

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

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

NOTICE OF REGULAR MEETING

Date: January 7, 2022

To: Al Jabbar, P.O. Box 3520, Anaheim, CA 92803-3520
Brian O'Neal, P.O. Box 3520, Anaheim, CA 92803-3520
Katherine H. Smith, 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

Orange County Register, 1771 S. Lewis, Anaheim, CA 92805
Anaheim Bulletin, 1771 S. Lewis, Anaheim, CA 92805
Los Angeles Times, 1375 Sunflower, Costa Mesa, CA 92626
Event News, 9559 Valley View Street, Cypress, CA 90630

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

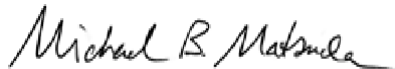
Thursday the 13th day of January 2022

As a courtesy to the community, members of the public may observe the meeting by
livestream on the District's YouTube channel at
<https://bit.ly/2KEiCDA>.

Individuals requesting interpretation should contact the executive assistant to the
superintendent at morales_p@auhsd.us by 5:00 p.m. on Tuesday, January 11, 2022,
to allow reasonable arrangement to ensure interpretation services.

Closed Session–3:30 p.m.

Regular Meeting–6:00 p.m.



Michael B. Matsuda
Superintendent

BOARD OF TRUSTEES
Agenda
Thursday, January 13, 2022
Closed Session- 3:30 p.m.
Regular Meeting-6:00 p.m.

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Individuals requesting interpretation should contact the executive assistant to the superintendent at morales_p@auhsd.us by 5:00 p.m. on Tuesday, January 11, 2022, to allow reasonable arrangement to ensure interpretation services.

Some items on the agenda of the Board of Trustees' meeting include exhibits of supportive and/or background information. 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.

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 morales_p@auhsd.us by 5:00 p.m. on Tuesday, January 11, 2022, to allow for reasonable arrangements to ensure accessibility to the meeting.

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|----|--|-------------------------|
| 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 is limited to a total of 20 minutes. Board members cannot immediately respond to public comments, as stated on the speaker request form.

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

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

- | | |
|-----|---|
| 4.1 | To consider matters pursuant to Government Code Section 54957: Public employee performance evaluation, superintendent. |
| 4.2 | To consider matters pursuant to Government Code Section 54957.6: Conference with labor negotiators Mr. Matsuda, Dr. Fried, Dr. Nien, and Mr. Jackson 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), California School Employees Association (CSEA), and Mid-Managers Association (MMA). |

- 4.3 To consider matters pursuant to Government Code Section 54957: Public employee discipline/dismissal/release.
- 4.4 To consider matters pursuant to Government Code Section 54957: Public employee discipline/dismissal/release, HR-2021-22-06. **[CONFIDENTIAL]**
- 4.5 To consider matters pursuant to Government Code Section 54957: Public employee discipline/dismissal/release, HR-2021-22-07. **[CONFIDENTIAL]**
- 4.6 To consider matters pursuant to Government Code Section 54957: Public employee discipline/dismissal/release, HR-2021-22-08. **[CONFIDENTIAL]**

5. **RECONVENE MEETING, PLEDGE OF ALLEGIANCE, AND CLOSED SESSION REPORT OUT** **INFORMATION ITEMS**

5.1 **Reconvene Meeting**

The Board of Trustees will reconvene into open session.

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

Student Representative to the Board of Trustees Abdullah Fattahi 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**

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

6. **RECOGNITIONS** **INFORMATION ITEMS**

6.1 **Carlston Family Foundation Award, Julieanne Reall**

The Board of Trustees and the Carlston Family Foundation will honor Julieanne Reall, Anaheim High School teacher, for being selected as one of five 2021 Outstanding Teachers of America. Ms. Reall was honored at the Carlston Family Foundation's 19th Annual Awards Ceremony on November 13, 2021. The selection of the award winning California teachers was based on nominations by former students who are currently attending or have graduated from four-year colleges and universities, and who believe their former teachers had a significant, positive and lasting impact on their lives, both personally, as well as academically. Honorees received a cash award, which included a \$5,000 grant to be distributed to the honoree's school site.

6.2 **Loara High School Division, XIV Southern Section CIF Boys' Football Champions**

Background Information:

The Board of Trustees will recognize the Loara High School Varsity Football Team, for their outstanding performance in becoming the Division Fourteen CIF Football Champions. The team secured Loara's first football championship since 1979 with a 14-12 win over Rialto High School at Glover Stadium. The team is led by its hard-working senior class. The accomplishment has brought enthusiasm and pride to the campus, community, parents, and alumni.

6.3 **Honor Outgoing Board President**

The Board of Trustees will honor Trustee Piercy for her service as Board president from December 2020 through December 2021.

7. **REPORTS**

INFORMATION ITEMS

7.1 **Student Representative's Report**

Abdullah Fattahi, student representative to the Board of Trustees, will report on student activities throughout the District.

7.2 **Student Speakers**

Any Anaheim Union High School District student in the audience who wishes to speak to the Board of Trustees may do so at this time. Students wishing to address the Board of Trustees should complete a student 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. Students wishing to speak at this time are limited to three minutes. Board members cannot immediately respond to student comments, as stated on the speaker request form. Students may also choose to speak during the Public Comment section of the agenda instead of at this time; however, they may only speak once per topic during the meeting.

7.3 **Reports of Associations**

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

7.4 **Parent Teacher Student Association (PTSA) Report**

PTSA representatives present will be invited to address the Board of Trustees.

8. **PRESENTATIONS**

INFORMATION ITEMS

8.1 **Anaheim High School, Biotechnology Pathway**

Background Information:

Anaheim High School and Sycamore Junior High School have developed a world-class Biotechnology Career Pathway to prepare students for careers in this growing industry. The District has leveraged its Anaheim Union Educational Pledge partnerships with Fullerton College and the TGR Foundation to support students with coursework, enrichment activities, and dual enrollment courses to develop a school to career pathway for students.

Current Consideration:

Staff from the District and Anaheim High School will present to the Board of Trustees an update on the Biotechnology Career Pathway at Anaheim High School and Sycamore Junior High School.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

Although this is an information item only, requiring no formal action by the Board of Trustees, it is recommended that the Board officially receive the information.

8.2 **Public Hearing, Trustee Area Maps**

Background Information:

Following comprehensive study and community input, the District transitioned to a by-trustee area election method in 2014. Education Code Section 5019.5 requires the District to adjust trustee area boundaries so they are proportional to the number of Trustees and overall population of the District based on the decennial federal census. The adjustment must be based on 2020 population figures validated by the Demographic Research Unit of the Department of Finance (DOF) and completed by March 1, 2022. At its September 14, 2021, Board meeting, the Trustees approved an agreement with Cooperative Strategies, LLC to assist with the decennial boundary adjustment process.

Current Consideration:

As part of the process to adjust Trustee area maps based on the 2020 census, Cooperative Strategies has collected community input through online submissions and moderating a virtual community meeting. The community meeting was held on Zoom on December 16, 2021, and is available for viewing on the District's website and YouTube channel. Members of the community were invited to receive information, ask questions, and provide input regarding the proposed boundary adjustment maps. Tonight is another opportunity for the community to provide both written and oral information to the Board. In addition, a representative from Cooperative Strategies will share a summary of the input that was obtained during the community input process. The Board's discussion and decision to adopt a specific Trustee area map is scheduled to occur during the Board meeting in February.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

Although this is an information item only, requiring no formal action by the Board of Trustees, it is recommended that the Board open a public hearing and receive the information.

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

RESOLUTIONS

10.1 **Resolution No. 2021/22-HR-03, National School Counseling Week** **ACTION ITEM** **(Roll Call Vote)**

Background Information:

National School Counseling Week focuses public attention on the unique contribution of professional school counselors and how students benefit as a result of what school counselors do. National School Counseling Week highlights the tremendous impact school counselors can have in helping students achieve school success and plan for a career. The special week honors school counselors for being actively engaged in helping students examine their abilities, strengths, interests, and talents; working in a partnership with parents as they encounter the challenges of raising children in today's world; focusing on positive ways to enhance students' social/personal, educational and career development; as well as working with teachers and other educators to provide an educational system where students can realize their potential and set healthy, realistic, and optimistic aspirations for themselves. Professional school counselors are certified, experienced educators with a master's degree in guidance and counseling. The combination of their training and experience makes them an integral part of the total educational program.

Current Consideration:

Resolution No. 2021/22-HR-03, National School Counseling Week, declares the week of February 7, 2022, through February 11, 2022, as National School Counseling Week throughout the Anaheim Union High School District. Counselors will be recognized for their dedication and hard work in preparing our students for success in the future.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2021/22-HR-03, National School Counseling Week, by a roll call vote. **[EXHIBIT A]**

EDUCATIONAL SERVICES

10.2 **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 school-sponsored student organization applications:

10.2.1 Turning Point USA, Oxford Academy **[EXHIBIT B]**

10.2.2 Gender and Sexuality Alliance (GSA), Brookhurst Junior High School **[EXHIBIT C]**

10.2.3 Lancer Karaoke Club, Dale Junior High School **[EXHIBIT D]**

10.2.4 Art, Anime, and Drawing Club, Lexington Junior High School **[EXHIBIT E]**

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.

BUSINESS SERVICES

10.3 **Agreement, Monahan Law Office**

ACTION ITEM

Background Information:

The District is a government employer that provides a self-insured health plan (governed by the Internal Revenue Services) to its employees and eligible dependents. As a government employer, unlike non-governmental employers, the District is not bound to the provisions of The Employee Retirement Income Security Act of 1974 (ERISA); whereby, employers are required to provide participants with plan information about plan features and funding; fiduciary responsibilities for those who manage and control plan assets; requires plans to establish a grievance and appeals process for participants to get benefits for their plans. However, Treasury Regulations Section 1.105-11(b) requires that self-insured plans be a separate written plan (Plan Document and Summary Plan Description) that explains the plan's benefits, exclusions, eligibility, etc., and be distributed to covered employees.

Current Consideration:

The agreement, effective January 13, 2022, will allow Monahan Law Office to assist the District with preparing an updated Plan Document and Summary Plan Description for its self-insured group health plan.

Budget Implication:

Costs for the development of the Plans are not expected to exceed \$5,000, and are charged at a fixed hourly rate. (General Fund)

Staff Recommendation:

It is recommended that the Board of Trustees approve the agreement with Monahan Law Office. **[EXHIBIT F]**

10.4 **Consulting Agreement, Eric Hall & Associates**

ACTION ITEM

Background Information:

Eric Hall & Associates (EH&A) is an independently established business providing services to local educational agencies. EH&A provides facility planning and construction management, financial, and organizational solutions. Powered by former top superintendents and administrators for K-12 districts from across California, the team offers expertise in long-range facilities master plans, architect, and demographic consultant selection, classroom and school site enrollment capacity analysis, real estate advice, acquisition, and site analysis, budgeting and funding solutions, as well as human resources studies and training programs.

Current Consideration:

The District has an interest in consulting services with EH&A for classroom and school site enrollment capacity analysis. EH&A will provide services as follows.

Phase I: Evaluation criteria and data collection.

Phase II: Establishing and facilitating the Superintendent's Advisory Committee on school consolidation.

Budget Implication:

The services provided by EH&A shall be compensated at a time and expense basis and services, at a cost not to exceed \$25,000 for the first phase, plus travel expenses. Services will commence on January 14, 2022. (General Fund)

Staff Recommendation:

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

10.5 **Consulting Agreement, Terris Barnes Walters Boigon Heath Lester, Inc.** **ACTION ITEM**

Background Information:

California campaign law states that a governing board has the implicit power to make reasonable expenditures for the purpose of giving voters relevant facts to aid them in reaching an informed judgment when voting upon a proposal. In an effort to assist the Board of Trustees in the decision to consider a potential ballot measure for a general obligation bond, services from communications firms were solicited. Proposals were solicited and reviewed by staff, followed by interviews with staff.

Current Consideration:

Terris Barnes Walters Boigon Heath Lester Inc., (DBA "TBWBH Props & Measures) (TBWBH) will develop and implement a public affairs program to assist the Anaheim Union High School District in public education and engagement activities relating to the consideration of a November 2022 bond measure. The firm will implement a comprehensive, fact-based communications program aimed at educating the public on the bond measure and the effects it will have on the District, as well as its students and staff for years to come. TBWBH not only brings expertise on how to successfully engage and educate diverse communities on a wide range of issues, but also on how to enhance the capacity of the District's in-house communications efforts. The firm has worked on ballot measure-related outreach and education activities for multiple Orange County school districts including Anaheim Elementary School District, Centralia School District, Fullerton School District, Garden Grove Unified, Tustin Unified, and Los Alamitos Unified.

Budget Implication:

The cost to the District to hire TBWBH would be \$6,500 per month, January 2022 until 30 days after the Board calls for an election, plus additional reasonable and necessary expenses incurred by the firm during the performance of its duties, such as photocopying, postage, and supplies, not to exceed \$1,000 a month. Mailers are estimated to be \$51,104 each for a total of \$153,312. Total cost not to exceed \$213,312. (General Fund)

Staff Recommendation:

It is recommended that the Board of Trustees approve the consulting agreement with TBWBH. **[EXHIBIT H]**

10.6 **Award of Public Opinion Research Services, True North Research, Inc.**

ACTION ITEM

Background Information:

In an effort to assist the Board of Trustees in the decision to consider a potential ballot measure for a general obligation bond, services from public opinion research firms were solicited. This type of firm will develop and conduct surveys with a sample of voters within the boundaries of the Anaheim Union High School District. The results of these surveys will be analyzed and provided to the District in the form of an executive summary and presentation. At this point, a clearer view of the likelihood of a general bond passing or not can be established. This type of service is an integral and important part of the process, and will assist in determining the voters' climate related to a general obligation bond measure.

Current Consideration:

Proposals were solicited and reviewed by staff. An award is being recommended to the public opinion research firm True North Research, Inc. (True North). True North will conduct a survey with a sample of voters within the boundaries of the Anaheim Union High School District in an effort to assist the Board of Trustees in the decision to consider a potential ballot measure for a general obligation bond.

In addition to accurately assessing voter support for the bond measure, True North will also identify voters' top priorities for bond-funded campus improvements and expansion projects, as well as identified the legally permissible, non-advocacy themes, and messages that were most effective in building and solidifying public support for the bond measure. They also have extensive experience with many Southern California bond measures, including multiple Orange County school districts.

A survey will be prepared, administered, and analyzed to provide the District a report, in the form of an executive summary. At that point, a clearer view of the likelihood of a general bond passing, or not, could be established. This type of service is an integral and important part of the process and will assist in determining the voters' climate related to a general obligation bond measure.

Budget Implication:

The total amount of the award is not to exceed \$58,865. (General Fund)

Staff Recommendation:

It is recommended that the Board of Trustees award to True North. **[EXHIBIT I]**

EDUCATIONAL SERVICES

10.7 **Revised Board Policy 7704.11, Music Organizations, First Reading**

INFORMATION ITEM

Background Information:

The District and Board of Trustees has a long history of supporting visual and performing arts. This support has led to a robust arts education for District students, as well as award-winning programs across the different art disciplines. Board Policy 7704.11, Music Organizations sets forth the District's commitment to support instrumental and vocal music.

Current Consideration:

Board Policy 7704.11, Music Organizations was last reviewed in April 2005. The Educational Services Division is submitting a revised policy for review. These revisions are being recommended in order to meet the evolving needs of these performing arts programs.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

Although this is an information item only, requiring no formal action by the Board of Trustees, it is recommended that the Board review revised Board Policy 7704.11, Music Organizations. **[EXHIBIT J]**

10.8 **Agreement, City of La Palma, Meal Gap Grant Funding Distribution** **ACTION ITEM**

Background Information:

The City of La Palma has partnered with district schools residing in the City of La Palma to support our students and their families for many years. Programs and services have been offered by the various City of La Palma departments, such as after-school programs offered to Kennedy High School and Walker Junior High School students, sponsoring the Every 15 Minutes Program at Kennedy, providing Saturday Academy classes for students, providing field trips/lessons on city government to Walker students, providing meals during distance learning, and funding a full-time School Resource Officer.

Current Consideration:

The City of La Palma would like to partner with Kennedy High School and Walker Junior High School to provide 100 gift cards, each gift card is valued at \$250 to be spent at the La Palma's Walmart Neighborhood Market. These funds have been distributed to the City of La Palma via an American Rescue Plan Act (ARPA) grant for meal gap services. Services were provided December 14, 2021, through December 31, 2021.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees ratify the agreement. **[EXHIBIT K]**

10.9 **Educational Consulting Agreement, Abigail Norfleet James, Servite High School** **ACTION ITEM**

Background Information:

The District is required to extend certain federal categorical program resources to private schools within its boundaries. The District has long partnered with Servite High School to provide services to their students and staff.

Current Consideration:

Abigail Norfleet James, Ph.D. is a world-renowned teacher and expert on gender-based learning. Dr. James is also an in-demand speaker on how teachers, parents, and communities can better teach the students in their classrooms, as well as engage their families, and their neighborhoods. Dr. James will conduct a one-day training on teaching the male brain to Servite High School faculty members, administrators, and coaches. Services will be provided March 11, 2022.

Budget Implication:

The total cost for these services is not to exceed \$3,775. (Title II Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the educational consulting agreement. **[EXHIBIT L]**

10.10 **Educational Consulting Agreements, Brian Hamilton and Craig Jordan**

ACTION ITEM

Background Information:

The District's Honor Band program was initiated in 2000, and has given the District's most advanced instrumental music students an opportunity to rehearse and perform as a District-level ensemble, led by renowned conductors/educators from across the country. The High School Honor Band serves approximately 80 students, and the Junior High School Honor Band serves approximately 100 students. The District's band directors prepare students for the audition process, and then guest conductors rehearse, as well as conduct students who are selected to be part of the Honor Band program. The Honor Band concert is scheduled for February 4, 2022.

Current Consideration:

Brian Hamilton and Craig Jordan will be the guest conductors for the District's Honor Band program. Services will be provided January 25, 2022, through February 4, 2022.

Budget Implication:

The cost for Brian Hamilton is not to exceed \$1,250 and the cost for Craig Jordan is not to exceed \$750. (LCFF Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the educational consulting agreements. **[EXHIBITS M and N]**

10.11 **Agreement, Soliant Health, LLC**

ACTION ITEM

Background Information:

When a school psychologist takes a leave of absence, or if there is a sudden need to fill a vacancy, the District 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:

The agreement with Soliant Health, LLC provides psychological contract services, for the period December 1, 2021, through March 11, 2022, due to a temporary leave of absence of District personnel. The agreement will be signed following Board approval.

Budget Implication:

Services provided are at a cost not to exceed \$50,400. (General Fund)

Staff Recommendation:

It is recommended that the Board of Trustees ratify the agreement. **[EXHIBIT O]**

HUMAN RESOURCES

10.12 **Public Hearing, Disclosure of 2021-22 Collective Bargaining Agreement with ASTA**

INFORMATION ITEM

Background Information:

The Board of Trustees must hold a public hearing to hear comments related to the collective bargaining agreement with the Anaheim Secondary Teachers Association (ASTA) for the 2021-22 year, in accordance with AB 1200 (Statutes of 1991, G.C. 3547.3, Chapter 1213). Copies of the disclosure are available for review and study in the Business Office, 501 N. Crescent Way, Anaheim, California.

Current Consideration:

After the negotiation process with ASTA has concluded, the collective bargaining agreement is presented to the public via a Board of Trustees' meeting. This is the public's opportunity to provide feedback and voice their support or any concerns associated with the agreement.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

10.13 **Adoption of the 2021-22 Collective Bargaining Agreement with ASTA** **ACTION ITEM**

Background Information:

The District and the Anaheim Secondary Teachers Association (ASTA) has a two-year agreement for the 2020-21 and 2021-22 years. The District and ASTA brought forth proposals to begin the negotiations for 2021-22 and negotiations commenced in the fall of 2021. A tentative agreement was reached on December 8, 2021.

Current Consideration:

The tentative agreement is for the 2021-22 year. The tentative agreement includes a 3.5 percent increase on the salary schedule retroactive to August 5, 2021. The agreement also includes other contract language changes.

Budget Implication:

The 3.5 percent salary schedule increase will impact the budget with an additional estimated expense of \$5,738,264 per year. (General Fund)

Staff Recommendation:

It is recommended that the Board of Trustees adopt the 2021-22 collective bargaining agreement with ASTA. **[EXHIBITS P and Q]**

10.14 **Proposed 2022-23, 2023-24, and 2024-25 Student/Teacher Calendars**

ACTION ITEM

Background Information:

The Student/Teacher Calendar is an instructional calendar that is negotiated between the District and the Anaheim Secondary Teacher's Association (ASTA). The District and ASTA

engaged in negotiations and reached a tentative agreement for Student/Teacher Calendars for the 2022-23, 2023-24, and 2024-25 years.

Current Consideration:

The Student/Teacher Calendar specifies all teacher start/end dates, student start/end dates, vacation periods, and holidays. Additionally, the calendars designate dates for staff development days/non-student days, quarters, semesters, and deadlines for progress reports and grades.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees adopt the 2022-23, 2023-24, and 2024-25 Student/Teacher Calendars. **[EXHIBITS R, S, and T]**

10.15 **Initial Contract Proposal, AUHSD to AFSCME**

INFORMATION ITEM

Background Information:

In accordance with Board Policy 6500.01, the District's initial contract proposal to AFSCME must be presented in writing to the Board of Trustees.

Current Consideration:

Before the negotiation process begins, proposals are presented to the public via a Board of Trustees' meeting. The District's initial contract proposal to AFSCME for the 2021-22 year is presented to the Board of Trustees.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

10.16 **Public Hearing, Initial Contract Proposal, AUHSD to AFSCME**

INFORMATION ITEM

Background Information:

The Board of Trustees is required to hold a public hearing to hear comments related to the District's initial contract proposal to AFSCME.

Current Consideration:

The Board must hold a public hearing of the District's initial contract proposal to AFSCME for the 2021-22 year. This is the public's opportunity to provide feedback and voice their support or any concerns associated with the proposal.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

10.17 **Initial Contract Proposal, AFSCME to AUHSD**

INFORMATION ITEM

Background Information:

In accordance with Board Policy 6500.01, the American Federation of State, County and Municipal Employees (AFSCME) initial contract proposal to the District must be presented in writing to the Board of Trustees.

Current Consideration:

Before the negotiation process begins, proposals are presented to the public via a Board of Trustees' meeting. AFSCME's initial contract proposal to the District for the 2021-22 year is presented to the Board of Trustees.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

10.18 **Public Hearing, Initial Contract Proposal, AFSCME to AUHSD** **INFORMATION ITEM**

Background Information:

The Board of Trustees is required to hold a public hearing to hear comments related to the American Federation of State, County and Municipal Employees (AFSCME) initial contract proposal to the District.

Current Consideration:

The Board must hold a public hearing of AFSCME's initial contract proposal to the District for the 2021-22 year. This is the public's opportunity to provide feedback and voice their support or any concerns associated with the proposal.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

10.19 **Initial Contract Proposal, AUHSD to APGA**

INFORMATION ITEM

Background Information:

In accordance with Board Policy 6500.01, the District's initial contract proposal to APGA must be presented in writing to the Board of Trustees.

Current Consideration:

Before the negotiation process begins, proposals are presented to the public via a Board of Trustees' meeting. The District's initial contract proposal to APGA for the 2021-22 year is presented to the Board of Trustees.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

10.20 **Public Hearing, Initial Contract Proposal AUHSD to APGA** **INFORMATION ITEM**

Background Information:

The Board of Trustees is required to hold a public hearing to hear comments related to the District's initial contract proposal to APGA.

Current Consideration:

The Board must hold a public hearing of the District's initial contract proposal to APGA for the 2021-22 year. This is the public's opportunity to provide feedback and voice their support or any concerns associated with the proposal.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

10.21 **Initial Contract Proposal, APGA to AUHSD** **INFORMATION ITEM**

Background Information:

In accordance with Board Policy 6500.01, the Anaheim Personnel and Guidance Association's (APGA) initial contract proposal to the District must be presented in writing to the Board of Trustees.

Current Consideration:

Before the negotiation process begins, proposals are presented to the public via a Board of Trustees' meeting. APGA's initial contract proposal to the District for the 2021-22 year is presented to the Board of Trustees.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

10.22 **Public Hearing, Initial Contract Proposal, APGA to AUHSD** **INFORMATION ITEM**

Background Information:

The Board of Trustees is required to hold a public hearing to hear comments related to the Anaheim Personnel and Guidance Association's (APGA) initial contract proposal to the District.

Current Consideration:

The Board must hold a public hearing of APGA's initial contract proposal to the District for the 2021-22 year. This is the public's opportunity to provide feedback and voice their support or any concerns associated with the proposal.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

10.23 **Initial Contract Proposal, AUHSD to CSEA**

INFORMATION ITEM

Background Information:

In accordance with Board Policy 6500.01, the District's initial contract proposal to the California School Employees Association (CSEA) must be presented in writing to the Board of Trustees.

Current Consideration:

Before the negotiation process begins, proposals are presented to the public via a Board of Trustees' meeting. The District's initial contract proposal to CSEA for the 2021-22 year is presented to the Board of Trustees.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

10.24 **Public Hearing, Initial Contract Proposal, AUHSD to CSEA**

INFORMATION ITEM

Background Information:

The Board of Trustees is required to hold a public hearing to hear comments related to the District's initial contract proposal to the California School Employees Association (CSEA).

Current Consideration:

The Board must hold a public hearing of the District's initial contract proposal to CSEA for the 2021-22 year. This is the public's opportunity to provide feedback and voice their support or any concerns associated with the proposal.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

10.25 **Initial Contract Proposal, CSEA to AUHSD**

INFORMATION ITEM

Background Information:

In accordance with Board Policy 6500.01, California School Employees Association's initial contract proposal to the District must be presented in writing to the Board of Trustees.

Current Consideration:

Before the negotiation process begins, proposals are presented to the public via a Board of Trustees' meeting. CSEA's initial contract proposal to the District for the 2021-22 year is presented to the Board of Trustees.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

10.26 **Public Hearing, Initial Contract Proposal, CSEA to AUHSD**

INFORMATION ITEM

Background Information:

The Board of Trustees is required to hold a public hearing to hear comments related to the California School Employees Association's (CSEA) initial contract proposal to the District for the 2021-22 year.

Current Consideration:

The Board must hold a public hearing of CSEA's initial contract proposal to the District for the 2021-22 year. This is the public's opportunity to provide feedback and voice their support or any concerns associated with the proposal.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

10.27 **Initial Contract Proposal, AUHSD to Mid-Managers Association (MMA)**

INFORMATION ITEM

Background Information:

In accordance with Board Policy 6500.01, the District's initial contract proposal to MMA must be presented in writing to the Board of Trustees.

Current Consideration:

Before the negotiation process begins, proposals are presented to the public via a Board of Trustees' meeting. The District's initial contract proposal to MMA for the 2021-22 year is presented to the Board of Trustees.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

10.28 **Public Hearing, Initial Contract Proposal, AUHSD to Mid-Managers Association (MMA)**

INFORMATION ITEM

Background Information:

The Board of Trustees is required to hold a public hearing to hear comments related to the District's initial contract proposal to MMA.

Current Consideration:

The Board must hold a public hearing of the District's initial contract proposal to MMA for the 2021-22 year. This is the public's opportunity to provide feedback and voice their support or any concerns associated with the proposal.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

10.29 **Initial Contract Proposal, MMA to AUHSD**

INFORMATION ITEM

Background Information:

In accordance with Board Policy 6500.01, the Mid-Managers Association's (MMA) initial contract proposal to the District must be presented in writing to the Board of Trustees.

Current Consideration:

Before the negotiation process begins, proposals are presented to the public via a Board of Trustees' meeting. MMA's initial contract proposal to the District for the 2021-22 year is presented to the Board of Trustees.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

10.30 **Public Hearing, Initial Contract Proposal, MMA to AUHSD**

INFORMATION ITEM

Background Information:

The Board of Trustees is required to hold a public hearing to hear comments related to the Mid-Managers Association's (MMA) initial contract proposal to the District.

Current Consideration:

The Board must hold a public hearing of MMA's initial contract proposal to the District for the 2021-22 year. This is the public's opportunity to provide feedback and voice their support or any concerns associated with the proposal.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

10.31 **2021-22 Second Quarterly Report, Williams Uniform Complaints** ***ACTION ITEM***

Background Information:

The Williams Uniform Complaints report summarizes all complaints relative to adequate textbooks and instructional materials, teacher vacancies or misassignments, facilities conditions, and intensive instruction, as well as services for students who have not passed the California High School Exit Examination (CAHSEE) by the end of the 12th grade. This is a quarterly report required by Education Code Section 35186, which is submitted to the Orange County Department of Education.

Current Consideration:

The Williams Uniform Complaints Second Quarterly Report, October 1, 2021, through December 31, 2021, states there were no complaints during this quarter.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees accept the report. **[EXHIBIT CC]**

SUPERINTENDENT'S OFFICE

10.32 **New Board Policy 9000 (1313), Civility, Second Reading** ***ACTION/INFORMATION ITEM***

Background Information:

The District is continuing the process of reviewing Board policies, administrative regulations, and bylaws to ensure conformity with the recommendations of the California School Boards Association (CSBA) through the Gamut Online System. Gamut is an online policy information service that incorporates the complete CSBA Policy Update Reference Manual, which contains more than 650 sample policies, regulations, and exhibits, and is updated continually.

Current Consideration:

The District does not have a written civility policy. This policy, which was added to the CSBA Policy Update Reference Manual in June 2021, would affirm the Board's belief that all people should be treated with dignity and respect in their interactions within the school community, thereby fostering effective operation of the District, including its role in creating a safe and positive school climate, as well as enabling a focus on student well-being, learning, and achievement.

Budget Implication:

There is no impact on the budget.

Staff Recommendation:

It is recommended that the Board review and/or approve proposed Board Policy 9000 (1313), Civility. **[EXHIBIT DD]**

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 calendar 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

11.1 **Agreement, Anaheim Family YMCA, Transportation**

Background Information:

The Board of Trustees has in past years approved the agreements to provide transportation services to the Anaheim Family YMCA.

Current Consideration:

It is in the best interest of the District to provide transportation services to the Anaheim Family YMCA. The agreement will be in effect February 1, 2022, through June 30, 2022.

Budget Implication:

The transportation agreement provides for a net income to the District, which assists in offsetting the transportation contribution from the General Fund.

Staff Recommendation:

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

11.2 **Ratification of Change Orders**

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

Bid #2021-11, Western High School	P.O. #P64A0241
iLab	
Case & Sons Construction, Inc.	
Original Contract	\$1,138,700
Change Order #1 [EXHIBIT FF]	\$(14,842.18)
New Contract Value	\$1,123,857.82
 Bid #2022-01, Magnolia High School	 P.O. #R64A0092
Relocation of 9 Portables	
Mobile Modular Construction, Inc.	
Original Contract	\$637,240

Change Order #1 [EXHIBIT GG]	\$0
New Contract Value	\$637,240

Staff Recommendation:

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

11.3 **Notices of Completion**

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

Bid #2021-11, Western High School iLab Case & Sons Construction	P.O. #P64A0241
Original Contract	\$1,138,700
Contract Changes	\$(14,842.18)
Total Amount Paid	\$1,123,857.82

Bid #2022-01, Magnolia High School Relocation of 9 Portables Mobile Modular Construction, Inc.	P.O. #R64A0092
Original Contract	\$637,240
Contract Changes	\$0
Total Amount Paid	\$637,240

Staff Recommendation:

It is recommended that the Board of Trustees authorize the assistant superintendent, Business to accept Bids No.'s 2021-11 and 2022-01 as complete, and authorize the filing of the notices of completion with the Office of the County Recorder.

11.4 **Award of Athletic Equipment and Related Items Bid**

Background Information:

Due to the pandemic, fundraising efforts by parent boosters, students, and coaches to raise supplemental funds in support of programs for athletics, as well as the visual and performing arts (VAPA) were unable to be completed. Since the District received additional funds due to the pandemic, it was decided that jumpstart money would be provided to supplement these programs. For athletics, it was to purchase much needed equipment. The requirements include equipment for basketball, baseball, softball, soccer, football, track, swimming, and other sports. Items would include helmets, pads, balls, weight equipment, track standards, and various sports related items.

Current Consideration:

The total amount of the items being purchased exceeds the current formal bid limit as established by Public Contract Code (PCC) 20111, therefore a formal bid was completed.

The suppliers will commence providing athletic equipment starting January 14, 2022, through January 13, 2023, and will be reviewed annually with the option to renew by the District's director of Purchasing and Central Services for up to two additional years.

The following were the lowest, most responsible, and responsive bidders.

<u>Bid#</u>	<u>Type</u>	<u>Award</u>	<u>Estimated Amount</u>
2022-07	Athletics Equipment And Related Items	BSN Sports, LLC	\$86,701
		PromaximaManufacturing, LLC	\$11,620
		Pyramid School Products	\$19,901
		MFAC, LLC	\$2,545
		Riddell/All American	\$15,100
		School Specialty, LLC	\$100

The amounts shown are best estimates and actual amounts spent could be higher or lower. This bid will also establish a District's standards for athletic equipment and provide a discounted contract to purchase them on an as-needed basis annually.

Budget Implication:

The total amount of the initial expenditures is approximately \$135,967, with an estimated annual expenditure of \$150,000. (ESSER 2, Expanded Learning Opportunities, and Various Funds)

Staff Recommendation:

It is recommended that the Board of Trustees award Bid No. 2022-07 for the purchase of athletic equipment and related items from the listed suppliers for up to three years, renewable annually by the District's director, Purchasing and Central Services.

11.5 Award of Bids, E-Rate 25

Background Information:

The Schools and Libraries Program of the Universal Service Fund, commonly known as E-Rate, is administered by the Universal Service Administrative Company (USAC) under the direction of the Federal Communications Commission (FCC), and provides discounts to assist most schools and libraries in the United States to obtain affordable digital services, equipment, software, and internet access.

At the October 15, 2021, Board of Trustees' meeting, the process to utilize competitive request for proposals (RFPs) was approved by the Board of Trustees, and staff proceeded with the bidding process.

Current Consideration:

As a result of the bidding process, the following RFP will be awarded to the lowest responsible and responsive bidders per Resolution No. 2021/22-B-06 pursuant to Public Contract Code (PCC) 20118.2.

Award of Bids

<u>Bid#</u>	<u>Service</u>	<u>Award</u>	<u>Amount</u>
2022-10	Network Equipment	Sehi Computer Products, Inc.	\$1,138,183

Budget Implication:

Under the Federal E-Rate program, USAC will directly subsidize the cost of the material, equipment, and services being awarded. As a result, the District will pay a considerable amount less and will qualify for 80 percent of eligible services based on Free-and-Reduced numbers.

Staff Recommendation:

It is recommended that the Board of Trustees award Bid No. 2022-10 pursuant to PCC 20118.2 as listed.

11.6 Agreement, T. Mitchell Engineers, Inc.Background Information:

On September 14, 2021, the Board of Trustees approved a grant with the Southern California Air Quality Management District (SCAQMD) for the installation of infrastructure for a compressed natural gas (CNG) fueling station for fifteen buses. The total of the grant award was \$482,150.

Current Consideration:

The District requires an engineer to provide a design for the CNG station, which includes plans, specifications, drawings, and technical assistance. T. Mitchell Engineers, Inc. is a full-service, multi-disciplined consulting firm offering professional engineering design. They are a leader in the alternative fuels industry offering over forty-years of expertise in the design, construction, as well as operation of fleet fueling and maintenance facilities. Services will be provided January 14, 2022, through December 31, 2022. The agreement will be signed following Board approval.

Budget Implication:

The cost is not to exceed \$38,000. (General Fund)

Staff Recommendation:

It is recommended that the Board of Trustees approve the agreement pursuant to Government Code 53060 with T. Mitchell Engineers, Inc. for consulting services as described.

[EXHIBIT HH]

11.7 Declaring Certain Furniture and Equipment as Unusable, Obsolete, and/or Out-of-Date, and Ready for Sale or DestructionStaff 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, as well as authorize proper disposal in accordance with Education Code Section 17545 or 17546. **[EXHIBIT II]**

11.8 Declaring Certain Textbooks and Instructional Materials as Unusable, Obsolete, and/or Out-of-Date, Damaged, and Ready for Sale or DestructionStaff 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, as well as authorize staff to dispose of the textbooks and instructional materials in accordance with Education Code Section 60510 et al.

[EXHIBIT JJ]

11.9 **Donations**

Staff Recommendation:

It is recommended that the Board of Trustees accept the donations as submitted.
[EXHIBIT KK]

11.10 **Purchase Order Detail Report and Change Orders**

Staff Recommendation:

It is recommended that the Board of Trustees ratify the reports December 6, 2021, through January 3, 2022. **[EXHIBITS LL and MM]**

11.11 **Check Register/Warrants Report**

Staff Recommendation:

It is recommended that the Board of Trustees ratify the report December 6, 2021, through January 3, 2022. **[EXHIBIT NN]**

11.12 **SUPPLEMENTAL INFORMATION**

11.12.1 ASB Fund, November 2021 **[EXHIBIT OO]**

11.12.2 Cafeteria Fund, October 2021 **[EXHIBIT PP]**

11.12.3 Enrollment, Month 5 **[EXHIBIT QQ]**

EDUCATIONAL SERVICES

11.13 **Educational Consulting Agreement, Inflexion**

Background Information:

Inflexion is a nonprofit consulting group that helps school leaders create the conditions to transform the student experience. An experience that recognizes and respects students as individuals; plays to students' strengths; values students' unique cultures and perspectives; and allows for student ownership of learning driven by students' interests and aspirations. Inflexion strives to infuse optimism and idealism.

