

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

**NOTICE OF REGULAR MEETING**

Date: September 17, 2014

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  
Unidos, 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

Tuesday, the 23<sup>rd</sup> day of September 2014

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

**Closed Session—3:00 p.m.**

**Regular Meeting—6:00 p.m.**

  
\_\_\_\_\_  
Michael B. Matsuda  
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**

**Tuesday, September 23, 2014**

**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 paragraph (2) of subdivision (d) of Government Code Section 54956.9: Conference with legal counsel, anticipated litigation, one matter.
- 4.2 To consider matters pursuant to Government Code Section 54597: Public employee performance evaluation, superintendent.
- 4.3 To consider matters pursuant to Government Code Section 54956.9 (a): Conference with legal counsel, existing litigation (Case No. 30-2012-00570626).
- 4.4 To consider matters pursuant to Government Code Section 54957.6: Conference with labor negotiators Mr. Matsuda, Mrs. Poore, Mr. Lee-Sung, and Mr. Colón 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).
- 4.5 To consider matters pursuant to Government Code Section 54957: Public employee discipline/dismissal/release.

- 4.6 To consider matters pursuant to Government Code Section 54956.9 (a): Conference with legal counsel, existing litigation (OAH Case No. 2014071033).
- 4.7 To consider matters pursuant to Government Code Section 54956.8: Conference with property negotiators Attorney Mr. Doug Yeoman, Mr. Matsuda, Mrs. Poore, Mr. Lee-Sung, Mr. Colón, and Mr. Riel regarding property located between Ohio Street and Illinois Street, on the north side of Lincoln Avenue, Anaheim, California.
- 4.8 To consider matters pursuant to Government Code Section 54956.9: Conference with legal counsel, existing litigation (NKS Mechanical Contracting, Inc. v. Anaheim Union High School District and Does 1 through 100, Case No. 30-2013-00694471-CU-BC-CJC).

**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 President Brian O’Neal will lead the Pledge of Allegiance to the Flag of the United States of America and provide a moment of silence.

**5.3 Closed Session Report**

Board Clerk Annemarie Randle-Trejo will report actions taken during closed session.

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

The Board of Trustees would like to recognize our community stakeholders for your interest in the Anaheim Union High School District and for attending our Board meeting. Thank you so much to each of you for your participation and contribution as we create an education environment that graduates socially aware, civic-minded students who are college and career ready for the 21<sup>st</sup> century.

In addition, Board of Trustees’ President Brian O’Neal will introduce dignitaries in attendance and new administrators.

Agnes Asiedu-Kumi, Ed.D.	Assistant Principal, South Junior High School
Shanna Egans, Ed.D.	Program Administrator I, Attendance
Amber Hardy-Soto	Assistant Principal, Lexington Junior High School
Stephanie Henry, Ed.D.	Coordinator, Assessment and Evaluation
Jeff Howe	Assistant Principal, Orangeview Junior High School
Mike Pooley	Assistant Principal, Brookhurst Junior High School
Israel Rubio	Assistant Principal, Dale Junior High School
Art Valeriano	Assistant Principal, Ball Junior High School

**7. BOARD OF TRUSTEES’ PRESENTATIONS **INFORMATION ITEM****

**7.1 Introduction of the 2014-15 Student Representative to the Board of Trustees**

Background Information:

The position of student representative to the Board of Trustees was created along with the Student Ambassador Program 17 years ago. The student representative to the Board of

Trustees represents the 32,000 students of the AUHSD and reports on student activities at each school site at all regular Board meetings.

Current Consideration:

The District is seeking to expand the position of the student representative to the Board of Trustees to include:

- Leading monthly leadership meetings with student ambassadors at a District site.
- Creating reports from student ambassador findings to present to District leadership and to the Board of Trustees at regular Board meetings for greater awareness of activities, student achievement, etc.

Budget Implication:

The budget will be impacted for cost of the student uniform and name badge, for a total cost not to exceed \$150. (General Funds)

Staff Recommendation:

The Board of Trustees is requested to welcome and confirm Julian Barrios, Oxford Academy, as the student representative to the Board of Trustees.

7.2 **Introduction of the 2014-15 Student Ambassadors**

Background Information:

One of the unique programs that the AUHSD offers to senior students is our Student Ambassador Program. It was an initiative of former AUHSD Superintendent Dr. Jan Billings and is fashioned after the Disneyland Resort's Ambassador Program. We are celebrating the program's 17<sup>th</sup> year. Board Member Anna L. Piercy joined in the selection process and recommended that we have representation from each of our nine high schools. Each year, the program participants are fortunate to receive etiquette and business training from the Disneyland Ambassadors.

The role of the AUHSD Student Ambassador Program is to represent the District's 32,000 students in the community. They are the face of the District and represent AUHSD, not only at community and District events, but also share student input on various District committees.

Current Consideration:

The Student Ambassador Program is seeking to expand its purpose and provide a "student voice" from each of our nine comprehensive high schools to the District Leadership Team and the Board of Trustees, which includes:

- Leadership training
- Attend monthly meetings led by the student representative to the Board of Trustees
- The creation of an AUHSD Student Ambassador Handbook with a code of ethics
- Active participation on District and community committees
- The creation of student focus groups, such as Raising Student Voice and Participation (RSVP) led by the ambassador at each school site
- Community service project(s) led by the ambassadors
- Being visible and approachable to the students and staff on campus

Budget Implication:

The budget will be impacted for cost of the student ambassador uniforms and name badges, as well as student ambassador training, for a total cost not to exceed \$2,200. (General Funds)

Staff Recommendation:

The Board of Trustees is requested to welcome and confirm the following students to serve as student ambassadors for their respective sites.

Leticia Calvillo	Anaheim High School
Saaima Bholat	Cypress High School
Gloria Roman	Katella High School
Esther Choe	Kennedy High School
Jessica Draghici	Loara High School
Juan Isas	Magnolia High School
Amy Lam	Oxford Academy
Auriel Oliva Saucedo	Savanna High School
Nuahao Do	Western High School

7.3 **Introduction of the 2014-15 AUHSD Student Service Foundation Board**

The Board of Trustees will welcome and confirm the following students to serve as the 2014-15 AUHSD Student Service Foundation Board for their respective sites.

Teodoro Carachure	Anaheim High School
Thomas Zhuang	Cypress High School
Kelly Juarez	Katella High School
Paul Patel	Kennedy High School
Mariah Lesso	Loara High School
TBD	Magnolia High School
Kevin Yoon	Oxford Academy
Emily Cetin	Savanna High School
Alondra Rodriguez	Western High School

8. **REPORTS**

**INFORMATION ITEM**

8.2 **Reports of Associations**

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

8.1 **Principal's Report**

Mr. Daniel Lunt, principal, Western High School, will present a report on instructional practices.

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

### RESOLUTION

- 10.1 **Resolution No. 2014-15-BOT-01, AUHSD Student Service Foundation and Servathon (Roll Call Vote)** **ACTION ITEM**

Background Information:

The Anaheim Union High School District recognizes the importance of community service to create a foundation to promote civic engagement, community-building, purposeful learning, and kindness. The District is a national leader in 21<sup>st</sup> century education with civic and service learning opportunities providing compelling, motivating, and challenging experiences that can keep students in school and reduce dropout rates.

Current Consideration:

The students at Anaheim Union High School District recognize the ethical importance of attending to the issue of the AUHSD community through direct service work. The AUHSD Student Service Foundation Board will consist of ten student trustees who will be dedicated to supporting a culture of community service and making the world a better place through approving service learning grants, as well as providing grant writing training to students.

Budget Implication:

There is no cost to the District, as this student foundation is funded by the AUHSD Foundation.

Staff Recommendation:

The Board of Trustees is requested to approve Resolution No. 2014-15-BOT-01, AUHSD Student Service Foundation and Servathon, by a roll call vote. **[EXHIBIT A]**

### BUSINESS SERVICES DIVISION

- 10.2 **Purchase and Sale Agreement, Taormina Family Capital Fund LLC** **ACTION ITEM**

Background Information:

On June 21, 2012, the District, the Taormina Family Capital Fund LLC (Taormina), and the city of Anaheim (City) entered into a Letter of Interest regarding the District's potential purchase of certain properties along Lincoln Avenue, adjacent to Anaheim High School, to be used for educational purposes as determined by the District. The District has continued property acquisition discussions with both Taormina and the City over the past two years. Within the past few months, Taormina has entertained offers from the development community to purchase its seven parcels totaling approximately 1.06 acres (the Taormina Property) for the development of mixed-use (commercial and/or residential) projects.

Current Consideration:

The District and Taormina have agreed to enter into a Purchase and Sale Agreement for the acquisition of the Taormina property subject to the satisfaction by the District of a number of conditions, including without limitation, the successful passage of the District's General Obligation Bond Measure H on the November 4, 2014, General Election, as well as the approval of the condition of the Taormina property by the California Department of Toxic Substances Control and the California Department of Education.

Concurrently with the acquisition of the Taormina Property, the District remains in discussions with the City to initially acquire the approximate .64 acres of property consisting of North Ohio Street, North Illinois Street, and that portion of the alley behind the Taormina

Property between North Ohio Street and North Illinois Street (the City Property) located immediately adjacent to Anaheim High School.

Budget Implication:

The District and Taormina agree that the purchase price of the Taormina property, based upon its current fair market value, is equal to the base purchase price of \$2,926,523, plus the yet to be determined amount for Taormina to perform certain pre-closing work as required by the Purchase and Sale Agreement (Supplemental Purchase Price). Once the Supplemental Purchase Price has been mutually agreed to, escrow will be notified of the revised purchase price. The revised purchase price shall be paid from redevelopment funds.

Staff Recommendation:

It is recommended that the Board of Trustees approve the Purchase and Sale Agreement with Taormina Family Capital Fund LLC. **[EXHIBIT B]**

10.3 **Agreement, Hayes Software Systems**

***ACTION ITEM***

Background Information:

Hayes Software Systems offers web-based software for the real-time management of instructional materials/textbooks. By converting to an automated electronic system for the management of textbook inventory, the District will be able to more easily project necessary textbook expenditures and more efficiently transfer textbooks from one school to another as enrollment patterns change. The system interfaces with the student information system to automate the comparison of enrollment numbers to the number of textbooks on hand at each school, for each course that requires a textbook. The product will also refine the way textbooks are distributed to and collected from students, making it easier for teachers and support staff to collect fees for lost or damaged textbooks.

Current Consideration:

The District will contract with Hayes Software Systems to provide the District with a real-time, web-based instructional material/textbook management system. The agreement also includes the conversion of relevant data from the student information system, professional development using a trainer of trainer model, updating of textbook procedures, and implementation support. Services will begin on September 24, 2014, and will continue through June 30, 2019.

Budget Implication:

The cost of the software license agreement with Hayes Software Systems is not to exceed \$75,495 for the 2014-15 year. The cost of Hayes Software Systems licensing renewal for the following four years is an annual fee of \$16,707. (General Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the purchase of Hayes Software Systems' software and services, per the software license agreement. **[EXHIBIT C]**

**EDUCATIONAL SERVICES DIVISION**

10.4 **Union Bank-Participation Partnership Agreement**

***ACTION ITEM***

Background Information:

Through their In-School Banking Program, Union Bank has operated student-run community bank branches on high school campuses since March 2011. The goals of the partnership are to educate students and their families about personal financial responsibility, provide students with training and knowledge of the financial services industry, increase the number of students that seek advanced education after high school, support the business curriculum

of the school district by providing students hands-on application in a business environment, and supply character and career-building opportunities to high school students. Union Bank has financed the renovation of campus facilities to create an authentic Union Bank branch in California high schools such as McLane High School in Fresno, as well as Crenshaw and Abraham Lincoln high schools in Los Angeles. Students at these high schools are in a business career pathway of which the capstone is an internship as a bank teller. Union Bank provides the bank teller training and a Union Bank supervisor during the branch hours of operation. The high school campus branch is only open to serve the students and staff of the school community.

Current Consideration:

Union Bank is interested in opening an In-School Banking Program in Orange County and has selected Loara High School as its next Union Bank branch. Working in collaboration with District administration, Loara administration, Union Bank representatives, and the North Orange County Regional Occupational Programs (NOCROP), the Participation Partnership Agreement details the commitment of Union Bank and the expectations of the District and NOCROP. The District will provide campus space for the bank branch in the Loara High School library and incorporate the program into the accounting pathway with NOCROP providing the capstone banking course with oversight by Union Bank. The term of the agreement is September 24, 2014, through June 30, 2017, with an option to renew every three years.

Budget Implication:

There is no cost to District.

Staff Recommendation:

It is recommended that the Board of Trustees approve the agreement with Union Bank-Participation Partnership. **[EXHIBIT D]**

10.5 **Educational Consulting Agreement, Second Harvest Food Bank** **ACTION ITEM**

Background Information:

The mission of the School Pantry Program is to help alleviate child hunger in America. Their method is to use schools as readily accessible locations to provide food to children and their families. This fall, they will be launching their mobile-based School Pantry Program. A farmers market-like atmosphere will be created once a month in a specific area of the campus, which will provide students and their families' with healthy food choices. The majority of the food that will be distributed will be fresh produce and other healthy choices as they become available. The School Pantry Program will provide a coordinator and several volunteers to assist in the distribution of the food. In addition, School Pantry Program hopes to incorporate wraparound services provided by other county agencies.

Current Consideration:

Sycamore Junior High School has been selected and has agreed to be a distribution site for the School Pantry Program. The school's responsibility is to allow for approved partner agencies to provide services and identify a site coordinator. The site coordinator will oversee the distribution and act as the primary contact. Services will be provided September 24, 2014, through June 26, 2015.

Budget Implication:

There are no budget implications, as this is a voluntary program.

Staff Recommendation:

The Board of Trustees is requested to approve the agreement with the Second Harvest Food Bank. **[EXHIBIT E]**



10.6 **Client Services Agreement, Hanover Research Council**

**ACTION ITEM**

Background Information:

Hanover Research Council is a full-service, research company that offers on-demand, custom research, through a partnership model, for a fixed annual cost. Research solutions provided by Hanover Research Council may include quantitative and qualitative data analysis, reviews of literature, survey research, benchmarking, and market evaluation. A partnership model with Hanover Research Council supports long-term, data-driven planning, and decision-making for the District, by providing action-oriented research reports consistent with our strategic vision.

Hanover Research Council's District Administration Practice collaborates with over 250 local school districts in the achievement of data-informed, academic, and operational objectives. Local school districts with current annual partnerships with Hanover Research include Buena Park Elementary School District, Huntington Beach Union High School District, Irvine Unified School District, and Placentia-Yorba Linda Unified School District.

Current Consideration:

The District will work with Hanover Research Council to determine the effectiveness of selected District programs and college and career readiness initiatives. The data-informed feedback will also allow the District to prioritize focus areas and monitor the best use of District resources. All research solutions are available to the District in an unlimited amount within the confines of one sequential project queue. Hanover Research Council reports that each research project can be completed within a four-to-six week window. In addition to the custom research solutions, the District will receive unlimited access to an online archive of over 1,800 redacted, non-proprietary, educational reports on a myriad of topics to share with site administrators and staff. Services will be provided September 24, 2014, through September 24, 2015.

Budget Implication:

Services will be provided at a cost not to exceed \$35,000. (Common Core Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the agreement with Hanover Research Council. **[EXHIBIT F]**

10.7 **Memorandum of Understanding (MOU), Western Youth Services**

**ACTION ITEM**

Background Information:

Western Youth Services (WYS) is a non-profit organization specializing in mental health prevention and intervention. WYS has been providing county-wide services for over 40 years to local school districts, which include prevention and early intervention, intensive services, and community resources.

WYS received funding under the Accelerate Change Together (ACT) for Anaheim grant. WYS will be targeting youth in the city of Anaheim and looks to work closely with Anaheim City School District and Anaheim Union High School District. The primary focus of the program is to build protective factors and reduce risk factors in youth, through the use of prevention and early intervention services.

Current Consideration:

This MOU is to provide services to Katella and Loara high schools, as well as Orangeview and Walker junior high schools. Services provided will include group counseling for students to address personal and social issues, classroom lessons, individual support and case

management, as well as parent education classes. Services will be provided September 24, 2014, through June 30, 2015.

Budget Implication:

There are no budget implications to the District. WYS received an ACT grant and funding from the Mental Health Services Act and is using those funds to target services to both Anaheim City and Anaheim Union High School districts. WYS will provide \$24,000 of these funds to the District with the intent to fund parent education workshops.

Staff Recommendation:

It is recommended that the Board of Trustees approve the MOU with Western Youth Services. **[EXHIBIT G]**

10.8 **School-Sponsored Student Organizations**

**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 applications:

- 10.8.1 STEAM Club, Katella High School
- 10.8.2 American Cancer Society, Oxford Academy
- 10.8.3 Animal Care Team (ACT), Oxford Academy
- 10.8.4 Astronomy Club, Oxford Academy
- 10.8.5 Ballroom Dancing Club, Oxford Academy
- 10.8.6 Drama Club, Oxford Academy
- 10.8.7 Mock Trial, Oxford Academy
- 10.8.8 Operation Smile, Oxford Academy
- 10.8.9 The Filipino Club (TFC), Oxford Academy
- 10.8.10 The Game Creators, Oxford Academy

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. **[EXHIBITS H, I, J, K, L, M, N, O, P, and Q]**

10.9 **Revise Board Policy 7901.03, Use of Technology, First Reading**

**INFORMATION ITEM**

Background Information:

Board Policy 7901.03 addresses the appropriate use of technology throughout the District. Board Policy 8601, which was enacted in 1975 and has not been modified since 2003, is a separate policy that specifically regulates student use of electronic signaling devices on our campuses. Electronic signaling devices include cell phones, smart phones, computers, laptops, tablet computers, and Chromebooks. In the past, the use of such devices by students on our campuses was seen as disruptive to the educational process. As technology and education has evolved, the use of such devices has become an integral part of 21<sup>st</sup> century learning. We are consistently exploring ways of appropriately integrating technology, both inside and outside our classrooms to enhance learning for our students. The revised

Board Policy 7901.03 and the accompanying Administrative Regulation 7901.03 includes modification that embraces and encourages the appropriate use of such devices in our classrooms and on our campuses. The policy encourages the use of technology to enhance learning while still allowing for appropriate consequences, or controls, when the use of any device disrupts the educational process.

Current Board Policy 7901.03 addresses the use of technology by both students and employees. The appropriate use of technology by students differs from the appropriate use of technology by employees. As such, revised Board Policy 7901.03 will only apply to students. Therefore, all references to employees have been removed. Proposed Board Policy 6209 will specifically apply to employee use of technology and incorporates the applicable provisions of Board Policy 7901.03.

Current Consideration:

The Board of Trustees is requested to review the first reading of revised Board Policy 7901.03, Use of Technology. The revised policy includes new language supportive of incorporating the use of technology for learning, both inside and outside the classroom. Board Policy 7901.03 incorporates provisions of Board Policy 8601. Revised Board Policy 7901.03, if adopted will supersede Board Policy 8601.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees review the first reading of revised Board Policy 7901.03. **[EXHIBIT R]**

## **HUMAN RESOURCES**

### 10.10 **Board Policy 6209, Use of Technology, First Reading**

### **INFORMATION ITEM**

Background Information:

Current Board Policy 7901.03 addresses the appropriate use of technology throughout the District for both students and employees. As technology and education has evolved, the use of technology, both inside and outside the classroom, has become an integral part of 21<sup>st</sup> century learning. We are consistently exploring ways of appropriately integrating technology, both inside and outside our classrooms, to enhance learning for our students. Revised Board Policy 7901.03 and the accompanying Administrative Regulation 7901.03 addresses student use of technology and embraces, as well as encourages the appropriate use of technology in our classrooms and on our campuses. The policy encourages the use of technology to enhance learning while allowing for appropriate consequences, or controls, when the use of any device disrupts the educational process.

New Board Policy 6209 encompasses the provisions outlined in Board Policy 7901.03, but is specifically related to employee use of technology for both educational and business purposes.

Current Consideration:

The Board of Trustees is requested to review the first reading of new Board Policy 6209, which addresses employee use of technology.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees review the first reading of new Board Policy 6209. [EXHIBIT S]

10.11 **Agreement, Loma Linda University**

***ACTION ITEM***

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 professional experiences. This agreement provides the opportunity for Loma Linda University speech pathology interns and speech pathology assistant interns to provide supervised support services to District students and staff.

Current Consideration:

The agreement with Loma Linda University will provide for clinical training in the area of speech pathology and speech pathology assistant. The agreement will be effective September 22, 2014, through September 21, 2019. University students will meet with District clinical supervisors (speech language pathologists) at the intern's assigned school site to be involved in the student's preparation for speech language pathology. This agreement provides opportunities for the student to observe, participate, and assist in the District's speech language pathology program. Clinical supervisors will model to the student 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. Due to the university's policy for executing agreements, this agreement will be signed following approval by the AUHSD Board of Trustees.

Budget Implication:

The services provided are at no cost to the District.

Staff Recommendation:

It is recommended that the Board of Trustees ratify the agreement with Loma Linda University. [EXHIBIT T]

10.12 **Agreement, Azusa Pacific University**

***ACTION ITEM***

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 AUHSD schools. The District has had various agreements in place with Azusa Pacific University since 2004.

Current Consideration:

This agreement provides the opportunity for Azusa Pacific University counselor interns and psychology interns to provide supervised support to District students and staff. Counselor interns will promote a college-going culture; psychology interns will work under the supervision of District psychologists to develop skills that prepare them for a career in school psychology. This agreement provides opportunities for counselor interns and psychology interns in their respective fields to observe, participate, and assist for one semester. Services provided by interns will not replace paid services provided by District staff. Interns will meet with an on-site supervisor for the purpose of completing the university's field instruction and participation requirements. Additionally, professional attire and conduct will be reviewed. The agreement will be effective September 4, 2014, through June 30, 2017.

Budget Implication:

The services provided are at no cost to the District.

Staff Recommendation:

It is recommended that the Board of Trustees ratify the agreement with Azusa Pacific University. **[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 **Agreement, North Orange County Regional Occupational Program Career Guidance Specialist Personnel**

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 and to each high school principal. Services are being provided July 1, 2014, through June 30, 2015.

Budget Implication:

NOCROP reimburses the District for 66.6 percent of one counselor's contracted salary and benefits at each high school and 100 percent for the counselor at Gilbert High School, Polaris Day School, and Polaris Home and Independent Studies.

Staff Recommendation:

It is recommended that the Board of Trustees ratify the agreement with NOCROP. **[EXHIBIT V]**

11.2 **Agreement, North Orange County Regional Occupational Program, Reverse Link Instruction**

Background Information:

This is a long standing agreement whereby the North Orange County Regional Occupational Program (NOCROP) has provided appropriately credentialed personnel, as requested by the District, to service instructional programs maintained by the District.

Current Consideration:

NOCROP will continue to 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 schedule. 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, 2014, through June 30, 2015.

Budget Implication:

The cost is not to exceed 20 percent of teacher's contracted salary and benefits. (General Funds)

Staff Recommendation:

It is recommended that the Board of Trustees ratify the agreement with NOCROP.

**[EXHIBIT W]**

11.3 **Extension of Food Service Bids**

Background Information:

The District's Food Service Department prepares over 40,000 meals per day, for the students and staff of Anaheim Union High School District and Anaheim City School District. The District awarded contracts for procurement of food and supplies after completing the formal bid process from July 1, 2012, through June 30, 2013. At the June 18, 2013, Board meeting, the District extended the contract for use through June 30, 2014. The contracts for the procurement needs were awarded to Clearbrook Farms Inc., A & R Wholesale Distributors, P & R Paper Supply Co., The Platinum Packaging Group, and Plastic Packaging, Inc., after it was determined the bids were the lowest most responsible and responsive bidders per Public Contract Code 20111.

Current Consideration:

The District has the option to extend bids for the school year pursuant to Education Code Section 17596 for up to three years for material and supplies. The District food service department anticipates the need to purchase milk and dairy products, staple foods, supplies, snack foods, and paper and packaging supplies from the suppliers listed below. The services are being provided July 1, 2014, through June 30, 2015.

	<b><u>Bid #</u></b>	<b><u>Service</u></b>	<b><u>Award</u></b>	<b><u>Amount</u></b>
1.	2013-01	Milk and Dairy Products	Clearbrook Farms, Inc.	\$2,000,000
2.	2013-02	Staple Foods	A & R Wholesale	\$1,275,000
3.	2013-03	Snack Foods	Distributors, Inc.	
4.	2013-04	Paper and Packaging Products	P & R Paper Supply The Platinum Packaging Group Plastic Package Inc.	\$575,000 \$75,000 \$15,000

Budget Information:

The extended contracts will establish discounted pricing and fulfill federal, state, and local bidding requirements. The amounts shown above are best estimates for procurement. Actual expenditures could be higher or lower depending on program demands. (Cafeteria Funds)

Staff Recommendation:

It is recommended that the Board of Trustees ratify the extension of these bids for the purchase of various food service items from the suppliers listed.

11.4 **Award of Bids**

<u>Bid #</u>	<u>Service</u>	<u>Award</u>	<u>Amount</u>
2015-04	HVAC Project Lexington Junior High School (Maintenance Funds)	Professional Services Construction	\$2,374,000
2015-05	Roofing Project Lexington Junior High School (Maintenance Funds)	Rite-way Roof	\$320,318

Staff Recommendation:

It is recommended that the Board of Trustees award the bids as listed.

11.5 **Notice of Completion**

Bid #2014-14, District Office	P.O. #I64A0056
Lighting Retrofit (Maintenance Funds)	
AMTEK Construction	
Original Contract	\$234,873
Contract Changes	\$0
Total Amount Paid	\$234,873

Staff Recommendation:

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

11.6 **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 in accordance with Education Code Section 60510 et al.

**[EXHIBIT X]**

11.7 **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 Y]**

11.8 **Donations**

Staff Recommendation:

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

**[EXHIBIT Z]**

11.9 **Check Register/Warrants Report**

Staff Recommendation:

It is recommended that the Board of Trustees ratify the Check Register/Warrants Report, August 26, 2014, through September 15, 2014. **[EXHIBIT AA]**

11.10 **Purchase Order Detail Report**

Staff Recommendation:

It is recommended that the Board of Trustees ratify the Purchase Order Detail Report, August 26, 2014, through September 15, 2014. **[EXHIBIT BB]**

11.11 **Supplemental Information**

ASB Report, June 2014 **[EXHIBIT CC]**

**EDUCATIONAL SERVICES DIVISION**

11.12 **AVID Income Agreement, Orange County Superintendent of Schools**

Background Information:

As a result of funding being eliminated at the state level to support the Advancement Via Individual Determination (AVID) program, Orange County Department of Education's (OCDE) funding for an AVID coordinator to assist school districts has been eliminated. The OCDE AVID coordinator's role has been to serve Orange County school districts by providing AVID pre-certification and certification services, data approval and analysis, class visits and coaching, as well as professional development. These duties are now assigned to District staff. The cost of services during the 2013-14 year was \$17,250. The cost of services during the 2014-15 year is significantly less due to District staff taking on more of the AVID program duties.

Current Consideration:

During the 2014-15 year, the OCDE AVID coordinator will provide certification support for District staff who are assigned AVID coordinator duties. This is necessary for maintenance of the District's AVID program. Services are being provided September 4, 2014, through June 30, 2015.

Budget Implication:

The cost of services provided by OCDE is \$7,500. (Title II Funds)

Staff Recommendation:

It is recommended that the Board of Trustees ratify the agreement with OCDE. **[EXHIBIT DD]**

11.13 **Ratification, Independent Contractor Agreement, Anaheim Family YMCA**

Background Information:

The District has received funding through the California Department of Education After School Education and Safety (ASES) Program grant for the past nine years. The District has subcontracted the administration of the ASES grant to the Anaheim Family YMCA through the Anaheim Achieves program at Ball, Brookhurst, Dale, Orangeview, South, and Sycamore junior high schools. YMCA provides program administration, staffing, equipment, materials, training, data collection, and evaluation for the aforementioned schools.



Current Consideration:

The District has been awarded another year of funding by the California Department of Education ASES grant, in the amount of \$797,964, for the fiscal year of July 1, 2014, through June 30, 2015. The structure of the approval process prevents the District from approving the ASES grant prior to the contract being developed. The agreement allows the District to pay YMCA for these services. Services are being provided July 1, 2014, through June 30, 2015.

Budget Implication:

The District passes through the funds to the YMCA less an indirect cost of 4.81 percent of the total ASES funds; therefore, there are no direct implications to the budget. The ASES funds for the 2013-14 year were \$768,264. The ASES funds for the 2014-15 year are \$797,964. (ASES Grant Funds)

Staff Recommendation:

It is recommended that the Board of Trustees ratify the agreement with Anaheim Family YMCA. **[EXHIBIT EE]**

11.14 **Agreement, Orange County Career Pathways Partnership (OCCPP) Program**

Background Information:

The Orange County Career Pathways Partnership (OCCPP) Program is a regional consortium connecting 14 school districts, two charter schools, nine community colleges, four regional occupational programs (ROP), two state universities, three Workforce Investment Boards (WIB), the Orange County Business Council (OCBC), a regional intermediary known as Vital Link, a regional non-profit collaborative known as OC STEM, and more than 100 business partners across three priority sectors. The priority sectors are Information and Communications Technologies (ICT), Health Care/Bio-Technology, and Engineering/Advanced Manufacturing and Design. The OCCPP program has been awarded grant funds from the California Department of Education's California Career Pathways Trust (CCPT).

Current Consideration:

The District is a partner in the OCCPP program and will receive \$145,400 over the four year term of the CCPT grant. The funding will support career technical education (CTE) curriculum development to align with University of California A-G requirements, explore CTE dual enrollment opportunities, establish a community-based classroom component in each CTE capstone course, train all CTE teachers (including ROP teachers) in project-based learning strategies, and develop a STEM/ICT focused pipeline between the District junior high schools and senior high schools. In return, the District agrees to participate in the California Partnership for Achieving Student Success (CAL-PASS Plus) and National Student Clearinghouse Student-Tracker. These programs will allow the District and the OCCPP consortium to track students through the K-14 education system. The term of the agreement is July 1, 2014, through June 30, 2018.

Budget Implication:

The OCCPP grant award agreement is \$145,400 for the full term of the CCPT grant. (California Career Pathways Trust)

Staff Recommendation:

It is recommended that the Board of Trustees approve the agreement with the Orange County Career Pathways Partnership Program. **[EXHIBIT FF]**

11.15 **Approve Special Education Legal Alliance Membership**

Background Information:

The Special Education Legal Alliance (Alliance) is a collaborative 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. The Alliance also supports various legal issues related to special education matters that have significant impact on districts throughout the county. To fund the Alliance, each participating district provides \$.15 per average daily attendance (ADA). The District has been implementing this membership since 2005.

Current Consideration:

The Alliance provides education, support, advocacy, and assistance to the District on important legal issues related to special education matters. The District significantly benefits from Alliance services. Services will be provided September 24, 2014, through June 30, 2015.

Budget Implication:

The costs for these services are not to exceed \$4,550.93. The amount paid for the 2013-14 year was \$4,583.76. (Special Education Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the payment of membership dues to the Orange County Special Education Legal Alliance. **[EXHIBIT GG]**

11.16 **Membership, News-2-You**

Background Information:

News-2-You is a curriculum tool utilized in moderate to severe special education programs. It is a symbol-supported, simple text electronic newspaper delivered weekly on the Internet. Its focus is on current events. Each issue is wrapped around a newsworthy and subject appropriate event of interest to readers. For the past eight years, the District's special education teachers have been successfully using News-2-You tools including online newspapers, differentiated worksheets and templates, structured practice online games and the SymbolStix library of 12,000 picture symbols, which enable teachers to create materials specific to individual student needs.

Current Consideration:

The purpose for renewing the District's membership to News-2-You is to allow students with moderate to severe disabilities to have access to understandable reading activities that are standards-based and age appropriate. The membership will be in effect from December 1, 2014, through November 30, 2015.

Budget Implication:

The cost of weekly online News-2-You newsletter for 25 teachers is at a cost not to exceed \$3,427. The amount paid for the 2013-14 year was \$3,312 for 25 teachers. (Special Education Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve an annual membership for News-2-You.

11.17 **Institutional Membership, College Board**

Staff Recommendation:

It is recommended that the Board of Trustees ratify the membership with College Board for 2013-14 year, at an amount not to exceed \$325. (General Funds)

11.18 **Field Trip Report**

Staff Recommendation:

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

**HUMAN RESOURCES**

11.19 **Agreement, Pacific Coast Speech Services, Inc.**

Background Information:

The District is obligated to provide mandated services to students with special needs. 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:

This agreement with Pacific Coast Speech Services, Inc. provides speech-language pathologist contract services, for the period of August 21, 2014, through June 18, 2015, due to an unexpected resignation of District personnel. The District has had agreements with Pacific Coast Speech Services, Inc. since January 2012.

Budget Implication:

Services provided are at a cost not to exceed \$132,000, based on the experience of the temporary speech-language pathologist, and is a budgeted General Fund expenditure.

Staff Recommendation:

It is recommended that the Board of Trustees ratify the agreement with Pacific Coast Speech Services, Inc. [EXHIBIT II]

11.20 **Certificated Personnel Report**

Staff Recommendation:

It is recommended that the Board of Trustees approve/ratify the Certificated Personnel report as submitted. [EXHIBIT JJ]

11.21 **Classified Personnel Report**

Staff Recommendation:

It is recommended that the Board of Trustees approve/ratify the Classified Personnel report as submitted. [EXHIBIT KK]

**SUPERINTENDENT'S OFFICE**

11.22 **Institutional Membership, West Orange County Regional Chamber of Commerce**

Staff Recommendation:

It is recommended that the Board of Trustees approve the membership with West Orange County Regional Chamber of Commerce representing Buena Park, La Palma, and Stanton, for 2014-15, at a cost not to exceed \$293. The cost for 2013-14 year was the same. (General Funds)

11.23 **Board of Trustees' Meeting Minutes**

11.23.1 August 21, 2014, Regular Meeting [**EXHIBIT LL**]

11.23.2 August 21, 2014, Board of Director Meeting [**EXHIBIT MM**]

11.23.3 August 28, 2014, Special Meeting [**EXHIBIT NN**]

Staff Recommendation:

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

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

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

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

14. **ADVANCE PLANNING** **INFORMATION ITEM**

14.1 **Future Meeting Dates**

The next regular meeting of the Board of Trustees will be held on Thursday, October 16, 2014, at 6:00 p.m.

Thursday, November 6

|

Thursday, December 11

14.2 **Suggested Agenda Items**

15. **ADJOURNMENT** **ACTION ITEM**

*In compliance with the Americans with Disabilities Act, individuals with a disability who require modification or accommodation in order to participate in this meeting should contact the executive assistant to the superintendent at (714) 999-3503 by noon on Monday, September 22, 2014.*

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

**AUHSD Student Service Foundation and Servathon**

**RESOLUTION NO. 2014/15-BOT-01**

On the motion of \_\_\_\_\_ and duly seconded and carried, the following resolution was adopted. The Anaheim Union High School District recognizes the importance of community service to create a foundation to promote civic engagement, community-building, purposeful learning, and kindness; and

**WHEREAS**, Anaheim Union High School District is a national leader in 21<sup>st</sup> century education; and

**WHEREAS**, civic and service learning opportunities provide compelling, motivating, and challenging experiences that can keep students in school and reduce dropout rates; and

**WHEREAS**, civic and service learning opportunities provide motivation for youth to apply academic concepts in real-life settings and work collaboratively in teams; and

**WHEREAS**, the American public and the business community are keenly interested in youth developing the competencies and skills necessary to thrive in a changing global economy; and

**WHEREAS**, community service creates a service learning culture of kindness and caring through exposing students to a variety of organizations and community perspectives; and

**WHEREAS**, students at Anaheim Union High School District recognize the ethical importance of attending to the issues of the AUHSD community through direct service work;

**THEREFORE BE IT RESOLVED**, that the AUHSD Student Service Foundation Board consisting of ten student Trustees dedicated to supporting a culture of community service and making the world a better place through approving service learning grants, as well as providing grant writing training to students; and

**BE IT FURTHER RESOLVED**, that the AUHSD Student Service Foundation Board and Servathon help connect students with neighborhoods, businesses, youth/senior community resources/programs; and

**BE IT FURTHER RESOLVED**, that on January 19, 2015, Martin Luther King, Jr. National Day of Service, students will participate in organized, community service activities in partnership with the cities we serve; and

**NOW THEREFORE, BE IT RESOLVED**, that the Anaheim Union High School District Board of Trustees does hereby adopt Resolution No. 2014/15-BOT-01, AUHSD Student Service Foundation Board and Servathon recognizing the importance of community service and encouraging all students to participate.

The foregoing resolution was passed and adopted at the regular meeting of the Board of Trustees September 23, 2014, by the following vote:

AYES

NOES:

ABSTAIN:

ABSENT:

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

I, Michael B. Matsuda, 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 said Board of Trustees at the regular meeting thereof held on the 23<sup>rd</sup> day of September 2014, 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 23<sup>rd</sup> day of September 2014.

\_\_\_\_\_  
 Michael B. Matsuda  
 Superintendent and  
 Secretary to the Board of Trustees

**TAORMINA FAMILY CAPITAL FUND LLC AND  
ANAHEIM UNION HIGH SCHOOL DISTRICT  
PURCHASE AND SALE AGREEMENT  
AND ESCROW INSTRUCTIONS**

This Purchase and Sale Agreement and Escrow Instructions (the "Agreement"), dated this 24th day of September, 2014 for reference purposes, is entered into by and between the Taormina Family Capital Fund LLC, a California limited liability company (hereinafter referred to as "Seller"), and the Anaheim Union High School District, a political subdivision of the State of California (hereinafter referred to as "Buyer"), collectively referred to hereinafter, as the "Parties".

**ARTICLE 1**

**RECITALS**

**WHEREAS**, Seller is the owner of that certain improved real property consisting of approximately one and six hundredths (1.06) acres as more particularly described in Section 2.1 hereunder and on **Exhibit "A"** and depicted on **Exhibit "B"** ("Property"); and

**WHEREAS**, the Parties previously entered into a Letter of Interest dated June 21, 2012 wherein Buyer expressed interest to purchase the Property; and

**WHEREAS**, Buyer desires to acquire the Property for public school purposes as determined by Buyer.

**NOW, THEREFORE** the Parties agree as follows:

**ARTICLE 2**

**PURCHASE AND SALE**

2.1 Sale and Purchase.

(a) Description of Property. Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, subject to the terms and conditions set forth herein, the Property, including all work described in Exhibit "C" (the "Work"); all rights, privileges and easements appurtenant to the Property, including, without limitation, all available and transferable minerals, oil, gas and other hydrocarbon substances, as well as all development rights, Property use entitlements, utilities, commitment, air rights, water,

water rights, riparian rights and water stock relating to the Property, and any rights-of-way or other appurtenances used in connection with the beneficial use and enjoyment of the Property and all of Seller's right, title and interest in and to all roads, easements, rights-of-way and alleys adjoining or servicing the Property (collectively, the "Appurtenances") (the Property, Work and Appurtenances are collectively referred to herein as the "Property").

2.2 Purchase Price. The purchase price to be paid by Buyer for the Property shall be comprised of the base purchase price of Two Million Nine Hundred Twenty-Six Thousand Five Hundred Twenty-Three Dollars (\$2,926,523) (the "Base Purchase Price"), plus the cost to complete the Work once determined and agreed to in writing by the Parties (the "Supplemental Purchase Price") (collectively, the "Purchase Price"). Once the Supplemental Purchase Price has been agreed to, the Parties shall request Escrow to prepare an amendment reflecting the revised Purchase Price. The Parties agree that the Purchase Price reflects the current fair market value of the Property after all of the Work set forth in Exhibit "C" has been completed.

2.3 Deposit. Concurrently with the Opening Date of Escrow (as defined in Section 5.2), Buyer shall deposit into Escrow, on a non-refundable basis (except as otherwise provided herein), the sum of Fifty Thousand Dollars (\$50,000.00) (the "Initial Deposit") by business check, County Warrant or other immediately available funds with "Escrow Holder" (as hereinafter defined in Section 5.1). In the event Buyer's General Obligation Bond known as Measure H is passed at the November 4, 2014 General Election, within five (5) days following the Orange County Registrar of Voters certification of passage, Buyer shall deposit into Escrow, on a non-refundable basis (except as otherwise provided herein), the additional sum of One Hundred Thousand Dollars (\$100,000) (the "Second Deposit") by business check, County Warrant or other immediately available funds with Escrow Holder. Once the Supplemental Purchase Price has been determined and agreed to, in the event the combined total of the Initial Deposit and Second Deposit is less than the Supplemental Purchase Price, Buyer shall within five (5) days of the Escrow instructions being amended pursuant to Section 2.2, deposit into Escrow by business check, County Warrant or other immediately available funds with Escrow Holder, on a non-refundable basis (except as otherwise provided herein), the additional sum (the "Third Deposit") so that the Initial Deposit, Second Deposit and Third Deposit totals the Supplemental Purchase Price. The Initial Deposit, Second Deposit, and Third Deposit, if required, shall hereinafter be referred to collectively as the "Deposit." Escrow Holder shall invest the Deposit in an interest-bearing account. Except in the event that all or a portion of the Deposit is paid to Seller as liquidated damages pursuant to Section 8.14(a) below, all interest accrued on the Deposit shall be earned, released or credited for the account of Buyer to the extent accrued during the period such amount is held by Escrow Holder; all other interest thereon shall be earned and retained by Seller. Provided that Buyer has not terminated this Agreement by the expiration of the Due Diligence Period described in Section 2.7, immediately following the expiration of



the Due Diligence Period, Escrow Holder shall release the Deposit to Seller, which shall be non-refundable except as provided in Section 2.8.

2.4 Payment to Seller. The balance of the Purchase Price shall be paid by Buyer to Seller in cash through Escrow upon the Closing.

2.5 Condition of Title. Title Insurer shall deliver to Buyer within ten (10) days after the Opening Date of Escrow, Preliminary Report No. **4724208** covering the Property issued by First American Title Company located at 4 First American Way, Santa Ana, California 92707 ("Title Insurer"), together with complete and legible copies of all underlying documents referred to in the Preliminary Report as evidencing exceptions to title and a complete plotting report of all easements disclosed in the Preliminary Report. The Preliminary Report, underlying documents and plotting report shall hereinafter be collectively referred to as the "Title Report." The title officer for this transaction shall be Tom Robles ("Title Officer") whose contact information is as follows: (714) 250-4901 (t); (714) 913-6384 (f); trobles@firstam.com (email). Buyer shall unconditionally approve the Preliminary Report on or before fifteen (15) days before the expiration of the "Due Diligence Period" (as defined in Section 2.7). In the event the Title Report is supplemented, Buyer shall have five (5) days after receipt of such supplement and complete and legible copies of all additional documents described therein within which to approve or disapprove of any new matters disclosed in such supplement. Buyer's failure to disapprove of a matter by a writing delivered to Title Insurer (with a copy to Seller) within the time periods specified above shall be deemed Buyer's approval of the matter. In the event Buyer disapproves a matter disclosed in the Title Report or any supplement, Seller shall have five (5) days from receipt of Buyer's written notice of disapproval to inform Buyer and Title insurer in writing whether Seller will attempt to remove such disapproved exception on or before the Closing Date. In the event Seller agrees that it shall attempt to remove a disapproved exception, such removal shall be a condition to the Closing, and the condition of title as disclosed in the Title Report and supplements otherwise shall be deemed to be approved by Buyer. In the event Seller gives notice that it will not attempt to cause the removal of a disapproved matter or fails to give timely notice of its election to correct a disapproved matter, and if Buyer thereupon shall fail to waive its disapproval of the matter within five (5) days after receipt of Seller's written notice that it will not correct the disapproved matter (or the expiration of Seller's five-day period for response to Buyer's disapproval), then either Buyer or Seller may terminate this Agreement and cause cancellation of the Escrow upon written notice to Escrow Holder and the other Party. Upon such cancellation, Buyer shall pay any escrow cancellation charges out of the Deposit, with the remaining balance of the Deposit, including accrued interest, to be returned to Buyer. All matters shown in the Preliminary Report and any supplements, which shall be removed by Title Insurer as reflected in the Title Report, upon the Closing, which are not disapproved by Buyer (or as to which Buyer waives its disapproval) or are otherwise approved by Buyer prior to the Closing shall be deemed to be "Permitted Exceptions". Seller shall convey the Property to Buyer

in fee simple. Notwithstanding the preceding, Seller shall cause all monetary encumbrances created or permitted by Seller, except nondelinquent taxes and assessments, to be removed at the Close of Escrow.

2.6 Disclosure of Facts Relating to the Property. As of the Opening Date of Escrow, Seller has provided to Buyer and Buyer acknowledges receipt of certain reports, documents and other materials relevant to the Property in the possession of Seller (collectively, the "Materials"). In the event Buyer does not acquire the Property for any reason whatsoever (other than a default by Seller hereunder), Buyer shall deliver to Seller (i) all Materials previously obtained by Buyer from Seller, and (ii) copies of reports, documents and other materials as Buyer has prepared or caused to be prepared excluding internal documents of Buyer containing proprietary or confidential information) in connection with the Property. The obligation of Buyer under this Section 2.6 shall survive the cancellation or termination of this Agreement.

2.7 Due Diligence Investigation. Unless otherwise specified in this Section 2.7, Buyer shall have until 5:00 p.m. (Pacific Time) on March 1, 2015, unless the Parties mutually agree in writing to an extension which shall not be unreasonably withheld or denied (the "Due Diligence Period") in which to either approve or waive, in writing, the conditions to purchase described below (collectively, the "Buyer Conditions"). The Buyer Conditions are intended solely for the benefit of Buyer and may be waived only by Buyer in writing. Should Buyer fail to timely and unconditionally approve or waive in writing any of the Buyer Conditions, Buyer shall be deemed to have disapproved the Buyer Condition. In the event any of the Buyer Conditions are disapproved in writing or deemed disapproved, this Agreement shall automatically terminate, and Buyer shall be entitled to the return of the Deposit.

(a) Voter Approval of General Obligation Bond. The certification by the Orange County Registrar of Voters of the passage of Buyer's \$249 Million General Obligation Bond known as Measure H at the November 4, 2014 General Election.

(b) Approval of Environmental Condition of Property. The Property is determined to be an acceptable school site by the State Department of Education ("CDE") and the Department of Toxic Substances Control ("DTSC") approves the environmental condition of the Property. Seller understands that Buyer is prohibited from acquiring the Property until the requirements of the California Environmental Quality Act (Division 13 (commencing with Section 21000) of the California Public Resources Code) and the environmental assessment procedures described in California Education Code Section 17213.1 have been complied with and DTSC approves the environmental condition of the Property (collectively, the "Environmental Conditions"). In the event a Preliminary Environmental Assessment ("PEA") is required and DTSC determines based upon the results of the PEA that a Response Action is necessary to remediate the Environmental Conditions, Buyer shall, consistent with Education Code section 17213.1(a)(10) either: (i) elect not to proceed with the acquisition of the Property; or (ii) elect to pursue the

acquisition of the Property, in which case Buyer shall (a) prepare a financial analysis that estimates the cost of the Response Action that will be required, (b) assess the benefits that accrue from using the Property, and (c) obtain the approval of CDE that the proposed schoolsite meets the schoolsite selection standards adopted by CDE pursuant to Education Code section 17251(b). Seller further understands that the time period required to satisfy the Environmental Conditions is not within the reasonable control of Buyer and is dependent upon the condition of the Property and the environmental investigation measures required by DTSC.

(c) Inspections. Buyer's inspection, review and approval of the physical and environmental condition of the Property. Seller grants to Buyer and its environmental consultant Ninyo & Moore a license to enter the Property pursuant to the terms and conditions of that certain Entry Agreement, dated September 24, 2014 ("Entry Agreement") which is attached hereto as **Exhibit "D"**. Buyer shall name Seller as an additional insured with respect to the commercial general liability insurance policy which Buyer is required to obtain pursuant to Paragraph 8 of the Entry Agreement. Buyer shall keep the results of all such inspections, tests, studies, investigations, analyses, reports and the like confidential except as required by law. Buyer shall keep the Property free and clear of any mechanics' liens or materialmen's liens related to Buyer's right of inspection and testing and the activities contemplated in this Section. Buyer shall, repair immediately any damage to the Property caused by Buyer's activities under this Section 2.7(b) and shall restore the Property as near to the condition of the Property immediately prior to Buyer's entry as is reasonably practicable in the event Escrow is terminated. Buyer shall indemnify, defend and hold Seller harmless from any actions, suits, liens, claims, damages, expenses, losses and liabilities (including reasonable attorney's fees and expenses) arising from or related to Buyer's or its representatives' entry onto the Property or the performance of the inspections, tests, studies, and investigations. The obligations of Buyer under this Section 2.7(b) shall survive the Close of Escrow or the cancellation or termination of this Agreement, whichever may be applicable, and shall continue thereafter in full force and effect.

2.8 Status of Deposit. The Parties understand and agree that Buyer's feasibility investigation condition under Section 2.7 above shall expire on the expiration of the Due Diligence Period, as may be extended, providing Buyer the opportunity to terminate the Agreement at anytime prior to the expiration of the Due Diligence Period. The Parties also understand and agree that the Deposit made by Buyer is for the benefit of Buyer. The Parties understand and agree that the Deposit is not refundable to the Buyer following the expiration of the Due Diligence Period as may be extended, except in the event Escrow shall fail to close due to (i) the default of Seller, or (ii) Buyer terminates this Agreement pursuant to Section 3.1(c) as a result of a tenant remaining in possession on the Closing Date.

## ARTICLE 3

### SELLER'S REPRESENTATIONS AND WARRANTIES

3.1 Seller warrants and represents that the following facts are true and correct as of the date of this Agreement, and that such warranties and representations shall be true and correct as of the Closing Date, and the truth and accuracy of such representations and warranties shall constitute a condition to the Closing. For purposes of this Section 3.1, representations qualified by words "to the best of Seller's knowledge" or concerning matters known to Seller or that otherwise refer to notice to Seller or Seller's knowledge, shall mean the present actual knowledge of William Taormina (without any duty of investigation or inquiry). The remedies for breach of the following representations and warranties shall survive the Closing.

(a) Seller has the full right and authority to enter into this Agreement and consummate the transactions contemplated herein, and each of the persons signing this Agreement on behalf of Seller is authorized to do so.

(b) To the best of Seller's knowledge, Seller has not received written notice of any actions, suits, material claims, legal proceedings, or any other proceedings pending or threatened before any court or governmental agency which may involve or affect the Property or any portion thereof, including the potential identification of any endangered species residing on the Property or the listing thereof by any state or federal agency.

(c) Seller shall use commercially reasonable efforts to deliver possession of the Property to Buyer on the Closing Date free of all tenants and shall indemnify and hold Buyer harmless from the claims of any tenants claiming a right to possession arising before the Closing Date. If a tenant remains in possession on the Closing Date, Buyer may (i) terminate this Agreement without liability on Buyer's part, or (ii) extend the time for the Close of Escrow to allow Seller to remove the tenant(s) from the Property and complete the Work. In the event Buyer elects to terminate this Agreement pursuant to item (i) of this paragraph, Buyer shall be entitled to the return of the Deposit, less any costs incurred and expended by Seller towards the completion of the Work required by **Exhibit "C"**.

(d) Seller shall use commercially reasonable efforts to substantially complete the Work required by **Exhibit "C"** before the Closing Date. If Buyer has not received a written certification from Seller's civil engineer that the Work is at least ninety (90) percent completed prior to the Closing Date ("Substantial Complete"), Buyer may (i) terminate this Agreement without liability on Buyer's part, or (ii) extend the time for the Close of Escrow to allow Seller to complete the Work. In the event that Seller's civil engineer certifies in writing that the Work is Substantially Complete prior to the Closing Date, Seller shall have right to extend the time reasonably necessary to complete the

Work, provided that Seller shall thereafter diligently pursue the completion of the Work required by **Exhibit "C"**.

(e) To the best of Seller's knowledge, there are no liens or encumbrances on, or claims to, or covenants, conditions and restrictions, leases, easements, rights-of-way or other matters affecting the Property, except as indicated in paragraph (c) of this Section 3.1, the Title Report or disclosed in writing to Buyer and approved by Buyer.

(f) To the best of Seller's knowledge, Seller has not received written notice of violations of City, County, State, Federal, building, zoning, fire, health codes or ordinances, or other governmental regulation filed or issued against the Property.

(g) Neither this Agreement, nor anything provided to be done hereunder, violates or shall violate any contract, agreement or instrument to which Seller is a party, or which affect the Property or any portion thereof. The execution, consent or acknowledgment of no other person or entity is necessary in order to validate the execution of this Agreement by Seller or permit the consummation of the transactions contemplated herein.

(h) Seller has not: (i) made a general assignment for the benefit of creditors; (ii) filed any voluntary petition in bankruptcy or suffered the filing on an involuntary petition by Seller's creditors; (iii) suffered the appointment of a receiver to take possession of all or substantially all of Seller's assets; (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Seller's assets; (v) admitted in writing its inability to pay its debts as they come due; or (vi) made an offer of settlement, extension or composition to its creditors generally.

(i) Except as set forth in (i) the Materials, (ii) the disclosures set forth in Article 6 below, and (iii) any environmental assessment reports prepared in connection with the Environmental Conditions, to the best of Seller's knowledge, Seller has not released, stored, treated, generated or disposed of any Hazardous Substance (as defined below) on or under the Property in violation of Hazardous Waste Law (as defined below), and (y) no Hazardous Substance exist on the Property in violation of Hazardous Waste Law.

For purposes of this Agreement, the following terms shall have the following meanings:

(A) "Hazardous Substance" means any substance, waste, matter or material which (i) has been or is at any time determined by any state or federal court in a reported decision to be a waste, pollutant, contaminant, hazardous waste, hazardous material, or hazardous substance (or similar designation), (ii) has been or is determined by any Governmental Authority to be a waste, pollutant, contaminant, hazardous waste,

hazardous substance or hazardous material (or similar designation), (iii) is described as, or has been or is determined to be a waste, pollutant, contaminant, hazardous waste, hazardous substance, or hazardous material (or similar designation) under any Hazardous Waste Law, or (iv) is regulated under any Hazardous Waste Law.

(B) “Hazardous Waste Law” means any law, statute, ordinance, code, rule, regulation, decree, resolution or requirement promulgated by any Governmental Authority with respect to Hazardous Substance, including, without limitation, the following: (i) the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. Section 6901 et seq.; (ii) the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. Section 9601 et seq.; (iii) the Clean Water Act, 33 U.S.C. Section 1251 et seq.; (iv) the Safe Drinking Water Act, 42 U.S.C. Section 300 et seq.; (v) the Toxic Substances Control Act, 15 U.S.C. Sections 2601 et seq.; (vi) the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801 et seq.; (vii) the Clean Air Act, 42 U.S.C. Section 7401 et seq.; (viii) the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. Section 136 et seq.; (ix) the Occupational Safety and Health Act of 1970, 29 U.S.C. Section 651 et seq.; (x) the California Hazardous Waste Control Law, California Health and Safety Code Section 25100 et seq.; (xi) the Hazardous Substance Account Act, California Health & Safety Code Section 25 300 et seq.; (xii) the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health and Safety Code Section 25249.5 et seq.; (xiii) the Porter-Cologne Water Quality Control Act, California Water Code Section 13000 et seq.; and (xiv) the California Air Resources Law, California Health and Safety Code Section 39000 et seq.

(C) “Governmental Authority” shall mean any local, regional, state or federal governmental entity, agency, court, judicial or quasi-judicial body, or legislative or quasi-legislative body.

## ARTICLE 4

### **BUYER’S REPRESENTATIONS AND WARRANTIES**

4.1 Buyer warrants and represents that the following facts are true and correct as of the date of this Agreement, and that such warranties and representations shall be true and correct as of the Closing Date, and the truth and accuracy of such representations and warranties shall constitute a condition to the Closing. The remedies for breach of the following representations and warranties shall survive the Closing.

(a) Neither this Agreement, nor anything provided to be done hereunder, violates or shall violate any contract, agreement or instrument to which Buyer is a party. The execution, consent or acknowledgment of no person or entity is necessary

in order to validate the execution of this Agreement by Buyer or permit the consummation of the transactions contemplated herein.

(b) Buyer has the full right and authority to enter into this Agreement and consummate the transactions contemplated herein, and each of the persons signing this Agreement on behalf of Buyer is authorized to do so.

(c) Buyer has inspected and is familiar with all matters that it believes pertinent to its ownership, development, and use of the Property. Buyer has made such independent investigations, inspections, analyses and research as Buyer has deemed necessary or appropriate (or, in the alternative, Buyer has elected at its risk not to make such investigations, inspections, analyses and research), concerning the ownership, use, development, and sale of the Property, including, but not limited to, investigations, inspections, analyses and research of present and future statutes, ordinances, rules, regulations, codes, limitations, requirements, covenants, conditions or restrictions concerning the Property (collectively "Regulations").

(d) Subject to the representations and warranties of Seller set forth in Article 3 above, Buyer is relying solely upon its own inspections, investigations, research and analyses of the foregoing matters in entering into this Agreement and is not relying in any way upon any representations, warranties statements, plans, specifications, cost estimates, studies, reports, descriptions, guidelines or other information or material furnished by Seller or its representatives to Buyer or its representatives, whether oral or written, including, without limitation, the Materials (all such matters herein referred to as the "Delivered Information"), express or implied, of any nature whatsoever regarding any such matters. Seller shall have no liability with respect to the accuracy or completeness of the Materials, all of which Buyer shall verify to its own satisfaction and all of which Buyer shall use and rely on solely at its own risk.

(i) Subject to Seller's performance of its covenants hereunder and upon delivery to Buyer of the certifications described in Section 5.6 (b) below, Buyer accepts the Property, in its present state and condition and "**AS-IS WITH ALL FAULTS;**" (ii) Buyer accepts the Property subject to any and all Regulations which are now or may hereafter be imposed on or against the Property by any Governmental Authority, and (iii) other than the Work specifically described in **Exhibit "C"**, Seller is not obligated to undertake any grading, restoration, repairs or other work of any kind or nature whatsoever on the Property and, specifically, but without derogating from the generality of the foregoing, Seller is not responsible for any work on or improvement of the Property necessary to cause the Property to meet any applicable Regulations or to be suitable for any particular use. Without limiting the generality of the foregoing, Buyer acknowledges and agrees that Seller specifically disclaims any responsibility for:

(ii) Any opinions or conclusions of any soils engineer retained to perform geotechnical and soils studies or to oversee the soils engineering aspects of developing the Property;

(iii) Any opinions or conclusions of any civil engineer retained in connection with developing the Property including the Certification and/or the Work;

(iv) Any opinions or conclusions of any environmental engineer or consultant retained to perform environmental or Hazardous Substance studies or to oversee any environmental related aspects of developing the Property; and

(v) The existence of any pre-historical, historical, paleontological, or archeological deposits on the Property.

