diaz, Michelle