Current Consideration:

The District has partnered with Inflexion on several improvement projects during the past several years. Inflexion proposes to partner with the District in the Spring of 2022 to create a white paper supporting the District's innovative Career Preparedness Systems Framework (CPSF) in preparation for scaling the CPSF to other districts. A white-paper will position the District to be a recognized national model in transforming education for our youth. This will also be used to attract and obtain additional funding through state, federal, and foundational grants. Inflexion will draft a 10-15 page paper that describes the CPSF ecosystem and provides evidence of its benefits. Inflexion will engage in a review of the relevant research literature and informational fact-finding discussions with key personnel. Inflexion will deliver a draft of the paper by January 25, 2022, as well as the final version within 10 business days of receiving collective feedback and edits from key District staff. The final paper and brief will be graphically enhanced for general audiences. Services will be provided January 14, 2022, through March 31, 2022.

Budget Implication:

The total cost for these services is not to exceed \$19,000. (General and/or Grant Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the educational consulting agreement. **[EXHIBIT RR]**

11.14 **Educational Consulting Agreement, Disciplina Positiva**

Background Information:

Disciplina Positiva is a parent education program designed to promote the development of positive communication between parents and their adolescent children, as well as to facilitate a connection among the family, community, and school. Disciplina Positiva classes have been offered across the District since 2010. Classes have been tailored to the specific needs of the school sites and have included criteria for effective home discipline, ways to maximize the potential of adolescents, and understanding of adolescent behavior. The parent education classes are available in English and Spanish.

Current Consideration:

For the 2021-22 year, Disciplina Positiva will provide District Family and Community Engagement Specialists (FACES) with a comprehensive training program. Services are being provided between January 6, 2022, through June 30, 2022.

Budget Implication:

The total costs for these services is not to exceed \$18,487. (Expanded Learning Opportunity Grant Funds)

Staff Recommendation:

It is recommended that the Board of Trustees ratify the educational consulting agreement. **[EXHIBIT SS]**

11.15 **Participation Agreement, Orange County Department of Education (OCDE), Inside the Outdoors Virtual Program**

Background Information:

The Orange County Department of Education (OCDE) offers a variety of programs through their Inside the Outdoors Department. The programs are a combination of in-classroom experiences, connecting students to the natural world through unforgettable hands-on experiences, as well as educational field trips. This year due to COVID-19, the program has shifted to a virtual program.

Current Consideration:

Anaheim High School is requesting to participate in the Inside the Outdoors virtual program. Inside the Outdoors is partnering with The Ecology Center. The goal of this project is to empower, engage, and educate students, teachers, and the community on water issues, awareness, as well as conservation to create behavior change. This program is sponsored by the Municipal Water District of Orange County and is funded by local Orange County water agencies. Services are being provided July 1, 2021, through August 31, 2022.

Budget Implication:

There is no impact to the budget. Inside the Outdoors has secured a grant for the expense of the program.

Staff Recommendation:

It is recommended that the Board of Trustees ratify the agreement with the Orange County Department of Education. **[EXHIBIT TT]**

11.16 **Addendum, Memorandum of Understanding (MOU), Stop School Violence Program, Orange County Department of Education (OCDE)**

Background Information:

The Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), approved the application by Orange County Superintendent of Schools for an award entitled "STOP School Violence." The award amount is \$363,874. These funds are for the project entitled Orange County School Threat Assessment and Response (STAR) Pilot Project. The grantees are the Orange County Department of Education (OCDE), the Anaheim Police Department (APD), Anaheim Elementary School District (AESD), and the District.

The purpose of the project is to build a school's capacity to work with students presenting with violent thoughts or behaviors towards others. The commitment is to work through the District's trainer of trainers model and build the capacity of a team of social workers and school psychologists. These trained staff will train site teams, facilitate threat assessments, and support students throughout the threat assessment process.

Current Consideration:

OCDE is requesting an addendum to the original contract to allocate funding for substitute reimbursement in order for staff to attend scheduled trainings. The reimbursement rate OCDE will give is \$144 per day, not to exceed \$22,320. All other terms and conditions remain intact.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees approve the addendum to the MOU. **[EXHIBIT UU]**

11.17 **Amendment Agreement, North Orange County Community College District (NOCCCD) College and Career Access Pathways (CCAP), Dual Enrollment Partnership, Cypress College and Fullerton College**

Background Information:

NOCCCD has offered concurrent enrollment in selected courses to high school students for over a decade. NOCCCD and the District have entered into a College and Career Access Pathways partnership agreement for the purpose of offering or expanding dual enrollment opportunities, consistent with the provisions of Assembly Bill 288, for high school students. The goal is to develop seamless pathways from high school to community college.

Current Consideration:

An agreement with NOCCCD, through Cypress College and Fullerton College, was approved on June 17, 2021, to offer dual enrollment courses at the following school sites: Anaheim, Cypress, Gilbert, Katella, Kennedy, Loara, Magnolia, Polaris, Savanna, and Western high schools, as well as Oxford Academy and Cambridge Virtual Academy. An amendment is necessary to include additional courses. All other terms of the agreement remain intact. The amended agreement will be signed following Board approval.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees approve the amendment. **[EXHIBIT VV]**

11.18 **Educational Consulting Agreement, ALTA Language Services, Inc.**

Background Information:

The California Department of Education established the State Seal of Biliteracy to recognize high school graduates who have attained a level of proficiency in speaking, reading, and writing in one or more languages in addition to English. This encourages students to study languages, to attain biliteracy, as well as provide employers with language and biliteracy skills.

Current Consideration:

ALTA Language Services provides language proficiency testing to high school students in more than 90 languages, including low-density languages that are often not available from other testing providers. It is projected that this demand for Seal of Biliteracy throughout AUHSD will continue to increase in the 2021-22 year. Services will be provided January 13, 2022, through January 13, 2023.

Budget Implication:

The cost for these as-needed services is not to exceed \$5,000. (LCFF Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the educational consulting agreement with Alta Language Services, Inc. **[EXHIBIT WW]**

11.19 **Instructional Materials Submitted for Display**

The Instructional Materials Review Committee recommended the selected material for display, for courses in dual enrollment and English Language Arts. 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, January 14, 2022, through February 3, 2022.

Staff Recommendation:

It is recommended that the Board of Trustees approve the display. **[EXHIBIT XX]**

11.20 **Individual Service Contracts**

Staff Recommendation:

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

HUMAN RESOURCES

11.21 **Agreement, Pupil Personnel Services Credential–School Counseling Intern Credential, Chapman University**

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 a school counseling agreement in place with Chapman University since 2014.

Current Consideration:

This agreement provides the opportunity for university students attending Chapman University to serve as counselor interns in AUHSD schools to promote a college-going culture through peer-to-peer conferences on challenges of college, sharing personal experiences as college students, as well as conducting classroom presentations on college experience and college life. Counselor 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. Services are being provided January 1, 2022, through July 31, 2027. The agreement will be signed following approval by the Board of Trustees.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees ratify the agreement. **[EXHIBIT ZZ]**

11.22 **Agreement, School Counseling Supervised Paid Internship Fieldwork, Chapman University**

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 a school counseling agreement in place with Chapman University since 2014.

Current Consideration:

This agreement provides the opportunity for university students attending Chapman University to serve as counselor interns in AUHSD schools to promote a college-going culture through peer-to-peer conferences on challenges of college, sharing personal experiences as college students, as well as conducting classroom presentations on college experience and college life. Counselor 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. Services are being provided January 1, 2022, through July 31, 2027. The agreement will be signed following approval by the Board of Trustees.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees ratify the agreement. **[EXHIBIT AAA]**

11.23 **Certificated Personnel Report**

Staff Recommendation:

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

11.24 **Classified Personnel Report**

Staff Recommendation:

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

SUPERINTENDENT'S OFFICE

11.25 **Board of Trustees' Meeting Minutes**

11.25.1 September 14, 2021, Regular Meeting **[EXHIBIT DDD]**

11.25.2 November 18, 2021, Regular Meeting **[EXHIBIT EEE]**

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 meeting of the Board of Trustees will be held on Thursday, February 3, 2022, at 6:00 p.m.

Thursday, March 3
Thursday, April 7
Thursday, May 5
Thursday, June 9
Thursday, June 16
Thursday, July 14

Thursday, August 11
Tuesday, September 13
Thursday, October 13
Thursday, November 17
Tuesday, December 13

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 morales_p@auhsd.us by 5:00 p.m. on Tuesday, January 11, 2022.

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

**NATIONAL SCHOOL COUNSELING WEEK
FEBRUARY 7-11, 2022**

RESOLUTION NO. 2021/22-HR-03

January 13, 2022

On the motion of Trustee _____, duly seconded and carried, the following resolution was adopted:

WHEREAS, school counselors are employed in public and private schools to help students reach their full potential; and

WHEREAS, school counselors are actively committed to helping students explore their abilities, strengths, interests, and talents as these traits relate to career awareness and development; and

WHEREAS, school counselors help parents focus on ways to further the educational, personal, and social growth of their children; and

WHEREAS, school counselors work with teachers and other educators to help students explore their potential and set realistic goals for themselves; and

WHEREAS, school counselors seek to identify and utilize community resources that can enhance and complement comprehensive school counseling programs and help students become productive members of society; and

WHEREAS, comprehensive developmental school counseling programs are considered an integral part of the educational process that enables all students to achieve success in school;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Anaheim Union High School District observes February 7-11, 2022, as National School Counseling Week.

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees, on January 13, 2022, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District, Orange County, California, and secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board of Trustees at the regular meeting thereof held on the 13th day of January 2022, and passed by a roll call vote of all members of said Board of Trustees.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 13th day of January 2022.

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

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

School:	Oxford Academy	Date of Application:	09/07/21
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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:

Turning Point USA at Oxford Academy

Purpose of the group (Please describe thoroughly):

Turning Point USA is a bipartisan organization that has over 1,400 High School and College chapters throughout the US. We have many local chapters such as at Los Alamitos High School and El Modena High School. Our chapter at Oxford Academy seeks to promote our beliefs of free markets, less government, and more fiscal responsibility. We aim to do this by organizing speaker events in which we have local figures from law enforcement and government come to discuss different viewpoints. In addition, we plan to engage in open civil discussions with our peers and members to share ideas by hosting open discussion forums. Our club as no political affiliations and will no engage in any partisan activities, we mainly seek to promote our values.

Frequency of group meetings:

Once per week, four meetings per month

Proposed meeting day, time and location:

Day: Wednesday Time: Lunch Location: Room 403

Applicant's Signature:	Gordon Can	Date:	04/14/21
Printed Name:	Gordon Can		

Advisor's Signature:	Ron Hodges	Date:	04/14/21
Printed Name:	Ron Hodges		

Principal's Signature:	Amber Houston	Date:	11-17-21
Printed Name:	Amber Houston		

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

Assistant Superintendent's Signature:		Date:	1/4/22
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Dr. Fried

Following approval, the completed application will be returned to the school principal.

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

School:	Brookhurst Junior High	Date of Application:	11/16/21
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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:

Brookhurst GSA (Genders & Sexualities Alliance or Gay-Straight Alliance,

Purpose of the group (Please describe thoroughly):


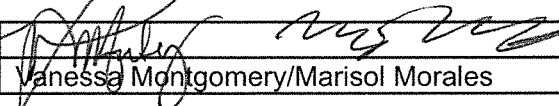
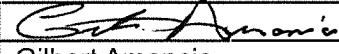
GSA will provide a safe place for students to meet, support each other, that unite LGBTQ+ and allied youth to build community and organize around issues impacting them in their schools and communities.

Frequency of group meetings:

2 times a month

Proposed meeting day, time and location:

Day:	Tuesday	Time:	2:30-3:00	Location:	Brookhurst, Room 20
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Applicant's Signature:	 Danielle Burns	Date:	11/16/21
Printed Name:	Danielle Burns		
Advisor's Signature:		Date:	11/16/21
Printed Name:	Vanessa Montgomery/Marisol Morales		
Principal's Signature:		Date:	11/29/21
Printed Name:	Gilbert Amancio		

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

Assistant Superintendent's Signature:		Date:	1/4/22
	Dr. Fried		

Following approval, the completed application will be returned to the school principal.

Anaheim Union High School District
Education Division

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

CLICK AND ENTER DATA

School:	DALE JHS	Date of Application:	10/12/21
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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: LANCER KARAOKE CLUB

Purpose of the group (Please describe thoroughly):

TO CREATE AND IMPLEMENT FUN KARAOKE ACTIVITIES.

Frequency of group meetings:

TWICE MONTHLY

Proposed meeting day, time and location:

Day:	MONDAY	Time:	TBD	Location:	601
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Applicant's Signature:	Kimberly Caracoza	Date:	10/14/21
Printed Name:	Kimberly Caracoza		

Advisor's Signature:	David Rigby	Date:	10/14/21
Printed Name:	DAVID RIGSBY		

Principal's Signature:	Lorena Moreno	Date:	10/14/21
Printed Name:	LORENA MORENO		

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

Assistant Superintendent's Signature:	Dr. Fried	Date:	1/4/22
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Following approval, the completed application will be returned to the school principal.

Anaheim Union High School District
Education Division

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

CLICK AND ENTER DATA

School:	Lexington JHS	Date of Application:	OCTOBER 1, 2021
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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:

AA&D - ART, ANIME & DRAWING

Purpose of the group (Please describe thoroughly):

To bring people together to show their appreciation for Art, Anime, and Drawing and to have an opportunity to make new friends.

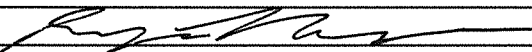
Frequency of group meetings:

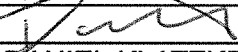
EVERY WEDNESDAY

Proposed meeting day, time and location:

Day:	WED	Time:	LUNCH	Location:	ROOM 209
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Applicant's Signature:		Date:	10/4/21
Printed Name:	OLIVER FLORES / MIRANDA RAMOS		

Advisor's Signature:		Date:	10/11/21
Printed Name:	RYAN MARUYAMA		

Principal's Signature:		Date:	11/4/21
Printed Name:	DANIEL KLATZKER		

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

Assistant Superintendent's Signature:		Date:	1/4/22
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Dr. Fried

Following approval, the completed application will be returned to the school principal.

Monahan Law Office

EXHIBIT F

Marilyn A. Monahan*

*Also Admitted in the
District of Columbia

4712 Admiralty Way, #349
Marina del Rey, California 90292
Telephone: (310) 989-0993

marilyn@monahanlawoffice.com
www.monahanlawoffice.com

October 14, 2021

Ms. Nancy Nien
Assistance Superintendent, Fiscal Services
Anaheim Union High School District
501 N. Crescent Way
Anaheim, CA 92801

Re: *Agreement for Services*

Dear Ms. Nien:

This letter will confirm our understanding of the services you have asked us to perform and to set forth our standard agreement as to fees and services.

California law requires written fee agreements between attorneys and clients in many circumstances; it is our practice to obtain such agreements in most instances. This letter agreement will set forth the terms and conditions under which we agree to represent you. This agreement will not take effect, and we will have no obligation to provide legal services, until you return a signed copy of this agreement.

Scope of Services: Our understanding of your initial request is that we assist with preparing an update to the Plan Document and Summary Plan Description for the Anaheim Union High School District Group Benefit Plan. We have provided an estimate of the amount of time we believe it will take to complete this project. In addition, we are available to respond to questions on employee benefits, insurance law, and other related issues, as requested by you. We are also available to provide certain other services on a flat fee basis (such as plan documents and webinars), to be agreed upon in advance.

Legal Fees and Billing Practices: For all services for which we do not charge an agreed upon fixed fee, you agree to pay us by the hour at our prevailing rates for all time spent on your behalf by the attorneys and paralegals of this firm. Time is charged in minimum units of one tenth (.1) of an hour. Current hourly rates for legal personnel are as follows:

Marilyn A. Monahan	\$250
Paralegal	\$125

These rates are subject to change on 30 days written notice. Services rendered after the date of notice will be billed at the changed rate. If you decline to pay any increased rates, we have the right to withdraw as your counsel.

As noted above, we bill some projects on a flat fee basis. The cost for these projects will be discussed with you and agreed upon in advance.

Monahan Law Office

Ms. Nancy Nien
October 14, 2021
Page 2

The time charged will include the time legal personnel spend on telephone calls relating to your matter, including calls with you, other parties, and attorneys. The legal personnel assigned to your matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting or other proceeding, each will charge for the time spent; you will be consulted in advance if we consider it necessary for more than one person to attend.

From time to time, attorneys new to the firm join our practice. At the time an attorney new to the firm starts with us we set his or her billing rate. We disclaim any obligation to advise existing clients of the rates of new attorneys so long as those rates are consistent with those charged by other attorneys in the firm with similar experience.

Costs and Expenses: In addition to legal fees, you agree to pay all costs and expenses arising out of our representation of you and which are reasonably required. These costs and expenses may include: filing fees, messenger fees, staff overtime when incurred due to client emergencies, extraordinary postage or overnight delivery fees, long distance telephone charges (charges incurred for calls outside the Los Angeles and Orange County areas), extraordinary computer assisted legal research, and arbitrator or mediator fees. You agree to pay transportation, meals, lodging, and all other costs of any necessary out-of-town travel by us. Except for the following items, all costs and expenses will be charged at our cost: photocopying charges at 10 cents per page and facsimile charges at 25 cents per page. We reserve the right to change the above charges at any time with written notice to you 30 days in advance of the change.

Billing Statements: We will send you monthly billing statements for fees and costs incurred. You agree to pay the amount due within 30 days of the statement's mailing date. The statements typically include a daily breakdown of the work performed on your behalf, and the amount charged for that day's work. Costs will be clearly identified by item and amount.

Please call us if you have any questions about our statements. We are happy to explain any entries, and provide additional details if appropriate. Please raise any questions you may have promptly. Otherwise, the issues which cause you concern may continue to occur. If we have not heard from you within 20 days after sending you a statement, we will assume the statement is acceptable as presented and will be paid in due course.

You may request a supplemental statement at intervals of no less than 30 days. If you request a statement, we will provide it to you within 10 days.

In the event any statement remains unpaid for more than 30 days after mailing, interest at the maximum legal rate will accrue on the principal balance (fees, costs, and disbursements) shown on the statement. The unpaid balance will bear interest until paid. In addition, in the event that any of our bills remain unpaid for more than 30 days, we have the right to discontinue rendering further services to you in any matter then being handled by our firm until the amount of such billing (and any accrued interest) is paid in full.

Monahan Law Office

Ms. Nancy Nien
October 14, 2021
Page 3

Obligations of Client: You agree to cooperate with us to the extent necessary for us to discharge our duties under this agreement. Cooperation shall include, but is not limited to, sharing with us all of the information in your possession which will help us perform our work for you, to be candid with us about the matters we undertake for you, to be present at all proceedings or conferences at which your presence is required, to provide us with necessary documents and other information promptly and upon request, to advise us of any changes in your circumstances which you would want to know about if you were in our position, to abide by this agreement, and to pay our bills on time.

Termination: You may discharge us and terminate this agreement at any time. We may withdraw with your consent or for good cause. Good cause includes your breach of this agreement, refusal to cooperate or to follow our advice on a material matter, or any fact or circumstance that would render our continuing representation unlawful or unethical. When our services conclude, all unpaid charges (including charges which have not been billed as of the date of termination) will immediately become due and payable; a final statement with any previously unbilled charges will be provided to you. After services conclude, we will, upon your request, deliver any file materials you are entitled to, and any property in our possession, whether or not you have paid for all services.

Record Retention: Unless we agree otherwise in writing, our firm policy is to retain closed files for five (5) years, and then to destroy the closed files. Records may be retained in either written or electronic form. The five year period for a particular file commences when the last substantive activity occurs with respect to the particular matter which the file concerns.

Disclaimer of Guarantee and Estimates: Nothing in this agreement and nothing in our statements to you will be construed as a promise or guarantee about the outcome of the matters in which we represent you. We make no such promises or guarantees. Our comments about the outcome of the matters we handle are expressions of opinion only. Any estimate of fees given shall not be a guarantee. Actual fees may vary from estimates given.

Insurance Disclosure: Our firm does not maintain errors and omissions (malpractice) insurance coverage.

Entire Agreement: This letter agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this agreement will be binding on the parties.

Modification: This agreement may be modified only by an agreement in writing signed by both parties to this agreement.

Severability: If any provision of this agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement will be severable and remain in effect.

Monahan Law Office

Ms. Nancy Nien
October 14, 2021
Page 4

Governing Law: You acknowledge that the services we perform for you will be performed primarily in the County of Los Angeles. The validity of this agreement and of any of its terms or provisions, as well as the rights and duties of the parties under this agreement, shall be construed pursuant to and in accordance with California law. Any dispute which may arise from this Agreement shall be resolved in Los Angeles County, California.

Effective: We have no obligation to provide legal services to you until you have returned a signed copy of this letter. This agreement will govern all legal services to be performed by us on your behalf commencing with the date we first performed services. The date at the beginning of this agreement is for reference only.

Mediation: If a dispute arises out of or relating to any aspect of this Agreement between the parties, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree to first try in good faith to settle the dispute by private mediation or fee mediation provided by local bar association programs before resorting to arbitration, litigation, or any other dispute resolution procedure. The cost of such mediation shall be borne equally by the parties, unless otherwise stipulated in a settlement agreement between the parties.

Arbitration:

A. Arbitration of All Disputes Including Claims of Malpractice: Any dispute between the parties regarding the construction, application, or performance of any services under this agreement, and any claim arising out of or relating to this agreement or its breach, including, without limitation, claims for breach of contract, professional negligence, breach of fiduciary duty, misrepresentation, fraud, and disputes regarding attorney fees and costs charged under this agreement (except as provided in paragraph B below) shall be submitted to binding arbitration upon the written request of one party after the service of that request on the other party. The parties shall appoint one person to hear and determine the dispute. If the parties cannot agree, then the Superior Court of Los Angeles County shall choose an impartial arbitrator whose decision shall be final and conclusive on all parties. The parties shall each have the right of discovery in connection with any arbitration proceeding in accordance with Code of Civil Procedure section 1283.05. The parties shall bear their own legal fees and costs for all claims. The sole and exclusive venue for the arbitration or any legal dispute shall be Los Angeles County, California.

By initialing below, the parties confirm that they have read and understand paragraph A, above, and voluntarily agree to binding arbitration. In doing so, the parties voluntarily give up important constitutional rights to trial by judge or jury, as well as rights to appeal. You have the right to have an independent lawyer of your choice review these arbitration provisions, and this entire agreement, prior to initialing this provision or signing this agreement.

_____ (Client Initial Here) _____ (Attorney Initial Here)

B. Mandatory Fee Arbitration: Notwithstanding paragraph A, above, in any dispute over attorney's fees, costs, or both subject to the jurisdiction of the State of California over attorney's fees,

Monahan Law Office

Ms. Nancy Nien
October 14, 2021
Page 5

charges, costs, or expenses, you have the right to elect arbitration pursuant to the fee arbitration procedures as set forth in California Business and Professions Code sections 6200 -6206. Arbitration pursuant to the Mandatory Fee Arbitration Act is non-binding unless the parties agree in writing, after the dispute has arisen, to be bound by the arbitration award. The Mandatory Fee Arbitration procedures permit a court trial after arbitration, or a subsequent binding contractual arbitration if the parties have agreed to binding arbitration and either party rejects the award and requests a trial de novo within 30 days after the award is mailed to the parties. If, after receiving a notice of client's right to arbitrate, you do not elect to proceed under the State Bar fee arbitration procedures, and file a request for fee arbitration within 30 days, any dispute over fees, charges, costs, or expenses will be resolved by binding arbitration as provided in the previous paragraph A.

If either party rejects a non-binding fee arbitration award by timely submission of a request for trial de novo, the parties agree that in lieu of a trial de novo in court, the trial after arbitration shall be binding arbitration pursuant to the provisions of paragraph A, above.

Conclusion: After you have carefully reviewed this letter agreement, and if you agree to its terms, please sign and initial the enclosed copy and return it to us. We recommend that you keep a signed copy of this letter. When I receive the copy signed by you, I will return a fully executed copy to you.

Please feel free to call me at any time to discuss the terms of this letter, or any other matter relating to our representation. We are pleased to have this opportunity to be of service to you, and we look forward to working with you.

Very truly yours,

THE MONAHAN LAW OFFICE

Marilyn A. Monahan

I understand and agree to the terms set forth above.

ANAHEIM UNION HIGH SCHOOL DISTRICT

Date: 12-08-21

By: 
Nancy Nien, Assistant Superintendent, Fiscal Services



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CONSULTING

Professional Services Agreement
Anaheim Union High School District
School Consolidation

This Agreement for consulting services is entered into on January 14, 2022, by and between the Anaheim Union High School District herein referred to as the “District” and Eric Hall & Associates (EH&A), a division of MGT EH&A Investor, LLC, a Florida Limited Liability Company, referred to as the “Consultant”. EH&A agrees to provide services to the District under the terms, conditions, and scope of services as described herein.

SCOPE OF SERVICES

Consultant promises and agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional consulting services necessary for the services as more particularly described as the work plan and scope of services in Exhibit A, attached hereto and incorporated herein by reference. The Consultant and District agree that the work performed as identified in Exhibit A is of a highly specialized nature, does not require any Associate or Consultant to possess a credential issued by the California Commission on Teacher Credentialing. The Consultant and District agree that employees in the District are not experienced or qualified to perform these tasks and as such the work performed qualifies as an independent contractor assignment and is not subject to earnings limitations and the time is not reportable to CalPERS or CalSTRS. The District declares that the work of EH&A is free from District control and direction and that the scope of services is outside the usual course of the District’s expertise and that EH&A is an independently established business providing services to local educational agencies.

TOBACCO-FREE FACILITY

The District and its facilities are tobacco-free environments. Tobacco use is prohibited at all times on all District properties.

FUND AVAILABILITY

Funding of this Agreement is contingent upon appropriation and availability of funds. Work performed in advance of contract approval shall be done at the sole risk of Consultant.

COMPENSATION/COSTS AND PAYMENT SCHEDULE

Consultant shall receive compensation, including reimbursements, for all services rendered under this Agreement at the rates set forth in Exhibit B, attached hereto and incorporated herein by



reference. With prior approval of the District, the Consultant may sub-contract with other firms for specific legal, financial, demographic, or other support, as necessary. Consultant shall be reimbursed directly for subcontractor's costs including a 10% fee for processing contract, invoice documents, and coordinating approvals and modifications of sub-contractors.

The District shall pay Consultant promptly. Consistent with the Prompt Payment Act, payment of an invoice will be paid within 30 days of receipt to the office referenced in this agreement. A penalty of 0.25 percent per calendar day shall be applied until payment in full is received. Penalties may not be waived, altered, or limited by the District. Penalties and interest shall accrue to Consultant until invoice is paid.

CONFIDENTIALITY OF SERVICES OR WORK

All correspondence and dialogue between the parties, as well as documentation prepared by either party in conjunction with services performed under this Agreement shall remain confidential.

OWNERSHIP OF DOCUMENTS OR WORK

All documents prepared by Consultant pursuant to the scope of services of this Agreement shall be the property of the District. Consultant may use the content and form of such documents for other work performed by Consultant for other parties, so long as references to the District are only included upon express written consent of the District.

CONSULTANT & DISTRICT CONTACT NAMES & ADDRESSES

FOR THE CONSULTANT:

Eric J. Hall, President
Eric Hall & Associates
5245 Avenida Encinas, Suite A
Carlsbad, CA 92008
760.602.9352
eric@ehanda.com

FOR THE DISTRICT:

Nancy C. Nien, Ph.D.
Assistant Superintendent, Business Services
Anaheim Union High School District
501 N. Crescent Way
Anaheim, CA 92801
714.999.3555
nien_n@auhsd.us



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TERMINATION

This Agreement may be terminated by either party with a thirty (30) day written notice. In the event that the Agreement is terminated prior to the completion of the work as identified in Exhibit A, the Consultant shall be compensated for the work completed on a prorated basis.

INDEPENDENT CONTRACTOR

It is expressly understood that at all times, while rendering the services described herein, and in complying with any terms and conditions of this Agreement, the Consultant is acting as an independent contractor and not as an officer, agent, or employee of the District. The Consultant shall not be required to keep specific work hours, equipment, or a specific office, and shall use independent means and methods for performing the tasks as identified in the scope of services.

HOLD HARMLESS

Consultant agrees to hold harmless, defend and to indemnify the District, its officers, agents, and employees against all claims, demands, and causes of action by Consultant, employees, or third parties on account of personal injuries or death or on account of property damages arising out of the work to be performed by the Consultant as identified in the scope of this Agreement and resulting from the negligent act or omissions of the Consultant, its agents, employees, or subcontractors.

AUDIT

Consultant agrees to maintain and preserve, until three (3) years after termination of the Agreement with the District and to permit the State of California or any of its duly authorized representatives, to have access to and to examine and audit any pertinent financial documents, books, papers, and records related to this Agreement.

NON-SOLICITATION

District agrees that during the term of this Agreement and for a period expiring one (1) year after the date of termination of this Agreement, District will not directly or indirectly solicit, hire, or contract with any employees or independent contractors of Consultant for District's own benefit, or for the benefit of any other party. This one-year period shall be tolled for any time period that District is in violation of this paragraph.

The parties agree that the District will be liable to Consultant for liquidated damages for each violation of this paragraph, as follows: District shall pay the Consultant an amount equal to the greater of (a) one hundred percent (100%) of the gross amounts paid to the employee or independent contractor who was involved in the violation of this paragraph during the one-year



period commencing as of the date the employee or independent contractor first receives payment as a result of District’s violation of this paragraph or (b) one hundred percent (100%) of the gross revenues for the one-year period preceding the termination of this Agreement.

The parties agree that these measures of damages are reasonable compensation for Consultant’s interest and investment in its business, employees, independent contractors, and proprietary information. The provisions of this paragraph shall survive the termination of this Agreement.

INSURANCE REQUIREMENTS

Consultant shall maintain and shall cause each subcontractor to maintain General Liability and Property Damage Insurance to protect them and the District from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this Agreement. The minimum amounts of such insurance shall be as hereinafter set forth.

Amounts of Insurance:

Commercial General Liability	\$2,000,000 per occurrence
Professional Liability	\$2,000,000 per occurrence
Auto Liability for owned and non-owned vehicles	\$2,000,000 per occurrence

Upon request by the District, the Consultant shall provide, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the District as an additional insured.

GOVERNING LAW/VENUE

In the event of litigation, the Agreement and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate State or Federal court located in San Diego County.

COMPLIANCE WITH LAW

Consultant shall be subject to, and shall comply with, all Federal, State, and local laws and regulations applicable with respect to its performance under this Agreement including, but not limited to licensing, employment, purchasing practices, wages, hours, and conditions of employment, including nondiscrimination.

FINAL APPROVAL

This Agreement is of no force or effect until approved by the Board of Trustees of the District and executed by a District official delegated the responsibility by the Board.




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CONSULTING

ENTIRE AGREEMENT

This Agreement represents the entire Agreement and understandings of the parties hereto and no prior writings, conversations, or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed, such parties acting by their representatives being thereunto duly authorized.

DISTRICT: Anaheim Union High SD	CONSULTANT: Eric Hall & Associates
By: Nancy C. Nien, Ph.D.	By: Eric J. Hall
Assistant Superintendent, Business Services	President 
Print Name: Nancy C. Nien	Print Name: Eric J. Hall
Date:	Date: Date: October 27, 2021
	Taxpayer Identification # 81-0878597



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***Anaheim Union High School District
School Consolidation
Exhibit A***

Scope of Services and Work Plan

The Phase I scope of services shall include the following work plan:

PHASE I: EVALUATION CRITERIA & DATA COLLECTION

1. Gather data and create documents to display current and projected enrollment as well as classroom and campus capacities and school site efficiencies including vacant and surplus classrooms.
2. Assist in researching information and creating tools designed to assist the District in considering a school site for potential savings; transportation impacts; transition issues; enrollment and capacity implications; portable and permanent classroom counts; and alternative uses of the site.
3. Collaborate with the District to identify specific criteria to be applied in the consideration of school consolidation:
 - a. Enrollment history and projections,
 - b. Environmental concerns,
 - c. Ethnic balance,
 - d. Safety and security,
 - e. Signature programs,
 - f. Financial implications,
 - g. Class size, enrolment, and capacity,
 - h. Conditions of facilities,
 - i. Operational costs, and
 - j. Alternative uses
4. Collaborate with the District in providing guidance in the establishment a plan for a Superintendent's Advisory Committee (SAC) to include a calendar and schedule of key events and milestones. EH&A will assist the District in forming a committee that is representative of a cross section of the community.



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5. Establish a purpose and/or goal statement for the SAC and support the District in finalizing that purpose statement. EH&A will assist the District in communicating these efforts with the Board of Trustees as well as the Leadership Team.

PHASE II: ESTABLISHING AND FACILITATING THE SUPERINTENDENT'S ADVISORY COMMITTEE ON SCHOOL CONSOLIDATION

1. Facilitate the Superintendent's Advisory Committee (SAC) to include assisting in the preparation and presentation of the purpose and goals as articulated by the Superintendent and reviewed and confirmed by the Board of Trustees.
2. Develop agendas and minutes; assist in creating presentation material; assist District staff in presenting information and addressing questions and requests for additional information.
3. Work closely with the District's Curriculum and Instruction Division to ensure that the District's educational program and consolidation vision is incorporated into the decision-making process.
4. Provide periodic updates to the Board of Trustees on the status and progress of the SAC.
5. Facilitate a presentation by the staff at the SAC about the status of the District Budget and the purpose for school consolidation.
6. Conduct town hall meetings, public hearings, and/or other community sessions designed to build community capacity and to provide information and solicit input.
7. Guide the discussions of the Committee and facilitate discussions designed to develop consensus on recommendations for the Superintendent's consideration.
8. Develop draft and final reports of the SAC and present these to District Leadership and the Board of Trustees for consideration.



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***Anaheim Union High School District
School Consolidation
Exhibit B***

Compensation and Payment Terms

The services provided by EH&A shall be compensated on a time and expense basis and services shall be paid at the following rates:

Administrative Support, \$50 per hour
Associate, \$125 to \$200 per hour
Senior Associate, \$210 per hour
Vice President, \$220 per hour
President, \$245 per hour

In addition to the hourly compensation as identified above, the Consultant shall be reimbursed for reasonable mileage, meals, and other customary expenses. Extraordinary travel involving hotel, airfare, and other expenses shall be reimbursed if approved in advance by the District. The mileage reimbursement shall be at the IRS rate.

The cost of the services to be provided as identified in Exhibit A shall not exceed \$25,000 for the first phase without the prior consent of the District. The costs for phase II of the work plan shall be determined once the district provides EH&A authorization to proceed on that portion of the consolidation process.

The Consultant shall submit an itemized invoice detailing the date of work performed, tasks, and days, or portions of days worked shall be specified.

The District shall process and pay invoices within 30 days of receipt.

MANAGEMENT CONSULTING AGREEMENT

THIS MANAGEMENT CONSULTING AGREEMENT ("Agreement") is made effective as of January 14, 2022 (the "Effective Date") by and between ANAHEIM UNION HIGH SCHOOL DISTRICT ("Client") and TERRIS BARNES WALTERS BOIGON HEATH LESTER, INC., a California Corporation (DBA "TBWBH PROPS & MEASURES").

- A. Client needs assistance evaluating the electoral feasibility of a bond measure, developing a measure for the ballot and implementing a public outreach and communications program to raise awareness of the Client's funding needs.
- B. TBWBH is a professional consulting firm that provides ballot measure electoral feasibility, public outreach and communication consulting services.
- C. Client desires that TBWBH provide certain consulting services to Client with respect to a Bond Measure related to upgrading local school facilities ("Bond Measure") pursuant to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. Engagement of TBWBH. Client hereby engages TBWBH to perform the following services (collectively, "Services"):
 - a. Feasibility Assessment. TBWBH shall perform any of the following services as needed to assess the electoral feasibility of the Bond Measure for Client:
 - 1) Collaborate with Client's pollster to develop, conduct and analyze an opinion survey of voters in the District to assess the electoral feasibility of the Bond Measure;
 - 2) Conduct a demographic analysis of voters in the District and how they break into key sub-groups by age, ethnicity, political party, length of residency, parents and other key criteria;
 - 3) Analyze past election results in the District and region to understand voter turnout trends and other relevant voting patterns;
 - 4) Research other local tax proposals that may be heading to an upcoming ballot that could compete with Client's Bond Measure; and
 - 5) Make specific recommendations regarding an optimal election date, bond amount, tax rate and other important ballot measure features.
 - b. Ballot Measure Development. TBWBH shall perform any of the following services as needed to assist Client in preparing the Bond Measure for the ballot:

- 1) Recommend the list of projects to be funded by the measure and prepare messaging that clearly articulates how these projects will benefit from the Bond Measure;
 - 2) Develop procedures for the taxpayer accountability protections, including a process for an independent citizens' oversight committee;
 - 3) Work with legal counsel to develop a resolution calling for the election;
 - 4) Work with legal counsel to develop the 75-word ballot question;
 - 5) Work with legal counsel to develop and refine the full text of the measure, project list, tax rate statement and other materials that will appear in the ballot pamphlet mailed to all voters;
 - 6) Present recommendations, documents and resolutions to the Governing Board for approval; and
 - 7) Work with the County Registrar of Voters Office to assist Client in completing the process of qualifying for the ballot.
- c. Public Information. TBWBH shall perform any of the following services as needed to raise awareness of Client's funding needs and the Bond Measure proposal:
- 1) Develop informational fact sheets to be distributed at school sites and school functions;
 - 2) Provide content related to the Bond Measure to be added to Client's website, included in email updates and added to newsletters;
 - 3) Prepare PowerPoint presentations for school and community meetings;
 - 4) Write, design, and produce mailings and advertising to educate, inform and engage voters;
 - 5) Develop strategies and plans to inform and engage key internal stakeholder groups, including teachers, principals, parent leaders, bargaining units, Governing Board and others; and
 - 6) Develop strategies and plans to inform and engage influential external groups including elected leaders, business leaders, city leaders, ethnic community leaders, faith community leaders, taxpayer groups and others.
- d. Employment of Additional Personnel. In connection with the consulting services to be provided under this Agreement, TBWBH shall utilize its own employees and retain third party vendors pursuant to Section 3.b. TBWBH shall not be required to employ any additional personnel to assist TBWBH in the performance of TBWBH's duties. TBWBH may recommend that Client hire additional personnel to assist TBWBH. Any such personnel shall be hired and paid by Client, under the direction and control of Client, and may be discharged by Client. In every instance, such additional personnel shall be considered an employee of Client, not

TBWBH. The foregoing shall not limit TBWBH's right to hire, pay, and /or discharge its own employees.