## ARTICLE 5

### ESCROW

5.1 Escrow and Escrow Holder. The escrow for the transaction contemplated by this Agreement (the “Escrow”) will be opened with First American Title Company located at Santa Ana, California (the “Escrow Holder”). Robert Benavente, First American Title Company, 4 First American Way, Santa Ana, CA 92707; telephone 714-250-4721; facsimile 714-913-6358; email: rbenavente@firstam.com shall be designated as the Escrow officer for this transaction. The Escrow number assigned to this transaction is **4724208**.

5.2 Opening Date of Escrow. This Agreement shall constitute escrow instructions to Escrow Holder. Seller and Buyer shall deposit three (3) fully executed original Agreements with Escrow Holder, who shall endorse all three Agreements and return one original to Buyer and one original to Seller. Escrow shall be deemed opened upon the date in which the three (3) fully executed originals of the Agreement have been received by Escrow Holder (the “Opening Date”). The Escrow Holder shall give written notice to the Parties of the date on which Escrow is opened. In the event that three (3) fully executed originals of the Agreement signed by the Buyer and Seller and the Initial Deposit are not submitted to Escrow Holder within five (5) days following the date in which both Parties have executed the Agreement, the Agreement shall be deemed void and of no effect.

5.3 Closing. Subject to the provisions of this Agreement, Seller and Buyer shall close Escrow for the sale and purchase of the Property on the earlier to occur of (i) the date that is thirty (30) days following the expiration of the Due Diligence Period, as may be extended, and each Party's approval or waiver of the Conditions to Closing set forth in Section 5.6 as applicable to Seller and Buyer, or (ii) seven (7) days after the date on which Buyer delivers to Seller written notice of Buyer's desire to close Escrow



("Closing Date"). The conveyance of fee title to the Property as contemplated by this Agreement (the "Closing or "Close of Escrow") shall occur, provided that all of the conditions of Closing referred to in this Article have been satisfied.

5.4 Certain Obligations of Buyer. In addition to fulfilling any obligations of Buyer contained in this Agreement, on or before one (1) business day prior to the Closing Date, Buyer shall have deposited into Escrow:

- (a) The Purchase Price, less the Deposit;
- (b) Such resolutions, authorizations, or other documents or agreements relating to Buyer as shall be reasonably required by Escrow Holder in connection with this transaction; and
- (c) All other sums and documents reasonably required of Buyer by Escrow Holder to carry out the Closing.

5.5 Certain Obligations of Seller. In addition to fulfilling any other obligations of Seller contained in this Agreement, on or before one (1) business day prior to the Closing Date, Seller shall deposit with Escrow Holder: a Grant Deed to the Property substantially in the form of **Exhibit " E"** attached hereto, properly executed and acknowledged by Seller to Buyer (the "Grant Deed").

5.6 Conditions to Closing.

(a) Seller's obligation to convey the Property is subject to the satisfaction (or written waiver by Seller) of the following conditions precedent:

(i) Buyer shall have deposited with Escrow Holder all sums and documents required to be deposited pursuant to Section 5.4; and

(ii) Buyer shall not be in default under this Agreement and the representations and warranties of Buyer under Article 4 are true and correct as of the date of this Agreement and the Closing Date (Escrow Holder shall not be concerned with these conditions unless Escrow Holder receives written notice from Seller that it believes a representation or warranty of Buyer is untrue and incorrect).

In the event that one or more of the above conditions are not satisfied on or before the Closing Date, or such earlier date as set forth above, as a result of a default by Buyer hereunder, then (i) Seller can waive satisfaction of such condition or conditions in writing (delivered to Buyer and Escrow Holder) on or prior to the Closing Date, and the Closing shall proceed, or (ii) Seller can proceed under Section 8.14(a) below.

In the event that all of the above conditions are not satisfied on or prior to the Closing Date, or such earlier date as set forth above, and such failure does not result from

any default by Buyer hereunder, then (i) Seller can waive satisfaction of such condition or conditions in writing (delivered to Buyer and Escrow Holder) on or prior to the Closing Date, and the Closing shall proceed, or (ii) Seller can immediately terminate this Agreement in writing (delivered to Seller and Escrow Holder), in which event Escrow Holder and/or Seller, as applicable, shall return the Deposit to Buyer and, subject to the provisions of Section 8.14, all obligations of Buyer and Seller hereunder (except provisions of this Agreement which recite that they survive cancellation or termination) shall terminate and be of no further force or effect.

(b) Buyer's obligation to purchase the Property is subject to the satisfaction (or written waiver by Buyer) of the following conditions precedent:

(i) Seller shall have deposited with Escrow Holder all sums and documents required to be deposited pursuant to Section 5.5;

(ii) Seller shall have (aa) terminated all tenant leases affecting the Property, (bb) caused all tenants to vacate the Property, and (cc) completed (as described in subsection (v) below) the Work required by and listed in **Exhibit "C"** with Seller's certification by its civil engineer to be conclusive for purposes of determining the satisfaction of this closing condition (the "Certification");

(iii) Seller shall not be in default under this Agreement and the representations and warranties of Seller under Article 3 are true and correct as of the date of this Agreement or the Closing Date (Escrow Holder shall not be concerned with these conditions unless Escrow Holder receives written notice from Buyer that it believes a representation or warranty of Seller is untrue and incorrect); and

(iv) Title Insurer is prepared to issue the policy of title insurance described in Section 5.7.

In the event that one or more of the above conditions are not satisfied on or before the Closing Date, or such earlier date as set forth above, as a result of a default by Seller hereunder, then (i) Buyer can waive satisfaction of such condition or conditions in writing (delivered to Seller and Escrow Holder) on or prior to the Closing Date, and the Closing shall proceed, or (ii) Buyer can proceed under Section 8.14(b) below.

In the event that all of the above conditions are not satisfied on or prior to the Closing Date, or such earlier date as set forth above, and such failure does not result from any default by Seller hereunder, then (i) Buyer can waive satisfaction of such condition or conditions in writing (delivered to Seller and Escrow Holder) on or prior to the Closing Date, and the Closing shall proceed, or (ii) Buyer can immediately terminate this Agreement in writing (delivered to Seller and Escrow Holder), in which event Escrow Holder and/or Seller, as applicable, shall return the Deposit to Buyer and, subject to the provisions of Section 8.14, all obligations of Buyer and Seller hereunder (except

provisions of this Agreement which recite that they survive cancellation or termination) shall terminate and be of no further force or effect.

5.7 Title Policy. Escrow Holder is hereby instructed to deliver to Buyer through Escrow a California Land Title Association owner's policy of title insurance insuring Buyer as fee owner of the Property, subject only to (i) the usual printed title company exceptions and exclusions, (ii) the Permitted Exceptions, and (iii) all exceptions to title caused by the acts or omissions of Buyer, in an amount equal to the Purchase Price, issued by Title Insurer and dated as of the Closing Date.

5.8 Recordation of Documents and Deliver of Funds. Upon receipt of the funds and instruments described in this Article, and upon the satisfaction or waiver of the conditions to Closing referred to in this Article, Escrow Holder shall cause the Grant Deed to be recorded (in that order) in the office of the County Recorder of the County of Orange, California. Upon the Closing, Escrow Holder shall deliver the Purchase Price, less the portion of the Deposit previously disbursed by Escrow Holder to Seller, any deductions for property taxes, brokerage fees and Escrow fees, to the extent Seller is responsible for such taxes and fees, to Seller and conformed copies of the Grant Deed to Buyer and Seller.

5.9 Taxes. Seller shall timely pay all real property taxes and assessments allocable to the Property accruing prior to the Close of Escrow. Because Buyer is a public agency to which real property taxes do not apply (so long as the Property is used for public school purposes), no proration of real property taxes shall be made through Escrow. Buyer shall be responsible for any real property taxes and assessments payable with regard to the Property after the Close of Escrow (i.e., in the event the Property is no longer used for public school purposes).

Seller shall have the right to file for and receive any applicable refund of general and special real estate taxes and/or assessments previously paid by or on behalf of Seller with regard to the Property refundable due to Buyer's status as a public agency. Buyer shall cooperate reasonably with Seller's efforts to obtain any such refund.

5.10 Payment of Costs. The costs associated with this transaction shall be paid as follows:

(a) Seller shall pay the cost of obtaining a standard California Land Title Association title insurance policy in the amount of the Purchase Price.

(b) Buyer shall pay the excess cost of obtaining an American Land Title Association policy ("Extended Coverage Policy"), if requested by Buyer, over a California Land Association owner's policy of title insurance and the cost of any endorsements requested by Buyer; provided, however that (i) Buyer shall be responsible for any fees or costs relating to the Extended Coverage Policy, including any survey

costs; (ii) the issuance of the Extended Coverage Policy or any requested endorsements shall not constitute a precedent condition to the Closing, and (iv) the issuance of the Extended Coverage Police or any requested endorsements shall not delay the Closing;

(c) The Escrow Holder's Escrow fee shall be paid equally by Seller and Buyer;

(d) Seller shall pay the cost of documentary transfer taxes, if any, in connection with the recordation of the Grant Deed from Seller to Buyer; and

(e) Buyer shall pay the cost of recording the Grant Deed from Seller to Buyer, if any.

5.11 Default. Time is of the essence in this Agreement. If Buyer or Seller (the "Defaulting Party") fails to deposit any of the amounts due pursuant to this Agreement, or fails to perform any other act when due prior to the Closing of the Escrow, then the Non-Defaulting Party shall be deemed in default hereunder, unless such failure is cured within fifteen (15) days after written notice from the other Party specifying the breach.

5.12 Escrow Cancellation Charges. In the event that Escrow shall fail to close by reason of the default by either of the Parties, the Defaulting Party shall be liable for all Escrow cancellation charges.

5.13 Additional Escrow Instructions. The general provisions of Escrow Holder attached hereto as **Exhibit "F"** shall constitute additional escrow instructions under this Agreement, but only to the extent they are not inconsistent with the provisions of this Agreement.

## ARTICLE 6

### DISCLOSURES

6.1 Natural Hazard Disclosure Statement. Within ten (10) days after the Opening Date of Escrow, Seller shall deliver to Buyer a completed and executed "Natural Hazard Disclosure Statement," which shall disclose whether the Property is located within one (1) or more of the six (6) natural hazard zones specified in California Civil Code Section 1103(a).

## ARTICLE 7

### RELEASE AND INDEMNITY

7.1 Release. Except as expressly set forth in this Agreement, Buyer, for itself and its affiliates, successors and assigns (Buyer and its affiliates, successors and assigns being referred to in this Article 7 collectively as "Releasing Parties") hereby fully and

forever releases and discharges Seller, the Nonrecourse Parties (as hereinafter defined) and their affiliates and each of their respective agents, directors, shareholders, partners, employees, officers, consultants, representatives, attorneys, successors and assigns (collectively, the "Released Parties") of and from any and all past, present and future claims, damages, losses, warranties (express or implied), debts, liabilities, obligations, costs, expenses, demands and causes of action of any kind or nature, whether known or unknown, foreseen or unforeseen, suspected or unsuspected, fixed or contingent, matured or unmatured that the Releasing Parties or any of them have or may have or may claim to have in any way arising out of, related to or connected with: (a) any latent or patent defect in the Property, (b) the construction or sale or other conveyance of any improvement thereon, including, without limitation, any such Claim arising from or caused by or alleged to have arisen from or to have been caused by (i) any use of the Property, or any part thereof, (ii) any defect in the design of, construction of, or material in, any improvement constructed by Buyer on the Property, (iii) any defect in soils or in the preparation of soils and accomplishment of finish grading, (iv) the presence or existence of any Hazardous Substances in or on the soil or ground water of the Property, whether known or unknown and whether resulting from occurrences prior to or after the date Buyer acquired the Property, (v) any act or omission of Buyer or any of its agents, employees, licensees, invitees or contractors, (vi) any accident or casualty on the Property, (vii) any representations by Buyer or any of its agents or employees (viii) any violation or alleged violation by Buyer, its employees or agents of any law now or hereafter enacted, (ix) any work of design, construction, engineering or other work with respect to the Property provided or performed by or for Buyer, (x) any other cause whatsoever in connection with Buyer's ownership, development, use or sale or other disposition of the Property or Buyer's other dealings with or use of the Property, or Buyer's performance or failure to perform under this Agreement, or (xi) the application of the principals of strict liability with respect to any act or omission of Buyer and its respective agents, employees, licensees, invitees, or contractors in connection with the Property, (c) the negligence or willful misconduct of Buyer, or (d) the breach by Buyer of any of its obligations under this Agreement (collectively, "Claims"). For purposes herein, "Nonrecourse Parties" means Seller and any of its direct or indirect partners, shareholders, members, managers, officers, directors, trustees, agents or employees. The provisions of this section specifically exclude Seller's willful misconduct. Buyer further acknowledges and waives the provisions of Civil Code Section 1542 which provides as follows:

"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."

7.2 Indemnity. Except as expressly set forth in this Agreement, Buyer agrees to indemnify, defend and hold harmless the Released Parties (hereinafter also referred to

as "Indemnified Parties") from all loss, liability, damage, costs and expenses (including attorneys' fees) arising from or related to any Claims whether incurred or made by Buyer or any other persons or entities acting on behalf of Buyer, except for Claims which arise out of the willful misconduct of the Indemnified Parties. The foregoing indemnity shall apply to any claim or action brought by a private party or by a governmental agency or entity under any statute or common law now or hereinafter in effect and is intended to apply with respect to any Claims arising before or after the construction of improvements on the Property by Buyer, and conveyance of all of the Property by Buyer.

7.3 Indemnity Limitations. Notwithstanding anything to the contrary above, nothing contained in Section 7.2 shall operate to relieve the Indemnified Parties from or provide any indemnity to the Indemnified Parties for any Claim to the extent found by a court of competent jurisdiction to have been caused by (i) the intentional and knowing release of Hazardous Substances on the Property by the Indemnified Party, or with the express permission or authorization of a Indemnified Party, in violation of any laws, (ii) an Indemnified Party's fraud or intentional misconduct, or (iii) Seller's breach of any material provisions in this Agreement.

7.4 Indemnification Notification and Procedure. An Indemnified Party shall promptly notify Buyer of the existence of any claim, demand, cause of action or other matter involving liability or potential liability to third parties to which the Buyer's indemnification obligations would apply and shall give Buyer a reasonable opportunity (not to exceed thirty [30] days) to assume the defense of the same at its own expense and with counsel of its own selection; provided that the Indemnified Party shall at all times also have the right to participate fully in the defense at the Indemnified Party's sole expense. If Buyer shall, within a reasonable time after such notice (but not later than thirty [30] days after the notice), fail to assume or continue the defense with such counsel, the Indemnified Party shall have the right, but not the obligation, to undertake the defense of, and to compromise or settle (exercising reasonable business judgment), the claim, demand, cause of action or other matter on behalf, for the account and at the risk and expense of Buyer. In such case, Buyer shall reimburse the Indemnified Party on demand for any payment made or loss or damage suffered by the Indemnified Party pursuant to a bona fide compromise or settlement of Claims to which the foregoing indemnity relates. If the claim is one that cannot by its nature be defended solely by the Buyer, the Indemnified Party shall make available all information and assistance that Buyer reasonably may request; provided that any associated expenses shall be paid by the Indemnified Party

## ARTICLE 8

### MISCELLANEOUS PROVISIONS

8.1 Incorporation of Exhibits. All exhibits attached hereto and referred to herein are incorporated in this Agreement as though fully set forth in the body hereof.

8.2 Execution of Other Documents; Compliance with Regulations. The Parties will do all other things and will execute all documents which are reasonably necessary for the Closing to occur. Furthermore, the Parties will comply at their own expense with all applicable laws and governmental regulations required for the Closing to occur, including, but not limited to, any required filings with Governmental Authorities.

8.3 Affidavit of Non-Foreign Status. Seller shall execute and deliver to Escrow prior to the Closing an Affidavit of Non-foreign Status, in a form reasonably acceptable to Escrow, to provide Escrow with satisfactory evidence that Seller is not a foreign entity.

8.4 Notices. All notices, requests, demands and other communications given or required to be given under this Agreement shall be in writing, duly addressed to the parties as follows:

If to Buyer, at: Anaheim Union High School District

501 North Crescent Way  
Anaheim, CA 92801  
Attn: Dianne Poore  
Assistant Superintendent, Business Services  
Phone: 714-999-3555  
Fax: 714-520-9754

and

Parker & Covert LLP  
17862 East Seventeenth Street, Suite 204  
Tustin, CA 92780  
Attn: Douglas N. Yeoman, Esq.  
Phone: 714-573-0900  
Fax: 714-573-0998

If to Seller, at: Taormina Family Cap Fund LLC

128 West Sycamore Street  
Anaheim, CA 92805  
Attn: William Taormina  
Phone: 714-765-0360  
Fax: 714-765-0363

and

Surterre Properties  
1400 Newport Center Drive, Suite 100  
Newport Beach, CA 92660  
Attn: Kacey Taormina Elkins  
Phone: 949-717-7137  
Fax: 949-717-7337

and

Songstad Randall Coffee & Humphrey LLP  
2201 Dupont Drive, Suite 100  
Irvine, CA 92612  
Attn: Caroline Patterson  
Phone: 949-757-1600  
Fax: 949-757-1613

If to Title Insurer, at the address specified at Section 2.5 of this Agreement. If to Escrow Holder, at the address specified at Section 5.1 of this Agreement.

Any such notice shall be delivered by hand delivery, by overnight courier, by electronic facsimile transmission or by U.S. certified or registered mail (postage prepaid) and shall be deemed received when receipted for at the addressee's place of business (in the case of hand delivery), on the date of delivery confirmed by the overnight courier service (in the case of overnight courier delivery), when the recipient's facsimile machine acknowledges to the transmitting party receipt of all pages (in the case of facsimile transmission), and two (2) days after being posted with the U.S. mail (in the case of certified or registered snail delivery). Any Party may change its address for purposes of this Agreement by giving notice to the other Party and to Escrow Holder as provided in this Section.

8.5 Brokerage Fees. Buyer and Seller each represent and warrant that other than Kacey Elkins of Surterre Properties, no broker, salesman or finder has been engaged by it in connection with any of the transactions contemplated by this Agreement or, to its knowledge, is in any way connected with any of such transactions. Seller shall be responsible for any commission to Kacey Elkins of Surterre Properties pursuant to a separate written agreement. In the event of any other claim for broker's, consultant's or finder's fees or commissions in connection with the negotiation, execution or consummation of this Agreement, then Buyer shall indemnify, save harmless and defend Seller from and against such claim if it shall be based upon any statement, representation or agreement made by Buyer; and Seller shall indemnify, save harmless and defend Buyer from and against such claim if it shall be based upon any statement, representation or agreement made by Seller.



8.6 Assignment. Buyer may not assign, transfer or convey its rights or obligations under this Agreement at any time without the prior written consent of Seller, which consent Seller may withhold in its sole discretion.

8.7 Waiver. The waiver of any breach of any provision of this Agreement by Buyer or Seller shall not be deemed to be a waiver of any preceding or subsequent breach of the same or any other provision of this Agreement.

8.8 Relationship of Parties. The relationship of the Parties to this Agreement shall be solely that of Buyer and Seller, and nothing herein contained shall be construed otherwise.

8.9 Not for Benefit of Third Parties. This Agreement and every provision hereof is for the exclusive benefit of the Parties to this Agreement and not for the benefit of any third party.

8.10 Governing Law. This Agreement shall be construed in accordance with California laws.

8.11 Headings and References. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions of this Agreement. All uses of the words "Article(s)" and "Section(s)" in this Agreement are references to Articles and Sections of this Agreement, unless otherwise specified.

8.12 Severability. If any Article, Section, paragraph, sentence, clause or phrase contained in this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by a court of competent jurisdiction to be illegal, null or void or against public policy, the remaining Articles, Sections, paragraphs, sentences, clauses or phrases contained in this Agreement shall not be affected thereby.

8.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

8.14 REMEDIES.

(a) IF THIS TRANSACTION FAILS TO CLOSE BY THE CLOSING DATE DUE TO BUYER'S BREACH OF ANY OF ITS OBLIGATIONS HEREUNDER, THE INITIAL DEPOSIT PLUS, IF APPLICABLE, THAT PORTION OF THE SECOND DEPOSIT AND/OR THIRD DEPOSIT PAID BY BUYER TO ESCROW HOLDER PURSUANT TO SECTION 2.3 DIRECTLY ATTRIBUTABLE TO COSTS INCURRED AND EXPENDED BY OR ON BEHALF OF SELLER TOWARDS COMPLETING THE WORK REQUIRED BY **EXHIBIT "C"** SHALL BE RETAINED OR WILL BE DELIVERED TO SELLER IMMEDIATELY AS LIQUIDATED DAMAGES AS SELLER'S SOLE AND EXCLUSIVE REMEDY AT

LAW, WHICH SUM THE PARTIES AGREE IS A REASONABLE SUM CONSIDERING ALL OF THE CIRCUMSTANCES EXISTING ON THE DATE OF THIS AGREEMENT, INCLUDING THE RELATIONSHIP OF THE SUM TO THE RANGE OF HARM TO SELLER THAT REASONABLY COULD BE ANTICIPATED AND THE ANTICIPATION THAT PROOF OF ACTUAL DAMAGES WOULD BE COSTLY OR INCONVENIENT. IN PLACING THEIR INITIALS IN THE PLACES PROVIDED, EACH PARTY SPECIFICALLY CONFIRMS THE ACCURACY OF THE STATEMENT MADE ABOVE AND THE FACT THAT EACH PARTY WAS REPRESENTED BY COUNSEL WHO EXPLAINED THE CONSEQUENCES OF THIS LIQUIDATED DAMAGES PROVISION AT THE TIME THIS AGREEMENT WAS MADE.

THIS SECTION DOES NOT LIMIT SELLER'S RIGHTS OR REMEDIES (WHETHER ARISING AT LAW OR IN EQUITY) BASED UPON BUYER'S INDEMNITY OBLIGATIONS HEREUNDER, NOR SHALL IT LIMIT SELLER'S RIGHTS TO RECOVER ITS ATTORNEYS' FEES AND COSTS IN ACCORDANCE WITH THIS AGREEMENT.

\_\_\_\_\_  
SELLER'S INITIALS

\_\_\_\_\_  
BUYER'S INITIALS

(b) If Seller fails to perform any of its obligations hereunder for any reason other than Buyer's failure to tender performance of its obligations hereunder, and such failure remains uncured for a period of more than fifteen (15) days after Buyer has delivered to Seller a notice of default, then the following provision shall apply:

(i) Buyer shall, as its sole and exclusive remedy, either (i) terminate this Agreement and receive the return of the Deposit, or (ii) waive in writing the specific obligation or obligations which Seller fails to perform, in which event the Parties shall proceed to the Closing, or (iii) pursue an action for specific performance, provided that Buyer deposits the Purchase Price into Escrow, less the Deposit as established in Section 2.3, and that Buyer commence such an action within one hundred twenty (120) days after the Closing Date.

8.15 Day or Days. Whenever reference is made to "day" or "days" in this Agreement, all such references shall refer to calendar days unless otherwise specifically stated.

8.16 Timing. For purposes of this Agreement "business day" shall mean any day other than a Saturday, Sunday, California or national holiday, or other day on which commercial bankers in California are generally not open for business. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is not a

business day, in which event the period shall run to and include the next day which is a business day.

8.17 Attorneys' Fees. In the event of any action, arbitration, or suit between Buyer and Seller by reason of any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by award, final judgment, or out of court settlement shall be entitled to have and recover of and from the other party all costs and expenses of suit, including reasonable attorneys' fees. Any judgment, award, or order entered in any final judgment shall contain a specific provision providing for the recovery of all costs and expenses of suit, including actual attorneys' fees (collectively "Expenses") incurred in enforcing, perfecting and executing such judgment. For the purposes of this Section 7.17, Expenses shall include, without limitation, attorneys' fees, costs and expenses incurred in the following: (a) post-judgment motions and appeal; (b) contempt proceeding; (c) garnishment, levy, and debtor and third party examination; (d) discovery and appraisal; (e) bankruptcy litigation; and (f) obtaining release of funds from escrow.

8.18 Successors and Assigns. Subject to Section 8.6, all of the terms, covenants and conditions of this Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of Buyer and Seller hereunder.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties as of the date first written above which for all purposes shall be considered to be the date of this Agreement.

**BUYER:**

Anaheim Union High School District  
a political subdivision of the State of California

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

**SELLER:**

Taormina Family Capital Fund LLC

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

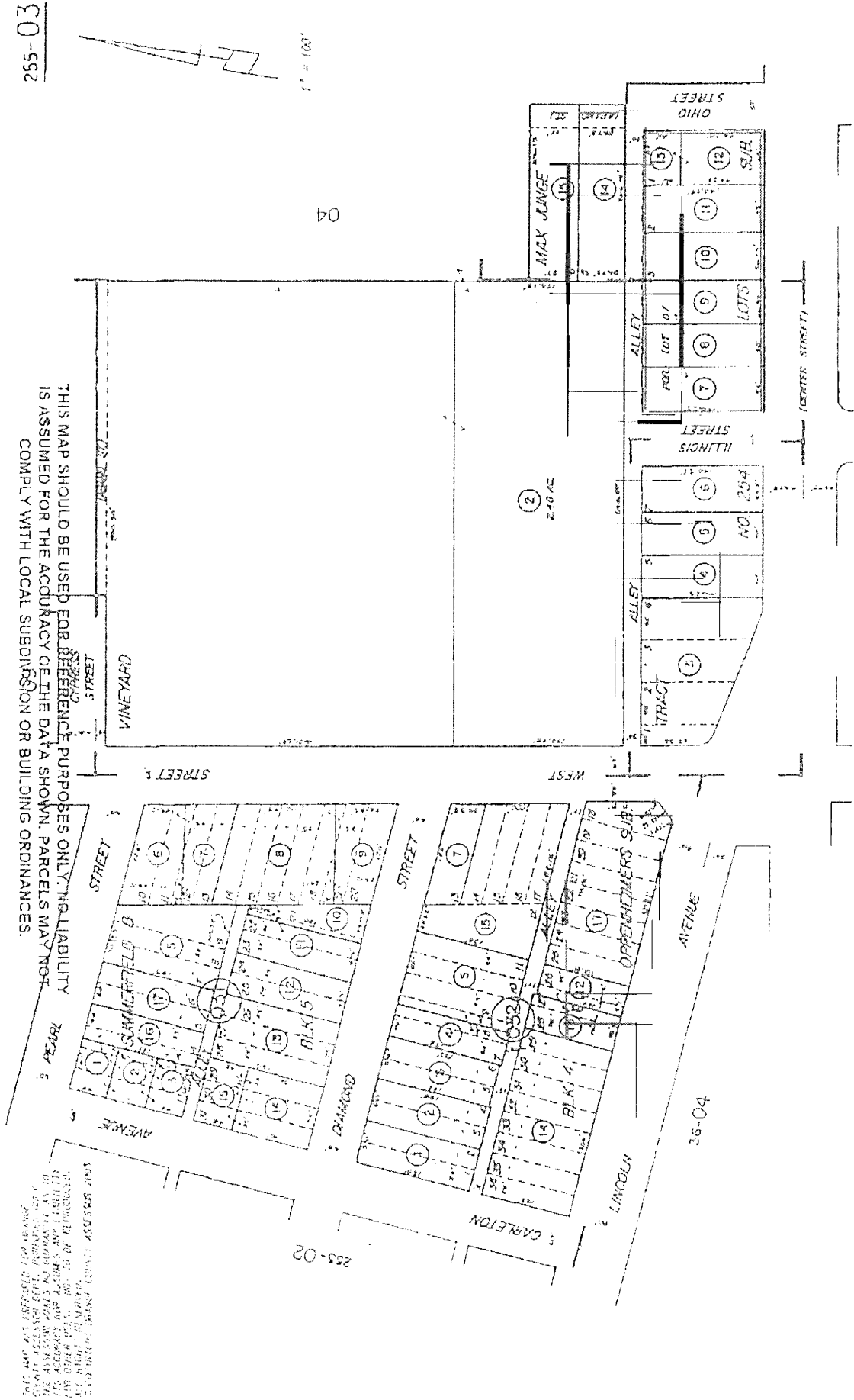
**EXHIBIT "A"**

**LEGAL DESCRIPTION OF PROPERTY**

LOTS 7, 8, 9, 10, 11, 12 AND 13 OF TRACT NO. 254, FIVE POINTS SUBDIVISION,  
IN THE CITY OF ANAHEIM, COUNTY OF ORANGE, STATE OF CALIFORNIA,  
AS SHOWN ON A MAP THEREOF RECORDED IN BOOK 13, PAGE 35, OF  
MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY.

**EXHIBIT "B"**  
**MAP OF PROPERTY**

THIS MAP SHOULD BE USED FOR REFERENCE PURPOSES ONLY. LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.



255-02

36-04

1" = 100'

04

21

## EXHIBIT “C”

### WORK

The Work to be performed by Seller prior to the Close of Escrow shall specifically include the work specified below (collectively referred to as the “Work”).

#### A. Structural Removal

1. The Property contains several structures which until recently were utilized for residential and commercial purposes by tenants pursuant to various lease and rental agreements between said tenants and Seller. Upon Seller causing all such lease and rental agreements to be terminated and all such tenants have vacated the Property, Seller, prior to the Close of Escrow on the Property, shall cause all such structures and foundations, including any remaining personal property located within the interior or exterior of each property to be properly removed from the Property.
2. Obtain all required permits and comply with all regulatory requirements to perform the Work, including but not limited to South Coast Air Quality Management District Rule 1403 for asbestos or lead abatement.

#### B. Site Clearing

1. Remove and haul away existing pavement surfaces such as concrete pavement, asphalt pavement, and pavers, including sub-base gravel sections that are within the Property.
2. Remove and dispose of existing trees, shrubs, turf, fence, debris, etc. from the Property.
3. Remove utility lines, boxes, valves, manholes, vaults, etc. (except for those located within easements).
4. To the extent permitted by DTSC, evenly spread the available soil on-site to fill footings and utility trenches maintaining insofar as possible positive drainage. No import of soil will be required.
5. Provide one application of weed control.

**C. Utilities**

1. All existing utility improvements serving the Property shall be properly capped-off at the property lines/street right-of-ways. Seller will provide Buyer with as-built/record plans to locate the location, size, depth, and type of the pipes. Seller shall coordinate and obtain approvals for all utility disconnections.
2. Coordinate with electrical company for relocation, protection and/or removal of power poles within the Property, as applicable.

**D. Other Obligations**

1. Seller shall install (a) six foot (6') high chain link temporary fencing, with screening installed, around the perimeter of the Property, and (b) two 12' wide double gates at Ohio Street and Illinois Street, prior to performing any work required by paragraphs A through C above, and maintain such fencing until the Close of Escrow after which Buyer shall be responsible for maintaining or removing the fencing. The final fencing locations shall be coordinated with Buyer.
2. Erosion control and maintenance of erosion control measures, including any and all obligations under the SWPPP/erosion control issued by the City of Anaheim, State Water Resources Control Board and other permitting agencies, if required, shall be maintained by Seller until the Close of Escrow, after which date Buyer shall assume all such responsibility.
3. General site security and repair of any damage done by third parties illegally accessing the Property, consisting of the maintenance of the temporary fencing noted under paragraph D.1. above and the disposal of any illegal dumping.
4. Protect in place all driveway approaches along Property boundary.
5. Prepare all required plans and obtain permit from the City of Anaheim and all other controlling/permitting agencies.



**EXHIBIT "D"**  
**ENTRY PERMIT**

## ENTRY AGREEMENT

**THIS ENTRY AGREEMENT** (the "Agreement") is made as of the 24th day of September, 2014 (the "Effective Date"), by and between ANAHEIM UNION HIGH SCHOOL DISTRICT, a California public school district ("School District"), and TAORMINA FAMILY CAPITAL FUND LLC, a California limited liability company ("Taormina").

### RECITALS

A. Taormina is the owner of that certain real property and the improvements comprising approximately one and six hundredths (1.06) acres, located between the northeast corner of North Illinois Street and West Lincoln Avenue and the northwest corner of North Ohio Street and West Lincoln Avenue, in the City of Anaheim, County of Orange, State of California, more particularly described on Exhibit "1" attached hereto (the "Property").

B. School District is currently negotiating with Taormina for the possible purchase the Property to be used by School District for the purpose of expanding the adjacent Anaheim High School site for public school purposes.

C. As part of its initial due diligence, School District desires to access the Property for the purposes of conducting such physical inspections, tests and studies as School District deems reasonably necessary for its review of the Property ("Inspections and Studies").

### AGREEMENT

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Taormina and the School District agree as follows:

1. Taormina hereby grants to School District and its authorized employees, agents, representatives, consultants and contractors, including but not limited to Ninyo & Moore collectively, the "School District Parties") a nonexclusive license to enter onto the Property, during normal business hours, for the purposes set forth in Recital C above and for no other purpose, subject to School District's strict compliance with the terms of this Agreement; provided, however, that School District's use of the Property shall not unduly interfere with the activities of the tenants currently occupying the Property. School District shall not permit any party, except for the School District Parties, to enter or use

the Property during the term of this Agreement without Taormina's prior written consent, which consent Taormina may withhold in its sole discretion.

2. Subject to the provisions for earlier termination set forth in Paragraph 10 below, the term of this Agreement ("Term") shall commence on the Effective Date and terminate on the earlier to occur of (i) the termination of negotiations between the parties for the purchase of the Property, (ii) the date in which escrow closes for School District's purchase of the Property, and (iii) the termination of the purchase and sale agreement between the parties for School District's purchase of the Property.

3. Within ten (10) days following the Effective Date, Taormina agrees to provide written notice to all existing tenants occupying any portion of the Property advising said tenants that Inspections and Studies will be performed on the Property and to cooperate fully with and grant reasonable access to School District's Representatives, consistent with Paragraph 4 below. Concurrent with this notice, Taormina will provide School District with the contact names, street addresses, and telephone numbers of all such tenants.

4. Prior to entering the Property, the School District Party shall give Taormina and the affected tenants no less than three (3) hours' notice. For purposes of giving notice under this Paragraph 4, the School District Party may, if needed, contact the affected individual(s) at the telephone number(s) which were provided to School District under Paragraph 3 above. In the event the School District Party encounters any difficulty, objection or interference when contacting any of the affected tenants, the School District Party may contact either of the following representatives of Taormina: Kacey Taormina Elkins, at (949) 717- 7137, or William Taormina, at (714) 765- 0360, who if contacted, agree to promptly assist the School District Party in gaining entry to the desired portion(s) of the Property so the required Inspections and Studies can be completed.

5. During the Term of this Agreement, the School District Parties shall cause or permit the introduction or release of any hazardous substances in, to, from, under or on the Property. In addition, School District, at its sole cost, expense, and liability, shall be responsible for any damage done to the Property by any School District Party. School District shall promptly repair and restore the Property to the same condition as that which existed prior to School District Parties' entry thereon.

6. While on the Property, the School District Parties shall comply and shall cause all of its representatives on the Property to comply with all applicable governmental laws and regulations.

7. School District shall not suffer or permit to be enforced against the Property, or any part thereof, any mechanic's, materialmen's, contractors' or subcontractor's liens or any claim for damage arising from or related to the Inspections

and Studies, but School District shall pay or cause to be paid all of said liens, claims or demands before any action is brought to enforce the same against the Property.

8. During the term of this Agreement, School District Parties shall, at its sole cost and expense, maintain with a reputable company or companies qualified to do business in California and reasonably acceptable to Taormina a policy of commercial general liability insurance covering the activities of School District and its representatives on the Property and naming Taormina as an additional insured, in an amount of note less than (i) One Million Dollars (\$1,000,000) per occurrence, and (ii) Two Million Dollars (\$2,000,000) in the aggregate. Certificates of insurance with respect to the foregoing shall be delivered to Taormina prior to School District Parties' entry onto the Property.

9. School District shall indemnify, defend and hold Taormina harmless from any actions, suits, liens, claims, damages, expenses, losses and liabilities (including reasonable attorney's fees and expenses) arising from or related to the School District Parties' entry onto the Property or the performance of the Inspections and Studies.

10. School District shall deliver to Taormina copies of all documents created pursuant to the Inspections and Studies (excluding internal documents of School District containing proprietary or privileged information).

11. If School District shall be in breach of any of its obligations under this Agreement, Taormina shall have the right to terminate this Agreement by written notice to School District effective upon the date of such notice. School District acknowledges that this Agreement is solely a license and that School District has no rights as an owner, purchaser or tenant by virtue hereof. Upon termination of this Agreement for any reason, School District shall promptly vacate the Property. No termination or expiration of this license shall relieve School District of its obligations to perform those acts required to be performed either prior to or after its termination.

12. This Agreement cannot be assigned by School District, whether voluntarily or by operation of law, and School District shall not permit the use of the Property, or any part thereof, except in strict compliance with the provisions hereof.

13. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations and understandings of the parties hereto, oral or written, are hereby superseded and merged herein. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

14. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of California.

15. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. Neither this instrument nor a short form memorandum or assignment hereof shall be filed or recorded in any public office.

16. In the event of any action, arbitration, or suit between the parties by reason of any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by award, final judgment, or out of court settlement shall be entitled to have and recover of and from the other party all costs and expenses of suit, including reasonable attorneys' fees. Any judgment, award, or order entered in any final judgment shall contain a specific provision providing for the recovery of all costs and expenses of suit, including actual attorneys' fees (collectively "Expenses") incurred in enforcing, perfecting and executing such judgment. For the purposes of this Section 16, Expenses shall include, without limitation, attorneys' fees, costs and expenses incurred in the following: (a) post-judgment motions and appeal; (b) contempt proceeding; (c) garnishment, levy, and debtor and third party examination; (d) discovery and appraisal; (e) bankruptcy litigation; and (f) obtaining release of funds from escrow.

17. Any approval, disapproval, demand, document or other notice ("Notice") which any party may desire to give to any other party shall be in writing and shall be delivered by hand delivery, by overnight courier, or by U.S. certified or registered mail (postage prepaid) and shall be deemed received when receipted for at the addressee's place of business (in the case of hand delivery), on the date of delivery confirmed by the overnight courier service (in the case of overnight courier delivery), and two (2) days after being posted with the U.S. mail (in the case of certified or registered mail delivery). All such notices shall be delivered to the following addresses (or at any other address as a party may later designate):

If to the School District: Anaheim Union High School District  
501 North Crescent Way  
Anaheim, California 92801  
Attention: Dianne Poore,  
Assistant Superintendent, Business Services

If to Taormina: Taormina Family Capital Fund LLC  
128 West Sycamore Street  
Anaheim, California 92805  
Attention: William Taormina

**IN WITNESS WHEREOF**, Taormina and the School District have executed this Agreement as of the day and year first above written.

**SCHOOL DISTRICT:**

Anaheim Union High School District  
a California public school district

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

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

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

**TAORMINA:**

Taormina Family Capital Fund LLC  
a California limited liability company

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

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

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

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

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

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

**EXHIBIT "1" TO ENTRY PERMIT**

**DESCRIPTION OF PROPERTY**

LOTS 7, 8, 9, 10, 11, 12 AND 13 OF TRACT NO. 254, FIVE POINTS SUBDIVISION,  
IN THE CITY OF ANAHEIM, COUNTY OF ORANGE, STATE OF CALIFORNIA,  
AS SHOWN ON A MAP THEREOF RECORDED IN BOOK 13, PAGE 35, OF  
MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY.

**EXHIBIT "E"**  
**GRANT DEED**



RECORDING REQUESTED BY AND WHEN

RECORDED MAIL THIS GRANT DEED

AND ALL TAX STATEMENTS TO:

Anaheim Union High School District  
501 North Crescent Way  
Anaheim, California 92801  
Attn: Michael Matsuda,  
Superintendent

GRANT DEED

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, Taormina Family Capital Fund LLC, a California limited liability company (“Grantor”), hereby grants to the Anaheim Union High School District, a political subdivision of the State of California (“Grantee”), that certain real property located in the City of Anaheim, County of Orange, State of California, as more particularly described in **Exhibit “1”** attached hereto and incorporated herein by this reference.

This conveyance is made subject to all matters of public record.

IN WITNESS HEREOF, this instrument is executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

GRANTOR:  
Taormina Family Capital Fund LLC  
a California limited liability company

[PLEASE NOTARIZE SIGNATURES]

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

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

**EXHIBIT "1" TO GRANT DEED**

**LEGAL DESCRIPTION OF PROPERTY**

LOTS 7, 8, 9, 10, 11, 12 AND 13 OF TRACT NO. 254, FIVE POINTS SUBDIVISION,  
IN THE CITY OF ANAHEIM, COUNTY OF ORANGE, STATE OF CALIFORNIA,  
AS SHOWN ON A MAP THEREOF RECORDED IN BOOK 13, PAGE 35, OF  
MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY.

**EXHIBIT “F”**  
**STANDARD ESCROW PROVISIONS**

[TO BE INSERTED]

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EXHIBIT “D”	ENTRY PERMIT
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EXHIBIT “F”	STANDARD ESCROW PROVISIONS



EXHIBIT C  
11719 Volente Road, Suite 6  
Austin, TX 78726  
p 1.800.749.5086  
p 512.219.7619  
f 512.219.7728  
www.hayesoft.com

# TIPWeb

## Software License Agreement

between

Hayes Software Systems

and

Anaheim Union High School District

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This AGREEMENT (the "Agreement") is made as of September 24, 2014 ("Effective Date"), between Hayes Software Systems, a Texas corporation with its principal place of business at 12007 Research Blvd, Ste 103, Austin, TX 78759 ("HAYES"), and Anaheim Union High School District, 501 N. Crescent Way, Anaheim, CA, 92801 ("CUSTOMER").

WHEREAS, HAYES is an educational software company that develops, distributes and licenses the use of educational software and provides hosting, training and other consulting services for K-12 education;

WHEREAS, CUSTOMER desires to license and/or purchase certain products and services from HAYES upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, the parties hereto agree as follows:

## SECTION 1

### 1.1 Grant of License.

(a) As used in this Agreement, "Licensed Software" means HAYES' proprietary software described in **Exhibit A**, including all updates, corrections and revisions to the software as supplied by HAYES. Subject to the terms and conditions of this Agreement, HAYES hereby grants to CUSTOMER a non-exclusive, worldwide, nontransferable, non-assignable, non-sublicensable, royalty-free, limited license to the Licensed Software for CUSTOMER's internal use at CUSTOMER's Licensed Site(s) designated in **Exhibit B**. CUSTOMER shall not sell, lease, license or otherwise transfer, use or dispose of the Licensed Software except as expressly provided herein. CUSTOMER shall not make any alterations, additions or modifications to the Licensed Software without the prior written consent of HAYES in its sole discretion; and, if such permission is granted, all right, title and interest in and to such alterations, additions or modifications shall become the property of, and are hereby assigned to, HAYES. CUSTOMER will not decompile, disassemble or reverse engineer any software included within the Licensed Software.

(b) This grant of license is based upon use of the Licensed Software only at the Licensed Sites. CUSTOMER agrees to pay HAYES additional fees as set forth in **Exhibit E** (the "Additional Fees") to expand use of the License Software to other sites, including but not limited to additional license fees, additional implementation fees, and additional professional development (training) fees. An Amendment to **Exhibit B** of the Agreement shall be executed by both parties prior to HAYES invoicing CUSTOMER for, or providing access to, the Licensed Software for new sites added to this Agreement.

(c) The Licensed Software can be purchased with varying levels of functionality. HAYES grants CUSTOMER the license to use the Licensed Software with the Licensed Software Functionality defined and designated in **Exhibit B**. At CUSTOMER's sole discretion and via a mutually executed Amendment to **Exhibit B**, CUSTOMER may modify the Licensed Software Functionality designations for Licensed Sites by paying HAYES Additional Fees set forth in **Exhibit E**.

(d) CUSTOMER will, upon HAYES' reasonable request but not more than once in any calendar year, permit HAYES or its authorized agents, at HAYES' own expense, to audit the number of Licensed Sites using the Licensed Software. Audits shall be conducted without unreasonably disturbing CUSTOMER operations. Any information received during such audit will be deemed Confidential Information (as defined below) and may not be used or disclosed by HAYES or its authorized agents for any purposes other than determining the accuracy of payments made to HAYES and for enforcing HAYES' rights under this Agreement.

### 1.2 Implementation of Licensed Software.

(a) Subject to CUSTOMER's delivery of all information requested by HAYES, HAYES will provide implementation services, as described in **Exhibit C**. In no event shall HAYES be liable to CUSTOMER for any expenses incurred or damages resulting from any delay in the delivery of the Licensed Software beyond HAYES' reasonable control.

(b) CUSTOMER will designate the following in **Exhibit F**:

- (i) CUSTOMER's primary address.
- (ii) A Contract Coordinator who is authorized to handle all issues concerning this Agreement.
- (iii) A "Billing Contact" to whom HAYES shall submit all invoices.

### 1.3 Licensed Software Maintenance.

(a) Subject to the terms and conditions of this Agreement, HAYES shall provide maintenance to the Licensed Software. In connection therewith, HAYES shall correct all material errors, malfunctions and defects in the Licensed Software within a reasonable period of time after CUSTOMER gives HAYES written notice thereof, which includes sufficient information to diagnose such problems.

(b) As part of HAYES' maintenance obligations, HAYES shall provide CUSTOMER with upgrades to the Licensed Software as they become available to HAYES' customers generally, and at minimum one upgrade per year.

(c) It is understood, agreed and acknowledged by CUSTOMER that in accordance with routine maintenance, updates and fixes, HAYES may change or modify any aspect of the Licensed Software as long as such modification does not materially alter the functionality of the Licensed Software. HAYES shall make a commercially reasonable effort to provide access to the Licensed Software at all times but does not warrant that it will be uninterrupted or that the Licensed Software shall be error-free, except as otherwise warranted hereunder.

(d) As part of HAYES' maintenance obligations, HAYES shall provide product support for all users of the Licensed Software at Licensed Sites by phone (800-495-5993), or by e-mail ([support@hayessoft.com](mailto:support@hayessoft.com)) Product support shall be available 8 a.m. to 5:00 p.m., Central Time, Monday through Friday, excluding holidays observed by HAYES. HAYES shall provide additional hours of support at HAYES' sole discretion.

## SECTION 2

### 2.1 Fees.

(a) CUSTOMER shall pay to HAYES the license fees (the "License Fees") and such other fees agreed upon in writing by the parties (which, together with the License Fees and any Additional Fees, are collectively referred to herein as the "Fees") as set forth in **Exhibit E**. Notwithstanding other provisions of this Agreement, CUSTOMER's failure to timely pay all Fees as described in **Exhibit E** shall be deemed a material breach of this Agreement.

(b) CUSTOMER's rights to access the Licensed Software under this Agreement shall cease if CUSTOMER fails to timely pay the Fees provided in this Agreement.

## SECTION 3

### 3.1 Term and Termination.

(a) This Agreement shall enter into force on the Effective Date, and shall remain in force for the duration of the Term as defined in **Exhibit A**, unless sooner terminated by HAYES or CUSTOMER pursuant to the terms of this Agreement.

(b) HAYES shall have the right to terminate this Agreement and all products and/or services provided under this Agreement, the Exhibits hereto or any SOWs if

(i) CUSTOMER fails to cure a material breach of this Agreement within thirty (30) days after having received written notice of such breach from HAYES, except that the time to cure for the non-payment of the Fees shall be ten (10) days; or

(ii) HAYES' license or other rights to the Licensed Software is at any time terminated.

In the event of a termination pursuant to clause (i) of this Section 3.1(b), CUSTOMER shall promptly pay to HAYES the undisputed amount of all Fees due under this Agreement; and in the event of a termination pursuant to clause (ii) of this Section 3.1(b) CUSTOMER shall promptly pay to HAYES the pro-rata portion of the Fees for all services provided through the effective date of termination, if not previously paid.

(c) CUSTOMER shall have the right to terminate this Agreement

(i) if HAYES is in material breach of any provision of this Agreement and HAYES fails to cure such material breach within thirty (30) days after receiving detailed written notice of HAYES' material breach specifying the breach;



except that HAYES shall not be deemed in breach, and shall have no obligations to cure, if CUSTOMER modifies or changes the Licensed Software in any way. HAYES' failure to maintain its license or other rights to the Licensed Software shall not be deemed a breach of this Agreement if HAYES, at its option, provides CUSTOMER with software substantially similar to the Licensed Software.

(ii) if HAYES files for bankruptcy.

(iii) at the end of any fiscal year in the event that CUSTOMER's governing Board fails to appropriate funds for this Agreement (and any subsequent SOW) for the following fiscal year.

(iv) for convenience and without cause upon ninety (90) days notice.

(d) In the event of a termination pursuant to this Section 3(c), CUSTOMER shall promptly pay to HAYES the pro-rata portion of the unpaid Fees for all products and services provided through the date of termination.

(e) If CUSTOMER opts to host the Licensed Software on CUSTOMER's servers in a location of CUSTOMER's choosing ("CUSTOMER-Hosted"), in the event of termination of this Agreement, CUSTOMER will remove from its servers and return or destroy all copies of the Licensed Software within five days after the effective date of such termination. CUSTOMER shall provide a certificate to HAYES, within three days after receiving a written request thereof, certifying that all copies of the Licensed Software have been returned or destroyed.

## SECTION 4

### 4.1 HAYES' Representations and Warranties.

(a) HAYES represents and warrants to CUSTOMER:

(i) that to HAYES' knowledge, neither the Licensed Software nor the exercise by CUSTOMER of any of the rights granted hereunder will infringe any known or hereinafter existing worldwide copyrights, patents, trademarks, trade secrets, uniform resource locators, trade dress, brand features, know-how, moral rights, contract rights or other proprietary rights ("Intellectual Property") of any third party. HAYES will defend, indemnify and hold harmless the CUSTOMER from any action based on a claim that CUSTOMER's use of the Licensed Software infringes any patent, copyright or trade secret of any third party; and

(ii) that the Licensed Software shall substantially conform in all material respects to the specifications contained herein and any customization to the Licensed Software furnished by HAYES pursuant to a SOW shall substantially conform in all material respects to any specifications agreed to in writing by the parties with respect to such customization.

(b) HAYES' sole liability for any breach of the performance warranty in this Section 4.1 will be, in HAYES' sole discretion:

(i) to repair or replace CUSTOMER's defective Licensed Software; or

(ii) to refund to CUSTOMER all fees actually paid pursuant to this Agreement, in which case this Agreement and CUSTOMER's right to use the Licensed Software will be terminated.

HAYES will use its commercially reasonable best efforts to repair, replace, or advise pursuant to the warranty set forth in this Section 4.1. Notwithstanding the foregoing, HAYES shall not be in default hereunder as long as it is diligently pursuing the fulfillment of its warranty obligation.

(c) HAYES will have no warranty obligation unless:

(i) CUSTOMER informs HAYES in writing during the Term of the Agreement of a failure of the Licensed Software to perform as described in **Exhibit A**; and

(ii) CUSTOMER has not introduced other equipment or software creating an adverse impact on the Licensed Software; and

- (iii) CUSTOMER has paid all amounts due hereunder and is not in breach or default of any provision of this Agreement; and
- (iv) If CUSTOMER opts for a CUSTOMER-Hosted installation:
  - a. CUSTOMER has properly installed or approved the installation of all bug fixes, updates, upgrades and releases made available by HAYES with respect to the Licensed Software and any updates recommended by HAYES with respect to any third party software products (including operating system software) that materially affect the performance of the Licensed Software; and
  - b. CUSTOMER has properly maintained all associated equipment, software and environmental conditions in accordance with applicable specifications and industry standards; and
  - c. CUSTOMER has not introduced other equipment or software creating an adverse impact on the Licensed Software.

(d) THE WARRANTIES SET FORTH IN THIS SECTION 4.1 ARE LIMITED WARRANTIES AND ARE THE ONLY WARRANTIES MADE BY HAYES. HAYES EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EXCEPT TO THE EXTENT THAT ANY WARRANTIES IMPLIED BY LAW CANNOT BE VALIDLY DISCLAIMED. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS SECTION, THE LICENSED SOFTWARE IS PROVIDED "AS IS" AND "WITH ALL FAULTS". THE EXPRESS WARRANTIES IN THIS SECTION 4.1 DO NOT APPLY TO DAMAGE RESULTING FROM MISUSE, ABUSE OR COMPUTER OR ELECTRICAL MALFUNCTION, OR IF THE LICENSED SOFTWARE HAS BEEN INSTALLED, USED, MODIFIED OR OPERATED OTHER THAN IN ACCORDANCE WITH INSTRUCTIONS FURNISHED BY HAYES OR OTHER THAN AS PERMITTED BY THIS AGREEMENT. HAYES DOES NOT WARRANT THE CUSTOMER'S USE OF THE LICENSED SOFTWARE WILL BE ERROR-FREE, UNINTERRUPTED, VIRUS-FREE, OR SECURE. CUSTOMER ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES IN THIS AGREEMENT. THE PROVISIONS OF THIS SECTION SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT. NO REPRESENTATIVE, AGENT, EMPLOYEE OR OTHER PERSON IS AUTHORIZED TO MAKE ANY MODIFICATIONS, EXTENSIONS, OR ADDITIONS TO THIS WARRANTY.

(e) If any modifications are made to the Licensed Software by any person or entity other than HAYES or if CUSTOMER breaches a material provision of this Agreement, any warranty provided for in this Agreement shall immediately be terminated. In addition, the warranty granted herein shall terminate if the Licensed Software is used on or in conjunction with hardware or software other than the hardware platform and software operating systems with which the Licensed Software was designed to be used, as described on **Exhibit D**.

**4.2. CUSTOMER's Representations and Warranties.** CUSTOMER represents and warrants to HAYES the following:

- (a) that it has full power and authority to enter into and perform its obligations under this Agreement and to grant the rights herein granted, and that such power and authority are not limited or restricted by any agreements or understandings between CUSTOMER and third parties;
- (b) that it has adequate funds to meet its obligations under this Agreement and that such funds for the first annual payment (through the current fiscal year) have been reserved for payment of CUSTOMER's obligations to HAYES hereunder; and
- (c) that the materials and information provided by CUSTOMER to HAYES hereunder shall not violate or infringe upon any Intellectual Property rights of any third party.

**4.3 Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY OR ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE RESPONSIBLE OR LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING WITHOUT LIMITATION, LOST OR ANTICIPATED PROFITS, LOST DATA OR INTERRUPTION OF BUSINESS RELATED TO THIS AGREEMENT OR RESULTING FROM CUSTOMER'S USE, DELAY OR INABILITY TO USE THE SOFTWARE OR LOSS OF INFORMATION ARISING FROM ANY CAUSE OF ACTION WHATSOEVER, INCLUDING CONTRACT, WARRANTY, STRICT LIABILITY, OR NEGLIGENCE, EVEN IF FORESEEABLE AND THE OTHER PARTY HAD BEEN INFORMED OF THE POSSIBILITY THEREOF AND

REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE. HAYES' OBLIGATION TO PAY ANY DAMAGES WILL IN ANY EVENT BE LIMITED TO A RETURN OF ANY FEES ACTUALLY PAID BY CUSTOMER TO HAYES.

## SECTION 5

### 5.1 Confidential Information.

(a) The parties recognize and acknowledge that this Agreement creates a confidential relationship between the parties and that to the extent permitted by law, the terms of this Agreement and information concerning each party's business affairs, products, software research and development, inventions, processes, techniques, designs, marketing and technical information, finances, properties, methods of operation, computer programs, and documentation, and other such information, whether written, oral, or otherwise (collectively, "Confidential Information"), is confidential and proprietary. Confidential Information includes all student information and records and shall remain confidential by both parties as required under the Family Educational and Privacy Rights Act ("FERPA"). Confidential Information shall not include information that is publicly known without breach of this Agreement, information already known to the receiving party before disclosure as evidenced by the receiving party's written records, or information that is subject to disclosure by law (including this Agreement).

(b) During the Term, and for two (2) years after the termination or expiration of this Agreement for whatever reason, the parties agree and shall take all reasonable steps to hold all Confidential Information in trust and confidence and, except as may be authorized in writing, shall not use Confidential Information for any purpose other than the performance of the various services under this Agreement, nor disclose Confidential Information to any other person, company or entity. Notwithstanding the foregoing, the parties recognize and acknowledge that the Confidential Information related to the Licensed Software (including but not limited to functionality, specifications, research and development, inventions, techniques, and designs) and to student records confidential under FERPA will be maintained as Confidential Information by both parties in perpetuity.

## SECTION 6

### 6.1 Ownership.

(a) HAYES acknowledges and agrees that CUSTOMER retains ownership of all CUSTOMER-specific data added to the Licensed Software database after installation, ("Customer Data"). CUSTOMER may request a copy of Customer Data in electronic format at any time. HAYES must submit a copy of Customer Data to CUSTOMER in electronic format within seven (7) days of a written request by CUSTOMER, such requests not to exceed one per month.

(b) HAYES will not sell or provide Customer Data to any third party for any reason without the prior written direction of CUSTOMER.

(c) CUSTOMER acknowledges and agrees that HAYES may access, view and use Customer Data to:

- (i) Monitor and measure the effectiveness of the Licensed Software and supporting hardware;
- (ii) Monitor compliance by CUSTOMER with this Agreement;
- (iii) Provide technical support to CUSTOMER; and

(iv) If CUSTOMER opts to host the Licensed Software on HAYES' servers in a HAYES-designated data center ("HAYES-Hosted"), perform regular back-up security functions in an effort to protect Customer Data from loss.

(d) All Licensed Software and any and all modifications, bug fixes, updates and releases provided by HAYES, and all worldwide Intellectual Property rights therein, are and shall remain the exclusive property of HAYES and its licensors. The parties expressly agree that any and all services provided by HAYES under this Agreement shall not be considered works-made-for-hire, as that term is defined in the U.S. Copyright Act (17 U.S.C. § 101, et. seq.), and all ownership rights relating to the Licensed Software and any modifications thereto resulting from the services of HAYES shall remain vested in HAYES. CUSTOMER acknowledges and agrees that all Intellectual Property rights of whatever nature in the Licensed

Software, the source code relating to the Licensed Software, and any and all derivative works relating to the Licensed Software, are and shall remain the property of HAYES, and nothing in this Agreement should be construed as transferring any aspects of such rights to CUSTOMER or any third party.

(e) CUSTOMER understands that a bankruptcy filing, merger or acquisition may or may not result in the termination of HAYES' rights to the Licensed Software. If HAYES' rights to the Licensed Software are not terminated, the provisions of this Agreement shall withstand such event. If HAYES' rights to the Licensed Software are terminated, the provisions of this Agreement shall be transferred to the new owner of the Licensed Software. CUSTOMER's rights pursuant to this Agreement shall survive such an event.

**6.2** CUSTOMER agrees that access to the Licensed Software is limited to internal use solely by employees or independent contractors of the CUSTOMER ("Users"). CUSTOMER shall not permit Users or any third party to:

(a) gain unauthorized access to any portion of the Licensed Software for which the CUSTOMER is not licensed;

(b) violate or attempt to violate the security of the Licensed Software or the HAYES website, including without limitation,

(i) attempting to probe, scan, or test the vulnerability of a system or network or to breach security or authentication measures;

(ii) introducing any harmful code or virus into the Licensed Software or otherwise hacking into the Licensed Software's server(s); or

(iii) creating a false identity for the purpose of misleading HAYES as to the identity of the user who is accessing the Licensed Software.