2. Term of Agreement. The term of this Agreement ("**Term**") shall commence on the Effective Date and shall continue until the earliest of:
 - a. Thirty (30) calendar days following the Board's adoption of a resolution calling for a bond election.
 - b. Either party may terminate this Agreement at any time without cause by giving thirty calendar (30) days' advance written notice to the other party.
 - c. Termination of this Agreement by TBWBH at any time for non-payment of any amount owed to TBWBH under Section 3.
3. Compensation. In consideration for the Services to be rendered by TBWBH pursuant to this Agreement, Client shall pay the following fees to TBWBH:
 - a. Base Consulting Fee. TBWBH shall be paid a Base Consulting Fee of \$6,500 per month, payable within 30 days of receipt of invoice. The Base Consulting Fee shall be calculated on a pro-rata basis for the initial and /or final month of service if less than a full calendar month.
 - b. Payments on Certain Purchases and Rentals. All media and advertising goods and services shall be purchased or rented from TBWBH by Client according to the agreed upon schedule of prices, which is attached hereto as Exhibit 1 and incorporated herein by reference. The schedule of prices lists the entire cost of purchasing or renting media goods and services from TBWBH. TBWBH shall in turn subcontract the work to third party vendors, giving preference to third party vendors who donate or discount their services. Payment for such items shall be made in advance by Client to TBWBH, or to the third party vendor at the discretion of TBWBH.
 - c. Reimbursement of Expenses. Client shall reimburse TBWBH for expenses incurred by TBWBH from time to time in connection with the performance of the Services described herein, which includes, but is not limited to, automobile mileage at the established IRS reimbursement rate at the time at the time of travel, parking fees, copying fees, telephone charges, postage and other out-of-pocket expenses. TBWBH shall submit a report of actual expenses, and within thirty (30) days thereafter, Client shall reimburse TBWBH in full. Expenses billed to Client shall not exceed \$1,000 in the aggregate, per calendar month without the verbal or written approval of Client. Any verbal approval shall be confirmed in writing by either party. Client may designate in writing an individual(s) with authority to approve expenses on Client's behalf.
4. Indemnification and Limitation of Liability.

- a. Each party (the "Indemnifying Party") agrees to indemnify, defend and hold harmless the other party (the "Indemnified Party") from all losses, liabilities, damages, claims, costs or expenses (including reasonable attorney fees or court costs) resulting solely and directly from the Indemnifying Party's material breach of any provision in this Agreement, willful misconduct, gross negligence, or infringement of any patent, copyright, trade secret, or other proprietary right related to any material the Indemnifying Party furnished to the Indemnified Party pursuant to this Agreement; provided, however, this Section does not cover any acts or omissions by any third party pollsters. The Indemnified Party agrees to give the Indemnifying Party prompt written notice of any claim or other matter as to which it believes this indemnification provision applies, and to co-operate with the Indemnifying Party in the defense of any such claim or other matter.
 - b. TBWBH's sole and maximum liability arising out of, or related to, this Agreement or the Services shall not exceed the fees paid by Client to TBWBH pursuant to Sections 3.a and 3.b (excluding any fees paid for public opinion surveys or polls conducted by third parties), and any attorneys' fees and costs owed under Section 12. In no event shall TBWBH be liable for indirect, incidental, special, consequential, punitive, exemplary or any other type of damages arising out of or related to this Agreement or the Services.
5. Expenditure Authority. Only Client, or a person designated by Client, shall have the authority to approve any single expenditure in excess of \$500. TBWBH shall not commit Client to any expenditure, nor incur any obligation on behalf of Client, in excess of \$500 without verbal or written approval from Client. TBWBH shall not spend more than the amount so approved plus 5% without securing additional approval from Client. Any verbal approval shall be confirmed in writing by either party. Client may designate in writing an individual(s) with authority to approve expenditures on Client's behalf.
6. Approval of Materials. Client is responsible for giving final approval of materials developed by TBWBH for distribution to the public, including, without limitation, informational fact sheets to be distributed at school sites and school functions, Client's website content related to the Bond Measure, PowerPoint presentations for school and community meetings, and mailers. Approval of mailers must be given in writing by the Superintendent or his or her designee. Approval of all other materials besides mailers may be given verbally or in writing by any authorized agent of Client.
7. Termination Payments. Upon termination of this Agreement, Client shall pay TBWBH the following.

- a. Base Consulting Fee. Client shall pay TBWBH on the termination date any Base Consulting Fee that is owed under Section 3.a for Services performed up to and including the date of termination.
 - b. Reimbursement for Payments to Vendors. Upon termination of this Agreement, Client shall pay TBWBH on the termination date all amounts advanced by TBWBH pursuant to Section 3.b that have not been paid by Client, including, but not limited to, any amounts owed to third party vendors retained by TBWBH and any cancellation fees charged by such third party vendors.
 - c. Reimbursement of Expenses. Within thirty (30) days after termination of this Agreement, TBWBH shall submit a final accounting of TBWBH's expenses pursuant to Section 3.c, and within ten (10) days thereafter, Client shall pay TBWBH for all expenses incurred on behalf of Client.
8. Proprietary Rights and Licenses.
- a. Any idea, improvement, invention, discovery, process, development, design, know-how, data, logo, trademark, service mark, or work of authorship (collectively referred to as "Developments" and which shall include all intellectual property rights related thereto) conceived of, developed, or first reduced to practice in the performance of Services hereunder for Client shall be and remain the exclusive property of TBWBH and may be treated and dealt with by TBWBH as such without payment of any consideration to Client. The Development intellectual property rights shall include any patents, copyrights, moral rights, trademarks, trade secrets, industrial design, maskworks, and all other similar rights and protections, including without limitation all applications for registration of any of the foregoing, anywhere in the world (in each case, whether or not patentable or registrable under patent, copyright, trademark, or similar statutes). Client shall make reasonable efforts to preserve such Developments as confidential during the Term of this Agreement and thereafter and, upon TBWBH's request, shall execute such documents and instruments as TBWBH shall reasonably request as necessary to confirm and vest title to such Developments in TBWBH under any applicable law.
 - b. TBWBH hereby grants Client a perpetual, royalty-free, non-exclusive right and license (but without the right to sublicense) to use, modify, reproduce, perform, release, display, create derivative works from, and disclose Developments within the School District for any legitimate School District purpose, which shall not include any commercial purpose or impermissible advocacy activities prohibited by applicable law.
9. Compliance with Relevant Laws. Client agrees to comply, during the course of this Agreement, with all applicable Federal, State and Municipal laws,

including any applicable public disclosure laws and any applicable laws governing the expenditure of public funds, and obtain the necessary legal, accounting, and other Services necessary to comply with all such laws. Client is solely responsible for determining whether the Services performed by TBWBH under this Agreement constitute permissible informational activities or impermissible advocacy activities pursuant to applicable law. Client acknowledges that TBWBH does not provide any guidance or advice in this regard and Client's legal counsel has final review and responsibility for compliance with all legal requirements.

10. Relationship Between the Parties. Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture or any relationship other than an independent consulting relationship between Client and TBWBH, or cause TBWBH to be responsible in any manner for the debts and obligations of Client.
11. Attorneys' Fees. If either party retains counsel to represent that party in any controversy, dispute or claim arising out of or relating to this Agreement, including any claim for the purpose of enforcing, or preventing the breach of, any provision of this Agreement, obtaining damages by reason of any alleged breach of any provision of this Agreement, obtaining a declaration of such party's rights or obligations under this Agreement, or obtaining any other legal remedy (a "Dispute"), before an arbitrator or a court of competent jurisdiction, the prevailing party shall be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which the prevailing party may be entitled.
12. Limited Warranty. TBWBH warrants that it shall perform the Services in a professional manner in accordance with commercially reasonable industry standards for similar services. TBWBH makes no warranty, express or implied, concerning the results of the Services, including, without limitation, the success of the Bond Measure. TBWBH makes no warranty concerning, and is not responsible for, any services performed by third party pollsters. To the full extent permitted by law, all implied warranties are hereby excluded.
13. Arbitration. To the fullest extent permitted by law, any Dispute, as defined in Section 12, shall be settled by binding arbitration administered by the American Arbitration Association in San Francisco, California under its Commercial Arbitration Rules that are in effect at that time ("Rules"), which may be obtained from www.adr.org or from any AAA office. In the event of any conflict between the Rules and this Section, this Section shall apply. The parties agree to submit to the jurisdiction of a single neutral arbitrator selected in accordance with the Rules. The arbitration shall be governed by the laws of the State of California, including, but not limited to, the California Arbitration Act (Code of Civil Procedure § 1280 et seq.). The arbitrator shall have discretion to award damages, and to fashion any other remedy or relief otherwise available under applicable law in a court proceeding. The arbitrator

shall award the prevailing party reasonable attorneys' fees and costs pursuant to Section 12. The arbitrator shall provide a written award, including findings of fact and the conclusions of law on which the decision is based. The arbitrator shall not have the power or authority to commit errors of law or legal reasoning. The parties each expressly waive the right to a jury trial, and agree that the arbitrator's award shall be final and binding on the parties; provided that any award shall be reviewable for legal error, confirmation, correction or vacatur pursuant to California Code of Civil Procedure §1285 et seq. Any action to review the arbitration award shall be filed and maintained in a California state court of competent jurisdiction.

14. Assignment. Client shall not have the right to assign Client's rights or delegate Client's obligations under this Agreement without the prior written consent of TBWBH, which consent may be withheld in TBWBH's sole and absolute discretion. Any attempted assignment or delegation in violation of this provision is void and will entitle TBWBH to terminate this Agreement.
15. Exclusivity of the Agreement. During the Term of this Agreement, Client shall not engage any other person or entity to perform any acts or services to be performed by TBWBH under this Agreement without the prior written approval of TBWBH. TBWBH's right to perform consulting, media management, or any other services for any other person or party shall not be limited in any way.
16. Notices. Any notice required or permitted under this Agreement shall be in writing and shall be addressed to the other party at the address set forth on the signature page of this Agreement. A notice shall be effective (i) upon personal delivery if given by hand delivery, (ii) the date of the completed transmission if given by facsimile, (iii) one business day after deposit, prepaid, with Federal Express or similar overnight delivery service for next business day delivery, or (iii) two business days after deposit with the United States Post Office, by registered or certified mail, postage prepaid. Each party may, by five days advance written notice to all other parties, specify any other address for the receipt of such notices.
17. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and it supersedes and replaces any prior or contemporaneous understandings or agreements, whether written or oral, between the parties with respect to such subject matter. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.
18. Applicable Law. This Agreement and the rights of the parties shall be governed by and construed and enforced in accordance with the laws of the State of California, except that the Agreement shall be interpreted as though drafted jointly by both parties.


19. Severability. In case one or more of the provisions contained in this Agreement, or any application of the provisions, shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement, and any other application thereof, shall not in any way be affected or impaired.
20. Captions for Convenience. The captions and headings in this Agreement are for convenience only and shall not be considered in interpreting any provision of this Agreement or in determining any of the rights or obligations of the parties to this Agreement.
21. Waiver and Amendment. No breach of any provision of this Agreement can be waived unless in writing. Waiver of any one breach shall not be deemed to be a waiver of any other breach. This Agreement may be amended only by a written agreement executed by the parties hereto at the time of the modification.
22. Binding Effect. This Agreement shall be binding upon, and inure to the benefits of, the parties and their respective heirs, executors, administrators, successors and permitted assigns.
23. Counterparts; Signatures. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one Agreement. The parties agree that signatures on this Agreement transmitted via facsimile or electronically in PDF format have the same force and effect, and are considered the same as, originals.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Management Consulting Agreement as of the date first written above.

**TERRIS BARNES WALTERS BOIGON
HEATH LESTER, INC.**

**ANAHEIM UNION HIGH SCHOOL
DISTRICT**

By: _____

Name: Charles Heath

Title: Partner

Address for Notices:
50 Osgood Place, 4TH Floor
San Francisco, CA 94133

By: _____

Name: Nancy C. Nien

Title: Assistant Superintendent, Business

Address for Notices:
501 N. Crescent Way
Anaheim, CA 92801

Exhibit 1
Schedule of Prices

To: Anaheim Union High School District
From: TBWBH
Subject: Subvendor / Subcontractor Pricing
Date: December 17, 2021

Informational Mailer to Voter and Parent Households

Estimated quantity of all voter and parent households:	94,172
Cost for brochures (11x17 or equivalent, 1 or 2-fold, 4-color):	\$51,104

*Price includes design, pre-press, print, labels, labeling, post office check-in, stock photography, non-profit bulk rate postage, shipping and sales tax.
Additional pricing available upon request.*



BOND FEASIBILITY SURVEY
WORK SCOPE & AGREEMENT

PREPARED FOR
ANAHEIM UNION HSD



DECEMBER 2, 2021

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RESEARCH PROPOSAL

True North Research, Inc. (True North) is pleased to be the Anaheim Union High School District's (District) research partner for the forthcoming bond feasibility survey. Our recent conversations with Keith Weaver (Government Financial Strategies) have been quite helpful to our understanding of the District's objectives and needs with respect to the proposed research, and we have crafted this summary description of the proposed work scope and associated costs accordingly. However, if we missed an important detail—or if other issues have arisen that should be factored into the study—please feel free to contact us (760.632.9900) and we'll be happy to revise this work plan.

SCOPE OF WORK Creating revenue measures that are ultimately approved by the necessary percentage of voters is difficult, especially in the State of California. Successful measures require insightful research and sound, strategic advice. The overriding objective of the survey is thus to produce an *unbiased, statistically reliable* evaluation of voters' interest in supporting a local bond measure, as well as identify how best to align the measure with community priorities and position it for voter approval.

The scope of services that we propose to perform for the District includes all tasks associated with designing, conducting and analyzing a Baseline Survey early Q1 2022 and a Tracking Survey late Q2 2022, as well as presenting the results. Briefly, the scope of services for each survey includes:

- Meet with the District to thoroughly discuss the research objectives and methodology for the study, as well as discuss potential challenges, concerns, and issues that may surround the study.
- Develop a stratified and clustered sample of voters who—based on their voting history and registration status—are likely to participate in the election of interest (November 2022) on the natural or through targeted outreach efforts.
- Develop a draft questionnaire for the District's review and make revisions as needed until all parties approve of the instrument.
- Pre-test the survey instrument to ensure its integrity.
- Professional translate the survey and invitations into Spanish, Korean, and Vietnamese.
- CATI (Computer Assisted Telephone Interviewing) program the finalized survey instrument to ensure accurate and reliable data collection when using live telephone interviewers.
- Web program the same survey instrument to allow respondents the flexibility to participate online at a secure, password-protected survey site or by telephone.
- Recruit voters to participate in the survey using a combination of email invitations, text invitations, and telephone calls.
- Collect at least 500 (or 600) quality interviews per survey according to the sampling plan and a strict interviewing protocol. Interviewers will be professional, high quality interviewers. It is expected that the average interview will last approximately 15 minutes, although we have provided cost options for a longer 20 minute survey if needed.
- Process the data, which includes conducting validity checks, cleaning, recoding, coding open-end responses, and adjusting for strategic oversampling (if used) through a statistical procedure known as 'weighting'.

- Prepare a report of the survey findings and present the results to the District.
- Be available to assist and provide advice to the District after the survey is complete.

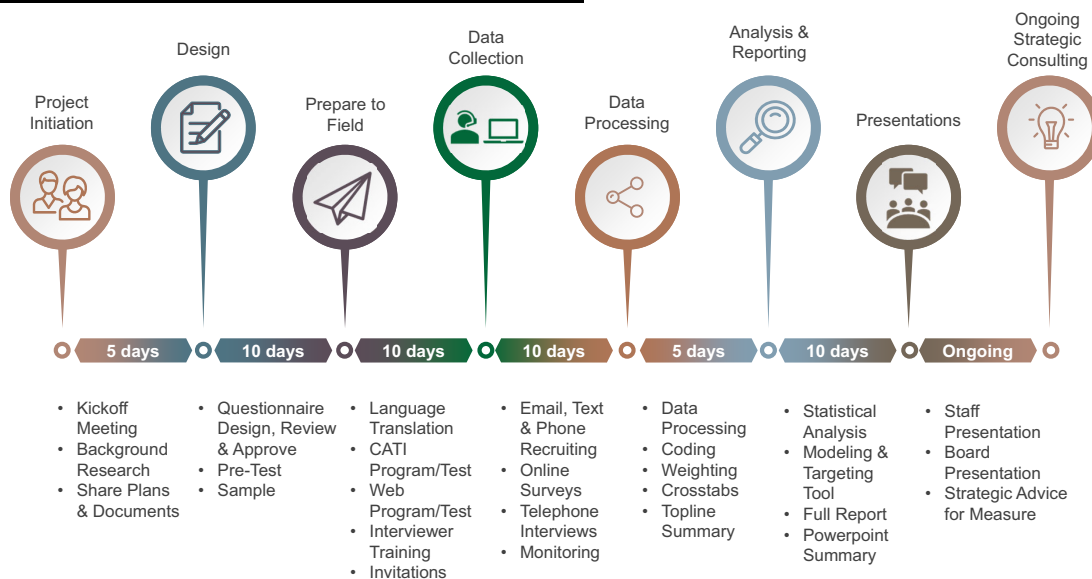
COSTS True North's fixed-fee cost to design and conduct each survey will depend on the sample size and survey length chosen by the District (see Table 1 for options). The costs shown are inclusive—there will be no additional charges associated with the study. For contracting purposes, we recommend budgeting for \$58,865 which will allow for two surveys of 600 voters each (1,200 total) with the Baseline Survey being 20 minutes in length and the Tracking Survey being 15 minutes in length.

TABLE 1 BOND SURVEY COSTS

Task	600 Interviews 20 Min Length	600 Interviews 15 Min Length	500 Interviews 15 Min Length
<i>Core Services</i>			
Random Sample	\$2,450	\$2,450	\$2,200
CATI & Web Programming	\$1,850	\$1,675	\$1,675
Language Translation	\$2,500	\$1,900	\$1,900
Data Collection	\$12,250	\$10,450	\$8,708
Data Processing/Weighting	\$2,250	\$2,120	\$2,120
Design, Analysis & Reporting	\$8,500	\$8,500	\$8,500
Project Management	\$985	\$985	\$985
<i>Value Added Services</i>			
Targeting Tool	Inc	Inc	Inc
Statistical Modeling	Inc	Inc	Inc
Advise on measure package	Inc	Inc	Inc
TOTAL	\$30,785	\$28,080	\$26,088

SURVEY TIME LINE True North will work with the Anaheim Union High School District to establish a project schedule for each survey that meets the District's needs. Figure 1 on the next page presents a typical time line for a survey that shows the stages of a bond survey project, the number of days that we usually recommend devoting to each stage, as well as the key research tasks that are completed in each stage. We have the flexibility and resources to adjust this time line if the District desires.

FIGURE 1 PROPOSED TIME LINE

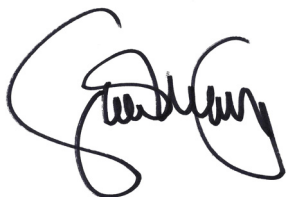


LETTER OF AGREEMENT

This proposal and the standard business terms (see below) will serve as a letter of agreement between True North Research and the Anaheim Union High School District for the services described previously. In fulfillment of this agreement, True North will perform the services described in the *Scope of Work* on page 1. True North will invoice the full amount of the contract upon delivery of the report, with full payment due within 30 days of receiving the invoice.

Sincerely,

Agreed to and accepted by:



Timothy McLarney, Ph.D.
President
True North Research
1592 N Coast Highway 101
Encinitas CA 92024

Nancy Nien, Ph.D.
Assistant Superintendent, Business
Anaheim Union High School District
501 N. Crescent Way
Anaheim, CA 92801

BUSINESS TERMS Contracts and agreements between True North Research and its clients include the following general terms and conditions unless otherwise specified in a contract or agreement.

Flat Fees Unless otherwise specified, True North Research charges a flat fee for all or a portion of its services to a client in lieu of hourly charges.

Notices Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be documented in writing.

Confidentiality True North Research acknowledges that during the engagement it will have access to and possibly become acquainted with trade secrets, inventions, innovations, processes, information, records, and specifications owned or licensed by the Client in connection with the operation of its business including, business and product processes, methods, customer lists, accounts, and procedures. True North Research agrees that it will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the client, or without written consent from the client.

Acting as Agent In compliance with California sales tax regulation, True North Research is designated as an Agent for the acquisition of tangible personal property and services as they apply to its clients' marketing activities.

BOT - 7

<i>Merger</i>	The merger or consolidation of the client into or with any other entity shall not terminate or otherwise modify this Agreement.
<i>Ownership of Materials</i>	In producing finished products, it is expressly understood that ownership of all materials purchased by True North Research to complete the materials to be produced passes to its clients at the time of purchase and prior to any use by True North Research.
<i>Independent Contractor</i>	This Agreement shall not render True North Research an employee, partner, agent of, or joint venturer for the client for federal, state or local tax purposes, or for any other purpose.
<i>Amendment Provision</i>	This contract contains the entire agreement between the parties, and is subject to and will be construed under the laws of the State of California, and may be amended only in writing signed by both parties.
<i>Successors</i>	Any agreement between the agency and a client shall be binding upon, the heirs, successors and assignors of the parties.
<i>Termination</i>	The contract may be terminated by mutual consent of both parties, or by 10 days notice by either party. If the agreement is terminated, True North Research will bill the client for all work completed to date (including subcontractors' work).
<i>Attorneys' Fees</i>	Should any action be brought by one party against the other party to enforce any agreement, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees, costs and expenses.
<i>Governing Law</i>	Any agreement between True North and a client shall be governed by California law and any action arising out of it shall be instituted and prosecuted in the Municipal or Superior Court of the County of San Diego.

The Board of Trustees has adopted the following policies and procedures concerning music organizations and pageantry units in the Anaheim Union High School District.

TRIP MILEAGE LIMITATION

All performances on the part of any music organization, including pageantry units of the Anaheim Union High School District, which would involve traveling beyond a 125-mile radius, would require the following:

1. Approval of the school principal
2. Approval by District personnel
3. Request limited to only one-day's absence from school.
4. ~~Request submitted on form #484, *Student Field Trip Request*.~~
Request submitted on #484e, *Student Field Trip Request*.

LIMITATION OF EVENTS FOR INSTRUMENTAL GROUPS

~~Junior High School Bands: The total number of performances for junior high school organizations to include competition and noncompetitive events shall not exceed eight (8) in one school year. Annual local (within the Anaheim Union High School District) performances shall not be included in the above restriction.~~

~~Senior High School Bands: The total number of performances for senior high school organizations to include competition and noncompetitive events shall not exceed eight (8) in one school year. Annual local (within the Anaheim Union High School District) performances shall not be included in the above restriction.~~

The total number of performances for any single instrumental ensemble shall not exceed eight in one year. Annual local (within the Anaheim Union High School District) performances shall not be included in the above restriction.

BAND UNIFORMS, SENIOR HIGH SCHOOL MARCHING BAND UNIFORMS, SENIOR HIGH SCHOOL

~~The District is to pay the full price of 100 band uniforms for each senior high school and 50% of the cost of additional uniforms to a limit of 137. If the school has maintained a band of over 137 for three years prior to the year of purchase, the District will pay 50% of the cost of the additional uniforms to a limit of 170. Uniforms over the limit will be paid for by the school and/or boosters. The rotation cycle for each school will be nine (9) years.~~

~~An agreement denoting the length of time will be signed by the site principal, paying group (i.e., associated student body (ASB), band booster club), and the assistant superintendent, business services. Under no circumstances will the time be longer than~~

~~four years. If the band uniforms are not completely paid for, the school will be taken out of the next replacement rotation cycle.~~

~~The length of time a school has to reimburse the District for the purchase of band uniforms will be determined by the site principal, paying group (i.e., associated student body (ASB), band booster club), and the assistant superintendent, business services.~~

The District shall purchase a complete set of marching band uniforms for each senior high school on an eight-year rotation schedule. Oxford Academy is not included in this rotation, as they do not have a marching band program. To allow for proper sizing and fitting, a complete set of uniforms is defined as a quantity of coats, pants, headwear, storage bags, hangers, and uniform-specific accessories. The quantity of a complete set is defined as up to twenty percent higher than the average enrollment total in the marching band from the previous three years at each respective school site. The purchases of gloves and shoes are not included in this policy. This enrollment figure is inclusive of all student musicians, student conductors or drum majors, and colorguard or pageantry members.

INSTRUMENTAL MUSIC CONCERT ATTIRE

The District shall pay for instrumental music concert attire on an eight-year rotation schedule that serves one high school and one junior high school per year. Every eight years, an additional amount must be budgeted to include Oxford Academy in the rotation.

~~CHORAL UNIFORMS, SENIOR HIGH SCHOOL~~ CHORAL MUSIC CONCERT ATTIRE

~~The District is to pay the full price of 100 choral uniforms for each senior high school and 50% of the cost of additional uniforms to a limit of 137. If the school has maintained a choir of 137 for three years prior to the year of purchase, the District will pay 50% of the cost of the additional uniforms to a limit of 170. Uniforms over the limit will be paid for by the school and/or boosters. The rotation cycle for each school will be nine (9) years.~~

~~An agreement denoting the length of time will be signed by the site principal, paying group (i.e., associated student body (ASB), band booster club, etc.) and the assistant superintendent, business services. Under no circumstances will the time be longer than four years. If the choir uniforms are not completely paid for, the school will be taken out of the next replacement rotation cycle.~~

~~The length of time a school has to reimburse the District for the purchase of choral uniforms will be determined by the site principal, paying group (i.e., associated student body (ASB), band booster club), and the assistant superintendent, business services.~~

The District shall pay for choral music concert attire on an eight-year rotation schedule that serves one high school and one junior high school per year. Every eight years, an additional amount must be budgeted to include Oxford Academy in the rotation.

Board of Trustees

October 11, 1979

Revised: December 8, 1986

Revised: May 24, 1990

Revised: May 26, 1992

Revised: August 1993

Reviewed: October 2001

Reviewed: April 2005

Revised: TBD

E

ADMINISTRATIVE REGULATIONS**Covered Items:**

A complete marching band uniform includes coat, overlays, shoulder cords, pants, hat (shako), plume, spats, hangers, garment bags, and shako boxes.

Only District-owned and maintained uniform/costume items are allowable for purchase. T-shirts, hats, gloves, marching shoes, etc. that individual students can keep are not allowable purchases.

Budgeting:

The total amount paid for all marching band uniforms, instrumental music concert attire, and choral music concert attire should remain under the budgeted amount. The current budget for the student music ensemble attire is \$140,000/year. This budget should be revisited periodically to account for increases in material and labor costs as well as program growth and student enrollment.

The current budget of \$140,000 would allow allocation of \$120,000 toward the marching band uniforms, \$10,000 toward the instrumental music concert attire, and \$10,000 toward the choral music concert attire.

Every four years, an additional \$6,500 must be budgeted to include Oxford Academy in both the instrumental music concert attire and the choral music concert attire rotations. Oxford Academy will be included as a high school. The instrument and choral rotations will be offset by four years from each other to spread out over several years the extra amount required to include Oxford Academy.

Sample Multi-Year Budget Based On Current Rotation Orders:

Year	High School Instrumental Concert Attire (<\$6,500)	Junior High School Instrumental Concert Attire (<\$3,500)	High School Choral Concert Attire (<\$6,500)	Junior High School Choral Concert Attire (<\$3,500)	High School Marching Band Uniforms (<\$120,000)
2022-23	Anaheim	Sycamore	Loara	Ball	Kennedy
2023-24	Western	Orangeview	Kennedy	Walker	Katella
2024-25	Savanna and Oxford Academy	Brookhurst	Katella	South	Anaheim
2025-26	Magnolia	Dale	Cypress	Lexington	Western
2022-23	Loara	Ball	Anaheim	Sycamore	Magnolia
2023-24	Kennedy	Walker	Western	Orangeview	Cypress
2024-25	Katella	South	Savanna and Oxford Academy	Brookhurst	Savanna
2025-26	Cypress	Lexington	Magnolia	Dale	Loara

Board of Trustees
TBD

CITY OF LA PALMA
MEAL GAP GRANT FUNDING DISTRIBUTION AGREEMENT

This Meal Gap Grant Funding Distribution Agreement (“Agreement”) is entered into as of December 14, 2021 between the CITY OF LA PALMA, a municipal corporation (“City”), and ANAHEIM UNION HIGH SCHOOL DISTRICT a PUBLIC SCHOOL DISTRICT (“Organization”). The City and the Organization may sometimes herein be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

A. On December 7, 2021, the City and the County of Orange (“County”) entered into that “Agreement for Meal Gap Services No. MA-012-22010634 (“County Agreement”) whereby the County distributed to the City an American Rescue Plan Act (“ARPA”) grant for meal gap services in the aggregate amount of \$70,000 (“Grant”).

B. Section 2 of the County Agreement requires that the Grant be used to provide for food insecurities which “(1) are necessary expenditures incurred due to the public health emergency with respect to COVID-19; and (2) were incurred during the period that begins on December 14, 2021 and ends on December 31, 2021.”

C. On December 7, 2021, the City elected to spend the Grant by purchasing grocery store gift cards to be distributed to those who are food insecure in the City and who require assistance, and the County has confirmed that that expenditure would be an eligible expense under the County Agreement.

D. The City has purchased 280 gift cards, each worth \$250, from La Palma’s Walmart Neighborhood Market (each a “Gift Card”) to be distributed by several organizations throughout the City, which commit to identify and assist individuals and families facing food insecurity in the City.

E. One of the Organization’s functions is to assist individuals and families facing food insecurity and requiring assistance.

F. The Organization has been selected by the City and desires to obtain from the City and distribute 94 Gift Cards to those who are food insecure and in need of assistance in the City. The Parties intend for the Organization to have distributed all 94 Gift Cards allotted to it on or before December 31, 2021.

G. The Parties agree that the City will not provide to the Organization any compensation pursuant to this Agreement, except that the City will distribute 40 Gift Cards to the Organization for distribution in accordance with this Agreement.

NOW, THEREFORE, in consideration of the rights and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Term of Agreement. The term of this Agreement begins on December 14, 2021 and terminates on December 31, 2021, or when all the Parties' obligations under this Agreement are fully satisfied, whichever occurs earlier.

2. Distribution of Gift Cards. The Organization hereby commits to distributing the Gift Cards allocated to it to individuals and families facing food insecurity throughout the City **on or before December 31, 2021**. The Organization shall use its reasonable discretion to distribute the Gift Cards in accordance with the purposes of this Agreement. Nothing in this Agreement is intended to, or shall be construed to require the Organization or the City to distribute Grant funding or Gift Cards to any particular person. The Organization shall maintain a record of the Gift Cards distributed to be transmitted to the City in accordance with Section 5, "Reporting."

3. Consideration.

a. The Organization acknowledges and agrees that determining how and to whom to distribute the 47 Gift Cards each allocated to Walker Jr. High School and Kennedy High School students/families to it in accordance with this Agreement and the Organization's functions and policies is good and valuable consideration in exchange for its obligations under this Agreement.

b. The City acknowledges and agrees that the Organization's distribution of the Gift Cards allocated to it assists the City in distributing the Grant funding pursuant to the County Agreement, and is good and valuable consideration in exchange for the City's obligations under this Agreement.

4. Compliance with Applicable Law. The Organization shall comply with all applicable local, state, and federal laws and regulations applicable to the performance of this Agreement. The Organization acknowledges and agrees that it shall be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with such laws.

5. Indemnification. The City and the Organization shall each defend, indemnify and hold the other Party harmless from and against any and all actions, claims, demands, judgments, attorneys' fees, costs, damages to person or property, penalties, obligations or liabilities of any kind that may be asserted or claimed by any person or entity arising from the negligent or willful acts or omissions of the indemnifying party. The obligation to indemnify shall survive the Term in Section 1.

6. Independent Contractor. The Organization shall be considered an independent contractor and neither the Organization, its employees, nor anyone working under the Organization shall be considered an agent or an employee of the City by virtue of the Parties' obligations under this Agreement. Neither the Organization, its employees nor anyone working under the Organization shall qualify for workers' compensation or other fringe benefits of any kind through the City by virtue of the Parties' obligations under this Agreement.

7. No Third Party Beneficiaries. This Agreement is intended for the benefit of the Parties hereto and their respective successors and permitted assigns and is not for the benefit of, nor may any provision hereof be enforced by, any other person,

8. Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

9. Execution of Contract. The persons executing this Agreement on behalf of each of the Parties hereto represent and warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said Party is bound.

10. Nondiscrimination. The Organization covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that in the performance of this Agreement there shall be no discrimination against or segregation of, any person or group of persons on account of any impermissible classification including, but not limited to, race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry.

11. No Undue Influence. The Organization declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of City shall receive compensation, directly or indirectly, from the Organization, or from any officer, employee, or agent of the Organization, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first written above.

**THE CITY OF LA PALMA,
a municipal corporation**

Conal McNamara
City Manager

ANAHEIM UNION HIGH SCHOOL DISTRICT



Name: Dr. Jaron Fried

Title: Assistant Superintendent, Ed. Division

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

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

EDUCATIONAL CONSULTING AGREEMENT

THIS AGREEMENT is made and entered into this:

13 th	day of	January	2022
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by and between

Abigail Norfleet James

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:

Abigail Norfleet James, Ph.D. is a world-renowned teacher and expert on gender-based learning. Dr. James is also an in-demand speaker on how teachers, parents, and communities can better engage and teach the children in their classrooms, their families, and their neighborhoods. Dr. James will conduct a one-day training on teaching the male brain.

Site/School:	Servite High School	Funds (Cost Center)	Title II
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2. List of Other Supportive Staff or Consultants:

No other support staff or consultants are required.

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

Date:	March 11, 2022
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and shall diligently perform as specified and complete performance by:

Date:	March 11, 2022
-------	----------------

Consultant shall perform said services as an independent contractor and not as an employee of the District. Consultant shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.

4. District shall prepare and furnish the following information to Consultant, upon request, such information as is reasonably necessary to the performance of Consultant to this AGREEMENT:

Servite High School will provide Dr. James with a list of faculty members, administrators, and coaches attending the training, including a brief overview of the current enrollment, demographics, as well as other relevant information and major changes that have occurred over the last five years. Servite will also provide a description of the technology and equipment available to the presenter, and a draft agenda with specific questions and topics, including information the faculty wants addressed so that the presentation is best tailored for the needs of the students and teachers.

5. District shall pay Consultant the maximum amount of

The costs are as follows:
\$2,500 Consultant Fee
\$250 for up to two nights' accommodation
\$875 for round-trip airfare (Virginia to Orange County, CA)
\$150 for transportation from hotel to Servite High School and back
Total Amount: \$3,775

for services rendered

to # of people:	55-60 faculty members, administrators, and/or coaches	# hours per day:	6	# of days:	1
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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 two (2) days after the day of mailing, whichever is sooner.
7. Consultant agrees to and shall hold harmless and indemnify District, its officers, agents, and employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:
- a. Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage, expense sustained by Consultant or any person, firm, or corporation employed by Consultant upon or in connection with the services called for in this AGREEMENT except for liability for damages referred to above which result from the sole negligence or willful misconduct of District, its officers, employees, or agents.

- b. Any injury to or death of persons or damage to property, sustained by any persons, firm, or corporation, including the District, arising out of, or in any way connected with the services covered by this AGREEMENT, whether said injury or damage occurs either on or off school district property, except for liability for damages which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.

Consultant, at Consultant's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment/lawsuit reimbursement that may be rendered against the District, its officers, agents, or employees in any action suit, or other proceedings as a result thereof.

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

Training on teaching boys in an all-male environment.

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

Dr. Abigail James is an expert in single-sex education and Servite High School is an all-boys high school. She trained the faculty on this subject 10 years ago, but since then, Servite has had close to a 50% turnover in faculty. Servite High School would benefit from another training with updated and current research included. Dr. James has authored several books including "Teaching the Male Brain."

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


No technical support required.

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

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

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

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

CONSULTANT:	DISTRICT:
Typed Name of consultant (same as page 1):	
Abigail Norfleet James	Anaheim Union High School District
Typed Name/Title of Authorized Signatory:	
Abigail Norfleet James, Ph.D.	Dr. Jaron Fried
Authorized Signature:	
Signature of Assistant Superintendent:	
	
Street Address:	
Street Address:	
RR 1, Box 576	501 N. Crescent Way, P. O. Box 3520
City, State, Zip Code	
City, State, Zip Code	
Roseland, VA 22967-9204	Anaheim, CA 92803-3520
Date:	
Date:	
11/15/2021	1/14/22


Mark Appropriately:

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

Social Security Number* or Federal Identification Number*

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*Or, initial below:

<input checked="" type="checkbox"/> 	I have completed a new IRS Form W-9 that will be submitted directly to AUHSD Accounting.
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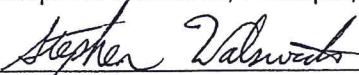
Telephone Number: E-mail Address:

540-661-9580	<u>ajames@anj-online.com</u>
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If a company/corporation is being approved, the signature must be that of a responsible person.
Typed company/corporation/individual's name must be identical to that on page 1.

PRINCIPAL/DISTRICT ADMINISTRATOR:

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

Signature:	Stephen Walswick, Principal, Servite High School	Date:	11/15/2021
			

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

EDUCATIONAL CONSULTING AGREEMENT

THIS AGREEMENT is made and entered into this:

13 th	day of	January	2022
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by and between

Brian Hamilton

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:

Brian Hamilton, Director of Bands, Long Beach City College will rehearse and conduct high school students participating in the Anaheim Union High School District (AUHSD) High School Honor Band. Duties include:

- Select literature in conjunction with the Honor Band Manager.
- Prepare and rehearse the AUHSD High School Honor Band during rehearsals at Kennedy High School.
- Conduct the AUHSD High School Honor Band in concert on February 4, 2022, at the AUHSD Performing Arts Center at Kennedy High School.

Site/School:	District Instrumental Music Department	Funds (Cost Center):	LCFF (0009)
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2. List of Other Supportive Staff or Consultants:

No other support staff is required.

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

Date:	January 25, 2022
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and shall diligently perform as specified and complete performance by:

Date:	February 4, 2022
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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:

No other information from the District is needed.

5. District shall pay Consultant the maximum amount of

\$1,250

for services rendered

to # of people:	75 students	# hours per day:	3	# of days:	5
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pursuant to this AGREEMENT. Payment shall be made 15 to 30 days after receipt of invoice. Consultant shall submit an invoice to District.

6. District may at any time for any reason terminate this AGREEMENT. Written notice by the District's superintendent shall be sufficient to stop further performance of services by Consultant. The notice shall be deemed given when received or no later than three (3) days after the day of mailing, whichever is sooner.
7. Consultant agrees to and shall hold harmless and indemnify District, its officers, agents, and employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:
- a. Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage, expense sustained by Consultant or any person, firm, or corporation employed by Consultant upon or in connection with the services called for in this AGREEMENT except for liability for damages referred to above which result from the sole negligence or willful misconduct of District, its officers, employees, or agents.

- b. Any injury to or death of persons or damage to property, sustained by any persons, firm, or corporation, including the District, arising out of, or in any way connected with the services covered by this AGREEMENT, whether said injury or damage occurs either on or off school district property, except for liability for damages which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.

Consultant, at Consultant's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment/lawsuit reimbursement that may be rendered against the District, its officers, agents, or employees in any action suit, or other proceedings as a result thereof.

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

The guest conductor will provide students who participate in the AUHSD High School Honor Band, the experience of being rehearsed and conducted by a professional orchestra and wind band director. Students will learn about the performance expectations for professional musicians, and they will experience music making on an exceptional level as they are taught by the Consultant.

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

The Consultant is a distinguished educator and professional conductor whose interpretation and dynamic attention to musical detail offer audiences a truly exciting listening experience. He is a recognized authority on wind band literature and has established an international reputation with performances and conducting engagements.

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

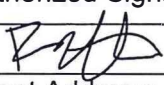
No technical support is needed.

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

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

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

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

CONSULTANT:		DISTRICT:	
Typed Name of consultant (same as page 1):			
Brian Hamilton		Anaheim Union High School District	
Typed Name/Title of Authorized Signatory:		Typed Name of Assistant Superintendent:	
Brian Hamilton		Dr. Jaron Fried	
Authorized Signature:		Signature of Assistant Superintendent:	
			
Street Address:		Street Address:	
4024 Selkirk Ct.		501 Crescent Way, P.O. Box 3520	
City, State, Zip Code		City, State, Zip Code	
Cypress, CA 90630		Anaheim, CA 92803-3520	
Date:		Date:	
January 13, 2022		January 13, 2022	

Mark Appropriately:

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

Social Security Number* or Federal Identification Number*

--	--

*Or, initial below:

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

Telephone Number:

E-mail Address:

714-328-2372	bhamilton@lbcc.edu
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If a company/corporation is being approved, the signature must be that of a responsible person. Typed company/corporation/individual's name must be identical to that on page 1.

PRINCIPAL/DISTRICT ADMINISTRATOR:

Signature of Principal or District Administrator:

Signature:		Date:	12/13/21
Joe Carmona			

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

EDUCATIONAL CONSULTING AGREEMENT

THIS AGREEMENT is made and entered into this:

13 th	day of	January	2022
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by and between

Craig Jordan

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:

Craig Jordan, Director of Instrumental Music at Hutchinson Middle School in La Mirada, will rehearse and conduct junior high school students participating in the Anaheim Union High School District (AUHSD) Junior High School Honor Band. Duties include:

- Select literature in conjunction with the Honor Band Manager.
- Prepare and rehearse the AUHSD Junior High School Honor Band during rehearsals at Kennedy High School.
- Conduct the AUHSD Junior High School Honor Band in concert on February 4, 2022, at the AUHSD Performing Arts Center at Kennedy High School.

Site/School:	District Instrumental Music Department	Funds (Cost Center):	LCFF (0009)
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2. List of Other Supportive Staff or Consultants:

No other support staff is required.

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

Date:	January 25, 2022
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and shall diligently perform as specified and complete performance by:

Date:	February 4, 2022
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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:

No other information from the District is needed.

5. District shall pay Consultant the maximum amount of

\$750

for services rendered

to # of people:	75 students	# hours per day:	3	# of days:	4
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pursuant to this AGREEMENT. Payment shall be made 15 to 30 days after receipt of invoice. Consultant shall submit an invoice to District.

6. District may at any time for any reason terminate this AGREEMENT. Written notice by the District's superintendent shall be sufficient to stop further performance of services by Consultant. The notice shall be deemed given when received or no later than three (3) days after the day of mailing, whichever is sooner.
7. Consultant agrees to and shall hold harmless and indemnify District, its officers, agents, and employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:
- a. Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage, expense sustained by Consultant or any person, firm, or corporation employed by Consultant upon or in connection with the services called for in this AGREEMENT except for liability for damages referred to above which result from the sole negligence or willful misconduct of District, its officers, employees, or agents.

- b. Any injury to or death of persons or damage to property, sustained by any persons, firm, or corporation, including the District, arising out of, or in any way connected with the services covered by this AGREEMENT, whether said injury or damage occurs either on or off school district property, except for liability for damages which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.

Consultant, at Consultant's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment/lawsuit reimbursement that may be rendered against the District, its officers, agents, or employees in any action suit, or other proceedings as a result thereof.

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

The guest conductor will provide students who participate in the AUHSD Junior High School Honor Band, the experience of being rehearsed and conducted by a professional orchestra and wind band director. Students will learn about the performance expectations for professional musicians, and they will experience music making on an exceptional level as they are taught by the Consultant.

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

The Consultant is a distinguished educator and professional conductor whose interpretation and dynamic attention to musical detail offer audiences a truly exciting listening experience. The consultant has professional performance experience in most major genres of music.

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

No technical support is needed.

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

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

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

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

CONSULTANT:	DISTRICT:
Typed Name of consultant (same as page 1):	
Craig Jordan	Anaheim Union High School District
Typed Name/Title of Authorized Signatory:	
Craig Jordan	Dr. Jaron Fried
Authorized Signature:	
Signature of Assistant Superintendent:	
Street Address:	
730 La Vereda Dr.	501 Crescent Way, P.O. Box 3520
City, State, Zip Code	
La Habra, California 90631	Anaheim, CA 92803-3520
Date:	
January 13, 2022	January 13, 2022

Mark Appropriately:

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

Social Security Number* or Federal Identification Number*

--	--

*Or, initial below:

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

Telephone Number: E-mail Address:

(626) 260-6975	craigjordan@me.com
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If a company/corporation is being approved, the signature must be that of a responsible person. Typed company/corporation/individual's name must be identical to that on page 1.

PRINCIPAL/DISTRICT ADMINISTRATOR:

Signature of Principal or District Administrator:

Signature:		Date:	12/13/21
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Joe Carmona

ANAHEIM UNION HIGH SCHOOL DISTRICT
INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement ("Agreement") is made as of the 1st day of December, 2021, between the Anaheim Union High School District ("District") and Soliant Health, LLC ("Contractor") (each a party, collectively, "Parties").

WHEREAS, the 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 those persons are specially trained and experienced and competent to perform the special services required; and

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

WHEREAS, the Contractor warrants that it is specially trained and experienced and competent to perform the special services required by the District outside the usual course of the District's business; and

WHEREAS, the Contractor agrees to perform the services described in this Agreement in accordance with the standards of its profession, to District's satisfaction, and in accordance with this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The detailed description of services that shall be provided, the nature of the qualifications of the Contractor, the location of the services to be provided, and the recipients or benefactors of the services is described in Exhibit "A" attached hereto and incorporated herein by this reference ("Services"). In the event of any conflict between the terms of the body of this Agreement and language set forth Exhibit A, the terms of the body of the Agreement shall govern. Contractor will provide the Services to the District during the Term.
2. **Term.** The term for services pursuant to this Agreement is from December 1, 2021 through March 11, 2022.
3. **Submittal of Documents.** The Contractor shall not commence the Services under this Agreement until the Contractor has submitted and the District has approved the following:
 - ☐ Signed Agreement
 - ☐ Insurance Certificate(s) and Endorsements (Section 10)
 - ☒ Criminal Background Investigation Certification(s) (Section 16)
 - ☒ W-9 Form
4. **Compensation.** District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee of Fifty Thousand Four Hundred Dollars (\$50,400) and no other costs or expenses. Payment for the Services shall be made for all undisputed amounts in installment payments within forty-five (45) days after the District receives an invoice from Contractor for Services actually completed.

5. **Independent Contractor.** Contractor is customarily engaged in an independently established trade, occupation or business of the same nature, as that of the Services, and in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that Contractor and all of Contractor's employees shall not be considered officers, employees, agents, partners, or joint venturers of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, workers' compensation, social security, and income taxes with respect to Contractor's employees.
6. **Materials.** Contractor shall furnish, at Contractor's own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement.
7. **Standard of Care.** Contractor's Services will be performed, findings obtained, and reports and recommendations prepared in accordance with generally and currently accepted principles and practices of Contractor's profession for services to California school districts. District will not control or direct performance of the work under the Agreement or in fact.
8. **Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter.
9. **Indemnification.** To the furthest extent permitted by California law, Contractor shall, at Contractor's sole expense, defend, indemnify, and hold harmless the District and its agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.
10. **Insurance.**
 - 10.1 The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.
 - 10.1.1 General Liability. One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage in the form of Comprehensive General Liability and Contractual Liability. If Commercial General Liability, or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each location, or the general aggregate limit shall be twice the required occurrence limit.

10.1.2 Professional Services Contracts - (including architects, engineers, consultants, counselors, medical professionals, hospitals, clinics, attorneys and accountants or others who work on developing outcomes and make recommendations for strategic planning specific to the District). A Professional Liability Insurance policy with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits. If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after contract completion.

10.1.3 Is this Contractor providing services directly to students? Yes ☒ No ☐ For services that are provided directly to students, Sexual Abuse/Molestation coverage must be included under General Liability or obtained in a separate policy and identified under "Other" coverage of Certificate of Insurance or by indicating in Description of Operations/Special Provisions that Sexual Abuse/Molestation coverage is not excluded and provide policy exclusion pages. If Sexual Abuse/Molestation coverage is added by Endorsement to the General Liability policy, Contractor must provide proof of Endorsement. Such coverage shall be in an amount of not less than \$1,000,000 per occurrence; \$2,000,000 general aggregate.

10.2 Other Insurance Provisions. The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to the District and approved by the District. The Certificates and insurance policies shall include the following:

10.2.1 A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

10.2.2 An endorsement stating that the District and its agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District.

10.2.3 All policies shall be written on an occurrence form.

10.2.4 The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

10.2.5 Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

10.2.6 The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the District, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation

prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the District.

- 11. Compliance With Laws.** Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule, or regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules, or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any Services that are in violation of any laws, ordinances, rules, or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.
- 12. Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.
- 13. Safety and Security.** Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
- 14. Employment With Another Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.
- 15. Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).
- 16. Fingerprinting of Employees.** Is this Contractor providing services directly to students? Yes ☒ No ☐ For services that are provided directly to students, the Contractor shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees if the Contractor has any significant contact with pupils. The Contractor shall not permit any employee to have any contact with District pupils until such time as the Contractor has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1.
- 17. Assignment/Subcontract.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
- 18. Termination.** 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 Contractor. The notice shall be deemed given when received or no later than three days after the day of mailing, whichever is sooner.

- 19. Limitation of District Liability.** The District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.
- 20. Confidentiality.** The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all District information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
- 21. Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, addressed as follows:

District

Anaheim Union High School District
Attn: Brad Jackson
Copy: Celeste Krueger
501 N. Crescent Way
Anaheim, CA 92801
Phone: (714)999-3511

Contractor

Soliant Health, LLC
Attn: Brandon Cavanaugh
5550 Peachtree Parkway, Suite 500
Peachtree Corners, GA 30092
Phone: (770)325-0358
Email: brandon.cavanaugh@soliant.com

Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

- 22. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 23. Governing Law.** This Agreement shall be governed by, and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with, the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the Orange County, California.
- 24. Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 25. Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or

invalidated in any way.

- 26. Counterparts.** This Agreement may be executed in multiple counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute one and the same instrument. For purposes hereof, a facsimile or emailed copy of this Agreement, including the signature pages hereto, shall be deemed an original, and each party agrees that it will not contest the validity of the execution of this Agreement solely on the basis of any signature being a facsimile or electronic copy.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Anaheim Union High School District

Date: _____

By: _____

Print Name: Dr. Jaron Fried

Its: Assistant Superintendent, Ed. Division

Soliant Health, LLC ("Contractor")

Date: _____

By: _____

Print Name: Brandon Cavanaugh

Its: Division Director

Information regarding Contractor:

Contractor: Soliant Health, LLC

License No.: _____

Address: 5550 Peachtree Parkway, Suite 500
Peachtree Corners, GA 30092

Telephone: (770)325-0358

Email: brandon.cavanaugh@soliant.com

Employer Identification and/or Social Security
Number: 58-1970270

NOTE: Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.

Type of Business Entity:

☐ Individual
☐ Sole Proprietorship
☐ Partnership
☒ Limited Partnership
☐ Corporation, State:
☐ Limited Liability Company
☐ Other: _____

ARTICLE 10: HOURS OF EMPLOYMENT10.3 Adjunct Duties

Unit members are required to remain a sufficient amount of time after their last assignment of the school day to fulfill necessary adjunct duties such as caring for student academic needs, attending parent or administrative conferences and meetings, attending Back to School and Open House and participating in other activities related to the assignment.

Unit members will use the available student information system to share timely and comprehensible feedback with students and their families **at least every two (2) weeks** and meet all progress report and grading deadlines.

Unit members who are required by an administrator to attend an IEP meeting more than one and a half hours beyond the student day shall be paid at the hourly rate for any time beyond the one and a half hours.

10.5 Preparation Time

10.5.1 The District shall schedule one (1) daily conference period for each full-time classroom unit member.

10.5.2 Special education teachers and their general education partners will be provided an opportunity through a shared conference period or other accommodation to meet and collaborate during regular school hours a minimum of one time per month for a ~~minimum of one hour per month~~

10.5.3 All RSP teachers who do not have a release period in addition to their regular conference period will be provided an opportunity to take four (4) release days per school year for individualized education program-related responsibilities.

10.5.4 Beginning with the 2022-23 school year, any SDC Mild/Moderate teachers co-teaching for a minimum of four (4) periods per day at a junior high school or three (3) periods per day at a high school, who do not have a release period in addition to their regular conference period will be provided an opportunity to take four (4) release days per school year for individualized education program-related responsibilities.

ARTICLE 11: CLASS SIZE11.7 Additional Staffing

Beginning with the opening day of school, the District will authorize additional staffing to sites based upon verification of growth of enrollment by site. This additional staffing will reflect the current teacher/student ratio as established annually by the District. The site administration will email ~~post~~ daily ~~in the mailroom~~ the total enrollment in the school and enrollment in each class and the total number of teachers included in the staffing ratio on each of the first 20 days of the school year. Whenever the school is authorized to hire additional teachers due to growth in enrollment, the site administration shall ~~post~~ email such information ~~in the mailroom~~.

11.9 Student Load

The maximum student load for bargaining unit members teaching in the traditional comprehensive junior high schools, junior high school Cambridge Virtual Academy and eLearning courses, and Oxford Academy, exclusive of Physical Education, athletics, and performing arts, shall be 222 students.

~~For the 2018-2019 through 2020-2021 school years only, the maximum student load for bargaining unit members teaching in the traditional comprehensive junior high schools and Oxford Academy, exclusive of Physical Education, athletics, and performing arts, shall be 213 students.~~

~~The maximum student load for bargaining unit members teaching in the traditional comprehensive senior high schools~~ and high school Cambridge Virtual Academy and eLearning courses, exclusive of Physical Education, athletics, and performing arts, shall be 195 students.

~~For the 2018-2019 through 2020-2021 school years only, the maximum student load for bargaining unit members teaching in the traditional comprehensive senior high schools and eLearning, exclusive of Physical Education, athletics, and performing arts, shall be 188 students.~~

The maximum student load only includes students enrolled in the course and excludes students assigned to provide the teacher assistance, including but not limited to, teacher assistant, lab assistant, and peer tutor.

Any homeroom, advisement, or similar additional time with students will be counted as part of the student load.

11.9.1 Physical Education

The maximum student load for bargaining unit members teaching junior high Physical Education shall be 336 students.

~~For the 2018-2019 through 2020-2021 school years only, the maximum student load for bargaining unit members teaching junior high Physical Education shall be 323 students.~~

The maximum student load for bargaining unit members teaching senior high Physical Education shall be 290 students.

~~For the 2018-2019 through 2020-2021 school years only, the maximum student load for bargaining unit members teaching senior high Physical Education shall be 279 students.~~

ARTICLE 14: WAGES AND ITEMS RELATED WAGES

14.1 Salary – Teachers

20201-21 Teachers' Salary

~~1. Effective August 12, 2020, Step 26 of the 2019-2020 Teachers' Salary Schedule shall be increased by 3% and is hereby incorporated into the Agreement as Appendix B.~~

~~2. In addition, e~~Effective August 5 ~~12~~, 20201, the 201920-2020 Teachers' Salary Schedule shall be increased by 3.5 ~~3%~~ and is hereby incorporated into the Agreement as Appendix B.

~~3. In the event another District employee unit receives an increase on their salary schedule(s) greater than 3.5 3.26% for the 201921-2020 school year, the District or ASTA may request, and the other party will agree, to re-open negotiations on salary for 20201-21.~~

14.2 Salary - Extra-Service Pay

The District and ASTA are proud to offer many extracurricular activities. A complete list of Extra Service Pay positions can be found in Appendix C. The pay is calculated by applying the percent indicated to Column II, Step 1 of the Teachers' Salary Schedule (Appendix B).

Extra-Service Pay is hereby incorporated as Appendix C of this Agreement.

Extra-Service Pay shall be expressed as a percent of Column II, Step 1 of the ~~2015~~21-1622 Teachers Salary Schedule (Appendix B) and the amount will increase as the Teachers Salary Schedule increases. ~~Effective July 1, 2015, stipends shall increase by 10% for all Extra Service positions and Athletics positions, including Leadership, exclusive of the 3% increase on the salary schedule.~~

14.2.1 Department Chairpersons, BTSA Support Providers, Peer Assistance and Review Consulting Teachers and Peer Assistance and Review Committee Members will be paid monthly with their contract pay. Some duties assigned are within the scope of the school day.

14.2.2 An attempt shall be made to hire unit members for Extra-Service Pay positions before non-bargaining unit members.

14.2.3 Beginning with the 2014-15 school year, the following departments will be represented by a department chairperson:

- Advancement via Individual Determination (AVID) Program
- Career and Technical Education Program (CTE) (including Business, Home Economics and Careers Technology, Industrial Technology Education)
- English (including Reading)
- English Learner (EL) Program
- Library Teacher
- Math
- Physical Education (including Health)
- Science
- Social Science
- Visual and Performing Arts (VAPA) (including Art/Photo, Choral Music, Dance, Instrumental Music, Theatre/Drama)
- World Languages

14.3.2 Initial Salary Placement

Whenever a candidate is recommended for election, tentative placement on the salary schedule is made by the Director, Human Resources, based on the evidence of experience and training submitted in the application materials. Final placement on the salary schedule is made when completed official college transcripts (due November 1) and written evidence of experience have been received.

If a unit member fails to furnish such written evidence, the member's contract will be rewritten to reflect correct column and step placement and appropriate amounts sufficient to correct the salary error will be deducted from future salary warrant(s).

A maximum of six (6) years of credit shall be allowed at the rate of one (1) step for one (1) year as follows:

- A year of credentialed public school teaching experience in a paid status for at least seventy-five percent (75%) of the work days designated for the affected position.
- A year of credentialed teaching experience in a WASC accredited private school for at least seventy-five percent (75%) of the work days designated for the affected position.
- 250 days of substitute teaching experience in the Anaheim Union High School District to a maximum credit of six (6) years, provided that a teacher can produce documentation of the number of days taught.
- A year of teaching experience as a long-term substitute in the District for at least seventy-five percent (75%) of the work days in the same teaching assignment.
- **Beginning with the 2022-23 school year, a year of intern teaching experience in the District for at least seventy-five percent (75%) of the work days designated for the affected position.**

14.3.3 All degrees and credits earned must be from accredited colleges or universities. For purposes of this section, accredited institutions shall be listed in the American Association Collegiate Registrar Admissions (AACRA), Council on Post-Secondary Accreditation (COPA) or Association of American Education.

14.3.4 For initial placement, all semester hours must be upper division or graduate level and earned after the Bachelor's degree.

Dated: 12-8-2021

By: Brad Jackson

Brad Jackson, Asst. Superintendent HR
Anaheim Union High School District

Dated: 12-8-2021

By: James Goran
James Goran, Bargaining Chair
Anaheim Secondary Teachers Association

ARTICLE 14: WAGES AND ITEMS RELATED WAGES

14.1 Salary – Teachers

2020~~1~~-21~~2~~ Teachers' Salary

1. ~~Effective August 12, 2020, Step 26 of the 2019-2020 Teachers' Salary Schedule shall be increased by 3% and is hereby incorporated into the Agreement as Appendix B.~~

2. ~~In addition, e~~Effective August 5 12, 2020~~1~~, the 2019~~21~~-2020~~2~~ Teachers' Salary Schedule (approved June 17, 2021; effective July 1, 2021) shall be increased by 3.5 3% and is hereby incorporated into the Agreement as Appendix B. and shall be referred to as the 2021-2022 Teachers' Salary Schedule A. The 2021-2022 Teachers' Salary Schedule A shall be in effect through June 30, 2022. Effective July 1, 2022, the 2021-2022 Teachers' Salary Schedule A shall be reduced by the equivalent of two days (from 187 days to 185 days) and shall be referred to as the 2021-2022 Teachers' Salary Schedule B. The 2021-2022 Teachers' Salary Schedule A and the 2021-2022 Teachers' Salary Schedule B are hereby incorporated into the Agreement as Appendix B.

3. In the event another District employee unit receives an increase on their salary schedule(s) greater than 3.5 3.26% for the 2019~~21~~-2020~~2~~ school year, the District or ASTA may request, and the other party will agree, to re-open negotiations on salary for 2020~~1~~-21~~2~~.

Dated: 1/4/22By: Brad Jackson

Brad Jackson, Asst. Superintendent HR
Anaheim Union High School District

Dated: 1/4/22By: Grant Schuster

Grant Schuster, President
Anaheim Secondary Teachers Association

AGREEMENT

between the

ANAHEIM UNION HIGH SCHOOL DISTRICT

and the

**ANAHEIM SECONDARY TEACHERS
ASSOCIATION**

for the period

August 10, 2020

through

***the first Teacher work day of
the 2022-23 school year***

Board Approved: April 8, 2021

Reopener Agreement for 2021-2022

Board Approved: Pending

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ARTICLE 1: AGREEMENT

1.1 Agreement

This Agreement is made and entered into the first teacher work day of the 2018-2019 school year, by and between the Board of Trustees of the Anaheim Union High School District, whose address is 501 N. Crescent Way, Anaheim, California 92803-3520, hereinafter referred to as the “District” or “Board”, and the Anaheim Secondary Teachers Association, CTA/NEA, hereinafter referred to as the “Association”, whose address is 50 S. Anaheim Blvd., Suite 300, Anaheim, California 92805.

1.2 Separability and Savings

If any provision of this Agreement is held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any tribunal of competent jurisdiction pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or section as to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

1.3 Disagreement on Scope

At the request of either party, the District and the Association shall, within forty-five (45) days of an unappealed decision of the hearing officer, or by PERB, or courts, if appealed to the courts, that an item(s) claimed by either party to be outside of scope and thus not covered by this Agreement is within the scope of negotiations, meet and negotiate on the item in an attempt to reach a mutually acceptable amendment to this Agreement.

1.4 Entire Agreement

The parties agree that the terms and conditions expressly set forth in this Agreement represent the full and complete Agreement and commitment between the parties thereto.

The parties agree that this Agreement is intended to cover all matters relating to wages, hours and all other terms and conditions of employment as specified in Section 3453.2 of Chapter 10.7, Division 4, Title I of the Government Code of the State of California, and that during the term of the Agreement neither the District nor the Association, without mutual agreement, will be required to meet and negotiate on any further matters affecting these or any other subjects not specifically set forth in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, or even though such subjects or matters were proposed and later withdrawn.

1.5 Waivers to Contract

Waivers to this contract granted for the purpose of individual site projects, school improvement plans and the like shall not serve as precedents for future action by the District, which would negate the bargaining process.

1.6 Publication of Agreement

As soon as possible after the ratification of this Agreement by the District and the Association, the District shall have copies of the Agreement prepared and shall supply one (1) copy of the Agreement to each present and future member of the bargaining unit and fifty (50) copies to the Association.

ARTICLE 2: RECOGNITION

2.1 Recognition

The Board recognizes the Association as the sole and exclusive representative of employees performing services in categories and groupings of positions and classifications described as follows:

2.1.1 Classroom Teachers

Included: All regular contract certificated personnel expressly including the following designations and grouping of positions and classifications: All regular contract classroom teachers, grades 7 through 12, including regular part-time teachers; temporary teachers as defined by Education Code 44920 and 44918; adaptive physical education teachers, library/media teachers, categorically funded teachers; hearing impaired resource teachers; occupational assessment teachers; itinerant vision resource teachers; speech specialists; nurses; vocational education nurses; staff specialists; regular contract hourly classroom teachers; and summer school teachers.

Excluded: All management employees as designated by the Board of Trustees; all classified employees; all supervisory and confidential employees; all casual or limited term personnel and others such as all substitutes; all hourly certificated employees working outside the regular contract assignments, except summer school teachers; all psychologists; all counselors; and the District doctor.

2.2 Charter Schools

The parties recognize the value and importance of the inclusion of bargaining unit membership as part of any charter petition submitted to the District for consideration by the Board.

ARTICLE 3: MANAGEMENT RIGHTS

It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to those duties and powers, are the exclusive rights to determine its organization; direct the work of its employees; determine the time and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; take action on any matter in the event of an emergency, i.e., act of God, natural disaster, act of war, declaration of martial law, strike, insurrection, revolution, flood, earthquake, fire, epidemic, plague, drought, power failure, or energy crisis; in addition, the District retains the right to hire, classify, assign, evaluate, promote, terminate and discipline employees.

The District retains its right to amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency; limited however to the actual duration of the emergency. The determination of whether or not an emergency exists is solely within the discretion of the District.

The above described rights of the District shall be exercised in a fair and reasonable manner and are subject to the restrictions of the entire Agreement.

Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the above described rights of the District is not subject to the grievance provisions set forth in Article 7 unless the dispute is otherwise grievable under another Article of the Agreement.

ARTICLE 4: ASSOCIATION RIGHTS

4.1 Distribution and Posting of Materials

The Association shall have the right to post notices of matters of Association concern on designated bulletin boards in each school building in areas frequented by unit members. The Association shall have the right to use the District mail service and individual teacher mailboxes so far as such use complies with the law. ASTA will be charged \$1.00 for each districtwide mailout, up to a maximum of \$25.00 per year, in order to assist in defraying the cost of such deliveries.

Any literature to be distributed or posted must be dated and must identify the person or organization responsible for its promulgation. The Association shall provide to the Superintendent and the site administrator a complete copy of the material deposited in school mailboxes or posted on bulletin boards.

4.2 Released Time

4.2.1 Released Time - Negotiations

During each school year when negotiations are in progress, and following prior notice and schedule coordination with the immediate supervising administrator, five (5) authorized representatives of ASTA bargaining unit shall be granted a maximum of five (5) full days of released time each without loss of compensation for the purpose of meeting and negotiating. This released time shall be taken in minimum increments of one (1) full day. Additional days may be granted, if necessary, upon mutual agreement of the parties and with approval of the Superintendent.

Members of the ASTA bargaining team shall be responsible for notifying their immediate supervisor of meeting times and dates and requesting released time one (1) day prior to scheduled negotiation meetings. Only in cases of emergency or hardship, as defined by the immediate supervisor, may a unit member's request be refused.

4.2.2 Released Time - Association Business

Upon twenty-four (24) hours prior notice to the District and authorization by the President of the Association, the Association shall be provided a maximum of thirty-five (35) days each school year of released time for the purpose of conducting Association business. These days shall be taken in minimum increments of one (1) full day. Payment for the substitute(s) replacing the absent unit member(s) shall be reimbursed to the District Business Office by the Association within thirty (30) days of receipt of invoice.

4.2.2.1 Released time indicated above may be increased in cases of demonstrated need if requested by the Association and approved by the District.

4.2.3 Released Time - Association President

The District shall provide the Association President with released time for the duration of this contract. Such released time shall be granted by the District. The Association agrees to reimburse the District for the cost of a long term substitute. Released time indicated above may be increased or decreased if requested by the Association and approved by the District.

The District shall return the unit member serving as the Association President to the same school in which s/he had been prior to serving as Association President. If an opening does not exist, the involuntary transfer process will be used as stated in 9.5 and Appendix G. Neither the returning association president nor the involuntarily transferred teacher will be guaranteed the same teaching assignment.

4.3 Unit Member Information

The District shall provide the Association with the name; job title; department; work location; work, home, and personal cellular telephone numbers; personal email address on file with the district; and home address of all employees in the bargaining unit at least every 120 days. The District shall also provide the Association with the same information for any newly hired employee within the bargaining unit within 30 days after the date of hire or by the first pay period of the month following hire. The foregoing timelines may be extended by mutual agreement.

4.4 Availability of Information

School Board Packets: The District will make available to the Association, two (2) school board packets at least seventy-two (72) hours in advance of a regularly scheduled Board meeting, and twenty-four (24) hours in advance of a special Board meeting.

4.5 Access to Work Sites

Authorized Association representatives shall, in accordance with the conditions noted herein, have the right of reasonable access to District facilities for the purpose of contacting unit members, and transacting lawful Association business. Upon arriving at a school site, any such representative shall first report to the office of the site administrator to announce his or her presence and the intended purpose of the visit.

In no event shall any representative or unit member interrupt or interfere in any way with normal work. Contacts with unit members shall be limited to unassigned times and duty-free lunch periods.

4.6 Representation

A unit member has a right to Association representation when a meeting is conducted: to investigate facts that may lead to discipline; to adjust employee complaints/grievances; at disciplinary conferences that go beyond merely informing the unit member of discipline. The representative may, on behalf of the unit member, discuss facts, make arguments, act as a "buffer" between administration and unit member. The right to representation does not attach in routine conversations, including, but not limited to: the giving of instructions; training of personnel; correcting work techniques; preliminary evaluation conferences; notifying employees of discipline.

4.7 New Teacher/Unit Member Orientation

The Association will have access to new teacher/unit member onboarding and orientation activities conducted by the District. A new teacher/unit member orientation will be held by the District no later than the end of the fourth week of the start of the new school year. The District will provide no less than ten (10) days advance notice to the Association regarding the date(s) of the new teacher/unit member orientation(s).

4.8 Meeting Dates

Except in extraordinary circumstances, the District will not schedule districtwide meetings, Back to School Night and Open House on those days ASTA has a calendared representative assembly meeting. ASTA will provide a listing of meeting dates by April 1 of each year.

ARTICLE 5: DUES DEDUCTION

5.1 Dues Deduction

5.1.1 The right to payroll deduction for payment of organizational dues shall be accorded to the Association. Association members who currently have authorization cards on file for the above purposes need not be resolicited. Association dues and fees, upon formal written request from the Association to the District, shall be increased or decreased without resolicitation and authorization from unit members.

5.1.2 Pursuant to authorization by the unit member, the District shall deduct one-tenth (1/10) of the Association dues and fees from the regular salary check each month. Deductions for unit members who sign such authorization after commencement of the school year shall be appropriately prorated to complete the payment by the end of the school year.

5.1.2.1 Any unit member who is a member of the Anaheim Secondary Teachers Association/CTA/NEA, or who has applied for membership, may sign and deliver an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues and fees from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

5.1.3 With respect to all sums deducted by the District pursuant to authorization of the unit member, for membership dues and fees, the District agrees promptly to remit such monies to the Association along with an alphabetical list of unit members for whom such deductions have been made and any changes that may have occurred since the previous list.

5.2 Maintenance of Membership

Any unit member who has authorized Association dues deductions on the effective date of this Agreement or at any time subsequent to the effective date of the Agreement shall continue to have such dues deductions made by the District during the term of this Agreement; provided, however, that any unit member may cancel or change such Association dues according to the terms of their signed authorization by notifying the Association in writing of the cancellation or change. Pursuant to Education Code section 45060, the District shall rely on information provided by the Association regarding whether deductions for a unit member were properly cancelled or changed, and the Association shall indemnify the District for any claims made by any unit member for deductions made in reliance of that information.

ARTICLE 6: CONCERTED ACTIVITIES

The Association hereby agrees that neither it nor its officers, officials, agents, or representatives shall incite, encourage or participate in any strike, walkout, slowdown, or other work stoppage against the District during the life of this Agreement. In the event of a strike, walkout, slowdown, or work stoppage in violation of this Agreement, the Association and its respective officers, agents, and representatives will do everything reasonably within their power to end or avert the same.

Any unit members engaging in or assisting any strike, slowdown, work stoppage, or other interference with the District's operations in violation of this Article shall be subject to disciplinary action up to and including termination.

ARTICLE 7: GRIEVANCE PROCEDURES

7.1 Definitions

- 7.1.1 A "grievance" is a claim by a unit member that there has been a misinterpretation, misapplication, or violation of a specific provision of this Agreement.
- 7.1.2 A "grievant" is any unit member in the bargaining unit and thus covered by the terms of this Agreement who claims there has been a misinterpretation, misapplication, or violation of a specific provision of this Agreement.
- 7.1.3 A "grievance representative" is any person designated by the Association to process grievances and to represent unit members in grievance meetings.
- 7.1.4 An "administrative representative" is the administrator having jurisdiction over the matter which gave rise to the grievance.
- 7.1.5 A "day" is 0designated by a teacher workday on the Student/Teacher Calendar.

7.2 General Procedures

7.2.1 Grievance Adjustments

This grievance procedure is not intended to deny the right of any individual to seek a satisfactory resolution to a problem.

Adjustments to grievances shall be consistent with the terms of this Agreement.

If a unit member is not represented by the Association or its representative, the District shall notify the Association whenever a grievance has been filed, and prior to an adjustment of the grievance, shall notify the Association of the proposed adjustment and shall provide the Association with the opportunity to respond in writing to the proposed adjustment.

7.2.2 Right to Representation

The grievant shall have the right to be represented by the Association in all discussions concerning a grievance.

7.2.3 Grievance Format

A grievance which proceeds to Step 2 shall be in writing on Form #363 and shall be a clear, concise statement of the grievance including the specific provisions of this Agreement alleged to have been violated, the circumstances involved, the decision rendered at Step 1 and the specific remedy sought.

7.2.4 Disposition of Grievance

The ultimate disposition shall be rendered by one (1) of the following:

7.2.4.1 Grievance and remedy sustained

7.2.4.2 Grievance conditionally sustained with alternative remedy and its rationale

7.2.4.3 Grievance denied with written rationale

7.2.4.4 Grievance denied in part with written rationale

Written rationale provided the grievant by the administrative representative at Step 1 and Step 2 shall not be admitted as evidence by the grievant at arbitration.

7.2.5 Failure to Meet Time Limits

If a grievance is not processed by the grievant in accordance with the time limits set forth in this Article, it shall be considered settled on the basis of the decision last made by the District. If the District fails to respond to the grievance in a timely manner at any level, the running of its time limit shall be deemed a denial of the grievance and termination of the level involved, and the grievant may proceed to the next step.

Time limits for appeal shall begin to run the day following the receipt of the written decision by the grievant.

Time limits hereunder may be lengthened or shortened in any particular case only by written agreement. The parties will attempt in good faith to adjust time limit problems which occur after Step 1.

7.2.6 Release of Witnesses

Witnesses shall be released from assigned responsibilities without loss of compensation when participating in grievance meetings held during the school day. The Association shall notify the District of the names of all witnesses requiring substitute coverage forty-eight (48) hours prior to such meetings.

In the event substitutes are not available to release witnesses for grievance processing, proceedings will be continued until school is dismissed on the day of the hearing.

7.2.7 Copies of Grievance

Copies of grievances shall not be placed in the District personnel file or local site folder of the grievant.