## SECTION 7

**7.1 Responsibilities.** The parties hereto agree that CUSTOMER is solely responsible for:

(a) the collection of all personal information and data delivered to HAYES;

(b) verification of the accuracy of all personal information and data;

(c) correction of any mistakes or other errors or inaccuracies in the personal information and Customer Data;

(d) compliance with the Children's Online Privacy Protection Act of 1998; and

(e) the use and integrity over the dissemination of all personal information and data.

## SECTION 8

**8.1 Consultant Not an Employee.** HAYES and its employees are private contractors and not employees of CUSTOMER. Nothing contained herein shall be construed to imply a partnership, joint venture, or principal and agent relationship between the parties, and neither party shall have any right, power or authority to create any obligation, express or implied, on behalf of the other in connection with its performance hereunder or otherwise.

**8.2 Additional Products and Services.** CUSTOMER, pursuant to written SOWs signed by both parties hereto, may purchase additional software, hardware, training, or consulting services for further implementation, but not included in this Agreement. Unless otherwise specified, the SOWs shall incorporate all of the terms and conditions of this Agreement.

**8.3 Governing Law and Venue.** The parties hereto agree that venue for any and all disputes, claims or controversies arising out of or relating to this Agreement, the relationship between the parties, or the services performed, shall lie in a court of competent jurisdiction in the county indicated in **Exhibit A**.

**8.4 Severability.** In the event a court or authority of competent jurisdiction holds any portion of this Agreement to be invalid, illegal, or unenforceable by final judgment, the unenforceable provision will be severed from the remainder of this Agreement and the remaining provisions will, subject to the discretion of such court or authority in light of the intentions of the parties, be deemed in full force and effect as if they had been executed by both parties subsequent to the invalid provision being deleted.

**8.5 Amendment.** This Agreement may be modified, altered or amended only by a written instrument duly executed by both parties.

**8.6 Use of Subcontractors.** At various times, HAYES, as it deems necessary and commercially reasonable, may subcontract various portions of the services.

**8.7 Force Majeure.** Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement, if such delay or failure arises by any reason beyond its reasonable control, including any acts of God, events of war, acts of terrorism, riots, fire, flood, earthquake, explosion or other natural disasters. The obligation that cannot be performed shall be delayed until it can be performed, including interruption or termination of service by the Internet access provider being used by CUSTOMER. The party claiming excusable delay must promptly notify the other party, in writing, of such delay. If the delay of a material obligation under this Agreement continues for more than forty-five (45) days, the other party may terminate this Agreement by giving fifteen (15) days written notice to the delaying party, provided, however, that this Agreement will not terminate if the party claiming excusable delay substantially performs the material obligation within such fifteen (15) days.

**8.8 Successors and Assigns.** Neither party may assign its rights or obligations under this Agreement to any other person or entity without the other's consent, except that HAYES may assign its rights or obligations hereunder to an affiliate, or as part of a corporate or other reorganization, or in connection with a merger or sale of substantially all of HAYES' assets. This Agreement will inure to the benefit of and be binding on the parties and their respective successors and assigns.

**8.9 Notices.** All notices and other communications under this Agreement must be in writing and given by hand delivery, fax, or overnight courier, or registered or certified mail postage prepaid return receipt requested, to the parties at their respective addresses above, or to such other addresses as they may, respectively, furnish by such notice. Such communications will be effective upon actual receipt.

**8.10 Disclosure.** The parties may disclose to third parties that they have entered into this Agreement (including a general description of the Licensed Software) but shall not, and shall not permit any of their respective agents, employees or advisors to, disclose the confidential terms of this Agreement without the prior written consent of the other party.

**8.11 Legal Fees.** In the event any action or proceeding between the parties hereto arises pursuant to the provisions of this Agreement, the prevailing party shall be entitled to recover its reasonable legal fees, cost and expenses incurred from the non-prevailing party.

**8.12 Construction.** The Section headings in this Agreement are solely for convenience and will not be considered in its interpretation. The Exhibits attached to this Agreement are incorporated herein as if set forth herein in full. This Agreement has been reviewed and negotiated by the parties and each party has had the opportunity to review this Agreement with counsel of its own choosing; accordingly, this Agreement shall not be construed strictly for or against either party.

**8.13 Entire Agreement.** This Agreement is the complete Agreement between the parties and supersedes all prior proposals, understandings and all other agreements, oral or written, between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

**For: Hayes Software Systems**

By: Michael J. Hayes



\_\_\_\_\_

Title: President/  
Chief Executive Officer

Date: August 25, 2014

Federal Tax ID# 74-2576112

**For: Anaheim Union High School District**

By: Dianne Poore  
Print Name

\_\_\_\_\_

Signature

Title: Assistant Superintendent, Business Services

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

## EXHIBIT A: DEFINITIONS

**The “Term”:** Beginning on the Effective Date, and continuing for a total of (5) one-year terms thereafter.

**Governing Law and Venue:** 0 County

**The “Licensed Software”:**

TIPWeb ©: A web-based software platform that includes a database and software foundation routines upon which various function-specific applications are built and executed.

TIPWeb-IM ©: A web-based software program, built on the TIPWeb platform, that facilitates ordering and tracking of instructional materials. TIPWeb-IM, as part of the Licensed Software, includes all object code, executables, utilities, databases, and other computer files implemented as part of the TIPWeb-IM solution.

EVA Import ©: A customized software utility that provides automated updates of student and teacher demographic, schedule and course data (“Required Data”) by retrieving Required Data directly from CUSTOMER’s Student Information System database.

EXHIBIT B: LICENSED SITES AND FUNCTIONALITY DESIGNATIONS

The following designates the list of CUSTOMER’s Licensed Sites and their Licensed Software Functionality as defined below:

<b>TIPWeb-IM Licensed Site Description</b>	<b>Full Featured License</b>	<b>Inventory Only License</b>
District Office	1	n/a
Secondary Schools	18	0
Elementary Schools	0	0

**TIPWeb-IM Licensed Software Functionality:**

**Full Featured License:**

All features of the TIPWeb-IM Licensed Software are available for use for each Licensed Site assigned to this level of functionality.

**Inventory Only License:**

Licensed Site(s) assigned to this level of functionality are restricted to use the TIPWeb-IM Licensed Software for the purposes of ordering, transfers, returns and other inventory count adjustments. **Licensed Site(s) assigned to this level of functionality shall not use the Licensed Software for recording distributions to students or teachers.**



## EXHIBIT C: SCOPE OF SERVICES

CUSTOMER has opted to have HAYES install and maintain the Licensed Software on servers in HAYES' designated secure data center ("HAYES-Hosted").

### C.1 Licensed Software Installation

- (a) HAYES will provide CUSTOMER access to (1) instance of the latest version of the Licensed Software hosted on HAYES' servers.
- (b) Service Level Commitment
  - (i) While this Agreement is in effect, HAYES will endeavor to offer the Licensed Software at an availability of 99.9% or greater from 7:00 AM until 8:00 PM on business days in CUSTOMER's time zone, measured on a monthly basis, except for periods of unavailability due to
    - a. actions by CUSTOMER
    - b. malfunctions or defects in CUSTOMER's computer systems or Internet access
    - c. the general unavailability of the Internet
    - d. scheduled or emergency maintenance for which HAYES has provided CUSTOMER with at least 24 hours prior written notice, and
    - e. any circumstance or event beyond HAYES' reasonable control (the "Service Level Commitment").
  - (ii) HAYES reserves the right to amend the Service Level Commitment from time to time, subject to prior approval by CUSTOMER. If CUSTOMER does not agree to the amendment to the Service Level Commitment, CUSTOMER may terminate this Agreement and shall pay the pro-rata amount of undisputed Fees, as defined in **Section 2**, due but not yet paid up to the time of termination. HAYES will refund the pro-rata portion of any pre-paid annual maintenance fee for the months of service remaining in the term.
  - (iii) CUSTOMER agrees to promptly notify HAYES of any unavailability of the Licensed Software that CUSTOMER believes is the responsibility of HAYES.
  - (iv) CUSTOMER agrees to cooperate with HAYES to diagnose and repair the cause of any unavailability of the Licensed Software.
  - (v) It is understood, agreed and acknowledged by CUSTOMER that HAYES shall from time to time perform routine maintenance on computer servers that host CUSTOMER's data and Licensed Software. Prior to any routine maintenance, HAYES will notify CUSTOMER's designated Primary User as to the scheduled maintenance estimated date and time. Under no circumstances shall routine maintenance, communicated to CUSTOMER in advance, and conducted during non-business hours, be considered a reduction in availability as referred to in this Agreement.
  - (vi) If the availability of the Licensed Software falls below the Service Level Commitment for any given month, then HAYES will provide CUSTOMER with a credit (the "Service Credit") as follows:
    - a. if the availability for a given month is greater than 90.0%, but less than the Service Level Commitment, then the Service Credit for such month shall be equal to 1/2 of one month, and
    - b. if the availability for a given month is 89.9% or lower, then the Service Credit for such month shall be equal to a full month.
  - (vii) The Service Credit will be used to automatically extend the term of this Agreement for the number of months or partial months of the Service Credit. In no event will the Service Credit result in a refund to CUSTOMER of dues previously paid or an abatement of fees yet due. The Service Credit shall be CUSTOMER's sole and exclusive remedy for claims related to the availability of the Licensed Software.

## C.2 EVA Import

- (a) HAYES shall implement a customized EVA Import software program to obtain Required Data from CUSTOMER's Student Information System (SIS) or existing data warehouse ("Data Source").
- (b) The EVA application requires a database to be located on a server on CUSTOMER's network, including SQL Server with Windows Server 2012 installed ("Customer Server"). Customer Server need not be dedicated to EVA. EVA will move the Required Data from the Data Source to a database on the Customer Server. There the Required Data is transformed and securely sent to the Licensed Software Server. The EVA application requires minimal resources on the Customer Server.
- (c) HAYES will attempt to customize EVA Import to automatically retrieve the Required Data from CUSTOMER's Data Source and transfer it to the Licensed Software automatically ("Automated Processing").
- (d) If HAYES is unable to execute Automated Processing due to lack of access to CUSTOMER's Data Source, proprietary and/or confidential Data Source tables, or other reasons beyond HAYES' control, Hayes will provide CUSTOMER's technical staff with all necessary data file formats for Required Data. CUSTOMER technical staff will produce the Required Data from the Data Source in the file formats designated by HAYES. HAYES will design EVA Import to process the exported Required Data and transfer it to the Licensed Software database.
- (e) Ongoing data updates will be automated through EVA Import on a nightly basis or other mutually agreed-upon schedule.
- (f) CUSTOMER agrees that in order for HAYES to install, test and execute a customized EVA Import tool on CUSTOMER's server, CUSTOMER must provide designated HAYES staff with remote access to CUSTOMER's server and minor technical assistance in order to create necessary links to the Data Source. HAYES shall provide to CUSTOMER a list of the server specifications, components to install, and items for which HAYES shall require CUSTOMER's technical assistance.
- (g) If CUSTOMER's SIS, Data Source, or export routines are modified such that the accuracy of the Required Data or EVA Import solution is affected, HAYES shall issue a Statement of Work to CUSTOMER to modify the EZ Import solution at rates set forth in **Exhibit E**
- (h) Consistency or formatting issues in the Required Data encountered by HAYES will be reported to CUSTOMER. CUSTOMER will be responsible for resolving these issues in the existing Data Source. HAYES is not responsible for data issues unrelated to EVA Import.
- (i) The launch date and availability of the Licensed Software may be impacted if data in CUSTOMER's Data Source and other CUSTOMER information are not available and provided as specified herein.

### **C.3 Data Conversion**

CUSTOMER has data that CUSTOMERS wishes to convert/transfer into the database of the Licensed Software (“Existing Data”). HAYES has submitted to CUSTOMER a cost estimate for conversion of CUSTOMER’s Existing Data (the “Estimate”). The Estimate is based on conversion of Existing Data according to the guidelines listed below. If CUSTOMER does not provide Existing Data to HAYES in accordance with the guidelines in this section, HAYES may conclude that additional resources above and beyond those included in the Estimate are required. In this case, HAYES will provide to district a revised quote for the work required based on hourly rates detailed in **Exhibit E**, and CUSTOMER, at their sole discretion, may pay for the additional work or work with HAYES to modify the scope of the Data Conversion to align the cost with the original Estimate.

- (a) CUSTOMER shall submit to HAYES the “Existing Data” using a template provided by HAYES (the “Data Conversion Template”). Existing Data shall be free of errors, duplicate records, omissions, or other data anomalies (“Data Errors”) which would require additional work by HAYES to fix or clean prior to migration.
- (b) HAYES will use its best efforts to discover any Data Errors, and when Data Errors are discovered, HAYES will notify CUSTOMER. CUSTOMER will make the necessary corrections to the Existing Data, and resubmit to HAYES. The Estimate is based on CUSTOMER performing all corrections on Existing Data.
- (c) CUSTOMER agrees that once CUSTOMER has submitted a copy of the Existing Data to HAYES for conversion, no changes to the original data source including deletions, additions or modifications should be made. Any changes made to the CUSTOMER’s original data source after the Existing Data has been submitted to HAYES for conversion may be corrected at HAYES’s sole discretion, and at CUSTOMER’s expense, based on hourly rates detailed in **Exhibit E**.
- (d) CUSTOMER and HAYES will mutually determine the most appropriate time to perform the Data Conversion.

### **C.4 Professional Development**

- (a) HAYES and CUSTOMER have mutually agreed upon a professional development strategy to effectively train all users on the Licensed Software.
- (b) CUSTOMER will take delivery of all proposed professional development during the Term of the Agreement.
- (c) CUSTOMER and HAYES will schedule professional development at mutually agreed upon times.
- (d) All professional development shall be conducted by HAYES-certified trainers.
- (e) On-Site Training
  - (i) CUSTOMER shall request scheduling of on-site professional development no less than fifteen (15) days from the date of the request, in order to accommodate travel arrangements and trainer schedules.
  - (ii) On-site training sessions will take place at a location of CUSTOMER’s choosing.
  - (iii) On-site training sessions are typically scheduled from 8:30AM through 4:00PM.
  - (iv) On-site training sessions are limited to fifteen (15) participants per session.
  - (v) Estimated travel expenses are included in the proposed price.
  - (vi) CUSTOMER will coordinate training and supply a training room with properly configured computers for all trainees. A T-1 connection to the Internet or equivalent is recommended.
  - (vii) HAYES will provide one training guide per participant.
- (f) Webcast Training

- (i) CUSTOMER shall provide HAYES with at least ten (10) business days notice for any webcast training sessions, for the purposes of scheduling a trainer.
  - (ii) Webcast training sessions typically last two (2) hours. CUSTOMER and HAYES may mutually agree upon alternative length sessions.
  - (iii) CUSTOMER shall provide each participant access to a computer with an Internet connection and the ability to run web-based training software (ie. WebEx, Ilnq, GoToMeeting, etc.).
- (g) Train the Trainer:
- (i) Through the course of four (4) on-site training sessions, one (1) CUSTOMER-designated trainee will:
    - a. Receive instruction on the campus view of the Licensed Software.
    - b. Receive instruction on participant-centered training strategies and methodologies.
    - c. Observe a HAYES trainer conducting a training session.
    - d. Conduct a training session with a HAYES trainer observing.
  - (ii) HAYES will install a separate Licensed Software training for CUSTOMER's use in their training efforts. HAYES will update CUSTOMER's training site with each new release of the Licensed Software.
  - (iii) HAYES will provide current training materials (manuals and worksheets) to CUSTOMER via electronic PDF format files.

**EXHIBIT D: HOSTING & WEB BROWSER SPECIFICATIONS**

- (a) The Licensed Software shall be available through a mutually agreed upon URL.
- (b) For CUSTOMER-Hosted installations only: A new instance of the software will be configured on CUSTOMER’s server. HAYES’ recommended server configurations consist of the following hardware and software components:


	<b>Application Server</b>	<b>Database Server</b>
<b>Processor</b>	Dual 2 GHz minimum Dual 3 GHz recommended	Dual 2 GHz minimum Dual 3 GHz recommended
<b>Disk</b>	1 GB minimum 2 GB recommended	10 GB free minimum 40 GB free recommended
<b>Memory</b>	10 GB RAM minimum 15 GB RAM recommended	5 GB RAM minimum 10 GB RAM recommended
<b>Operating System</b>	Windows Server 2012 64-bit or later	Windows Server 2012 64-bit or later
<b>Software</b>	IIS 7.0 or higher and latest version of .NET.	SQL Server 2008 or later

(c) Client Computer Platform and Browser Specifications

- (i) The current version of the Licensed Software requires the following minimum platform specifications:
  - 1 GHz processor
  - 1 GB RAM
  - Microsoft Windows 7, or Windows 8 Operating System or
  - Mac (OS 9 and OSX) Operating System
- (ii) Browser Specifications: For optimal performance, HAYES recommends the use the latest version of Google Chrome or Mozilla Firefox. For Microsoft Internet Explorer users, we recommend IEv9 or later operating on the Windows 7 platform. For Macintosh users, we recommend Safari version 5.X or later.

EXHIBIT E: COST, PAYMENT SCHEDULE AND TERMS, AND OTHER FEES

(a) Quote associated with this Agreement:



**Project Quote for:** TIPWeb-IM District-Wide, Inventory + Bar Code Automation

Date: 8/25/2014  
 Quote is valid for 30 days from the above date.  
 Quote #: 3430  
 Hosted by: Hayes Software Systems  
 Confidential Information from Hayes Software Systems

Name: Anaheim Union High School District  
 Attn: Brad Minami  
 Address: 501 N. Crescent Way  
 City: Anaheim St. CA Zip: 92801  
 Phone: 714-999-3602 Email: minami\_b@auhsd.us

Qty	Description of Products and Services	Retail Price	Sale Price	Discount	Total
<b>TIPWeb-IM Software Licensing</b>					
1	District Site License	\$4,995.00	\$4,995.00		\$4,995.00
18	Secondary Site Licenses	\$2,295.00	\$2,295.00		\$41,310.00
1	Aeries Finder Discount				(\$3,000.00)
<b>TOTAL LICENSES</b>					<b>\$43,305.00</b>
<b>Implementation</b>					
1	Installation, Setup, and Project Management	\$6,000.00	\$6,000.00		\$6,000.00
1	EVA Import Software Utility Interface with Student Information System	\$3,000.00	\$2,000.00	33%	\$2,000.00
1	District Level Data Conversion (instructional materials). Estimated until sample received.	\$1,500.00	\$1,500.00		\$1,500.00
<b>TOTAL IMPLEMENTATION</b>					<b>\$9,500.00</b>
<b>Professional Services &amp; Consulting:</b>					
1	TIPWeb-IM - On-Site District Level Training Sessions	\$2,195.00	\$2,195.00		\$2,195.00
1	TIPWeb-IM - Train the Trainer Certifications - Discounted for Multiple Trainees	\$8,500.00	\$8,500.00		\$8,500.00
1	TIPWeb-IM - Subject Matter Expert Training, in conjunction with Train the Trainer, up to 5 People	\$5,995.00	\$5,995.00		\$5,995.00
1	TIPWeb-IM - Customized Policy and Procedure Guide - (See Pricing Notes for Details)	\$2,500.00	\$2,500.00		\$2,500.00
1	TIPWeb-IM - Instructional Material Management Program Discovery and Development (See Pricing Notes for Details)	\$3,500.00	\$3,500.00		\$3,500.00
<b>TOTAL PROFESSIONAL SERVICES &amp; CONSULTING</b>					<b>\$22,690.00</b>
					Retail Value <b>\$79,495.00</b>
					Discount <b>(\$4,000.00)</b>
					Subtotal <b>\$75,495.00</b>
					Tax
					Shipping
					<b>Total \$75,495.00</b>

Notes: First year of Annual Maintenance on software is included in the License price. See chart below for payment schedule.  
 Maintenance includes all available upgrades to software licenses plus toll-free telephone support.

# of Districts	Maintenance	Decrease in maint. %	% Discount
1	35.00%		
2	31.50%	3.50%	10%
3	30.00%	5.00%	14%
4	28.00%	7.00%	20%
5	26.00%	9.00%	26%

The above discounts apply to maintenance when multiple Orange County districts purchase prior to 12/31/2014.

PAYMENT DUE DATE	DESCRIPTION	TIPWeb-IM	Other Maint*	TOTAL
Upon Contract Execution	First payment for Software, Hardware, Services	\$52,805.00		\$52,805.00
Upon Delivery of Services	Professional Services and Consulting	\$22,690.00		\$22,690.00
Contract Anniversary, Year 2	Annual Maintenance, updates and support	\$16,206.75	\$500.00	\$16,706.75
Contract Anniversary, Year 3	Annual Maintenance, updates and support	\$16,206.75	\$500.00	\$16,706.75
Contract Anniversary, Year 4	Annual Maintenance, updates and support	\$16,206.75	\$500.00	\$16,706.75

\* Other Maintenance includes updates and support for integration solutions.

Signature: Erin Dudzinski

Print Name: Erin Dudzinski, National Accounts Manager

(b) Schedule of Payments:

<b>Payment Due Date</b>	<b>Description of Payment</b>	<b>Payment Amount</b>
Upon Contract Execution	Software, Hardware, Labels, Professional Development Updates and Technical Support	\$ 52,805.00
Upon Delivery	Professional Services and Consulting	\$22,690.00
*Contract Anniversary, Year 2	Updates and Technical Support (Maintenance)	\$ 16,706.75
*Contract Anniversary, Year 3	Updates and Technical Support (Maintenance)	\$ 16,706.75
*Contract Anniversary, Year 4	Updates and Technical Support (Maintenance)	\$ 16,706.75
*Contract Anniversary, Year 5	Updates and Technical Support (Maintenance)	\$ 16,706.75
<b>Total</b>		<b>\$ 119,632.00</b>

\* See paragraph (e) of this section for potential Maintenance discount.

(c) Additional Fees – TIPWeb-IM:

<b>Product/Service</b>	<b>Description</b>	<b>Fee</b>
Add'l License Fee Secondary Schools	CUSTOMER shall pay to HAYES a License Fee for each new secondary school.	\$ 2,295.00
Add'l Maintenance Fee Secondary Schools	CUSTOMER shall pay to HAYES an additional Annual Maintenance fee of for each new secondary school.	\$ 803.25
Maintenance Reduction Secondary Schools	HAYES shall <u>reduce</u> CUSTOMER's Annual Maintenance for each secondary school closed during the Term	(\$ 803.25 )

(d) Optional Fees:

<b>Product/Service</b>	<b>Description</b>	<b>Fee</b>
Contract Extension	After the initial Term CUSTOMER, at its sole discretion, may opt to renew its Grant of License to the Licensed Software and technical support	\$ 16,206.75 /yr
Custom Programming	Custom design/modification of the Licensed Software	\$150.00/hour
Data Conversion	Data Conversion above and beyond the proposed estimate	\$150.00/hour
On-Site Professional Development	Training and training services performed at client's location	\$ 2,195.00 /day
On-Site Consulting	Other services provided at client's location	<b>Variable, based on service provided</b>

Any services shall be agreed to in advance between HAYES and CUSTOMER, and shall be paid upon invoicing net 30 days. Such invoicing may periodically be in advance of the services actually rendered.

If CUSTOMER requests any other service(s) not addressed in this Agreement, after mutual agreement in writing as to the scope of and cost for additional services, CUSTOMER shall pay to HAYES the fees for such services, which generally shall be based upon HAYES' then current hourly and daily service rates.

HAYES reserves the right to change HAYES' rates on thirty (30) days prior written notice. HAYES will maintain reasonable service rates.

(e) Consortium Discount:

If at any time after the Effective Date and before December 31, 2014, one or more additional school districts in Orange County, California enters into a Software License Agreement with HAYES for the Licensed Software, CUSTOMER shall receive a discounted Maintenance rate based on the following:

Software License Agreement(s) in Orange County, CA for TIPWeb-IM executed prior to 12/31/2014.	Maintenance % of Licenses
1	35.00%
2	31.50%
3	30.00%
4	28.00%
5	26.00%



**EXHIBIT F: CONTACT INFORMATION**

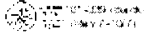
CUSTOMER designates, as of the effective date of this contract, the following important contact information. Changes to this information can be submitted to HAYES at any time via telephone, fax, or email.

HAYES will not sell or share the information in this Exhibit with any third party except where CUSTOMER has requested products or services that would require this information to be shared with the third party providing the requested product or service.

<p><b>Primary Address:</b></p> <p>Site Name: _____</p> <p>Address: _____</p> <p>_____</p> <p>City, ST ZIP: _____</p> <p>Phone, fax: _____</p>	<p>“Site Name” can be a specific building such as “Administration Office”. This is CUSTOMER's primary location.</p>
<p><b>Contract Coordinator:</b></p> <p>Name &amp; Title: _____</p> <p>Address: _____</p> <p>_____</p> <p>City, ST ZIP: _____</p> <p>Phone, Email: _____</p>	<p><input type="checkbox"/> Check if address is the same as the Primary Address</p>
<p><b>Billing Contact:</b></p> <p>Name &amp; Title: _____</p> <p>Address: _____</p> <p>_____</p> <p>City, ST ZIP: _____</p> <p>Phone, Email: _____</p>	<p><input type="checkbox"/> Check if address is the same as the Primary Address</p>

## EXHIBIT G: TAX EXEMPTION CERTIFICATE

In order for HAYES not to charge Sales and Use Tax on products and services sold to CUSTOMER, CUSTOMER must submit an applicable Sales and Use Tax Exemption Certificate. (Texas Version shown below).



### Texas Sales and Use Tax Exemption Certification

*This certificate does not require a number to be valid.*

Name of purchaser, firm, or agency	
Address (Street & number, P. O. Box or Route number)	Phone (Area code and number)
City, State, ZIP code	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: \_\_\_\_\_

Street address: \_\_\_\_\_ City, State, ZIP code: \_\_\_\_\_

Description of items to be purchased or on the attached order or invoice:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Purchaser claims this exemption for the following reason:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

Purchaser 	Title	Date
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NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

**THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.**

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier. Do **not** send the completed certificate to the Comptroller of Public Accounts.



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### PARTICIPATION PARTNERSHIP MISSION STATEMENT

We, MUFG Union Bank, N.A. ("Bank") and the Anaheim Union High School District agree to form a participation partnership ("Partnership") for the establishment of a school Bank branch located at Loara High School in Anaheim, California.

Bank agrees to:

- Train students and a teacher supervisor
- Provide trainers and supervisors
- Provide career mentors
- Design work-based curricula and in-school curricula as needed
- Provide a completely equipped and functional on-campus branch within facilities provided by the school

Anaheim Union High School District agrees to:

- Recruit students to participate in the internship program
- Train student interns
- Design in-school and work-based curricula
- Provide college and career counselors
- Provide teachers and facilities

The goals agreed to by this Partnership are including, but not limited to the following:

- To educate students and their families about personal financial responsibility
- To provide students with training in and knowledge of the financial services industry
- To increase the number of students that seek advanced education after high school (e.g., college, trade school, etc.)
- To increase the number of students that transition into financial services careers or educational programs
- To support the business curriculum of the Anaheim Union High School District by providing students hand-on application in a business environment
- To supply character and career building opportunities to Loara High School students

The expected outcomes of this Partnership are:

- The transition of students into financial services occupations
- The transition of students into post-high school educational programs (e.g., college, trade school, etc.)
- The creation of a model program that is able to be improved and replicated
- An increased use of financial institutions by the community
- An increase in personal savings for postsecondary education and long-term goals

**PARTICIPATION PARTNERSHIP AGREEMENT**  
(In-School Banking Program)

THIS PARTICIPATION PARTNERSHIP AGREEMENT ("Agreement") is entered into as of the [\_\_\_\_\_] day of [\_\_\_\_\_] 20xx ("Effective Date") and is entered into by and among the Anaheim Union High School District ("District"), on behalf its school called Loara High School ("School") and MUFG Union Bank, N.A., a national banking association ("Bank") and collectively referred to as Parties ("Parties") herein.

**RECITALS**

WHEREAS, the Bank desires to implement an In-School Banking initiative ("Program") with the School through the operation of a student-run Bank branch at the School; and

WHEREAS, the Bank operates a general banking business including retail services with Bank branches located in Orange County, California; and

WHEREAS, the District desires to provide its students with marketable job skills and the opportunity for career development within the financial services field; and

WHEREAS, the Parties desire to jointly participate in the Program as more fully described herein and to define their participation in and contributions to the Program.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the Parties hereby agree as follows:

**AGREEMENT:**

1. **Incorporation of Recitals:** The matters recited above are hereby incorporated into and made a part of this Agreement.
2. **Term and Option to Renew:** This Agreement is for a term commencing on the Effective Date and continuing through [\_\_\_\_\_] ("Term"), unless terminated sooner as provided herein. The Parties shall have the option to renew the Agreement for two (2) additional three (3) year periods. The option to renew must be accepted by both Parties. Any such extension shall be known as a "Renewal Period" and shall be subject to the same terms and conditions as this Agreement. Exercise of the option to renew is subject to approval by the members of the District. Any such renewal shall be documented in a writing signed by the Parties hereto.
3. **Early Termination Right:** Each party shall have the right to terminate this Agreement at any time for any or no reason whatsoever upon giving one hundred two (120) days written notice to the other Parties.
4. **Participation:** The Parties shall participate together in the following manner, and as set forth in the Loara High School Branch Project Guidelines which are attached hereto and incorporated herein as Addendum A ("Guidelines"):
  - (a) Fifteen hundred dollars (\$1,500.00) per Intern shall be paid to the District for scholarship purposes as follows: (1) A \$500 per Intern training stipend will be paid to the District for each Intern following completion of the Bank training program each year, and (2) the remaining \$1,000 per Intern will be paid to the District prior to the Intern's graduation and successful completion of the internship program. Successful completion will be determined by the Bank in collaboration with the School staff assigned to the program;
  - (b) Up to \$100,000 shall be paid by the Bank for construction/build-out costs for the Bank branch located on-site at the School, to be known in the community as the "Loara High School

Branch of MUFG Union Bank" ("Branch"). Within the campus environment, the Branch may be referred to as the "Saxons" Branch;

- (c) Bank shall provide training for Interns participating in this Program at one of its training facilities and supervision of banking activities at the Branch;
  - (d) Bank or its contributors shall provide equipment needed for operation of the Branch; and
  - (e) District shall provide mutually agreeable space ("Bank Space") and utilities for the Bank to operate a functional, student-run Bank branch at the School.
5. **Operations:** Bank shall operate the Branch at all times in a reputable and first class manner so as not to injure the reputation of the School or the District, while School and District representatives shall operate at all times so as not to injure the reputation of the Bank.
6. **Compensation:** Except as outlined in Paragraph 4 above, neither the District or School (including any employees or students) is entitled to any payment, nor is the District obligated to pay Bank any amount as a result of entering into this Agreement. This Agreement is intended to govern the relations between the District, the School and the Bank in connection with the responsibilities and contributions to be rendered by each party related to this Program.
7. **Regulatory Approval:** Bank represents and warrants that it is and shall remain in compliance with all federal, state, and local laws, statutes, rules and regulations relating to banking activities and its participation in the Program under this Agreement, including, but not limited to, rules and regulations of the Federal Reserve Bank of San Francisco, the Federal Deposit Insurance Corporation, the Office of the Comptroller of the Currency, and the Consumer Financial Protection Bureau, and the Bank further represents and warrants that it will receive all necessary approvals to open and operate the Branch.
8. **Safe:** The Bank will provide a safe to hold necessary financial documents and cash holding at the Branch. The amount of cash on hand will not be disclosed to any District employee or student as a standard of operation followed by the Bank for security reasons. Moneys from the Branch will be picked up as arranged and determined by the Bank.
9. **Security:** The Bank acknowledges and agrees that the District and School are under no obligation and shall not be responsible for providing security for the Branch. The Bank maintains the utmost concern for the safety of its employees, the Interns and all who are in contact with the Branch. The Bank retains the option of employing an on-site, unarmed security guard for the Branch during the hours the Branch is open, if it deems necessary. Other security measures employed by the Bank at the Branch, including alarms and cameras, will be in keeping with sound banking industry standards.
10. **Insurance:** School and Bank agree to the following insurance provisions:
- 10.1 Each shall (a) obtain and maintain insurance policies as outlined below, and (b) name the other as additional insureds on their respective insurance policies.
- (a) Commercial General Liability insurance (contractual liability included) with a minimum combined single limit of \$1 million per occurrence, a general aggregate limit of \$2 million, and excess liability coverage in the amount of \$25 million.
  - (b) Property Damage Insurance with a minimum combined single limit of not less than \$1 million per occurrence.
  - (c) Business Automobile Liability Insurance with a minimum combined single limit of \$1 million per occurrence.
  - (d) Worker's Compensation Insurance as required by the Labor Code of the State of California, and Employers' Liability Insurance.

10.2 Each of the Parties waives any rights each may have against the other on account of any loss or damage occasioned to any of the Parties, as the case may be, their respective property, the Bank Space or its contents arising from any liability, loss, damage or injury caused by fire or other casualty for which (a) insurance is carried or required to be carried pursuant to this Agreement and (b) such insurance reasonably reimburses the affected party for such liability, loss, damage or injury.

10.3 The insurance policies obtained by the Parties pursuant to this Agreement shall contain endorsements waiving any right of subrogation which the insurer may otherwise have against the non-insuring party. Bank will insure its employees for workers' compensation purposes while they are on School property.

11. **Indemnification:** To the fullest extent authorized under the laws of California, the Bank agrees to defend, hold harmless, and indemnify the School and the District from and against any liability, claims, actions, damages or losses of any kind (including death or injury to any person or damage to property) arising out of or in connection with the Bank's (or those of its respective agents, officers, employees, volunteers or representatives use of the Bank Space and its facilities; provided, however, that the Bank shall not be liable for such damage or injury to the extent and in the proportion that the same is ultimately determined to be attributable to the negligence or misconduct of the School or District (including their officials, officers, agents, employees, and students). Likewise, the School and the District (or those of its respective agents, officers, employees, volunteers or representatives) agree to defend, hold harmless and indemnify the Bank from and against any liability, claims, actions, damages or losses of any kind (including death or injury to any person or damage to property arising out of or in connection with any area outside of the Bank Space; provided, however, that the School and District shall not be liable for such damage or injury to the extent and in the proportion that the same is ultimately determined to be attributable to the negligence or misconduct of the Bank. All indemnity obligations under this paragraph shall survive the expiration or termination of this Agreement.

12. **Entire Agreement; No Amendment.** It is understood that there are no oral or written agreements or representations between the Parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, representations, agreements and understandings, if any, between the Parties. No provision of this Agreement may be amended except by an agreement in writing signed by the Parties.

13. **Additional Terms and Conditions:** Additional terms and conditions are described in the Guidelines attached hereto and incorporated herein as Addendum A.

ANAHEIM UNION HIGH SCHOOL DISTRICT

MUFG UNION BANK, N.A.

By \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_

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## LOARA HIGH SCHOOL BRANCH PROJECT GUIDELINES

### ADDENDUM A

to

Participation Partnership Agreement dated as of [\_\_\_\_\_]

- 1. Name:** The Branch at the School will be known as the "Loara High School Branch of MUFG Union Bank."
- 2. Mission Statement/Goals:** The mission statement of the Branch will be to provide financial services and education to the students and staff of School, and by extension to their families and the local community, through the operation of a student-run Branch at the School. The Branch will provide "real world" experience and professional training for School students, and further the Core Values of the Bank.
- 3. Location, Hours of Operation and Services:** The Branch will be located within the campus of the School, in a space mutually agreed upon by the Bank, the School, and the Board. The Branch will be open during hours and days that the Anaheim Union High School District Public Schools are open or at other times, with the consent of the School Principal and as the Bank deems appropriate. The specific hours of operation will coincide with student class periods and will be determined upon agreement by the School Principal and the Bank.

The Branch will be open to all students, faculty and staff. Other members of the public, who are at the campus on school business, may use the Branch at the discretion of the School and the Principal.

The Branch will offer Bank deposit products. Loan application forms will be available for distribution only at the Branch for customers, although Interns will not be trained as lenders.

- 4. Interns:** Approximately 8-12 student bankers will be selected as non-employee interns ("Interns") for the Branch annually. The potential interns will be selected by Bank from a group of students (Juniors) recommended by the School Principal and/or faculty at School. The School Principal and/or faculty will set the initial criteria for internship at the Branch, such as maintenance of a specific Grade Point Average (GPA) or completion of specific coursework.

The nominated students will prepare resumes for submission to the Bank, as well as undergo a written basic skills test and interview process prior to selection.

Bank policy requires that FBI criminal background checks be conducted on all individuals being offered student internships. Students who participate in the Branch internship program will be required to obtain parental or guardian permission to complete the criminal background check. Background Check permission forms will be distributed to the Interns for signature by their parent or legal guardian.

Students who are selected to participate as Interns at the Branch will be expected to undergo approximately 2-3 weeks of training during the summer at the Bank's Citadel training facility in Commerce, as determined by the Bank. The Interns will be advised of the training schedule prior to the end of the school year. Parents or legal guardians must agree that students will be available for the required summer training period prior to the start of the new school year.

The School will set the internship schedule for the Interns and determine which periods they will participate as Interns for the Branch. Interns are not considered Bank employees for any purpose.

Interns for the Branch will be asked to contribute ideas and talents towards marketing and promotional programs for the Branch, and may be asked to share their banking experience and expertise with fellow students and members of the community.

Interns will receive at least two (2) performance reviews by their Bank Branch Supervisor during their internship, written in conjunction with the High School Supervisor, as part of their internship performance assessment.

Each student who successfully completes the Bank's summer training program will be awarded a \$500 training stipend following completion of the program. Additional funds of \$1,000 per student will be paid to the School prior to the students' graduation, to be awarded to the Interns for successful completion of the internship program. Interns who are forced to leave the Program during the school year, and who have performed satisfactorily, will be entitled to a prorated award. Interns who are terminated from the program as discussed below in #7 will not be entitled to receive any award.

**5. Employment at the Bank During or Following Internship:** Interns at the Branch may apply or be solicited for employment at one of the Bank's non-school retail branches. Interns who become Bank employees would be subject to the Bank's usual and customary employment standards and background screening, including formal application and interview.

If an Intern becomes a Bank employee, he/she would receive a paycheck directly from the Bank for work performed as a Bank employee. In such case, the Bank would prepare and file all necessary tax reporting forms for wages paid by the Bank.

**6. Supervision:** Interns at the Branch will be supervised, during all branch operating hours, by an experienced Bank employee. The Interns will have no access to setting up any accounts without the supervision of this Bank employee. The Bank will also provide a back-up employee(s) for the Branch Supervisor, as needed.

**7. Termination from the Program:** Interns at the Branch would be subject to termination from the Program upon agreement by the Union Bank Branch Supervisor, the School Program Supervisor, and the School Principal. Grounds for termination from the Program include, but are not limited to, the following examples:

- Excessive tardiness or absenteeism
- Theft
- Falsification of information
- Unauthorized release of confidential information
- Willful or negligent damage, destruction, or defacement of Bank property
- Physical or verbal conduct that may be threatening, obscene, or offensive
- Possession of explosives, firearms, or weapons

**8. Auditing and Compliance Review:** The Branch will be subject to standard banking audit and compliance reviews. In addition, the teller "drawers" of Interns will be audited on at least a monthly basis by the Bank Branch Supervisor.

**9. Documents Required for Accounts:** Students who open accounts at the Branch will be able to do so with their School Student ID Cards. Adults will be required to comply with the Bank's standard identification requirements for opening accounts.



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

<b>EDUCATIONAL CONSULTING AGREEMENT</b>
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**THIS AGREEMENT** is made and entered into this:

23 <sup>rd</sup>	day of	September	2014
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by and between

Second Harvest Food Bank of Orange County–School Pantry Program
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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 mission of the School Pantry Program is to help alleviate child hunger in America through the provision of food to children and their families at school. School Pantries are located on the grounds of a school intended to provide a more readily accessible source of food assistance to low-income students and their families and help further our mission to end hunger in Orange County. We guarantee to provide great support to the schools that we work with, and in turn hold our partners to high expectations in terms of communication, and a willingness to work with us to meet the needs of each specific school community.

Site/School:	Sycamore Junior High School	Fund (Cost Center):	N/A
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2. List of Other Supportive Staff or Consultants:

None
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3. Consultant shall commence providing services under this AGREEMENT on:

Date:	September 24, 2014
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and shall diligently perform as specified and complete performance by:

Date:	June 26, 2015
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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:

Second Harvest Food Bank of Orange County – School Pantry Program
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5. District shall pay Consultant the maximum amount of

\$0.00
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for services rendered

Total # of people:	TBD	# hours per day:	TBD	#of days:	TBD
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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 Consultant agrees to the following requirements which are consistent with federal and state law:

The mission of the School Pantry Program is to help alleviate child hunger in America through the provision of food to children and their families at school. School Pantries are located on the grounds of a school intended to provide a more readily accessible source of food assistance to low-income students and their families and help further our mission to end hunger in Orange County. Fall 2014 will be the official launch of our mobile based School Pantry Program. We guarantee to provide great support to the schools that we work with, and in turn hold our partners to high expectations in terms of communication, and a willingness to work with us to meet the needs of each specific school community.

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

Services outside the scope of school employees

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

1. Identify a site coordinator who will help oversee the distribution, assist with any on-site issues, and serve as Second Harvest Food Bank of Orange County's primary contact.
2. Store folding tables, produce baskets and other items on site in a secure location.
3. Promote the food distribution to enrolled student's families via calling systems and flyers.
4. Work in collaboration with nearby schools to expand reach to the community.
5. Provide an agreed upon space for distribution and be willing to accommodate any staff requests for a change in location as needed.
6. Have janitorial staff who will assist in the clean up as needed.

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

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

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

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

<b>CONSULTANT:</b>	<b>DISTRICT:</b>
--------------------	------------------

Typed Name of consultant (same as page 1):

Second Harvest Food Bank of Orange County- School Pantry Program	<b>Anaheim Union High School District</b>
---	---

Typed Name/Title of Authorized Signatory:

Typed Name of Assistant Superintendent:

Starlite Ossignac/Assist Programs Authorized Signature:	Signature of Assistant Superintendent:
--	--

Starlite Ossignac Street Address:	Street Address:
--------------------------------------	-----------------

8014 MARINE City, State, Zip Code	501 Crescent Way, P.O. Box 3520 City, State, Zip Code
--------------------------------------	--

Irvine CA, 92618 Date:	Anaheim, CA 92803-3520 Date:
---------------------------	---------------------------------

8/4/14	
--------	--

Mark Appropriately:

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

Social Security Number\*

or

Federal Identification Number\*

	32-0362611
--	------------

\*Or, initial below:

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

Telephone Number:

E-mail Address:

949 653 2900 x 1164	starlite@feeduc.org
---------------------	---------------------

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

**PRINCIPAL/DISTRICT ADMINISTRATOR:**

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

Signature:		Date:	9-15-14
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# CLIENT SERVICES AGREEMENT

## **Contract Terms**

Partnership with Hanover Research runs twelve (12) months from the start date below. Partnership comprises the authority of Anaheim Union High School District to request research on any topic, as well as the right to ask Hanover to expedite work of particular urgency.

## **Participation in Partnership**

All project-production services are available to Anaheim Union High School District administrators in unlimited amount within the confines of one (1) sequential queue; the signatory of this agreement serves as our primary contact. We ask that clients not distribute materials produced by Hanover Research to those outside of their organization.

## **Contract Amount & Invoicing**

\$35,000      9/26/2014

The undersigned may reduce this amount by 2%, to \$34,300, if payment is wired or postmarked within 10 working days of invoice submission. If the undersigned does not select that option, net 30 terms apply. Failure to pay promptly will result in project postponement.

The Contract Amount covers all labor costs across each annual term. It also covers the cost of all Hanover Research Education Library registrations for central office staff.

## **Contract Start Date**

9/23/2014

Signature: \_\_\_\_\_

## **Signatory and Coordinator:**

Mr. Mike Matsuda, Superintendent

## **Organization:**

Anaheim Union High School District | PO Box 3520 | Anaheim, CA 92803

## Memorandum of Understanding

Between Anaheim Union High School District and Western Youth Services (WYS)

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**

Manuel Colon, Assistant Superintendent, Education

Contact Person/Titles

501 N Crescent Way  
Anaheim, CA 92801  
 Address

(714) 999-3557  
 Telephone

(714) 520-9754  
 Fax/E-mail Address

### **Western Youth Services**

Lorry Leigh Belhumeur, Ph.D./ Chief Executive Officer

Contact Person/Title

23461 Southpointe Dr., Ste 220,  
Laguna Hills, CA 92653  
 Address

(949) 855-1556  
 Telephone

(949) 951-2871/ lleigh@wysoc.org  
 Fax/E-mail Address

### **I. Purpose**

The purpose of this Memorandum of Understanding (MOU) is to maintain an effective working relationship established between Western Youth Services (WYS) and Anaheim Union High School District (AUHSD). WYS will support AUHSD by addressing the social/emotional needs of identified students by providing prevention and intervention services through group work, classroom lessons, individual support and case management, and linkage to community resources.

### **II. Term**

The Memorandum of Understanding shall begin September 24, 2014 and extend through June 30, 2015.

### **III. Scope of Work**

#### **A-Description of Services**

Under the ACT grant, WYS will be targeting youth in the City of Anaheim and looks to work closely with Anaheim City School District and Anaheim Union High School District. The primary focus of the program is to build protective factors and reduce risk factors in youth through the use of prevention and early intervention.

1. WYS will provide educational presentations/workshops to a minimum of 188 youth and/or families.
2. Provide teen support groups to a minimum of 75 youth.
3. WYS will contract \$24,000 to AUHSD to be used for parenting workshops. Proposed model for parenting workshops is Positive Discipline.
4. Provide parent education to a minimum of 400 parents.

**B-Expectations & Accountabilities**

**a) Anaheim Union High School District**

- AUHSD agrees to: Connect at least 75 students to WYS to participate in group work.
- Provide referrals of students from Katella and Loara High Schools, and Orangeview and Walker Junior High schools.
- When indicated, obtain written consent for services from the family before providing services to students.
- Establish and maintain a referral process to facilitate and expedite service delivery
- Arrange and publicize parent education opportunities.
- Apply the contracted \$24,000 to parent education workshops

**b) Specific Provisions**

- No specific provisions.

**IV. Termination**

This Memorandum of Understanding shall be effective upon approval of both parties shown below. Should this Memorandum of Understanding require modification, such changes shall be added by mutual agreement by both parties shown below. This Memorandum of Understanding may be terminated by either party by issuing a Notice of Termination (30 days written notice) which includes reasons for the termination.

Anaheim Union High School District

Western Youth Services

\_\_\_\_\_  
 Manuel Colon  
 Assistant Superintendent, Education

\_\_\_\_\_  
 Lorry Leigh Belhumeur, Ph.D.  
 Chief Executive Officer

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date



Anaheim Union High School District  
Education Division

**APPLICATION FOR STUDENT-INITIATED,  
NON-CURRICULUM RELATED ORGANIZATION**

CLICK AND ENTER DATA

<b>School:</b>	KATELLA HIGH SCHOOL	<b>Date of Application:</b>	8/15/2014
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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:**

Katella STEAM

**Purpose of the group:**

To educate, promote, and expose STEM careers to low income/minority students.

The science department will provide educational opportunities in science by having guest lecturers and teachers give lessons and fun presentations about scientific topics. They will also coordinate science field trips with local elementary students.

The technology department will teach students about basic principles of coding and general technology lessons. Tech department will work hand-in-hand with Engineering department to participate in robotics competitions, providing the technological side of robotics (i.e. coding/computer software which makes the robots run)

The Engineering department will teach students the basics of planning, prototyping and building robots. Engineering department will work hand-in-hand with technology department to participate in robotics competitions, providing the utilities/ hardware side of robotics (i.e. the actual building of the robots).


Math Team will provide tutoring for struggling students in Math. They will also manage the finances of the club as well as any advertising and fundraising for the club.

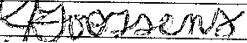
**Frequency of group meetings:**


Everyday except Wednesday

**Proposed meeting day, time and location:**

Day:	Monday	Lunch	Location:	Ms. Ly's room
	Tuesday	Afterschool		Mr. Breslin's Room
	Thursday	Afterschool		Mr. Smith's room
	Friday	Afterschool		Ms. Ly's room

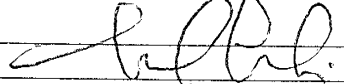
Applicant's Signature:		Date:	6/18/14
Printed Name:	Ahmel Shres		

Advisor's Signature:		Date:	8/13/14
Printed Name:	Kristen Goossens		

Principal's Signature:		Date:	8-19-14
Printed Name:	Ben Carpenter, Principal		

**Send signed form to #15, Assistant Superintendent/Education, for approval.**

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Assistant Superintendent's Signature:		Date:	9-9-14
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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**

<b>School:</b>	Oxford Academy	<b>Date of Application:</b>	June 2, 2014
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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:**

American Cancer Society
-------------------------

**Purpose of the group (Please describe thoroughly):**

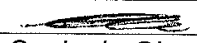
The purpose of the American Cancer Society is to raise awareness about the dangers of cancer and to allow the members to actively fight against cancer.
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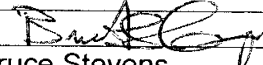
**Frequency of group meetings:**

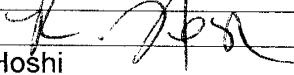
Every other Monday
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**Proposed meeting day, time and location:**

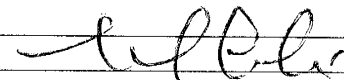
Day:	Monday	Time:	Lunch	Location:	Room 204
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Applicant's Signature:		Date:	6/02/14
Printed Name:	Seokmin Oh		

Advisor's Signature:		Date:	6/02/14
Printed Name:	Bruce Steyens		

Principal's Signature:		Date:	6/02/14
Printed Name:	Ron Hoshi		

**Send signed form to #15, Assistant Superintendent/Education, for approval.**

Assistant Superintendent's Signature:		Date:	9-9-14
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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 CURRICULUM-RELATED STUDENT  
ORGANIZATION**

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

**Name of Organization:**

**School:**

Animal Care Team (ACT)

Oxford Academy

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

Alan Dang, April Yoshihara, Jackie Gonzalez, Monica Desai

**Staff Sponsor(s):**

Jeanne Sesky

**List purposes, objectives, and activities of organization** (attach copy of Constitution and By-Laws)

To fundraise and raise awareness in different aspects of animal care. With a passionate dedication of sympathy and concern for animals, the Animal Care Team strives to educate the student body and community of animal abuse, cruelty, and endangered species, in addition to the general welfare of animals. Through means of volunteering and events, along with informational general meetings, the club hopes to take initiative in spreading awareness of injustice and lack of concern towards animals, gradually becoming an aspiring part of the animal community. By providing for volunteer events and funding for research and local shelters, the Animal Care Team seeks to communicate a strong and supportive relationship between animal and humans. By spreading awareness and funding for animals, the club will not only give back the community, but also subtly voice opinions against injustice. Animal Care Team will create a comfortable yet satisfying environment where the student body can successfully give back to the community, while still gaining sympathy and concern towards animals.

\*see attachment for further info

**Proposed meetings:**

<b>Day(s):</b>	Every other Thursday	<b>Time(s):</b>	Lunch	<b>Location:</b>	Mrs. Sesky's room (405)
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**Special equipment? No Yes – Describe:**

None

**Qualifications for membership, if any:**

Must be willing to work with and respect animals. Also must be a current 9th-12th grader and able to work well with others. A \$5 donation upon membership is strongly recommended, but not required. Donation receipts will be attached to the membership application upon submission.

**How are officers elected?**

**Term?**

Elected by club members

One school year

**State relationship to curriculum and/or instructional program of the district, and describe**

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

Animal Care Team connects with Biology and Life Sciences

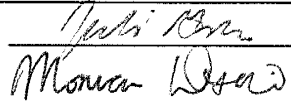
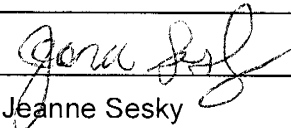
**Describe the function of the staff adviser in the promotion, supervision, and leadership of the organization:**

To provide a room for us to have our general meetings, and to offer suggestions when needed. The staff advisor will supervise to make sure all of the club activities abide by the rules. The staff advisor will have a positive attitude that will be an example for members when it comes to participating in the club and its events. The advisor will also inform administration, and seek approval of large activities in addition to being present at all club activities. The advisor will also serve to help the president keep the club in order, and approve publicity for any events/activities.

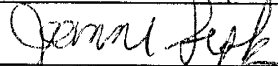
**Will this organization be raising funds for any purpose? No Yes – Describe how funds will be raised and for what purpose:**


Funds will be raised to support local animal shelters, and to provide financial support for other campaigns against animal injustice. A portion of raised funds will also be donated to different organizations complying with animal support such as the WWF. Extra funds will also be donated to animal research organizations that protect the safety of animals. Funds will be raised through a variety of means including restaurant fundraisers, car washes, and selling foods/products on campus  
\*See attached by-laws for specifics of how funds will be raised

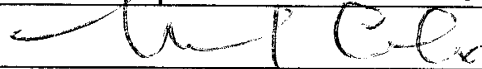
**The undersigned agree to comply with all applicable district policies, school guidelines, and rules, as adopted and amended:**

Signature of student making application:	
Printed name of student making application:	Jaclyn Gonzalez Monica Desai
Signature of faculty sponsor:	
Printed name of faculty sponsor:	Jeanne Sesky

**Faculty sponsor: I have reviewed this application and**  
 the application is complete                      the Constitution/By-Laws are attached  
 the application is not complete (explain):

 6/2/14

Signature of School Principal:  Date: 7/21/14

Signature of Assistant Superintendent of Education:  Date: 9-9-14

**Education Office Use Only:**

Board of Trustees action:	Approved	Denied	Date:	
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Submit completed form to the Assistant Superintendent of Education (mail location #15).

Anaheim Union High School District  
Education Division

**APPLICATION FOR CURRICULUM-RELATED STUDENT  
ORGANIZATION**

**Name of Organization:**

Astronomy Club

**School:**

Oxford Academy

**Name(s) of students making application:**

Mary Usufzy

**Staff Sponsor(s):**

Mr. St Clair

**List purposes, objectives, and activities of organization** (attach copy of Constitution and By-Laws)

To educate students about astronomy, astronomical research, and the physical sciences

**Proposed meetings:**

<b>Day(s):</b>	Wednesdays	<b>Time(s):</b>	Lunch (11:15-11:45)	<b>Location:</b>	Room 106
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**Special equipment?** No Yes – Describe:

N/A

**Qualifications for membership, if any:**

None

**How are officers elected?**

Applications and Interviews (in May)

**Term?**

1 year

**State relationship to curriculum and/or instructional program of the district, and describe**

Serves as an extension of the physical sciences that are not touched upon as much in the early years of high school; helps students understand other branches of science, not only astronomy, but physics as well, and how they also connect with chemistry and biology as well. Intended to aid students in understanding basic concepts of astronomy by assessing their skills by participation at every meeting.


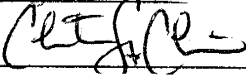
**Describe the function of the staff adviser in the promotion, supervision, and leadership of the organization:**

Be present (if possible) at every meeting; advise and help on any events to be planned; offer insight on the subject of astronomy if asked by any club members.

**Will this organization be raising funds for any purpose? No Yes – Describe**

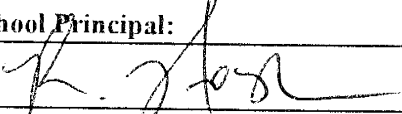
No.


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

Signature of student making application:	
Printed name of student making application:	Mary Uzufzy
Signature of faculty sponsor:	
Printed name of faculty sponsor:	Christen St. Clair

Faculty sponsor: I have reviewed this application and  
 the application is complete  the Constitution/By-Laws are attached   
 the application is not complete (explain):

 CHRISTEN ST. CLAIR
--

Signature of School Principal:	Date:
 Ron Hoshi	7/21/14

Signature of Assistant Superintendent of Education:	Date:
 Manuel Colon	9-9-14

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

Submit completed form to the Assistant Superintendent of Education (mail location #15).

Anaheim Union High School District  
 Education Division  
**APPLICATION FOR STUDENT-INITIATED,  
 NON-CURRICULUM RELATED ORGANIZATION**

<b>School:</b>	Oxford Academy	<b>Date of Application:</b>	6/1/14
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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:**

Ballroom Dancing Club
-----------------------

**Purpose of the group (Please describe thoroughly):**

To expose students to the different types of ballroom dance To develop student appreciation of the arts To teach students how to execute the different types of ballroom dance
--


**Frequency of group meetings:**

Two times a week
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**Proposed meeting day, time and location:**

Day:	Tu/Th	Time:	3:00-4:00PM	Location:	GYM/Choir Room/MPR
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Applicant's Signature:		Date:	6/1/14
Printed Name:	Samantha A Isidro		

Advisor's Signature:		Date:	6/1/14
Printed Name:	Bruce A Stevens		

Principal's Signature:		Date:	7/21/14
Printed Name:	Ron Hoshi		

Send signed form to #15, Assistant Superintendent/Education, for approval.

Assistant Superintendent's Signature:		Date:	9-9-14
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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

<b>School:</b>	Oxford Academy	<b>Date of Application:</b>	June 2, 2014
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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:**

Drama Club
------------

**Purpose of the group (Please describe thoroughly):**

Our purpose is to offer an environment in which actors, writers, and anyone else in interested in theater mechanics to further develop their craft, explore different styles, themes, and playwrights and to showcase their creative expression. We will provide four shows that comprise of monologues, dialogues, original scripts, and musical numbers as a platform for creative expression. An entire play will be performed at the end of the school year. Profit will also go to a charitable organization.
--

**Frequency of group meetings:**

Every Wednesday
-----------------

**Proposed meeting day, time and location:**

Day:	Every Wed	Time:	Lunch	Location:	Room 403
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Applicant's Signature:	<i>Andrea Chaquila</i>	Date:	6-2-14
Printed Name:	Andrea Chaquila		

Advisor's Signature:	<i>Ron Hodges</i>	Date:	6-2-14
Printed Name:	Ron Hodges		

Principal's Signature:	<i>Ron Hoshi</i>	Date:	6/21/14
Printed Name:	Ron Hoshi		

Send signed form to #15, Assistant Superintendent/Education, for approval.