7.2.8 Format for Meetings

Grievance meetings shall be conducted at each step of the grievance procedure. The District representative is the chairperson of the grievance meeting. The standard format for a grievance meeting shall be as follows:

7.2.8.1 Presentation of grievant's case (including the calling of witnesses)

7.2.8.2 Presentation of respondent's case (including the calling of witnesses)

7.2.8.3 Grievant's rebuttal

7.2.8.4 Respondent's rebuttal

7.2.8.5 Discussion

7.2.9 When a matter which is, or may be, the subject of a grievance becomes the subject of an Administrative Procedure Act hearing (e.g., dismissal, non-renewal or reduction in force of permanent or probationary employees), any pending grievance on the matter shall be abated until the disposition of the APA hearing.

7.2.10 Service of Documents

Service of the District response to the grievant at any step shall be complete when either of the following has been accomplished:

7.2.10.1 A copy of the document(s) has been personally given to the grievant, or the representative (if represented by the Association or attorney), or

7.2.10.2 A copy of the document(s) has been placed in the United States mail, postage prepaid, certified mail, and addressed to the grievant, or the representative (if represented by the Association or attorney) at the grievant's last known address

7.3 Grievance Procedures

7.3.1 Step 1: When a unit member has a grievance, the grievance may be brought to the attention of the appropriate administrative representative in an attempt to resolve the problem through discussion.

7.3.2 Step 2: The grievant shall present the grievance in writing to the appropriate administrative representative of the Board.

Such grievance must be presented within twenty (20) days of the date of the occurrence which led to the grievance, or within twenty (20) days of the date the grievant could reasonably be expected to have knowledge of the occurrence.

Within five (5) days after filing of the grievance, a meeting shall be held with the grievant and the grievant's representative. The respondent shall render the Step 2 disposition within five (5) days after the Step 2 meeting.

- 7.3.3 Step 3: In the event the grievant is not satisfied with the decision at Step 2, the grievant may appeal the decision in writing to the Superintendent or his/her designee. Such appeal must be made within five (5) days of the termination of Step 2. The appeal shall include a copy of the original grievance, the decision rendered at Step 2, and a clear, concise statement of the reasons for the appeal. Step 3 hearings shall be held within ten (10) days of the receipt of the appeal from Step 2. The Superintendent or designee shall communicate a decision within five (5) days after the date of the Step 3 hearing and such a decision will terminate Step 3.

7.3.4 Arbitration

7.3.4.1 Submission to Arbitration

If the Association is not satisfied with the decision at Step 3, the grievance may be submitted, by the Association, to arbitration, provided that notification of submission to arbitration is given to the Superintendent within ten (10) days of the Association's receipt of the Step 3 decision.

7.3.4.2 Selection of Arbitrator

The Association and the District shall agree upon an arbitrator. If no agreement is reached within ten (10) days, the parties shall request the American Arbitration Association to administer the selection of the arbitrator in accordance with its rules.

7.3.4.3 Hearing: Arbitrator's Decision

The arbitrator selected in accordance with paragraph 7.3.4.2 above shall conduct a hearing promptly, and in accordance with the rules of the American Arbitration Association. The arbitrator shall hear the issues presented, and shall tender a decision promptly, but in no event later than thirty (30) days from the date of the hearing or thirty (30) days from the deadline for filing post-hearings briefs, whichever occurs later.

7.3.4.4 Fees and Expenses

The fees and expenses of the arbitrator and the hearing shall be borne equally by the parties. All other expenses, including witness fees, conferees, etc., shall be borne by the party incurring them, except that the grievant, the grievance representative, and a reasonable number of

necessary witnesses shall be released from their assignments without loss in compensation or cost to the Association.

7.3.4.5 Statement of Issues

The arbitrator shall be limited to deciding the issues(s) submitted to him/her. If the parties cannot agree upon a statement of the issues, the arbitrator shall determine the issue(s). In cases of procedural disputes regarding arbitrability, timelines, etc., the arbitrator shall be empowered to rule on such disputes.

7.3.4.6 Limitations Upon Arbitrator

The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of this Agreement in the respect alleged in the grievance and the appropriate remedy. The decision of the arbitrator shall be based solely upon the evidence and arguments presented by the respective parties in the presence of each other, and upon arguments presented in briefs. This Agreement constitutes a collective bargaining agreement between the parties which shall be interpreted and applied by the parties and by the arbitrator in the same manner as any other collective bargaining agreement for the laws in the State of California. The function and purpose of the arbitrator is to determine disputed interpretations of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The arbitrator shall therefore not have authority to decide any issue not submitted or to interpret or apply the Agreement so as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules for contract construction. Past practice of the parties in interpreting or applying terms of this Agreement may be relevant evidence, but shall not be used so as to justify, or result in, a modification (whether by addition or detraction) of the written terms of this Agreement.

The arbitrator shall only have the power to render an award applying the language of the Agreement in force at the time of the alleged misinterpretation, misapplication, or violation.

The arbitrator may hear and determine only one (1) grievance at a time unless the parties expressly agree otherwise. Both parties will in good faith endeavor to handle cases which involve the same or similar facts and issues in an expedient and convenient manner.

No decision rendered by the arbitrator shall be retroactive beyond the beginning of the last payroll period prior to the twenty (20) day period specified in Step 1 of the grievance procedure.

7.3.4.7 Rules of Procedure

Upon agreement of the parties, the arbitration may proceed under expedited rules of the American Arbitration Association and notice of such agreement shall accompany any request for a list of arbitrators.

The decision of the arbitrator, within the limits herein prescribed, shall be binding on the Association, the District and the grievant.

7.4 No Reprisals

No reprisals of any kind will be taken against any participant in the grievance procedure by reason of such participation.

ARTICLE 8: LEAVES

A leave of absence is an authorization for a unit member to be absent from duty generally for a specific period of time and for an approved purpose.

Upon expiration of a leave of absence, unit members shall be returned to the same school from which the leave was taken. Such unit members will not be guaranteed the same teaching assignment. Similar to active unit members, unit members returning from leave are subject to layoff and surplus from their original school site. Thereafter, returning unit members shall be subject to Article 9, Transfer.

A condition of each leave of absence is that the credential or permit held at the time the leave was granted, properly authorizing the service, must be maintained in full force by the unit member.

Part-time regular unit members shall be entitled to leaves of absence from their part-time assignments.

Any unit member placed on paid administrative leave of absence shall continue to receive compensation for approved extra service pay assignments for a period not to exceed six months.

8.1 Personal Leaves of Absence Without Pay

Unit members may, upon request, be granted up to one (1) year of absence without pay for the following reasons:

8.1.1 Health

8.1.2 Maternity, paternity and adoption

8.1.3 Activities which contribute to professional development in education, which may include formal study, travel or exchange teaching.

8.1.4 Child care

8.1.5 Compelling family matters / personal necessity

Leaves shall have the prior approval of the principal. All such unpaid leaves may be, upon request, extended for one (1) additional complete semester or school year. With the exception of leaves of absence granted by state for federal law, leaves shall be limited to a maximum of two (2) years within a five (5) year period of time. Requests for leaves of absence under this provision shall not be arbitrarily or capriciously denied.

With the exception of maternity leave, sick leave, bereavement, industrial accident/illness, leaves of absence shall be limited to permanent unit members.

8.2 Application for Leave

8.2.1 Leaves Other Than Sabbatical

A unit member who is eligible for an unpaid leave of absence must make application for such leave on the District form provided. Requests for such leaves to begin in September must be filed in the Human Resources Office prior to the preceding February 15. Requests for leaves to begin in January must be received on or before the preceding November 15. At the discretion of the Director, Human Resources the afore mentioned time deadline may be waived.

8.3 Notification of Return or Request for Extension

The following procedures shall be adhered to relative to returns from leaves of absence and/or requests for extensions of leaves:

8.3.1 District Notification

On or before February 1 (October 15 for first semester leaves) of the semester nearest and preceding the expiration of the leave of absence, the District shall notify the unit member who is on a leave of absence that his/her position is being held pending notification of request for extension of leave or notification of intention to return from leave. Such notification shall be sent by U.S. mail to the unit member's last known address.

8.3.2 Unit Member Response

On or before March 1 (November 15 for first semester leaves) the unit member shall respond to the District notification by indicating either a request for an extension of leave or the unit member's intention to return from leave. In the event that the unit member fails to respond to the District notification, it is understood that the District may proceed to fill the unit member's position.

8.3.3 Return Before Expiration

A unit member who wishes to return from leave prior to the agreed upon expiration of the leave shall be entitled to fill the next available vacancy for which the unit member is certified and qualified.

At the end of the school year, the unit member will be subject to other terms and conditions of the contract as though assigned to that school for the entire year.

8.4 Salary Advancement During Leave

A unit member granted a leave of absence, other than sabbatical leave, military leave, or Peace Corps leave, shall not be advanced on the salary schedule unless s/he has completed the school year according to law. A unit member granted a sabbatical, military, or Peace Corps leave shall be eligible for advancement on the salary schedule.

8.5 Tragedy Personal Necessity Leave

A long term ninety (90) day personal necessity leave of absence may be provided to a unit member who experiences a serious tragedy within his/her immediate family. For purposes of this section, "immediate family" shall be defined to include parent, sibling, spouse or child. A unit member's compensation during such leave shall be equivalent to the unit member's regular salary and fringe benefits minus the amount necessary to pay a substitute employed to replace the unit member while on leave.

8.6 Parental Leave

8.6.1 Upon request, pregnant unit members shall be granted paid maternity leave for up to six weeks after the birth of a child. Additional maternity leave of up to six weeks shall be unpaid except that unit members may utilize accumulated sick leave (under 8.11.1) or extended sick leave (under 8.20) during that time. Maternity leave will be provided in accordance with existing law.

8.6.2 Upon request, non-pregnant unit members shall be granted parental leave for up to twelve weeks after the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee. Said leave shall be limited to one twelve-week leave during any twelve-month period and shall be unpaid except that unit members may utilize accumulated sick leave (under 8.11.1) during that time. Parental leave will be provided in accordance with existing law.

8.7 Industrial Accident and Industrial Illness Leave

8.7.1 Leaves resulting from an industrial accident or industrial illness shall be granted in accordance with the provisions of Education Code Sections 44043 and 44984 and this rule.

8.7.2 A unit member who is absent from duty because of an illness or injury defined as an industrial accident or industrial illness under provisions of the Workers' Compensation Insurance Law, shall be granted paid industrial accident leave for each such accident or illness while receiving temporary disability benefits from Workers' Compensation provided that:

8.7.2.1 The employee has probationary or permanent status.

- 8.7.2.2 The Superintendent/designee has determined that the illness or injury was directly related to the performance of duties while in the employment of the Anaheim Union High School District.
- 8.7.3 A unit member absent from duty because of illness or injury resulting from an accident or condition incurred on duty, which qualifies under Workers' Compensation Insurance, shall be granted an occupational leave for each such accident provided that neither the number of days for one (1) leave nor the total number of days allowed in one (1) school year for more than one (1) such leave does not exceed a total of sixty (60) consecutive working days.
- 8.7.4 Industrial accident and industrial illness leave shall be granted from the first (1st) day of disability but shall not extend beyond the last day for which temporary disability indemnity is received. Only absences which are supported by a physician's certificate and have been verified in writing by the State Compensation Insurance Fund to be the result of a duty connected illness or injury can be paid under the occupational leave policy. Any absence that cannot be so verified shall be charged against the unit member's leave.
- 8.7.5 Should the unit member's absence, due to an occupational injury or illness, extend beyond sixty (60) consecutive working days, the unit member shall be permitted to use accumulated sick leave until temporary disability payment ceases, until he returns to duty, or until illness credits have been used up, whichever is sooner.
- 8.7.6 During any period a unit member is receiving his regular salary from the District, s/he is required to endorse over to the District all temporary disability payments received in accordance with Section 44984 of the Education Code. Charges to the unit member's leave balances shall be as follows:
- 8.7.6.1 Industrial accident and industrial illness leave shall be reduced by one (1) day for each day of authorized absence regardless of temporary disability payments paid.
- 8.7.6.2 Sick leave and/or vacation leave shall be reduced only by that amount necessary to provide a full day's wage or salary when added to temporary disability benefits. Any unit member who is absent because of a work connected illness shall not be entitled to receive wages or salary from the District which, when added to temporary disability benefits, will exceed his full salary during the period of his absence. (See Section 44043 of the Education Code.)
- 8.7.7 A unit member, while receiving industrial accident or industrial illness leave benefits, must remain within the State of California unless the Board of Trustees authorizes travel outside the State.
- 8.7.8 While a unit member is on any paid leave resulting from an industrial accident or industrial illness, the unit member's salary paid by the District shall not, when

added to a normal temporary disability allowance award without penalties granted the unit member under State Workers' Compensation Insurance Laws, exceed the unit member's regular salary.

Final allowance for permanent industrial disability settlements shall not be subject to remittance to the District under this rule.

8.8 Personal Necessity Leave of Absence

Unit members may take up to a maximum of ten (10) days of personal necessity leave without stating a reason. A unit member shall be allowed to use two (2) days of personal necessity leave which will not be charged against his or her sick leave. Any other personal necessity leave days will be charged against the unit member's accumulated sick leave. Personal necessity leave days shall not exceed the unit member's number of days of unused sick time.

Permissible personal necessity use

- 8.8.1 Personal necessity may be used without prior approval for the reasons listed below. However, the unit member shall make every reasonable effort to comply with District procedures designed to secure substitutes and s/he shall notify the immediate supervisor prior to the absence.
 - 8.8.1.1 Accident or serious illness involving his/her personal property or person or property of his/her immediate family.
 - 8.8.1.2 Court appearance as a litigant or as a witness under order.
 - 8.8.1.3 Religious observances
 - 8.8.1.4 Wedding and graduations for immediate family members. Immediate family for this section shall mean parent, sibling, spouse, or child.
 - 8.8.1.5 Becoming a parent by adoption, surrogate, or paternity.
 - 8.8.1.6 Personal necessity may be used for circumstances that meet all of the following criteria: Are of a serious nature, and which the unit member cannot be expected to disregard, and which necessitate the immediate attention of the unit member, and which cannot be accommodated during off-duty hours.
- 8.8.2 Such leave shall not be used for seeking or engaging in other employment, for vacation, or other recreational activities or for other activities which do not fit the criteria listed above.

- 8.8.3 Personal necessity leave shall not be used in whole, or in part, for any strike, work stoppage, work slowdown or concerted activity of any kind.

8.9 Verification of Personal Necessity Leave

The District may require satisfactory proof of the nature, extent, and duration of the personal necessity leave if it believes a unit member to be abusing the use of personal necessity leave. In the event that an investigation results in proof that abuse has taken place, the unit member may be subject to loss of pay for the day(s) of the proven abuse and/or other appropriate action.

8.10 Sabbatical Leave

A sabbatical leave of absence may be granted to any unit member only to the extent that the same will benefit the schools and pupil thereof, for not less than one (1) semester nor more than one (1) school year under the following conditions:

- 8.10.1 The applicant must have served at least seven (7) consecutive years in the District preceding the granting of the leave, and no more than one such leave of absence shall be granted to a unit member in each seven (7) years of employment. Other leaves of absence, while not counted as a "year of service," do not constitute a break in consecutive years of service.
- 8.10.2 A leave may be granted for the following reasons:
- 8.10.2.1 Formal Study - Complete a minimum of eight (8) semester hours each semester in an accredited institution of higher learning. Courses must relate to present or future service in the District.
- 8.10.2.2 Travel - Engage in foreign or domestic travel during each semester.
- 8.10.2.3 Study and Travel - A one (1) year leave may be divided between study and travel in accordance with above regulations.
- 8.10.2.4 Independent Study - Provided that the applicant presents a "plan of work" for independent study and a report relative to the accomplishment of such "plan of work" at the conclusion, sabbaticals may be granted for independent study.
- 8.10.3 Compensation while on sabbatical leave shall be fifty percent (50%) of the salary the unit member would have received had s/he remained in active service. At the expiration of the leave, the unit member shall be assigned to the same school or District Office location in which service was rendered at the time of making application for leave, subject to Article 9.
- 8.10.4 A "sabbatical leave committee" composed of certificated employees of the District, shall be appointed by the Superintendent. At least fifty percent (50%)

of the members of this committee shall be selected by the Superintendent from a list of unit members submitted to the Superintendent by the Association. The purposes of this group shall be to administer the sabbatical leave article and to submit to the Superintendent a prioritized list of unit members being recommended for sabbatical leave. It is understood that actions of this committee are subject to the approval of the Superintendent.

8.10.5 The total number of sabbatical leaves granted during any school year shall not exceed one percent (1%) of the total number of unit members employed by the District.

8.10.6 The applicant must provide a surety bond.

8.10.7 The applicant shall agree to serve twice the period of the leave following return to the District.

8.10.8 Return From Leave

The unit member shall, within ninety (90) days following return to active service in the District, submit a comprehensive report to the sabbatical leave committee certifying the successful fulfillment of the terms and conditions under which the leave was granted. This comprehensive report shall include:

8.10.8.1 Formal Study Leave - An official transcript showing courses completed and/or degree earned and a copy of all pertinent materials developed during the leave.

8.10.8.2 Travel Leave - A written report including a complete travel itinerary and a complete file of all pertinent materials collected and/or developed during the leave.

8.10.8.3 A recommendation for use within the District of all of the materials collected or developed.

If a vacant position exists in which the unit member is certified and qualified, unit members returning from sabbatical leave shall be placed in an assignment which corresponds to the purpose of the sabbatical leave, subject to other terms and conditions of the contract.

8.10.9 Failure to Return or Observe the Sabbatical Leave Plan

If a unit member fails to return or observe the sabbatical leave plan, the Board of Trustees may take action to enforce the sabbatical leave plan.

8.10.10 Sabbatical Leave Timeline

Should sabbatical leaves be offered, the following timeline will be in effect:

Notices will be sent to all unit members by mid-October.

Proposals will be due at the District no later than the first working day in December.

The Committee will meet to select unit members for sabbatical leave, for the following school year, by the last working day in December.

The Board will be asked to approve selected sabbatical leave requests at a regularly scheduled meeting during the month of January.

Approved applicants will be notified of the Board's action by the first working day in February.

8.11 Sick Leave, Personal Illness and Injury

8.11.1 Annual Sick Leave and Accumulation

A unit member who is absent due to personal illness and/or injury, including a disability caused or contributed to by pregnancy, shall be allowed full pay for the number of days absent provided that the number of days absent does not exceed the unit member's total accumulated days of sick leave. These accumulated days shall include the entitlement of sick leave days granted on July 1 each year. Members of the bargaining unit employed five (5) days a week shall be entitled to ten (10) days leave of absence for illness or injury for a year of service. Members of the bargaining unit employed less than five (5) days a week for a year of service shall be entitled to that proportion of ten (10) days leave of absence for illness or injury as the number of days employment per week bears to five (5). Unused sick leave shall be accumulated from year-to-year.

To be eligible for sick leave absence with pay, the unit member shall be in a paid status and scheduled for work on the day(s) of absence.

If a unit member resigns, retires, or is terminated and has used more sick leave than was earned, the amount used but not earned shall be deducted from the final warrant of the unit member.

8.11.2 Procedures for Taking Sick Leave

Members of the bargaining unit must notify the District of the absence as soon as the necessity to be absent becomes known to the unit member but in no instance later than 6:30 a.m. of the day of the absence.

Sub Caller Procedure:

Consult your "Employee's Quick Reference Guide" appended to this contract as Appendix D.

8.11.3 Half-Day Absences

A unit member who is absent for one-half (1/2) day or less shall have deducted one-half (1/2) day from the accumulated leave. If the absence exceeds one-half (1/2) day, a full day shall be deducted. If the absence is for one (1) period or less, there shall be no deduction from the accumulated sick leave.

8.11.4 Verification of Absence

The District may require satisfactory proof of the nature, extent, and duration of the illness if it believes a unit member to be abusing the use of sick leave, including but not limited to patterns of absenteeism. In the event that an investigation results in proof that abuse has taken place, the unit member may be subject to loss of pay for the day(s) of the proven abuse and/or other appropriate action.

For absences of more than four (4) days, when there is a question as to the extent and duration of the disability, or the unit member's ability to return to work, the District may require the unit member to submit to an examination by a physician selected by the unit member and the District. The selection must take place within forty-eight (48) hours after the District's request. In the event the time limit is not met, the District shall select the physician from among those physicians under consideration by the unit member and the District.

The District shall pay for the medical examination. The unit member will be given a copy of the physician's report. Such medical reports shall be submitted to the Director, Human Resources, who shall maintain the confidentiality of such reports.

8.12 Short-Term Personal Leaves Without Pay

An excused absence without pay for a unit member may be approved for five (5) days by the principal or administrative supervisor. Upon the recommendation of the principal or administrative supervisor, the superintendent or designee, may authorize an excused absence without pay for unit members up to ten (10) days.

8.13 Court Appearance

A unit member shall be granted, not to exceed three (3) days of absence with full pay because of necessary appearance in court (other than as a litigant) or in response to a

subpoena duly served provided such subpoena is filed with the Board of Trustees or its delegated authority immediately upon its having been received by the unit member.

8.14 Jury Leave

The District agrees to grant to members of the bargaining unit regularly called for jury duty in the manner provided by law, leave of absence without loss of pay for time the unit member is required to perform jury duty during the unit member's regularly assigned working hours. Unit members, so called for jury duty, must notify the District of service date(s) upon receiving said notice from officers of the court. The District shall pay the unit member the difference, if any, between the unit member's regular rate of pay and the amount received for jury duty. Unit members who elect to contribute their fees to the county in which serving jury duty, must submit a copy of the receipt to payroll indicating that they donated their fee to the county. Monies granted by the court for meals, travel and parking will not be considered in computing the difference. Unit members are required to return to work during any day or portion thereof in which jury duty services are not required.

A unit member who receives a jury duty notice during the school year and requests a postponement of jury duty until the end of the school year in June and before the commencement of the next school year in August will receive the substitute daily rate for each day the unit member is required to physically report to a courthouse or serve on jury duty during the summer months. This summer postponement provision applies to laid off unit members on the re-employment list and employees who retired at the end of the previous school year. It is understood that there is no jury leave during summer school. In order to receive the regular daily substitute pay, the unit member shall file the required documentation with the District. The District may require verification of jury duty days prior to or subsequent to providing jury duty compensation on a form provided by the District or the court.

8.15 Bereavement

The District agrees to grant necessary leave of absence with pay at the unit member's regular rate not to exceed three (3) days, or five (5) days if 300 miles or more or out-of-state travel is required, on account of the death of any member of the immediate family of a member of the bargaining unit. "Member of the immediate family" means the father, mother, father-in-law, mother-in-law, son, daughter, son-in-law, daughter-in-law, husband, wife, grandmother, grandfather, grandchildren, sister, brother, sister-in-law, brother-in-law, niece, nephew, aunt, uncle of the unit member, and like relatives of spouse, or any person living in the immediate household of the unit member. Bereavement leave shall be limited to a three (3) or five (5) day period following the date of death in the immediate family. If such leave of three (3) or five (5) days is not scheduled immediately and consecutively following the death, the unit member will notify his/her immediate supervisor prior to scheduling an alternative plan for bereavement leave. In exceptional circumstances, the Superintendent may grant up to two (2) additional days leave.

Unit members exercising this leave provision shall notify their immediate supervisor as soon as possible and indicate the expected duration of the absence.

Unit members shall be required to complete the standard form provided by the payroll department to verify the reason for the absence. The District may require satisfactory proof of the nature, extent, and duration of the bereavement leave if it believes a unit member is abusing the use of bereavement leave. In the event that an investigation results in proof that abuse has taken place, the unit member may be subject to loss of pay for the day(s) of the proven abuse and/or other appropriate action.

8.16 Health/Welfare Benefits While on Leave

A unit member on Board approved leave of absence without pay may participate in the District's health and dental and life insurance benefit program at the unit member's own expense, provided that the carrier allows and provided that an irrevocable notification is submitted of the intent to participate prior to the commencement of the leave and provided further, the advance payment of premiums is made in accordance with a schedule developed by the Business Office.

8.17 Revocation of Leave

A leave of absence may be revoked at the sole discretion of the Board of Trustees upon evidence that the cause for granting it was misrepresented or has ceased to exist.

8.18 Employment While on Leave

Leave of absence will not be granted for the purpose of obtaining employment in another school district, educational institution, or another occupation or profession without the prior approval of the Board of Trustees. Unit members granted leaves who accept employment in violation of this section shall be notified of the termination of their leaves of absence.

8.19 Absence From Work Without Leave/Failure to Return to Work After Leave

Any unit member who is absent from work without leave, or who fails to return to work as scheduled after the expiration of an authorized leave of absence, shall be deemed to have abandoned employment with the District, and such conduct shall constitute an automatic resignation.

8.20 Extended Illness Leave

Upon exhaustion of all accumulated sick leave credit, a unit member who continues to be absent for purposes of this policy, shall receive fifty percent (50%) of salary or the difference between the unit member's salary and the salary of the substitute, whichever is greater, for a period not to exceed five (5) school months per illness or accident. If the school year terminates before the five (5) month period is exhausted, the employee may take the balance of the five (5) month period in a subsequent school year. In order to qualify for differential pay, unit members shall first utilize all accumulated sick leave credit. Extended illness must be on the basis of a recognized medical doctor's statement.

8.21 Family Care and Medical Leave

All unit members are eligible for leave under this provision. Leave shall be granted upon request of a unit member because of the unit member's serious health condition, the serious health condition of a member of the unit member's family, the birth of a child of the unit member, or the placement of a child with a unit member in connection with adoption or foster care of the child by the unit member. As used in this section, "family" includes all persons listed in Section 8.15 of this Agreement and "serious health" is any illness, injury, impairment, or physical or mental condition. Leave under this section may be as long as twelve (12) weeks or as short as one work day. Such leave shall entitle the unit member to all economic benefits of employment except for salary on the same basis as if the unit member were not on leave. Leave under this section shall run concurrently with other leaves available under the provisions of this Agreement.

8.22 Notification of Sick Leave Accrual

The District shall provide a written notice of sick leave accrual to each bargaining unit member during the month of September.

8.23 Catastrophic Leave

Unit members may participate in the District Catastrophic Leave Program by irrevocably donating accrued sick leave to be used by other employees who experience catastrophic personal illness or injury. Donations made under this Catastrophic Leave Program shall be strictly voluntary.

Definitions

8.23.1 "Catastrophic illness or injury" means illness or non-work related injury due to an accident that is expected to incapacitate the employee for an extended period of time involving or resulting in substantial, often ruinous, medical expense and creating a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off with the exception of extended illness leave.

8.23.2 "Eligible leave credits" are sick leave days accrued by the unit member and donated to the Catastrophic Leave Program.

8.23.3 The "Sick Leave Bank" shall be comprised of donated eligible leave credits.

8.23.4 "Open Enrollment" shall take place annually during the month of October each year.

8.23.5 The "Board" means the District Board of Trustees, Superintendent, or designee.

8.23.6 The "Sick Leave Bank Committee" or "Committee" shall oversee the operation of the Sick Leave Bank. The Committee shall consist of one voting member from

each of the following groups: Anaheim Personnel and Guidance Association (APGA), California School Employees Association (CSEA), American Federation of State, County and Municipal Employees (AFSCME), the Mid-Managers Association, and the Anaheim Leadership Team Association (ALTA). There will be two voting members from the Anaheim Secondary Teachers Association (ASTA). Also included will be one voting representative from District Administration, designated by the Superintendent.

- 8.23.7 “Enrolled Member” means a qualified permanent employee who has enrolled in the Catastrophic Leave Program.

General Provisions

- 8.23.8 To become an Enrolled Member, a permanent employee must initially donate at least one (1) eligible leave credit to the Sick Leave Bank. Thereafter, an Enrolled Member must donate at least one (1) eligible leave credit to the Sick Leave Bank every year during Open Enrollment unless donations have been suspended pursuant to Article 8.23.26. Failure to make a required annual donation during Open Enrollment shall result in removal of the unit member from the Catastrophic Leave Program and shall terminate his or her status as an Enrolled Member.
- 8.23.9 The Sick Leave Bank is available to all Enrolled Members for use during their work year. Twelve-month employees may apply to use the Sick Leave Bank year-round. All other employees are eligible according to their regular work year.
- 8.23.10 Employees who elect not to enroll in the Catastrophic Leave Program upon first becoming eligible must wait sixty (60) duty days after they enroll before becoming eligible to withdraw from the Sick Leave Bank.
- 8.23.11 The Sick Leave Bank cannot be used concurrently with the extended illness leave benefit. Leave shall be taken in the following order: (1) sick leave (Article 8.11), (2) catastrophic leave (Article 8.23), (3) extended illness leave (Article 8.20).
- 8.23.12 The maximum amount of time for which donated eligible leave credits may be used is 25 days for any one catastrophic illness. The lifetime benefit from this policy may not exceed a total of 50 days.
- 8.23.13 This Catastrophic Leave Program may not be used if the Enrolled Member applies for or has purchased any other benefit or disability insurance program or income protection program, either public or private, unless the total benefit is less than 100% of the Enrolled Member’s basic salary. Enrolled Members having any additional income benefit must apply for that benefit before they are considered eligible for the Catastrophic Leave Program.
- 8.23.14 The receipt of a donated eligible leave credit through the Catastrophic Leave Program as designed here, when combined with other District income, income protection plan, or a combination of District income and income protection plan,

shall not provide the Enrolled Member with a greater monthly District income/fringe benefit contribution than he or she received prior to the receipt of catastrophic leave.

- 8.23.15 An Enrolled Member who receives donated eligible leave credits shall use any personal leave credits that he or she continues to accrue on a monthly basis prior to receiving or using additional donated eligible leave credits from the Sick Leave Bank.
- 8.23.16 Requests for donated eligible leave credits from the Sick Leave Bank must be made in increments of five (5) days.
- 8.23.17 If more than one (1) applicant is being considered at the same time and there are not enough days in the Sick Leave Bank to fill each request, the available days will be divided equally or proportionately, as is consistent with the requests, between and among the applicants. In this instance, additional donations of eligible leave credits may be accepted pursuant to Article 8.23.34.
- 8.23.18 Any fraudulent or inappropriate use of the Catastrophic Leave Program by an Enrolled Member will result in the Enrolled Member's return of all eligible leave credits to the Bank. The Enrolled Member will be responsible for returning any resulting overpayment of wages to the District. In its discretion, the District may take other appropriate action against an Enrolled Member who fraudulently or inappropriately uses the Catastrophic Leave Program.
- 8.23.19 Any unused eligible leave credits will be returned to the Bank at the end of an Enrolled Member's catastrophic leave period, including direct donations pursuant to Article 8.23.34.
- 8.23.20 The Enrolled Member must waive any and all claims against the Board, District and its officers and employees arising from the administration of the Catastrophic Leave Program.
- 8.23.21 The Sick Leave Bank Committee will issue a report to all employees of the status of the Sick Leave Bank each semester.

Donating to the Sick Leave Bank

- 8.23.22 Any permanent employee on paid duty status shall be eligible to participate with a minimum annual deposit of one (1) eligible leave credit.
- 8.23.23 All transfers of eligible leave credits are irrevocable.
- 8.23.24 Enrolled Members may donate up to three (3) full days of eligible leave credits per school year, except as provided in Article 8.23.34. In all cases, Enrolled Members must have at least eight (8) days of accrued sick leave remaining for their own use after donating to the Sick Leave Bank. Any request for an

exception to this provision must be submitted in writing and approved by the Superintendent or designee.

- 8.23.25 Donations to the Sick Leave Bank are general donations.
- 8.23.26 When and if the donated eligible leave credits in the Sick Leave Bank reach a total of 2,000 actual days, the Committee may suspend donations for one (1) year for all existing Enrolled Members. New members, however, must donate one (1) eligible leave credit to enter the Catastrophic Leave Program.

Utilizing Credits from the Sick Leave Bank

Eligible leave credits may be requested, in writing to the Assistant Superintendent, Human Resources, from the Sick Leave Bank for a catastrophic illness or injury if all of the following requirements are met.

- 8.23.27 The employee must be an Enrolled Member before requesting donated eligible leave credits.
- 8.23.28 The Enrolled Member must provide verification of catastrophic illness or injury as required by the Superintendent or designee.
- 8.23.29 The verification of catastrophic illness or injury must come in the form of a written medical statement from the attending physician indicating the incapacitating nature and probable duration of the illness or injury.
- 8.23.30 The Superintendent or designee may require verification of the need for catastrophic leave beyond the evidence of a doctor's certification and shall have the authority to accept evidence from other sources.
- 8.23.31 The Sick Leave Bank Committee determines that the Enrolled Member is unable to work due to the Enrolled Member's catastrophic illness or injury.
- 8.23.32 The Enrolled Member has exhausted all accrued paid leave credits. See also Article 8.23.11.
- 8.23.33 At the start of the Sick Leave Bank withdrawal, voluntary deductions from the Enrolled Member's paycheck will be discontinued (except for District computer loan payments and health and life insurance payments).

Direct Donation

- 8.23.34 Notwithstanding any other provision of Article 8.23, an Enrolled Member may donate eligible leave credit directly to another Enrolled Member at any time during the year when, but only when, (1) the Sick Leave Bank does not have enough donated eligible leave credits to fill an Enrolled Member's request as described in Article 8.23.17, or (2) an Enrolled Member has reached the

maximum amount of time for which donated eligible leave credits from the Sick Leave Bank may be used pursuant to Article 8.23.12. In the event that an Enrolled Member has reached the maximum amount of time for which donated eligible leave credits from the Sick Leave Bank may be used, the Enrolled Member may receive a maximum of 25 directly donated eligible leave credits per incident from another Enrolled Member for a lifetime maximum of 50 directly donated eligible leave credits.

Conditions, Illnesses, and Injuries Not Covered

- 8.23.35 Conditions, illnesses, or injuries resulting from the commission of a felony, elective cosmetic surgery, or stress are not covered. Conditions, illnesses, or injuries covered under the Workers' Compensation Program are also not covered.

ARTICLE 9: TRANSFER PROCEDURES

9.1 Definitions

9.1.1 Transfer

A transfer is defined as the relocation of unit members between schools or between a school and a district office department. Transfers fall into two (2) categories: (1) voluntary transfers that are initiated at the request of the unit members, and (2) involuntary or administrative transfers that are initiated by the District.

9.1.2 Seniority

For the purposes of the transfer Article, the term "seniority" shall mean the unit member's total continuous service to the District in a certificated position, beginning with the first (1st) day of paid service as a probationary employee. The Board shall maintain an up-to-date seniority list, which for purposes of this Article shall be the "order of employment list" required by Education Code Section 44845. This list shall be sent to the Association by November 1 of each school year and shall be posted at each site.

Every probationary or permanent employee employed after June 30, 1947 shall be deemed to have been employed on the date upon which s/he first rendered paid service in a probationary position.

9.1.3 Reassignment

For purposes of this section, a reassignment occurs when a unit member is required to teach in a department in which s/he was not teaching the previous year.

9.1.4 Opening

An opening is defined as a position at a school or administrative department location which the District has determined is to be filled by a regular probationary or permanent unit member rather than a substitute or a temporary.

9.2 Posting of Openings

9.2.1 The District shall post at each school location a notice of each opening as it occurs during the regular school year or summer session. Each notice shall state a deadline for applications which shall be not less than seven (7) days after posting. In the event an opening becomes available once the teacher work year begins, the deadline for application shall not be less than three (3) days. The opening shall not be filled prior to such deadline. Postings shall be emailed to the Association President.

- 9.2.2 An opening, for posting purposes, is not created when a permanent or probationary unit member is on a paid or unpaid leave of absence, a one (1) semester opening exists, or when a surplus unit member is available with an appropriate teaching major or minor.
- 9.2.3 Posting errors shall not be subject to grievance. The error shall be corrected prior to filling the opening.
- 9.2.4 All unit members who apply for a posted opening/available position shall be given the opportunity to interview.
- 9.2.5 After a candidate has been selected and has accepted the position, a unit member who requests transfer to an available position and is denied shall be notified in writing of the denial of transfer within five (5) business days.
- 9.2.6 The filing of a request for transfer is without prejudice. It does not jeopardize a unit member's present assignment. The request may be withdrawn any time prior to confirmation that the transfer has been approved.

9.3 Voluntary Transfer

Any unit member may apply for a voluntary transfer by submitting a "Request for Transfer" form to Human Resources prior to the closing date of the vacancy for which they are applying. The Human Resources office will notify the principal of the school where the vacancy exists and such unit member shall be offered an opportunity to interview. The Human Resources office will also notify the principal of the teacher's current school.

9.4 Mutual Exchange of Positions

A unit member may initiate an exchange of assignment for one (1) school year, providing there is agreement with the involved principal and exchange unit members. If, at the conclusion of the school year, all parties agree, the exchange of assignment shall become permanent. Beginning with the 2019-2020 school year and thereafter, when all parties do not agree, the Assistant Superintendent, Human Resources shall make the final determination whether the exchange of assignment shall become permanent.

9.5 Involuntary Transfer-Surplus

- 9.5.1 The parties recognize that it may be necessary to transfer unit members involuntarily because of enrollment adjustments, budgetary restrictions or curricular needs.

For purposes of this section only, a bargaining unit member whose assignment includes more than one department shall be determined to be a member of the department which is the majority of his/her assignment. When departments in a bargaining unit member's assignment are equally distributed, the unit member

shall determine in which department s/he is a member and give written notification within five (5) days of the beginning of the school year or the effective date of the schedule change. If a permanent change in a unit member's schedule occurs at any point in the school year, this language will apply to determine the new department designation.

When a school principal is notified by the District of the school's allocation of teaching staff, the administrator, at an all-faculty meeting, shall notify the faculty of the possibility of surplus and ask for volunteers for transfer. Consideration will be given to these volunteers if it contributes to the resolution of the surplus issue as determined by the site administrator.

In determining the department from which unit members are to be surplus, the principal will provide the department with a rationale for his/her decision. The rationale will be provided in writing upon request. The principal's decision may be appealed to the Superintendent or his/her designee. No department shall be selected for surplus, nor any unit member transferred arbitrarily or capriciously. For purposes of this section, English, ELD, and Reading shall be considered one (1) department.

9.5.2 Surplus Criteria Point System

In order to make the process consistent, the Association and the District agree to a scoring system to be utilized whenever a surplus situation exists. Please note that the scoring system is designed to consistently determine who will be transferred and is not designed to prevent involuntary transfers.

There are four (4) criteria that shall be used in determining who is to be surplus. Listed below are the criteria and points to be awarded.

1. Credentials: Each teacher properly credentialed to teach the subject to be surplus shall be given one (1) point. Please note that CLAD is a certificate and not a credential.
2. Extra-Service Pay (ESP): Any teacher who is serving, during the current school year, in a full or partial extra-service pay position will receive one (1) point (maximum). The department chair is not given a point for extra-service pay. Only one (1) extra-service pay point is given regardless of the number of extra-service pay positions the unit member holds. The point will be determined after the Spring/4th quarter sports season begins unless the unit member has already completed an assignment. The assignment must be fulfilled by the unit member in order to maintain the point. If the assignment is not fulfilled, the point will be rescinded and the surplus process will be adjusted.
3. Department Leadership: The teacher(s) serving, during the current school year, as full or shared department chair shall receive one (1) point.
4. Seniority: One (1) point shall be granted to each teacher in the department determined to be in a surplus situation except for those teachers corresponding

to the number of transferees who have the least district seniority. For example, if the department has seven (7) members and will be reduced to five (5), the five (5) most senior members get a point.

Each teacher's points from that department are totaled and, in the absence of volunteers, the teacher(s) with the lowest points will be surplus.

9.5.3 Tie Breaker for Surplus

If a tie exists after all of the steps above have been taken, the teacher with the least district seniority shall be surplus. In the event that a tie still exists, the following criteria will be applied in the priority indicated to determine the employee that is involuntarily transferred:

1. Rank by Years of Temporary Service
 - a) Persons with three or more years temporary status prior to probationary year
 - b) Persons with two years temporary status prior to probationary year
 - c) Persons with one year temporary status prior to probationary year
2. Rank by Credential/Authorization
 - d) Persons with clear single-subject credential / Level 2 Special Education Credential
 - e) Persons with preliminary single-subject credential / Level 1 Special Education Credential
 - f) Persons with two (2) or more single subject credentials
3. Rank by Special Authorization/Services
 - g) Persons with BCLAD certification authorizing instruction to EL students
 - h) Persons with other certifications authorizing instruction to EL students
 - i) Persons who are currently assigned to one of the following specialized assignments listed as follows, not listed in priority order:
 - Activities Director (JH or SH)
 - Athletic/Intramural Sports Director
 - Department Chair (JH or SH)
4. Rank by Service in Areas with Extra Service Pay (ESP)
 - j) Persons serving in additional areas with Extra Service Pay (total points; one point per ESP; as per Appendix C)

5. Rank by Advanced Certification/Degree

- k) Persons who are National Board Certified Teachers (NBCT)
- l) Persons with a Doctoral Degree
- m) Persons with a Master's Degree

6. Rank by Prior Service to the District

- n) Persons with additional service to the District in a certificated, non-teaching position
- o) Persons with additional service to the District in a non-certificated, paid position

It is agreed that in the event the District is still unable to select employees to be terminated using the above criteria, then a lottery shall be used to determine employment rights as between employees with the same initial service who are equally competent.

9.5.4 Exemptions for Surplus

The Principal may exempt a limited number of key unit members from involuntary transfer. It is understood that in order to apply the exemption, the Principal will demonstrate that such exempted unit members hold a “key assignment” within the school. The Principal has discretion to exempt a maximum of two unit members within a school site considering certain factors listed below.

The Principal may consider the following into the decision to exempt a unit member:

- Coordinator/Director/Advisor of a unique, special event or activity that occurs at the school site.
- Coordinator/Director/High School Head Coach of a high profile or unique program.
- A teacher who is qualified and interested to teach an existing high-level or specialized course that no other teacher at the site is qualified and interested to teach.

The Principal may not consider the following into the decision to exempt a unit member:

- Use of a particular instructional methodology.
- Committee participation or chairmanship.
- Partnership with another teacher (i.e. inclusion, team teaching, job-sharing, etc.)
- Specialized training that does not lead to one of the considerations listed above.

- Assignments that can be filled with other qualified and interested personnel at the site.

The intent of this section is to allow the principal to sustain courses, programs, events and activities at the school site and to avoid its elimination due to the loss of key personnel.

- 9.5.5 Transferees whose credentials and preparation do not fit existing openings will be assigned to a contract teacher substitute pool until vacancies commensurate with their qualifications occur.
- 9.5.6 An opportunity must be provided for the unit member to meet with the administrator recommending the transfer prior to effecting the proposed transfer and be advised of the reasons for recommending such transfer. In the event that an administrator cannot meet with the transferee due to vacation periods, illness, leaves of absence or other similar reasons, the administrator shall effect this section by placing a certified letter in the United States mail addressed to the transferee at his/her last known address.

9.6 Involuntary Transfer for Special Education & Itinerant Unit Members

The District and ASTA acknowledge that unit members providing mandated services to students receiving special education must have credentials, training and experiences that are unique and essential in meeting the needs of students. Specialized services provided by itinerant assignments are limited to APE, Speech/Language Pathologists, Visually Impaired and Orthopedic Services or, in exceptional circumstances, RSP teachers at more than two (2) sites. An Itinerant teacher offers services in one of the above categories at more than one site. All Itinerant teachers will be assigned to the SYS for purpose of being departmentalized for Section 9.5 (Involuntary Transfer). If a change to a unit member's assignment will result in a change of work location (adding, eliminating or switching one or more school site) prior to or during the school year, the following process will occur:

1. The District will communicate and/or meet with the unit member to discuss the reason for the change of work location(s), before the change is implemented.
2. If the unit member agrees to the change in work location(s), the change is implemented.
3. If the unit member does not agree to the change of work location(s), other options will be explored and considered, including seeking volunteers.
4. If none of the options are acceptable to the District or the employee(s) involved, the surplus process in Article 9.5.2 will be utilized and will be applied to the employee and any other staff members who may be affected.

9.7 Reassignment Within a School

Reassignments within a school are the responsibility of the principal. The principal shall take into consideration the staffing needs, the curriculum of the school and the credential authorization of the unit members. Prior to making a reassignment, the principal shall discuss the reassignment with the unit member. In the event that an administrator cannot meet with the reassigned unit member due to vacation periods, illness, leaves of absence or other similar reasons, the administrator shall effect this section by placing a certified letter in the United States mail addressed to the unit member at his/her last known address.

No unit member shall be reassigned arbitrarily or capriciously.

Unit members whose assignments will remain the same the following year may, at their discretion, consult with the principal concerning this continuing assignment.

9.8 Superintendent's Transfer

In situations not provided for herein, such power to assign includes the power to transfer professional personnel within the District when the Superintendent concludes that such a transfer is in the best interest of the District.

9.9 Transfer - School Closures

Involuntary transfers made during years that schools are closed shall be made as follows:

- 9.9.1 All unit members subject to involuntary transfer shall be provided with a list of all vacancies in the District.
- 9.9.2 All staff members shall be provided with the opportunity of listing their first three (3) preferences for vacancies which appear on the list.
- 9.9.3 The District shall attempt to place all unit members in one of their top three (3) choices. In event of a tie, the decision shall be made at the principal's discretion.

9.10 Rights of First Return

Voluntary and involuntary transferees as a result of surplus pursuant to Article 9.5 shall have the right to return, in the event of a vacancy, to the school from which s/he was transferred within one and one quarter (1-1/4) years. This right includes vacancies which are less than full-time. Unit members who wish to return will be required to initiate a request to return when the vacancy is posted. All Extra Services Pay positions (as outlined in Appendix C) held immediately prior to the transfer shall be returned to the unit member upon return to the school from which he/she was transferred if the unit member returns within one quarter of the transfer and the position(s) remains unfilled.

9.10.1 Return prior to new school year:

If two or more surplus unit members share the right to return to the same school site and request to return prior to the first work day of the new school year following the school year in which the unit members were surplus, the points received and the steps used through the application of the Surplus Criteria Point System and Tie Breaker for Surplus shall determine which unit member has the priority right to return (applies to returns prior to the start of a new school year).

9.10.2 Return after new school year:

If two or more surplus unit members share the right to return to the same school site and request to return anytime beginning with the first work day of the new school year following the school year in which the unit members were surplus, the unit member with the greatest District seniority shall be allowed to return (applies to returns after the start of a new school year). If both unit members have the same seniority date, the criteria for Tie Breaker for Surplus shall be utilized per Article 9.5.3.

9.11 Preparation Day

Whenever a unit member is to be transferred during any period of time other than the first (1st) day of the work year, said unit member shall be given a minimum of one (1) day without pupils in order to adequately relocate and prepare. In cases where unit members are moving from one site to another, upon request, the District shall assist them in moving materials.

In addition to any day(s) without pupils provided under Article 9.11, unit members transferred during any period of time other than the first (1st) day of the work year shall be compensated at the Hourly Rate for up to six (6) hours worked outside the teacher workday.

9.12 Notification of Transfer and/or Reassignment

Whenever practicable, the District shall:

9.12.1 Minimize involuntary transfers and/or reassignments during times other than in the spring of a school year, to be effective at the commencement of the next school year.

9.12.2 Notify unit members of reassignment or transfer ten days prior to the end of the academic school year.

9.13 Layoff and Tie-Breaking Criteria

Upon request, the District will meet and negotiate with the Association regarding any impact that a layoff pursuant to the Education Code may have upon mandatory subjects of meeting and negotiation. Specifically excluded from this requirement shall be the decision

itself to layoff and any of the procedural or substantive requirements set forth in the Education and Government Codes.

9.13.1 Beginning in the 2017-2018 school year, the following criteria will be applied in the priority order indicated to determine which certificated employees meet the particular needs of the District in the event that all certificated employees with the same seniority date are not terminated. These criteria meet the particular needs of the District at the present time:

1. Rank by Years of Temporary Service

- a. Persons with three or more years temporary status prior to probationary year
- b. Persons with two years temporary status prior to probationary year
- c. Persons with one year temporary status prior to probationary year

2. Rank by Credential/Authorization

- a. Persons with clear single-subject credential / Level 2 Special Education Credential.
- b. Persons with preliminary single-subject credential / Level 1 Special Education Credential
- c. Persons with two (2) or more single subject credentials

3. Rank by Special Authorization/Services

- a. Persons with BCLAD certification authorizing instruction to EL students
- b. Persons with other certifications authorizing instruction to EL students
- c. Persons who are currently assigned to one of the following specialized assignments listed as follows, not listed in priority order:
 - Activities Director (JH or SH)
 - Athletic/Intramural Sports Director
 - Department Chair (JH or SH)

4. Rank by Service in Areas with Extra Service Pay (ESP)

- a. Persons serving in additional areas with Extra Service Pay (total points; one point per ESP; as per Appendix C)

5. Rank by Advanced Certification/Degree

- a. Persons who are National Board Certified Teachers (NBCT)
- b. Persons with a Doctoral Degree

- c. Persons with a Master's Degree

6. Rank by Prior Service to the District

- a. Persons with additional service to the District in a certificated, non-teaching position
- b. Persons with additional service to the District in a non-certificated, paid position

It is agreed that in the event the District is still unable to select employees to be terminated using the above criteria, then a lottery shall be used to determine employment rights as between employees with the same initial service who are equally competent.

ARTICLE 10: HOURS OF EMPLOYMENT

10.1 Work Year

The work year for certificated employees shall be 185 days. The Student/Teacher Calendar for each year shall be incorporated herein as Appendix A.

10.1.1 Professional Learning Days

Three (3) days are devoted to professional learning activities. Unit members at each site shall be actively involved in planning the professional learning activities throughout the school year. The District and ASTA agree that professional learning days provide a valuable opportunity for school communities to collaboratively and collectively build capacity around educational issues needed for all staff to deliver a quality educational program for all students.

Unit members who do not attend a professional learning day may not use personal necessity referenced in 8.8.4. Unit members will also be required to participate in a make-up session that is of the same nature and quality to recoup the lost learning opportunity.

10.1.2 Teacher Days/Classroom Preparation

The first two (2) Teacher Days shall be divided into two separate, uninterrupted one-half days (3.25 hour blocks each) in order for teachers to prepare their classrooms prior to the start of the first Student Day of the new school year. One block of time on each of these days shall be devoted to classroom preparation and the other block of time shall be devoted to professional learning activities. Classroom preparation time shall not include the unit member's duty-free lunch.

The last day of the work year shall be a Teacher Day and shall not include professional learning activities.

10.2 Workday

The workday for unit members shall begin at least thirty (30) minutes before the beginning of the students' normal instructional day and continue for a reasonable length of time after the close of the students' regular school day. These minimum school-based assignment hours may be modified by the immediate administrator to suit varying educational and operating needs. These modifications may not be of a permanent and/or continuing nature.

10.3 Adjunct Duties

Unit members are required to remain a sufficient amount of time after their last assignment of the school day to fulfill necessary adjunct duties such as caring for student academic needs, attending parent or administrative conferences and meetings, attending Back to School and Open House and participating in other activities related to the assignment.

Unit members will use the available student information system to share timely and comprehensible feedback with students and their families at least every two (2) weeks and meet all progress report and grading deadlines.

Unit members who are required by an administrator to attend an IEP meeting more than one and a half hours beyond the student day shall be paid at the hourly rate for any time beyond the one and a half hours.

10.4 Supervision Duties/Community Engagement Activities

Unit members may be assigned supervision and/or community engagement duties during the regular instructional year such as campus supervision and performances, school tutoring programs, athletic events, dances, and detention that occur outside of the regular instructional day. Community engagement activities may include parent and family events, school performances, student competitions and presentations that occur outside of the regular instructional day. Each supervision duty shall be a minimum of 30 minutes in duration. Each community engagement activity shall be a minimum of two (2) hours in duration. Additional time performed by the unit member during the same community engagement activity shall be applied in one (1) hour increments.

The preliminary supervision duty categories shall be determined and posted at the site before the end of the preceding instructional year. Sign-ups shall occur at the beginning of the teacher work year.

The District shall assign such duties equitably among site unit members based upon choices indicated by the unit members. In no case shall unit members be assigned more than six (6) hours of supervision/community engagement duty annually.

10.5 Preparation Time

10.5.1 The District shall schedule one (1) daily conference period for each full-time classroom unit member.

10.5.2 Special education teachers and their general education partners will be provided an opportunity through a shared conference period or other accommodation to meet and collaborate during regular school hours a minimum of one time per month for a minimum of one hour per month.

10.5.3 All RSP teachers who do not have a release period in addition to their regular conference period will be provided an opportunity to take four (4) release days per school year for individualized education program-related responsibilities.

10.5.4 Beginning with the 2022-23 school year, any SDC Mild/Moderate teachers co-teaching for a minimum of four (4) periods per day at a junior high school or three (3) periods per day at a high school, who do not have a release period in addition to their regular conference period will be provided an opportunity to take four (4)

release days per school year for individualized education program-related responsibilities.

10.6 Class Coverage

Unit members shall not be required by principal or designee to give up their preparation and planning time more than two (2) times per year to cover for other teachers without compensation at the hourly rate of pay in cases of unplanned, unforeseen or unscheduled events or circumstance. Class coverage lasting less than the full period shall count as full class coverage for purposes of counting the number of class coverage periods.

10.6.1 Records of class coverage which include the teacher's signature shall be kept by the principal or designee and readily available for inspection by any affected unit member regularly assigned to that school site. Every effort will be made to assign class coverage in an equitable manner.

10.6.2 Day-to-day substitutes will be used for class coverage prior to requiring a teacher to provide class coverage.

10.6.3 Class coverage for a teacher who is attending a conference, in-service or workshop shall not be considered an "unplanned, unforeseen or unscheduled event".

10.6.4 After the first two class coverage periods, bargaining unit members shall be compensated one hour's pay for each non-block schedule class coverage, or portion thereof as follows: less than 15 minutes will be compensated as $\frac{1}{4}$ hour at the Hourly Rate of pay, 15 minutes to half of the class period as $\frac{1}{2}$ hour at the Hourly Rate of pay and more than half the period as one hour at the Hourly Rate of pay.

Class coverage on a block schedule shall be compensated at 1.5 hours pay for each class coverage, or portion thereof as follows: less than one-half hour at $\frac{1}{2}$ hour at the Hourly Rate of pay, one-half hour to one hour of coverage at 1 hour at the Hourly Rate of pay, and over 1 hour at 1 $\frac{1}{2}$ hours at the Hourly Rate of pay.

10.6.5 Bargaining unit members may agree to class coverage for planned reasons for the hourly rate of pay. This coverage will not count as either of the required coverage periods in this article.

10.6.6 Class coverage for any bargaining unit member shall not be required for two consecutive days without the bargaining unit members' consent.

10.7 Lunch Period

Each unit member shall receive a daily duty free lunch period of at least thirty (30) minutes exclusive of a five (5) minute passing period.

10.8 Teacher Assignments

In the preparation of teaching assignments, the District agrees to the following:

- 10.8.1 Unit members shall make their teaching preferences known to the administrator through the department chairperson prior to the development of the master schedule. The department chairperson shall lead a collaborative process with the unit members of the department regarding the development of the master schedule. Administrators shall consult with department chairpersons prior to initiating the development of the master schedule. A unit member shall retain the right to consult with the administrator regarding his/her assignment.
- 10.8.2 Three (3) working days prior to the close of the school year the principal or designee shall notify all staff members of their tentative assignments by class periods for the ensuing school year. Changes made subsequent to this notification may be made after the principal/designee has directly consulted by phone or given the unit member five (5) days' notice by certified mail to the last known address of the unit member, of the unit member's opportunity to consult regarding the proposed changes. If inclusion becomes part of an assignment or is removed as part of an assignment, it shall be considered a change and shall require such notice. Failure to respond to the mailed notice shall be deemed a waiver, by the unit member, of such consultation rights.

10.9 Substitute Coverage

Except in an emergency, when substitutes are available they will be hired to replace any teacher when it is known in advance that s/he will be absent from his/her assignment for more than two (2) periods.

10.10 Course Preparation

Both parties recognize that the additional workload created by three or more course preparations may reduce the effectiveness of a teacher. It is therefore agreed that the administration will make a reasonable attempt to limit the number of course preparations assigned to each teacher to two (2) course preparations per semester. The administration will consider all reasonable alternatives to ensure that the number of course preparations is equitable throughout each department and throughout the school.

- 10.10.1 A course preparation is defined as any situation in which the teacher must specifically prepare lessons, tests, or other activities for any class or block having a different course title, course number, or having different identified ability levels within a course title. "Different identified ability levels" does not refer to the normal diversity of academic abilities found in a regular classroom but rather to an individual or group that is designated by the school as requiring special accommodations. RSP teachers who are assigned to inclusion classes for the purpose of planning for and participating in instruction with more than one regular education teacher shall be recognized as having one course preparation

for each teacher to which they are assigned. Cambridge Virtual Academy (CVA) and eLearning courses shall be defined as unique course preparations.

- 10.10.2 In the case that a teacher may need to be assigned more than two (2) course preparations, the school administration will consider all reasonable alternatives to alleviate the additional responsibility being placed on the teacher and make a reasonable attempt to remedy any departmental inequities that may be created by the assignment of an additional course preparation.
- 10.10.3 If it has been determined that, in the best interest of the school, it is necessary to assign a teacher more than two course preparations, the teacher may request a meeting with the administrator no later than two (2) workdays from receipt of verifiable notice of the assignment. At this meeting the administrator will consider the teacher's input and provide written rationale for the assignment.
- 10.10.4 Unit members may request a meeting with the administration during the summer if they are notified after the end of the school year that their teaching schedule will contain more than two course preparations. It is understood that requesting a meeting during the summer is optional for the unit member. If the unit member chooses not to schedule a meeting, the timeline for the request begins the first workday of the new school year.
- 10.10.5 If the teacher is not satisfied that all options have been fully explored at the school site, the teacher may file an appeal with the Superintendent's designee no later than two (2) workdays from the receipt of the written rationale or two (2) workdays from the first day of the work year for changes that may have occurred over the summer. The Superintendent's designee will respond to the appeal within five (5) workdays.

10.11 Instructional Day

If the number of instructional minutes for a particular school allows, and upon request of a principal and a majority of the faculty, the District shall grant an additional minimum day at the end of each semester for testing, grading, and other record keeping purposes.

10.12 Professional Attire

The Association and the District agree that in order to enhance a positive school culture, certificated staff should be professionally dressed while on duty and adhere to the following guidelines:

- 10.12.1 Certificated bargaining unit members may be advised by an administrator or supervisor not to wear T-shirts or shorts while on duty.
- 10.12.2 Authorized school T-shirts may be worn while on duty when designated by the administrator or supervisor.

10.12.3 Physical Education teachers or unit members assigned to teach in classrooms without air conditioning may be permitted to wear shorts while on duty.

10.12.4 Certificated bargaining unit members may wear jeans that are free of holes, tears, or other signs of wear.

The Association and District further agree to jointly monitor the implementation of these guidelines and investigate future modifications of the guidelines.

10.13 Minimum Day

The District shall schedule one (1) student minimum day to be held on the same day that either an Open House or Back-to-School Night event is held at each site designated as a junior high. The minimum day shall be determined by the site administrator with input from the site unit members.

10.14 Traveling Teachers

Unit members required to travel to different classrooms during the school day will be provided an adequate work and storage space during the conference/prep period and shall be assigned a curriculum-appropriate classroom when one becomes available. Priority for assignment to a classroom will be given to the unit member(s) who has/have been traveling for the greatest length of time. Unit members required to travel between work sites during the workday shall be provided a travel period (separate from a duty-free lunch and a daily conference period), subject to administrator approval on a case-by-case basis.

10.15 Loss of Classroom

An attempt shall be made to accommodate room assignments so that a unit member does not lose the use of their assigned classroom during their conference period for more than two (2) consecutive school years.

ARTICLE 11: CLASS SIZE

The principal or designee may consult with members of the staff during the process of assigning pupils to classes. The Board of Trustees will annually review the staffing procedures used within the District.

11.1 Maintain Patterns

The Board will continue its effort to maintain staffing patterns that will avoid state penalties.

11.2 Grade Levels and Instructional Areas

It is recognized that class sizes at various grade levels and in different instructional areas cannot be identical.

11.3 Group Flexibility

The Board recognizes the advantages of instructional groupings different from the historically standard classrooms; e.g., large group instruction, cooperative teaching teams, multi-age groupings, or low enrollment classes for specially funded projects and the Board shall be allowed the flexibility to utilize such groupings.

11.4 Best Interests

The Board shall promote class size which is within the best interests of the students concerned.

11.5 Scheduling

The Board agrees that it shall not arbitrarily or capriciously schedule abnormally or unreasonably large classes within the District. Every attempt shall be made to adjust class sizes to assure that unit members share the teaching load.

11.6 Printout, Complaints and Monitoring

At the beginning of the third week of each semester, each unit member will receive a printout of class sizes in his/her department. The teacher may request a consultation with the principal to discuss alternatives to alleviate large class sizes.

If a unit member has a class size complaint which has not been resolved by the principal within twenty-five (25) school days of the start of a semester, the unit member may, appeal to the Assistant Superintendent, Human Resources. The Assistant Superintendent, Human Resources will review the complaint and within five (5) days of receipt of the complaint will either deny the complaint or make a recommendation to the Superintendent for resolution of the complaint.

The District will continue to monitor and require justification by the site administrator for exceedingly large classes, and will request the results of any teacher consultation(s) resulting from large class sizes.

11.7 Additional Staffing

Beginning with the opening day of school, the District will authorize additional staffing to sites based upon verification of growth of enrollment by site. This additional staffing will reflect the current teacher/student ratio as established annually by the District. The site administration will email daily the total enrollment in the school and enrollment in each class and the total number of teachers included in the staffing ratio on each of the first 20 days of the school year. Whenever the school is authorized to hire additional teachers due to growth in enrollment, the site administration shall email such information.

11.8 Student/Teacher Ratio

Teacher unit members who do not teach a full regular instructional day shall be proportionally counted in the student/teacher ratio for that site.

11.9 Student Load

The maximum student load for bargaining unit members teaching in the traditional comprehensive junior high schools, junior high school Cambridge Virtual Academy and eLearning courses, and Oxford Academy, exclusive of Physical Education, athletics, and performing arts, shall be 222 students.

The maximum student load for bargaining unit members teaching in the traditional comprehensive senior high schools and high school Cambridge Virtual Academy and eLearning courses, exclusive of Physical Education, athletics, and performing arts, shall be 195 students.

The maximum student load only includes students enrolled in the course and excludes students assigned to provide the teacher assistance, including but not limited to, teacher assistant, lab assistant, and peer tutor.

Any homeroom, advisement, or similar additional time with students will be counted as part of the student load.

11.9.1 Physical Education

The maximum student load for bargaining unit members teaching junior high Physical Education shall be 336 students.

The maximum student load for bargaining unit members teaching senior high Physical Education shall be 290 students.

11.9.2 Special Education

Effective 2015-16, the case load maximum for Special Education shall be as follows:

RSP	28 maximum
M/M	18 maximum
ED	12 maximum
LHS	16 adults, 16 high school, 12 junior high maximum
SH	13 adults, 12 high school, 12 junior high maximum
SH-Hope	12 caseload maximum
Autism	11 maximum
SLP	70 caseload maximum
Nurse	10,000 caseload maximum

If the caseload maximum cannot be met, the District and ASTA will meet to review the caseload to determine reasonable options.

11.9.3 Specialized Sites or Programs

Effective 2015-16, caseloads for these Special Sites/Programs shall be as follows:

Gilbert/Continuation	120 student load maximum*
Community Day School	75 student load maximum
Polaris/Independent Learning Center	36 caseload maximum
Hope School	10 school wide caseload average

If the maximum/average cannot be met, the District and ASTA will meet to determine reasonable options.

*For the 2018-2019 through 2020-2021 school years only, the maximum student load for bargaining unit members teaching Gilbert/Continuation shall be 116 students.

If a new program or delivery model is created within the alternative education program, this language does not apply and the District and ASTA agree to meet and confer to determine reasonable maximums.

11.9.4 All maximums in this article shall be adjusted on a pro-rata basis for bargaining unit members who teach an additional period per Article 14.8, part-time, or a split-subject assignment.

11.9.5 For student load maximums identified in Articles 11.9 and 11.9.1 only, maximums may be exceeded by mutual agreement of the District and the bargaining unit member.

11.9.5.1 The mutual agreement shall be documented in writing and include the following: (1) effective date of the agreement; (2) the total number of

additional students agreed to beyond the applicable maximum; (3) the applicable time period of the agreement (not to exceed one school year); (4) unit member name and signature; and (5) administrator name signature. (See Appendix R)

ARTICLE 12: EVALUATION PROCEDURES

The District and the Association agree that an effective evaluation system recognizes the complexities of teaching and student learning, while focusing on continuous improvement of the evaluatee's teaching practice. Administrators and teachers must work together to build a collaborative and trusting environment to achieve that goal. While formal evaluation occurs every two to five years, it should not be considered an isolated event without connection to continuous teacher growth and reflection. Informal observations shall be utilized in the evaluation process for all evaluation options.

Procedures

12.1 Evaluator

The principal or designated administrative representative shall conduct the evaluation. However, the unit member shall have the right to request an alternate evaluator. Such request shall be made in writing to the principal or immediate supervisor. Should the request be denied, the rationale shall also be submitted in writing to the unit member. All evaluators must have appropriate training and regular calibration in all evaluation procedures and instruments.

12.2 Tiered Evaluation

The District and the Association recognize that the evaluation process varies among the different members of the bargaining unit. Therefore, a three-tiered system shall be implemented to better utilize the time and efforts of the evaluator and the unit member. Informal observation shall be utilized in the evaluation process for all evaluation options. Accordingly, the evaluation process shall be comprised of the three following tiers:

Tier One – The Tier One Teacher is a unit member who has completed less than ten (10) years certificated service serving in a position established by Article 2.1.1 in the District, or less than eight (8) years in permanent status in the District, and has had satisfactory evaluations. The frequency of evaluation shall be as follows: (1) Non-permanent unit members shall be evaluated every year; and (2) Permanent unit members shall be evaluated every other year until they achieve Tier Two Teacher status as defined below.

Tier Two - A Tier Two Teacher is a permanent teacher who has ten years teaching experience in the Anaheim Union High School District, meets federal compliance requirements, and has received satisfactory evaluations for a minimum of the last two evaluations. Tier Two Teachers are evaluated every five years. The Tier Two evaluation is an introspective instrument that requires evaluatees to reflect on their successes and share their expertise with other Unit Members.

A Tier Two Teacher may select to be evaluated using the Project and Reflective Essay option or the Tier One Evaluation Process (formal observation).

Improving Teacher – The Improving Teacher has received an unsatisfactory evaluation in the previous year based on the Tier One or Tier Two evaluation process, has been referred to Peer Assistance Review (PAR), and has developed a remediation plan with the evaluator and the PAR consulting teacher. has a remediation plan in effect, and has been referred to PAR. An Improving Teacher shall have a minimum of three observations during the evaluation/remediation period conducted by their evaluator.

12.3 Goals and Objectives (California Standards of the Teaching Profession – CSTP)

The following (CSTP) Goals and Objectives shall be the basis of all evaluations regardless of the tier or level used in each individual evaluation.

12.3.1 Engaging and Supporting Students in Learning

Teachers learn about their students' interests in order to better engage them in the learning process. They connect subject matter to students' prior knowledge, backgrounds, and life experiences, as well as meaningful, real-life situations. Teachers will use a variety of instructional strategies, resources and technologies to meet the diverse learning needs of students. In addition, teachers will promote critical-thinking skills through the use of inquiry, problem-solving, reflection, and utilize frequent formative assessments to guide their instruction.

12.3.2 Creating and Maintaining Effective Environments for Student Learning.

Teachers promote social development and responsibility within a caring community where students are treated fairly and respectfully. They create physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students. They establish and maintain learning environments that are physically, intellectually, and emotionally safe. Teachers create a rigorous learning environment with high expectations and appropriate support for students. Teachers develop, communicate, and maintain high standards for individual and group behavior. They employ classroom routines, procedures, norms, and supports for positive behavior to foster a climate in which students can learn. They use instructional time to optimize learning.

12.3.3 Understanding and Organizing Subject Matter for Student Learning

Teachers exhibit in-depth working knowledge of subject matter, academic content standards, and curriculum frameworks. They apply knowledge of student development and proficiencies to assist students in the understanding of content. They organize curriculum to facilitate students' understanding of the subject matter. Teachers utilize instructional strategies that are appropriate to the subject matter. They use and adapt resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to students. They address the needs of English learners and students with special needs to provide equitable access to the content.

12.3.4 Planning Instruction and Designing Learning Experiences for Students

Teachers use knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction. They establish and articulate goals for student learning. They develop and sequence long-term and short-term instructional plans to support student learning. Teachers plan instruction that incorporates appropriate strategies to meet the diverse learning needs of students. They modify and adapt instructional plans to meet the assessed learning needs of students.

12.3.5 Assessing Students for Learning

Teachers apply knowledge of the purposes, characteristics, and uses of different types of assessments. They collect and analyze assessment data from a variety of sources and use those data to inform instruction. They review data, both individually and with colleagues, to monitor student learning. Teachers use assessment data to establish learning goals and to plan, differentiate, and modify instruction. They involve students in self-assessment, goal setting, and monitoring progress. Teachers use available technologies to assist in assessment, analysis, and communication of student learning. They use assessment information to share timely and comprehensible feedback with students and their families.

12.3.6 Developing as a Professional Educator

Teachers reflect on their teaching practice to support student learning. They establish professional goals and engage in continuous and purposeful professional growth and development. They collaborate with colleagues and engage in the broader professional community to support teacher and student learning. Teachers learn about and work with families to support student learning. They engage local communities in support of the instructional program. They manage professional responsibilities to maintain motivation and commitment to students. Teachers demonstrate professional responsibility, integrity, and ethical conduct.

The District and the Association agree that the evaluator may not observe all (or even a majority of) the descriptors of the six goals and objectives listed above in an observation session.

12.4 Frequency of Evaluation

All non-permanent Tier One unit members shall be evaluated every year. Permanent unit members shall be evaluated every other year until reaching Tier Two status. As provided herein, Tier Two Teachers shall be evaluated every five years if they meet the requirements of state and federal laws.

Should the evaluator determine that, because of observed and documented deficiencies in meeting the District's Goals and Objectives outlined herein, a Tier One or Two Teacher requires a more formal evaluation; the evaluator shall notify the teacher at least two weeks before the end of the school year. Or, if the teacher is being evaluated, the evaluator shall give an unsatisfactory evaluation which will bring about an Improving Teacher evaluation

in the subsequent year. Such deficiencies shall only be related to the Goals and Objectives found in this article.

In the event an evaluatee believes the above administrative decision is unsubstantiated, the unit member shall attempt to resolve the matter directly with the evaluator and/or principal. If a resolution is unable to be reached, the evaluatee may appeal the final evaluation, by providing specific information and data to the Assistant Superintendent, Human Resources. The decision of the Assistant Superintendent is final and no part of the evaluation content is grievable under Article 7 of the collective bargaining agreement.

12.5 Preliminary Evaluation Conference

The evaluator shall conduct a Preliminary Evaluation Conference with each evaluatee prior to the commencement of the formal evaluation. The purpose of the Preliminary Evaluation Conference is to allow both the evaluator and unit member to review the evaluation process, including the Goals and Objectives, and discuss examples of expected performance. The goal of this process is to reach an understanding regarding the expectations for the observation. Evaluation Worksheet for both the Formal Observation and the Project-Reflective Essay options (Appendix E) will be given to Evaluatees at the time of the Preliminary Evaluation Conference.

12.6 Informal Observations

Informal observations shall be utilized in the evaluation process for all evaluation options. In most instances, these observations shall be approximately (15) minutes in length. However, at the discretion of the evaluator, the timeframe may be extended. There shall be no more than two (2) informal observations prior to a formal observation. Within ten (10) school days of the observation, the Informal Observation shall be shared with the evaluatee. All comments on the report must be factual and objective. The time limits may be extended by mutual agreement of the evaluator and the evaluatee. A violation of any of the parameters set forth in this section shall not invalidate the inclusion of the Informal Observation as part of the evaluation process.

12.7 Scheduling of the Formal Observation and Pre-Observation Conference

The evaluator and the evaluatee will schedule the pre-observation conference and the [first] observation date and time at least 10 days prior to the observation. By mutual agreement, the scheduling may be done less than 10 days prior to the observation.

Additional observations will be scheduled at least 5 days in advance or less by mutual agreement. A pre-observation conference is not required for additional observations during the school year.

12.8 Pre-Observation Conference for the Formal Observation

A pre-observation conference shall be held between the evaluator and the evaluatee no less than five days (or less than five days by mutual agreement) before the first scheduled

observation. The purpose of this meeting is to discuss and review the evaluation process for the initial scheduled observation period. The reflection/discussion questions (described *infra*) for the post-observation conference will be distributed to the evaluatee at this time. A discussion for clarification of the reflection questions may take place.

12.9 Formal Observations and Post Observation Conference

The unit member to be evaluated shall be observed for one period per observation in accordance with the evaluation calendar. Within ten (10) school days of the observation, the Observation Form shall be completed and a follow-up conference with the evaluatee shall be conducted to discuss the report. All comments on the report must be factual and objective. The time limits may be extended by mutual agreement of the evaluator and evaluatee.

12.10 Project and Reflective Essay

A Tier Two teacher may select to be evaluated using the Project and Reflective Essay option in lieu of using the formal observation process. The project shall be mutually agreed upon by evaluatee and evaluator and shall be aligned with the (CSTP) Goals and Objectives. Examples of such projects may include, but are not limited to, one of the following: (1) leading or participating in a professional development activity; (2) mentor/collaborate with another teacher; (3) an educational research paper/book report on an educational topic; (4) a study or project using data from the evaluatee's class(es); (5) a project within a staff leadership position that has relevance to the educational goals of the school; or (6) a case study focusing on the evaluatee's students.

The evaluatee will also submit a reflective, self-assessment essay that includes an explanation of how the project could be applied in the classroom. This essay should also contain a reflection on strengths and areas of growth as related to the teacher's own practice and shall be aligned to the (CSTP) Goals and Objectives.

Informal observations shall be utilized in the Project and Reflective Essay option.

12.11 Evaluation Forms

All evaluation/observation forms are appended to this agreement. The administration at individual school sites shall not create any additional forms or handouts or require other supplementary materials to be completed by the evaluatee. The evaluatee has the right to attach a rebuttal reflecting their objection(s) to any aspect of any observation report or final evaluation. Such rebuttals shall be submitted within five (5) working days after the evaluatee has received the observation report or final evaluation. Each rebuttal becomes part of the form to which it is attached.

12.12 Evaluation Calendar

12.12.1 Formal Observation Calendar

All deadlines contained in the Evaluation Calendar shall be strictly adhered to by the evaluator and evaluatee and cannot to be altered or extended with the exception of what is noted in sections 12.6, 12.7 and 12.8.

Prior to the End of the 17th workday according to the Student/Teacher Calendar a Preliminary Evaluation Conference(s) shall be held wherein the evaluation system, processes, and forms (including the reflective questions and the Evaluation Worksheets) shall be explained to the unit members scheduled to be evaluated.

Observation is Scheduled (at least ten days prior to the selected date or less by mutual agreement). Observation shall not be rescheduled except in cases of unplanned, unforeseen, or unscheduled events or circumstances. In the event of a cancellation, the observation shall be rescheduled following the procedures above.