Assistant Superintendent's Signature:	<i>[Signature]</i>	Date:	9-9-14
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Anaheim Union High School District  
Education Division

**APPLICATION FOR CURRICULUM-RELATED STUDENT ORGANIZATION**

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

Name of Organization:

School:

Mock Trial

Oxford Academy

Name(s) of student(s) making application:

Abigail Zhong, Frishta Ali, Marc Flores

Staff Sponsor(s):

Catherine Larson

List purposes, objectives, and activities of organization (attach copy of Constitution and By-Laws)

To promote the general education of those interested in the areas of law or legal professions. The club will educate students in the decorum of courtroom trials, as well as how to handle evidentiary issues, objections, witnesses and how to conduct both criminal and civil trials.

Proposed meetings:

Day(s): Tues/Wed

Time(s): 3:00-4:30

Location: Rm. 407

Special equipment?  No  Yes - Describe:

Qualifications for membership, if any:

Must be a high school Oxford student.

How are officers elected?

Term?

Majority vote, with consideration of the executive board.

1 year

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

The club seeks to extend law and government concepts covered in courses such as Government and U.S. History through review of Mock Trial case studies and reenactment of courtroom scenes. Analytical and critical skills related to English courses will also be developed through competition preparation and tournament experiences. Meanwhile, team skills and oral presentation will be developed through team trial cases. Evaluation of objectives will be conducted through advisor input and tournament performance.

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

Staff advisers will oversee the team's dynamics and structure, meet regularly with board members to plan events and discuss club issues, and support members in competitive events.

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

Funds will be raised through the sale of food or other items for the purpose of paying for educational resources and past case studies, as well as team registration fees.

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

Signature of student making application:

*Abigail Zhong*  
Abigail Zhong

Printed name of student making application:

Signature of faculty sponsor:

*Cathy Larson*  
Cathy Larson

Printed name of faculty sponsor:

Faculty sponsor: I have reviewed this application and

the application is complete

the Constitution/By-Laws are attached

the application is not complete (explain):

Signature of School Principal:

Date:

Signature of Assistant Superintendent of Education:

Date:

Education Office Use Only:

Board of Trustees action:

Approved

Denied

Date:

Submit completed form to the Assistant Superintendent of Education (mail location #15).

Anaheim Union High School District  
 Education Division  
**APPLICATION FOR CURRICULUM-RELATED STUDENT ORGANIZATION**

Name of Organization:

Operation Smile

School:

Oxford Academy

Name(s) of student(s) making application:

Joy Hsu, Josh Abraham, Anh Tu Lu, Jackie Gonzalez, Monica Desai

Staff Sponsor(s):

Melissa Galvan

List purposes, objectives, and activities of organization (attach copy of Constitution and By-Laws)

To fundraise for cleft operations and gain awareness about cleft lip palate. (specifics attached)

Proposed meetings:

Day(s): Every other Friday Time(s): Lunch Location: 501

Special equipment?  No  Yes - Describe:

Qualifications for membership, if any:

Club application must be approved by Operation Smile board

How are officers elected?

Term?

Appointed

One school year

State relationship to curriculum and/or instructional program of the district, and describe

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

Operation Smile brings awareness towards cleft lip palate in correspondence with issues studied in the Health course/pathway (specifics attached)

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

Provide classroom use and also fundraising/personal experience

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

Funds will be raised to be donated towards paying for cleft lip palate surgeries

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

Signature of student making application:

*Joy Hsu*

Printed name of student making application:

Joy Hsu

Signature of faculty sponsor:

*Melissa Galvan*

Printed name of faculty sponsor:

Melissa Galvan

Faculty sponsor: I have reviewed this application and

the application is complete  the Constitution/By-Laws are attached  
 the application is not complete (explain):

Signature of School Principal:

*[Signature]*

Date:

9/21/14

Signature of Assistant Superintendent of Education:

*[Signature]*

Date:

9-9-14

Education Office Use Only:

Board of Trustees action:  Approved

Denied

Date:

Submit completed form to the Assistant Superintendent of Education (mail location #15).

Anaheim Union High School District  
Education Division

**APPLICATION FOR STUDENT-INITIATED,  
NON-CURRICULUM RELATED ORGANIZATION**

<b>School:</b>	Oxford Academy	<b>Date of Application:</b>	June 2, 2014
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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:**

The Filipino Club (TFC)
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**Purpose of the group (Please describe thoroughly):**

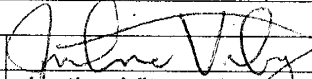
The purpose of The Filipino Club is to promote Filipino culture and fellowship among Filipino and non-Filipino students on campus. All students interested in learning about the Filipino culture are welcome to join and learn. The Filipino Club will promote unity and brotherhood among various students of different backgrounds, not only of Filipino origin, as a cultural student organization which aims to enhance awareness of the Filipino culture on campus, to foster goodwill and to develop a working relationship with the students of Oxford Academy, and to achieve academic excellence in our fields and endeavors. The purpose can also be read further in The Constitution of the Filipino Club in Article II.
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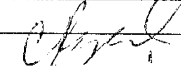
**Frequency of group meetings:**

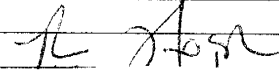
Every week on Fridays
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**Proposed meeting day, time and location:**


Day:	Friday	Time:	11:20-11:40	Location:	Room 406
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Applicant's Signature:		Date:	6/2/2014
Printed Name:	Justine Vitug Charlene Robles		

Advisor's Signature:		Date:	6/2/2014
Printed Name:	Christopher Royal		

Principal's Signature:		Date:	7/21/14
Printed Name:	Ron Hoshi		

**Send signed form to #15, Assistant Superintendent/Education, for approval.**

Assistant Superintendent's Signature:		Date:	9-9-14
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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**

<b>School:</b>	<b>Oxford Academy</b>	<b>Date of Application:</b>	<b>May 25, 2014</b>
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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:**

The Game Creators
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**Purpose of the group (Please describe thoroughly):**

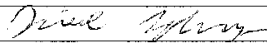
To teach interested students how to design and create their own games, to share ideas about plot structure and format and resources like character images and maps, and to showcase students' talents in game designing. Game Creators will utilize the free Unity software so that members can learn to create their own computer games with little knowledge of computer programming.
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**Frequency of group meetings:**

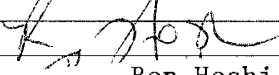
Once a week
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**Proposed meeting day, time and location:**

Day:	Tuesday	Time:	3-4 pm	Location:	Computer Lab (Room 401 if possible)
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Applicant's Signature:		Date:	5/25/2014
Printed Name:	Yunjing Zheng		

Advisor's Signature:		Date:	5/30/14
Printed Name:	Christen St. Clair		

Principal's Signature:		Date:	7/21/14
Printed Name:	Ron Hoshi		

**Send signed form to #15, Assistant Superintendent/Education, for approval.**

Assistant Superintendent's Signature:		Date:	9-9-14
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**Following approval, the completed application will be returned to the school principal.**

The Board of Trustees intends that technological resources provided by the district be used in a responsible and proper manner in support of the instructional program and for the advancement of student learning.

It is the purpose of this policy to outline acceptable student ~~and staff~~ behavior with respect to the use of electronic information resources and district technology.

### **DEFINITION**

District technology includes, but is not limited, to all equipment, and all files stored within, and software components related to the creation, gathering, modification or distribution of electronic information and materials, online electronic networks, sources accessed via modem, telephone or satellite, and distance learning sources including video conferencing.

### **PRIVILEGES**

The use of district technology is a privilege, not a right, and inappropriate use will result in the cancellation of those privileges. Use of district technology implies agreement to the terms and conditions of this policy. The Board of Trustees authorizes district and school network administrators to suspend or revoke access to district technology when questionable conditions arise.

### **PERSONAL RESPONSIBILITY**

The Superintendent or designee shall notify students and parents/guardians about authorized uses of district computers and consequences for unauthorized use and/or unlawful activities.

Students and Employees are expected to maintain consistently high levels of personal responsibility regarding the use of district technology. Rules found in the district's Student Discipline Policy 8700 and Education Code 48900, as well as ~~employee and student~~ handbooks clearly apply to students and ~~employees~~ conducting electronic research and communications. Additionally, the Board of Trustees expects that all system users will observe the definitions and authorized procedures described in Penal Code Section 502.

One fundamental need for acceptable student ~~and employee~~ use of district technology is respect for, and protection of, password/account code security, as well as restricted databases, files and other data. Personal passwords/accounts shall be created to protect students and ~~employees~~ utilizing electronic resources to conduct research. ~~or shall~~ Students ~~or employees~~ shall not use another party's password except in the authorized maintenance and monitoring of the network.

**NO EXPECTATION OF PRIVACY**

Employees Students shall have no expectation of privacy in any message, file, data, document, facsimile, or any other form of information accessed, transmitted to, received from, or stored on any technology owned, leased, used, maintained, moderated or otherwise operated by AUHSD, including, but not limited to, e-mails and other electronic communications. During the course of carrying out their responsibilities, authorized AUHSD personnel or other authorized representatives may access any technology, including employee student e-mails and other electronic communications without the knowledge of the user. AUHSD also has software and systems in place that monitor and record all internet / intranet and e-mail usage. AUHSD may capture user activity such as network resource and file access, data created, stored or transmitted in any form, telephone numbers dialed and web sites visited. The lack of privacy expectation with regard to AUHSD technology does not extend to a personal device owned by an individual employee except insofar as the employee individual uses that device to access the AUHSD network.

The use creation or change of any password, code or any method of encryption or the capacity to delete or purge files or messages, whether or not authorized by AUHSD, does not create any expectation of privacy in any message, file, data, document, communication, facsimile, or other form of information transmitted to, received from, or stored by technology.

**CONFIDENTIALITY OBLIGATIONS**

AUHSD endeavors to maintain the confidentiality of its internal e-mail systems and other electronically stored information, and employees students are expected to respect that confidentiality. Employees Students shall not copy, move, or otherwise transfer confidential or sensitive information or data to a directory or storage location that does not have adequate access restrictions.

AUHSD websites available to the general public must contain a Privacy Statement.

To safeguard and protect the proprietary, confidential and sensitive business information of AUHSD and to ensure that the use of all technology is consistent with AUHSD legitimate business and educational interests, authorized representatives of AUHSD may monitor the use of technology, messages and files.

Users who become aware of a possible security breach involving AUHSD technology or data shall immediately notify the AUHSD Director of Education and Information Technology or designee.

**GUIDELINES FOR ONLINE SERVICES/INTERNET ACCESS**

The Superintendent or designee shall ensure that all district computers with Internet access have a technology protection measure that blocks or filters Internet access to visual depictions of obscenity, child pornography, or are harmful to minors, and that the operation of such measures is enforced. (20 USC 7001, 47 USC 254)

The Board desires to protect students from access to harmful matter on the Internet and other online services. The Superintendent or designee shall implement rules and procedures designed to restrict students' access to harmful or inappropriate matter on the Internet. He/she also shall establish regulations to address the safety and security of students when using electronic mail, chat rooms and other forms of direct electronic communication.

Disclosure, use and dissemination of personal identification information regarding students are prohibited.

Staff shall supervise students while they are using online services and may ask teacher aides to assist in this supervision.

The Superintendent or designee shall provide age-appropriate instruction regarding safe and appropriate behavior on social networking sites, chat rooms, and other Internet services. Such instruction shall include, but not be limited to, the dangers of posting personal information online, misrepresentation by online predators, how to report inappropriate or offensive content or threats, behaviors that constitute cyberbullying, and how to respond when subjected to cyberbullying.

Cyberbullying is an act that may be committed face-to-face or "by an electronic act." An "electronic act" is defined as "transmission of a communication, including but not necessarily limited to, a message, text, sound, or image, **or a post on a social network Internet Web site**, by means of an electronic device, including but not necessarily limited to, a telephone, wireless telephone or other wireless communication device, computer, or pager."

Technology is an important aspect to the district's objective to create effective school to home parent communication to increase parent awareness and involvement. The district has implemented a variety of tools to facilitate parent communication including, but not limited to, a school-to-home telephony system, district and school web sites, and a student information system with parent and student portals that maintain pertinent student demographic and performance data. Employees are encouraged to populate these systems with appropriate and relevant data that make these systems useful.

It is expected that the use of district technology be limited to curriculum, instructional, and administrative projects both by staff and students.



**ACCEPTABLE USE**

The use of Anaheim Union High School District's technology is a privilege which may be revoked at any time. Behaviors which shall result in revocation of access shall include, but will not be limited to: Damage to or theft of system hardware or software; alteration of system software; placement of unlawful information, computer viruses or harmful programs on or through the computer system, either public or private files or messages; entry into restricted information on systems or network files in violation of password/account code restrictions; and/or use of the network for personal gain or to engage in political lobbying.

The District will make every effort to protect students and staff from access to inappropriate material by strict monitoring at the classroom level and through restrictions implemented by hardware, software, and Internet filters which will monitor network activity. The Board of Trustees recognizes it is impossible to eliminate access to all controversial materials. **Furthermore, because of the need for monitoring activity, there can be no expectation of privacy when using district technology.**

Any attempt to gain access to inappropriate or controversial materials shall be grounds for revocation of access to district technology and may result in other disciplinary action.

In order to help ensure that the district adapts to changing technologies and circumstances, the Superintendent or designee shall regularly review this policy, the accompanying administrative regulation and other procedures. He/she shall also monitor the district's filtering software to help ensure its effectiveness.

Access to electronic mail (e-mail) is a privilege and is designed to assist students and employees in the acquisition of knowledge and in efficiently communicating with others. The district e-mail system is designed solely for educational and work related purposes. E-mail files are subject to review by district and school personnel.

Students or employees who engage in activities commonly described as "hacking" (i.e., the unauthorized review, duplication, dissemination, removal, damage, or alteration of files, passwords, computer systems, or programs, or other property of the district, a business, or any other governmental agency obtained through unauthorized means) are subject to district discipline and loss of privileges.

Students and employees are not permitted to obtain, download, view or otherwise gain access to materials which may be deemed unlawful, harmful, abusive, obscene, pornographic, descriptive of destructive devices, or otherwise objectionable under current district policy or legal definitions.

The district or school staff reserves the right to remove files, limit or deny access, and refer staff or students violating the Board Policy for other disciplinary action. The Board of Trustees authorizes district and school administrators to monitor and review all aspects of the use of district technology.

**INTELLECTUAL PROPERTY**

Board Policy 7902 addresses the issues of copyright law. Users should assume that any material they did not create is copyrighted.

**SERVICES**

While the district is providing access to electronic resources, it makes no warranties, whether expressed or implied, for these services. The district will not be responsible for the accuracy of information obtained through district technology or for any damages suffered by any person while using these services. These damages include loss of data as result of delays, non-delivery or service interruptions caused by district technology or the user's errors or omissions. The use or distribution of any information that is obtained through district technology is at the user's own risk.

**SECURITY**

The Board of Trustees recognizes that district technology security is an extremely high priority. The accounts and passwords provided to each user are intended for the exclusive use of that person. Any problems which arise from the user's sharing his/her password/account are the responsibility of the account holder. Any misuse may result in the suspension or revocation of account privileges. The use of an account by someone other than the registered holder will be grounds for loss of access privileges to district technology.

Users are required to report immediately any abnormality in the system as soon as they observe it. Abnormalities should be reported to the classroom teacher and/or network administrator.

**VANDALISM OF THE ELECTRONIC NETWORK OR TECHNOLOGY SYSTEM**

Vandalism is defined as any malicious attempt to alter, harm or destroy equipment or data of another user, the district administrative network, or the other networks that are accessible via district technology. This includes, but is not limited to, the uploading or the creation of computer viruses, the alteration of data, or the theft of restricted information. Any vandalism of the district electronic network or technology system will result in the immediate loss of computer service, disciplinary action and, as appropriate, referral to law enforcement officials.

**Cross References:**

AUHSD Board Policies: 7902 Reproduction and Use of Copyrighted Materials  
8700 Student Discipline  
8708 Sexual Harassment, Students

**Legal References:**

Education Code: 48900 Suspension and expulsion  
48980 Required notification at beginning of term  
51006 Computer education and resources  
51007 Programs to strengthen technological skills  
51870-74 Education technology  
51870.5 Student Internet access  
60044 Prohibited instructional materials

**Penal Code:** 313 Harmful matter  
502 Computer crimes, remedies  
632 Eavesdropping on/or recording confidential communications  
United States Code, Title 20:  
6801-7005 Technology for Education Act of 1994  
7001 Internet safety policy and technology protection measures,  
Title III funds  
United States Code, Title 47:  
254 Universal service discounts (E-rate)  
Code of Federal Regulations, Title 16  
312.2-312.12 Children's online privacy protection  
Code of Federal Regulations, Title 47  
54.520 Internet safety policy and technology protection measures,  
E-rate discounts  
California Public Records Act  
Federal Civil Procedure (2006 amendment)  
AB 746

Board of Trustees

March 28, 1996

Revised: October 2001

Revised: January 2005

Revised: December 2005

Revised: January 2012

Revised: September 2014 *Pending*

E

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District technology includes, but is not limited, to all equipment, and all files stored within, and software components related to the creation, gathering, modification or distribution of electronic information and materials, online electronic networks, sources accessed via modem, telephone or satellite, and distance learning sources including video conferencing.

**PRIVILEGES**

The use of district technology is a privilege, not a right, and inappropriate use will result in the cancellation of those privileges. Use of district technology implies agreement to the terms and conditions of this policy. The Board of Trustees authorizes district and school network administrators to suspend or revoke access to district technology when questionable conditions arise.

**PERSONAL RESPONSIBILITY**

The Superintendent or designee shall notify students and parents/guardians about authorized uses of district computers and consequences for unauthorized use and/or unlawful activities.

Students and employees are expected to maintain consistently high levels of personal responsibility regarding the use of district technology. Rules found in the district's Student Discipline Policy 8700 and Education Code 48900, as well as employee and student handbooks clearly apply to students and employees conducting electronic research and communications. Additionally, the Board of Trustees expects that all system users will observe the definitions and authorized procedures described in Penal Code Section 502.

One fundamental need for acceptable student and employee use of district technology is respect for, and protection of, password/account code security, as well as restricted databases, files and other data. Personal passwords/accounts shall be created to protect students and employees utilizing electronic resources to conduct research or shall students or employees use another party's password except in the authorized maintenance and monitoring of the network.

**NO EXPECTATION OF PRIVACY**

Employees shall have no expectation of privacy in any message, file, data, document, facsimile, or any other form of information accessed, transmitted to, received from, or stored on any technology owned, leased, used, maintained, moderated or otherwise operated by AUHSD, including, but not limited to, e-mails and other electronic communications. During the course of carrying out their responsibilities, authorized AUHSD personnel or other authorized representatives may access any technology,

~~including employee e-mails and other electronic communications without the knowledge of the user. AUHSD also has software and systems in place that monitor and record all internet / intranet and e-mail usage. AUHSD may capture user activity such as network resource and file access, data created, stored or transmitted in any form, telephone numbers dialed and web sites visited. The lack of privacy expectation with regard to AUHSD technology does not extend to a personal device owned by an individual employee except insofar as the employee uses that device to access the AUHSD network.~~

~~The use creation or change of any password, code or any method of encryption or the capacity to delete or purge files or messages, whether or not authorized by AUHSD, does not create any expectation of privacy in any message, file, data, document, communication, facsimile, or other form of information transmitted to, received from, or stored by technology.~~

~~Employees are advised that employee e-mails and other electronic communications pertaining to the business of AUHSD generally are deemed to be public records and must be disclosed to members of the public upon request unless the records are specifically exempt from disclosure under the California Public Records Act. Moreover, documents may be subject to disclosure by subpoena or other legal process.~~

**~~CONFIDENTIALITY OBLIGATIONS~~**

~~AUHSD endeavors to maintain the confidentiality of its internal e-mail systems and other electronically stored information, and employees are expected to respect that confidentiality. Employees shall not copy, move, or otherwise transfer confidential or sensitive information or data to a directory or storage location that does not have adequate access restrictions.~~

~~AUHSD websites available to the general public must contain a Privacy Statement.~~

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**~~GUIDELINES FOR ONLINE SERVICES/INTERNET ACCESS~~**

~~The Superintendent or designee shall ensure that all district computers with Internet access have a technology protection measure that blocks or filters Internet access to visual depictions of obscenity, child pornography, or are harmful to minors, and that the operation~~

~~of such measures is enforced. (20 USC 7001, 47 USC 254)~~

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~~Disclosure, use and dissemination of personal identification information regarding students are prohibited.~~

~~Staff shall supervise students while they are using online services and may ask teacher aides to assist in this supervision.~~

~~The Superintendent or designee shall provide age appropriate instruction regarding safe and appropriate behavior on social networking sites, chat rooms, and other Internet services. Such instruction shall include, but not be limited to, the dangers of posting personal information online, misrepresentation by online predators, how to report inappropriate or offensive content or threats, behaviors that constitute cyberbullying, and how to respond when subjected to cyberbullying.~~

~~Cyberbullying is an act that may be committed face to face or "by an electronic act." An "electronic act" is defined as "transmission of a communication, including but not necessarily limited to, a message, text, sound, or image, **or a post on a social network Internet Web site**, by means of an electronic device, including but not necessarily limited to, a telephone, wireless telephone or other wireless communication device, computer, or pager."~~

~~Technology is an important aspect to the district's objective to creative effective school to home parent communication to increase parent awareness and involvement. The district has implemented a variety of tools to facilitate parent communication including, but not limited to, a school to home telephony system, district and school web sites, and a student information system with parent and student portals that maintain pertinent student demographic and performance data. Employees are encouraged to populate these systems with appropriate and relevant data that make these systems useful.~~

~~It is expected that the use of district technology be limited to curriculum, instructional, and administrative projects both by staff and students.~~

### ~~ACCEPTABLE USE~~

~~The use of Anaheim Union High School District's technology is a privilege which may be revoked at any time. Behaviors which shall result in revocation of access shall include, but~~

~~will not be limited to: Damage to or theft of system hardware or software; alteration of system software; placement of unlawful information, computer viruses or harmful programs on or through the computer system, either public or private files or messages; entry into restricted information on systems or network files in violation of password/account code restrictions; and/or use of the network for personal gain or to engage in political lobbying.~~

~~The District will make every effort to protect students and staff from access to inappropriate material by strict monitoring at the classroom level and through restrictions implemented by hardware, software, and Internet filters which will monitor network activity. The Board of Trustees recognizes it is impossible to eliminate access to all controversial materials. **Furthermore, because of the need for monitoring activity, there can be no expectation of privacy when using district technology.**~~

~~Any attempt to gain access to inappropriate or controversial materials shall be grounds for revocation of access to district technology and may result in other disciplinary action.~~

~~In order to help ensure that the district adapts to changing technologies and circumstances, the Superintendent or designee shall regularly review this policy, the accompanying administrative regulation and other procedures. He/she shall also monitor the district's filtering software to help ensure its effectiveness.~~

~~Access to electronic mail (e-mail) is a privilege and is designed to assist students and employees in the acquisition of knowledge and in efficiently communicating with others. The district e-mail system is designed solely for educational and work related purposes. E-mail files are subject to review by district and school personnel.~~

~~Students or employees who engage in activities commonly described as "hacking" (i.e., the unauthorized review, duplication, dissemination, removal, damage, or alteration of files, passwords, computer systems, or programs, or other property of the district, a business, or any other governmental agency obtained through unauthorized means) are subject to district discipline and loss of privileges.~~

~~Students and employees are not permitted to obtain, download, view or otherwise gain access to materials which may be deemed unlawful, harmful, abusive, obscene, pornographic, descriptive of destructive devices, or otherwise objectionable under current district policy or legal definitions.~~

~~The district or school staff reserves the right to remove files, limit or deny access, and refer staff or students violating the Board Policy for other disciplinary action. The Board of Trustees authorizes district and school administrators to monitor and review all aspects of the use of district technology.~~

## **INTELLECTUAL PROPERTY**

~~Board Policy 7902 addresses the issues of copyright law. Users should assume that any material they did not create is copyrighted. Employees may not claim personal copyright~~

~~privileges over files, data or materials developed in the scope of their employment. Although it is possible to download a wide variety of material, students and staff shall not create or maintain archival copies of these materials unless the source indicates that the materials are in the public domain.~~

## ACCEPTABLE USE AGREEMENT

The use of any district technology shall constitute agreement to the terms and conditions outlined by this policy.

Parents and students will be notified of this policy annually, in conjunction with the Parent-Student Handbook. Understanding of and agreement to all rules, policies and laws must be acknowledged on the Acceptable Use Agreement portion of the Receipt of Annual Parent-Student Handbook by signature of both student and parent/guardian. With their signatures, the student and his/her parent/guardian(s) agree to not hold the district responsible and shall agree to indemnify and hold harmless the district and all district personnel for the failure of any technology protection measures, violations of copyright restrictions, users' mistakes or negligence, or any costs incurred by users.

The following uses of AUHSD technology are unacceptable and in violation of this policy:

1. Uses that violate any state or federal law or municipal ordinance
2. Selling or purchasing any illegal substance
3. Threatening, harassing or making defamatory or false statements about others - cyberbullying is prohibited by state law
4. Accessing, transmitting or downloading offensive, harassing or disparaging materials
5. Using any district computer to pursue hacking, internal or external to the district or attempting to access information that is protected by privacy laws
6. Using the district Internet system to engage in any unlawful act including, but not limited to, arranging for a drug sale or the purchase of alcohol, engaging in criminal gang activity, espionage, or threatening the safety of any person
7. Accessing, transmitting or downloading computer malware (including viruses, worms, spyware, adware, Trojan horses) or other harmful files or programs or in any way degrading or disrupting any computer system performance
8. Accessing, transmitting or downloading child pornography, obscene depictions, harmful materials or materials that encourage others to violate the law, materials that advocate participation in hate groups or other potentially dangerous groups.
9. Transmitting or downloading confidential information, copyrighted materials, unauthorized software, or committing plagiarism
10. Obtaining and/or using an anonymous e-mail site
11. Obtaining and/or using an anonymous proxy site
12. Accessing another user's e-mail without their permission; deleting, copying, modifying or forging other user's e-mails, files or data
13. Unauthorized use of another user's password



14. Accessing, transmitting or downloading large files, including "chain letters" or any type of "pyramid schemes"
15. Selling, advertising or buying anything over the Internet for personal financial gain
16. Conducting for-profit business activities and/or engaging in non-government related fundraising or public relations activities such as solicitation for religious purposes, lobbying for political purposes or soliciting votes
17. Using any district computer contrary to Social Media section of this policy
18. Using games or game sites for non-educational purposes
19. Gambling or engaging in any other activity in violation of local, state or federal law
20. Streaming video or audio content for purposes other than legitimate AUHSD business and / or educational purposes

~~With their signatures, the student and his/her parent/guardian(s) agree to not hold the district responsible and shall agree to indemnify and hold harmless the district and all district personnel for the failure of any technology protection measures, violations of copyright restrictions, users' mistakes or negligence, or any costs incurred by users.~~

### ~~SERVICES~~

~~While the district is providing access to electronic resources, it makes no warranties, whether expressed or implied, for these services. The district will not be responsible for the accuracy of information obtained through district technology or for any damages suffered by any person while using these services. These damages include loss of data as result of delays, non-delivery or service interruptions caused by district technology or the user's errors or omissions. The use or distribution of any information that is obtained through district technology is at the user's own risk.~~

### ~~SECURITY~~

~~The Board of Trustees recognizes that district technology security is an extremely high priority. The accounts and passwords provided to each user are intended for the exclusive use of that person. Any problems which arise from the user's sharing his/her password/account are the responsibility of the account holder. Any misuse may result in the suspension or revocation of account privileges. The use of an account by someone other than the registered holder will be grounds for loss of access privileges to district technology.~~

~~Users are required to report immediately any abnormality in the system as soon as they observe it. Abnormalities should be reported to the classroom teacher and/or network administrator.~~

### ~~VANDALISM OF THE ELECTRONIC NETWORK OR TECHNOLOGY SYSTEM~~

~~Vandalism is defined as any malicious attempt to alter, harm or destroy equipment or data~~

~~of another user, the district administrative network, or the other networks that are accessible via district technology. This includes, but is not limited to, the uploading or the creation of computer viruses, the alteration of data, or the theft of restricted information. Any vandalism of the district electronic network or technology system will result in the immediate loss of computer service, disciplinary action and, as appropriate, referral to law enforcement officials.~~

### **INTERNET SAFETY: USER OBLIGATIONS AND RESPONSIBILITIES**

Users are authorized to use the district's equipment to access the Internet or online sites/services in accordance with user obligations and responsibilities specified below and in accordance with Board of Trustees' policies.

The district's technology system shall be used only for purposes related to education. Commercial, political and/or personal use unrelated to an educational purpose is strictly prohibited.

1. Users shall not access, post, submit, publish or display harmful or inappropriate matter that is threatening, obscene, disruptive or sexually explicit, or that can be construed as harassment or disparagement of others based on their race/ethnicity, national origin, gender, sexual orientation, age, disability, religion or political beliefs.
2. Users shall not disclose, use or disseminate personal identification information about themselves or others when using electronic mail, chat rooms, or other forms of direct electronic communication. Students are also cautioned not to disclose such information by other means to individuals located through the Internet without permission of their parents/guardians. Personal information includes the student's name, address, telephone number, Social Security number, or other individually identifiable information.
3. Users shall not use the system to encourage the use of drugs, alcohol or tobacco, nor shall they promote unethical practices or any activity prohibited by law or district policy.
4. Copyrighted material may not be placed on the system without the author's permission. Users may download approved copyrighted material for their own use only.
5. The act of vandalism will result in the cancellation of user privileges. Vandalism includes the intentional uploading, downloading or creating computer viruses and/or any malicious attempt to harm, destroy, steal or wastefully misuse district equipment or materials or the data of any other user.
6. ~~Students or employees~~ Users who engage in activities commonly described as "hacking" (i.e., the unauthorized review, duplication, dissemination, removal, damage, or alteration of files, passwords, computer systems, or programs, or other property of the district, a business, or any other governmental agency obtained through unauthorized means) are subject to district discipline and loss of privileges.

7. Users shall not post anonymous messages, read other users' mail or files, they shall not attempt to interfere with other users' ability to send or receive electronic mail, nor shall they attempt to delete, copy, modify or forge other users' mail or intellectual property.
8. Users shall report any security problem or misuse of the services to the teacher, principal or appropriate administrator.

The administrator, principal or designee shall make all decisions regarding whether or not a user has violated Board Policies. The decision of the administrator, Principal or designee shall be final.

Inappropriate use shall result in cancellation of the user's privileges, disciplinary action and/or legal action in accordance with law and Board Policy.

### **GUIDELINES FOR REMOTE ACCESS DEVICES**

The following security guidelines attempt to ensure that confidential information that is used or accessed from off-campus is protected to the same degree that it is protected when accessed via a district workstation. All ~~district staff and~~ students who use a remote access device to access district networks must follow these guidelines. A remote access device is any device, district or personally owned that can connect to a district network. Devices may include, but are not limited to, cellular telephones, personal digital assistants (PDA), tablet computers, sub-notebook computers, notebook computers, laptop computers, and personal computers.

- ~~Staff, Students and vendors using remote access devices are responsible for any loss, damage or wear to the remote access device if the equipment is provided by district.~~
- ~~Staff, Students and vendors are responsible for taking precautions so that only authorized individuals can gain access to any district information that is stored or accessed from their remote access device.~~
- ~~Staff, Students and vendor agrees that the use of the equipment, software, data and supplies provided by the department is limited to authorized persons If the equipment is provided by district,~~
- ~~Personally owned devices require prior approval by the Director, Education and Information Technology, to connect to the District network.~~
- ~~District staff is not responsible for and will not repair personally owned devices.~~
- ~~Staff, Students and vendors must take the necessary precautions ensuring that unauthorized individuals cannot view confidential information that appears on the screen when using the remote access device.~~
- ~~Staff, Students and vendors shall never share their passwords with anyone.~~
- ~~Staff, Students, and vendors agree to abide by software licensing and security agreements.~~

- A current version of antivirus software, with up-to-date virus definitions, must be installed on the remote access device. Staff, Students and vendors are responsible for making sure the antivirus software and signature files are kept current on the remote access device they are using.
- Anti-spyware software is required for all relevant remote access devices.
- A local firewall is required for all relevant remote access devices
- ~~Staff members do not have any rights or ownership interests in any information belonging to the Anaheim Union High School District and must appropriately dispose of any information that may be stored on their personal computer once they are no longer employed by or associated with the district.~~

### GUIDELINES FOR PERSONALLY OWNED DEVICES

The use of personal mobile devices, such as laptops, cellular phones, tablets, pagers, or other electronic signaling devices, by students on campus is subject to all applicable District policies and regulations concerning technology use, as well as the following rules and understandings:

- The District accepts no financial responsibility for damage, loss or theft. Devices should not be left unattended.
- The District reserves the right to delete district-owned data from personal devices in the event of the loss of a device, termination, graduation, any separation from the District, or any other appropriate event. The District will try not to access or erase personal items.
- The District will monitor all Internet or intranet access.
- District staff is not responsible for and will not repair personally-owned devices.
- If the District has reasonable cause to believe that the student has used the device to violate the law or District policy, the device may be searched by authorized personnel and/or law enforcement may be contacted.
- Permission to have a student mobile device at school is contingent on parent/guardian permission in the form of a signed copy of the District's Information Technology Acceptable Use Agreement.
- Students will comply with policies herein and will affirm compliance during network onboarding process.
- All costs for data plans and fees associated with mobile devices are the responsibility of the student. The District does not require the use of personal mobile devices and does not rely on personal devices in its instructional program or extracurricular activities.
- Use during class time must be authorized by the teacher.
- Personally-owned devices that are authorized for use on campus must operate quietly, may not obstruct the view or passage of others, must operate on its own power, and may not have distracting lights or distracting moving parts.
- Use of devices on campus during the school day, while attending school-sponsored activities, or while under the supervision and control of a school district employee must be specifically authorized by school policy or procedure.

- The district acknowledges the importance of electronic communication between students and parents, particularly in school-wide emergency situations and recognizes the importance of electronic devices as tools for 21<sup>st</sup> century learning environments. The intent of this policy is to authorize the use of electronic devices for legitimate educational purposes unless the use of the devices causes a disruption or interferes with the orderly operation of the school environment. Misuse or use inconsistent with school policy will subject student to disciplinary consequences.
- Students may not take, possess or share obscene photographs or video.
- Students may not photograph, videotape or otherwise record any instructional materials, including tests.

### **GUIDELINES FOR DISTRICT- OWNED MOBILE DEVICES**

When a student is using a District-owned mobile device, all of the guidelines related to personally-owned mobile devices apply in addition to the following:

- The device may be used only for school-related purposes.
- Users may not download applications to the device without permission from the teacher or other District employee.
- Users must follow all user agreements associated with the applications.
- The student and parent/guardian will be responsible for the replacement cost if the device is lost or is damaged because of intentional misuse.

### **E-MAIL**

Electronic mail (e-mail) is available to most ~~District staff~~ and students. It is a valuable tool in improving ~~business~~ communication within and outside of AUHSD. The system belongs to AUHSD and is to be used for ~~business~~ educational purposes. There should be no expectation of privacy in anything created, stored, sent, or received on the e-mail system. To ensure compliance and proper usage, the following regulations have been established.

#### **A. Basic Guidelines**

1. All e-mail messages, as all paper documents, are the property of the District and are subject to office policy, procedures, and control.
2. E-mail is for ~~business~~ school use. Messages can be stored, forwarded and printed. As such, the Department has the right to review them. The messages become public documents available to the public and subject to court subpoena in any legal proceedings.
3. Correspondence via e-mail should comply with all the same requirements for correspondence prepared by staff as identified in the AUHSD Procedures and Policies Style Guide.
4. Include a pertinent subject title.
5. Messages should be brief and concise.
6. E-mail messages should not contain profanity, racial or sexual slurs, or other unprofessional language.

7. E-mail messages should include professional fonts, colors, backgrounds, logos, etc.
8. Personal information which falls under any applicable privacy regulation shall not be communicated through or attached to e-mail, unless such information is necessary in the course of business and has a legitimate purpose. Communication of personal information must be considered as "confidential" at all times for the protection of individual privacy rights. Unauthorized access to personal information is prohibited. Specific examples of personal information includes, but is not limited to, the following:
  - a. Social security numbers
  - b. Employee's salary, address or telephone number
  - c. Disciplinary action or documentation or performance problems
  - d. Details of a health or medical condition
9. Mailbox space should be kept to a minimum. Delete unneeded messages.
10. Outlook data files, including, but not limited to: PST, OST, are not permitted.
11. Employees Students are responsible for any messages sent using their e-mail account.
12. E-mail messages **automatically** include the Anaheim Union High School District Disclaimer indicating that if the individual is not the intended recipient of the message, any reproduction contained in the transmission is strictly prohibited unless it is subject to review by AUHSD.

#### ANAHEIM UNION HIGH SCHOOL DISTRICT E-MAIL DISCLAIMER

This communication and any documents, files, or previous e-mail messages attached to it, constitute an electronic communication within the scope of the Electronic Communication Privacy Act, 18 USCA 2510.

This communication may contain non-public, confidential, or legally privileged information intended for the sole use of the designated recipient(s). The unlawful interception, use or disclosure of such information is strictly prohibited under 18 USCA 2511 and any applicable laws.

- ~~13. AUHSD business shall be conducted using an AUHSD e-mail account.~~
14. Students shall exclusively use their AUHSD-provided email account when using email to communicate with AUHSD teachers and staff.

#### ~~B. Distribution~~

##### ~~1. Announcements~~

- ~~a. Announcements shall abide by the guidelines in Section A.~~
- ~~b. Announcements to "all district" should be approved by the supervisor as to appropriateness.~~
  - ~~• Cabinet designates users that can send "all district" e-mails.~~
- ~~c. Announcements such as birth, death, or marriage notices are to be sent only within the division, unless prior approval is obtained from a Cabinet representative to send it to other divisions.~~

##### ~~2. Notification of Separated Employees~~

~~Human Resources is required to notify Information Systems to remove employees from the system when they have separated employment with AUHSD. Exceptions will be made by Cabinet.~~

~~3. Notification of Information Changes~~

~~Human Resources is required to notify Information Systems to amend employee information they are promoted, demoted, change locations, or change names.~~

C. Passwords

- 1. ~~Employees~~ Students are responsible for their passwords on their e-mail account.
- 2. Each user is expected to change the password from the generic password to a personalized password and keep it secure – **including not sharing passwords with other parties**. Continued use of the generic password can result in someone else sending messages in the owner’s name, in which case the owner is held responsible. Automatic logging onto e-mail should NOT be used.
- 3. Passwords should be created with the following:
  - a. Use BOTH upper- and lower-case letters. It is preferable to use upper case letters on any character but the first character.
  - b. Place numbers and punctuation marks randomly in your password.
  - c. Make your password long and complex, so it is hard to crack. Between 8 to 20 characters long is recommended.
  - d. Use one or more of these special characters: ! @# \$ % \* ()-= ,
  - e. Spaces are not allowed
  - f. Make your password easy to type quickly. This will make it harder for someone looking over your shoulder to steal it.

**E-Mail Retention**

E-Mail messages, created or received in the transaction of AUHSD business, are public records and is open to public inspection. Depending on the content and topic of a particular message, it may or may not be exempt from public inspection under the California Public Records Act.

The e-mail system will retain e-mails for a reasonable time frame for both disaster recovery and the recently amended federal legislation. Currently, deleted e-mails will be removed from the users’ inbox after 7 days, and sent items 365 days; however, the user will be able to retrieve the e-mail from the archive server for a period of 5 years.

**SOCIAL NETWORKING**

**Access to Social Networking Sites**

~~An employee~~ A student with a business-educationally-related need to access a social networking site using AUHSD Technology and / or for AUHSD business may request such access from his/her school administrator, or designee supervisor. ~~Such requests must~~

ultimately be approved by the Innovation Committee and will be amended to an official approval document. All postings to the site shall be business-related and consistent with AUHSD policy.

### **Creation of AUHSD-Related Web 2.0 Sites**

- a. ~~Definition of Web 2.0 site: Web 2.0 sites, such as Facebook, Twitter, blogs, wikis, and chat rooms, allow users to interact and collaborate with each other in a social media dialogue as creators of user-generated content in a virtual community, in contrast to non-interactive websites where users are limited to the passive viewing of content that was created for them.<sup>1</sup>~~
  
- b. ~~Employees who wish to create an AUHSD-related Web 2.0 site, or similar, must have approval from their supervisor and the Innovation Committee (Committee). The Committee will approve the content of the site and determine whether the site will be structured to accept postings from individuals outside of AUHSD. All such sites must be in compliance with AUHSD's Web Authoring Standards.~~
  
- c. ~~In determining whether to accept postings from individuals outside of AUHSD for a particular purpose, the Committee may want to consult with the Assistant Superintendent, Human Resources, to determine the nature of the forum that is being created, as well as the ability of the Department to exclude certain types of materials from the site without violating the free speech rights of the poster.~~
  
- d. ~~Committee shall not approve the creation of a Web 2.0 site, or similar, that constitutes a "designated public forum" (i.e., a forum that allows all individuals to speak to any topic).~~
  
- e. ~~If the Committee approves the creation of a "limited public forum," (i.e., a site restricted to certain groups or dedicated solely to the discussion of certain subjects), any restrictions on speech shall be reasonable and viewpoint neutral. The Committee designee shall be responsible for monitoring the postings to the site and upon receipt of a complaint concerning inappropriate content shall immediately notify the Assistant Superintendent, Human Resources. The site should direct visitors to make complaints to [abuse@auhsd.us](mailto:abuse@auhsd.us). The following types of postings shall be removed immediately:~~

- ~~Obscenity~~
- ~~Pornography/child pornography~~

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<sup>1</sup> [http://en.wikipedia.org/wiki/Web\\_2.0](http://en.wikipedia.org/wiki/Web_2.0)



- Material that is harmful to minors as defined in 47 U.S.C. 254
- Material that constitutes or advocates illegal activity
- Material that discloses confidential information concerning AUHSD students or personnel
- Material that promotes the use of alcohol, tobacco or illegal drugs
- Material that advocates violence, hate groups or other dangerous groups
- Threats
- Bullying
- Material that discriminates against people based on a protected characteristic
- Materials that violate copyright laws
- Commercial advertising
- Defamatory information
- Private information concerning another person, including photographs, posted without that person's permission

- ~~f. Material that urges the support or defeat of a political candidate or ballot proposition. Employees shall not permit students to access AUHSD computers that contain a Web 2.0 site, access to such sites or similar, unless the site is created specifically for a class and is monitored by the teacher to remove the types of materials listed in subsection IV(e) above. All students assigned to the class (and parents of minor students) must be able to access class related sites developed and maintained using AUHSD or personal technology; other individuals shall be excluded from such sites. Teachers and others may not post student names, photographs, or work without prior written authorization from the student's parent or guardian, or responsible agency, if applicable.~~

### CONSEQUENCES

Any student violation of board policy should be treated as a Class II infraction. Disciplinary consequences can range from warning, conference, confiscation, detention, alternatives to suspension or suspension. Each school may develop their own progressive discipline based on local school site decisions. The consequences for violating this policy include, but are not limited to, one or more of the following:

- Suspension of district network privileges,
- Revocation of network privileges,
- Suspension of Internet access,
- Revocation of Internet access,
- Suspension of computer access,
- Revocation of computer access,
- School suspension,
- Expulsion,
- ~~Disciplinary action up to and including dismissal (staff only), or~~
- Referral to legal authorities for prosecution under California Penal Code Section 502.

At the beginning of each school year, parents/guardians shall be notified of the district's policy and administrative regulations regarding access by students to the Internet and online sites/services and the permitted use of electronic devices (either District owned or personally owned) on campus. (Education Code 48980)

The principal or designee shall oversee the maintenance of each school's technology and may establish guidelines and limits on their use. He/she shall ensure that all students using these resources receive training in their proper and appropriate use.

**~~Cross References:-~~**

~~AUHSD Board Policies: 7902 Reproduction and Use of Copyrighted Materials  
—— 8700 Student Discipline  
————— 8708 Sexual Harassment, Students~~

**~~Legal References:-~~**

~~Education Code: 48900 Suspension and expulsion  
48980 Required notification at beginning of term  
51006 Computer education and resources  
51007 Programs to strengthen technological skills  
51870-74 Education technology  
51870.5 Student Internet access  
60044 Prohibited instructional materials~~

**~~Penal Code:~~** ~~313 Harmful matter  
502 Computer crimes, remedies  
632 Eavesdropping on/or recording confidential communications  
United States Code, Title 20:  
6801-7005 Technology for Education Act of 1994  
7001 Internet safety policy and technology protection measures,  
Title III funds  
United States Code, Title 47:  
254 Universal service discounts (E-rate)  
Code of Federal Regulations, Title 16  
312.2-312.12 Children's online privacy protection  
Code of Federal Regulations, Title 47  
54.520 Internet safety policy and technology protection measures,  
E-rate discounts  
California Public Records Act  
Federal Civil Procedure (2006 amendment)  
Board of Trustees AB 746~~

March 28, 1996

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Revised: December 2005

Revised: January 2012

Revised: September 2014 *Pending*

**USE OF TECHNOLOGY**

The Board of Trustees intends that technological resources provided by the district be used in a responsible and proper manner in support of the instructional program and for the advancement of student learning.

It is the purpose of this policy to outline acceptable staff behavior with respect to the use of electronic information resources and district technology.

**DEFINITION**

District technology includes, but is not limited, to all equipment, and all files stored within, and software components related to the creation, gathering, modification or distribution of electronic information and materials, online electronic networks, sources accessed via modem, telephone or satellite, and distance learning sources including video conferencing.

**PRIVILEGES**

The use of district technology is a privilege, not a right, and inappropriate use will result in the cancellation of those privileges. Use of district technology implies agreement to the terms and conditions of this policy. The Board of Trustees authorizes district and school network administrators to suspend or revoke access to district technology when questionable conditions arise.

**PERSONAL RESPONSIBILITY**

The Superintendent or designee shall notify employees about authorized uses of district computers and consequences for unauthorized use and/or unlawful activities.

Employees are expected to maintain consistently high levels of personal responsibility regarding the use of district technology. Rules found in the Education Code 48900, employee handbooks, and this policy clearly apply to employees conducting electronic research and communications. Additionally, the Board of Trustees expects that all system users will observe the definitions and authorized procedures described in Penal Code Section 502.

One fundamental need for acceptable employee use of district technology is respect for, and protection of, password/account code security, as well as restricted databases, files and other data. Personal passwords/accounts shall be created to protect employees utilizing electronic resources to conduct research. Employees shall not use another user's password except in the authorized maintenance and monitoring of the network.

**NO EXPECTATION OF PRIVACY**

Employees shall have no expectation of privacy in any message, file, data, document, facsimile, or any other form of information accessed, transmitted to, received from, or stored on any technology owned, leased, used, maintained, moderated or otherwise operated by AUHSD, including, but not limited to, e-mails and other electronic

communications. During the course of carrying out their responsibilities, authorized AUHSD personnel or other authorized representatives may access any technology, including employee e-mails and other electronic communications without the knowledge of the user. AUHSD also has software and systems in place that monitor and record all internet / intranet and e-mail usage. AUHSD may capture user activity such as network resource and file access, data created, stored or transmitted in any form, telephone numbers dialed and web sites visited. The lack of privacy expectation with regard to AUHSD technology does not extend to a personal device owned by an individual employee—except insofar as the employee individual uses that device to access the AUHSD network.

The use creation or change of any password, code or any method of encryption or the capacity to delete or purge files or messages, whether or not authorized by AUHSD, does not create any expectation of privacy in any message, file, data, document, communication, facsimile, or other form of information transmitted to, received from, or stored by technology.

Employees are advised that employee e-mails and other electronic communications pertaining to the business of AUHSD generally are deemed to be public records and must be disclosed to members of the public upon request unless the records are specifically exempt from disclosure under the California Public Records Act. Moreover, documents may be subject to disclosure by subpoena or other legal process.

### **CONFIDENTIALITY OBLIGATIONS**

AUHSD endeavors to maintain the confidentiality of its internal e-mail systems and other electronically stored information, and employees are expected to respect that confidentiality. Employees shall not copy, move, or otherwise transfer confidential or sensitive information or data to a directory or storage location that does not have adequate access restrictions.

AUHSD websites available to the general public must contain a Privacy Statement.

To safeguard and protect the proprietary, confidential and sensitive business information of AUHSD and to ensure that the use of all technology is consistent with AUHSD legitimate business and educational interests, authorized representatives of AUHSD may monitor the use of technology, messages and files.

Users who become aware of a possible security breach involving AUHSD technology or data shall immediately notify the AUHSD Director of Education and Information Technology or designee.

### **GUIDELINES FOR ONLINE SERVICES/INTERNET ACCESS**

The Superintendent or designee shall ensure that all district computers with Internet access have a technology protection measure that blocks or filters Internet access to visual depictions of obscenity, child pornography, or are harmful to minors, and that the

operation of such measures is enforced. (20 USC 7001, 47 USC 254)

The Board desires to protect employees' from access to harmful matter on the Internet and other online services. The Superintendent or designee shall implement rules and procedures designed to restrict employees' access to harmful or inappropriate matter on the Internet. He/she also shall establish regulations to address the safety and security of employees when using electronic mail, chat rooms and other forms of direct electronic communication.

Disclosure, use and dissemination of personal identification information regarding students are prohibited.

Staff shall supervise students while they are using online services and may ask teacher aides to assist in this supervision.

The Superintendent or designee shall provide age-appropriate instruction regarding safe and appropriate behavior on social networking sites, chat rooms, and other Internet services. Such instruction shall include, but not be limited to, the dangers of posting personal information online, misrepresentation by online predators, how to report inappropriate or offensive content or threats, behaviors that constitute cyberbullying, and how to respond when subjected to cyberbullying.

Cyberbullying is an act that may be committed face-to-face or "by an electronic act." An "electronic act" is defined as "transmission of a communication, including but not necessarily limited to, a message, text, sound, or image, or a post on a social network Internet Web site, by means of an electronic device, including but not necessarily limited to, a telephone, wireless telephone or other wireless communication device, computer, or pager."

Technology is an important aspect to the district's objective to create effective school to home parent communication to increase parent awareness and involvement. The district has implemented a variety of tools to facilitate parent communication including, but not limited to, a school-to-home telephony system, district and school web sites, and a student information system with parent and student portals that maintain pertinent student demographic and performance data. Employees are encouraged to populate these systems with appropriate and relevant data that make these systems useful.

It is expected that the use of district technology be limited to curriculum, instructional, and administrative projects by staff.

### **ACCEPTABLE USE**

The use of Anaheim Union High School District's technology is a privilege which may be revoked at any time. Behaviors which shall result in revocation of access shall include, but will not be limited to: Damage to or theft of system hardware or software; alteration of system software; placement of unlawful information, computer viruses or harmful programs on or through the computer system, either public or private files or messages;

entry into restricted information on systems or network files in violation of password/account code restrictions; and/or use of the network for personal gain or to engage in political lobbying.

The District will make every effort to protect staff from access to inappropriate material by monitoring and through restrictions implemented by hardware, software, and Internet filters which will monitor network activity. The Board of Trustees recognizes it is impossible to eliminate access to all controversial materials. Furthermore, because of the need for monitoring activity, there can be no expectation of privacy when using district technology.

Any attempt to gain access to inappropriate or controversial materials shall be grounds for revocation of access to district technology and may result in other disciplinary action.

In order to help ensure that the district adapts to changing technologies and circumstances, the Superintendent or designee shall regularly review this policy, the accompanying administrative regulation and other procedures. He/she shall also monitor the district's filtering software to help ensure its effectiveness.

Access to electronic mail (e-mail) is a privilege and is designed to assist employees in the acquisition of knowledge and in efficiently communicating with others. The district e-mail system is designed solely for educational and work related purposes. E-mail files are subject to review by district and school personnel.

Employees who engage in activities commonly described as "hacking" (i.e., the unauthorized review, duplication, dissemination, removal, damage, or alteration of files, passwords, computer systems, or programs, or other property of the district, a business, or any other governmental agency obtained through unauthorized means) are subject to district discipline and loss of privileges.

Employees are not permitted to obtain, download, view or otherwise gain access to materials which may be deemed unlawful, harmful, abusive, obscene, pornographic, descriptive of destructive devices, or otherwise objectionable under current district policy or legal definitions.

The district or school staff reserves the right to remove files, limit or deny access, and refer staff for violating the Board Policy for other disciplinary action. The Board of Trustees authorizes district and school administrators to monitor and review all aspects of the use of district technology.

### **INTELLECTUAL PROPERTY**

Board Policy 7902 addresses the issues of copyright law. Users should assume that any material they did not create is copyrighted. Employees may not claim personal copyright privileges over files, data or materials developed in the scope of their employment. Although it is possible to download a wide variety of material, students and staff shall not create or maintain archival copies of these materials unless the source

indicates that the materials are in the public domain.

### **SERVICES**

While the district is providing access to electronic resources, it makes no warranties, whether expressed or implied, for these services. The district will not be responsible for the accuracy of information obtained through district technology or for any damages suffered by any person while using these services. These damages include loss of data as result of delays, non-delivery or service interruptions caused by district technology or the user's errors or omissions. The use or distribution of any information that is obtained through district technology is at the user's own risk.

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The Board of Trustees recognizes that district technology security is an extremely high priority. The accounts and passwords provided to each user are intended for the exclusive use of that person. Any problems which arise from the user's sharing his/her password/account are the responsibility of the account holder. Any misuse may result in the suspension or revocation of account privileges. The use of an account by someone other than the registered holder will be grounds for loss of access privileges to district technology.

Users are required to report immediately any abnormality in the system as soon as they observe it. Abnormalities should be reported to the classroom teacher and/or network administrator.

### **VANDALISM OF THE ELECTRONIC NETWORK OR TECHNOLOGY SYSTEM**

Vandalism is defined as any malicious attempt to alter, harm or destroy equipment or data of another user, the district administrative network, or the other networks that are accessible via district technology. This includes, but is not limited to, the uploading or the creation of computer viruses, the alteration of data, or the theft of restricted information. Any vandalism of the district electronic network or technology system will result in the immediate loss of computer service, disciplinary action and, as appropriate, referral to law enforcement officials.

### **Cross References:**

AUHSD Board Policies: 7902 Reproduction and Use of Copyrighted Materials  
8700 Student Discipline  
8708 Sexual Harassment, Students

### **Legal References:**

Education Code: 48900 Suspension and expulsion  
48980 Required notification at beginning of term



51006 Computer education and resources  
51007 Programs to strengthen technological skills  
51870-74 Education technology  
51870.5 Student Internet access  
60044 Prohibited instructional materials

Penal Code: 313 Harmful matter  
502 Computer crimes, remedies  
632 Eavesdropping on/or recording confidential communications  
United States Code, Title 20:  
6801-7005 Technology for Education Act of 1994  
7001 Internet safety policy and technology protection measures,  
Title III funds  
United States Code, Title 47:  
254 Universal service discounts (E-rate)  
Code of Federal Regulations, Title 16  
312.2-312.12 Children's online privacy protection  
Code of Federal Regulations, Title 47  
54.520 Internet safety policy and technology protection measures,  
E-rate discounts  
California Public Records Act  
Federal Civil Procedure (2006 amendment)  
AB 746

Board of Trustees

March 28, 1996

Revised: October 2001

Revised: January 2005

Revised: December 2005

Revised: January 2012

Revised: September 2014 *Pending*

E

## ACCEPTABLE USE AGREEMENT

The use of any district technology shall constitute agreement to the terms and conditions outlined by this policy.

Employees will be notified of this policy annually. Understanding of and agreement to all rules, policies and laws must be acknowledged on the Acceptable Use Agreement. With their signatures, the employee agrees to not hold the district responsible and shall agree to indemnify and hold harmless the district and all district personnel for the failure of any technology protection measures, violations of copyright restrictions, users' mistakes or negligence, or any costs incurred by users.

The following uses of AUHSD technology are unacceptable and in violation of this policy:

1. Uses that violate any state or federal law or municipal ordinance.
2. Selling or purchasing any illegal substance.
3. Threatening, harassing or making defamatory or false statements about others - cyberbullying is prohibited by state law.
4. Accessing, transmitting or downloading offensive, harassing or disparaging materials.
5. Using any district computer to pursue hacking, internal or external to the district or attempting to access information that is protected by privacy laws.
6. Using the district Internet system to engage in any unlawful act including, but not limited to, arranging for a drug sale or the purchase of alcohol, engaging in criminal gang activity, espionage, or threatening the safety of any person.
7. Accessing, transmitting or downloading computer malware (including viruses, worms, spyware, adware, Trojan horses) or other harmful files or programs or in any way degrading or disrupting any computer system performance.
8. Accessing, transmitting or downloading child pornography, obscene depictions, harmful materials or materials that encourage others to violate the law, materials that advocate participation in hate groups or other potentially dangerous groups.
9. Transmitting or downloading confidential information, copyrighted materials, unauthorized software, or committing plagiarism.
10. Obtaining and/or using an anonymous e-mail site.
11. Obtaining and/or using an anonymous proxy site.
12. Accessing another user's e-mail without their permission; deleting, copying, modifying or forging other user's e-mails, files or data
13. Unauthorized use of another user's password.
14. Accessing, transmitting or downloading large files, including "chain letters" or any type of "pyramid schemes".
15. Selling, advertising or buying anything over the Internet for personal financial gain
16. Conducting for-profit business activities and/or engaging in non-government related fundraising or public relations activities such as solicitation for religious purposes, lobbying for political purposes or soliciting votes.
17. Using any district computer contrary to Social Media section of this policy
18. Using games or game sites for non-educational purposes.

19. Gambling or engaging in any other activity in violation of local, state or federal law.
20. Streaming video or audio content for purposes other than legitimate AUHSD business and / or educational purposes.

### **INTERNET SAFETY: USER OBLIGATIONS AND RESPONSIBILITIES**

Users are authorized to use the district's equipment to access the Internet or online sites/services in accordance with user obligations and responsibilities specified below and in accordance with Board of Trustees' policies.

The district's technology system shall be used only for purposes related to education. Commercial, political and/or personal use unrelated to an educational purpose is strictly prohibited.

1. Users shall not access, post, submit, publish or display harmful or inappropriate matter that is threatening, obscene, disruptive or sexually explicit, or that can be construed as harassment or disparagement of others based on their race/ethnicity, national origin, gender, sexual orientation, age, disability, religion or political beliefs.
2. Users shall not disclose, use or disseminate personal identification information about themselves or others when using electronic mail, chat rooms, or other forms of direct electronic communication. Personal information includes the student's name, address, telephone number, Social Security number, or other individually identifiable information.
3. Users shall not use the system to encourage the use of drugs, alcohol or tobacco, nor shall they promote unethical practices or any activity prohibited by law or district policy.
4. Copyrighted material may not be placed on the system without the author's permission. Users may download approved copyrighted material for their own use only.
5. The act of vandalism will result in the cancellation of user privileges. Vandalism includes the intentional uploading, downloading or creating computer viruses and/or any malicious attempt to harm, destroy, steal or wastefully misuse district equipment or materials or the data of any other user.
6. Users who engage in activities commonly described as "hacking" (i.e., the unauthorized review, duplication, dissemination, removal, damage, or alteration of files, passwords, computer systems, or programs, or other property of the district, a business, or any other governmental agency obtained through unauthorized means) are subject to district discipline and loss of privileges.
7. Users shall not post anonymous messages, read other users' mail or files, they shall not attempt to interfere with other users' ability to send or receive electronic mail, nor shall they attempt to delete, copy, modify or forge other users' mail or intellectual property.
8. Users shall report any security problem or misuse of the services to the teacher, principal or appropriate administrator.