At Least Ten Work Days (or less by mutual agreement) Before the Classroom Observation -- The Pre-Observation Conference and observation date and time will be scheduled by mutual agreement of the evaluator and evaluatee. The reflective questions referenced in 12.7 and contained in Appendix E-6 will be presented at this time.

Post-Observation Conference shall occur within ten days of the observation to discuss the completed Observation Form.

Prior to the end of the first quarter, at least one formal observation shall be completed for all probationary unit members.

Prior to the end of the third quarter, at least one formal observation shall be completed for all permanent unit members. At least two formal observations shall be completed for all probationary employees.

Prior to the end of the third quarter all formal observations shall be completed. However, if a unit member has received a needs to improve or unsatisfactory on a formal observation additional observations may be scheduled during the fourth quarter.

Beginning the fourth quarter and not later than 30 calendar days prior to the end of the school year – A final evaluation shall be completed and provided to the evaluatee.

12.12.2 Project and Reflective Essay Calendar

All deadlines contained in the Evaluation Calendar shall be strictly adhered to by the evaluator and the evaluatee.

Prior to the End of the 17th workday according to the Student/Teacher Calendar a Preliminary Evaluation Conference(s) shall be held wherein the evaluation system processes, and forms (including the reflective questions and the Evaluation Worksheets) shall be explained to the unit members scheduled to be evaluated.

Pre-project Development Conference shall be held individually– at this time the evaluator and evaluatee will discuss the Project. The Tier Two Project Development Form and Tier Two Project and Reflective Essay Final Evaluation Worksheet shall be discussed and shared with the evaluatee (Appendix E-4, E-5).

Prior to the end of the First Quarter– the evaluatee and evaluator shall agree on a project. In the event that the evaluatee and evaluator cannot reach agreement on the project, the unit member shall attempt to resolve the matter directly with the evaluator. If a resolution is unable to be reached, the unit member may appeal to the Assistant Superintendent, Human Resources. The decision of the Assistant Superintendent is final and is not grievable under Article 7 of the collective bargaining agreement.

Prior to the End of the Third Quarter – The Project will be completed and the Reflective Essay will be submitted to the Evaluator.

Beginning the Fourth Quarter and not later than 30 calendar days prior to the end of the school year – A Final Evaluation shall be completed and provided to the evaluatee.

12.13 Constraints

If in the opinion of the site administrator a serious complaint has been lodged against an individual teacher by an employee or non-employee, the teacher shall be notified within a reasonable amount of time and, when practicable, before any students are questioned. Complaints not reported to the teacher, and not investigated, shall not be utilized in the evaluation or subsequent disciplinary action. In addition, progressive discipline may be included in the teacher evaluation process.

No final evaluation shall be based on the results of any standardized test information.

Although unit members may be observed in multiple disciplines, no unit member shall be evaluated in more than one (1) discipline unless the evaluator and evaluatee agree otherwise.

Whenever the District identifies problem areas in a unit member's performance, the District shall provide advance notice that corrective action is necessary. In the event a unit member believes that this did not occur, the unit member shall attempt to resolve the matter directly with the evaluator and/or principal. If a resolution is unable to be reached, the unit member may appeal, providing specific information/data, to the Assistant Superintendent, Human Resources. The decision of the Assistant Superintendent shall be final and no party of the evaluation content is grievable under Article 7 of the collective bargaining agreement.

All information and data used in the evaluation process shall be utilized with the complete knowledge and disclosure to the evaluatee. Student comments or interviews shall not be included in any evaluation.

The use of any electronic listening or recording device in any classroom without the prior consent of the unit member and principal of the school is strictly prohibited.

12.14 Academic Freedom Pertaining to Methodology and Curriculum

Professional discretion shall be guaranteed to unit members in order to create an academic atmosphere in the classroom as follows: (1) a unit member selects the instructional methodology s/he uses in teaching the standards (as long as s/he continues to receive satisfactory evaluations); (2) students and teachers are permitted to raise questions dealing with critical and controversial issues of the day pertaining to the curriculum, per Board Policy 71402; and (3) unit members maintain a classroom atmosphere conducive to the study, investigation, presentation and interpretation of facts. Unit members must teach curriculum standards as adopted by the State. For courses without adopted State Standards, unit members will teach the District-approved course of study.

12.15 Appeal Process

In the event a unit member believes the content of the final evaluation is unsubstantiated, the unit member shall attempt to resolve the matter directly with the evaluator and/or principal. If a resolution is unable to be reached, the unit member may appeal the final evaluation, providing specific information/data, to the Assistant Superintendent, Human Resources. The decision of the Assistant Superintendent is final and no part of the evaluation content is grievable under Article 7 of the collective bargaining agreement.

ARTICLE 13: SAFETY CONDITIONS

13.1 Safe Working Conditions

The District shall provide safe working conditions for all unit members within the fiscal capabilities of the District. Unit members will practice safe procedures and practices. Should the District determine that an unsafe condition exists, unit members affected by that condition shall be advised and provided methods and operating procedures until the condition is corrected.

13.2 Unsafe Conditions

13.2.1 Administrators will monitor and report to the District unsafe working conditions. Unit members aware of unsafe conditions will report said conditions to the immediate supervisor on the appropriate form. The District will respond to the unit member with a copy of the work order.

13.2.2 Assault, battery or any threat of force or violence directed toward a unit member while in attendance at school or at related school activities shall be reported by the unit members to their immediate supervisor as soon as possible.

13.2.2.1 As defined in Penal Code Section 240, an assault is an unlawful attempt, coupled with present ability, to commit a violent injury on the person of another.

13.2.2.2 As defined in Penal Code Section 242, a battery is any willful and unlawful use of force or violence upon the person of another.

13.2.3 The District shall take appropriate action whenever a unit member, while in attendance at school or related school functions, is physically or verbally attacked by another person or persons. Such action will include the unit member and any administrator having knowledge of said incident reporting such incident to the appropriate law enforcement agencies as provided in the Education Code. The affected unit member shall receive a response as to any and all action taken within a reasonable period of time after the report of the incident.

13.2.3.1 In the event of a physical attack directed towards a unit member, the site administrator will take reasonable steps under the circumstances to secure immediate first aid and/or medical treatment for any injury resulting from the attack.

13.2.3.2 The unit member shall submit a written report regarding the incident to the site administrator within no more than two (2) work days following the incident. The site administrator shall conduct a reasonable investigation of the incident taking into consideration the initial notification and any written report from the unit member. Following the investigation, the site administrator shall notify the

unit member and Assistant Superintendent, Human Resources or Director, Human Resources of the investigation's outcome.

13.3 Physical Safety

The District shall give all reasonable support and assistance to unit members as they attempt to maintain an atmosphere conducive to appropriate discipline on school grounds and in the classroom. Such support shall include:

13.3.1 Whenever a student exhibits serious behavioral problems which disrupt the educational process within the unit member's classroom, the unit member may inform the principal/designee who shall arrange for a conference with the unit member to discuss the problem and to decide upon appropriate steps for its resolution. If necessary, the principal/designee may arrange for an appropriate specialist to attend the meeting.

13.3.2 Class Suspension by Unit Members

Within the first thirty (30) days of the school year, site administrators will review with unit members their rights and responsibilities regarding student discipline and class suspension, including suspension forms and grounds for suspension. Unit members may consult District policy (8700-8708) and Education Code provisions (48900-48905, 48910) online at www.auhsd.us and leginfo.legislature.ca.gov.

13.3.2.1 A unit member may suspend a student from his/her class for the day of the suspension and the day following for any of the following actions:

- (a) Caused, attempted to cause, or threatened to cause physical injury to another person;
- (b) Caused or attempted to cause damage to school property or private property;
- (c) Disrupted school activities or otherwise willfully defied the valid authority of the teacher; or
- (d) Any other infraction as enumerated in Education Code 48900.

13.3.2.2 The teacher shall immediately report the suspension to the principal, or designee, and send the student to the principal, or designee, for appropriate action. As soon as possible, the teacher shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension. An administrator will attend the conference if either parent or teacher so requests.

- 13.3.2.3 A student suspended by a teacher shall not be placed in another teacher's classroom for that designated period of class suspension.
- 13.3.2.4 If steps outlined above are taken with respect to a student, and the behavioral problem continues to exist, the teacher and the principal/designee shall continue, in a cooperative fashion, to discuss and attempt to identify and implement a resolution to the problem.

13.4 Reimbursement for Personal Property Loss and/or Damage

- 13.4.1 The Board of Trustees will authorize payment of the cost of replacing or repairing certain property of an employee when such items are damaged or stolen in the line of duty as a result of malicious acts and without fault of the unit member.

Covered items are:

- 13.4.1.1 Prescription eye glasses, hearing aids, watches, articles of clothing, or other items necessarily worn or carried by the employee
- 13.4.1.2 Vehicles
- 13.4.1.3 Other personal property of the employee, when approval for the use of the personal property in the line of duty was given in writing by the site administrator or designee before the property was brought to the work site, and when the value of the property was agreed upon in writing by the person or persons bringing the property and the site administrator, or designee appointed by him/her for this purpose, at the time the approval for its use was given.

- 13.4.2 The following items are excluded from coverage under this article:

- 13.4.2.1 Vehicle collision (including hit and run incidents)
- 13.4.2.2 Such personal items as tape recorders, radios, telephones, pagers, or compact disc players belonging to the unit member are not included unless approved by the District in item 13.4.1.3 above. This includes items in a vehicle, regardless of whether the item is fixed or removable from the vehicle
- 13.4.2.3 Purses or wallets, or the contents thereof (credit cards, cash, etc.)
- 13.4.2.4 Cash, credit cards, or other cash equivalent items.

- 13.4.3 The maximum payment of any one claim is \$1,500 or actual cost whichever is less in the case of vehicles and \$1,000 or actual cost whichever is less for other property. Loss or damage shall be reported to the supervisor, and if appropriate,

to the police as soon as the employee becomes aware of such loss or damage. Claim forms are available in the Business Office of the District and should be forwarded through the principal or supervisor to the Business Office when completed.

- 13.4.4 To preclude double recovery, any losses or damages which are compensable, wholly or partially, under the unit member's private insurance policy, or policies, shall to such extent not be compensable under the terms of this policy.

13.5 Use of Force

Unit members may take necessary action in the performance of their duties to insure the safety of themselves and/or others or when necessary for the defense of themselves and/or others.

13.6 School Discipline Committee

A School Discipline Committee will be established on each campus to continuously review and study the school discipline policies and procedures and to make recommendations, when necessary, concerning modifications to these procedures. The committee shall include four (4) unit members selected by the unit members at the school, one (1) administrator, one (1) counselor, and two (2) parents. The District and Association are committed to implementing the Student Discipline Taskforce Recommendations & Best Practices, recognizing that they may change over time. Concerns and challenges with implementation and fidelity to the processes and expectations set forth in the Recommendations & Best Practices will be communicated with the administrators and unit members serving on the site Discipline Committee for them to review and resolve.

13.7 Behavioral Problems

Whenever a student has exhibited violent behavior, made threats against employees, or was in possession of weapons, the site administrator shall notify all of the student's teachers. The teacher(s) may inspect any non-confidential records of the student which are in the possession of the District. Threats of personal harm or property damage shall be handled in the manner prescribed by law.

13.8 Health Related Procedures

It is understood by the parties that there may be situations which require that certain health-related procedures be administered in order to protect the health of students. Unit members shall not be required to perform such procedures unless and until the unit member is trained to do so.

13.9 Emergencies/Disaster Procedures

- 13.9.1 The District shall provide each teacher with the ability to communicate with the administration in emergency situations. The District will provide each classroom with a method of communication, preferably a telephone. The District shall ensure that through the State modernization process, each classroom shall be equipped with a telephone with access to an outside line.
- 13.9.2 Within the first thirty (30) days of the school year, site administrators will distribute to and review with unit members procedures to be followed in the event of a disaster or emergency.

13.10 Site Safety Committee

A Site Safety Committee, comprised of representatives of all staff, will be established on each campus. The purpose of the safety committee will be to consider the concerns of staff relative to safety on campus.

13.11 Adult Supervision

In curricular and extra-curricular situations where transportation is required, the District shall provide adult supervision in order that no group of students is transported in any conveyance without such adult supervision.

13.12 Relocation

Upon request, unit members who are required to relocate their classrooms shall be entitled to custodial assistance to move their materials and furniture.

ARTICLE 14: WAGES AND ITEMS RELATED TO WAGES

14.1 Salary - Teachers

2021-22 Teachers' Salary

Effective August 5, 2021, the 2021-2022 Teachers' Salary Schedule (approved June 17, 2021; effective July 1, 2021) shall be increased by 3.5% and shall be referred to as the 2021-2022 Teachers' Salary Schedule A. The 2021-2022 Teachers' Salary Schedule A shall be in effect through June 30, 2022. Effective July 1, 2022, the 2021-2022 Teachers' Salary Schedule A shall be reduced by the equivalent of two days (from 187 days to 185 days) and shall be referred to as the 2021-2022 Teachers' Salary Schedule B. The 2021-2022 Teachers' Salary Schedule A and the 2021-2022 Teachers' Salary Schedule B are hereby incorporated into the Agreement as Appendix B.

In the event another District employee unit receives an increase on their salary schedule(s) greater than 3.5% for the 2021-2022 school year, the District or ASTA may request, and the other party will agree, to re-open negotiations on salary for 2021-2022.

14.2 Salary - Extra-Service Pay

The District and ASTA are proud to offer many extracurricular activities. A complete list of Extra Service Pay positions can be found in Appendix C. The pay is calculated by applying the percent indicated to Column II, Step 1 of the Teachers' Salary Schedule (Appendix B).

Extra-Service Pay is hereby incorporated as Appendix C of this Agreement.

Extra-Service Pay shall be expressed as a percent of Column II, Step 1 of the 2021-22 Teachers Salary Schedule (Appendix B) and the amount will increase as the Teachers Salary Schedule increases.

- 14.2.1 Department Chairpersons, BTSA Support Providers, Peer Assistance and Review Consulting Teachers and Peer Assistance and Review Committee Members will be paid monthly with their contract pay. Some duties assigned are within the scope of the school day.
- 14.2.2 An attempt shall be made to hire unit members for Extra-Service Pay positions before non-bargaining unit members.
- 14.2.3 Beginning with the 2014-15 school year, the following departments will be represented by a department chairperson:
 - Advancement via Individual Determination (AVID) Program
 - Career and Technical Education Program (CTE) (including Business, Home Economics and Careers Technology, Industrial Technology Education)

- English (including Reading)
- English Learner (EL) Program
- Library Teacher
- Math
- Physical Education (including Health)
- Science
- Social Science
- Visual and Performing Arts (VAPA) (including Art/Photo, Choral Music, Dance, Instrumental Music, Theatre/Drama)
- World Languages

14.2.4 Effective with the 2002-2003 school year, and concluding at the end of the 2014-15 school year, the number of Special Education Department Chairpersons at each site shall be reduced by attrition to:

One (1) RSP Special Education Department Chairperson,

One (1) Mild to Moderate Special Education Department Chairperson, and

One (1) Moderate to Severe Special Education Department Chairperson.

Unit members who serve as Special Education Department Chairpersons during the 2001-2002 school year shall continue in their current extra service pay position until the unit member voluntarily resigns or is removed from the position in compliance with Article 17.2.4 of this Agreement.

14.2.5 Special Education Department Chair The following special education programs will be represented by a department chairperson:

- Resource Specialist Program (one per site)
- Mild/Moderate and Moderate/Severe (one per site, combined)
- Adaptive Physical Education (one per district)
- Speech and Language Pathologists (one per district)
- Adult Transitions (one per site if not included under a site department)
- Visually Impaired (one per district)
- Orthopedically Handicapped (one per district)

Hope School will have three departments each represented by a department chairperson:

- Moderate/Severe-Junior High School
- Moderate/Severe-High School
- Moderate/Severe-Adult

14.2.6 Extra-Service Pay Positions

14.2.6.1 Posting of Openings

The District shall post at each school location a notice of each opening as it occurs during the regular school year or summer session. Each notice shall state a deadline for applications which shall be not less than seven (7) days after posting. In the event an opening becomes available once the teacher work year begins, the deadline for application shall not be less than three (3) days. The opening shall not be filled prior to such deadline. Postings shall be emailed to the Association President.

14.2.6.2 Return Rights

When a unit member utilizes a protected leave, the unit member will have return rights to the extra-service pay position if the unit member returns to work within one calendar year of the initial date of absence. It is understood that any unit member that serves in the position during this absence does so on an interim basis only.

14.2.6.3 Split Positions

The District and Association recognize that in some instances, extra-service pay positions may be split between two unit members. The following criteria will apply:

- In order for a split extra-service pay assignment to be considered, a proposal shall be submitted to the principal that specifies how the unit members will fulfill the responsibilities and duties of the position.
- Split extra-service pay assignments are valid for one school year.
- The principal shall have final approval of any split position.
- Should one unit member resign from the split, the position shall be reassessed according to the above language.

14.3 Salary Schedule Placement, Advancement and Structure

14.3.1 Salary Schedule

Certificated Unit Members

Unit members will be placed on and advanced on the salary schedule as follows:

1. Col. I Bachelor's Degree
2. Col. II Bachelor's Degree plus 30 semester hours
3. Col. III Bachelor's Degree plus 45 semester hours or Master's Degree
4. Col. IV Bachelor's Degree plus 60 semester hours including Master's Degree or Doctorate

14.3.2 Initial Salary Placement

Whenever a candidate is recommended for election, tentative placement on the salary schedule is made by the Director, Human Resources, based on the evidence of experience and training submitted in the application materials. Final placement on the salary schedule is made when completed official college transcripts (due November 1) and written evidence of experience have been received.

If a unit member fails to furnish such written evidence, the member's contract will be rewritten to reflect correct column and step placement and appropriate amounts sufficient to correct the salary error will be deducted from future salary warrant(s).

A maximum of six (6) years of credit shall be allowed at the rate of one (1) step for one (1) year as follows:

- A year of credentialed public school teaching experience in a paid status for at least seventy-five percent (75%) of the work days designated for the affected position.
- A year of credentialed teaching experience in a WASC accredited private school for at least seventy-five percent (75%) of the work days designated for the affected position.
- 250 days of substitute teaching experience in the Anaheim Union High School District to a maximum credit of six (6) years, provided that a teacher can produce documentation of the number of days taught.
- A year of teaching experience as a long-term substitute in the District for at least seventy-five percent (75%) of the work days in the same teaching assignment.
- Beginning with the 2022-23 school year, a year of intern teaching experience in the District for at least seventy-five percent (75%) of the work days designated for the affected position.

All previous experience shall be verified by official statements from previous employers.

14.3.3 All degrees and credits earned must be from accredited colleges or universities. For purposes of this section, accredited institutions shall be listed in the American Association Collegiate Registrar Admissions (AACRA), Council on Post-Secondary Accreditation (COPA) or Association of American Education.

14.3.4 For initial placement, all semester hours must be upper division or graduate level and earned after the Bachelor's degree.

14.3.5 Vertical Movement

14.3.5.1 All qualified unit members shall advance one (1) vertical step on the salary schedule for each year of service, except those whose placement is at the maximum step. Regular full-time unit members who, in any one school year, are in paid status for a least seventy-five percent (75%) of the work year designated for the affected position shall be deemed to have earned one (1) year of experience credit. If the unit member teaches less than 75% of the work year, the unit member may accumulate partial credit to reach the minimum of 75% of the work year and receive one (1) year of credit.

Example #1: 40% contract for two (2) years earns one (1) year of service credit;

Example #2: 20% contract for four (4) years earns one (1) year of service credit.

14.3.5.2 Any unit member with fifteen (15) complete years of credentialed teaching service in the District shall be placed on Step 16 of the salary schedule.

14.3.5.3 Any unit member with twenty (20) complete years of credentialed teaching service in the District shall be placed on Step 21 of the salary schedule.

14.3.5.4 Any unit member with twenty-five (25) complete years of credentialed teaching service in the District shall be placed on Step 26 of the salary schedule.

14.3.6 Horizontal Movement

A unit member shall be placed on the appropriate column after written proof of semester units completed or degree earned has been submitted to the Human Resources Office and approved by the Board of Trustees.

Course credit for salary placement and movement shall be given only for lower division, upper division, or graduate course work taken at four-year colleges, universities, or graduate schools which are accredited by a regional accrediting commission.

14.3.6.1 After employment and placement on the salary schedule under adopted policy, the following guidelines will be used in crediting courses for salary schedule column advancement:

14.3.6.1.1 Lower division, upper division, or graduate courses that meet any of the five (5) criteria listed below may be credited with prior approval of the principal and the Director, Human Resources. In order to be eligible to use lower division course credit for salary schedule advancement, a "Request for Lower Division Credit" must be submitted through the Director, Human Resources, at least three (3) weeks prior to the start of class. The Director, Human Resources, will respond to the applicant within two (2) weeks.

14.3.6.2 Criteria for courses accepted for salary schedule advancement:

14.3.6.2.1 A subject directly related to the current or proposed teaching assignment.

14.3.6.2.2 A subject directly related to a unit member's teaching major or teaching minor.

14.3.6.2.3 A subject directly related to an advanced degree in professional education or in a subject area.

14.3.6.2.4 A subject required by a California credential, evaluation, or renewal.

14.3.6.2.5 Courses required for obtaining an additional teaching assignment major or minor.

14.3.6.3 Evidence of successful completion of course work or degrees prior to the start of the school year, submitted to Human Resources by November 1, shall be retroactive to September. Evidence of successful completion of course work or degrees prior to February 1, submitted to Human Resources by March 1, shall be retroactive to February 1.

14.3.6.4 The burden of proof of training experience, possession of credentials, and other required documents shall lie with the unit member, both for initial placement and for subsequent reclassification. Any error in

classification which is due to action or inaction on the part of a unit member shall be corrected as soon as the error is verified, but salary adjustments shall be retroactive during the current school year only.

14.3.7 Other Salary Schedule Credit

Full salary schedule credit shall be granted for Peace Corps teaching and VISTA teaching.

The Superintendent or his/her designee may recommend salary schedule credit for experience gained which is related to teaching.

14.3.8 Professional Stipends

14.3.8.1 An additional annual stipend of \$2,520 (4.09%) will be paid for an earned doctoral degree from an accredited university.

For purposes of this section, accredited institutions shall be listed in the American Association Collegiate Registrar Admissions (AACRA), Council on Post-Secondary Accreditation (COPA), or Association of American Education.

14.3.8.2 Bargaining unit members who attain National Board certification in the field(s) of their assignment will be paid an additional annual stipend of \$2,520 (4.09%).

14.3.8.3 Bargaining unit members who attain a Bilingual Cross-cultural Language and Academic Development (BCLAD) or equivalent certification will be paid an annual stipend of \$2,520 (4.09%). An additional annual stipend of \$1,263 (2.05%) will be paid for each additional course preparation assigned beyond the limits outlined per Article 10.10.

14.3.8.4 An additional stipend will be paid for Speech Language Pathologists as follows:

- \$3,155 (5.12%) per year
- Additional \$1,263 (2.05%) for CA Speech Pathology License
- Additional \$1,263 (2.05%) for CCC (Certificate of Clinical Competence)
- Maximum of \$5,681/year.

Stipends shall be pro-rated for part-time Speech and Language Pathologists

14.3.8.5 An additional stipend of \$5,047 (8.19%) will be paid to full-time Curriculum Specialists and \$2,520 (4.09%) will be paid to part-time Curriculum Specialists.

14.3.8.6 An additional stipend in the amount of \$2,015 (3.27%) will be paid to the site Title I Specialist.

14.3.8.7 An additional stipend in the amount of \$3,894 (6.32%) will be paid to Nurses.

As per the current Agreement, percentages contained within the Professional Stipends article shall be equal to Column II, Step 1 of the 2021-22 Teachers Salary Schedule.

14.4 Travel Expenses

Any unit member traveling to an authorized convention, meeting, conference, or visitation outside the District boundaries, but within 100 miles of the District Office, shall be reimbursed at a rate equal to previous years IRS allowable rate per mile, and if two (2) or more unit members ride in the same car, the reimbursement rate of two cents more than the allowable IRS allowable rate will be paid on a daily round trip basis. When the conference, convention, or meeting is over 100 miles and the unit member elects to drive his personal car in lieu of using commercial transportation, the unit member will be reimbursed at the amount paid for lowest fare charged for commercial air transportation.

Unit members required to drive their personal automobiles in the course of their work shall be reimbursed for such use at the standard IRS business mileage rate in effect. Use of personal automobiles must have prior approval of supervisor and comply with Board policies.

14.5 Daily Rate of Pay

Daily rate of pay shall be determined by dividing the unit member's annual salary by the number of days of required service as indicated in the school calendar.

14.6 Hourly Rate of Pay

Unit members selected by the District to perform certificated hourly paid duties shall receive an hourly rate of pay equal to the previous Summer's Summer School pay. The new hourly rate of pay shall become effective the first day after the end of the regular year.

The hourly rate is determined by applying a percentage (.08%) to Column II, Step 1 of the Teachers' Salary Schedule (Appendix B). Hourly rate increases are effective after the last teacher work day of the school year. It is understood that pay increases shall not be applied retroactively to hourly service.

14.7 Golden Handshake

The District shall make available the provisions commonly referred to as the "Golden Handshake" to all eligible employees provided the State authorizes it and the District will save money.

14.8 Extra Teaching Periods

Upon mutual agreement of the District, the unit member and the Association, a unit member may agree to teach an additional class in lieu of their assigned conference period. The unit member shall be compensated at a rate equal to $1/6^{\text{th}}$ (16.7%) of his/her daily rate of pay. It is understood that such periods are in the Key to Learning and the school's master schedule. It is also understood that the extra teaching periods are during the regular school day during the regular school year.

If a school has changed the six-period or seven-period day above to a different configuration through a contract waiver, the extra compensation shall be applied only if the unit member teaches an additional class during his/her conference period.

Teachers who agree to teach the additional teaching period must be available for meetings or conferences per Article 10.3 - Adjunct Duties.

14.9 Summer Training Stipend

Unit members who participate in trainings outside of the regular work year shall receive a daily stipend of 0.30% applied to Column II, Step 1 of the Teachers' Salary Schedule (Appendix B) for trainings scheduled to last over three (3.0) hours but no more than seven (7.0) hours, inclusive of a duty-free lunch of at least thirty (30) minutes. This stipend shall be utilized for all compensated work not covered by the Teacher Salary Schedule, Extra Service Pay Schedules, Hourly Rate of Pay, or a Professional Stipend. Unit members who participate in summer trainings will not receive credit for Extra Service Pay to be used in the involuntary transfer process. Trainings scheduled to last three (3.0) hours or less shall be paid at the Hourly Rate of Pay (Appendix B).

ARTICLE 15: HEALTH AND WELFARE

15.1 Contributions by the District

The District shall contribute the blended super composite rate towards the cost of medical insurance, and shall provide dental, life, vision care, and accidental death/dismemberment insurance benefits for active employees who are within the unit as indicated below:

15.1.1 Medical Insurance

PPO: Self-insured major medical with \$275 deductible per person, maximum of \$1,100 per family for unit members and eligible dependents utilizing the Anthem Blue Cross PPO Prudent Buyer-large group Plan Network, including a prescription card service, in the amount not to exceed the super composite rate established for 2021 of \$1,303.27 per month or \$15,639.24 per year per enrolled unit member, or

EPO: EPO insurance for unit members and eligible dependents utilizing the Anthem Blue Cross PPO Prudent Buyer-large group Plan Network, in the amount not to exceed the super composite rate established for 2021 of \$1,389.11 per month or \$16,669.32 per year per enrolled unit member.

The blended super composite rate shall be the weighted average of the PPO and EPO super composite rates above. Beginning with the 2021 calendar year, the District's contribution to the blended super composite rate shall not exceed \$15,959.

2013 blended super composite rate calculation example.

1,238 employees are in the HMO*. (46%)

1,433 employees are in the PPO. (54%)

46% of \$11,808 = \$5432. 54% of \$14,364 = \$7,757.

\$5432 + \$7757 = \$13,189 is 2013 blended super composite rate.

*EPO – Effective January 1, 2018

15.1.2 Life and Accidental Death/Dismemberment Insurance

Life and accidental death/dismemberment insurance for unit member and life insurance protection for unit member's spouse and eligible children.

15.1.3 Dental Insurance

Delta Dental PPO dental insurance services for unit members and eligible dependents, or Delta Care PMI dental insurance.

15.1.4 Vision Care Insurance

Vision care with special contact lens provision for unit members and eligible dependents.

15.1.5 Ancillary benefit plan designs (Life, Dental, Vision) shall be determined by the District Insurance Committee.

15.1.6 If an agreement is reached with any other collective bargaining group on health and welfare that contains a greater benefit than the current plan or a higher maximum district contribution, the District or ASTA may request, and the other party will agree, to re-open negotiations on health and welfare for 2016.

15.2 Insurance Committee

The parties agree that the overriding purpose of the Insurance Committee ("Committee") is to fulfill the commitment contained herein and in previous memoranda of understanding regarding cost containment of health and welfare premiums. The District and the Association agree to a renewed focus on health and welfare cost containment through participation on the Committee. Accordingly the parties agree as follows:

15.2.1 The District will provide regular members of the Insurance Committee release time and class coverage to attend insurance committee meetings.

15.2.2 The parties will work aggressively through the Committee to generate specific changes in health and welfare coverage, if needed, that maximize the district's contributions for medical, dental, vision, and life insurance. On-going cost evaluations will be generated and provided to the Committee as requested. Each year, the super composite rate for the following year will be available to the Committee on or before September 1. Upon review of these rates, the Committee will make suggestions for cost containment.

15.2.3 The Committee's final recommendations for implementation of the above-referenced cost containment provisions and actual super composite rate shall be submitted to the Association no later than September 30. The Association and the District negotiation teams will work to reach an agreement on such cost containment provisions and upon agreement, recommendations shall be submitted for ratification. The Association reserves the right to meet with the District to bargain a separate benefits plan by November 1 of the calendar year preceding the plan year. If such agreement is not reached prior to November 1 of each year, the District is authorized to initiate payroll deductions beginning with the January 31 paycheck for the difference between the blended super composite rate noted in 15.1 and the current year's blended super composite rate provided by the contract administrator.

15.3 Right to Contact

The Association shall have the right to contact the Health and Welfare contract administrator directly for any information it wishes relative to the plan, but a copy of such request and a copy of any answer received from the contract administrator shall be sent to the District.

15.4 Self-Insurance Plan

The District shall maintain a self-insurance plan, using an outside contract administrator.

15.5 Retirees

The Board of Trustees shall provide the 1979-80 fringe benefit amounts toward the major medical and dental portion of the fringe benefit compensation package to all unit members who were regular contract certificated personnel in the employment of the District prior to September 6, 1979 and who retire(d) on or after September 6, 1979 from the District with fifteen (15) or more years of service to the District and who are not otherwise covered by any similar programs provided through social security or teacher retirement plans.

Retirees referred to in the above paragraph who wish to continue participation in the program will be required to make monthly payment, in advance to the Business Office, the difference between the current year costs and the 1979-80 costs.

All unit members ages 60-65 who are regular contract certificated personnel in the employment of the District and who retire(d) from the District with fifteen (15) or more years of service to the District and who are not otherwise covered by any similar programs provided through social security or teacher retirement plans shall be provided with the major medical and dental portion of the District's fringe benefit compensation package for the retiree only. Unit members who retire with fifteen (15) or more years of service to the District, and who have not attained the age of 60, who wish to participate in the major medical and dental portion of the fringe benefit compensation package may do so by depositing the monthly amount of the premium with the District Business Office. The amount of yearly premium will be established each year by the Business Office.

Members retiring after 1969 shall receive benefits no greater than those accorded current, active bargaining unit members. To remain eligible for the District paid benefit coverage from ages 60-65, the retiree must deposit the monthly amount of the premium with the District Business Office from the date of retirement until age 60.

15.6 IRS Section 125 - Flexible Benefit Plan

The District shall provide an Internal Revenue Service Section 125 Plan for unit members. Such plan will include but not be limited to eligible medical and disability income insurance and dependent care expenses. The plan administrator for the IRS Section 125 Plan shall be mutually agreed upon by the Association and the District. Participation by bargaining unit members in the Plan shall be voluntary.

ARTICLE 16: PART-TIME EMPLOYMENT

16.1 Pre-Retirement Reduced Assignment

It is the policy of the Board of Trustees of the Anaheim Union High School District to provide unit members of this District with the opportunity to phase in their retirement by reducing their workload from full-time to part-time duties while maintaining full retirement benefits pursuant to Education Code Section 22724. This reduced workload shall be authorized upon request of any full-time unit member subject to the following conditions:

- 16.1.1 The unit member must have reached the age of fifty-five (55) years prior to reduction in workload.
- 16.1.2 The unit member must have at least ten (10) years of full-time employment in this District in a position requiring certification, of which the immediately preceding five (5) years were full-time employment, and currently earning a salary equivalent to Column II, Step 7, or more.
- 16.1.3 The minimum part-time employment shall be one-half (1/2) of the number of days of service required by the unit member's contract of employment during the final year of service in a full-time position. The term "one-half" means full-time for one-half (1/2) the days required for the individual's position classification.
- 16.1.4 Only unit members who do not hold positions with salaries above that of the school principals are eligible for this reduced workload-retirement benefits program.
- 16.1.5 The option of part-time employment and full retirement benefits must be exercised on an annual basis.
- 16.1.6 The request for part-time employment must be exercised at the request of the unit member and formalized by a written agreement prior to the period of reduced service. The Director, Human Resources, shall specify the conditions of reduced service and shall establish the deadlines for making application and reaching agreement. The agreement can be revoked only with the mutual consent of the unit member and the District.
- 16.1.7 The unit member who elects a reduced workload in accordance with the conditions of this policy shall be paid a salary which is the pro rata share of the salary that would be earned if the request for part-time employment had not been made, and shall retain all other rights and benefits of full employment, provided the unit member elects to contribute to the Teachers' Retirement Fund the amount that would have been contributed if employment was on a full-time basis. If the unit member elects to contribute the full-time employment share to the Teachers' Retirement Fund, the District shall also do the same to assure full-time employment retirement allowance.

16.1.8 The District reserves the right to deny granting a reduced workload to any unit member if doing so would create a staffing problem.

16.1.9 No unit member shall be entitled to receive retirement credit for more than ten (10) years of service under this policy.

16.2 Job Sharing

16.2.1 Prior to any layoff and/or reduction in force, the District shall advertise to all unit members, for a thirty (30) day period, that the opportunity exists to participate in job sharing. The minimum job sharing employment shall be one-half (1/2) of the number of days of service required by the unit member's contract of employment. The term "one-half" (1/2) means full-time for one-half (1/2) of days required for the individual's position classification. The unit member receives fringe benefits under Article 15 during the term of his/her employment. The District reserves the right to deny the granting of job sharing if doing so would create a legal/staffing problem, as determined by the District.

16.2.2 Job sharing shall refer to two (2) unit members on regular contracts sharing one (1) teaching assignment. Two (2) unit members may share an assignment for a minimum of one (1) year. Job applications for a job-sharing assignment for the following school year shall be filed with the District no later than March 1. An application for job-sharing must include a proposal specifying how the employee will fulfill the responsibilities and duties of the position. The total number of positions shared by unit members participating in a job share shall not exceed 1% of the bargaining unit. The District shall approve or deny requests and notify, in writing, the applicants of its decision by May 1. Notwithstanding other provisions of this Agreement, job sharing unit members' wages, benefits, and paid leaves shall be prorated relative to the actual time worked. In no event shall the total amount of the health and welfare benefits for the job sharers exceed the amount the District would have paid if the position had not been shared.

16.2.2.1 Upon request of the two (2) unit members and approval of the principal, a job sharing assignment may be renewed provided the two (2) unit members notify the District prior to March 1.

16.2.2.2 If a unit member on a regular contract is in a job sharing assignment and elects to return after the first year to full-time teaching, the unit member will be returned to her/his original school if a position for which the unit member is certificated is available.

16.2.2.3 If a unit member on a regular contract is in a job sharing assignment for more than one (1) year and elects to return to full-time teaching, the unit member will be assigned to the first available full-time teaching position for which the unit member is certificated.

- 16.2.2.4 In order to advance on the salary schedule, the bargaining unit members in the job share must work a minimum of 75% of the 185 work days, which is a total of 139 or more days within two consecutive school years. If a work year is adjusted due to furlough days, the unit member must work a minimum of 75% of the work days within the two consecutive years.

16.3 Reducing from a Full-Time Assignment

- 16.3.1 The request for a reduced assignment must be initiated by the unit member and formalized by a written agreement with the District prior to the period of reduced service. The Director, Human Resources, shall specify the conditions of reduced service and shall establish the deadlines for making an application and reaching an agreement. The agreement may be renewed on an annual basis with mutual consent of the unit member and the District.
- 16.3.2 If a unit member on a reduced contract returns to his/her full-time assignment after one (1) year, the unit member shall be returned to his/her original school if a position for which the unit member is certificated is available.
- 16.3.3 If a unit member's reduced assignment contract is not renewed, the unit member shall return to a full-time position.