Inappropriate use shall result in cancellation of the user's privileges, disciplinary action

and/or legal action in accordance with law and Board Policy.

### **GUIDELINES FOR REMOTE ACCESS DEVICES**

The following security guidelines attempt to ensure that confidential information that is used or accessed from off-campus is protected to the same degree that it is protected when accessed via a district workstation. All employees who use a remote access device to access district networks must follow these guidelines. A remote access device is any device, district or personally owned that can connect to a district network. Devices may include, but are not limited to, cellular telephones, personal digital assistants (PDA), tablet computers, sub-notebook computers, notebook computers, laptop computers, and personal computers.

- Employees and vendors using remote access devices are responsible for any loss, damage or wear to the remote access device if the equipment is provided by district.
- Employees and vendors are responsible for taking precautions so that only authorized individuals can gain access to any district information that is stored or accessed from their remote access device.
- Employees and vendor agrees that the use of the equipment, software, data and supplies provided by the department is limited to authorized persons If the equipment is provided by district,
- Employees and vendors must take the necessary precautions ensuring that unauthorized individuals cannot view confidential information that appears on the screen when using the remote access device.
- Employees and vendors shall never share their passwords with anyone.
- Employees and vendors agree to abide by software licensing and security agreements.
- A current version of antivirus software, with up-to-date virus definitions, must be installed on the remote access device. Employees and vendors are responsible for making sure the antivirus software and signature files are kept current on the remote access device they are using.
- Anti-spyware software is required for all relevant remote access devices.
- A local firewall is required for all relevant remote access devices
- Employees do not have any rights or ownership interests in any information belonging to the Anaheim Union High School District and must appropriately dispose of any information that may be stored on their personal computer once they are no longer employed by or associated with the district.

### **GUIDELINES FOR PERSONALLY OWNED DEVICES**

The use of personal mobile devices, such as laptops, cellular phones, tablets, pagers, or other electronic signaling devices, by employees is subject to all applicable District policies and regulations concerning technology use, as well as the following rules and understandings:

- The District accepts no financial responsibility for damage, loss or theft. Devices should not be left unattended.
- The District reserves the right to delete district-owned data from personal devices in the event of the loss of a device, termination, retirement, any separation from the District, or any other appropriate event. The District will try not to access or erase personal items.
- The District will monitor all Internet or intranet access.
- District staff is not responsible for and will not repair personally-owned devices.
- Employees will comply with policies herein and will affirm compliance during network onboarding process.
- All costs for data plans and fees associated with mobile devices are the responsibility of the employee.
- Personally-owned devices that are authorized for use in the District must operate quietly, may not obstruct the view or passage of others, must operate on its own power, and may not have distracting lights or distracting moving parts.
- Employees may not take, possess or share obscene photographs or video.

### **GUIDELINES FOR DISTRICT- OWNED MOBILE DEVICES**

When an employee is using a District-owned mobile device, all of the guidelines related to personally-owned mobile devices apply in addition to the following:

- The device may be used only for work related purposes.
- Users may not download applications to the device that are not work related.
- Users must follow all user agreements associated with the applications.
- The Employee will be responsible for the replacement cost if the device is lost or is damaged because of intentional misuse.

### **GUIDELINES FOR APPLICATION DEVELOPMENT AND IMPLEMENTATION**

Applications utilized within Anaheim Union High School District store confidential data pertaining to students and staff. Accordingly, the following guidelines must be adhered to before putting an application with student and / or staff data into production. It is the responsibility of the developer to communicate, at the design phase, with the Education & Information Technology Department coordinating systems the developer wishes to implement in a production environment. Information Systems, in turn, bears the responsibility of reviewing the application and approving or denying the implementation of the requested application. The Education & Information Technology Department will review submitted applications for content, appropriateness, and the guidelines below. Any area found deficient will require rework or may be denied altogether.

- If the developer uses computer code in the application, the code needs to be appropriately commented. Minimum commenting includes: creation date, author

name, purpose of code block, path information, comments, change date, and change description for each subroutine, function, code block, and procedure.

- Applications must have, at a minimum, user-level security; however, the Education & Information Technology Department reserves the right to require an appropriate security model.
- Applications must have appropriate key relationships.
- Data architecture must be normalized. Exceptions can be made, but they will be rigorously examined.
- Databases must use appropriate integrity features.
- Location of data storage must have prior approval by the Information Systems Department.
- Application interfaces will be reviewed for appropriate display of data and interface style and utility.
- Applications will be reviewed for single site, multiple site and District-wide.

## E-MAIL

Electronic mail (e-mail) is available to most District staff. It is a valuable tool in improving business communication within and outside of AUHSD. The system belongs to AUHSD and is to be used for business educational purposes. There should be no expectation of privacy in anything created, stored, sent, or received on the e-mail system. To ensure compliance and proper usage, the following regulations have been established.

### A. Basic Guidelines

1. All e-mail messages, as all paper documents, are the property of the District and are subject to office policy, procedures, and control.
2. When communicating with students, school personnel shall exclusively use their AUHSD provided email account and the student's AUHSD provided email account.
3. E-mail is for business use. Messages can be stored, forwarded and printed. As such, the Department has the right to review them. The messages become public documents available to the public and subject to court subpoena in any legal proceedings.
4. Correspondence via e-mail should comply with all the same requirements for correspondence prepared by staff as identified in the AUHSD Procedures and Policies Style Guide.
5. Include a pertinent subject title.
6. Messages should be brief and concise.
7. E-mail messages should not contain profanity, racial or sexual slurs, or other unprofessional language.
8. E-mail messages should include professional fonts, colors, backgrounds, logos, etc.
9. Personal information which falls under any applicable privacy regulation shall not be communicated through or attached to e-mail, unless such information is necessary in the course of business and has a legitimate purpose.

Communication of personal information must be considered as “confidential” at all times for the protection of individual privacy rights. Unauthorized access to personal information is prohibited. Specific examples of personal information includes, but is not limited to, the following:

- a. Social security numbers
  - b. Employee’s salary, address or telephone number
  - c. Disciplinary action or documentation or performance problems
  - d. Details of a health or medical condition
10. Mailbox space should be kept to a minimum. Delete unneeded messages.
  11. Outlook data files, including, but not limited to: PST, OST, are not permitted.
  12. Employees are responsible for any messages sent using their e-mail account.
  13. E-mail messages **automatically** include the Anaheim Union High School District Disclaimer indicating that if the individual is not the intended recipient of the message, any reproduction contained in the transmission is strictly prohibited unless it is subject to review by AUHSD.

#### ANAHEIM UNION HIGH SCHOOL DISTRICT E-MAIL DISCLAIMER

This communication and any documents, files, or previous e-mail messages attached to it, constitute an electronic communication within the scope of the Electronic Communication Privacy Act, 18 USCA 2510.

This communication may contain non-public, confidential, or legally privileged information intended for the sole use of the designated recipient(s). The unlawful interception, use or disclosure of such information is strictly prohibited under 18 USCA 2511 and any applicable laws.

14. AUHSD business shall be conducted using an AUHSD e-mail account.

#### B. Distribution

##### 1. Announcements

- a. Announcements shall abide by the guidelines in Section A.
- b. Announcements to “all district” should be approved by the supervisor as to appropriateness.
  - Cabinet designates users that can send “all district” e-mails.
- c. Announcements such as birth, death, or marriage notices are to be sent only within the division, unless prior approval is obtained from a Cabinet representative to send it to other divisions.

##### 2. Notification of Separated Employees

Human Resources is required to notify Information Systems to remove employees from the system when they have separated employment with AUHSD. Exceptions will be made by Cabinet.

##### 3. Notification of Information Changes

Human Resources is required to notify Information Systems to amend employee information they are promoted, demoted, change locations, or change names.

#### C. Passwords

1. Employees are responsible for their passwords on their e-mail account.
2. Each user is expected to change the password from the generic password to a personalized password and keep it secure – **including not sharing passwords with other parties**. Continued use of the generic password can result in

- someone else sending messages in the owner's name, in which case the owner is held responsible. Automatic logging onto e-mail should NOT be used.
3. Passwords should be created with the following:
    - a. Use BOTH upper- and lower-case letters. It is preferable to use upper case letters on any character but the first character.
    - b. Place numbers and punctuation marks randomly in your password.
    - c. Make your password long and complex, so it is hard to crack. Between 8 to 20 characters long is recommended.
    - d. Use one or more of these special characters: ! @# \$ % \* ()-= ,
    - e. Spaces are not allowed
    - f. Make your password easy to type quickly. This will make it harder for someone looking over your shoulder to steal it.

### **E-Mail Retention**

E-Mail messages, created or received in the transaction of AUHSD business, are public records and is open to public inspection. Depending on the content and topic of a particular message, it may or may not be exempt from public inspection under the California Public Records Act.

The e-mail system will retain e-mails for a reasonable time frame for both disaster recovery and the recently amended federal legislation. Currently, deleted e-mails will be removed from the users' inbox after 7 days, and sent items 365 days; however, the user will be able to retrieve the e-mail from the archive server for a period of 5 years, unless the District is required by law or regulation to maintain the e-mail for a longer period of time.

### **SOCIAL NETWORKING**

#### **Access to Social Networking Sites**

An employee with a business-related need to access a social networking site using AUHSD Technology and / or for AUHSD business may request such access from his/her supervisor. Such requests must ultimately be approved by the Innovation Committee and will be amended to an official approval document. All postings to the site shall be business-related and consistent with AUHSD policy.

#### **Creation of AUHSD- Related Web 2.0 Sites**

- a. Definition of Web 2.0 site: Web 2.0 sites, such as Facebook, Twitter, blogs, wikis, and chat-rooms, allow users to interact and collaborate with each other in a social media dialogue as creators of user-generated content in a virtual community, in contrast to non-interactive websites where users are limited to the passive viewing of content that was created for them.<sup>1</sup>

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<sup>1</sup> [http://en.wikipedia.org/wiki/Web\\_2.0](http://en.wikipedia.org/wiki/Web_2.0)



- b. Employees who wish to create an AUHSD-related Web 2.0 site, or similar, must have approval from their supervisor and the Innovation Committee (Committee). The Committee will approve the content of the site and determine whether the site will be structured to accept postings from individuals outside of AUHSD. All such sites must be in compliance with AUHSD's Web Authoring Standards.
- c. In determining whether to accept postings from individuals outside of AUHSD for a particular purpose, the Committee may want to consult with the Assistant Superintendent, Human Resources, to determine the nature of the forum that is being created, as well as the ability of the Department to exclude certain types of materials from the site without violating the free speech rights of the poster.
- d. Committee shall not approve the creation of a Web 2.0 site, or similar, that constitutes a "designated public forum" (i.e., a forum that allows all individuals to speak to any topic).
- e. If the Committee approves the creation of a "limited public forum," (i.e., a site restricted to certain groups or dedicated solely to the discussion of certain subjects), any restrictions on speech shall be reasonable and viewpoint-neutral. The Committee designee shall be responsible for monitoring the postings to the site and upon receipt of a complaint concerning inappropriate content shall immediately notify the Assistant Superintendent, Human Resources. The site should direct visitors to make complaints to [abuse@auhsd.us](mailto:abuse@auhsd.us). The following types of postings shall be removed immediately:
  - i. Obscenity
  - ii. Pornography/child pornography
  - iii. Material that is harmful to minors as defined in 47 U.S.C. 254
  - iv. Material that constitutes or advocates illegal activity
  - v. Material that discloses confidential information concerning AUHSD students or personnel
  - vi. Material that promotes the use of alcohol, tobacco or illegal drugs
  - vii. Material that advocates violence, hate groups or other dangerous groups
  - viii. Threats
  - ix. Bullying
  - x. Material that discriminates against people based on a protected characteristic
  - xi. Materials that violate copyright laws
  - xii. Commercial advertising
  - xiii. Defamatory information
  - xiv. Private information concerning another person, including photographs, posted without that person's permission
- f. Material that urges the support or defeat of a political candidate or ballot proposition. Employees shall not permit students to access AUHSD

computers that contain a Web 2.0 site, access to such sites or similar, unless the site is created specifically for a class and is monitored by the teacher to remove the types of materials listed in subsection IV(e) above. All students assigned to the class (and parents of minor students) must be able to access class-related sites developed and maintained using AUHSD or personal technology; other individuals shall be excluded from such sites. Teachers and others may not post student names, photographs, or work without prior written authorization from the student’s parent or guardian, or responsible agency, if applicable

**CONSEQUENCES**

The consequences for violating this policy include, but are not limited to, one or more of the following:

- Suspension of district network privileges,
- Revocation of network privileges,
- Suspension of Internet access,
- Revocation of Internet access,
- Suspension of computer access,
- Revocation of computer access,
- Disciplinary action up to and including dismissal, **or**
- Referral to legal authorities for prosecution under California Penal Code Section 502.

**CONTRACT FOR EDUCATIONAL AND INSTRUCTIONAL PROGRAMS**

**BETWEEN**

**LOMA LINDA UNIVERSITY**

**AND**

**Anaheim Union High School District**

**THIS AGREEMENT**, made by and between **LOMA LINDA UNIVERSITY**, hereinafter called "the University" and **Anaheim Union High School District**, hereinafter called "the Facility."

WITNESSETH

**THAT WHEREAS** the University has established approved Educational Programs of special training covered by this Agreement and set forth in Exhibit "A" attached hereto and incorporated herein by this reference, hereinafter referred to as "the Program"; and

**WHEREAS** the Program requires facilities where students can obtain the field learning experience required in the curriculum; and

**WHEREAS** the Facility has the appropriate setting and equipment needed by Program trainees as part of their practical learning experience;

**NOW THEREFORE** in consideration of the foregoing and of the mutual promises set forth herein, the University and the Facility agree as follows:

**1. RESPONSIBILITIES OF THE FACILITY**

1.1 The Facility will provide suitable experience situations as prescribed by the Program curriculum and objectives to be provided by the University under paragraph 2.3 below. It is understood that in no case shall students replace regular staff.

1.2 The Facility will designate appropriate personnel to coordinate and supervise the student's learning experience in the Program. This will involve planning between responsible University faculty and designated Facility personnel for the

assignment of students to specific cases and experiences, including selected conferences, work experiences, courses and programs conducted under the aegis of the Facility. The Facility will designate and submit in writing to the University the name and professional and academic credentials of a person to be responsible for the field training. That person will be known as the Education Supervisor. The Facility will notify the University in writing of any change or proposed change of the Education Supervisor.

1.3 The Facility will permit, on reasonable request, the inspection of its facilities by agencies charged with responsibility for accreditation of the University.

1.4 The Facility will withdraw a Program student if: (a) the achievement, progress, adjustment or health of the student does not warrant a continuation at the Facility, or (b) the behavior of the student fails to conform to the applicable policies, procedures or regulations of the Facility. The Facility will reasonably assist the University, if necessary, in implementing this withdrawal. In such event, said student's participation in the learning experience at the Facility shall immediately cease.

1.5 The Facility reserves the right, exercisable in its discretion after consultation with the University, to exclude any student from its premises in the event that such person's conduct or state of health is deemed objectionable or detrimental, having in mind the proper administration of the said Facility.

1.6 The Facility shall provide all equipment and supplies needed for instruction at the Facility. The student's name/identification badge shall be provided by the University. Such equipment and supplies will be subject to its availability.

1.7 The Facility may arrange necessary emergency care or first aid required by an accident occurring at the Facility for a University participant under this program and, except as herein provided, Facility will have no obligation to furnish medical care to any student. The cost for any and all medical care provided shall be borne by the University participant (student or faculty).

1.8 The Facility will provide the University with a copy of the written

policies, procedures and regulations which will govern the student's activities while at the Facility.

1.9 The Facility will maintain records and reports on each student's performance as specified by each program and provide an evaluation to the University on forms provided by the University.

## **2. RESPONSIBILITIES OF THE UNIVERSITY**

2.1 The University will withdraw a student from the related program at the Facility upon notice as set forth in paragraph 1.5.

2.2 It shall be the responsibility of the Academic Coordinator of the Education Program, after consultation with the Facility, to help plan the educational program for student educational experiences.

2.3 The University will provide the Facility with an annual announcement or description of the program, curriculum and objectives to be achieved at the Facility.

2.4 The University will require all students to abide by the policies and procedures of the Facility while using its facilities and while at Facility. University students will be expected to conduct themselves in a professional manner; their attire as well as their appearance will conform to the accepted standards of the Facility.

2.5 The University assures that all students are covered by health and liability insurance as set forth in paragraph 5. below.

2.6 The University will assign to the Facility only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum.

2.7 The University will agree that each student participating in Allied Health Programs shall be subject to criminal background check and drug/alcohol screening policy in effect at Facility during the time of the educational experience. Criminal activity disclosure and/or positive drug test results shall be submitted to the University Program Director for action according to University Policy.

2.8 The University will ensure that, prior to placement, each student will be

skin tested for tuberculosis with the PPD test. University will determine frequency of retesting for student(s) based on University Protocol and Guidelines.

2.9 The University will ensure that, prior to placement, each student will provide to University documentation of required immunization (s) as follows: (a) Measles, Mumps, Rubella (MMR); b) Tetanus/Diphtheria booster; c) Chickenpox; and d) Ruboela (2MMRs).

2.10 The University will provide to Facility a copy of a personal information sheet and a set of fingerprints for students if requested to do so by the Facility.

### **3. RESERVATION OF RIGHTS; PLACEMENT**

The University reserves the right to withhold placement of Program students depending upon the availability of facilities and personnel to adequately provide a satisfactory field experience.

### **4. DEPARTMENTAL LETTER AGREEMENTS AUTHORIZED**

Recognizing that the specific nature of the educational experience may vary, it is agreed by the University and the Facility upon execution of this Agreement and within the scope of its provisions, the University departments may develop letter agreements with their counterparts in the Facility to formalize operational details of the Educational Program.

### **5. UNIVERSITY INSURANCE AND INDEMNIFICATION**

The University shall at its sole cost and expense, provide coverage for its activities in connection with this Agreement by maintaining in full force and effect programs of insurance and/or self-insurance as follows:

- A. General Liability coverage with a limit of one million dollars (\$1,000,000) per occurrence and an aggregate of three million dollars (\$3,000,000).
- B. Workers' Compensation coverage covering University's full liability as required under applicable state law.
- C. Such other insurance in such amounts which from time to time may be

reasonably required by the mutual consent of the parties, against other insurable risks relating to this Agreement.

It should be expressly understood, however, that the coverage required under this Section 5.A. and B. shall not in any way limit the liability of University.

The University, upon the execution of this Agreement, shall furnish Facility with certificates evidencing compliance with these insurance requirements. Certificates shall further provide for thirty (30) days advance written notice to Facility of any cancellation of the above coverage.

The University hereby agrees to defend, indemnify, and save harmless the Facility from any liability, expense, causes of action, suits, claims, judgments or damages the Facility may suffer as a result of claims, demands, costs, or judgments against it arising out of the operation of the program covered by this Agreement resulting from the act, failure to act or the negligence of the University, its employees, students, or authorized agents. The Facility agrees to give the University notice in writing within thirty (30) days of any claim made against it on the obligations covered hereby.

## **6. FACILITY INSURANCE AND INDEMNIFICATION**

The Facility shall provide at its sole cost and expense, coverage for its activities in connection with this Agreement by maintaining in full force and effect programs of insurance and or self-insurance as follows:

- A. General Liability coverage with a limit of one million dollars (\$1,000,000) per occurrence and an aggregate of three million dollars (\$3,000,000).
- B. Workers' Compensation coverage covering Facility's full liability as required under applicable state law.

It should be expressly understood, however, that the coverage required under this Section 6.A. and B. shall not in any way limit the liability of Facility.

The Facility, upon the execution of this Agreement, shall furnish University with certificates evidencing compliance with these insurance requirements. Certificates shall

further provide for thirty (30) days advance written notice to University of any cancellation of the above coverage.

The Facility hereby agrees to defend, indemnify, and save harmless the University from any liability or damage the University may suffer as a result of claims, demands, costs, or judgments against it arising out of the operation of the program covered by this Agreement resulting from the negligence of the Facility, its employees, or authorized agents. The University agrees to give the Facility notice in writing within thirty (30) days of any claim made against it on the obligations covered hereby.

## **7. NONDISCRIMINATION**

The Facility and the University agree that neither will unlawfully discriminate against any individual on the basis of age, sex, race, color, religious belief, national origin or physical handicap. In addition, each party shall comply with all applicable federal, state and local discrimination laws including but not limited to the Civil Rights Act of 1964, the Equal Pay Act, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and the Vietnam Era Veterans Readjustment Assistance Act of 1974. In addition, either party shall comply with all requirements of any applicable affirmative action laws, including but not limited to Executive Order 11246. The Facility understands that the University is a religious nonprofit corporation and holds various rights, privileges and exemptions under federal and state constitutions and laws as an educational institution, including but not limited to 42 USC secs. 2000e-1, 2000e-2; Federal Executive Order 11246 (as amended); 41 CFR secs. 60-1.5(a)(5); 20 USC sec. 1681(a)(3); 34 CFR secs. 106.12(a) (b), 106.21, 106.31, 106.39, 106.40, 106.51 and 106.57; California Government Code sec. 12926(d)(1); and Title II, Division 4, Chapter 2, Sec. 7286.5 of the California Code of Regulations, the First Amendment to the United States Constitution and Article I, sec. 4 of the California Constitution. The University does not waive any of the foregoing rights, privileges, and exemptions by entering this Agreement.



## **8. TERMINATION**

This Agreement will be effective on (9/22/14) and shall continue for a period of five (5) years. Either party may terminate this Agreement upon ninety (90) days written notice to the other party except that if the University terminates the Agreement based on lack of funding, the ninety (90) day notice requirement shall not apply. The notice required under this clause shall be sent by certified registered mail.

If the termination date occurs while a student of the University has not completed his or her field learning experience at the Facility and is in good standing with the Facility, the student shall be permitted to complete the scheduled field learning experience, and the University and the Facility shall cooperate to accomplish this goal.

## **9. INDEPENDENT CONTRACTOR STATUS**

The parties hereby acknowledge that they are independent contractors. In no event shall this Agreement be construed as establishing a partnership, joint venture or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other or to exercise any such function for the other party, except as specifically provided herein. The Facility and the University shall be liable for their own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No student shall look to Facility for any salaries, insurance or other benefits.

## **10. CONFIDENTIALITY**

The University will require students to maintain the confidentiality of patient information obtained during the field training experience at the Facility. All information obtained from students or clients, their records or computerized data is to be held in confidence and no copies of student or client records shall be made; provided, however, either party may disclose such confidential information if requested or required to disclose such information pursuant to any subpoena, civil investigative demand, or

similar process or any law, rule, regulation or order. Failure to comply will result in the immediate termination of this Agreement, as well as all other remedies available at law or in equity. It shall be required of students and supervising faculty that they not identify students or clients in papers, reports or case studies without first obtaining permission of the Facility and the student or client, utilizing the patient confidentiality policies and procedures of the Facility.

**11. NONASSIGNMENT AND SUBCONTRACTING**

This Agreement shall not be assigned or transferred by either party without the written approval of the other party. This Agreement (and its attachments, if any) constitute the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral and written, relating hereto.

**12. GENERAL**

This agreement is written for the benefit of the parties hereto, and to no other. The parties to this contract acknowledge that the Facility retains the professional and administrative responsibility for the services it provides. The parties understand that the Facility must comply with all law and regulations applicable to the running of the Facility.

**13. NOTICES**

Notices required under this Agreement shall be mailed to the parties at the following addresses:

University:

Office of the Dean,  
School of Allied Health Professions  
Loma Linda University  
Loma Linda, CA 92354

Facility:

Anaheim Union High School District  
501 N Crescent Way  
Anaheim, CA 92801

**14. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA).**

University agrees to inform all students and faculty of the importance of complying with all relevant state and federal confidentiality laws, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to the extent applicable. In addition, University agrees to provide students and faculty with training in the requirements of the privacy and security provisions of HIPAA and to advise them of the importance of complying with Facility's policies and procedures relative to HIPAA.

*(Remainder of page intentionally left blank.  
Signatures of Parties appear on next page.)*

**IN WITNESS WHEREOF**, the authorized representative of the parties have executed this Agreement effective the last date of signature by and between **LOMA LINDA UNIVERSITY** ("University") and **Anaheim Union High School District** ("Facility").

University:

LOMA LINDA UNIVERSITY  
Nichol Hall, Room 1606  
Loma Linda, CA 92350

Facility:

Anaheim Union High School District  
501 N Crescent Way  
Anaheim, CA 92801

By \_\_\_\_\_  
Richard H. Hart, MD, DrPH  
President

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

By \_\_\_\_\_  
Russell Lee-Sung  
Assistant Superintendent, Human  
Resources

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

By \_\_\_\_\_  
Craig R. Jackson, JD, MSW  
Dean  
School of Allied Health Professions

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

By \_\_\_\_\_  
Jennifer St. Clair, MS, CCC-SLP  
Clinic Coordinator

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

# EXHIBIT A

## **Cardiopulmonary Sciences:**

Emergency Medical Care  
Polysomnography  
Respiratory Therapy  
Cardiac Electrophysiology

## **Clinical Laboratory Science:**

Clinical Laboratory Science  
Cytotechnology  
Phlebotomy

## **Communicative Sciences and Disorders:**

Speech-Language Pathology  
Speech-Language Pathology Assistant

## **Health Information Administration:**

Coding Specialist  
Health Information Systems  
Health Information Administration

## **Nutrition and Dietetics:**

Nutrition and Dietetics  
Dietetic Technology

## **Occupational Therapy:**

Occupational Therapy -  
Occupational Therapy Assistant

## **Physical Therapy:**

Physical Therapy  
Physical Therapy Assistant

## **Physician Assistant**

## **Radiation Technology:**

Diagnostic Medical Sonography  
Medical Dosimetry  
Medical Radiography  
Nuclear Medicine Technology  
Radiation Sciences  
Radiation Therapy Technology  
Radiologist Assistant  
Special Imaging Technology/Computed Tomography, Magnetic Resonance Imaging

**AZUSA PACIFIC UNIVERSITY**  
**(DEPARTMENT OF SCHOOL COUNSELING & SCHOOL PSYCHOLOGY)**

**AFFILIATION AGREEMENT**

This agreement is entered into by and between Azusa Pacific University through its Department of School Counseling and School Psychology ("University") and Anaheim Union High School District ("District").

**WHEREAS:**

The University's Department of School Counseling and School Psychology offers the following degree programs: (1) a Master of Arts of Education: Educational Counseling (with an Embedded School Counseling Credential); (2) a Master of Arts of Education: Educational Psychology (with an Embedded School Psychology Credential);

Field experience is a required and integral component of the University's School Counseling and School Psychology degree programs;

The University desires the cooperation of public school district (or county offices of education) in the development and implementation of the field experience phase of its School Counseling and School Psychology degree programs;

The District recognizes its professional responsibility to participate in the education of the University's School Counseling and School Psychology students; and

The District wishes to join the University in development and implementation of a field program for the University's School Counseling and School Psychology students ("Program").

**NOW, THEREFORE**, in consideration of the mutual agreements set forth herein, the University and the District enter into this agreement ("Agreement") on the terms and conditions set forth below.

**I. THE UNIVERSITY AND DISTRICT MUTUALLY AGREE:**

- A. **Program Coordination:** To establish the educational objectives for the Program, devise methods for their implementation, and continually evaluate the Program to determine its effectiveness.
- B. **Non-Discrimination:** To make no distinction among students covered by this Agreement on the basis of race, color, religion, national origin, gender, age, disability, or status as a veteran.

**II. THE UNIVERSITY AGREES:**

- A. **Director of Field Education:** To appoint a staff member as Director of Field Education ("Program Director") to administer the University's responsibilities related to the Program and oversee the students' field experience at the District. The Program Director shall be responsible for on-going communication with the District.
- B. **Educational Standards:** To assume responsibility for assuring compliance with applicable educational standards established by the California Commission on Teacher Credentialing ("CCTC") and National Council for the Accreditation of Teacher Education ("NCATE").
- C. **Student Assignments:** To notify the District, at a time mutually agreed upon, of its planned schedule of student assignments, including each student's name, level of academic preparation, and length and date of the field experiences. The University shall refer to the District only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum.
- D. **Insurance:** To advise assigned students regarding appropriate health and professional liability insurance. (All students will be covered by the University's group professional liability insurance as required by the terms of this Agreement.)

- E. **Background Screening:** To orient the students to the District's requirements for acceptance, and to have assigned students provide, prior to the commencement of their field assignments, any of the following information as may be required by the District to determine whether the students meet the District's requirements for field program participants: (i) health screening information, such as copies of any reports of physical examinations, immunizations, or medical tests; and (ii) background checks, such as a criminal background check, confirmation that the student is not a sexual offender or listed in any child abuse registry, or confirmation that the student is not on an OIG or GSA exclusion list; and (iii) drug screening.
- F. **District Rules and Regulations:** To require assigned students to comply with existing pertinent rules and regulations of the District and all reasonable directions given by qualified District personnel during periods of field assignment and while on District premises.
- G. **Confidentiality of Student Records:** To require assigned students to comply with all federal, state and local laws and ordinances concerning the confidentiality of student records of the District's pupils, and not to disclose such records except to University and District officials who have a legitimate need to know consistent with their official responsibilities.
- H. **Evaluation Forms:** To supply the District with appropriate forms to be used in evaluating the performance of the assigned students or to accept the forms regularly used by that District.

### **III. THE DISTRICT AGREES:**

- A. **District Representative & District Supervisors:** To appoint a staff member as District Representative to administer the District's responsibilities related to the Program and collaborate with the University's Program Director in implementing the student's field experience at the District. The District Representative shall be responsible for on-going communication with the University, as well as the designation of District employees to serve as Field Supervisors responsible for direct supervision of assigned students. All staff members designated as Field Supervisors shall meet the CCTC criteria for supervising students. In the absence of the Field Supervisor so designated, suitable alternate persons will be designated and available.

The District Representative and Field Supervisors shall be granted with sufficient time to supervise, plan and implement the field experience including, when feasible, time to attend relevant meetings and conferences.

The District shall support continuing education and professional growth and development of those staff members of the District responsible for supervision of assigned students.

- B. **Facility Use:** To provide the physical facilities and equipment necessary to conduct the field experience.
- C. **Space and Storage:** To provide assigned students, whenever possible, with use of library facilities, reasonable study and storage space.
- D. **Field Experience:** To make available to the University a written description of the planned educational program (including objectives) to be followed during the field experience. The District shall advise the University of any changes in its personnel, operations or policies which may affect the field experience.
- E. **Site Inspections:** To permit inspection by the University of the facilities, services available for learning experiences, student records, and such other items pertaining to the field experience.
- F. **Student Assignments:** To determine the number of students which the District can accommodate during a given period of time and accept only the number of students which the District can accommodate.
- G. **District Rules and Regulations:** To provide access to the University and its students the applicable District rules and regulations with which they are expected to comply.

- H. **Student Evaluations:** To evaluate the performance of assigned students on a regular basis using the evaluation form supplied by the University or one that is regularly used by the District. (The completed evaluation will be forwarded to the University promptly upon conclusion of each student's field experience.)
- I. **Student Deficiency:** To provide notice to the University, as soon as practicable and at least by mid-term of a student's field experience, of any serious deficiency noted in the ability of the student to progress toward achievement of the stated objectives of the field experience. The District shall otherwise have the right to terminate any student whose health or performance is a detriment to any patient's well-being or to achievement of the stated objectives of the student's field experience. Prior to such termination, the District shall notify the University's Program Director.
- J. **Confidentiality of Student Records:** To comply with all federal, state and local laws and ordinances concerning the confidentiality of student records of the University's students, and not to disclose such records except to University and District officials who have a legitimate need to know consistent with their official responsibilities.

#### **IV. GENERAL TERMS AND CONDITIONS**

- A. **Insurance:** Each party to this Agreement shall provide and maintain Workers' Compensation including Employer's Liability insurance as required under the laws of the State of California. In addition, each party shall provide and maintain at its own expense a program of insurance covering its activities and operations hereunder, with respect to the acts and omissions of each respective party's employees, agents, and/or students, which shall include, but not be limited to: (1) comprehensive general liability; and (2) professional liability. The general liability insurance shall have a minimum coverage of US \$1,000,000 per occurrence and US \$3,000,000 aggregate. The professional liability insurance shall carry a single limit of not less than US \$1,000,000 per occurrence and US \$3,000,000 aggregate.
- B. **Mutual Indemnification:** University shall indemnify, save and hold harmless District, its officers, directors, agents and employees from and against all obligations, claims and liabilities of any kind under state or federal law (including costs and attorney's fees) that may arise out of negligent acts or omissions of University officers, directors, agents, students and employees during the course and scope of a student's clinical training. District shall indemnify, save and hold harmless University, its officers, directors, agents and employees from and against all obligations, claims and liabilities of any kind under state or federal law (including costs and attorney's fees) that may arise out of negligent acts or omissions of District officers, directors, agents or employees during the course and scope of a student's clinical training.
- C. **Status of Students:** The employment status of students and the responsibility for insurance coverage for student activities depends upon the status of the students as set forth below:
  - i. **Students Participating in Unpaid Internship not at Student's Place of Employment:** If the University's students are participating in an unpaid internship not at his or her place of employment, it is understood by the parties that the University's students are fulfilling specific requirements for field experiences as part of a degree requirement, and therefore, the University's students do not thereby become employees or agents of University or District by virtue of their field training. The University shall be responsible for providing general liability and professional liability coverage for such students, pursuant to Section IV.A (Insurance) of this Agreement. It is further understood that the students shall not at any time replace or substitute for any District employee. Nor shall the students perform any of the duties normally performed by an employee of the District except such duties as are a part of their training and are performed by the students under the direct supervision of a District employee.
  - ii. **Students Participating in Unpaid Internship at Student's Place of Employment:** If the University's students are participating in an unpaid internship at his or her place of employment, it is understood by the parties that the University and District shall keep the field training and



work duties of the University's students strictly separate. The University shall be responsible for providing general liability and professional liability coverage for such students' field training, pursuant to Section IV.A (Insurance) of this Agreement, and the District shall be responsible for providing insurance coverage for such students' activities as an employee.

- iii. **Students Participating in Paid Internship:** If the University's students are provided with a nominal stipend from the District intended to reimburse them for estimated expenses related to their field training, the University's students do not thereby become employees or agents of the District, and the University shall be responsible for providing general liability and professional liability coverage for such students pursuant to Section IV.A (Insurance) of this Agreement; however, District shall be responsible for issuing a Form 1099 reporting the stipend to the Internal Revenue Service. If, however, the University's students are paid by the District for their services, then they become employees of the District, and District is responsible for all employee obligations and for insuring the activities of such students, notwithstanding Section IV.A (Insurance) of this Agreement.

District is at all times responsible for care and supervision of its enrolled pupils.

- D. **Notices:** Any and all notices required or permitted under this Agreement must be in writing, with a reference to this Agreement (and any specific provisions of this Agreement at issue or under which notice is being given). Any of the parties may change the contact information to be used for the purpose of giving notice under this Agreement by giving written notice of such change to the other party, as provided in this section. Notices must be addressed and delivered as follows:

<p><u>To the University:</u>                  Department of School Counseling and School Psychology/Field Education                  Azusa Pacific University                  P.O. Box 7000, 901 East Alost Avenue                  Azusa, California 91702                  Fax: 626-815-5351</p> <p><u>(With a copy to):</u>                  Office of General Counsel                  Azusa Pacific University                  P.O. Box 7000, 901 East Alost Avenue                  Azusa, California 91702                  Fax: (626) 334-0718</p>	<p><u>To the District:</u>                  Anaheim Union High School District                  501 North Crescent Way                  Anaheim, CA 92801</p>
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Notice shall be deemed effective only: (a) upon delivery when personally delivered; (b) on the next business day after deposit with a globally recognized commercial overnight carrier for overnight delivery, with written verification of receipt; (c) on the third business day after having been sent by registered or certified mail, return receipt requested, with written verification of receipt; or (d) on the next business day after having been sent by facsimile, with written verification of receipt, provided that a copy of such notice also is sent by registered or certified mail.

- E. **Length of Term:** This Agreement shall be effective for a period of **three (3) years** when executed by both parties. This Agreement will be automatically renewed after appropriate review by both parties, unless otherwise indicated in writing by one of the parties at least thirty (30) days prior to the end of the term.
- F. **No Third-Party Beneficiary Rights:** This Agreement shall not create any rights, including without limitation third party beneficiary rights, in any person or entity not a party to this Agreement.
- G. **Termination:** If either party wishes to terminate this Agreement prior to the end of its normal term, ninety (90) days written notice shall be given to the other party, provided that any such termination by the District shall not be effective as to any students participating in the Program at the date of mailing said notice, until such students have completed their assigned clinical experience at the District.
- H. **Assignment:** This Agreement or any part hereof shall not be assigned or otherwise transferred by any party without the prior written consent of the other party.

- I. **Waivers and Modifications:** No modification or waiver of any of the terms and conditions of this Agreement shall be effective unless such modification or waiver is expressed in writing and executed by each of the parties hereto.
- J. **Relationship of Parties:** The parties are acting herein as independent contractors and independent employers. Nothing herein contained shall create or be construed as creating a partnership, joint venture, employer-employee, or agency relationship between any of the parties, and no party shall have the authority to bind the other party in any respect.
- K. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- L. **Entire Agreement:** This Agreement shall constitute the final, complete and exclusive written expression of the intentions of the parties hereto and shall supersede all previous communications, representations, agreements, promises or statements, either oral or written, by or between either party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and warrant that they are officially authorized to so execute for their respective parties to this Agreement.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

<p><b><u>DISTRICT:</u></b></p> <p>Anaheim Union High School District 501 North Crescent Way Anaheim, CA 92801</p>   <p>Signature</p> <p>By: Russell Lee-Sung</p> <p>Its [official title]: Assistant Superintendent, Human Resources</p>	<p><b><u>UNIVERSITY:</u></b></p> <p>AZUSA PACIFIC UNIVERSITY P.O. Box 7000, 901 East Alostia Avenue Azusa, California 91702-7000</p>   <p>Signature </p> <p>By: <u>Mark S. Dickerson, J.D., Ph.D.</u></p> <p>Its [official title]: <u>Vice President</u></p>
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**MAIL/DELIVER THIS FORM TO:**      **Dept. of School Counseling & School Psychology**  
**Azusa Pacific University**  
**P.O. Box 7000, 901 East Alostia Avenue**  
**Azusa, California 91702-7000**

2014-2015

AGREEMENT BETWEEN  
NORTH ORANGE COUNTY REGIONAL OCCUPATIONAL PROGRAM  
AND THE  
ANAHEIM UNION HIGH SCHOOL DISTRICT  
FOR  
CAREER GUIDANCE SPECIALIST PERSONNEL

THIS AGREEMENT, made and entered into effective the 13th day of August , 2014, by and between the Anaheim Union High School District of Orange County, with principal offices located at 501 Crescent Way, Anaheim, California 92803, hereinafter referred to as the DISTRICT and the North Orange County Regional Occupational Program with principal offices located at 385 N. Muller St., Anaheim, California 92801, hereinafter referred to as PROGRAM.

WITNESSETH:

NOW, THEREFORE, the DISTRICT agrees to provide district personnel as requested by PROGRAM to service programs maintained by PROGRAM in the DISTRICT as follows:

- I. THE FOLLOWING district personnel assigned to the PROGRAM career guidance specialist program and the proportion time to be spent by each employee on such programs is expressed as a percentage of the full-time equivalent position: (Salaries as stated are based on current annual income and reflect approximate amounts to be reimbursed.)

- II. TERMS OF THE AGREEMENT. In consideration of the furnishing of the services by district personnel as stated herein, the DISTRICT shall be reimbursed by PROGRAM for the total cost of providing such services, calculated as follows:
  - A. The percentage of full-time positions in Paragraph 1 multiplied by the actual salaries paid to the personnel in Paragraph 1.
  - B. Fringe benefits will be calculated by multiplying the total amount of all fringe benefit costs by the same percentage for full-time positions listed in Paragraph 1.
- III. MILEAGE will be reimbursed by PROGRAM at the current PROGRAM mileage rate, directly to the DISTRICT employee, when the DISTRICT employee uses his/her automobile as a part of the services provided in the Agreement and provides mileage records subject to PROGRAM administrative review and PROGRAM policy and procedures.
- IV. REIMBURSEMENT by PROGRAM will be made to the DISTRICT within thirty (30) days upon issuance of a monthly invoice commencing the month of September.
- V. THE CAREER GUIDANCE SPECIALIST will be assigned to full-time career guidance functions as determined by the DISTRICT, PROGRAM, and the district school campus to which the employee is regularly assigned. North Orange County Regional Occupational Program will provide to the district superintendent and high school principal a statement of performance objectives for each career guidance specialist within their district, which will be part of the evaluation process.

- VI. PROGRAM SHALL INDEMNIFY THE DISTRICT against and hold it harmless from any and all cost, loss, and expense incurred by the DISTRICT as a result of any industrial injury or death sustained by any district employee while assigned to PROGRAM under this Agreement. PROGRAM will further hold the DISTRICT harmless from all alleged losses, claims, damages, or injuries sustained by pupils, or third persons from alleged negligent acts or omissions of employee(s) while engaged in the performance of duties for PROGRAM.
- VII. TERMS OF THIS AGREEMENT will be effective for the period July 1, 2014 through June 30, 2015, unless terminated by either party.
- VIII. TERMINATION. This Agreement may be terminated by either party by giving thirty (30) days written notice of cancellation.

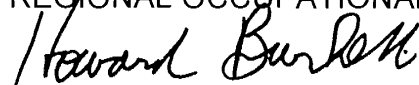
IN WITNESS THEREOF, the parties have caused this Agreement to be executed effective the day and year first written above.

ANAHEIM UNION HIGH  
SCHOOL DISTRICT

\_\_\_\_\_  
Dianne Poore  
Assistant Superintendent  
Business Services

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

NORTH ORANGE COUNTY  
REGIONAL OCCUPATIONAL PROGRAM

  
\_\_\_\_\_  
Howard Burkett  
Assistant Superintendent  
Administrative Services

Date: August 13, 2014

## 2014-2015 CAREER GUIDANCE SPECIALIST PERSONNEL

<u>NAME</u>	<u>ANNUAL SALARY</u>	<u>FRINGE BENEFITS</u>	<u>TOTAL</u>	<u>% TO BE REIMBURSED</u>	<u>ESTIMATED AMOUNT TO BE REIMBURSED</u>
Amy Cellular Western High School	94,684.00	\$27,028.04	121,712.04	66.66%	81,133.25
Diane Kuramoto Magnolia High School	97,824.00	\$27,422.59	125,246.59	66.66%	83,489.38
Anita Gaston Cypress High School	88,382.00	\$26,236.20	114,618.20	66.66%	76,404.49
Rosalinda Pineda Katella High School	97,824.00	\$27,422.59	125,246.59	66.66%	83,489.38
Van Parker Kennedy High School	97,824.00	\$27,422.59	125,246.59	66.66%	83,489.38
Lisa Rockwell Savanna High School	102,221.00	\$27,975.07	130,196.07	66.66%	86,788.70
Etyole Johnson Anaheim High School	97,824.00	\$27,422.59	125,248.59	66.66%	83,490.71
Annel Widger Loara High School	97,824.00	\$27,422.59	125,246.59	66.66%	83,489.38
Tom Shumski Gilbert South Polaris Day School Polaris Home & Independent Studies	97,824.00	\$27,422.59	125,246.59	100.00%	125,246.59
<b>TOTAL BILLING</b>					<b>787,021.25</b>

The salary amounts are the 2012-2013 contracted amount minus 2 furlough days. It should be noted that the actual amount may be less if further furlough days are agreed upon due to the State funding uncertainty.

\* Pays into PERS                      10/4/2012

REVERSE LINK INSTRUCTION AGREEMENT

BETWEEN THE

ANAHEIM UNION HIGH SCHOOL DISTRICT

AND THE

NORTH ORANGE COUNTY REGIONAL OCCUPATIONAL PROGRAM

THIS LINK AGREEMENT, for contracted instruction, entered into the 13th day of August 2014, and effective the 1st day of July 2014, by and between the North Orange County Regional Occupational Program, a JPA, with principal offices at 385 N. Muller St. Anaheim, California 92801, hereinafter referred to as PROGRAM, and the Anaheim Union High School District of Orange County, with principal offices at 501 Crescent Way, Anaheim, California 92803, hereinafter referred to as the DISTRICT.

W I T N E S S E T H:

NOW, THEREFORE, the PROGRAM hereby agrees to provide appropriately credentialed PROGRAM personnel as requested by DISTRICT to service instructional programs maintained by the DISTRICT in the District as follows:

- I. THE FOLLOWING credentialed PROGRAM instructional personnel are hereby assigned to DISTRICT programs/classes and the proportion of time to be spent by each appropriately credentialed instructional employee on such programs/classes is expressed as a percentage of the full-time equivalent position (salaries as stated are based on current annual approved salaried income and reflect approximate amounts to be reimbursed):

SEE ADDENDUM

- II. TERMS OF THE AGREEMENT: In consideration of the furnishing of the services for contracted instruction by the designated appropriately credentialed PROGRAM instructional personnel as stated herein, PROGRAM shall be reimbursed by the DISTRICT for the cost of providing such services, calculated as follows:
- A. THE PERCENTAGE of full-time positions specified in paragraph I multiplied by the actual salaries paid to such personnel stated in paragraph I.
  - B. ALL APPLICABLE FRINGE BENEFIT COSTS attributed to the percentage of instructional salaries to be reimbursed including, but not limited to, annuity fund and insurance paid by PROGRAM for said salaries.
  - C. SUBSTITUTES: PROGRAM, with the DISTRICT'S acquiescence, shall provide appropriately credentialed substitute teachers during the contract period. DISTRICT may, at its option, provide appropriately credentialed substitute instructors when in the best interest of the DISTRICT. The applicable salary paid to said substitute instructor provided by the DISTRICT will be deducted from the amount to be reimbursed to PROGRAM.
- III. REIMBURSEMENT BY THE DISTRICT for PROGRAM provided LINK instruction will be made to PROGRAM within thirty (30) days upon issuance of an invoice in arrears by PROGRAM during the months of December and June.
- IV. TO THE EXTENT of the insurance coverage specified in this paragraph, the DISTRICT agrees to and does hereby indemnify and hold harmless PROGRAM, its officers, agents, and employees from liability, loss, damage, or expenses which may be incurred by reason of liability for damages for: (1) death or bodily injury to persons; (2) injury to, loss, or theft of property; or (3) other loss, damage, or expense arising under either aforesaid item (1) or (2), sustained by the DISTRICT,



its students participating in laboratory learning experiences, or by any person(s) employed by the DISTRICT in connection with the facilities which are the subject of this Agreement, except for liability resulting from the sole negligence or willful misconduct of PROGRAM, or its officers, employees, agents, or independent contractors who are directly employed by PROGRAM; and any injury to or death of persons or damage to property caused by any act, neglect, default, or omission of the DISTRICT, its employees, or students. DISTRICT shall provide during the life of this Agreement certificates of primary general liability damage and property damage insurance naming PROGRAM as "ADDITIONAL NAMED INSURED" and shall hold harmless PROGRAM to the extent of Two Million Dollars (\$2,000,000).

V. PERSONNEL DUTIES: The contracted PROGRAM personnel will provide to the DISTRICT the following services:

A. To provide instruction in designated DISTRICT classes in compliance with DISTRICT instructional policies, procedures, curriculum, and class schedule.

B. The instructor will work under the direct supervision of designated DISTRICT supervisor for the portion of time assigned for DISTRICT instruction.

C. The instructor will be responsible for:

1) Effective teaching-learning environment

2) Enrollment and student attendance

3) Certification and placement of students

4) Effective communication with campus and DISTRICT staff

VI. TERMS OF THIS AGREEMENT will be effective for the period July 1, 2014, through June 30, 2015, unless terminated by either party.


VII. TERMINATION: This Agreement may be terminated by either party by giving thirty (30) days written notice of cancellation.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed effective the day and year first written above.

ANAHEIM UNION HIGH  
SCHOOL DISTRICT

NORTH ORANGE COUNTY REGIONAL  
OCCUPATIONAL PROGRAM

\_\_\_\_\_  
Dianne Poore  
Assistant Superintendent  
Business Services

  
\_\_\_\_\_  
Howard Burkett  
Assistant Superintendent  
Administrative Services

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

Date: August 13, 2014

ANAHEIM UNION HIGH SCHOOL DISTRICT

2014-2015 REVERSE LINK INSTRUCTION

<b>NAME</b>	<b>ANNUAL SALARY</b>	<b>FRINGE BENEFITS</b>	<b>TOTAL</b>	<b>% TO BE REIMBURSED</b>	<b>AMT TO BE REIMBURSED</b>
Anthony Boccignone	\$50,000	\$30,262	\$80,262	20%	\$16,052
Jeremy Cates	\$59,230	\$31,423	\$90,653	20%	\$18,131
John Puckett	\$59,230	\$31,423	\$90,653	20%	\$18,131
Mike Reed	\$59,440	\$24,754	\$84,194	20%	\$16,839
<b>Approximate Amount to be Reimbursed</b>					<b>\$69,153</b>

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

<b>Quantity</b>	<b>Description</b>
1	Cart
7	File Cabinets
5	Laptop Charging Carts
2	Stack Chairs
36	Student Desks
1	Television Cart
20	Televisions

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

<b>Quantity</b>	<b>Type of Equipment</b>
1	Auto Folder Machine
6	Camcorders
4	Cameras
40	CD Drives
409	Computers
12	Copiers
5	Drums
4	DVD Players
3	Eight Tracks
2	Fax Machines
13	Hard Drives
74	Keyboards
278	Laptops
2	Metal TV Mounting Brackets
1	Microwave
257	Monitors
9	Mouse
2	Overhead Projectors

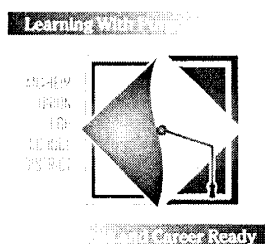
5	Portable Radios
8	Power Supply Units
28	Printers
26	Projectors
2	Receivers
4	Resuscitators (Annie Manikin)
3	Scanners
3	Typewriters
1	VCR

**Declaring Certain Equipment (Graphic Arts Inventory) as Unusable, Obsolete, and/or Out-of-Date and Ready for Sale, or Destruction**

<b>Quantity</b>	<b>Make</b>	<b>Serial #</b>
1	Heidelberg Cylinder Press 15"x20.5"	767252
1	Heidelberg Platen Press 10"x15"	T156817E
1	Heidelberg Kord 64 Press 18"x25.25"	343967
1	AB Dick 385 Offset Press	1895

## 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) **
<b>VARIOUS MATH BOOKS</b>					
Algebra 1	2269	Outdated	Fair	Obsolete	No To be sold
Algebra Readiness	246	Outdated	Fair	Obsolete	No To be sold
Finite Math	81	Outdated	Fair	Obsolete	No To be sold
Geometry	220	Outdated	Fair	Obsolete	No To be sold
Holt Workbook	400	Outdated	Fair	Obsolete	No To be sold
Pre-Algebra	8	Outdated	Fair	Obsolete	No To be sold
<b>VARIOUS LITERATURE BOOKS</b>					
Bridges to Literature	75	Outdated	Fair	Obsolete	No To be sold
<b>VARIOUS LIBRARY BOOKS</b>					
Various Library Books	703	Outdated	Fair	Obsolete	No To be sold
Various Library Books on Cassette	23	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.



## Donations

**September 23, 2014**

<u>Location</u>	<u>Donated By</u>	<u>Item</u>
Cypress	Skyworks Solutions, Inc.	58 Lab coats (\$500 value)
	Mr. and Mrs. Eisleben	Binders for classrooms
Lexington	Target, Take Charge of Education	\$417.11
	The Lexington Foundation	\$707.40, Math Department
Walker	Eleanor Lopez	\$25, Educational ALLiance program
	Latausha Bowler	\$25, Educational ALLiance program
	Mr. and Mrs. Keven Sequeira	\$25, Educational ALLiance program
	M. Young	\$25, Educational ALLiance program
	Mr. and Mrs. Sean Pfeiffer	\$25, Educational ALLiance program
	Mr. and Mrs. Roland Preciado	\$25, Educational ALLiance program
	Mr. and Mrs. Salao	\$50, Educational ALLiance program
	Mr. and Mrs. David Files	\$50, Educational ALLiance program
	Mr. and Mrs. Lance Doherty	\$50, Educational ALLiance program
	Mr. and Mrs. William Oliver	\$100, Educational ALLiance program
	Target	\$472.34

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
ASIEDU KUMI, AGNES	V6411675	5210	1,944.34	1,944.34	00120761V6405131 A-58210 64 6401232200814347
B AND H PHOTO VIDEO I	V6400422	4310	2,010.84	5,410.51	00120762
		4320	1,900.67		
		4410	1,499.00		
NAVIANCE INC.	V6409209	5880	68,927.00	68,927.00	00120763
PITNEY BOWES	V6403677	5910	10,093.31	10,093.31	00120764
AAA ELECTRIC MOTOR SA	V6400033	4347	196.44	196.44	00120765
ACCREDITING COMMISSIO	V6400063	5880	9,840.00	9,840.00	00120766
ALLIANCE ENVIRONMENTA	V6400169	5610	3,021.65	3,021.65	00120767
AWARDS BY PAUL	V6400412	4320	16.20	16.20	00120768
B AND K ELECTRIC WHOL	V6400623	4355	64.58	64.58	00120769
BAND SHOPPE	V6406925	4410	1,285.90	1,285.90	00120770
C AND A ATHLETICS	V6410544	4310	8,371.88	8,371.88	00120771
C AND L SUPPLY COMPAN	V6409725	4310	1,405.62	1,405.62	00120772
C TECH CONSTRUCTION I	V6410905	5610	209.00	209.00	00120773
CDW GOVERNMENT INC.	V6400819	4410	12,060.36	12,060.36	00120774
CEMEX	V6404364	4347	935.21	935.21	00120775
CHILD SHUTTLE	V6406415	5870	1,336.00	1,336.00	00120776
CITY AUTO TOP	V6400953	4370	538.73	1,136.41	00120777
		4376	135.42		
		5610	462.26		
CITY OF ANAHEIM	V6400957	5520	20,428.34	27,922.51	00120778
		5530	4,993.35		
		5580	2,500.82		
CITY OF BUENA PARK	V6400958	5580	6,447.56	6,447.56	00120779



FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
CLARK SECURITY PRODUC	V6400966	4355	1,613.63	1,613.63	00120780
COAST TO COAST LABEL	V6400999	4320	60.68	60.68	00120781
CRYSTAL GLASS AND MIR	V6401153	4355	1,946.43	1,946.43	00120782
DESIGNS BY MARINA	V6401334	4320	280.92	280.92	00120783
DHAWAN, SONITA	V6410951	5220	22.46	22.46	00120784
DIGITAL ELECTRIC INC.	V6410370	5610	2,496.00	2,496.00	00120785
GANAHL LUMBER CO	V6401804	4347 4355	320.18 650.39	970.57	00120786
GOPHER SPORTS EQUIPME	V6401902	4310	1,295.96	1,295.96	00120787
HAIKU LEARNING SYSTEM	V6410430	4110	144,000.00	144,000.00	00120788
HEAT TRANSFER SOLUTION	V6410898	5610	913.60	913.60	00120789
HOME DEPOT	V6405234	4355	700.16	700.16	00120790
IMAGE APPAREL FOR BUS	V6402628	4345	521.70	521.70	00120791
IMPERIAL PRODUCTS INC	V6402137	4355	1,185.43	1,185.43	00120792
INTERACTIVE EDUCATION	V6410833	5880	4,885.20	4,885.20	00120793
				*** CHECK GAP ***	
ACORN MEDIA	V6400068	4320	845.00	845.00	00120798
APPLE INC	V6400319	4320 4410	892.08 1,027.92	1,920.00	00120799
AREY JONES EDUCATIONA	V6411649	4410	57,102.24	57,102.24	00120800
ASSOCIATED BUSINESS P	V6400369	5610	291.10	291.10	00120801
BJ BINDERY	V6411113	5810	8,264.00	8,264.00	00120802
BROOKS INSTALLATIONS	V6403919	5610	1,750.00	1,750.00	00120803

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
CARNEGIE LEARNING INC	V6411378	4150	9,909.90	34,968.24	00120804
		4250	20,058.34		
		5880	5,000.00		
CART MAN INC, THE	V6404668	5610	1,407.64	1,407.64	00120805
CENGAGE LEARNING	V6404723	4250	52,046.75	53,346.75	00120806
		5880	1,300.00		
CITY OF ANAHEIM	V6400957	5580	600.64	600.64	00120807
COCO PRINTING AND GRA	V6410045	5810	388.80	388.80	00120808
CSBA	V6401155	5810	5,000.00	5,000.00	00120809
CULCIAP, MITRUT	V6408845	5210	886.24	886.24	00120810
DAVE BANG ASSOCIATES	V6401265	4410	2,484.00	4,534.00	00120811
		5610	2,050.00		
DONNELLY, DIANE	V6401345	5210	1,223.38	1,223.38	00120812
ENG, SITTY	V6410854	5210	894.52	894.52	00120813
F.M. THOMAS AIR CONDI	V6401651	5610	789.00	789.00	00120814
MANVILLE, LAURIE	V6411542	5210	17.62	17.62	00120815
				*** CHECK GAP ***	
C2 REPROGRAPHICS	V6408990	6245	1,355.86	1,355.86	00120820
GLASBY MAINTENANCE SU	V6401863	4347	307.42	307.42	00120821
GOV CONNECTION	V6406748	9320	722.41	722.41	00120822
GRAINGER	V6404982	4355	8,220.43	8,220.43	00120823
GREATER ANAHEIM SELPA	V6401927	8311	101,023.86	101,023.86	00120824
GRIFFIN, MATTHEW	V6407621	5210	1,649.80	1,649.80	00120825
HOME DEPOT	V6405234	4355	1,283.63	1,283.63	00120826

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
JOHNSTONE SUPPLY	V6402415	4347	10.44	10.44	00120827
KLATZKER, DANIEL	V6411683	5210	1,711.82	1,711.82	00120828
MARRUJO, MATT	V6411404	5210	1,596.44	1,596.44	00120829
*** CHECK GAP ***					
123 OFFICE SOLUTION I	V6411643	9320	19,994.69	19,994.69	00120831
CAL LIFT INC	V6400664	5610	322.28	322.28	00120832
CENTAR INDUSTRIES	V6400828	4355	75.60	75.60	00120833
CINTAS DOCUMENT MANAG	V6411124	5810	73.44	73.44	00120834
CITY OF ANAHEIM	V6400957	5520	33,251.79	46,394.25	00120835
		5530	9,112.07		
		5580	4,030.39		
CITY OF ANAHEIM	V6400957	5810	2,543.75	2,543.75	00120836
CLARK SECURITY PRODUC	V6400966	4355	135.31	135.31	00120837
D. HAUPTMAN CO.	V6401220	4310	204.23	204.23	00120838
D. HAUPTMAN CO. INC.	V6405405	9320	3,240.00	3,240.00	00120839
DARTCO TRANSMISSION S	V6401258	4376	124.20	252.59	00120840
		4385	128.39		
DAVE BANG ASSOCIATES	V6401265	5610	2,395.00	2,395.00	00120841
DHK PLUMBING AND PIPI	V6409955	5610	5,600.00	5,600.00	00120842
DIESEL SPECIALISTS	V6406515	4376	1,057.80	1,057.80	00120843
DUNN EDWARDS PAINTS	V6401448	4355	6,426.72	6,426.72	00120844
EBERHARD EQUIPMENT	V6405532	4347	202.26	202.26	00120845
EBSCO SUBSCRIPTION SE	V6401474	4310	1,038.93	2,098.37	00120846
		4315	1,059.44		

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
EBSCO SUBSCRIPTION SE	V6401474	4310	59.55	59.55	00120847
ECONOMY RENTALS INC	V6401478	5620	2,227.79	2,227.79	00120848
EVOQUA WATER TECHNOLO	V6408457	4380	412.40	412.40	00120849
EVREX CORPORATION	V6408380	5610	1,395.00	1,395.00	00120850
EWING IRRIGATION PROD	V6401634	4347	1,743.95	1,743.95	00120851
EXPRESS PIPE AND SUPP	V6401644	4355	625.75	625.75	00120852
FENN TERMITTE AND PEST	V6401679	5610	62.00	62.00	00120853
HP DIRECT	V6408671	4320 4410	573.81 9,609.49	10,183.30	00120854
MACKIN LIBRARY MEDIA	V6402903	4310	1,500.00	1,500.00	00120855
MC FADDEN DALE HARDWA	V6403056	4355	231.61	231.61	00120856
MC GRAY HILL EDUCATIO	V6411310	4250	8,785.41	8,785.41	00120857
MD INSTALLATIONS INT'	V6410469	5610	1,162.00	1,162.00	00120858
MISSION LINEN SUPPLY	V6411115	4388	272.79	272.79	00120859
MONTGOMERY HARDWARE C	V6405624	4355	10,040.04	10,040.04	00120860
MOORE MEDICAL CORP.	V6403191	4320	5,941.06	5,941.06	00120861
NORTH ORANGE COUNTY R	V6403384	7223	471,731.90	471,731.90	00120862
ORANGE COUNTY NEWS	V6410009	5880	425.00	425.00	00120863
ORANGE COUNTY PUBLIC	V6411157	5810	6,541.00	6,541.00	00120864
ORANGE COUNTY REGISTE	V6403461	4320 5880	39.31 39.31	78.62	00120865
ORVAC ELECTRONICS	V6403479	4320	130.87	130.87	00120866
PITTMAN, CRISTINA	V6411677	5210	1,616.22	1,616.22	00120867

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
PROSOURCE WINDOW CLEA	V6409817	5610	700.00	700.00	00120868
QUALITY AIRE	V6408631	5610	800.00	800.00	00120869
REAL, JEANNETTE	V6411176	5220	71.90	71.90	00120870
RELIABLE OFFICE SUPPL	V6403890	4320	123.00	123.00	00120871
SCHOOL BUS PARTS	V6404157	4385	357.10	357.10	00120872
SEHI COMPUTER PRODUCT	V6404221	4320	246.73	246.73	00120873
SILVER STATE TRAILWAY	V6410344	5620	1,409.10	1,409.10	00120874
SKS INC	V6404058	4384	787.11	787.11	00120875
TRADITIONAL AUTO SUPP	V6409571	4376	189.39	189.39	00120876
WILLIAMS, SARA	V6411678	5210	1,100.15	1,100.15	00120877
CULVER NEWLIN	V6411589	4310 4320	8,916.48 1,613.08	10,529.56	00120878
GALLEGOS, JOSE	V6402424	5210	250.00	250.00	00120879
GARY'S RADIATOR SERVI	V6401818	4376	808.12	808.12	00120880
GREATER ANAHEIM SELPA	V6401927	8311	101,023.86	101,023.86	00120881
H AND H AUTO PARTS WH	V6401967	4385	941.86	941.86	00120882
HD INDUSTRIES	V6401983	4376	2,167.75	2,167.75	00120883
HOME DEPOT	V6405234	4355	208.61	208.61	00120884
IMPERIAL PRODUCTS INC	V6402137	4355	1,628.37	1,628.37	00120885
IPC USA INC.	V6410467	4381	29,434.28	29,434.28	00120886
JACKSONS A S BREA	V6406346	4347 4370 4375 4376 4385	171.00 434.51 109.36 402.38 135.38	1,999.22	00120887

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
		4387	746.59		
JART DIRECT MAIL SERV	V6402271	5810	98.25	98.25	00120888
JEYCO PRODUCTS INC	V6402332	4375	2,199.18	2,199.18	00120889
JHM SUPPLY INC.	V6411647	4347	2,881.43	2,881.43	00120890
JOHNSON CONTROLS	V6406981	5610	3,610.80	3,610.80	00120891
LEDTERMAN, CAYLIN	V6410914	5210	814.60	814.60	00120892
NCS PEARSON INC.	V6403319	4310	664.44	664.44	00120893
NORTH ORANGE COUNTY R	V6403384	7223	471,731.90	471,731.90	00120894
NTH GENERATION COMPUT	V6411156	5810	14,070.56	14,070.56	00120895
ONE DAY SIGNS	V6405664	4310	2,025.00	2,025.00	00120896
ONE STOP PARTS SOURCE	V6406259	4370	179.66	179.66	00120897
ORANGE COUNTY FIRE PR	V6403457	4355	1,271.60	1,271.60	00120898
PC LIQUIDATIONS	V6411632	4310	635.61	635.61	00120899
PEARSON EDUCATION	V6403609	4250	15,146.45	15,146.45	00120900
PEARSON EDUCATION	V6403609	4250	30,602.47	30,602.47	00120901
PIONEER DRAMA SERVICE	V6403673	4310	522.00	522.00	00120902
POSITIVE DISCIPLINE	V6411046	4310	338.76	338.76	00120903
SIGNATURE FLOORING IN	V6410839	5610	12,500.00	12,500.00	00120904
STUTZ ARTIANO SHINOFF	V6408054	5821	1,445.00	1,445.00	00120905
TIRES WAREHOUSE	V6411116	4386 4387	772.98 -369.60	403.38	00120906
UNION AUTO SERVICE CE	V6404840	4370 5610	3,194.26 2,339.90	5,534.16	00120907

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
WESTEL COMMUNICATION	V6405039	5610	120.00	120.00	00120908
WURTH USA INC	V6408563	4375	716.21	716.21	00120909
XVR SOFTWARE LLC	V6411285	5610	2,950.00	2,950.00	00120910
DALE JUNIOR HIGH ASB	V6405581	8699	52.83	52.83	00120911
HP DIRECT	V6408671	4310	725.35	46,066.77	00120912
		4320	129.60		
		4410	1,012.39		
		5880	176.00		
		6490	44,023.43		
KATELILA HIGH SCHOOL	V6402515	8699	92.75	92.75	00120913
LOARA ASB	V6402803	8699	46.12	46.12	00120914
MAGNOLIA HIGH SCHOOL	V6402920	8699	66.35	66.35	00120915
ORANGEVIEW JR HIGH SC	V6403468	8699	45.63	45.63	00120916
PASTIS, NICK	V6408436	5210	98.56	98.56	00120917
PRO LINE GYM FLOORS I	V6411031	5610	39,300.00	39,300.00	00120918
REFRIGERATION SUPPLIE	V6403873	4347	623.85	623.85	00120919
RELIABLE OFFICE SOLUT	V6403889	9320	613.01	613.01	00120920
RIFTON EQUIPMENT	V6405287	4410	3,001.87	3,001.87	00120921
RUSSELL SIGLER INC.	V6410420	4347	493.85	493.85	00120922
SAVANNA HIGH SCHOOL	V6404130	8699	123.03	123.03	00120923
SCHOOL NURSE SUPPLY I	V6404166	4320	130.73	130.73	00120924
SYCAMORE JR HIGH ASB	V6404569	8699	19.35	19.35	00120925
ULTRASOUND AUDIO INC	V6411648	4310	12,474.95	53,684.55	00120926
		4410	30,763.60		
		5610	7,756.00		
		5620	1,440.00		

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
		5880	1,250.00		
WALKERS DELI	V6407901	4390	17.82	17.82	00120927
WESTERN HIGH SCHOOL A	V6405044	8699	157.39	157.39	00120928
ACSA'S FOUNDATION FOR	V6400076	5880	246.00	246.00	00120929
CHAMPION DODGE	V6411679	6490	59,161.47	59,161.47	00120930
CITY OF ANAHEIM	V6400957	5520	79,678.46	100,174.21	00120931
		5530	13,310.16		
		5580	7,185.59		
CORRAL, ANNA	V6400299	5210	981.50	981.50	00120932
CORREIA, FRANCES	V6401738	5220	20.72	20.72	00120933
FARR'S CUSTOM CARBIDE	V6410142	4355	153.60	153.60	00120934
FERENCZ, SUSAN	V6411395	5210	350.00	350.00	00120935
FERGUSON ENTERPRISES	V6409823	4347	4,078.27	4,078.27	00120936
FIVE STAR RUBBER STAM	V6405116	4320	343.16	343.16	00120937
FLEET SERVICES INC	V6405625	4375	55.21	2,032.35	00120938
		4376	1,427.87		
		4385	549.27		
FLINN SCIENTIFIC INC	V6401708	4310	343.36	343.36	00120939
FOLLETT SCHOOL SOLUTI	V6411526	4250	23,457.80	30,654.32	00120940
		4310	7,196.52		
FOUNDATION FOR KOREAN	V6410559	4250	7,333.70	7,333.70	00120941
FROG ENVIRONMENTAL IN	V6407428	5610	725.00	725.00	00120942
GLASBY MAINTENANCE SU	V6401863	4347	1,426.68	1,426.68	00120943
GORRELL, TOM	V6411687	5210	991.93	991.93	00120944
GRAINGER	V6404982	4355	376.54	376.54	00120945



FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
HOME DEPOT	V6405234	4355	1,491.32	1,491.32	00120946
IMAGE APPAREL FOR BUS	V6402628	4345	137.55	137.55	00120947
IMPERIAL PRODUCTS INC	V6402137	4355	234.23	234.23	00120948
JHM SUPPLY INC.	V6411647	4347	865.56	865.56	00120949
JOHNSTONE SUPPLY	V6402415	4347	742.08	742.08	00120950
LAIOLA, JIM	V6402340	5610	135.00	135.00	00120951
LETTER PERFECT SIGNS	V6402726	4355	167.40	167.40	00120952
REVOLVING CASH FUND	V6405190	2260	398.71	4,079.80	00120953
		2460	253.12		
		4310	290.95		
		5880	150.00		
		5910	2,987.02		
SEHI COMPUTER PRODUCT	V6404221	4310	1,274,446.40	1,561,995.04	00120954
		4410	208,352.64		
		5880	79,196.00		
				*** CHECK GAP ***	
JUBANY NAC ARCHITECTU	V6409796	6216	18,792.00	18,792.00	00120956
REVOLVING CASH FUND	V6405190	4320	700.57	700.57	00120957
				*** CHECK GAP ***	
GAS COMPANY, THE	V6404372	5510	44.02	44.02	00120959
GLASBY MAINTENANCE SU	V6401863	4347	497.79	497.79	00120960
HARBOR FREIGHT TOOLS	V6401984	4347	25.35	25.35	00120961
HILLYARD FLOOR CARE S	V6402055	4347	176.05	176.05	00120962
HOME DEPOT	V6405234	4355	501.75	501.75	00120963
IBARRA RODRIGUEZ, MIG	V6409769	5220	66.36	66.36	00120964

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
J AND A FENCE	V6409989	5610	1,685.00	1,685.00	00120965
JOE ANTHONY GONZALEZ	V6411651	4310	1,082.16	1,082.16	00120966
KEYBOARD TEACHER, THE	V6404676	4310	375.09	375.09	00120967
LAIOLA, JIM	V6402340	5610	130.00	130.00	00120968
MARTINEZ, DONOVAN	V6410051	5220	63.84	63.84	00120969
MC FADDEN DALE HARDWA	V6403056	4355	189.76	189.76	00120970
MOORE MEDICAL CORP.	V6403191	4320	2,311.82	2,311.82	00120971
MORALES, MAYNOR	V6411225	5220	58.80	58.80	00120972
MUSIC AND ARTS CENTER	V6411397	4310	288.99	288.99	00120973
NASSP	V6411086	5310	85.00	85.00	00120974
NEWS 2 YOU	V6405551	4310	159.00	159.00	00120975
OC LAND MGMT SERVICE	V6405473	4347	641.52	641.52	00120976
ORANGE COUNTY APPLIAN	V6403448	4347	30.11	30.11	00120977
ORRAVAN MECHANICAL	V6411315	5610	1,880.00	1,880.00	00120978
PARTNERS IN LEARNING	V6403552	4310	872.38	872.38	00120979
PILZ, LUCERO PAMELA	V6411688	5210	108.35	108.35	00120980
PITNEY BOWES PRESORT	V6409632	5910	4,195.36	4,195.36	00120981
REFRIGERATION SUPPLIE	V6403873	4347	413.78	413.78	00120982
RELIABLE OFFICE SOLUT	V6403889	9320	1,041.12	1,041.12	00120983
RELIABLE SHEET METAL	V6403891	4355	1,166.40	1,166.40	00120984
RENAISSANCE LEARNING	V6403894	5880	4,321.50	4,321.50	00120985
RUSSELL SIGLER INC.	V6410420	4347	420.76	420.76	00120986

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
S.C. SIGNS AND SUPPLI	V6410977	4355	146.88	146.88	00120987
SADA SYSTEMS INC	V6411435	5810	3,570.00	3,570.00	00120988
SAFETY KLEEN	V6404072	5610	2,271.01	2,271.01	00120989
SANDLER BROS.	V6411003	9320	898.99	898.99	00120990
SASAI, JENNIFER	V6408836	5210	93.00	93.00	00120991
SCHOOL SERVICES OF CA	V6404171	5210	215.00	215.00	00120992
SCHOOL SPECIALTY INC	V6404173	4310	369.64	369.64	00120993
SCHORR METALS INC	V6404179	4355	632.37	632.37	00120994
SEHI COMPUTER PRODUCT	V6404221	4320	2,808.00	5,930.80	00120995
		4410	2,602.80		
		5880	520.00		
SKS INC	V6404058	4384	813.94	813.94	00120996
SOUTHERN CALIFORNIA E	V6404370	5520	183,716.47	183,716.47	00120997
SOUTHWEST SCHOOL AND	V6404383	4410	583.84	19,052.62	00120998
		9320	18,468.78		
SFICERS PAPER INC	V6404405	4320	220.40	220.40	00120999
SPINITAR PRESENTATION	V6404407	4310	367.04	734.88	00121000
		4320	367.84		
STAPLES ADVANTAGE	V6410116	4310	254.69	1,612.94	00121001
		4320	1,358.25		
STATE OF CALIFORNIA	V6404447	5610	675.00	675.00	00121002
TEXTBOOK WAREHOUSE	V6404663	4250	25,760.06	25,760.06	00121003
THYSSENKRUPP ELEVATOR	V6404724	5610	177.00	177.00	00121004
TOMARK SPORTS INC.	V6404748	4355	872.40	1,945.08	00121005
		9320	1,072.68		

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
TRANE COMPANY, THE	V6407007	5620	3,078.00	3,078.00	00121006
TROXELL COMMUNICATION	V6404796	4310 4410	2,546.32 707.41	3,253.73	00121007
UNITED REFRIGERATION	V6404853	4347	102.21	102.21	00121008
UNITED RENTALS	V6404854	5620	982.62	982.62	00121009
UNITED STATES ACADEMI	V6404818	4310	1,642.56	1,642.56	00121010
UNIVERSAL ASPHALT	V6404860	5610	7,560.00	7,560.00	00121011
US AIR CONDITIONING D	V6404317	4355	59.39	59.39	00121012
VERA, CARLOS	V6408946	5220	47.60	47.60	00121013
VISION COMMUNICATIONS	V6404955	4320	54.54	54.54	00121014
VISTA HIGHER LEARNING	V6411394	4250 4310	4,915.88 17,431.11	22,346.99	00121015
WALTERS WHOLESALE	V6409053	4355	119.04	119.04	00121016
WESTEL COMMUNICATION	V6405039	5610	480.00	480.00	00121017
WOODCRAFT	V6405102	4355	235.49	235.49	00121018
ACS BILLING SERVICE	V6400072	5580	3,853.58	3,853.58	00121019
ALVARADO PAINTING, A	V6406348	5610	5,545.00	5,545.00	00121020
ALVARADO, JAVIER	V6410050	5220	44.80	44.80	00121021
BAY ALARM COMPANY	V6410926	5610	6,565.00	6,565.00	00121022
C TECH CONSTRUCTION I	V6410905	5610	553.00	553.00	00121023
CALIFORNIA COMMISSION	V6409605	5310	1,300.00	1,300.00	00121024
CALIFORNIA INTERSCHOL	V6400699	5310	2,042.56	2,042.56	00121025
CENTAR INDUSTRIES	V6400828	4355	10,263.78	10,263.78	00121026

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
CITY OF ANAHEIM	V6400957	5520	210,739.58	272,180.62	00121027
		5530	42,808.51		
		5580	18,632.53		
CITY OF ANAHEIM	V6400957	5880	500.00	500.00	00121028
CITY OF BUENA PARK	V6400958	5530	10,605.36	10,605.36	00121029
DUNN EDWARDS PAINTS	V6401448	4355	406.49	406.49	00121030
ECONOMY RENTALS INC	V6401478	5610	154.79	1,078.11	00121031
		5620	923.32		
ENERGY ENVIRONMENTAL	V6411671	5610	1,300.00	1,300.00	00121032
FIVE STAR RUBBER STAM	V6405116	4320	193.91	193.91	00121033
FOKI'S MICROSCOPE AND	V6401720	5610	291.16	291.16	00121034
FOLLETT SCHOOL SOLUTI	V6411526	4210	308.45	308.45	00121035
GES	V6410944	5810	3,132.00	3,132.00	00121036
GLASBY MAINTENANCE SU	V6401863	4347	51.41	51.41	00121037
HOME DEPOT	V6405234	4355	223.98	223.98	00121038
HP DIRECT	V6408671	4410	17,671.20	17,671.20	00121039
ILLUMINATE EDUCATION	V6410890	5810	127,556.00	127,556.00	00121040
IMPERIAL PRODUCTS INC	V6402137	4355	990.86	990.86	00121041
JHM SUPPLY INC.	V6411647	4347	333.18	333.18	00121042
JOHNSTONE SUPPLY	V6402415	4347	62.20	62.20	00121043
KONICA MINOLTA BUSINE	V6403156	5620	7,609.28	7,609.28	00121044
LAIOLA, JIM	V6402340	5610	256.00	256.00	00121045
NICOLE MILLER AND ASS	V6411341	5810	3,500.00	3,500.00	00121046
OCDE	V6403452	5210	760.00	760.00	00121047

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
U S BANK	V6406511	4320	212.00	2,207.96	00121048
		4390	1,251.44		
		4410	614.52		
		5610	130.00		
VALENCIA, EDUARDO AND	V6411636	5850	2,158.00	2,158.00	00121049
				*** CHECK GAP ***	
AVANTAGE ATHLETIC TR	V6411449	5805	12,760.00	12,760.00	00121051
BLACKBOARD INC	V6410739	5880	21,745.93	21,745.93	00121052
EBSCO PUBLISHING	V6406229	5880	34,000.00	34,000.00	00121053
GRAINGER	V6404982	4355	3,754.80	3,754.80	00121054
HOME DEPOT	V6405234	4355	161.73	161.73	00121055
HOWARD INDUSTRIES	V6402088	4347	21.76	21.76	00121056
J AND M PROMOTIONS IN	V6402207	4310	9,185.94	9,185.94	00121057
JACKSONS A S BREA	V6406346	4347	251.46	251.46	00121058
JHM SUPPLY INC.	V6411647	4347	399.15	399.15	00121059
KEMP, CHRISTINE	V6400923	5220	18.48	18.48	00121060
LINDY OFFICE PRODUCTS	V6411539	9320	2,177.28	2,177.28	00121061
A U H S D FOOD SERVIC	V6400023	4390	81.00	81.00	00121062
A Z PARTS SALES	V6409623	4385	33.75	97.10	00121063
		4387	63.35		
AAA ELECTRIC MOTOR SA	V6400033	4347	197.59	197.59	00121064
ACOUSTICAL MATERIAL S	V6400070	4355	143.00	143.00	00121065
ACTIVE NETWORK LLC	V6411661	5610	1,526.00	1,526.00	00121066
ADA BADMINTON AND TEN	V6400086	4310	460.00	460.00	00121067

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
ADVANCED OFFICE SERVI	V6408695	5610	398.35	398.35	00121068
AICHELE, STEVEN G.	V6407891	5610	125.00	125.00	00121069
ALBRIGHT LIGHTING PLA	V6410869	4355	95.99	95.99	00121070
ANAHEIM UNION HIGH SC	V6400267	5454	77,224.47	77,224.47	00121071
APPLE INC	V6400319	4310 4410	520.20 10,841.50	11,361.70	00121072
APPLE TEXTBOOKS	V6409340	4250	2,379.61	2,379.61	00121073
ARMSTRONG, IAN	V6408439	5220	13.72	13.72	00121074
AYALA, JENNIFER	V6406645	5210	1,443.75	1,443.75	00121075
BIOMETRICS4ALL INC	V6409224	4410	886.20	886.20	00121076
BUDDY'S ALL STARS INC	V6406311	4310 5630	251.80 6,225.00	6,476.80	00121077
BUREAU OF EDUCATION A	V6400627	5210	478.00	478.00	00121078
CCS PRESENTATION SYST	V6406933	4310	30.24	30.24	00121079
CENTRAL PLUMBING CO.	V6410859	5610	1,202.50	1,202.50	00121080
CITY OF ANAHEIM	V6400957	5520 5530	13.14 29.95	43.09	00121081
COLON, MANUEL	V6402939	5210	1,508.67	1,508.67	00121082
CONSOLIDATED DISPOSAL	V6401069	5580	6,625.26	6,625.26	00121083
ESCHOOL SOLUTIONS	V6405390	5880	14,362.00	14,362.00	00121084
ESCOE, BARRY	V6400453	3701	1,937.40	1,937.40	00121085
EXPRESS PIPE AND SUPP	V6401644	4355	33.92	33.92	00121086
FIRST CALL	V6411676	4385	259.09	259.09	00121087
GOLDEN STATE PAVING C	V6408228	5610	1,000.00	1,000.00	00121088

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
HOME DEPOT	V6405234	4355	930.13	930.13	00121089
IMAGE APPAREL FOR BUS	V6402628	4345	1,085.73	1,085.73	00121090
IMPERIAL PRODUCTS INC	V6402137	4355	5,948.93	5,948.93	00121091
JEYCO PRODUCTS INC	V6402332	4310	2,319.84	2,319.84	00121092
JHM SUPPLY INC.	V6411647	4347	341.38	341.38	00121093
KNORR SYSTEMS	V6402610	4347 5610	561.36 979.00	1,540.36	00121094
MC FADDEN DALE HARDWA	V6403056	4355	37.25	37.25	00121095
NASCO MODESTO	V6403253	4310	834.29	834.29	00121096
OCDE	V6403452	5880	1,399.81	1,399.81	00121097
ORANGE COUNTY FIRE PR	V6403457	4355	203.21	203.21	00121098
PC MALL GOV	V6403599	4310	7,529.06	7,529.06	00121099
FENNER PARTITIONS INC	V6403625	4355	287.28	287.28	00121100
PERMA BOUND	V6403638	4110	102.63	102.63	00121101
PREMIER AGENDAS INC.	V6406363	4310	5,256.28	5,256.28	00121102
REFRIGERATION SUPPLIE	V6403873	4347	2,140.64	2,140.64	00121103
RUSSELL SIGLER INC.	V6410420	4347	1,081.26	1,081.26	00121104
SCHOIASTIC INC.	V6404150	4310	3,657.01	3,657.01	00121105
SEHI COMPUTER PRODUCT	V6404221	4320	26.00	26.00	00121106
SIMPLEXGRINNELL	V6404290	5610	735.50	735.50	00121107
TEXTBOOK WAREHOUSE	V6404663	4150	5,440.24	5,440.24	00121108
ULINE	V6406546	5610	459.35	459.35	00121109
UNITED REFRIGERATION	V6404853	4347	373.24	373.24	00121110



FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
US GAMES INC	V6404813	4310	422.37	422.37	00121111
WESTEL COMMUNICATION	V6405039	5610	1,235.00	1,235.00	00121112
*** CHECK GAP ***					
ACCO BRANDS USA LLC d	V6411645	4410	2,046.60	2,046.60	00121115
ACOUSTICAL MATERIAL S	V6400070	4355	145.93	145.93	00121116
ANAHEIM DISPOSAL	V6400256	5580	5,884.09	5,884.09	00121117
B AND H PHOTO VIDEO I	V6400422	4310 4410	775.40 1,848.00	2,623.40	00121118
B AND K ELECTRIC WHOL	V6400623	4355	1,021.26	1,021.26	00121119
B AND M LAWN AND GARD	V6400423	4347 4410	935.46 916.92	1,852.38	00121120
BANGKIT USA INC.	V6410523	9320	6,323.57	6,323.57	00121121
BIG D SUPPLIES	V6400508	4355	41.18	41.18	00121122
BIOLOGIX SERVICE CORP	V6410288	9320	1,924.10	1,924.10	00121123
BISHOP CO.	V6400530	9320	79.40	79.40	00121124
BLICK ART MATERIALS	V6401357	4310	169.18	169.18	00121125
BRODART CO	V6400600	4315	134.16	134.16	00121126
BSN SPORTS	V6400615	4310	1,668.37	1,668.37	00121127
CALIFORNIA INTERSCHOL	V6400699	5310	469.98	469.98	00121128
CITY OF ANAHEIM	V6400957	5520 5530 5580	60,476.26 13,838.63 5,950.79	80,265.68	00121129
FENN TERMITE AND PEST	V6401679	5610	399.00	399.00	00121130
FERGUSON ENTERPRISES	V6409823	4347	218.54	218.54	00121131

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
FIVE STAR RUBBER STAM	V6405116	4320	14.62	14.62	00121132
GAS COMPANY, THE	V6404372	5510	5,079.84	5,079.84	00121133
GRAINGER	V6404982	4355	368.32	368.32	00121134
HIRSCH PIPE AND SUPPL	V6411238	4355	25.92	25.92	00121135
HOME DEPOT	V6405234	4355	96.55	96.55	00121136
HORIZON	V6408259	4347	1,590.73	1,590.73	00121137
IBNA	V6402179	5310	10,820.00	10,820.00	00121138
IMAGE APPAREL FOR BUS	V6402628	4345	115.41	115.41	00121139
IMPERIAL PRODUCTS INC	V6402137	4355	379.75	379.75	00121140
J AND M PROMOTIONS IN	V6402207	4310	1,103.22	1,103.22	00121141
J.W. PEPPER AND SON I	V6402214	4310	95.58	95.58	00121142
JHM SUPPLY INC.	V6411647	4347	202.65	202.65	00121143
KLATZKER, LAUREN	V6409248	5220	26.04	26.04	00121144
LAIRD PLASTICS	V6406890	4355	1,793.29	1,793.29	00121145
MONTELONGO, PATRICIA	V6403572	5210	100.00	100.00	00121146
NGUYEN, ROBERT	V6405726	5210	700.00	700.00	00121147
OCDE	V6403452	5880	3,700.00	3,700.00	00121148
OFFICE DEPOT	V6403421	4320	59.28	59.28	00121149
OHIONE COLLEGE	V6411586	5610	300.00	300.00	00121150
ORANGE LEAGUE, THE	V6404680	5310	1,750.00	1,750.00	00121151
PEARSON EDUCATION	V6403609	4150	4,466.58	4,466.58	00121152
PREMIER AGENDAS INC.	V6406363	4310	14,947.20	14,947.20	00121153

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
QUILL CORP.	V6403807	9320	600.05	600.05	00121154
SCHOLASTIC INC.	V6404150	4310	2,857.59	2,857.59	00121155
STAPLEY, ERIC	V6406387	5210	50.00	50.00	00121156
TYCO INTEGRATED SECUR	V6400100	5610	601.95	601.95	00121157
ULINE	V6406546	9320	130.77	130.77	00121158
UNIVERSAL ASPHALT	V6404860	5610	750.00	750.00	00121159
YALE CHASE MATERIALS	V6407574	4347	116.05	116.05	00121160
YAMAHA GOLF CARTS OF	V6405131	4347	277.77	277.77	00121161

TOTAL FOR FUND: 0101 GENERAL FUND 5,110,230.39

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
		Object Total			
		2260	398.71		
		2460	253.12		
		3701	1,937.40		
		4110	144,102.63		
		4150	19,816.72		
		4210	308.45		
		4250	190,486.47		
		4310	1,401,939.38		
		4315	1,193.60		
		4320	21,594.13		
		4345	1,860.39		
		4347	26,462.02		
		4355	70,008.41		
		4370	4,347.16		
		4375	3,079.96		
		4376	6,312.93		
		4380	412.40		
		4381	29,434.28		
		4384	1,601.05		
		4385	2,404.84		
		4386	7,772.98		
		4387	440.34		
		4388	272.79		
		4390	1,350.26		
		4410	366,918.40		
		5210	21,583.89		
		5220	454.72		
		5310	16,467.54		
		5454	77,224.47		
		5510	5,123.86		
		5520	588,304.04		
		5530	94,698.03		
		5580	61,711.25		
		5610	134,627.84		
		5620	17,670.11		
		5630	6,225.00		
		5805	12,760.00		
		5810	174,737.80		
		5821	1,445.00		
		5850	2,158.00		
		5870	1,336.00		
		5880	251,983.75		

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Ant	CK #
	5910		17,275.69		
	6216		18,792.00		
	6245		1,355.86		
	6490		103,184.90		
	7223		943,463.80		
	8311		202,047.72		
	8699		603.45		
	9320		57,286.85		

TOTAL FOR FUND: 0101 GENERAL FUND 5,110,230.39

Total Number Of Checks Printed: 387  
 Number Of Void Checks Printed: 0  
 Number Of Actual Checks Printed: 387

FUND: 2545 CAP FAC AGENCY

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
CITY OF ANAHEIM AS SU V6411390	9510	9510	142,159.29	142,159.29	00120958

TOTAL FOR FUND: 2545 CAP FAC AGENCY 142,159.29

Object	Object Total
9510	142,159.29
TOTAL FOR FUND: 2545 CAP FAC AGENCY	142,159.29

Total Number Of Checks Printed: 1  
 Number Of Void Checks Printed: 0  
 Number Of Actual Checks Printed: 1

FUND: 6769 INS - H&W

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
AMERICAN FIDELITY ASS	V6408036	5450	7,370.78	7,370.78	00120794
METLIFE	V6408692	5462	20,077.70	20,077.70	00120795
MHN SERVICES	V6406987	5463	34,747.46	34,747.46	00120796
				*** CHECK GAP ***	
ANTHEM BLUE CROSS	V6409810	5461	1,342,182.95	1,342,182.95	00120816
DELTA DENTAL INSURANC	V6411391	5465	8,387.16	8,387.16	00120817
EXPRESS SCRIPTS INC.	V6410974	5895	137,162.36	137,162.36	00120818
VISION SERVICE PLAN	V6404956	5464	43,975.51	43,975.51	00120819
				*** CHECK GAP ***	
EXPRESS SCRIPTS INC.	V6410974	5895	76,037.19	76,037.19	00120955
				*** CHECK GAP ***	
CALIFORNIA SCHOOLS DE	V6405368	5892	246,391.00	246,391.00	00121050
				*** CHECK GAP ***	
AUHSD	V6400400	5891	1,296,820.48	1,296,820.48	00121113
EXPRESS SCRIPTS INC.	V6410974	5895	132,950.52	132,950.52	00121114

TOTAL FOR FUND: 6769 INS - H&W 3,346,103.11

FUND: 6769 INS - H&W

Vendor Name	Vendor ID	Object	Amount	Check Ant	CK #
		Object Total			
		5450	7,370.78		
		5461	1,342,182.95		
		5462	20,077.70		
		5463	34,747.46		
		5464	43,975.51		
		5465	8,387.16		
		5891	1,296,820.48		
		5892	246,391.00		
		5895	346,150.07		
TOTAL FOR FUND: 6769 INS - H&W			3,346,103.11		

Total Number Of Checks Printed: 11  
 Number Of Void Checks Printed: 0  
 Number Of Actual Checks Printed: 11



ANAHEIM UHSD 09/16/14 Vendor Check Register  
TUE, SEP 16, 2014, 8:33 AM --req: KORR-----leg: 64 ----loc: 64FISCAL--job: 14222975 #J467--prog: CK517 <1.01>--report id: CKRECSOC

FUND: 7676 WARRANT/PASSTHRU

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
GREATER ANAHEIM SELPA V6401927		9620	1,689,222.00	1,689,222.00	00120797
GREATER ANAHEIM SELPA V6401927		9620	869,765.00	869,765.00	00120830

\*\*\* CHECK GAP \*\*\*

\*\*\* CHECK GAP \*\*\*

TOTAL FOR FUND: 7676 WARRANT/PASSTHRU 2,558,987.00

Object	Object Total
9620	2,558,987.00

TOTAL FOR FUND: 7676 WARRANT/PASSTHRU 2,558,987.00

Total Number Of Checks Printed: 2  
 Number Of Void Checks Printed: 0  
 Number Of Actual Checks Printed: 2

**ANAHEIM UHSD**

**PURCHASE ORDER DETAIL REPORT**

BOARD OF TRUSTEES      09/23/2014

FROM 08/26/2014 TO 09/15/2014

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
I64A0094	NTH GENERATION COMPUTING INC	35,000.00	35,000.00	0108108077 5810	INFO SYSTEM/DP / NON-INSTRUCTIONAL PROF
I64A0095	TYLER TECHNOLOGIES INC.	44,159.00	44,159.00	0113113036 6414	TRANS/REG-ED/TRANSPORTATION /
I64A0096	ADVANTAGE ATHLETIC TRAINING	127,600.00	127,600.00	0115115010 5805	EDUCATION/INSTR / INSTRUCTIONAL PROF
I64A0097	WESTED	30,000.00	30,000.00	0153381521 5810	ECIA-I/PROFESSIONAL DEVELOP /
I64A0098	LANGUAGE NETWORK INC	15,000.00	15,000.00	0163153021 5810	SP PRG ADMN/INSGTR SUPRV /
I64A0099	OCDE	2,400.00	2,400.00	0153399010 5805	TITLE II IMPR TCHR QUAL - ED / INSTRUCTIONAL
I64C0016	SCHOOL SERVICES OF CALIFORNIA	215.00	215.00	0105105072 5210	CLASS HR/GENL ADM / TRAVEL AND
I64C0079	J AND A FENCE	1,685.00	1,685.00	0131232081 5610	BR/FENCE/MO / REPAIRS/MAINT - O/S SERVICES
I64C0080	TRANE COMPANY, THE	2,750.00	2,750.00	0135235081 5620	DALE/HVAC/MO / RENTALS/OPERATING LEASES
I64C0081	ORRAVAN MECHANICAL	2,000.00	2,000.00	0110230081 5610	MAINTENANCE/MO / REPAIRS/MAINT - O/S
I64C0082	ABE'S PLUMBING	2,500.00	2,500.00	0169239081 5610	TRIDENT/PLUMB/MO / REPAIRS/MAINT - O/S
I64C0083	DHK PLUMBING AND PIPING INC	1,750.00	1,750.00	0124239081 5610	LOARA/PLUMB/MO / REPAIRS/MAINT - O/S
I64C0084	DIGITAL ELECTRIC INC.	1,598.00	1,598.00	0121231081 5610	WESTERN/ELECTRIC/MO / REPAIRS/MAINT - O/S
I64C0086	RIDDELL ALL AMERICAN	4,704.48	4,704.48	0120028040 4310	AN/ATHLET/ANCILLARY / INSTRUCTIONAL MATL
I64C0087	ALVARADO PAINTING, A	400.00	400.00	0132237081 5610	OR/PAINT/MO / REPAIRS/MAINT - O/S SERVICES
I64C0088	TRANE COMPANY, THE	2,850.00	2,850.00	0120235081 5620	ANAHEIM/HVAC/MO / RENTALS/OPERATING
I64C0089	ORRAVAN MECHANICAL	500.00	500.00	0138235081 5610	BALL/HVAC/MO / REPAIRS/MAINT - O/S SERVICES
I64C0092	ALVARADO PAINTING, A	400.00	400.00	0137237081 5610	SY/PAINT/MO / REPAIRS/MAINT - O/S SERVICES
I64C0093	ALVARADO PAINTING, A	3,900.00	3,900.00	0120237081 5610	ANAHEIM/PAINT/MO / REPAIRS/MAINT - O/S
I64C0094	APOLLO PRINTING AND GRAPHICS	9,790.05	9,790.05	0116468010 5712	LOTTERY/RESTRICTED/INSTR / INTERPROGRAM -
I64C0095	C TECH CONSTRUCTION INC.	308.00	308.00	0128230081 5610	CY/GENERAL/MO / REPAIRS/MAINT - O/S
I64C0096	CUMMINS PACIFIC LLC	2,638.25	704.60	0110230081 5610	MAINTENANCE/MO / REPAIRS/MAINT - O/S
			620.54	0127230081 5610	KE/GENERAL/MO / REPAIRS/MAINT - O/S
			768.23	0128230081 5610	CY/GENERAL/MO / REPAIRS/MAINT - O/S
			544.88	0150230081 5610	ADMIN/GENERAL/MO / REPAIRS/MAINT - O/S
I64C0099	SIGNATURE FLOORING INC.	725.00	725.00	0169233081 5610	TRIDENT/FLOOR/M&O / REPAIRS/MAINT - O/S
I64C0100	UNIVERSAL ASPHALT	2,500.00	2,500.00	0140238081 5610	SOUTH/PAVING/MO / REPAIRS/MAINT - O/S
I64C0101	MC KINLEY EQUIPMENT CORP.	1,500.00	1,500.00	0110230081 5610	MAINTENANCE/MO / REPAIRS/MAINT - O/S
I64C0102	DHK PLUMBING AND PIPING INC	1,875.00	1,875.00	0169239081 5610	TRIDENT/PLUMB/MO / REPAIRS/MAINT - O/S
I64C0103	SPOT COOLERS	2,880.00	2,880.00	0144235081 5620	LEX/HVAC/MO / RENTALS/OPERATING LEASES
I64C0104	HILLYARD FLOOR CARE SUPPLY	176.05	176.05	0111220081 4347	OPERATIONS - GENERAL / OPERATIONS SUPPLIES
I64C0105	C TECH CONSTRUCTION INC.	553.00	268.00	0131230081 5610	BR/GENERAL/MO / REPAIRS/MAINT - O/S

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I64C0105	*** CONTINUED ***				
I64C0106	TENNANT COMPANY	600.00	285.00	0137230081 5610	SY/GENERAL/MO / REPAIRS/MAINT - O/S
I64C0107	THYSSENKRUPP ELEVATOR	354.00	600.00	0148230081 5610	HANDE/LGENERAL/MO / REPAIRS/MAINT - O/S
I64C0109	CULVER NEWLIN	2,830.46	354.00	0120230081 5610	ANAHEIM/GENERAL/MO / REPAIRS/MAINT - O/S
I64R0204	TEXTBOOK WAREHOUSE	9,196.95	2,830.46	0125000010 4310	KA/INSTR / INSTRUCTIONAL MATL & SUPPLIES
I64R0367	CALIFORNIA COMMISSION TEACHER	1,300.00	9,196.95	0116468010 4250	LOTTERY/RESTRICTED/INSTR / BOOKS AND
I64R0368	FIVE STAR RUBBER STAMP INC	193.91	1,300.00	0104104072 5310	CERT HR/GENL ADM / DUES AND MEMBERSHIPS
I64R0369	ALABAMA INSTITUTE FOR DEAF AND	3,308.47	193.91	0135140027 4320	DALE/SCH ADM/SCH ADM / OTHER OFFICE/MISC
I64R0370	MICHIGAN BRAILLE TRANSCRIBING	6,053.40	3,308.47	0116468010 4310	LOTTERY/RESTRICTED/INSTR / INSTRUCTIONAL
I64R0371	PATTAN AIM CENTER	183.44	6,053.40	0116468010 4310	LOTTERY/RESTRICTED/INSTR / INSTRUCTIONAL
I64R0372	FLORIDA INSTRUCTIONAL MATERIAL	378.27	183.44	0116468010 4310	LOTTERY/RESTRICTED/INSTR / INSTRUCTIONAL
I64R0373	LARGE PRINT MEDIA INC.	8,307.20	378.27	0116468010 4310	LOTTERY/RESTRICTED/INSTR / INSTRUCTIONAL
I64R0374	GLASBY MAINTENANCE SUPPLY CO.	2,302.00	8,307.20	0116468010 4310	LOTTERY/RESTRICTED/INSTR / INSTRUCTIONAL
I64R0375	CITY OF ANAHEIM	2,543.75	2,302.00	0120000081 4347	ANAHEIM/MO / OPERATIONS SUPPLIES - MISC
I64R0376	OCDE	750.00	2,543.75	0172172083 5810	SAFE SCHOOLS / NON-INSTRUCTIONAL PROF
I64R0377	IBNA	10,820.00	750.00	0163379021 5210	TITLE IIIA / LIMITED ENG PROG / TRAVEL AND
I64R0378	CABE	195.00	10,820.00	0127000010 5310	KE/INSTR / DUES AND MEMBERSHIPS
I64R0379	CABE	790.00	195.00	0163379021 5210	TITLE IIIA / LIMITED ENG PROG / TRAVEL AND
I64R0380	STAPLES ADVANTAGE	194.49	790.00	0163379021 5210	TITLE IIIA / LIMITED ENG PROG / TRAVEL AND
I64R0381	MOORE MEDICAL CORP.	2,490.30	194.49	0125000010 4310	KA/INSTR / INSTRUCTIONAL MATL & SUPPLIES
I64R0382	HOIST SERVICE INC	1,424.00	2,490.30	0104104072 4320	CERT HR/GENL ADM / OTHER OFFICE/MISC
I64R0383	TEXTBOOK WAREHOUSE	5,440.24	1,424.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
I64R0384	PEARSON EDUCATION	4,474.37	5,440.24	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
I64R0385	FOLLETT SCHOOL SOLUTIONS INC.	2,845.85	4,474.37	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
I64R0387	STORE SUPPLY WAREHOUSE	798.37	2,845.85	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
I64R0388	C AND H DISTRIBUTORS INC.	962.00	798.37	0135025040 4310	DALE/ANCIL / INSTRUCTIONAL MATL & SUPPLIES
I64R0389	BARNES AND NOBLE	724.46	962.00	0120336010 4310	ANAHEIM/ROTC/INSTR / INSTRUCTIONAL MATL &
I64R0390	VISTA HIGHER LEARNING	4,904.20	724.46	0153000921 4210	SP PROG/LCFF (EIA)/SUPRV INSTR / BOOKS AND
I64R0391	BRAILLE TRANSCRIPTION PROJECT	364.39	4,904.20	0116468010 4310	LOTTERY/RESTRICTED/INSTR / INSTRUCTIONAL
I64R0392	MSLB MICHIGAN DEPT. OF EDUCATI	439.56	364.39	0119283011 4310	SYS/INSTR / INSTRUCTIONAL MATL & SUPPLIES
I64R0393	CALIFORNIA SPORT DESIGN	2,980.80	439.56	0119283011 4310	SYS/INSTR / INSTRUCTIONAL MATL & SUPPLIES
		2,980.80	2,980.80	0138025040 4320	BALL/ASB/ANCIL / OTHER OFFICE/MISC SUPPLIES

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I64R0394	UNITED INDUSTRIES	808.70	808.70	0137022010 4310	SY/WOOD/INSTR / INSTRUCTIONAL MATL &
I64R0395	OFFICE DEPOT	59.28	59.28	0108108077 4320	INFO SYSTEM/DP / OTHER OFFICE/MISC SUPPLIES
I64R0396	SOUTHWEST SCHOOL AND OFFICE SU	150.99	150.99	0107107072 4320	ACCTG /GENL ADM / OTHER OFFICE/MISC
I64R0397	FOLLETT SCHOOL SOLUTIONS INC.	2,767.45	2,767.45	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
I64R0398	PEARSON EDUCATION	11,977.98	11,977.98	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
I64R0399	PEARSON EDUCATION	4,474.37	4,474.37	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
I64R0400	SHERATON ANAHEIM HOTEL	3,775.50	3,624.48	0120141072 5210	WASC / TRAVEL AND CONFERENCE
I64R0401	SPORTS FACILITIES GROUP INC	627.48	151.02	0120159572 5210	ANAHEIM HI/ACCOUNTS RECEIVABLE / TRAVEL
I64R0402	STATE OF CALIFORNIA	675.00	627.48	0125000010 4310	KA/INSTR / INSTRUCTIONAL MATL & SUPPLIES
I64R0403	J AND C BOOKS LLC	1,944.00	675.00	0120230081 5610	ANAHEIM/GENERAL/MO / REPAIRS/MAINT - O/S
I64R0404	MD INSTALLATIONS INT'L INC.	1,145.00	1,944.00	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
I64R0405	GES	3,132.00	1,145.00	0115115072 5610	EDUCATION/GENL ADM / REPAIRS/MAINT - O/S
I64R0406	NASSP	85.00	3,132.00	0115115010 5810	EDUCATION/INSTR / NON-INSTRUCTIONAL PROF
I64R0407	TEXTBOOK WAREHOUSE	6,829.92	85.00	0121000010 5310	WESTERN/INSTR / DUES AND MEMBERSHIPS
I64R0408	PARTNERS IN LEARNING PROGRAMS	872.38	6,829.92	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
I64R0410	CITY OF ANAHEIM	500.00	872.38	0125000010 4310	KA/INSTR / INSTRUCTIONAL MATL & SUPPLIES
I64R0411	PEARSON EDUCATION	1,658.82	500.00	0125230081 5880	KA/GENERAL/MO / OTHER OPERATING EXPENSES
I64R0412	BROOKS INSTALLATIONS	1,750.00	1,658.82	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
I64R0413	CARNEGIE LEARNING INC.	376.74	1,750.00	0134230081 5610	WA/GENERAL/MO / REPAIRS/MAINT - O/S
I64R0414	FOLLETT SCHOOL SOLUTIONS INC.	263.47	376.74	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
I64R0415	DEMCO INC	93.85	263.47	0128000010 4110	CY/INSTR / APPROVED TEXTS/CORE CURR MATL
I64R0416	LIBRARY STORE, THE	63.18	93.85	0137001024 4315	LIBRARY / LIBRARY/MEDIA/TECH SUPPLIES
I64R0417	JIST PUBLISHING	254.64	63.18	0137001024 4315	LIBRARY / LIBRARY/MEDIA/TECH SUPPLIES
I64R0418	CALIFORNIA INTERSCHOLASTIC	2,042.56	254.64	0119283019 4310	SYS/SE OTHER / INSTRUCTIONAL MATL &
I64R0419	CULVER NEWLIN	8,625.17	2,042.56	0120028010 5310	ANAHEIM/ATHLET/INSTR / DUES AND
I64R0420	TOLEDO P.E. SUPPLY CO INC	935.88	8,625.17	0124000910 4310	LO/LCFF-CONCENTRATION/INSTR /
I64R0421	CULVER NEWLIN	5,790.94	935.88	0123027010 4310	SA/PHYS ED/INSTR / INSTRUCTIONAL MATL &
I64R0422	BUREAU OF EDUCATION AND RESEAR	478.00	5,790.94	0125000010 4310	KA/INSTR / INSTRUCTIONAL MATL & SUPPLIES
I64R0423	CAREER KIDS	146.25	478.00	0168381010 5210	GI/TITLE I/INSTR / TRAVEL AND CONFERENCE
I64R0424	GOPHER SPORTS EQUIPMENT	3,825.04	146.25	0119283019 4310	SYS/SE OTHER / INSTRUCTIONAL MATL &
I64R0425	CENGAGE LEARNING	5,469.30	3,825.04	0125000010 4310	KA/INSTR / INSTRUCTIONAL MATL & SUPPLIES
			5,469.30	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE

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I64R0426	CART MAN INC, THE	2,694.60	2,694.60	0168000081 4410	GI SOUTH/MO / EQUIPMENT - NON-CAPITALIZED
I64R0427	PEARSON EDUCATION	5,520.98	5,520.98	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
I64R0428	SOUTH COAST AIR QUALITY	767.53	451.57	0127230081 5880	KE/GENERAL/MO / OTHER OPERATING EXPENSES
I64R0429	ORANGE LEAGUE, THE	1,750.00	315.96	0150230081 5880	ADMIN/GENERAL/MO / OTHER OPERATING
I64R0430	US GAMES INC	2,675.20	1,750.00	0122028010 5310	MA/ATHLET/INSTR / DUES AND MEMBERSHIPS
I64R0431	CROWN TROPHY	491.13	2,675.20	0144027010 4310	LEX/PHYS ED/INSTR / INSTRUCTIONAL MATL &
I64R0432	OCDE	3,700.00	491.13	0144054040 4310	LEX/AFTSCHL/ANCIL / INSTRUCTIONAL MATL &
I64R0433	CALIFORNIA INTERSCHOLASTIC	1,368.36	3,700.00	0112112072 5880	PURCHASING/GENL ADM / OTHER OPERATING
I64R0434	ELITE PRODUCTS AND DESIGN LLC	3,739.50	1,368.36	0121140027 5310	WESTERN/SCH ADM/SCH ADM / DUES AND
I64R0435	OHLONE COLLEGE	300.00	3,739.50	0138025040 4410	BALL/ASB/ANCIL / EQUIPMENT -
I64R0436	NASCO MODESTO	2,537.13	300.00	0124393010 5610	LOARA/VEA-2B/INSTR / REPAIRS/MAINT - O/S
I64R0437	BUREAU OF EDUCATION AND RESEAR	239.00	2,537.13	0138000910 4310	BA/LCFF-CONCENTRATION/INSTR /
I64R0438	TOMARK SPORTS INC.	15,734.56	239.00	0144008010 5210	LEX/VOC MUSIC/INSTR / TRAVEL AND
I64R0439	PRO ED INC.	285.12	15,734.56	0120231081 6490	ANAHEIM/ELECTRIC/MO / EQUIPMENT - OTHER
I64S0035	SANDLER BROS.	898.99	285.12	0119283019 4310	SYS/SE OTHER / INSTRUCTIONAL MATL &
I64S0036	LINDY OFFICE PRODUCTS	1,213.06	898.99	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
I64S0037	BIOLOGIX SERVICE CORP. INC.	2,062.17	1,213.06	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
I64S0038	SOUTHWEST SCHOOL AND OFFICE SU	13,507.03	2,062.17	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
I64S0039	BANGKIT USA INC.	2,370.78	13,507.03	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
I64S0040	LINDY OFFICE PRODUCTS	3,000.18	2,370.78	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
I64S0041	SCHOOL SPECIALTY INC	977.18	3,000.18	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
I64S0042	BANGKIT USA INC.	1,265.85	977.18	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
I64S0043	LINDY OFFICE PRODUCTS	1,648.08	1,265.85	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
I64S0044	QUILL CORP.	600.05	1,648.08	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
I64S0045	RELIABLE OFFICE SOLUTIONS	779.16	600.05	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
I64S0046	SCHOOL SPECIALTY INC	212.54	779.16	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
I64S0047	SOUTHWEST SCHOOL AND OFFICE SU	6,089.91	212.54	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
I64S0048	BISHOP CO.	79.41	6,089.91	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
I64S0049	CCP INDUSTRIES INC	2,358.72	79.41	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
I64S0050	ULINE	130.77	2,358.72	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
I64S0051	CHAMPION CHEMICAL CO.	5,058.55	130.77	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES

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I64S0052	HILLYARD FLOOR CARE SUPPLY	317.41	317.41	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
I64S0053	123 OFFICE SOLUTION INC.	19,994.69	19,994.69	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
I64S0054	IMPERIAL PRODUCTS INC.	381.41	381.41	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
I64S0055	CERTIFIED ART SUPPLY	3,218.61	3,218.61	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
I64S0056	BANGKIT USA INC.	292.63	292.63	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
I64S0057	LINDY OFFICE PRODUCTS	190.77	190.77	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
I64S0058	OFFICE DEPOIT	1,945.56	1,945.56	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
I64S0059	RELIABLE OFFICE SOLUTIONS	50.80	50.80	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
I64S0060	SCHOOL SPECIALTY INC	555.67	555.67	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
I64S0061	SOUTHWEST SCHOOL AND OFFICE SU	2,953.05	2,953.05	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
I64S0062	WAXIE SANITARY SUPPLY	4,054.50	4,054.50	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
I64S0063	ARCIMATE MANUFACTURING CORP.	1,552.91	1,258.63	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
I64T0127	MC GRAW HILL ALEKS	3,500.00	294.28	0102102071 4320	SUPT/BRD SUPT / OTHER OFFICE/MISC SUPPLIES
I64T0128	CAMBium LEARNING GROUP INC.	1,797.00	3,500.00	0168000910 5880	GI/LCFF-CONCENTRATION/INSTR / OTHER
I64T0129	ACCO BRANDS USA LLC DBA GBC	585.00	1,797.00	0131381010 5880	BR/ECIA/INSTR / OTHER OPERATING EXPENSES
I64T0130	B AND H PHOTO VIDEO INC	2,183.65	585.00	0135000010 5610	DALE/INSTR / REPAIRS/MAINT - O/S SERVICES
I64T0131	CCS PRESENTATION SYSTEMS INC	13,793.88	187.81	0142025040 4310	OXFORD/ANCIL / INSTRUCTIONAL MATL &
I64T0132	STAPLES ADVANTAGE	388.76	1,995.84	0142025040 4410	OXFORD/ANCIL / EQUIPMENT - NON-CAPITALIZED
I64T0133	ADVANCED OFFICE SERVICES	2,544.00	585.00	0127000010 5620	KE/INSTR / RENTALS/OPERATING LEASES
I64T0134	DYNAVox SYSTEMS LLC	861.84	4,530.00	0127000010 6490	KE/INSTR / EQUIPMENT - OTHER
I64T0135	HP DIRECT	29,823.56	8,678.88	0127000910 6490	KE/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
I64T0136	HP DIRECT	1,412.62	388.76	0121000010 4310	WESTERN/INSTR / INSTRUCTIONAL MATL &
I64T0137	HP DIRECT	5,526.98	1,000.00	0110230081 4320	MAINTENANCE/MO / OTHER OFFICE/MISC
I64T0138	HP DIRECT	3,868.19	1,544.00	0110230081 5610	MAINTENANCE/MO / REPAIRS/MAINT - O/S
I64T0139	HP DIRECT	3,675.75	861.84	0119271519 4310	SPEECH & LANG/SE OTHER/INSEV /
I64T0140	TROXELL COMMUNICATIONS INC	707.40	29,823.56	0124000910 4410	LO/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
			1,412.62	0102102071 4410	SUPT/BRD SUPT / EQUIPMENT - NON-CAPITALIZED
			1,898.24	0125381010 4310	KA/ECIA/INSTR / INSTRUCTIONAL MATL &
			3,628.74	0125381010 4410	KA/ECIA/INSTR / EQUIPMENT -
			3,868.19	0153000921 4410	SP PROG/LCFF (EIA)/SUPRV INSTR / EQUIPMENT -
			3,675.75	0119283011 4410	SYS/INSTR / EQUIPMENT - NON-CAPITALIZED
			707.40	0153000921 4410	SP PROG/LCFF (EIA)/SUPRV INSTR / EQUIPMENT -

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FROM 08/26/2014 TO 09/15/2014

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
I64T0141	HP DIRECT	25,384.42	25,384.42	0127000910 4410	KE/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
I64T0142	VISION COMMUNICATIONS CO.	49.95	49.95	0121140027 4320	WESTERN/SCH ADM/SCH ADM / OTHER
I64T0143	SADA SYSTEMS INC	30,000.00	30,000.00	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
I64T0144	SHI INTERNATIONAL CORP	234.00	234.00	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
I64T0145	B AND H PHOTO VIDEO INC	285.07	285.07	0125007010 4310	KA/INS MUS/INSTR / INSTRUCTIONAL MATL &
I64T0146	B AND H PHOTO VIDEO INC	1,421.09	913.51	0140017010 4310	SO/INDUS TECH/INSTR / INSTRUCTIONAL MATL &
			507.58	0140017010 4410	SO/INDUS TECH/INSTR / EQUIPMENT -
I64X0389	J.W. PEPPER AND SON INC.	600.00	600.00	0128008010 4310	CY/VOC MUSIC/INSTR / INSTRUCTIONAL MATL &
I64X0390	ART SUPPLY WAREHOUSE	1,200.00	1,200.00	0127005010 4310	KE/ART/INSTR / INSTRUCTIONAL MATL &
I64X0391	J.W. PEPPER AND SON INC.	300.00	300.00	0120008010 4310	ANAHEIM/VOC MUSICL/INSTR / INSTRUCTIONAL
I64X0392	RIDDELL ALL AMERICAN	1,750.00	1,750.00	0125028081 5560	KATELLA/ATHLETCS/FIELD SUPP / LAUNDRY
I64X0393	LOARA ASB	11,000.00	11,000.00	0124028040 5810	LOARA/ATHLET/ANCILLARY /
I64X0394	GILMAN, GARY R.	3,000.00	3,000.00	0151508140 5810	AN PREP FOUNDATION/ANCILLARY /
I64X0395	AARDVARK CLAY AND SUPPLIES INC	500.00	500.00	0121005010 4310	WESTERN/ART/INSTR / INSTRUCTIONAL MATL &
I64X0396	KATELLA HIGH SCHOOL	7,000.00	7,000.00	0125028040 5810	KA/ATHLET/ANCILLARY / NON-INSTRUCTIONAL
I64X0397	AARDVARK CLAY AND SUPPLIES INC	800.00	800.00	0123005010 4310	SA/ART/INSTR / INSTRUCTIONAL MATL &
I64X0398	HOLLANDER GLASS INC	600.00	600.00	0123005010 4310	SA/ART/INSTR / INSTRUCTIONAL MATL &
I64X0399	LAGUNA CLAY CO.	1,600.00	1,600.00	0123005010 4310	SA/ART/INSTR / INSTRUCTIONAL MATL &
I64X0400	SMART AND FINAL IRIS CO	500.00	500.00	0138032010 4310	BALL/GEN SCI/INSTR / INSTRUCTIONAL MATL &
I64X0401	OXFORD ACADEMY	5,000.00	5,000.00	0142054040 5810	OXFORD/AFTSCHL/ANCILLARY /
I64X0402	OXFORD ACADEMY	10,500.00	10,500.00	0142028040 5810	OX/ATHLET/ANCILLARY / NON-INSTRUCTIONAL
I64X0403	DIVISION OF THE STATE ARCHITEC	30,000.00	30,000.00	0156244085 6210	FAC/DEFERRED MAINTENANCE/ACQ / PLANNING -
I64X0404	ANAHEIM HIGH SCHOOL	3,250.00	3,250.00	0120024900 8699	AN/VENDING REVENUE / ALL OTHER LOCAL
I64X0405	WESTERN HIGH SCHOOL ASB	2,200.00	2,200.00	0121024900 8699	WE/VENDING REVENUE / ALL OTHER LOCAL
I64X0406	MAGNOLIA HIGH SCHOOL	2,700.00	2,700.00	0122024900 8699	MA/VENDING REVENUE / ALL OTHER LOCAL
I64X0407	SAVANNA HIGH SCHOOL	2,600.00	2,600.00	0123024900 8699	SA/VENDING REVENUE / ALL OTHER LOCAL
I64X0408	LOARA ASB	1,400.00	1,400.00	0124024900 8699	LO/VENDING REVENUE / ALL OTHER LOCAL
I64X0409	KATELLA HIGH SCHOOL	3,700.00	3,700.00	0125024900 8699	KA/VENDING REVENUE / ALL OTHER LOCAL
I64X0410	KENNEDY HIGH SCHOOL	1,400.00	1,400.00	0127024900 8699	KE/VENDING REVENUE / ALL OTHER LOCAL
I64X0411	CYPRESS HS	3,000.00	3,000.00	0128024900 8699	CY/VENDING REVENUE / ALL OTHER LOCAL
I64X0412	BROOKHURST JUNIOR HIGH SCHOOL	2,800.00	2,800.00	0131024900 8699	BR/VENDING REVENUE / ALL OTHER LOCAL

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT

BOARD OF TRUSTEES 09/23/2014

FROM 08/26/2014 TO 09/15/2014

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
		Fund 01 Total:	797,112.31		
		Total Amount of Purchase Orders:	797,112.31		



ANAHEIM UNION HIGH SCHOOL DISTRICT  
ASB ENDING BALANCES  
JUNE 2014

School Name	Prior Month Total	Current Month			Total
		Checking	Petty Cash / Change Fund	Savings	
Anaheim	235,971.91	191,386.60	900.00	32,853.67	225,140.27
Western	304,772.17	155,250.69	275.00	118,865.79	274,391.48
Magnolia	107,240.38	95,682.09	900.00	-	96,582.09
Savanna	17,243.79	(9,495.30)	500.00	19,228.30	10,233.00
Loara	169,690.46	37,432.84	800.00	66,144.68	104,377.52
Katella	125,907.50	103,780.78	1,100.00	4,348.33	109,229.11
Kennedy	391,510.21	238,183.34		46,771.09	284,954.43
Cypress	667,018.81	486,045.44	1,700.00	50,395.04	538,140.48
Brookhurst	39,746.81	36,052.62	-	-	36,052.62
Orangeview	58,413.76	60,515.27	-	-	60,515.27
Walker	82,419.79	80,871.80	-	-	80,871.80
Dale	102,540.20	81,605.05	-	-	81,605.05
Sycamore	35,231.64	30,137.23	-	-	30,137.23
Ball	55,512.81	44,505.54	-	-	44,505.54
South	86,056.79	91,221.18	-	-	91,221.18
Oxford	479,908.04	421,493.30	-	-	421,493.30
Lexington	53,177.01	17,472.27	-	-	17,472.27
Hope	72,944.22	72,987.31	-	-	72,987.31
Gilbert	35,960.75	45,639.71	-	-	45,639.71
<b>Total</b>	<b>3,121,267.05</b>	<b>2,280,767.76</b>	<b>6,175.00</b>	<b>338,606.90</b>	<b>2,625,549.66</b>

AGREEMENT NUMBER 40973

ANAHEIM UNION HIGH SCHOOL DISTRICT  
INCOME AGREEMENT

This AGREEMENT is hereby entered into this 19th day of August, 2014, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, and Anaheim Union High School District, 501 North Crescent Way, Anaheim, California 92801, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

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; and

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, SUPERINTENDENT 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 hereby agree as follows:

1.0 SCOPE OF WORK. DISTRICT hereby engages SUPERINTENDENT as an independent contractor to perform the following described work and SUPERINTENDENT hereby agrees to perform said work upon the terms and conditions hereinafter set forth. Specifically, SUPERINTENDENT shall perform the following services:

1           1.1    Provide support services for the Advancement Via  
2                    Individual Determination (AVID) Program through class  
3                    visits and coaching as described in "AVID Support  
4                    Services", which is attached hereto as Exhibit "A" and  
5                    referenced herein.

6   2.0   TERM.   SUPERINTENDENT shall commence providing services under  
7   this AGREEMENT on September 4, 2014, and will diligently perform as  
8   required and complete performance by June 30, 2015, subject to  
9   termination as set forth in this AGREEMENT.

10   3.0   COMPENSATION.   DISTRICT agrees to pay the SUPERINTENDENT for  
11   services satisfactorily performed pursuant to Section 1.0 of this  
12   AGREEMENT a total sum not to exceed Seven thousand five hundred  
13   dollars (\$7,500.00). Payment shall be at the rate of Seven hundred  
14   fifty dollars (\$750.00) per day and shall not exceed a total of ten  
15   (10) days. Payment shall be mailed to: Orange County Superintendent  
16   of Schools, Attn:   Accounting Manager, 200 Kalmus Drive, P. O. Box  
17   9050, Costa Mesa, California 92628-9050, or at such other place as  
18   SUPERINTENDENT may designate in writing.

19   4.0   INDEPENDENT CONTRACTOR.   SUPERINTENDENT, in the performance of  
20   this AGREEMENT, shall be and act as an independent contractor.  
21   SUPERINTENDENT understands and agrees that he/she and all of his/her  
22   employees shall not be considered officers, employees or agents of  
23   DISTRICT, and are not entitled to benefits of any kind or nature  
24   normally provided employees of DISTRICT and/or to which DISTRICT'S  
25   employees are normally entitled, including, but not limited to,  
State   Unemployment   Compensation   or   Workers'   Compensation.

1 SUPERINTENDENT assumes the full responsibility for the acts and/or  
2 omissions of his/her employees or agents as they relate to the  
3 services to be provided under this AGREEMENT. SUPERINTENDENT shall  
4 assume full responsibility for payment of all federal, state and  
5 local taxes or contributions, including unemployment insurance,  
6 social security and income taxes with respect to SUPERINTENDENT 'S  
7 employees.

8 5.0 HOLD HARMLESS/INDEMNIFICATION.

9 A. SUPERINTENDENT hereby agrees to indemnify, defend, and hold  
10 harmless DISTRICT, its Governing Board, officers, agents, and  
11 employees from liability and claims of liability for bodily injury,  
12 personal injury, sickness, disease, or death of any person or  
13 persons, or damage to any property, real personal, tangible or  
14 intangible, arising out of the negligent acts or omissions of  
15 employees, agents or officers of SUPERINTENDENT or the Orange County  
16 Board of Education during the period of this AGREEMENT.

17 B. DISTRICT hereby agrees to indemnify, defend, and hold harmless  
18 SUPERINTENDENT, the Orange County Board of Education, and its  
19 officers, agents, and employees from liability and claims of liability  
20 for bodily injury, personal injury, sickness, disease, or death of any  
21 persons or persons, or damage to any property, real, personal,  
22 tangible or intangible, arising out of the negligent acts or omissions  
23 of employees, agents or officers of DISTRICT during the period of this  
24 AGREEMENT.  
25

1 6.0 ASSIGNMENT. The obligations of the SUPERINTENDENT pursuant to  
2 this AGREEMENT shall not be assigned by the SUPERINTENDENT without  
3 prior written approval of DISTRICT.

4 7.0 TOBACCO USE POLICY. In the interest of public health, the  
5 SUPERINTENDENT provides a tobacco-free environment. Smoking or the  
6 use of any tobacco products are prohibited in buildings and  
7 vehicles, and on any property owned, leased or contracted for by the  
8 SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400.15. Failure to  
9 abide with conditions of this policy could result in the termination  
10 of this AGREEMENT.

11 8.0 NON-DISCRIMINATION. SUPERINTENDENT and DISTRICT agree that  
12 they will not engage in unlawful discrimination in employment of  
13 persons because of race, color, religious creed, national origin,  
14 ancestry, physical handicap, medical condition, marital status, or  
15 sex of such persons.

16 9.0 NOTICE. All notices or demands to be given under this  
17 AGREEMENT by either party to the other shall be in writing and given  
18 either by: (a) personal service or (b) by U.S. Mail, mailed either  
19 by registered or certified mail, return receipt requested, with  
20 postage prepaid. Service shall be considered given when received if  
21 personally served or if mailed on the third day after deposit in any  
22 U.S. Post Office. The address to which notices or demands may be  
23 given by either party may be changed by written notice given in  
24 accordance with the notice provisions of this section. As of the  
25 date of this AGREEMENT, the addresses of the parties are as follows:

1           DISTRICT:       Anaheim Union High School District  
2                           501 North Crescent Way  
3                           Anaheim, California 92801  
                          Attn: \_\_\_\_\_

4           SUPERINTENDENT:   Orange County Superintendent of Schools  
5                           200 Kalmus Drive  
6                           P.O. Box 9050  
7                           Costa Mesa, California 92628-9050  
8                           Attn: Patricia McCaughey

9           10.0 NON WAIVER.   The failure of SUPERINTENDENT or DISTRICT to seek  
10           redress for violation of, or to insist upon, the strict performance  
11           of any term or condition of this AGREEMENT shall not be deemed a  
12           waiver by that party of such term or condition, or prevent a  
13           subsequent similar act from again constituting a violation of such  
14           term or condition.

15           11.0 SEVERABILITY.   If any term, condition or provision of this  
16           AGREEMENT is held by a court of competent jurisdiction to be  
17           invalid, void, or unenforceable, the remaining provisions will  
18           nevertheless continue in full force and effect, and shall not be  
19           affected, impaired or invalidated in any way.

20           12.0 GOVERNING LAW.   The terms and conditions of this AGREEMENT  
21           shall be governed by the laws of the State of California with venue  
22           in Orange County, California.

23           13.0 ENTIRE AGREEMENT/AMENDMENT.   This AGREEMENT and any exhibits  
24           attached hereto constitute the entire agreement among the Parties to  
25           it and supersede 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.

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IN WITNESS WHERE OF, the Parties hereto set their hands.

DISTRICT: ANAHEIM UNION HIGH SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS

BY: \_\_\_\_\_  
Authorized Signature

BY:   
Authorized Signature

PRINTED NAME: \_\_\_\_\_

PRINTED NAME: Patricia McCaughey

TITLE: \_\_\_\_\_

TITLE: Coordinator

DATE: \_\_\_\_\_

DATE: August 19, 2014

AUHSD-AVID-Income(40973)15  
ZIP4

EXHIBIT A

ANAHEIM UNION HIGH SCHOOL DISTRICT  
AVID Support Services

	Number of Days
2 half-day visits per site, all sections, in (Oct-Dec) and (Feb-May) including pre-brief and post-brief meetings	
HS - 5 schools •2 Half-Days = 5	10
JHS - 5 schools •2 Half- Days ) = 5	
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TOTAL DAYS	10
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TOTAL COST @ \$750.00 Per Day	\$7,500.00
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TOTAL COST to AUHSD	\$7,500.00
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Rationale: Support would be provided by former AVID Coordinators at OCDE, at their daily rate of \$750.00 (AVID is now on longer funded by COE at the county level.). This approach could be funded through Title II and would reduce the \$4,000.00 training fee from AVID Center to \$2,000.00, that would be required if AUHSD provided this support in house.



**Independent Contractor Agreement  
between the Anaheim Union High School District and  
the Anaheim Family YMCA**

This agreement, made and entered into this day of August 21, 2014 by and between the Anaheim Union High School District, hereinafter referred to as "District," and Anaheim Family YMCA, hereinafter referred to as "YMCA", as follows:

Whereas, the District has been awarded a California Department of Education After School Education and Safety Program direct grant in the amount of \$797,964 for the fiscal year July 1, 2014 through June 30, 2015.

Whereas, the District wishes to subcontract with the YMCA to provide the program administration, staffing, equipment, materials, training, data collection, and evaluation for the program at Ball, Brookhurst, Dale, Orangeview, South and Sycamore junior high school sites in the District according to the plan approved by the California Department of Education;

It is hereby agreed as follows:

1. The YMCA agrees to provide the required administration, staff and materials to operate the program and to abide by all mandated California Department of Education requirements and District and YMCA Board policy, including but not limited to, fingerprinting all program staff and the recording of all student attendance in the manner prescribed by the State.
2. The YMCA further agrees to complete all reports required by the State according to the prescribed schedule. The YMCA will submit a copy of these reports to the District. The district has access to the State online system (ASSIST) and can view these reports at any time.
3. The YMCA agrees to allow access to all program records as necessary so that District auditors may comply with state audit guidelines.
4. The District agrees to provide adequate space and other resources for the program to operate as per agreed upon standards.
5. Payment from the District to the YMCA will follow the payment schedule of the State to the District. Upon receipt of grant funds and an invoice from the YMCA, the District will forward to the YMCA the amount received. The anticipated payment schedule is as follows:

- 65% of total grant award to be received between June and July
- 25% of total grant award to be received between February and March
- 10% of total grant award to be received upon final reconciliation of the annual grant


In the event of a delay of funds from the State, the YMCA and the District will negotiate an adjusted payment schedule to ensure the uninterrupted continuation of the program.

6. The YMCA must expend all funds received according to the budgets approved by the California Department of Education. Any budget changes must be approved by the CDE before funds can be reallocated and spent.
7. The maximum funding for 2014-2015 shall be \$797,964 plus any carryover.
8. The District will retain the maximum allowable indirect rate of 5% of expenditures for indirect costs.

In witness whereof, duly authorized representatives of the parties have signed in confirmation of this agreement.

Independent Contractor

Anaheim Union High School District

By:   
 \_\_\_\_\_  
 President and CEO  
 Date: July 9, 2014

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

Name: Paul Andresen  
 Address: Anaheim Family YMCA  
 240 S. Euclid  
 Anaheim, CA 92802  
 Phone: (714)635-9622  
 Tax I.D. # 95-1709299

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AGREEMENT NUMBER: 40908

ANAHEIM UNION HIGH SCHOOL DISTRICT  
ORANGE COUNTY CAREER PATHWAYS PARTNERSHIP (OCCPP) Program

This AGREEMENT is hereby entered into this 1<sup>st</sup> day of July, 2014, which date is enumerated for purposes of reference only, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, California 92628-9050, hereinafter referred to as "SUPERINTENDENT", and the Anaheim Union High School District, 501 Crescent Way, P.O. Box 3520, Anaheim, California 92803-3520, hereinafter referred to as "PARTNER". SUPERINTENDENT and PARTNER shall be individually referred to as "Party" and collectively referred to as the "Parties."

WHEREAS, SUPERINTENDENT has been awarded grant funds from the California Department of Education for the California Career Pathways Trust to conduct the Orange County Career Pathways Partnership (OCCPP) program to build robust partnerships between schools, businesses, and community colleges for the establishment of kindergarten through community college (K-14) career pathway programs that provide students with progressive levels of integrated academic and career-based education and training to better prepare students for the 21<sup>st</sup> century workplace and improve student transition into postsecondary education, training, and employment.

WHEREAS, the Orange County Career Pathways Partnership (OCCPP) Program is a regional consortium connecting fourteen (14) school districts, two (2) charter schools, nine (9) community colleges, four (4) regional occupational programs (ROP), two (2) state universities, three (3) Workforce Investment Boards (WIB), Orange County Business Council, (OCBC), a regional intermediary, known as Vital Link, a regional non-profit collaborative known as OC STEM, and more than one hundred (100) business partners across three (3) priority sectors.

WHEREAS, SUPERINTENDENT will serve as the Local Education Agency (LEA) and Fiscal Agent for the State funds received under the California Career Pathways Trust grant program; and

1 WHEREAS, Orange County Career Pathways Partnership Consortium will establish two  
2 committees, an Executive Committee and a Steering Committee, that will focus on career pathway  
3 program activities; and

4 WHEREAS, the California Career Pathways Trust grant requires SUPERINTENDENT to allocate  
5 a portion of the grant funds to school districts, community colleges, ROP's, business entities, and  
6 community organizations to provide career pathway programs; and

7 WHEREAS, PARTNER is specially trained, experienced and competent to perform the services  
8 required and is agreeable to the rendering of such services according to the terms and conditions  
9 hereinafter set forth.

10 NOW, THEREFORE, the Parties agree as follows:

11 **1.0 TERM.** The term of this AGREEMENT shall commence on July 1, 2014 and terminate on  
12 June 30, 2018, subject to earlier termination as set forth in this AGREEMENT, provided, however,  
13 PARTNER shall be obligated to perform such duties as would normally extend beyond this term  
14 including, but not limited to, obligations with respect to indemnification, audits, reporting, and  
15 accounting.

16 **2.0 SCOPE OF WORK.**

17  
18 A. SUPERINTENDENT hereby engages PARTNER as an independent contractor to  
19 perform the following described work and PARTNER hereby agrees to perform said work upon the  
20 terms and conditions hereinafter set forth. PARTNER shall meet all of the contractual requirement  
21 listed herein and shall provide all labor, materials, supplies, and equipment necessary to fully  
22 perform all responsibilities required by this AGREEMENT and specifically described in Exhibit "A",  
23 Partner Profile, which is attached hereto and incorporated herein by this reference to this  
24 AGREEMENT. All PARTNERS agree to meet with the Executive Director and/or coach to begin  
25 developing a Workplan by September 30, 2014. PARTNER shall submit any program, staffing, or fiscal

1 modification to its Partner Profile in writing to the SUPERINTENDENT for approval. All proposed  
2 changes shall contain an explanation of the need for the change, identification of the line items to be  
3 changed and a revised budget, if applicable. The Partner Profile may only be modified by mutual  
4 agreement of the Parties in writing after receipt of written approval by the Executive Board.

5 B. PARTNER agrees to provide a single point of contact for all OCCPP grant activities and  
6 participate in professional development and other regional services as appropriate to PARTNER's  
7 Partner Profile. PARTNER agrees to integrate elements of high quality pathways in the development  
8 and expansion of PARTNER's pathway programs. In addition, K-12 PARTNER's shall participate in the  
9 California Partnership for Achieving Student Success (CAL-PASS Plus) and National Student  
10 Clearinghouse StudentTracker. Community College Partners will participate in LaunchBoard and  
11 Career Technical Education (CTE) Employment Outcomes Survey.

12 **3.0 COMPENSATION.** SUPERINTENDENT shall compensate PARTNER up to a maximum obligation of  
13 One hundred forty-five thousand four hundred dollars (\$145,400.00). PARTNER agrees to establish  
14 and maintain fiscal control and accounting procedures as may be necessary to assure proper  
15 accounting for all funds under this AGREEMENT. Any work performed prior to approval of the State  
16 will be rendered on a voluntary basis, and shall not be compensated unless and until funding is  
17 authorized.

18 **4.0 PAYMENTS AND INVOICING.**

19 A. SUPERINTENDENT, under the terms of this AGREEMENT, shall reimburse PARTNER for  
20 PARTNER's eligible expenses for providing the services and activities hereunder identified in Exhibit  
21 A; provided, however, the total of such payments does not exceed PARTNER's maximum obligation;  
22 and provided further, PARTNER's costs shall be reimbursable pursuant to State and Federal  
23 Regulations. PARTNER shall be responsible for all other expenses incurred in connection with the  
24 performance of this AGREEMENT.  
25

1 B. For travel necessary to the performance of this AGREEMENT, PARTNER's travel and other  
2 travel related expense reimbursement claims shall not exceed the travel policy and procedures of the  
3 State of California. Travel and other related travel expenses shall be limited to those necessary for  
4 the performance of this AGREEMENT. Travel outside of the State of California must be authorized in  
5 writing by SUPERINTENDENT prior by to travel. Travel outside of the United States is not permitted.

6 C. PARTNER's billings shall be submitted on SUPERINTENDENT's form, "Budget and  
7 Expenditure Invoice," which is attached hereto as Exhibit "B" and incorporated herein by this  
8 reference to this AGREEMENT and shall also include a full description and source of local match (cash  
9 or In-kind), attached as Exhibit "C" and incorporated herein by this reference to this AGREEMENT.  
10 PARTNER shall submit an original Budget and Expenditure Invoice no later than the 15<sup>th</sup> of each  
11 quarter per year. Payments to PARTNER should be released by SUPERINTENDENT no later than thirty  
12 (30) calendar days after receipt of a fully documented and accurate Budget and Expenditure Invoice.

13 D. All PARTNER Budget and Expenditure Invoices submitted to SUPERINTENDENT shall be  
14 supported by source documentation including, but not limited to, ledgers, journals, time sheets,  
15 invoices, bank statements, canceled checks, receipts, receiving records, and records of services  
16 provided.

17 E. SUPERINTENDENT may withhold or delay any payment if PARTNER fails to comply with  
18 any provision set forth in this AGREEMENT.

19 F. PARTNER shall not claim reimbursement for services provided beyond the expiration  
20 and/or termination of this AGREEMENT, except as may otherwise be provided under this  
21 AGREEMENT.

22 G. PARTNER shall receive no compensation for the services provided pursuant to this  
23 AGREEMENT other than the rate set forth above.

24 H. The obligation of SUPERINTENDENT under this AGREEMENT is contingent upon the  
25

1 availability of funds furnished by State of California. It is mutually agreed that if the Budget Act of  
2 the current fiscal year and/or subsequent fiscal years covered under this AGREEMENT does not  
3 appropriate sufficient funds for this program, this AGREEMENT shall be of no further force and effect  
4 and shall be terminated. In this event, SUPERINTENDENT shall have no liability to pay any funds  
5 whatsoever to PARTNER or to furnish any other considerations under this AGREEMENT and PARTNER  
6 shall not be obligated to perform any provisions of this AGREEMENT. If funding for any fiscal year is  
7 reduced, or deleted by the Budget Act for purposes of this program, the SUPERINTENDENT shall have  
8 the option to either terminate this AGREEMENT with no liability occurring to the SUPERINTENDENT  
9 or offer an amendment to PARTNER to reflect the reduced amount. SUPERINTENDENT shall give  
10 PARTNER written notification of such termination. Notice shall be deemed served on the date of  
11 mailing.

12 **5.0 FINAL BILLINGS.**

13 A. PARTNER shall submit a final year end billing to SUPERINTENDENT for the period ending June  
14 30, 2015, no later than August 1, 2015. PARTNER shall submit a final year end billing to  
15 SUPERINTENDENT for the period ending June 30, 2016, no later than August 1, 2016. PARTNER shall  
16 submit a final year end billing to SUPERINTENDENT for the period ending June 30, 2017, no later than  
17 August 1, 2017. PARTNER shall submit a final year end billing to SUPERINTENDENT for the period  
18 ending June 30, 2018, no later than August 1, 2018. PARTNER shall prepare the final year end billings  
19 in accordance with requirements identified by SUPERINTENDENT. Such report shall be prepared in  
20 accordance with all applicable state requirements and generally accepted accounting principles.  
21 PARTNER shall allocate direct costs to and between programs, cost centers, services, and funding  
22 sources in accordance with such requirements and consistent with prudent business practice, which  
23 costs and allocations shall be supported by source documentation maintained by PARTNER, and  
24 available at any time to SUPERINTENDENT upon reasonable notice.  
25

1 B. If PARTNER fails to submit an accurate and complete billing within the time period  
2 specified above, SUPERINTENDENT may withhold or delay any or all payments due PARTNER.

3 C. The billing shall be the final financial and statistical report submitted by PARTNER to  
4 SUPERINTENDENT each year and shall serve as the basis for final settlement to PARTNER. PARTNER  
5 shall document that costs are reasonable and allowable and directly related to the services to be  
6 provided hereunder. The billing shall be the final financial record for subsequent audits, if any.

7 D. PARTNER may be required to submit periodic billing reports throughout the term of the  
8 AGREEMENT.

9 E. Final settlement shall be based upon the actual and reimbursable costs for services  
10 hereunder, less applicable revenues, not to exceed PARTNER's maximum obligation as set forth in  
11 this AGREEMENT. PARTNER shall not claim expenditures to SUPERINTENDENT which are not  
12 reimbursable pursuant to applicable Federal, State, and County laws, regulations, and requirements.  
13 Any payment made by SUPERINTENDENT to PARTNER, which is subsequently determined to have  
14 been for an un-reimbursable expenditure or service, shall be repaid by PARTNER to  
15 SUPERINTENDENT within thirty (30) calendar days after submission of the billing; or  
16 SUPERINTENDENT may elect to reduce any amount owed PARTNER by an amount not to exceed the  
17 reimbursement due SUPERINTENDENT.

18 **6.0 ALLOWABLE ACTIVITIES AND COSTS.**

19 All expenditures must contribute to student success in the career pathways program. Allowable  
20 expenditures may include, but are not limited to, the following:  
21

- 22 a. Service contracts between members of the consortium or external service providers  
23 and technical assistants.
- 24 b. Costs to extend or create a new non-profit intermediary organization to link  
25 employers and educational institutions with a primary purpose of aggregating and



1 making available work opportunities for students. Such an entity could convene and  
2 lead stakeholders, research labor market needs and align supply and demand for  
3 work-based learning, and communicate the purpose and goal of the career pathways  
4 initiative within the region.

5 c. Fund career specialists to convent, connect, measure, or broker efforts to establish  
6 or enhance locally defined career pathways programs, and to support the provision  
7 of workplace learning opportunities for all participating students.

8 d. Purchase evidence-based and/or standards-based curriculum or instructional  
9 materials within a career pathway.

10 e. Professional development to enhance teaching and learning, including collaborative  
11 secondary and postsecondary development of aligned curriculum and instruction.

12 f. Purchase of equipment needed to upgrade existing programs or new equipment to  
13 start a career pathways program.

14 g. Training and planning meetings between consortium personnel, including  
15 counselors, parents, college faculty, and business leaders, to support program  
16 sustainability and build awareness in the regions on the benefits of having such  
17 programs.

18 h. Postsecondary curriculum development that facilitates alignment and articulation  
19 with secondary programs leading to college degrees and/or other industry-  
20 recognized credentials that meet the needs of employer  
21

22 **7.0 Non-allowable Activities and Costs.** Funds provided for under this AGREEMENT may not be  
23 used for the following:

24 a. Supplanting existing funding or efforts, including costs otherwise necessary to  
25 operate a school or program without the grant funds.

- b. Provide sub-grants to members of the partnership or other agencies. This includes mini-grants which are different than purchase service contract.
- c. Acquire equipment for administrative or personal use.
- d. Purchase furniture (e.g., bookcases, chairs, desks, file cabinets, tables) unless it is an integral part of an equipment workstation or to provide reasonable accommodations to students with disabilities.
- e. Purchase food services/refreshments/banquets/meals.
- f. Purchase facilities.
- g. Remodel facilities not directly related to accessibility to career pathways instruction or services.
- h. Purchase promotional favors such as bumper stickers, pencils, pens, or T-shirts.
- i. Purchase subscriptions to journals or magazines.
- j. Travel outside of the United States.
- k. Provide activities or services for students not enrolled in a career pathways program.

**8.0 REPORTS.**

A. PARTNER shall be required to submit to SUPERINTENDENT an annual expenditure report, annual progress report, and one (1) end of year report to show (1) student momentum points, (2) program outcome measures, and (3) program deliverable are being met as they affect the services hereunder. Failure to submit required reports or evidence that deliverables have been met, or failure to show student progression in career pathways, could result in the loss and/or remittance of all awarded funds.

B. PARTNER will be responsible for collecting all data required under this AGREEMENT. PARTNER will submit the collected data, along with a summary of activities, for the quarter; reasons for lack of progress toward attainment of objectives; and explanation for major changes to the

1 budget, if any; and other data required as contained in PARTNER's Partner Profile on a quarterly  
2 basis. The quarter due dates are as follows: September 1, 2014; December 1, 2014; March 1, 2015;  
3 June 1, 2015; September 1, 2015; December 1, 2015; March 1, 2016; June 1, 2016; September 1,  
4 2016; December 1, 2016; March 1, 2017; June 1, 2017; September 1, 2017; December 1, 2017;  
5 March 1, 2018, June 1, 2018.

6 C. Additional Reports: Upon SUPERINTENDENT'S request, PARTNER shall make such  
7 additional reports available, as required by SUPERINTENDENT concerning PARTNER's activities as  
8 they affect the services hereunder. SUPERINTENDENT shall be specific to the information requested  
9 and allow thirty (30) calendar days for PARTNER to respond.

10 **9.0 CONSORTIUM COMMITTEES.** SUPERINTENDENT shall establish a Consortium with duties  
11 identified below. PARTNER agrees to participate on the Steering Committee and in other network  
12 meetings, as required.

13 Executive Committee members shall:

- 14 • Approve the approach, focus, and activities of the OCCPP proposal and project.
- 15 • Make decisions on budget allocations and expenditures.
- 16 • Approve pathways and courses in the three (3) industry sectors.
- 17 • Communicate committee decisions to OCCPP partners.

18 Steering Committee members shall:

- 19 • Provide input and reports to Executive Committee.
- 20 • Make recommendations to Executive Committee on budget, pathways, etc.
- 21 • Ensure implementation of Executive Committee decisions and priorities.
- 22 • Provide updates on program activities.
- 23 • Coordinate grant implementation with multiple partners.
- 24
- 25

10.0 **RECORDS MANAGEMENT AND MAINTENANCE.**

1 A. PARTNER shall, throughout the term of this AGREEMENT, prepare, maintain and  
2 manage records appropriate to the services provided and in accordance with this AGREEMENT and  
3 all applicable requirements.  
4

5 B. PARTNER shall ensure appropriate financial records related to cost reporting,  
6 expenditure, revenue, billings, etc., are prepared and maintained accurately and appropriately.

7 C. PARTNER shall retain all financial records for a minimum of five (5) years from the date  
8 of final payment or final settlement, or until audit findings are resolved, or due to legal proceedings  
9 such as litigations and/or settlement of claims whichever is longer.

10 D. PARTNER shall make records pertaining to the costs of services, fees, charges, billings,  
11 and revenues available at one (1) location within the limits of the County of Orange.

12 E. If PARTNER is unable to meet the record location criteria above, SUPERINTENDENT  
13 may provide written approval to PARTNER to maintain records in a single location, identified by  
14 PARTNER.

15 F. PARTNER may be required to retain all records involving litigation proceedings and  
16 settlement of claims for a longer term which will be directed by the SUPERINTENDENT.

17 G. PARTNER shall notify SUPERINTENDENT of any Public Record Act (PRA) request within  
18 twenty-four (24) hours. PARTNER shall provide SUPERINTENDENT with all information that is  
19 requested by the PRA request.  
20

21 11.0 **INDEPENDENT CONTRACTOR.**

22 A. PARTNER is, and shall at all times be deemed to be, an independent contractor and  
23 shall be wholly responsible for the manner in which it performs the services required of it by the  
24 terms of this AGREEMENT.

25 B. PARTNER warrants that it has all necessary licenses required to perform the services

1 required by the terms of this AGREEMENT.

2 C. PARTNER is entirely responsible for compensating staff, subcontractors, and  
3 consultants employed by PARTNER. This AGREEMENT shall not be construed as creating the  
4 relationship of employer and employee, or principal and agent between SUPERINTENDENT and  
5 PARTNER or any of PARTNER's employees, agents, consultants, or subcontractors. PARTNER  
6 understands and agrees that he/she and all his/her employees shall not be considered officers,  
7 employees or agents of SUPERINTENDENT, and are not entitled to benefits of any kind or nature  
8 normally provided employees of SUPERINTENDENT and/or to which SUPERINTENDENT's employees  
9 are normally entitled, including, but not limited to, State Unemployment Insurance or Workers'  
10 Compensation. PARTNER shall assume full responsibility for payment of all federal, state and local  
11 taxes or contributions, including unemployment insurance, social security and income taxes with  
12 respect to PARTNER's employees.

13 D. PARTNER assumes exclusively the responsibility for the acts of its employees, agents,  
14 consultants, or subcontractors as they relate to the services to be provided during the course and  
15 scope of their employment.

16 E. PARTNER, its agents, employees, consultants, or subcontractors, shall not be entitled  
17 to any rights or privileges of SUPERINTENDENT's employees and shall not be considered in any  
18 manner to be SUPERINTENDENT's employees.

19 **12.0 INDEMNIFICATION.**

20 A. SUPERINTENDENT hereby agrees to indemnify, defend, and hold harmless PARTNER,  
21 its Governing Board, and its officers, agents, and employees from liability and claims of liability for  
22 bodily injury, personal injury, sickness, disease, or death of any person or persons, or damage to any  
23 property, real, personal, tangible or intangible, arising out of the negligent acts or omissions of  
24 employees, agents or officers of SUPERINTENDENT or the Orange County Board of Education during  
25

1 the period of this AGREEMENT.

2 B. PARTNER hereby agrees to indemnify, defend, and hold harmless SUPERINTENDENT,  
3 the Orange County Board of Education, and its officers, agents, and employees and the California  
4 Department of Education from liability and claims of liability for bodily injury, personal injury,  
5 sickness, disease, or death of any person or persons, or damage to any property, real, personal,  
6 tangible or intangible, arising out of the negligent acts or omissions of employees, agents or officers  
7 of PARTNER during the period of this AGREEMENT.

8 **13.0 INSURANCE.** PARTNER shall, at PARTNER's sole cost and expense, and require all of its  
9 subcontractors, if any, to take out prior to commencing the services and maintain in full force and  
10 effect from the commencement of services until expiration of this AGREEMENT a policy or policies of  
11 insurance covering PARTNER and its subcontractor's service, if any. PARTNER shall furnish to  
12 SUPERINTENDENT certificates of insurance evidencing all coverage's and endorsements required  
13 hereunder. All insurance shall be with an insurance company admitted by the Insurance  
14 Commissioner of the State of California to transact such insurance in the State of California.

15 Minimum coverages shall be as follows:

16 A. Comprehensive General Liability Insurance in an amount not less than One million dollars  
17 (\$1,000,000) per occurrence, combined single limit;

18 B. Comprehensive Automobile liability insurance covering all owned, non-owned and hired  
19 vehicles in an amount not less than One million dollars (\$1,000,000) per occurrence;

20 C. Statutory Workers' Compensation Insurance;

21 D. An endorsement to said policy(ies) naming the Orange County Superintendent of Schools,  
22 the Orange County Board of Education, and its officers, agents and employees as an additional  
23 insured while rendering services under this AGREEMENT;

24 E. A thirty (30) day written notice to SUPERINTENDENT of cancellation or reduction in  
25

1 coverage;

2 F. If the PARTNER is either partially or fully self-insured for its liability exposures, PARTNER  
3 must notify SUPERINTENDENT in writing and provide SUPERINTENDENT with a statement signed by  
4 an authorized representative of PARTNER stating that PARTNER agrees to hold harmless, defend, and  
5 indemnify the Orange County Superintendent of Schools, the Orange County Board of Education, and  
6 their officers, employees and agents as if the insurance requirements in the above paragraphs are in  
7 full force and effect.

8 **14.0 CONFIDENTIALITY.** PARTNER agree to maintain the confidentiality of any and all student  
9 data and records in accordance with all applicable Federal and State codes and regulations, as they  
10 now exist or may hereafter be amended or changed. The confidentiality requirements under this  
11 paragraph shall survive the termination or expiration of this AGREEMENT or any subsequent  
12 agreement intended to supersede this AGREEMENT. PARTNER agrees to submit INDIVIDUAL  
13 STUDENT DATA to the project evaluator as requested by the Steering Committee in a timely manner  
14 and IN ACCORDANCE WITH FERPA GUIDELINES. To ensure the continued confidentiality and security  
15 of the student data processed, stored, or transmitted under this AGREEMENT, PARTNER shall  
16 establish a system of safeguards that will at a minimum include procedures and systems that ensure  
17 all student records are kept in secured facilities and maintained in a secure manner that prevents the  
18 interception, diversion or other unauthorized access to data and access to such records is limited to  
19 personnel who are authorized to have access to said data under this section of the AGREEMENT.

20  
21 **15.0 CONFLICT OF INTEREST.** The Parties hereto acknowledge that PARTNER may be affiliated  
22 with one or more organizations or professional practices located in Orange County. PARTNER  
23 therefore warrants that he/she shall not violate any applicable law, rule or regulation of any  
24 governmental entity relating to conflict of interest. PARTNER shall not knowingly undertake any act  
25 which unjustifiably results in any relative benefit to any organization or professional practice with

1 which he/she is affiliated as a direct or indirect result, whether economic or otherwise in nature, of  
2 the performance of duties and obligations required by this AGREEMENT, when compared to the  
3 result such act has on any other organization or professional practice.

4 **16.0 EMPLOYEE ELIGIBILITY VERIFICATION.** PARTNER warrants that it shall fully comply with all  
5 federal and state statutes and regulations regarding the employment of aliens and others and to  
6 ensure that employees, subcontractors and consultants performing work under this AGREEMENT  
7 meet the citizenship or alien status requirement set forth in federal statutes and regulations.  
8 PARTNER shall obtain, from all employees, subcontractors and consultants performing work  
9 hereunder, all verification and other documentation of employment eligibility status required by  
10 federal or state statutes and regulations including, but not limited to, the Immigration Reform and  
11 Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter  
12 amended. PARTNER shall retain all such documentation for all covered employees, subcontractors  
13 and consultants for the period prescribed by the law.

14 **17.0 DELEGATION AND ASSIGNMENT.** PARTNER may not delegate its obligations  
15 hereunder, either in whole or in part, without the prior written consent of SUPERINTENDENT.

16 **18.0 INSPECTIONS AND AUDITS.**

17 A. SUPERINTENDENT and any authorized representative of the State of California or any  
18 other of their authorized representatives, shall have access to any books, documents, and records,  
19 including but not limited to, financial statements, general ledgers, relevant accounting systems of  
20 PARTNER that are directly pertinent to this AGREEMENT, for the purpose of responding to a  
21 beneficiary complaint or conducting an audit, review, evaluation, or examination during the term of  
22 this AGREEMENT. Such persons may at all reasonable times inspect or otherwise evaluate the  
23 services provided pursuant to this AGREEMENT, and the premises in which they are provided.

24 B. PARTNER shall actively participate and cooperate with any person specified in  
25



1 subparagraph A above in any evaluation or monitoring of the services provided pursuant to this  
2 AGREEMENT and shall provide the above-mentioned persons adequate office space to conduct  
3 such evaluation or monitoring.

4 C. AUDIT RESPONSE

5 1. Following an audit report, in the event of non-compliance with applicable laws  
6 and regulations governing funds provided through this AGREEMENT, SUPERINTENDENT may  
7 terminate this AGREEMENT as provided for in the Termination paragraph or direct PARTNER to  
8 immediately implement appropriate corrective action. A plan of corrective action shall be  
9 submitted to SUPERINTENDENT and SUPERINTENDENT's designated Representative in writing within  
10 thirty (30) calendar days after receiving notice from SUPERINTENDENT.

11 2. If the audit reveals that money is payable from one party to the other, that is,  
12 reimbursement by PARTNER to SUPERINTENDENT, or payment of sums due from SUPERINTENDENT  
13 to PARTNER, said funds shall be due and payable from one party to the other within sixty (60)  
14 calendar days of receipt of the audit results. If reimbursement is due from PARTNER to  
15 SUPERINTENDENT, and such reimbursement is not received within said sixty (60) calendar days,  
16 SUPERINTENDENT may, in addition to any other remedies provided by law, reduce any amount  
17 owed PARTNER by an amount not to exceed the reimbursement due SUPERINTENDENT.

18 D. PARTNER shall forward to SUPERINTENDENT a copy of any audit report within  
19 fourteen (14) calendar days of receipt. Such audit shall include, but not be limited to, management,  
20 financial, programmatic or any other type of audit of PARTNER's operations, whether or not the cost  
21 of such operation or audit is reimbursed in whole or in part through this AGREEMENT.

22 **19.0 DISPUTES.** The Parties shall deal in good faith and attempt to resolve potential disputes  
23 informally. If the dispute concerning a question of fact arising under the terms of this AGREEMENT  
24 is not disposed of in a reasonable period of time by the SUPERINTENDENT and PARTNER, such  
25

1 matter shall be brought to the attention of the Executive Committee by way of the following  
2 process:

- 3 a. The PARTNER shall submit to the Executive Committee a written demand for a final  
4 decision regarding the disposition of any dispute between the Parties arising under,  
5 related to, or involving this AGREEMENT.
- 6 b. The PARTNER's written demand shall be fully supported by factual information, and, if  
7 such demand involves a cost adjustment to the AGREEMENT, the PROVIDER shall  
8 include with the demand a written statement signed by a senior official indicating that  
9 the demand is made in good faith, that the supporting data is accurate and complete,  
10 and that the amount requested accurately reflects the AGREEMENT adjustment for  
11 which the Partner believes the SUPERINTENDENT liable.

12 Pending the final resolution of any dispute arising under, related to, or involving this  
13 AGREEMENT, the PARTNER agrees to diligently proceed with the performance of this AGREEMENT,  
14 including delivery of goods and/or provision of services. The PARTNER'S failure to diligently  
15 proceed shall be considered a material breach of this AGREEMENT.

16 Any final decision by the Executive Committee shall be expressly identified as such, shall be  
17 in writing and shall be signed by the Executive Committee. If the Executive Committee fails to  
18 render a decision within ninety (90) days after receipt of the Partner's demand, it shall be deemed  
19 a final decision adverse to the PARTNER's contentions. The Executive Committee's final decision  
20 shall be conclusive and binding regarding the dispute unless the PARTNER commences action in a  
21 court of competent jurisdiction to contest such decision within ninety (90) days following the date  
22 of the Executive Committee's final decision or one year following the accrual of the cause of action,  
23 whichever is later.  
24

25 **20.0 LICENSES AND LAW.**

1 A. PARTNER shall, throughout the term of this AGREEMENT, maintain all necessary  
2 licenses, permits, approvals, certificates, waivers, and exemptions necessary for the provision of the  
3 services hereunder and required by the laws and regulations of the United States, State of California,  
4 and any other applicable governmental agencies. PARTNER shall notify SUPERINTENDENT  
5 immediately and in writing of its inability to obtain or maintain, irrespective of the pendency of an  
6 appeal, permits, licenses, approvals, certificates, waivers, and exemptions. Said inability shall be  
7 cause for termination of this AGREEMENT.

8 B. PARTNER shall comply with all laws, rules or regulations applicable to the services  
9 provided hereunder, as any may now exist or be hereafter amended or changed.

10 C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

11 1. PARTNER agrees to furnish to SUPERINTENDENT within thirty (30) calendar days  
12 of the award of this AGREEMENT:

13 a. In the case of an individual contractor, his/her name, date of birth, social  
14 security number, and residence address;

15 b. In the case of a contractor doing business in a form other than as an  
16 individual, the name, date of birth, social security number, and residence address of each individual  
17 who owns an interest of ten percent (10%) or more in the contracting entity;

18 c. A certification that PARTNER has fully complied with all applicable federal and  
19 state reporting requirements regarding its employees;

20 d. A certification that PARTNER has fully complied with all lawfully served Wage  
21 and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.  
22

23 2. Failure of PARTNER to timely submit the data and/or certifications required by  
24 subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state employee  
25 reporting requirements for child support enforcement, or to comply with all lawfully served Wage

1 and Earnings Assignment Orders and Notices of Assignment, shall constitute a material breach of  
2 this AGREEMENT; and failure to cure such breach within sixty (60) calendar days of notice from  
3 SUPERINTENDENT shall constitute grounds for termination of this AGREEMENT.

4 3. It is expressly understood that this data will be transmitted to governmental  
5 agencies charged with the establishment and enforcement of child support orders, or as permitted  
6 by federal and/or state statute.

7 **21.0 NONDISCRIMINATION.** The Parties agree that they will not engage in unlawful  
8 discrimination in employment of persons because of race, ethnicity, religion, nationality, disability,  
9 gender, sex, marital status, age or other characteristics protected by federal or state laws.

10 **22.0 NOTICES.** All notices, claims, correspondence, reports, and/or statements authorized or  
11 required by this AGREEMENT shall be addressed as follows:  
12

13 SUPERINTENDENT: Orange County Superintendent of Schools  
14 200 Kalmus Drive  
15 P.O. Box 9050  
16 Costa Mesa, California 92628-9050  
17 Attn: Patricia McCaughey

18 PARTNER: Anaheim Union High School District  
19 501 Crescent Way  
20 P. O. Box 3520  
21 Anaheim, CA 92803-3520  
22 Attn: \_\_\_\_\_

23 **23.0 TOBACCO USE POLICY.** In the interest of public health, SUPERINTENDENT provides a  
24 tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings  
25 and vehicles, and on any property owned, leased or contracted for by the SUPERINTENDENT  
pursuant to SUPERINTENDENT'S Policy 400.15. Failure to abide with conditions of this policy could  
result in the termination of this AGREEMENT.

**24.0 COMPLIANCE WITH APPLICABLE LAWS.** The services completed herein must meet the  
approval of SUPERINTENDENT and shall be subject to SUPERINTENDENT's general right of inspection

1 to secure the satisfactory completion thereof. PARTNER agrees to comply with all federal, state and  
2 local laws, rules, regulations and ordinances that are now or may in the future become applicable to  
3 PARTNER, PARTNER's business, equipment and personnel engaged in operations covered by this  
4 AGREEMENT or occurring out of the performance of such operations.

5 **25.0 NON WAIVER.** The failure of SUPERINTENDENT or PARTNER to seek redress for violation of,  
6 or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be  
7 deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from  
8 again constituting a violation of such term or condition.

9 **26.0 TERMINATION.**

10 A. Either party may terminate this AGREEMENT, without cause, upon thirty (30) calendar  
11 days' written notice (Notice of Termination) given the other party.

12 B. Unless otherwise specified in this AGREEMENT, SUPERINTENDENT may terminate this  
13 AGREEMENT upon five (5) calendar days written notice if PARTNER fails to perform any of the terms  
14 of this AGREEMENT. At SUPERINTENDENT'S sole discretion, PARTNER may be allowed up to thirty  
15 (30) calendar days for corrective action.

16 C. SUPERINTENDENT may terminate this AGREEMENT immediately, upon written notice,  
17 on the occurrence of any of the following events:

- 18 1. The loss by PARTNER of legal capacity.
- 19 2. Cessation of services.
- 20 3. The delegation or assignment of PARTNER's services, operation or administration  
21 to another entity without the prior written consent of SUPERINTENDENT.
- 22 4. In the event PARTNER should fail to perform the covenants contained in this  
23 AGREEMENT in the time and manner specified, SUPERINTENDENT may immediately terminate this  
24 AGREEMENT and is not obligated to pay any amounts billed for services by PARTNER to  
25

1 SUPERINTENDENT that have not been performed in the time and manner specified.

2 D. After receipt of the Notice of Termination, PARTNER shall cancel all outstanding  
3 commitments covering the procurement of materials, supplies, equipment, and miscellaneous  
4 items.

5 **27.0 SEVERABILITY.** If any term, condition or provision of this AGREEMENT or application thereof  
6 to any person or circumstances is held by a court of competent jurisdiction to be invalid, void, or  
7 unenforceable, or if any provision of this AGREEMENT contravenes any federal, state or county  
8 statute, ordinance, or regulation, the remaining provisions of this AGREEMENT or application thereof  
9 will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in  
10 any way.

11 **28.0 ALTERATION OF TERMS.** This AGREEMENT, together with any Exhibits attached hereto and  
12 incorporated herein by reference, fully expresses all understanding of SUPERINTENDENT and  
13 PARTNER with respect to the subject matter of this AGREEMENT, and shall constitute the total  
14 AGREEMENT between the Parties for these purposes. No addition to, or alteration of, the terms of  
15 this AGREEMENT, whether written or verbal, shall be valid unless made in writing and formally  
16 executed and approved by SUPERINTENDENT and PARTNER.

17 **29.0 AUTHORIZED SIGNATURES.** The individuals signing this AGREEMENT warrant that they are  
18 authorized to do so, and further, that they are authorized to make the promises in this AGREEMENT  
19 on behalf of the respective Parties. The Parties understand and agree that a breach of this warranty  
20 shall constitute a breach of the AGREEMENT and shall entitle the non-breaching party to all  
21 appropriate legal and equitable remedies against the breaching party.

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**30.0 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.

IN WITNESS WHEREOF, the Parties have executed this AGREEMENT, in the County of Orange, State of California.

ANAHEIM UNION HIGH SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS

BY: \_\_\_\_\_  
Authorized Signature

BY:  \_\_\_\_\_  
Authorized Signature

PRINTED NAME: \_\_\_\_\_

PRINTED NAME: Patricia McCaughey \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: Coordinator \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: August 18, 2014 \_\_\_\_\_

TIN: \_\_\_\_\_

AUHSD.OCCPP.2014

ZIP4

# OCCP Partnership Profile

## Information Needed to Complete Required Forms:

Partner Name: Anaheim Union High School District  
 Sectors of Interest: Health Care/Bio-Technology  
 Engineering/Advanced Manufacturing and Design  
 Information Communication Technology/Digital Media  
 Pipeline: Cypress College and Fullerton College

## Pathway Information:

Pathway Name: Patient Care  
 Participating Sites: Anaheim, Cypress, Gilbert, Loara, Magnolia, Savanna,  
 and Western High Schools

# of Students Served 2014-15	# of Students Served 2015-16	# of Students Served 2016-17	# of Students Served 2017-18
800	900	1000	1200

Pathway Name: Bio-Medical  
 Participating Sites: Western High

# of Students Served 2014-15	# of Students Served 2015-16	# of Students Served 2016-17	# of Students Served 2017-18
80	160	200	280

Pathway Name: Engineering & Architecture (PLTW)  
 Participating Sites: Anaheim High

# of Students Served 2014-15	# of Students Served 2015-16	# of Students Served 2016-17	# of Students Served 2017-18
100	120	150	200

Pathway Name: Commercial Construction / Energy  
 Participating Sites: Anaheim, Gilbert, Katella, Magnolia, and Western High

# of Students Served 2014-15	# of Students Served 2015-16	# of Students Served 2016-17	# of Students Served 2017-18
180	200	400	600

Pathway Name: Design, Visual, & Media Arts  
 Participating Sites: Anaheim, Cypress, Katella, Kennedy, Loara, Magnolia,  
 Savanna, and Western High School

# of Students Served 2014-15	# of Students Served 2015-16	# of Students Served 2016-17	# of Students Served 2017-18
800	1000	1200	1500



# OCCP Partnership Profile

## In-kind/Match and Budget Requests:

In-kind: \$2,875,000

Year 1	Year 2	Year 3	Year 4	Year 5
Carl Perkins: \$500,000 50% of CTE Coordinator: \$75,000 Total: \$575,000	Carl Perkins: \$500,000 50% of CTE Coordinator: \$75,000 Total: \$575,000	Carl Perkins: \$500,000 50% of CTE Coordinator: \$75,000 Total: \$575,000	Carl Perkins: \$500,000 50% of CTE Coordinator: \$75,000 Total: \$575,000	Carl Perkins: \$500,000 50% of CTE Coordinator: \$75,000 Total: \$575,000

Budget: \$145,400

Year 1	Year 2	Year 3	Year 4
PLTW Curriculum, training, & equipment: 50,000 Substitute Teacher Pay for Curriculum Dev.: 3,000 PBL Training: 15,000 Reflective Learning Walks: 1,500 Total: \$69,500	PLTW equipment \$50,000 Substitute Teacher Pay: Curriculum Dev.: 3,000 PBL Training: 15,000 Reflective Learning Walks: 1,500 Total: \$69,500	Substitute Teacher Pay: Curriculum Dev.: 1,200 PBL Training: 5,000 Reflective Learning Walks: 1,500 Total: \$3,200	Substitute Teacher Pay: Curriculum Dev.: 1,200 PBL Training: 5,000 Reflective Learning Walks: 1,500 Total: \$3,200

## Describe the Focus for your OCCP Partnership Initiative:

Anaheim Union will focus on refining our pathway structures:

- 1) Write and/or rewrite CTE courses across all pathways to meet the UC A-G course approval.
- 2) Establish Dual Enrollment opportunities with community colleges across all pathway industries.
- 3) Establish a Community-Based Classroom component as appropriate for capstone courses (ie: internships, mentorships, job shadowing, etc). NOCROP partner will assist.
- 4) All CTE teachers (both NOCROP and District) will participate in intensive project-based learning training.
- 5) Develop and implement a STEM/ICT focused pipeline beginning with career exploration at the junior high schools (ie: PLTW – Gateway to Technology)

## Partnerships and/or Industry Advisories/Clusters your District is Involved in:

Anaheim Union participates in all CTEoc Advisory Days hosted by Vital Link, plus NOCROP partner hosted pathway specific advisories (ie: medical, construction, etc.)

## Ways your District Outreaches to/Engages K-8 students in Pathway Activities:

# OCCP Partnership Profile

Anaheim Union is a 7<sup>th</sup> through 12<sup>th</sup> grade school district. Our junior highs are beginning to align their elective programs to their feeder high school career pathways. For example, junior highs offer “Exploring Digital Animation” as a springboard for entering the high school’s Media Arts Pathway ending with the Digital Animation capstone course. Several of our junior highs have begun to offer or wish to offer a STEM exploratory wheel that feeds into our high school career pathways.

## **Methods in Place for Tracking the Required Student Outcomes:**

Courses are tagged through our Aeries student information system. Information regarding the students enrolled in these courses can be retrieved and disaggregated as desired.

## **Which of the Regional Service Areas Would Benefit your District/Institution?:**

Anaheim Union would benefit from all the following regional service areas:

- *Professional Development;*
- *Building Work-based Learning Networks;*
- *Curriculum Content Analysis;*
- *Policy/Agreement Development, Counseling Services;*
- *Data Gathering;*
- *Pathway Training/Certification*

## **Additional Notes that make the Proposed Program Innovative:**

Anaheim Union has a strong partnership with NOCROP. Through ROP and District career pathway programs, high school students have access to 21 career pathways. The next stage of career pathway development for us is to establish “career pipelines” that align the junior high CTE electives, through the high school career preparation pathways, and on to post-secondary education and/or training. A “pipeline” will engage students at a younger age to begin to explore their interests and aptitudes, prepare them for the industry of their interest, and provide them their “next steps” for pursuing the career of their choice.



**INVOICE**  
 Orange County Department of Education  
 200 Kalmus Drive  
 Costa Mesa, CA 92628  
 Phone: (714) 966-4060

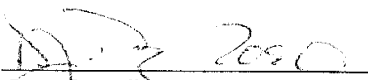
Anaheim Union High School District  
 501 Crescent Way / P.O. Box 3520  
 Anaheim, CA 92803-3520

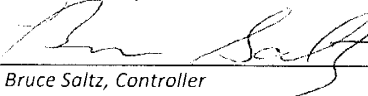
Invoice Number: \_\_\_\_\_  
 Invoice Date: \_\_\_\_\_

Expenditure Codes	Budget	Current Expenditure	Expenditure to Date	Balance	Sector
1000 Certificated Salaries	\$4,350.00			\$4,350.00	Across
2000 Classified Salaries				\$0.00	
3000 Benefits	\$150.00			\$150.00	Across
4000 Books & Supplies	\$50,000.00			\$50,000.00	Bio Med
5000 Services and Other Operating Expenditures (other than travel expenditures)	\$15,000.00			\$15,000.00	Across
5200 Travel & Conference				\$0.00	
6000 Equipment				\$0.00	
7000 Indirect Costs				\$0.00	
<b>Grant Amount</b>	<b>\$69,500.00</b>		<b>\$0.00</b>	<b>\$69,500.00</b>	
Reimbursement Now Claimed					

Please remit copies of all invoices and PAID receipts with original budget and expenditure reimbursement claim form.  
 Please deposit monies in Resource 9010 object code 8677

I certify that the expenditures reported above have been made, and that this project has been conducted in accordance with applicable laws, regulations, and program guidelines; and that the full records of receipts and expenditures have been maintained and are available for audit. **All signatures are required.**

 Phone: (714) 999-3585 Date 8/26/14  
 Diane Donnelly-Toscano, Ed.D, Director

 Phone: (714) 999-3589 Date 8/26/14  
 Bruce Saltz, Controller

Please return to:  
 Vijay Wadhwa, Orange County Department of Education  
[vwadhwa@ocde.us](mailto:vwadhwa@ocde.us)  
 P.O.Box 9050, Costa Mesa, CA 92628-9050  
 For questions call (714) 966-4060

California Career Pathways Trust  
Match Budget

Agency Name: Anaheim Union High School District

Fiscal Agent Contact: Bruce Saltz, Controller

Phone Number: (714) 999-3589

**Sources of Local Match (Cash or In-kind)**

Expenditure Codes	District Match	Business/ Community Match	Community College	Budget Item Totals
1000 Certificated Salaries	\$ 95,833.00	\$ -	\$ -	\$ 95,833.00
2000 Classified Salaries	\$ -	\$ -	\$ -	\$ -
3000 Employee Benefits	\$ 21,788.00	\$ -	\$ -	\$ 21,788.00
4000 Books & Supplies	\$ 413,723.00	\$ -	\$ -	\$ 413,723.00
5000 Services & other Operating Expenditures (other than Travel expenditures)	\$ 69,557.00	\$ -	\$ -	\$ 69,557.00
5200 Travel & Conferences	\$ -	\$ -	\$ -	\$ -
6000 Capital Outlay	\$ -	\$ -	\$ -	\$ -
7000 Indirect Charges (CDE approved rates apply)	\$ 24,577.00	\$ -	\$ -	\$ 24,577.00
Totals	\$ 625,478.00	\$ -	\$ -	\$ 625,478.00

  
Signature of Fiscal Agent

3/27/14  
Date

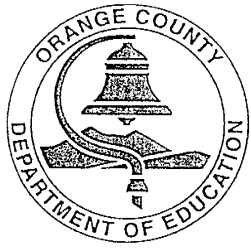


EXHIBIT G G  
**INVOICE**

Page # 1

**Orange County Dept. of Education**

200 Kalmus Drive  
 PO Box 9050  
 Costa Mesa, CA 92628-9050  
 Phone: (714) 966-4057

ANAHEIM UNION HIGH SCHOOL DISTRICT  
 ATTN: ACCOUNTS PAYABLE  
 P.O. BOX 3520  
 501 CRESCENT WAY  
 ANAHEIM, CA 92803-3520

ACCT ID: V9400186  
 INVOICE NUMBER: 94II0143  
 DIVISION: 94SE  
 TERM: 1415  
 INVOICE DATE: 07/22/14  
 DUE DATE: 08/22/14  
 AMOUNT DUE **\$4,550.93**

Item	Qty	Unit Amt	Ref. #	Account	Description	Amount
1	0	30339.52		015044 8677	2014-15 SPECIAL EDUCATION JPA DUES  PER 2013-14 P2 ADA	4,550.93
<b>INVOICE TOTAL</b>						<b>\$4,550.93</b>

Please remit a copy with payment-thank you

Remit to: **Orange County Dept. of Education**  
**PO Box 9050**  
**Costa Mesa, CA 92628-9050**

HOJAT ENTEZARI  
 SENIOR ACCOUNTING TECHNICIAN  
 (714) 966-4057

Account ID V9400186  
 Account Name ANAHEIM UNION HIGH SCHOOL  
 Invoice Number 94II0143  
 DIV: 94SE  
 TERM: 1415  
 Due Date 08/22/14  
 Amount Due \$ 550.93  
 Amount Paid \$ \_\_\_\_\_

**Field Trip Report**

Board of Trustees

September 23, 2014

1. Loara High School–Auto Club (5 male students); Anthony Boccigone (male) advisor; Russ Bacarella (male), chaperone.

To: Las Vegas, NV  
 Dates: November 3, 2014–November 7, 2014  
 Purpose: Hot Rodders National Competition  
 Expenses: Other (ROP): Registration, meals, transportation, accommodations, substitutes

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. Oxford Academy–National Honor Society (40 students; 16 male, 24 female); Jill Briquet (female) advisor; David Alcala (male), Jim Patten (male), Fabi Casanova (female), Janet Low (female), chaperones.

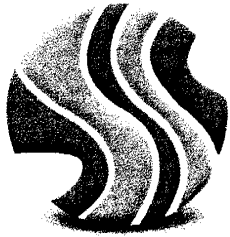
To: Northern California  
 Dates: October 13, 2014–October 15, 2014  
 Purpose: Tour Northern California Universities  
 Expenses: ASB/Club Fundraisers: Meals, transportation, accommodations, substitutes  
 Parent/Student: Meals, transportation, accommodations

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

3. Western High School–History Club (5 students; 3 male, 2 female); Lisa Shoji (female) advisor; Jaime Flores (male), chaperone.

To: Japan  
 Dates: March 27, 2015–April 6, 2015  
 Purpose: Learn/Experience Japanese culture and history  
 Expenses: ASB/Club Fundraisers: Substitutes  
 Parent/Student: Registration, meals, transportation, accommodations

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



# Pacific Coast Speech Services, Inc.

EXHIBIT 11

*Serving Southern California Schools for 25 Years*

Anaheim Union High School District  
Mr. Brad Jackson  
Director, Special Youth Services  
501 Crescent Way  
Anaheim, CA 92801

August 12, 2014

## Re: CONFIRMATION OF CONTRACT OBLIGATION: SPEECH SERVICES

Dear Mr. Jackson:

Thank you for the opportunity to provide speech and language services within the Anaheim Union High School District. As you know, Pacific Coast Speech Services, Inc. (PCSS, Inc.) has agreed to pursue a contracted therapist for the following position:

1. **POSITION DESCRIPTION:** Pacific Coast Speech Services, Inc. will provide speech services at Magnolia High School from August 21, 2014 to June 18, 2015. School holidays and non-student days will be excluded unless the district requests that our clinician attend a specific meeting or in-service. Additional services can be provided if deemed necessary by district administration and/or PCSS, Inc.
2. **PAYMENT TERMS:** This district will reimburse PCSS, Inc. at the rate of \$89.00/hour for the total hours billed. Payment is due within 30 days of invoice. Contract can be cancelled or substantially reduced with 30 days notice.
3. District hereby acknowledges that PCSS, Inc. independent contractors are screened, hired, and trained at considerable time and expense by PCSS, Inc. District further acknowledges that PCSS, Inc. independent contractors have entered into a contractual relationship with PCSS, Inc. to provide the above services for District. District agrees that it, or any third party associated, directly or indirectly, with the District, will not hire, solicit, contract, or otherwise seek to employ PCSS, Inc. independent contractors, directly or indirectly, in such a way as to interfere with the contractual relationship between PCSS, Inc. independent contractors and PCSS, Inc., and for a period of one (1) year after the completion of an independent contractors contract with PCSS, Inc. District agrees that, acknowledging the contractual services provided by PCSS, Inc. and PCSS, Inc. subcontractors, should District desire to employ or otherwise hire the services of a particular PCSS, Inc. independent contractor within one (1) year after conclusion of an independent contractors contract, District will not directly hire said independent contractor, but will contact PCSS, Inc. for a continuation of said independent contractors services. District further agrees to indemnify PCSS, Inc. for any and all legal costs, including and without limitation, attorney fees and court costs, necessary for PCSS, Inc. to enforce this provision or any and all

14252 Culver Drive #146  
Irvine, CA 92604  
714.731.6630

[www.PacificCoastSpeech.com](http://www.PacificCoastSpeech.com)

attorney fees and costs resulting from proceedings arising out of violation of this provision.

4. During the term of this contract, or after the contract has been completed, Pacific Coast Speech Services, Inc.' directors or contractors may be requested or may be subpoenaed to testify or consult relating to an arbitration, mediation, deposition, trial or other type of legal proceeding. Pacific Coast Speech Services, Inc.' directors or contractors may also be requested or subpoenaed to a conference with an attorney to render an opinion, to review documentation, or take part in any other type of pre-trial, pre-mediation, or pre-arbitration discovery or research. Should this request or subpoena take place, the district will be billed for and agrees to pay the standard hourly rate to Pacific Coast Speech Services, Inc. for the time spent by the directors or contractors for these services. The standard hourly rate is set forth in this Agreement at paragraph #2.

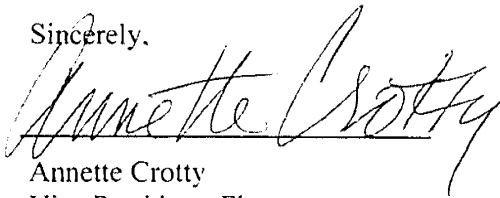
Based on the above, we approximate that the total cost of PCSS, Inc.'s services will not exceed \$132,000.00. This is not a lump sum guarantee, but a budgetary number only.

**This agreement is subject to the availability of a credentialed speech therapist, and assumes a caseload equivalent to no more than 60 students for one traditional year FTE. If an audit of the caseload by the credentialed therapist reveals an excess of this 60-student equivalent, you will be notified immediately. Adjustment in reimbursement or caseload will be made within 15 calendar days.**

**Please fax me a return copy of this confirmation of our contract letter at your earliest convenience to indicate that my understanding of our terms is accurate.**

If you have any questions, please call or fax me at (714) 389-9227 or email me at [acrotty@epcss.net](mailto:acrotty@epcss.net).

Sincerely,



Annette Crotty  
Vice President- Finance

8/11/14  
Date

I confirm that the above rate of \$89.00/hour and the conditions stated above are an accurate understanding of the agreement between Pacific Coast Speech Services, Inc. and Anaheim Union High School District.

---

Signature of District Administrator

---

Date



Board of Trustees  
September 23, 2014

**1. Leaves of Absence:**

Soberanis, Cecilia, for baby bonding, without pay and with health benefits from 8/4/14 through the end of the working day on 10/24/14.

Stewart, Marianne, for personal reasons, without pay and without health benefits from 10/6/14 through the end of the working day on 10/29/14.

Wemmer, Jennifer, for personal reasons without pay and without health benefits from 8/21/14 through the end of the working day on 6/15/15.

Winn, Jaime, for baby bonding, without pay and with health benefits from 8/5/14 through the end of the working day on 10/24/14.

**2. Employment:**

A. Classroom Teacher(s)/Probationary:

		<u>Column</u>	<u>Step</u>
Alcala, Rebeca	9/12/14	3	1
Ortega, Eddie	8/29/14	3	1
Urbanos, Daniel	9/8/14	3	3

B. Classroom Teacher(s)/Temporary:

		<u>Column</u>	<u>Step</u>
Apollo, Odette	9/15/14	1	1
Chong, Kelly	8/25/14	3	1
Tran, Tracey	9/9/14	2	1

C. Day-to-Day Substitute Teacher(s) with authorization to teach in subject areas where they have adequate preparation, effective as noted:

Hernandez, Danny	9/9/14
Rodriguez, Albert	9/12/14
Selbe, Nicholas	9/12/14

D. Psychologist(s)/Probationary:

		<u>Range</u>	<u>Step</u>
Connely, Yuliana	8/7/14	31	1
Suarez, Aidee	9/8/14	31	6

E. School Psychologist Intern, to be paid at the rate of \$54 per day, effective as noted: (Medi-Cal Funds)

Jackson, Brandi	9/9/14
-----------------	--------

F. Administrator Salary Placements, effective as noted:

		<u>Range</u>	<u>Step</u>
Egans, Shanna	9/8/14	22	4
Program Administrator I, Attendance			



**Human Resources Division, Certificated Personnel**

Board of Trustees  
September 23, 2014

Page 3 of 5

Preciado, Bruno	3 6	4 6	8/21/14
Sapp, Andrea	1 1	1 2	8/21/14
Sweeten, Sandra	3 11	4 11	8/21/14

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

Aiau, Brandon J.K.	8/22/14	Nwankpa, Desiree A.	8/22/14
Altamirano, Autumn C.	8/27/14	Patel, Anjali	9/1/14
Annan-Hartline, Joan M.	8/29/14	Patel, Shital K.	8/25/14
Bacarella, Russell A.	8/29/14	Pedroza-Sanchez, Erika J.	9/5/14
Bonney, Suzanne M.	8/13/14	Perez, Angelina	8/25/14
Chisholm, Michael R.	8/27/14	Perez, Charles M.	8/29/14
Dagg, Scott C.	9/2/14	Pun, Jeanette M.	8/24/14
Dimesio, Amelia A.	8/25/14	Salvatierra, Nicholle D.	8/22/14
Dinsmoor, Bradlianne C.	9/8/14	Sanchez, Selina E.	8/28/14
Flores-Gonzalez, Jesus	8/25/14	Santos-Morales, Maria R.	8/26/14
Harvey, Jalen A.	9/8/14	Shaffer, Andrew A.	9/3/14
Hayden, Erika	8/23/14	Smith, Sundance A.	8/27/14
Hernandez, Esteban D.	9/2/14	Suzuki, Greg Y.	9/5/14
Hoffmeister, Jaime E.	8/27/14	Tupuola-Tavake, Sesilia T.	9/8/14
Kawasaki, Rachel M.	9/1/14	Waller, Justin D.	8/8/14
Manulat, Josh C.	8/29/14	Yao, Elsie C.	9/8/14
Murray, Robert J.	9/4/14	Yasuda, Patricia M.	9/5/14
Nguyen, Tiffany T.	9/3/14		

**5. Extra Service Assignments, employment effective as noted:**

**Classified:**

	<u>Salary</u>	<u>Term</u>	<u>Effective</u>
<u>Anaheim</u>			
Colorado, Ashley Song	\$1,961	Year	8/22/14
Cormier, Ranecia Cheer	\$1,961	Year	8/20/14
<u>Cypress</u>			
Jackson, Norman Jazz Band	\$605.50	1 <sup>st</sup> Semester	8/22/14
Jackson, Norman Jazz Band	\$605.50	2 <sup>nd</sup> Semester	1/26/15
Moreno, Tommy Football, Asst. Varsity	\$2,821	Season	8/11/14
Rangel, Jonathan Football, Asst. Frosh/Soph	\$2,386	Season	8/11/14
Rodriguez, Anthony Drill Team	\$2,150	1 <sup>st</sup> Semester	8/22/14

**Human Resources Division, Certificated Personnel**

Board of Trustees  
September 23, 2014

Page 4 of 5

Rodriguez, Anthony Drill Team	\$2,150	2 <sup>nd</sup> Semester	1/26/15
Scott-Sawyer, Shari Asst. Activities Director	\$1,020	1 <sup>st</sup> Semester	8/22/14
Scott-Sawyer, Shari Asst. Activities Director	\$1,020	2 <sup>nd</sup> Semester	1/26/15
<u>Katella</u> Barnes, Brianna Song/Cheer	\$3,923	Year	8/22/14
Morales, Nathalie Volleyball, Asst. Frosh/Soph	\$2,386	Season	8/11/14
Morrill, John Football, JV	\$2,648	Season	8/11/14
Nieto, Richard Football, Asst. Varsity	\$2,821	Season	8/11/14
Pineda-Garcia, Juvenal Football, Asst. Frosh/Soph	\$2,386	Season	8/11/14
Weiss, Garrett Waterpolo, Asst. Frosh/Soph	\$2,386	Season	8/11/14
<u>Kennedy</u> Allen, Alexandra Tennis, Girls, JV	\$2,386	Season	8/11/14
Bixby, Billie Basketball, Frosh/Soph	\$2,648	Season	11/10/14
Bixby, Billie Volleyball, Asst. Frosh/Soph	\$2,386	Season	3/1/15
Sanchez, Daniel Cross Country, Boys, Varsity	\$2,648	Season	8/11/14
<u>Loara</u> Kahl, Allyson Colorguard	\$2,150	1 <sup>st</sup> Semester	8/22/14
Kahl, Allyson Colorguard	\$2,150	2 <sup>nd</sup> Semester	1/26/15
Lappin, Archie Football, Frosh/Soph	\$2,386	Season	8/11/14

**Human Resources Division, Certificated Personnel**

Board of Trustees  
September 23, 2014

Page 5 of 5

Werner, Lisa Swimming, Boys/Girls, JV	\$2,386	Season	2/9/15
<u>Magnolia</u>			
Ponce, Matthew Asst. Band Director	\$1,256	1 <sup>st</sup> Semester	8/22/14
Ponce, Matthew Asst. Band Director	\$1,256	2 <sup>nd</sup> Semester	1/26/15
<u>Oxford</u>			
Anderson, Lawrence Soccer, Girls, Varsity	\$2,648	Season	11/10/14
Anderson, Lawrence Softball, JV	\$2,648	Season	1/26/15
Oleole, Justin Volleyball, JV	\$2,386	Season	8/11/14
Wegnes, Justin Volleyball, Girls, Varsity	\$2,648	Season	8/11/14
Wegnes, Justin Volleyball, Boys, Varsity	\$2,648	Season	2/9/15
Williams, Casey Football, Boys, 7 <sup>th</sup> Grade	\$1,961	1 <sup>st</sup> Quarter	9/2/14
<u>Savanna</u>			
Avila, Elizabeth Cross Country, Girls, Head Varsity	\$2,648	Season	8/11/14
<u>Sycamore</u>			
Kolakowski, Larry Accompanist	\$986	Year	8/22/14
<u>Walker</u>			
Rankin, Lauren Volleyball, Girls, 8 <sup>th</sup> Grade	\$1,961	Season	9/2/14
<u>Western</u>			
DeLaCruz, Joshua Football, Sophomore	\$2,648	Season	8/11/14
Bunn-McIntyre, Johnny Cross Country, Boys, Head Varsity	\$2,648	Season	8/11/14
McIntyre, Breigh Track, Asst. Frosh/Soph	\$2,386	Season	3/1/14

**Human Resources Division, Classified Personnel**

Board of Trustees  
September 23, 2014

Page 1 of 6

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

Garcia, Nancy, Instructional Assistant – Special Abilities, 07/25/2014, Resignation

Henderson, Maria, Instructional Assistant – Specialized Academic Instruction, 09/02/2014, Resignation

Lexin, David, Instructional Assistant – Special Abilities, 06/11/2014, Resignation

Ramirez, Anna, Food Service Assistant II, 06/19/2014, Retirement

Romero, Hortencia, Secretary – Program Support (Bilingual), 08/22/2014, Resignation

**2. Leaves of Absence:**

Bastida, Osvaldo, for educational purposes, without pay and without health benefits from 8/25/14 through the end of the working day on 6/11/15.

Howard, Stephen, under the Family Medical Leave Act, without pay and with health benefits, from 9/2/14 through the end of the working day on 11/28/14.

Montelongo, Blanca, for personal reasons, without pay and without health benefits from 8/25/14 through the end of the working day on 11/17/14.

Nevarez-Carrera, Anell, for educational purposes without pay and without health benefits, from 8/25/14 through the end of the working day on 6/11/15.

Rivero, Gerard, for educational purposes without pay and without health benefits, from 8/25/14 through the end of the working day on 6/11/15.

**3. Employment and Promotions, effective as noted:**

	<b><u>Range/Step:</u></b>	<b><u>Effective:</u></b>
Adair, Matthew Custodian	48/01	08/18/2014
Adams, Gerald Energy Manager	13/06	08/25/2014
Andrade, Rosalba Substitute Food Service Assistant I	41/01	08/25/2014
Aragon, Nicole Instructional Assistant – Behavioral Support	51/02	08/25/2014
Arzate, Miguel Substitute Campus Safety Aide	41/01	08/25/2014
Barrett, Jimmy Pool Maintenance Technician	57/08	08/27/2014

**Human Resources Division, Classified Personnel**

Board of Trustees  
September 23, 2014

Page 2 of 6

Brodeske, James Instructional Assistant – Special Abilities	51/01	08/25/2014
Bulux, Kimberly Substitute Instructional Assistant – Specialized Academic Instruction	43/01	08/25/2014
Substitute Instructional Assistant – Special Youth Services Series	51/01	08/25/2014
Busleta, Juliana Instructional Assistant – Medically Fragile/ Orthopedically Impaired	51/01	08/25/2014
Cabrera, Veronica Instructional Assistant – Behavioral Support	51/01	08/25/2014
Chacon, Karina Instructional Assistant – Special Abilities	51/01	08/25/2014
Collins, Heather Instructional Assistant – Adult Transition	51/04	08/25/2014
Coney-Gordon, Shanrise Instructional Assistant – Adult Transition	51/01	09/16/2014
Substitute Instructional Assistant – Specialized Academic Instruction	43/01	08/25/2014
Substitute Instructional Assistant – Special Youth Services Series	51/01	08/25/2014
Cruz, Vanessa Instructional Assistant – Specialized Academic Instruction	43/06	08/25/2014
Damasco, Evelyn Substitute Food Service Assistant I	41/01	08/25/2014
Diaz, Gabriela Instructional Assistant – Medically Fragile/ Orthopedically Impaired	51/01	08/25/2014
Enciso, Cristine Substitute Instructional Assistant – Specialized Academic Instruction	43/01	08/25/2014
Feruglio, Marcelo Substitute School Community Liaison	47/01	08/29/2014
Fimbres, Claudia Substitute Instructional Assistant – Specialized Academic Instruction	43/01	09/05/2014
Substitute Instructional Assistant – Special Youth Services Series	51/01	09/05/2014

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Flores, Kenneth Athletic Facilities Worker I	49/05	09/08/2014
Forbes, Brook Instructional Assistant – Behavioral Support	51/01	08/25/2014
Fraser, Joseph Instructional Assistant – Behavioral Support	51/01	08/25/2014
Fronaberger, Heidi Instructional Assistant – Behavioral Support	51/01	08/25/2014
Gonzales, Angela Substitute Secretary – Program Support	51/01	09/03/2014
Gonzalez, Rene Substitute Instructional Assistant – Specialized Academic Instruction	43/01	08/25/2014
Substitute Instructional Assistant – Special Youth Services Series	51/01	08/25/2014
Guzman, Jojo Instructional Assistant – Specialized Academic Instruction	43/01	08/25/2014
Hamilton, Damarrea Instructional Assistant – Behavioral Support	51/01	08/25/2014
Hermanns, Peggy Substitute Food Service Asst I	41/01	08/25/2014
Jackson, Casey Custodian	48/01	08/18/2014
Jones, Violet Instructional Assistant – Special Abilities	51/01	08/25/2014
Kappler, Thomas Athletic Facilities Worker I	49/05	09/05/2014
Kim, Lydia Instructional Assistant – Behavioral Support	51/01	08/25/2014
Le, Caitlin Occupational Therapist	21/01	08/21/2014
Lemus, Nancy Substitute Office Assistant (Bilingual)	47/01	09/08/2014
Leyva, Martin Custodian	48/01	08/18/2014



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Maniscalco, Kimberly Instructional Assistant – Specialized Academic Instruction	43/01	08/25/2014
Manokoun, Billie Instructional Assistant – Behavioral Support	51/01	08/25/2014
Marsh, Robert Bus Driver	55/01	08/25/2014
Martin, Kristena Food Service Assistant II	49/01	08/25/2014
McDonell, Maria Food Service Assistant I	41/01	08/25/2014
Mora, Johnny Substitute Technology Service Technician	57/01	09/03/2014
Morales, Jose Bus Driver	55/01	08/25/2014
Moreno, Pedro Bus Driver	55/01	08/25/2014
Pelton, Chelsea Substitute Instructional Assistant – Specialized Academic Instruction	43/01	08/25/2014
Substitute Instructional Assistant – Special Youth Services Series	51/01	08/25/2014
Peralta, Francine Instructional Assistant – Specialized Academic Instruction	43/01	08/25/2014
Pham, Scott Substitute Food Service Assistant I	41/01	08/25/2014
Pickel, Degala Instructional Assistant – Behavioral Support	51/01	08/25/2014
Ramirez, Paul Instructional Assistant –Adult Transition	51/02	08/25/2014
Rankin, Lauren Provisional Instructional Assistant - Mathematics	51/01	08/25/2014
Renoso, Jessica Substitute Instructional Assistant – Specialized Academic Instruction	43/01	08/25/2014

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Richardson, Brandon Instructional Assistant – Specialized Academic Instruction	51/01	08/25/2014
Rivera-Navarette, Andrea Instructional Assistant – Specialized Academic Instruction	43/01	08/25/2014
Romero, Krystina Instructional Assistant – Behavioral Support	51/01	08/25/2014
Rouch, Ashley Instructional Assistant – Specialized Academic Instruction	43/01	08/25/2014
Sedano, Analia Custodian	48/01	08/18/2014
Short, Vicki Substitute Food Services Assistant I	41/01	09/08/2014
Simon, Anai Substitute Instructional Assistant – Specialized Academic Instruction	43/01	08/25/2014
Substitute Instructional Assistant – Special Youth Services Series	51/01	08/25/2014
Smith, Carly Instructional Assistant – Specialized Academic Instruction	43/09	08/25/2014
Smith, Megan Instructional Assistant – Behavioral Support	51/03	08/25/2014
Strusinska, Jolania Instructional Assistant – Specialized Academic Instruction	43/01	08/25/2014
Szabo, Steven Substitute Instructional Assistant – Specialized Academic Instruction	43/01	08/25/2014
Terriquez, Korrine Instructional Assistant – Specialized Academic Instruction (Bilingual)	47/01	08/25/2014
Thon, Vanna Instructional Assistant – Specialized Academic Instruction	43/01	08/25/2014

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Valdez, Daniella Instructional Assistant – Specialized Academic Instruction	43/01	08/25/2014
Viera, Desiree Instructional Assistant – Special Abilities	51/01	08/25/2014
Viramontes, Daisy Instructional Assistant – Behavioral Support	51/01	08/25/2014
Washington, Brenda Substitute Food Services Assistant I	41/01	09/08/2014
Wersky, Brian Substitute Instructional Assistant – Specialized Academic Instruction	43/01	08/25/2014
Substitute Instructional Assistant – Special Youth Services Series	51/01	08/25/2014

**ANAHEIM UNION HIGH SCHOOL DISTRICT**

501 N. Crescent Way, P.O. Box 3520, Anaheim, California 92803-3520, [www.auhsd.us](http://www.auhsd.us)

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**BOARD OF TRUSTEES**  
**Minutes**  
**Thursday, August 21, 2014**

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**UNADOPTED****1. CALL TO ORDER–ROLL CALL**

Board President Brian O’Neal called the meeting of the Anaheim Union High School District Board of Trustees to order at 3:30 p.m.

Present: Brian O’Neal, president; Anna L. Piercy, assistant clerk; Katherine H. Smith and Al Jabbar, members; Michael B. Matsuda, superintendent; Dianne Poore, Russell Lee-Sung, and Manuel Colón, assistant superintendents; and Jeff Riel, District counsel.

**2. ADOPTION OF AGENDA**

Staff requested the following amendment to the agenda:

- Replace Exhibit EE with revised Exhibit EE, a speech-language pathologist was added under employment

On the motion of Trustee Smith, duly seconded and unanimously carried, following discussion, the agenda was adopted 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.

Annemarie Randle-Trejo, clerk, entered closed session at 3:36 p.m.

**5. RECONVENE MEETING, PLEDGE OF ALLEGIANCE, AND CLOSED SESSION REPORT OUT****5.1 Reconvene Meeting**

The Board of Trustees reconvened into open session at 6:00 p.m.

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

Board President Brian O’Neal led the Pledge of Allegiance to the Flag of the United States of America and provided the moment of silence.

**5.3 Closed Session Report**

Board Clerk Annemarie Randle-Trejo reported the following actions taken during closed session:

- 5.3.1 No reportable action taken regarding public employee performance evaluation, superintendent.
- 5.3.2 No reportable action taken regarding negotiations.
- 5.3.3 No reportable action taken regarding personnel.
- 5.3.4 The Board of Trustees took formal action to appoint Dr. Jaron Fried as principal, Savanna High School.
- 5.3.5 The Board of Trustees took formal action to appoint Dr. Shanna Egans as program administrator I, attendance.
- 5.3.6 The Board of Trustees took formal action to approve the expulsion of the following student:

13-84 under Education Code 48900(c) and 48900(c)(3)

Dr. Fried thanked the Board and staff for this opportunity. He said he is looking forward to leading Savanna High School as its principal. He introduced his family.

## 6. **INTRODUCTION OF GUESTS**

The Board of Trustees recognized our community stakeholders for their interest in the Anaheim Union High School District, for attending our Board meeting, and thanked them for their participation and contribution, as we create an education environment that graduates socially aware, civic-minded students who are college and career ready for the 21<sup>st</sup> century.

In addition, Board of Trustees' President Brian O'Neal introduced Deal Elder, ASTA president.

## 7. **REPORTS**

Deal Elder, ASTA president, said he is revitalized and ready to start the new school year.

## 8. **PUBLIC COMMENTS, OPEN SESSION ITEMS**

- 8.1 Tassy Ruelweler discussed the decision made regarding Kennedy High School softball Coach Sarah Mesa.
- 8.2 Lori Ramirez spoke in support of Kennedy High School softball Coach Sarah Mesa.
- 8.3 Anthony Hinojos also spoke in support of Kennedy High School softball Coach Sarah Mesa.
- 8.4 Skyler Mao said she played softball for Coach Sarah Mesa and enjoyed it.
- 8.5 Kelly Mao stated she is upset concerning the outcome and noted her support for Coach Sarah Mesa.
- 8.6 Amber Grahlman, who coaches at a junior college, spoke on behalf of softball Coach Sarah Mesa and expressed her concerns with the decision made.
- 8.7 Priscilla Mesa spoke in support of softball Coach Sarah Mesa and discussed all of the support the coach has provided to the students.

## 9. ITEMS OF BUSINESS

### BUSINESS SERVICES DIVISION

#### 9.1 *Agreement, Tyler Technologies, Inc.*

##### Background Information:

Currently, the Transportation Department creates bus routes manually using strings and pins on a physical map of the District. The router/scheduler has been doing the routing of students this way for many years. This method of routing was common, but is now antiquated, inefficient, and time consuming. There is also no easy dissemination of information. Having a computerized routing program would allow all employees in the transportation office to view route and student information quickly and accurately from their workstations. Electronic creation of routes, modification of existing routes, and planning for future scenarios will be some of the benefits of computerized software.

Schools currently submit field trip requests in writing using a paper form, which are currently logged into a book kept in transportation. Schools don't know the cost until they receive a billing statement from accounting, making it difficult to plan financially.

##### Current Consideration:

Computerized routing and fieldtrip software is very unique and there are a few comprehensive computerized programs available. They all vary in cost, performance, and functionality. A team consisting of the District controller, accounting manager, chief technology officer, director of transportation, and the router/scheduler have viewed these programs and determined that Versatrans from Tyler Technologies, Inc. is the best transportation management solution for the District.

Field trip requests will be web-based, allowing schools to submit requests electronically, providing estimated costs immediately. Billing will be electronically downloaded to accounting as soon as the driver's actual time has been entered into the program thereby allowing sites to better track costs and available funds. Routing will also be done electronically and be more visible as previously stated. The software is also scalable and additional modules can be added should the District require it in the future.

##### Budget Implication:

There is an initial cost of \$42,159 for both modules, routing and field trip programs, which includes two days of on-site training. There will be an annual maintenance fee starting year two at a cost of \$10,645, which includes future updates and support. Travel and training expenses are at a cost not to exceed \$2,000. (Special Education and General Funds)

##### Action:

On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees approved the purchase of the Versatrans routing and field trip software solution from Tyler Technologies, Inc.

9.2 **Agreement, Stradling, Yocca, Carlson, and Rauth**

Background Information:

On July 17, 2014, the Board of Trustees voted to place a bond measure on the November 2014 ballot for consideration by the voters.

Current Consideration:

The District desires to retain bond counsel in connection with the proposed ballot proposition for the purpose of conducting the necessary legal work as it relates to the bonds as outlined in the agreement.

Budget Implication:

Bond counsel will receive \$45,000 for each of the first two series of bonds and \$42,500 for each subsequent series of bonds. In addition, bond counsel will be reimbursed for any out-of-pocket expenses reasonably incurred in the course of its employment, at a cost not to exceed \$1,500. All fees shall be payable only from proceeds of the bonds. (Bond Funds)

Action:

On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees approved the agreement with Stradling, Yocca, Carlson, and Rauth.

**EDUCATIONAL SERVICES DIVISION**

9.3 **New Board Policy 71500, Title I Programs, Second Reading**

Background Information:

School districts are required to have a Board Policy that addresses the criteria for the implementation of Title I Programs. The Board Policy must also address Title I comparability of services.

Current Consideration:

New Board Policy 71500, Title I Programs, provides guidance for the implementation and administration of the District's Title I Programs, and it includes language to address Title I comparability of services. Section 1118 of the Elementary and Secondary Education Act and model Board Policy from the California School Boards Association served as resources in the development of the new Board Policy. Administrative Regulation 71500, Title I Programs, is also included in the exhibit.

Budget Implication:

There is no impact to the Budget.

Action:

On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees approved the second and final reading of new Board Policy 71500, Title I Programs.

9.4 **Income Agreement, Orange County Superintendent of Schools Cognitive Coaching**

Background Information:

The Orange County Superintendent of Schools has been conducting Cognitive Coaching workshops for approximately the past 12 years. It is a four-day workshop designed to develop the cognitive coaching skills of teachers who serve as professional learning coaches at their schools. This past year, school districts that trained two or more cohorts of site-based coaches included: Orange Unified School District, Huntington Beach Union High School District, and Magnolia School District.

Workshop participants will develop a variety of strategies to help them more effectively coach their fellow teachers, which includes facilitating self-directed learning through reflective questioning and learning to differentiate coaching interactions based on individual needs.

Current Consideration:

Cognitive Coaching training will be offered to the District's lesson design specialists and technology coaches to help them continue to refine how they can best support fellow teachers. Additionally, it will provide them with a variety of coaching strategies that have proven to be effective with adult learners.

Budget Implication:

Although this is an income agreement, the District will not be receiving funds. Services will be provided at a cost not to exceed \$2,400. (Title II Funds)

Action:

On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees approved the income agreement with the Orange County Superintendent of Schools. Services will be provided September 1, 2014, through December 30, 2014.

9.5 **School-Sponsored Student Organization**

Background Information:

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

Current Consideration:

The following school has submitted a school-sponsored student organization application:

Future Homemakers of America-Home Economics Related Occupations (FHA-HERO),  
Walker Junior High School

Budget Implication:

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

Action:

On the motion of Trustee Piercy, duly seconded and unanimously carried, the Board of Trustees approved the school-sponsored student organization application.

**SUPERINTENDENT'S OFFICE**

9.6 **Public Request, Competitive Bid Process**

Background Information:

Under Education Code Section 35145.5 and Board Policy 2408.01, a member of the public may request to place an item on the Board's agenda. The requested item must be directly related to school District business. Board Policy 2408.01 indicates that items placed on the agenda by the public must be submitted in writing to the superintendent at least 10 days prior to the next regular meeting of the governing board, along with all the backup material the person wishes to have considered by the Board.



Current Consideration:

During a public comment at the July 10, 2014, Board of Trustees' meeting, a community member requested that the Board agendaize for discussion issues related to the Board's Resolution calling for a school bond election in November 2014. On July 31, 2014, the community member provided written clarification regarding the request. Specifically, the community member requested to agendaize for discussion that in relation to construction contracts related to the Classroom and School Safety Bond, should it pass in November 2014, the Board will consider "a provision whereby all contractors and subcontractors as part of the competitive bid process, to include local resident and veteran's preference in hiring." The competitive bid process and construction contracts are directly related to school District business. Accordingly, this item has been placed on the Board's agenda.

Budget Implication:

There are no identified implications at this time.

Action:

The Board of Trustees officially received the public request; looked to the audience for anyone wishing to discuss this item. There was no public discussion; however, the Board of Trustees briefly discussed this item.

10. **CONSENT CALENDAR**

On the motion of Trustee Jabbar, duly seconded and unanimously carried, the Board of Trustees approved all consent calendar items, with the exception of items 10.7, 10.13, and 10.19 pulled by Trustee Randle-Trejo.

**BUSINESS SERVICES DIVISION**

10.1 **Piggyback Bids, Purchase through Public Corporation or Agency**

Background Information:

The District's Food Services Department provides breakfast and lunch at all junior and senior high school sites of the Anaheim Union High School District and the 25 elementary school sites of Anaheim City School District. After-school supplements are provided to area eligible sites for after-school enrichment programs administered through Anaheim Achieves. The District's Food Services Department has the need to purchase food products throughout the school year to provide these services. Per Public Contract Code Section 20118, school districts are allowed to acquire various products by participating in an existing contract of another public entity, which is called piggybacking.

Current Consideration:

It has been determined that the following bids can be utilized to acquire these products at their best value by exercising the piggyback option:

1. Torrance Unified School District RFP #01-6.30.11, awarded to Gold Star Foods, for the procurement of frozen food and government commodity food products for the 2014-15 year. The projected cost for the procurement of frozen food products will be \$4,000,000.
2. Murrieta Valley COOP RFP #P-022213, fresh and processed produce awarded to Gold Star Foods for the 2014-15 year. The projected cost for the procurement of fresh and processed produce will be \$4,000,000.

3. South Bay Purchasing Cooperative RFP #F11-12.2, fresh bread items awarded to Gold Star Foods for the 2014-2015 year. The projected cost for the procurement of fresh bread items will be \$270,000.

Budget Implication:

By piggybacking on another school district's existing bid, the District can take advantage of lower costs with pricing opportunities made possible through economy of scale and also avoid the time and expense of the public bid process. (Cafeteria Funds)

Action:

The Board of Trustees approved the use of the piggyback bid option for purchase of frozen foods, fresh bread items, and fresh and processed produce for the District's Food Service Department procurement needs, July 1, 2014, through June 30, 2015.

10.2 **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 in accordance with Education Code Section 60510 et al.

10.3 **Donations**

Action:

The Board of Trustees accepted the donations as submitted.

10.4 **Check Register/Warrants Report**

Action:

The Board of Trustees ratified the check register/warrants report, July 1, 2014, through August 11, 2014.

10.5 **Purchase Order Detail Report**

Action:

The Board of Trustees ratified the Purchase Order Detail Report, July 1, 2014, through August 11, 2014.

10.6 **Supplemental Information**

10.6.1 ASB Report, May 2014

10.6.2 Cafeteria Report, May and June 2014

**EDUCATIONAL SERVICES DIVISION**

10.7 **Membership, Accrediting Commission for Schools, Western Association of Schools and Colleges**

Background Information:

The accreditation process is managed by the Western Association of Schools and Colleges (WASC), which is responsible for authorizing a school's certification. Accreditation is vital to a school's certification, as it is required for its courses and diplomas to be recognized by

colleges and universities. Students of schools that do not receive accreditation will not have their coursework accepted by institutions of higher education.

Current Consideration:

School districts are required to pay a yearly WASC annual membership fee for all schools seeking candidacy or accreditation. Each school is granted a term of accreditation by WASC and must complete a WASC self-study review prior to the conclusion of their term of accreditation. For the 2014-15 year, no District school will be participating in the self-study review process for accreditation. Invoices for annual membership fees have been received for the following schools:

Anaheim Community Day School	Six year accreditation through June 2015
Anaheim High School	Six year accreditation through fall 2014
Cypress High School	Six year accreditation through spring 2016
Gilbert High School	Six year accreditation through June 2019
Katella High School	Three year accreditation through June 2015
Kennedy High School	Six year accreditation through June 2016
Loara High School	Six year accreditation through June 2018
Magnolia High School	Six year accreditation through June 2019
Oxford Academy	Six year accreditation through June 2015
Polaris High School	Six year accreditation through spring 2015
Savanna High School	Three year accreditation through June 2015
Western High School	Six year accreditation through June 2018

Budget Implication:

The annual installment for 2014-15 is \$820 per site. The annual installment for 2013-14 was \$810 per site. (General Funds)

Action:

On the motion of Trustee Piercy, duly seconded and unanimously carried, following discussion, the Board of Trustees approved payment of the annual membership fees to the Accrediting Commission for Schools to provide certification services for all Anaheim Union High School District high schools for the period of August 22, 2014, through June 30, 2015.

10.8 **Contract, WestEd**

Background Information:

The District has a three-year memorandum of understanding (MOU) with WestEd to provide services, which began in the 2012-13 year and will conclude on September 1, 2015. WestEd is conducting a research project on strategies to improve student achievement results. Selected teachers of English language arts, biology, and U.S. History have been receiving training on the implementation of the Reading Apprenticeship and Improving Secondary Education (RAISE) program. Teachers participating in the program will each receive a \$3,000 stipend. The total estimated value of all services to the District is over \$200,000.

Current Consideration:

In addition to the services provided under the MOU, the selected teachers will receive an additional 12 days of coaching on the implementation of the RAISE program.

Budget Implication:

The costs for these services are not to exceed \$30,000. (Title I Funds)

Action:

The Board of Trustees approved the MOU with WestEd. Services will be provided October 14, 2014, through January 29, 2015.

10.9 **Contract Agreement Amendment, Apex Learning Inc.**

Background Information:

Apex Learning, Inc. has provided the digital curriculum for the Independent Learning Center (ILC) at Anaheim High School and the Apex Credit Recovery labs at each of the comprehensive high schools since 2010. The Apex digital curriculum allows students to access a broad range of UC-approved courses at any time of day and to work from home, school, or anywhere they have internet access. It allows teachers to manage and collect student work, provide access to real-time data, and provide students with performance feedback. To date, over 6,000 students have been served through the ILC and the Apex Credit Recovery Labs, which has contributed to a higher graduation rate for each of the participating high schools.

Current Consideration:

Over the next several years, the District will expand the ILC model to each of the comprehensive high schools. In addition, the District will maintain the after-school Apex credit recovery program at each comprehensive high school and Gilbert High School. The current Apex Learning, Inc. agreement was approved on July 14, 2011, which expired on July 31, 2014. This amendment to the agreement maintains the terms and conditions of the current agreement, with the exception of extending the licenses for three additional years and increasing the total number of District licenses from 1,000 to 1,800. It also includes all existing and future tools and resources, as well as on-going technical support.

Budget Implication:

The three-year Apex Learning Inc. contract agreement amendment is for \$456,582, which includes the cost of the licenses and three days of onsite professional development. The payment schedule divides the total cost into three annual payments of \$152,194 each. (General Funds)

Action:

The Board of Trustees approved the contract agreement amendment; the term will be August 21, 2014, through August 20, 2017.

10.10 **Services Agreement Amendment, Chapman University**

Background Information:

The District and Chapman University are collaborating for a second time on a federally funded California Mathematics and Science Partnership (CaMSP) research grant. The goals of the grant are to: 1) deepen science teachers' subject matter competency; 2) familiarize teachers with the Next Generation Science Standards (NGSS); and 3) provide instructional pedagogy on performance-based lesson design. The Chapman University services agreement was Board approved on May 8, 2014, for a total of \$218,890, for the 2014-15 year (Cycle One).

Current Consideration:

The prior approved amount reflected a discrepancy in the services to be delivered by Chapman University, which included paying for Public Works evaluation and services. Public Works serves as the state and local evaluator for the District and will support the District by assisting with statewide evaluation and local evaluation. Public Works also assists with data collection support in administration of teacher content assessment and data requests.

Therefore, we are requesting to amend the prior agreement to reflect the correction of the amount from \$218,890 to \$201,612.

Budget Implication:

The Chapman University services agreement is for \$201,612 for Chapman University expenses for Cycle One of the grant. (CaMSP, Cohort 10, Cycle One Funds)

Action:

The Board of Trustees approved the amended services agreement. The Cycle One grant term is January 1, 2014, through September 30, 2015.

10.11 **Educational Consulting Agreement, Vital Link**

Background Information:

For the past twelve years, the District has partnered with Vital Link as it facilitated Career Technical Education (CTE) advisory boards. Kathy Johnson, executive director of Vital Link, has coordinated and facilitated the industry panels and activities for the following industry pathways: culinary arts, education, finance and business, health science, information technology, marketing, media and entertainment, public services, and transportation.

Current Consideration:

In an effort to continue the aforementioned initiative, the District has an interest in partnering with Vital Link. Kathy Johnson will focus on the expansion of industry involvement on the advisory boards, and assist faculty in the development of ongoing industry and educational partnerships, as well as resources. Ms. Johnson will also assist in the coordination of the interactive career exploration portion of the District's annual College and Career Fair.

Budget Implication:

The costs for these services are not to exceed \$10,750. (Perkins Funds)

Action:

The Board of Trustees approved the educational consulting agreement with Vital Link. Services will be provided September 1, 2014, through August 31, 2015.

10.12 **Educational Consulting Agreement, Language Network, Inc.**

Background Information:

The English learner program provides translation and interpretation services for languages that are the highest in demand in the District. There are many families, however, who speak languages that the District is not able to support. These families require periodic translation and/or interpretation services in additional languages to assist with health, safety, and mandated educational issues. The Language Network provided translation and interpretation services in the 2013-14 year in Hindi, Urdu, Samoan, Tongan, Pashtu, Arabic, Vietnamese, and Mandarin Chinese.

Current Consideration:

The Language Network will continue to provide translation and interpretation services as needed. Services include parent interpretation support in meetings, and the translation of written documents, primarily for Individualized Education Plan (IEP) meetings.

Budget Implication:

The cost for services is not to exceed \$15,000, which is the same as last year's cost.  
(General Funds)

Action:

The Board of Trustees ratified the educational consulting agreement with Language Network, Inc. Services are being provided August 1, 2014, through July 31, 2015.

10.13 **Grant Agreement, California Academic Partnership Program (CAPP), Savanna High School**

Background Information:

Savanna High School applied and was selected for the California Academic Partnership Program (CAPP) sponsored by the Trustees of the California State University in the 2013-14 year. The school participated in a rigorous application process and was selected to participate in the CAPP grant. The purpose of this capacity-building grant was to develop a District system that supports seamless transitions to college, utilizing the Common Core State Standards and Assessments. The previous CAPP grant provided teacher professional development funding for additional planning days and substitute costs to achieve CAPP grant objectives.

Current Consideration:

Savanna High School was again selected to receive the CAPP grant. This agreement will provide Savanna High School with up to \$10,000 in funds to form a partnership with Cypress College, Fullerton College, and California State University, Fullerton, for the purpose of articulation around implementation of the Common Core State Standards and Smarter Balanced Assessment Consortium (SBAC) assessments.

Budget Implication:

There is no fiscal impact to the District.

Action:

On the motion of Trustee Piercy, duly seconded and unanimously carried, following discussion, the Board of Trustees ratified the agreement with the California Academic Partnership Program for Savanna High School. Services are being provided June 1, 2014, through June 30, 2015.

10.14 **Agreement, Orange County Department of Education, Medi-Cal Administrative Activities (MAA)**

Background Information:

The goal of Medi-Cal Administrative Activities (MAA) is to improve the availability and accessibility of Medi-Cal services to Medi-Cal eligible and potentially eligible individuals and families, where appropriate. The District is reimbursed for providing some Medi-Cal eligible services to Medi-Cal eligible students. To receive reimbursement for the services, the California Welfare and Institution Code Section 14132.47 (c) (1) requires that the Department of Health Services enter an agreement with the Local Educational Consortium to administer the program. The Orange County Department of Education serves as the Local Educational Consortium on behalf of all Orange County school districts.

Current Consideration:

The MAA Participation Agreement effectuates reimbursements to local education agencies for Medi-Cal eligible services. The Orange County Department of Education will administer the MAA program for our District.

Budget Implication:

The District will pay the Orange County Superintendent of Schools a fee not to exceed a five percent per quarterly claim of the state participation fee. (Medi-Cal Funds)

Action:

The Board of Trustees ratified the agreement with the Orange County Superintendent of Schools. Services are being provided July 1, 2014, through June 30, 2015.

10.15 **Grant Award, Tobacco Use Prevention Education (TUPE) Tier 2**

Background Information:

The District has previously been a member of a Tobacco Use Prevention Education (TUPE) consortium grant that was managed by the Orange County Department of Education (OCDE). The current grant concluded on June 30, 2014, and the District has chosen not to reapply with the same consortium.

Current Consideration:

In an effort to create a continuous level of support from grades 6-12, for the next grant cycle (2014-17), the District will act as the lead fiscal agency and collaborate with the Anaheim City School District (ACSD). The District recently received notification that the TUPE grant application for the ACSD and AUHSD consortium was approved for \$1,850,094 for the term of the grant (2014-17). The grant is targeted for grades 6-12 and mandates that curriculum, specific to the appropriate grade levels, is taught at participating schools, including 24 ACSD elementary sites, as well as all District comprehensive schools, Gilbert and Polaris high schools, as well as Community Day School. Youth development activities related to tobacco and e-cigarette cessation and prevention are expected by each participating school in addition to ongoing prevention education for students and parents.

Budget Implication:

There is no cost to the District.

Action:

The Board of Trustees ratified the award, as lead agency, for the Tier 2 TUPE grant in the amount of \$1,850,094. Services are being provided July 1, 2014, through June 30, 2017.

10.16 **Service Agreement, Anaheim Family YMCA**

Background Information:

The 21<sup>st</sup> Century Community Learning Centers Program Grant is administered through the Anaheim Achieves program offered by the Anaheim Family YMCA (YMCA). Currently, Loara, Magnolia, Anaheim, Katella, and Western high schools have the after-school program at their sites. The program offers students a safe environment while providing a place and space to complete homework, recover credits, engage in physical exercise, and interact with other students. The YMCA has disbursed funds (\$90,000) to the District for the past two years in exchange for direct services provided by the District to the Anaheim Achieves program.

Current Consideration:

The YMCA wishes to continue to contract with the District to provide services, which will provide a seamless integration of the District's educational programs and Anaheim Achieves' programs. These programs include site visits to provide feedback related to Response to Instruction and Intervention (RtI<sup>2</sup>), mentoring and coaching for Anaheim Achieves staff by District personnel, as well as a District designated consultant to serve as a resource to the YMCA. The District and the YMCA have agreed to use \$48,000 of the previous funding to

provide Science, Technology, Engineering and Mathematics (STEM) curriculum and instructional programs during the 2014-15 year, leaving \$42,000 for direct services to the Anaheim Achieves program.

Budget Implication:

The District will receive \$42,000 for direct services to the Anaheim Achieves program. (YMCA Funds)

Action:

The Board of Trustees approved the service agreement with the Anaheim Family YMCA. Services will be provided August 22, 2014, through June 30, 2015.

10.17 **Transportation Agreements, Speech and Language Development Center**

Background Information:

Under the Individuals with Disability Education Act, the District is obligated to provide transportation services to special education students that require transportation to receive a free and appropriate public education. Our Transportation Department safely and effectively transports approximately 700 special education students on any given school day. In rare circumstances, a student's needs are such that our Transportation Department is not able to safely, or efficiently, transport the student. In those circumstances, alternative forms of transportation are provided through contracted services or through reimbursing parents the cost incurred in transporting their child. These alternative forms of transportation are permitted under the Education Code and federal law. Due to student confidentiality, the transportation agreements are redacted with limited information provided regarding the student or family.

10.17.1 Current Consideration:

The Board of Trustees was requested to ratify the transportation agreement to pay the parent of a special education student attending the Speech and Language Development Center, located at 8699 Holder, Buena Park, CA 90620, for round trip daily transportation, July 7, 2014, through August 1, 2014.

Budget Implication:

The costs are not to exceed \$104.40. (Special Education Funds)

10.17.2 Current Consideration:

The Board of Trustees was requested to approve the transportation agreement to pay the parent of a special education student attending the Speech and Language Development Center, located at 8699 Holder, Buena Park, CA 90620, for round trip daily transportation, September 3, 2014, through June 19, 2015,

Budget Implication:

The costs are not to exceed \$939.60. (Special Education Funds)

Action:

The Board of Trustees approved/ratified the transportation agreements to the Speech and Language Development Center.

10.18 **Individual Service Contracts**

Action:

The Board of Trustees approved/ratified the individual service contracts as submitted. (Special Education Funds)



10.19 **Instructional Materials Submitted for Adoption**

The Board of Trustees was requested to adopt the selected materials for display, which were recommended by the Instructional Materials Review Committee, for basic and supplemental courses in science, math, English, and special education. Before the materials can be approved for adoption, they must be made available for public review. The Board of Trustees will be requested to consider adoption of the materials following the end of the period of public display, August 21, 2014, through September 4, 2014.

Action:

On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, following discussion, the Board of Trustees adopted the selected materials.

10.20 **Field Trip Report**

Action:

The Board of Trustees approved/ratified the field trip report as submitted.

**HUMAN RESOURCES DIVISION**

10.21 **Public Disclosure of Assistant Superintendent's Contract**

Background Information:

The Board of Trustees appointed Manuel Colón as assistant superintendent, Educational Services, and approved his employment agreement at a special meeting on July 17, 2014.

Current Consideration:

This item is to publically disclose the assistant superintendent's employment contract for the period of July 18, 2014, through June 30, 2016.

Budget Implication:

The assistant superintendent's salary is a budgeted expenditure and was previously approved at the Board meeting of July 17, 2014. The disclosure of the employment contract has no impact on the District's budget.

Action:

The Board of Trustees officially received the employment agreement.

10.22 **Agreement, California State University, Long Beach**

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. Intern agreements permit university students to provide services to District students as a paid employee of the District. The District has had various student teaching and intern agreements in place with California State University, Long Beach (CSULB), since 2003.

Current Consideration:

The intern agreement with CSULB is a new agreement. University students will meet with school site master teachers to be involved in the students' preparation for internship. Master teachers will model to the student teacher effective planning, instruction, and management strategies, as well as discuss these strategies with the intern teacher. Additionally,

professional attire, development, and conduct will be reviewed. The agreement will be effective August 1, 2014, and will continue unless terminated by either party.

Budget Implication:

The services are provided as a budgeted annual expense. Intern teachers will be placed on the Teacher Salary Schedule according to District policies regarding previous experience and/or education. (General Funds)

Action:

The Board of Trustees ratified the agreement with CSULB.

10.23 **Agreement, California State University, Fullerton**

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. Intern agreements permit university students to provide services to District students as a paid employee of the District. The District has had various student teaching and intern agreements in place with California State University, Fullerton (CSUF), since 2003.

Current Consideration:

The intern agreement with CSUF is a new agreement. University students will meet with school site master teachers to be involved in the students' preparation for internship. Master teachers will model to the student teacher effective planning, instruction, and management strategies, as well as discuss these strategies with the intern teacher. Additionally, professional attire, development, and conduct will be reviewed. The agreement will be effective August 21, 2014, through June 30, 2019.

Budget Implication:

The services are provided as a budgeted annual expense. Intern teachers will be placed on the Teacher Salary Schedule according to District policies regarding previous experience and/or education. (General Funds)

Action:

The Board of Trustees ratified the agreement with CSUF.

10.24 **Agreement, Parker & Covert, LLP**

Background Information:

The Board of Trustees approved an increase to the attorney-client retainer agreement with Parker & Covert, LLP, for the 2013-14 year on January 23, 2014, for specific legal consultation and services, which are not provided by attorneys at the Orange County Department of Education, at a cost not to exceed \$350,000. The services are typically related to personnel management and personnel-related litigation.

Current Consideration:

Due to several major on-going legal issues currently pending from current and previous years, staff has ascertained that an increase to the amount of the 2013-14 agreement by an additional \$6,300, for a total amount not to exceed \$356,300, is needed.

Budget Implication:

Increase the amount of the 2013-14 agreement by an additional \$6,300. (General Funds)

Action:

The Board of Trustees approved the 2013-14 agreement with Parker & Covert, LLP to reflect an increase of \$6,300, for a total amount not to exceed \$356,300.

10.25 **Certificated Personnel Report**

Action:

The Board of Trustees approved/ratified the certificated personnel report as submitted.

10.26 **Classified Personnel Report**

Action:

The Board of Trustees approved/ratified the classified personnel report as submitted.

**SUPERINTENDENT'S OFFICE**

10.27 **Board of Trustees' Meeting Minutes**

10.27.1 July 10, 2014, Regular Meeting and Continuance of Meeting, July 17, 2014

10.27.2 July 17, 2014, Special Meeting

10.27.3 August 5, 2014, Special Meeting

Action:

The Board of Trustees approved the minutes as submitted.

11. **SUPERINTENDENT AND STAFF REPORT**

Mrs. Poore introduced Chris Telarico, transportation director.

Mr. Colón introduced his parents.

12. **BOARD OF TRUSTEES' REPORT**

Trustee Jabbar congratulated staff on the Leadership Advance and added that the District is off to a great start.

Trustee Smith noted her attendance at the Leadership Advance and said she truly enjoyed the presentation by Kelly Gallagher.

Trustee Piercy expressed her enthusiasm for the presentation by Kelly Gallagher at the Leadership Advance. She reported her attendance at the City of Cypress/AUHSD Liaison Meeting, Insurance Committee meeting, and ROP meeting.

Trustee Randle-Trejo stated she enjoyed her attendance at the Leadership Advance and Islamic Institute of Orange County (IIOC) in Anaheim. She added that she took her daughter to Temple University in Pennsylvania.

Trustee O'Neal shared his disappointment for missing the Leadership Advance due to his vacation.

13. **ADVANCE PLANNING**

13.1 **Future Meeting Dates**

The next regular meeting of the Board of Trustees will be held on Thursday, September 4, 2014, at 6:00 p.m.

Tuesday, September 23  
Thursday, October 16

Thursday, November 6  
Thursday, December 11

13.2 **Suggested Agenda Items**

There were no suggested agenda items.

14. **ADJOURNMENT**

On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees adjourned the meeting at 6:50 p.m.

Approved \_\_\_\_\_  
Clerk, Board of Trustees

**ANAHEIM UNION HIGH SCHOOL DISTRICT  
FACILITIES CORPORATION**

*501 N. Crescent Way, P.O. Box 3520, Anaheim, California 92803-3520*

**BOARD OF DIRECTORS  
Minutes  
Thursday, August 21, 2014**

**UNADOPTED**

**1. CALL TO ORDER–ROLL CALL**

Brian O’Neal called the meeting of the Anaheim Union High School District Facilities Corporation Board of Directors to order at 6:51 p.m.

Present: Brian O’Neal, Annemarie Randle-Trejo, Anna L. Piercy, Katherine H. Smith, Al Jabbar, Michael B. Matsuda, Dianne Poore, Russell Lee-Sung, Manuel Colón, and Jeff Riel.

**2. ADOPTION OF AGENDA**

On the motion of Director Smith, duly seconded and unanimously carried, the agenda was adopted.

**3. PUBLIC COMMENTS**

There were no requests to speak.

**4. PLEDGE OF ALLEGIANCE**

Brian O’Neal led the Pledge of Allegiance to the Flag of the United States of America.

**5. ITEM OF BUSINESS**

**Annual Report of the Anaheim Union High School District Facilities Corporation and Program Status Report**

Background Information:

In July of 1999, the District’s Board of Trustees approved the formation of the Anaheim UHSD Facilities Corporation (the “Corporation”). The primary purpose of the Corporation is to serve as lessor under the District’s Certificates of Participation financings.

The District issued its 1999 School Facility Bridge Funding Program Certificates in September of 1999 (the “1999 COPs”). The 1999 COPs were restructured under the 2012 School Facility Bridge Restructuring Program (the “2012 COPs”) in January of 2012.

In order to keep the Corporation active, the Board of Directors of the Anaheim UHSD Facilities Corporation must hold an annual meeting. This meeting meets the legal requirements for the maintenance of the Corporation.

Current Consideration:

Since the District has no project funds in the 2012 Program, there is no project status update to report. Please note that the District’s debt service payments under the 2012 Program have been deferred until December 1, 2014. As such, the District has no debt service payments at this time. The District’s interest rate is fixed at 2.01 percent until December 1, 2014, under the 2012 Program with Wells Fargo Bank.

Budget Implications:

There is no impact to the budget.

Action:

The Board of Directors received the information.

6. **ADJOURNMENT**

On the motion of Director Jabbar, duly seconded and unanimously carried, the Board of Trustees adjourned the meeting at 6:52 p.m.

Approved \_\_\_\_\_  
Board of Directors

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

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**BOARD OF TRUSTEES**  
**Special Meeting Minutes**  
**Thursday, August 28, 2014**

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**UNADOPTED**

**1. CALL TO ORDER–ROLL CALL**

Board President Brian O’Neal called the special meeting of the Anaheim Union High School District Board of Trustees to order at 4:32 p.m.

Present: Brian O’Neal, president; Annemarie Randle-Trejo, clerk; Anna L. Piercy, assistant clerk; Katherine H. Smith and Al Jabbar, members.

**2. ADOPTION OF AGENDA**

On the motion of Trustee Piercy, duly seconded and unanimously carried, the agenda was adopted.

**3. PUBLIC COMMENTS, CLOSED SESSION ITEM**

There were no requests to speak.

**4. PLEDGE OF ALLEGIANCE**

Board President Brian O’Neal led the Pledge of Allegiance to the Flag of the United States of America.

**5. CLOSED SESSION**

The Board of Trustees entered closed session at 4:33 p.m.

**6. RECONVENE MEETING AND REPORT OUT**

**6.1 Reconvene Meeting**

The Board of Trustees reconvened into open session at 6:31 p.m.

**6.2 Closed Session**

Board Clerk Annemarie Randle-Trejo reported the following action taken during closed session:

No reportable action taken regarding anticipated litigation.

**7. ADJOURNMENT**

On the motion of Trustee Piercy, duly seconded and unanimously carried, the Board of Trustees adjourned the meeting at 6:31 p.m.

Approved \_\_\_\_\_  
Clerk, Board of Trustees