ARTICLE 17: DISCIPLINE

17.1 Files

17.1.1 District Personnel File

A unit member shall have the right to examine and respond to all of the material in his/her personnel file which has accrued after his/her employment. A representative of the unit member may, at the unit member's request, accompany the unit member in the review or, with the unit member's written consent, may conduct the review. Each unit member's personnel file shall contain only materials and documents as provided by law including the following:

17.1.1.1 Pre-employment information

17.1.1.2 Copies of annual contracts and supplemental contracts

17.1.1.3 Transcripts

17.1.1.4 Certification material

17.1.1.5 Letters of commendation

17.1.1.6 Copies of official personnel action

17.1.1.7 Written evaluations

17.1.1.8 Other materials, as agreed between the unit member and the Director, Human Resources.

17.1.2 Materials placed in the unit member's district personnel file shall be photocopied within forty-eight (48) hours of placement and submitted to the unit member who shall sign a receipt signifying that s/he has received the material. Such receipt does not indicate agreement. The unit member may make a written response to the material which shall also be placed in his/her district personnel file, and attached to the material being responded to. Materials which relate to an incident involving a unit member must be submitted for placement in his/her district personnel file within a reasonable period of time following the date of the complaint. Any material shall be removed from the district personnel file if a unit member's claim that it is inaccurate is sustained through the grievance procedure.

17.1.3 Local Site Folders

17.1.3.1 In addition to copies of materials found in 17.1.1, the local site folder may contain only the following:

17.1.3.1.1 Emergency Information Card

17.1.3.1.2 Principal/Supervisor copies of official personnel actions

17.1.3.1.3 Principal/supervisor documentation of actions which may lead to official personnel actions

17.1.3.1.4 Personal Data Sheet

17.1.3.1.5 Copies of forms which are prohibited by this Agreement from placement in the district personnel file

17.1.3.1.6 Items in the local site folders shall be destroyed whenever a unit member transfers to another site or terminates employment with the District with the exception of items that could lead to disciplinary actions and items mutually agreed upon by the unit member and principal.

17.1.3.2 Materials placed in the local site folder as described in 17.1.3.1 with the exception of item 3 are generally materials known to the unit member. Written "documentation of actions which may lead to official personnel action" will be made known to the unit member prior to use in any official personnel action. Twelve months after the receipt of a verbal warning document, the unit member may request the site administrator remove any record of said verbal warning from the local site file. If the request is denied, the unit member may appeal the decision to the Asst. Supt. of Human Resources.

17.2 Discipline

17.2.1 Process - Normally, the district shall utilize a "progressive discipline" procedure which utilizes the following steps:

17.2.1.1 Verbal warning(s)

17.2.1.2 Written warning

17.2.1.3 Written Reprimand

17.2.1.4 In the administration of this procedure, the parties agree that some actions of unit members may be so severe as to not require stringent adherence to the steps outlined. It is further agreed, however, that no

unit member shall be reprimanded, reduced in compensation, or suspended with or without pay as set forth herein without just cause.

In order to progress from one step to the next there must have been reoccurrence of like or related action that brought about the previous step or steps.

- 17.2.2 Notice of Progressive Discipline - In the administration of the overall discipline program of the district, it will be clearly noted on any written notice stating if the discipline represents a:

17.2.2.1 Written warning, or

17.2.2.2 Written Reprimand

- 17.2.3 Right to Representation - A unit member shall be entitled to have a representative present when s/he is subject to any disciplinary action. After a request for such representation is made, any conference will be held within a period of time not to exceed five (5) working days in order that a representative of the unit member's choice, when possible, may have an opportunity to be present.

- 17.2.4 Extra-Service Pay Assignments

- 17.2.4.1 Removal of Unit Member For Extra-Service Pay

The District may remove unit members from extra-service pay positions (Appendix C) subject to due process or as a result of a transfer to another site. For purposes of this section, due process means:

17.2.4.1.1 Verbal warning

17.2.4.1.2 Written warning

17.2.4.1.3 Written reprimand

17.2.4.1.4 Removal

The District may also remove a unit member from extra-pay and leadership positions (Appendix C) due to deficiencies in performance. The unit member will be given written notice of the deficiencies prior to removal. If no improvement is made within a reasonable amount of time, the unit member will be given notice by May 15 or at the conclusion of the season of sport effective for the following school year or season. It is understood that any written material or documents related to the removal of a unit member from an extra-service pay position shall not be placed in the unit member's district personnel file but may be placed in the local site folder. This does not prohibit the

documentation of serious offenses involving moral turpitude to be included in the personnel file.

- 17.2.4.2 In the administration of this procedure, the parties agree that some actions of unit members may be so severe as to require stringent action without strict adherence to the steps outlined above. It is further agreed that the District shall not be obligated to follow the principle of just cause in the removal of unit members from extra-service pay positions.

17.3 Complaints Against Unit Members

- 17.3.1 If in the opinion of the site administrator or designee, a serious complaint has been lodged against an individual teacher by an employee or non- employee, the teacher shall be notified within a reasonable period of time and, when practicable, before any students are questioned. Complaints not reported to the teacher within a reasonable period of time shall not be utilized in any evaluation or subsequent disciplinary action.
- 17.3.2 When practicable, if the complainant wishes to pursue the matter further, the principal will convene a conference between the teacher, the person making the complaint, and the principal or designee for the purpose of resolving the complaint.
- 17.3.3 Complaints that are not resolved at the school level should be directed to the District Superintendent or Designee.
- 17.3.4 If after the District Superintendent, or Designee, has responded to the complaint, the complainant is still not satisfied with the answer, further complaint may be made in writing to the Board of Trustees for its potential investigation and necessary action. Such complaints may be discussed in closed session.

ARTICLE 18: SUMMER PROGRAMS

Summer Programs include, but are not limited to, seat-based courses, APEX, online or E-Learning courses, Extended School Year (special education), Summer Language Academy, and International Short Stay.

18.1 Summer Program Selection Procedures

- 18.1.1 Summer program positions and requirements shall be announced at the earliest time feasible prior to the commencement of the term. ASTA unit members shall be eligible to apply for summer program positions only if they have a current “meets standards” or “satisfactory” evaluation. Such announcements shall be in the form of notices sent to all certificated personnel. Eligible ASTA bargaining unit applicants shall be given an interview.
- 18.1.2 Written notice of initial summer program assignment shall be given at the earliest time feasible prior to the commencement of the term. Employment may be terminated anytime the class size drops below an enrollment figure established by the District. Unit members who are offered employment shall be guaranteed a minimum of ten (10) hours pay.
- 18.1.3 Application procedures for summer program teaching positions will be announced each year. Unit members will be recommended for summer program employment by the summer program principals, and approved by the Director, Human Resources, who will send a written offer of employment, including training and other requirements, to the unit member. The unit member who is offered summer program employment shall sign and return the offer within five (5) days of notification or be deemed to have declined the offer. Preference shall be given to personnel who during the regular school year are ASTA bargaining unit members in the Anaheim Union High School District, hold an appropriate teaching credential, are permanent teachers, probationary or temporary teachers who have been offered and accepted employment for the next school year and are currently teaching or have taught in the subject area in the past at any level. ASTA bargaining unit members shall be hired prior to non-AUHSD applicants, except that the District shall have the right to hire up to 10% non-AUHSD applicants for summer program positions. A bargaining unit applicant who is not selected to teach in a summer program may be provided a written rationale upon request.
 - 18.1.3.1 The District will provide the Association with a listing of all applicants and all hires for summer programs and in addition, will provide copies of all application forms specifically requested by the Association within two (2) days of the Association's request.
 - 18.1.3.2 The District will make all reasonable efforts to ensure that equipment is safeguarded in all summer program lab and/or shop classes when

the teacher in the classroom during the regular year is not teaching summer program.

18.2 Working Hours

Unit members must be on duty at least fifteen (15) minutes before the beginning of the class day and remain on duty until the close of the student's regular school day. Each unit member shall receive a daily break of ten (10) minutes between the first period and the second period if the unit member is assigned to teach both periods. Such time shall be compensated at the unit member's hourly rate of pay.

Attendance at any required summer program meetings held outside regular school hours will be paid at the Hourly Rate of pay.

The Superintendent or his/her designee shall meet with the ASTA President no later than March 1 of each school year to discuss the summer program schedule.

18.3 Cancelled Class Procedures

Teachers whose classes are canceled due to insufficient enrollment shall be entitled to fill any vacant summer program positions for which they are certified at other summer program sites, before such positions are offered to other personnel.

18.4 Evaluation Procedures

Any summer program teacher who is regularly employed by the District shall not be subject to evaluation during the summer program.

Any other employee may be evaluated at the principal's discretion.

18.5 Wages and Benefits

18.5.1 Hourly Rate

Summer program teachers will be paid an hourly wage determined by the current Hourly Rate of pay.

18.5.2 Summer program teachers will not be accorded health and welfare benefits as an incident of summer program employment.

18.6 Sick Leave, Personal Illness and Injury

18.6.1 Annual Sick Leave and Accumulation

Members of the bargaining unit shall be entitled to sick leave credit equivalent to the total daily hours for the summer program worked. The summer program must be a minimum of 19 days and the employee must work at least 75% of the summer

program work days to qualify for the sick leave credit. Summer program unused sick leave and regular contract sick leave shall be accumulated from year to year. If a unit member has used his/her sick leave earned during the summer program, and requires additional sick leave, such sick leave shall be deducted from the unit member's regular accumulated sick leave or the unit member shall take short term leave without pay. (Article 8, section 8.12)

To be eligible for sick leave absence with pay, the unit member shall be in a paid status and scheduled for work on the days(s) of absence.

If a unit member resigns, retires, or is terminated and has used more sick leave than was earned, the amount used but not earned shall be deducted from the final warrant of the unit member.

18.6.2 Procedures for Taking Sick Leave

Members of the bargaining unit must notify the principals of the absence as soon as the necessity to be absent becomes known to the unit member but in no instance later than 6:30 a.m. of the day of the absence.

A unit member returning from absence must contact the school or site by 12:00 noon of the day preceding the day of intended return. If s/he is unable to make a determination before 12:00 noon, the District must be notified not later than 6:30 a.m. the following day. In the event that the District has not been notified of the unit member's intention to return, and accordingly has employed a substitute teacher for the day, the District may require the returning unit member to be charged with one (1) additional day of absence.

18.7 Release Time

18.7.1 Release Time - Grievance Processing

Unit members, not to exceed a maximum of the grievant, the grievant's representative and two (2) witnesses, shall be released from assigned responsibility without loss of compensation when participating in grievance meetings held during the school day.

18.7.2 Release Time - Association Business

Upon twenty-four (24) hours prior notice of the District and authorization by the President of the Association, the Association shall be provided a maximum of three (3) days each school year of released time for the purpose of conducting Association business. These days shall be taken in minimum increments of one (1) full day. Payment for the substitute(s) replacing the absent unit member(s) shall be reimbursed to the District Business Office by the Association within thirty (30) days.

ARTICLE 19: FACULTY ADVISORY COUNCIL

19.1 Yearly Election

Each school site shall hold a yearly election conducted by the Association Site Representative and the Principal during the first quarter of each school year to determine if they wish to establish a Faculty Advisory Council. A two-thirds (2/3) vote of the teaching staff is required to establish the Council.

19.2 Participants

The Faculty Advisory Council shall be composed of a minimum of three (3) to a maximum of five (5) teachers elected by the majority of the teachers at the site.

19.3 Meetings

The Council shall meet on a regular basis and act as an advisory panel to the site administration on issues including, but not limited to, master schedule, school discipline, attendance policies, and local site budget.

ARTICLE 20: PROFESSIONAL DEVELOPMENT/PROFESSIONAL LEARNING

The Anaheim Secondary Teachers Association (Association) and the Anaheim Union High School District (District) agree that an effective professional learning plan considers the complexities of teaching and student learning, while focusing on continuous improvement of the teaching practice. Administrators and teachers shall work together to build a collaborative and trusting environment in which both parties are valued equally to achieve that goal. Unit members at each site shall be afforded the opportunity to actively participate in the planning of professional development activities throughout the school year. Administrators and teachers shall utilize a variety of site-based shared decision making structures, including Site Leadership Teams and Professional Learning Communities, to ensure the needs of unit members, the departments, and the site are met.

ARTICLE 21: BEGINNING TEACHERS SUPPORT AND ASSESSMENT PROGRAM

In the implementation of the Marian Bergeson Beginning Teacher Support and Assessment (BTSA) program, the District and the Association agree to abide by Education Code Article 4.5, Section 44279.1 and regulations promulgated by the State Department of Education.

21.1 Purpose

- 21.1.1 Provide an effective transition into the teaching career for the first year and second year teachers in California.
- 21.1.2 Improve the educational performance of pupils through improved training, information and assistance to new teachers.
- 21.1.3 Enable beginning teachers to be effective in teaching pupils who are culturally, linguistically, and academically diverse.
- 21.1.4 Ensure the professional success and retention of new teachers.
- 21.1.5 Ensure that a Support Provider provides intensive individualized support and assistance to each participating beginning teacher.
- 21.1.6 Improve the rigor and consistency of individual teacher performance assessments and the usefulness of assessment results to teachers and decision-makers.
- 21.1.7 Establish an effective, coherent system of performance assessments that are based on the California Standards for the Teaching Professional adopted by the Commission, January 1997.
- 21.1.8 Examine alternative ways in which the general public and the educational profession may be assured that new teachers who remain in teaching have attained acceptable levels of professional competence.
- 21.1.9 Ensure that an individual induction plan is in place for each BTSA Participating teacher and is based on an ongoing assessment of the development of the beginning teacher.
- 21.1.10 Ensure continuous program improvement through ongoing research, development and evaluation.

21.2 BTSA Participating Teachers

Participating in the BTSA program shall be required for eligible teachers.

21.2.1 Criteria To Be Met By BTSA Participating Teachers

- 21.2.1.1 State eligible (meet requirements of first or second year with preliminary or clear credential).
- 21.2.1.2 Recommended and approved for participating by the District.

21.2.2 Example of BTSA Participating Teacher Activities

- 21.2.2.1 Demonstrate an understanding of the professional induction process through active engagement in the BTSA program.
- 21.2.2.2 Create and implement an Individual Induction Plan (IIP) together with the BTSA Support Provider.
- 21.2.2.3 Develop a teaching portfolio that provides a basis for continued examination of professional practice and growth.
- 21.2.2.4 Participate in the support and training activities including orientations, multicultural training, peer support seminars, discussion groups and demonstration lessons.
- 21.2.2.5 Participate in the assessment process and use of the results to chart professional development through further support and training activities.
- 21.2.2.6 Maintain a reflective journal to record higher thought processes on the teaching/learning context.
- 21.2.2.7 Participate in the program evaluation process and provide feedback to the BTSA Support Provider and Director.

21.3 BTSA Support Provider Selection

21.3.1 Criteria To Be Met For BTSA Support Provider Nomination and Assessment

- 21.3.1.1 Be a credentialed classroom teacher in the ASTA bargaining unit with permanent status providing direct classroom instruction at least 60% of the school day.
- 21.3.1.2 Have five (5) years recent classroom experience.

- 21.3.1.3 Have demonstrated exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of students in different context.
- 21.3.1.4 No more than 10% of the BTSA support providers can be excluded from the 60% direct classroom instruction agreement.
- 21.3.2 The following criteria will be considered:
 - 21.3.2.1 Demonstrates knowledge and commitment to subject matter.
 - 21.3.2.1.1 Subject matter expertise
 - 21.3.2.1.2 Ability to convey enthusiasm for the subject to students.
 - 21.3.2.1.3 Uses a wide variety of teaching strategies.
 - 21.3.2.2 Demonstrates belief in student ability to succeed.
 - 21.3.2.2.1 Commitment to setting high expectations for students.
 - 21.3.2.2.2 Competence to teach at various student ability levels.
 - 21.3.2.2.3 Willingness to give special attention to students requiring assistance.
 - 21.3.2.2.4 Success in fostering excellent student performance.
 - 21.3.2.3 Gives evidence of professional stature.
 - 21.3.2.3.1 Leadership, e.g., in organizing projects on his/her own initiative.
 - 21.3.2.3.2 Recognition by those in the same profession.
 - 21.3.2.3.3 Respect of his/ her colleagues.
 - 21.3.2.3.4 Teaching skills for working with students from different racial, linguistic and cultural backgrounds.
- 21.3.3 Examples of BTSA Support Provider Activities
 - 21.3.3.1 Provide assistance and guidance to new teachers.
 - 21.3.3.2 Provide staff development for teachers.

- 21.3.3.3 Develop curriculum.
- 21.3.3.4 Establish a forum allowing for the exchange of new ideas and materials.
- 21.3.3.5 Assist teachers with classroom management/organization/discipline skills.
- 21.3.3.6 Participate in a program of professional growth designed to improve mentor skills.

21.4 Selection Committee for BTSA Support Providers

The Committee shall consist of the President of the Anaheim Secondary Teachers Association, one BTSA Lead Teacher and the Assistant Superintendent of Human Resources.

Rights and Responsibilities of the Selection Committee:

- 21.4.1 The Selection Committee shall seek applications for the BTSA program from the body of eligible classroom teachers.
- 21.4.2 For each classroom teacher recommended, the committee shall specify a term of BTSA service of two (2) years. BTSA Support Providers may request reappointment through the Selection Committee until the six (6) year maximum is reached. The Selection Committee will consider the recommendation from the Director.
- 21.4.3 Material contained in the applicant's personnel file, including letters of recommendation and evaluations shall not be made available to or used by the committee unless expressly authorized in writing by the applicant.
- 21.4.4 The Selection Committee will review BTSA Support Provider applications and may conduct classroom observations of the candidates.
- 21.4.5 The Selection Committee will select candidates for BTSA Support Provider by a majority vote of the Committee.
- 21.4.6 The process will include reviewing applications and references, and conducting personal interviews. The Selection Committee will recommend BTSA Support Provider candidates and a list of alternates.

21.5 BTSA Support Provider Rights and Responsibilities

- 21.5.1 BTSA Support Providers may be released from classroom duties. Release time may be for workshops, inservice activities, observations, and other related duties.
- 21.5.2 BTSA Support Providers are not to perform any administrative duties or participate in the summative evaluation of other teachers.
- 21.5.3 BTSA Support Providers are not exempt from normal, routine teacher duties at their site.

21.6 Evaluation of the BTSA Support Provider

Evaluation of the BTSA Support Provider classroom duties shall be in accordance with District policy, practice and the certificated bargaining agreement.

21.6.1 General Provisions

- 21.6.1.1 No expense required by the operation of this program shall be budgeted or charged to the general fund. If the funding is decreased at any time during the life of the program, all facets of the program will be decreased proportionally.
- 21.6.1.2 If for any reason a BTSA Support Provider is unable to complete the designated term, the Director may recommend a replacement from committee recommended alternates and the respective stipend shall be prorated.
- 21.6.1.3 Following a term of service, a BTSA Support Provider must wait one (1) year to reapply unless there are no BTSA Support Providers available.

21.7 Board Action

- 21.7.1 The District Governing Board may meet in Closed Session to consider the appointment of any nominees to be a BTSA Support Provider in the same manner that it may consider the appointment or employment of other employees.
- 21.7.2 Final designation of any person as a BTSA Support Provider shall be by action of the Governing Board of the school district from persons nominated. The Governing Board may reject any nomination.

ARTICLE 22: PEER ASSISTANCE AND REVIEW

The Association and the District agree that the Peer Assistance Review (PAR) program shall only be implemented if the District receives funding for the program from the State. The Association and the District are continuously striving to provide the highest possible quality of education. In order for students to succeed in learning, teachers must succeed in teaching. Therefore, the parties agree to cooperate in the design and implementation of programs to improve the quality of instruction through expanded and improved professional development and peer assistance. Teachers who are referred or volunteer for the program are viewed as valuable professionals who deserve to have the best resources available provided to them in the interest of improving performance to a successful standard.

22.1 Joint Committee

The Joint Committee shall consist of five (5) members, the majority of whom shall be certificated classroom teachers who are chosen to serve by the Association. The District shall choose the administrators of the Joint Committee.

The Joint Committee shall establish its own meeting schedule. To meet, two-thirds of the members of the Joint Committee must be present. Such meetings shall take place during the regular teacher workday. Teachers who are members of the Joint Committee shall be released from their regular duties to attend meetings, without loss of pay or benefits. In addition, the teacher members of the Joint Committee shall receive a stipend of \$4,000 per year.

The Joint Committee shall be responsible for the following:

- 22.1.1 Providing annual training for the Joint Committee members.
- 22.1.2 Establishing its own rules of procedure, including the method for the selection of a Chairperson.
- 22.1.3 Selecting the panel of Consulting Teachers.
- 22.1.4 Selecting trainers and/or training providers.
- 22.1.5 Providing training for Consulting Teachers prior to the Consulting Teacher's participation in the program.
- 22.1.6 Notifying participation in the Peer Assistance and Review program by written notification to the referred PAR Participating Teacher, the Consulting Teacher and the site Principal.
- 22.1.7 Making available the list of the panel of Consulting Teachers to the PAR Participating Teacher.

- 22.1.8 Adopting Rules and Procedures for effectuating the provisions of this Article. Said Rules and Procedures will be consistent with the provisions of the Agreement, and to the extent that there is an inconsistency, the Agreement will prevail.
- 22.1.9 Distributing, annually, a copy of the adopted Rules and Procedures to all bargaining unit members and administrators.
- 22.1.10 Establishing a procedure for application as a Consulting Teacher.
- 22.1.11 Determining the number of Consulting Teachers in any school year, based upon participation in the Peer Assistance and Review program, the available budget and other relevant considerations.
- 22.1.12 Reviewing the report prepared by the Consulting Teacher and making recommendations to the Governing Board regarding the referred PAR Participating Teacher's progress in the Peer Assistance and Review program.
- 22.1.13 Evaluating, annually, the impact of the Peer Assistance and Review program in order to improve the program.

22.2 Confidentiality

All proceedings and materials related to evaluations, reports and other personnel matters shall be strictly confidential. Therefore, Joint Committee members and Consulting Teachers may disclose such information only as necessary to administer this Article.

22.3 Hold Harmless

This District agrees to indemnify and hold harmless and provide a defense to any Association-selected member of the Joint Committee against any claims, causes of action, damages, grievances, administrative proceedings or any other litigation arising from the unit member's participation in Peer Assistance and Peer Review. The Association retains the right to participate in the litigation. The District will pay legal costs and fees in such actions.

22.4 PAR Participating Teachers

- 22.4.1 A PAR Participating Teacher is an experienced teacher with permanent status who receives assistance to improve his or her instructional skills, classroom management, knowledge of subject, and/or related aspects of his or her teaching performance as a result of an unsatisfactory final evaluation.
- 22.4.2 A PAR Participating Teacher will be assigned to a Consulting Teacher from a panel of teachers. The Referred PAR Participating Teacher may petition the Joint Committee for a different Consulting Teacher.

22.4.3 The Referred Participating Teacher has the right to be represented at any Joint Committee meeting or any meeting with administrators throughout these procedures by the Association representative of his or her choice.

22.4.4 A Volunteer PAR Participating Teacher is an experienced teacher with permanent status who volunteers to receive assistance to improve his or her instructional skills, classroom management, knowledge of subject, and/or related aspects of his or her teaching performance. The Volunteer PAR Participating Teacher may elect to exit the program at any time. All materials and documents related to the peer assistance shall be strictly confidential.

Therefore, such materials and documents shall not be placed in the unit member's personnel file and shall not be distributed to anyone except the Consulting Teacher and Volunteer PAR Participating Teacher.

22.4.5 The Joint Panel shall have the right to extend the period of participation for a Referred PAR Participating Teacher for a period of up to one (1) additional year.

22.5 Consulting Teachers

22.5.1 A Consulting Teacher is a teacher who provides assistance to a PAR Participating Teacher pursuant to the Peer Assistance and Review program. The qualifications for the Consulting Teacher shall be set forth in the Rules and Procedures, provided that the following shall constitute minimum qualifications:

22.5.1.1 A credentialed classroom teacher working at least 60% of the time in direct student instruction with permanent status.

22.5.1.2 At least nine (9) years of teaching experience with five (5) most recent years as a teacher in classroom instruction in the District.

22.5.1.3 Shall demonstrate exemplary teaching ability, as indicated by among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.

22.5.2 In filling a position of Consulting Teacher, each applicant is required to submit three (3) references from individuals with specific knowledge of his or her expertise as follows:

22.5.2.1 A reference from a building principal or immediate supervisor.

22.5.2.2 A reference from an Association representative.

22.5.2.3 A reference from another classroom teacher.

All applications and references shall be treated with confidentiality.

- 22.5.3 Consulting Teachers shall be selected by a majority vote of the Joint Committee after candidates have had classroom observations by the Joint Committee members.
- 22.5.4 A Consulting Teacher shall be released from all regular classroom teaching duties. The term of the Consulting Teacher shall be two (2) years with an option to apply for a second two (2) year term. A teacher may not serve in the position for more than two (2) consecutive terms. A teacher may not be appointed to an administrative position in the district while serving as a Consulting Teacher or for one (1) full year after serving as a Consulting Teacher.
- 22.5.5 Functions performed pursuant to this Article by bargaining unit employees shall not constitute either management or supervisory functions. The Consulting Teacher shall be entitled to all rights of bargaining unit members. In addition to the regular salary, a Consulting Teacher shall receive a stipend of \$4,000, per year, for all work necessary to complete the assignment.
- 22.5.6 Upon completion of his or her service as a full-time released Consulting Teacher, a teacher shall be returned to a regular assignment in accordance with Article 9, Transfer Procedures, of this Agreement. The Joint Committee shall include a statement on the application specifying the return rights of a Consulting Teacher.

22.6 Procedure

The number of PAR Participating Teachers assigned to each Consulting Teacher shall be determined by the Joint Committee. Consulting Teachers shall assist PAR Participating Teachers by demonstrating, observing, coaching, conferencing, referring or by other activities, which, in their professional judgment, will assist the PAR Participating Teacher.

22.7 Performance Goals

The Consulting Teacher and the Site Administrator shall meet with the PAR Participating Teacher to discuss the Peer Assistance and Review program, to establish mutually agreed upon performance goals.

22.8 Assistance Plan

The Consulting Teacher and the Referred PAR Participating Teacher shall develop the assistance plan and develop a process for determining successful completion of the Peer Assistance and Review program.

22.9 Observations

The Consulting Teacher shall conduct multiple observations of the PAR Participating Teacher during classroom instruction, and shall have both pre-observation and post-observation conferences.

22.10 Progress

The Consulting Teacher shall monitor the progress of the Referred PAR Participating Teacher and shall submit to and discuss with the Referred PAR Participating Teacher periodic written reports.

22.11 Reporting

Consulting Teachers shall report their activities on a regular basis to the Joint Committee.

22.12 Limitations

The Consulting Teacher shall continue to provide assistance not to exceed one (1) school year to the Referred PAR Participating Teacher until he or she concludes that the teaching performance of the PAR Participating Teacher is satisfactory, or that further assistance will not be productive. The Joint Committee may authorize additional assistance beyond the one year period. A copy of the Consulting Teacher's report shall be submitted to and discussed with the Referred PAR Participating Teacher to receive his or her signature before it is submitted to the Joint Committee. The Referred PAR Participating Teacher's signing of the report does not necessarily mean agreement, but rather that he or she has received a copy of the report.

The Consulting Teacher shall submit a final report to the Joint Committee. The Referred PAR Participating Teacher shall have the right to submit a written response, within twenty (20) days, and have it attached to the final report. The Referred PAR Participating Teacher shall also have the right to request a meeting with the Joint Committee, and to be represented at this meeting by the Association representative of his or her choice.

22.13 Results

The results of the Referred PAR Participating Teacher's participation in the Peer Assistance and Review program shall be made available for placement in his or her personnel file, and may be used in the evaluation of the Referred PAR Participating Teacher.

22.14 Unresolved Issues

Any unresolved issues shall be referred to the Joint Committee for final resolution.


ARTICLE 23: DURATION

This Agreement shall remain in full force and effect through the first teacher work day of the 2022-2023 school year and shall continue in effect day-to-day until such time as a new or modified agreement is ratified by both parties.

For school year 2021-2022, Article 14, Wages and Items Related to Wages, and Article 15, Health and Welfare Benefits, shall be open for negotiations.

In addition to the articles referenced above, the Association and the District shall each have the option of opening one (1) other article of their choosing in 2021-2022. These articles shall be the only subjects of negotiations unless additional articles are opened by mutual consent.

ANAHEIM UNION HIGH SCHOOL
DISTRICT

By: 

Michael B. Matsuda
Superintendent

ANAHEIM SECONDARY TEACHERS
ASSOCIATION

By: 

Grant Schuster
President

Anaheim Union High School District 2021-2022

Student/Teacher Calendar

July 2021					November 2021					March 2022				
			1	2	1	2	3	4	5		1	2	3	4
5*	6	7	8	9	8	9	10	11*	12++	7	8	9	10	11<
12	13	14	15	16	15	16	17	18	19	14	15	16	17	18
19	20	21	22	23	22	23	24	25*	26*	21	22	23	24	25*
26	27	28	29	30	29	30				28	29	30	31	
August 2021					December 2021					April 2022				
2	3	4	5++	6++			1	2	3					1
9++	10+	11	12	13	6	7	8	9	10	4	5	6	7	8
16	17	18	19	20	13	14	15	16#	17<	11	12	13	14	15
23	24	25	26	27	20	21	22	23*	24*	18	19	20	21	22
30	31				27	28	29	30*	31*	25	26	27	28	29
September 2021					January 2022					May 2022				
		1	2	3	3	4	5	6	7	2	3	4	5	6
6*	7	8	9	10	10	11	12	13	14	9	10	11	12	13
13	14	15	16	17	17*	18	19	20	21	16	17	18	19	20
20	21	22	23	24	24	25	26	27	28	23	24	25#	26<	27+
27	28	29	30		31					30*	31			
October 2021					February 2022					June 2022				
				1		1	2	3	4			<u>1</u>	<u>2</u>	<u>3</u>
4	5	6	7	8<	7	8	9	10	11	6	7	8	9	10
11++	12	13	14	15	14*	15	16	17	18	13	14	15	16	17
18	19	20	21	22	21*	22	23	24	25	20	21	22	23	24
25	26	27	28	29	28					27	28	29	30	



School Begins



Non-Student/Non-Teacher Day
Holidays

+

Teacher Day; No Students

++

Staff Development Day; No students

<

End of the Quarter or Semester
And Minimum Day for Students

#

Minimum Day for H.S. Students Only

Underlined Days (May 29-June 4) are subject to
change to regular school days if it becomes
necessary to bring the total school days up to State
minimum.

Quarter	Days	Dates					
1	42	Aug	11	--	Oct	8	
2	43	Oct	12	--	Dec	17	
3	46	Jan	3	--	Mar	11	
4	49	Mar	14	--	May	26	

180 Student Days
187 Teacher Days

Progress Reports Due Fridays
10:00 a.m. at the site on:
September 17, 2021
November 12, 2021
February 4, 2022
April 22, 2022

Grades Due Fridays
10:00 a.m. at the site on:
October 15, 2021
January 7, 2022
March 18, 2022
May 27, 2022

Board Approved: November 18, 2021

Anaheim Union High School District 2022-2023

Student/Teacher Calendar

July 2022					November 2022					March 2023				
				1		1	2	3	4			1	2	3
4*	5	6	7	8	7	8	9	10	11*	6	7	8	9	10
11	12	13	14	15	14	15	16	17	18	13	14	15	16	17<
18	19	20	21	22	21	22	23	24*	25*	20	21	22	23	24
25	26	27	28	29	28	29	30			27	28	29	30	31*
August 2022					December 2022					April 2023				
1	2	3	4	5				1	2	3	4	5	6	7
8++	9+	10	11	12	5	6	7	8	9	10	11	12	13	14
15	16	17	18	19	12	13	14	15	16	17	18	19	20	21
22	23	24	25	26	19	20	21	22#	23<	24	25	26	27	28
29	30	31			26*	27*	28	29	30					
September 2022					January 2023					May 2023				
			1	2	2*	3*	4	5	6	1	2	3	4	5
5*	6	7	8	9	9	10	11	12	13	8	9	10	11	12
12	13	14	15	16	16*	17	18	19	20	15	16	17	18	19
19	20	21	22	23	23	24	25	26	27++	22	23	24#	25<	26+
26	27	28	29	30	30	31				29*	30	31		
October 2022					February 2023					June 2023				
3	4	5	6	7<			1	2	3				<u>1</u>	<u>2</u>
10++	11	12	13	14	6	7	8	9	10	<u>5</u>	6	7	8	9
17	18	19	20	21	13*	14	15	16	17	12	13	14	15	16
24	25	26	27	28	20*	21	22	23	24	19	20	21	22	23
31					27	28				26	27	28	29	30



School Begins



Non-Student/Non-Teacher Day
Holidays

+

Teacher Day; No Students

++

Staff Development Day; No students

<

End of the Quarter or Semester
And Minimum Day for Students

#

Minimum Day for H.S. Students Only

Underlined Days (May 30-June 5) are subject to
change to regular school days if it becomes
necessary to bring the total school days up to State
minimum.

Quarter	Days	Dates					
1	42	Aug	10	--	Oct	7	
2	48	Oct	11	--	Dec	23	
3	46	Jan	9	--	Mar	17	
4	44	Mar	20	--	May	25	

180 Student Days
185 Teacher Days

Progress Reports Due Fridays
10:00 a.m. at the site on:
September 16, 2022
November 10, 2022 (Thursday)
February 3, 2023
April 21, 2023

Grades Due Fridays
10:00 a.m. at the site on:
October 14, 2022
January 13, 2023
March 24, 2023
May 26, 2023

Anaheim Union High School District 2023-2024

Student/Teacher Calendar

July 2023					November 2023					March 2024				
3	4*	5	6	7			1	2	3					1
10	11	12	13	14	6	7	8	9	10*	4	5	6	7	8
17	18	19	20	21	13	14	15	16	17	11	12	13	14	15<
24	25	26	27	28	20	21	22	23*	24*	18	19	20	21	22
31					27	28	29	30		25	26	27	28	29*
August 2023					December 2023					April 2024				
	1	2	3	4					1	1	2	3	4	5
7++	8+	9	10	11	4	5	6	7	8	8	9	10	11	12
14	15	16	17	18	11	12	13	14	15	15	16	17	18	19
21	22	23	24	25	18	19	20	21#	22<	22	23	24	25	26
28	29	30	31		25*	26*	27	28	29	29	30			
September 2023					January 2024					May 2024				
				1	1*	2*	3	4	5			1	2	3
4*	5	6	7	8	8	9	10	11	12	6	7	8	9	10
11	12	13	14	15	15*	16	17	18	19	13	14	15	16	17
18	19	20	21	22	22	23	24	25	26++	20	21	22#	23<	24+
25	26	27	28	29	29	30	31			27*	28	29	30	31
October 2023					February 2024					June 2024				
2	3	4	5	6<				1	2					
9++	10	11	12	13	5	6	7	8	9	3	4	5	6	7
16	17	18	19	20	12*	13	14	15	16	10	11	12	13	14
23	24	25	26	27	19*	20	21	22	23	17	18	19	20	21
30	31				26	27	28	29		24	25	26	27	28



School Begins



Non-Student/Non-Teacher Day
Holidays

+

Teacher Day; No Students

++

Staff Development Day; No students

<

End of the Quarter or Semester
And Minimum Day for Students

#

Minimum Day for H.S. Students Only

Underlined Days (May 28-June 3) are subject to
change to regular school days if it becomes
necessary to bring the total school days up to State
minimum.

Quarter	Days	Dates					
1	42	Aug	9	--	Oct	6	
2	48	Oct	10	--	Dec	22	
3	46	Jan	8	--	Mar	15	
4	44	Mar	18	--	May	23	

180 Student Days

185 Teacher Days

Progress Reports Due Fridays
10:00 a.m. at the site on:

September 15, 2023

November 9, 2023 (Thursday)

February 9, 2024

April 19, 2024

Grades Due Fridays
10:00 a.m. at the site on:

October 13, 2023

January 12, 2024

March 22, 2024

May 24, 2024

Anaheim Union High School District 2024-2025

Student/Teacher Calendar

July 2024					November 2024					March 2025				
1	2	3	4*	5					1	3	4	5	6	7
8	9	10	11	12	4	5	6	7	8	10	11	12	13	14<
15	16	17	18	19	11*	12	13	14	15	17	18	19	20	21
22	23	24	25	26	18	19	20	21	22	24	25	26	27	28*
29	30	31			25	26	27	28*	29*	31				
August 2024					December 2024					April 2025				
			1	2	2	3	4	5	6		1	2	3	4
5++	6+	7	8	9	9	10	11	12	13	7	8	9	10	11
12	13	14	15	16	16	17	18	19#	20<	14	15	16	17	18
19	20	21	22	23	23	24*	25*	26	27	21	22	23	24	25
26	27	28	29	30	30	31*				28	29	30		
September 2024					January 2025					May 2025				
2*	3	4	5	6			1*	2	3				1	2
9	10	11	12	13	6	7	8	9	10	5	6	7	8	9
16	17	18	19	20	13	14	15	16	17	12	13	14	15	16
23	24	25	26	27	20*	21	22	23	24	19	20	21#	22<	23+
30					27	28	29	30	31++	26*	27	28	29	30
October 2024					February 2025					June 2025				
	1	2	3	4<						2	3	4	5	6
7++	8	9	10	11	3	4	5	6	7	9	10	11	12	13
14	15	16	17	18	10*	11	12	13	14	16	17	18	19	20
21	22	23	24	25	17*	18	19	20	21	23	24	25	26	27
28	29	30	31		24	25	26	27	28	30				



School Begins



Non-Student/Non-Teacher Day
Holidays

+ Teacher Day; No Students

++ Staff Development Day; No students

< End of the Quarter or Semester
And Minimum Day for Students
Minimum Day for H.S. Students Only
— Underlined Days (May 27-June 2) are subject to
change to regular school days if it becomes
necessary to bring the total school days up to State
minimum.

Quarter	Days	Dates			
1	42	Aug	7	--	Oct 4
2	48	Oct	8	--	Dec 20
3	46	Jan	6	--	Mar 14
4	44	Mar	17	--	May 22

180 Student Days
185 Teacher Days

Progress Reports Due Fridays
10:00 a.m. at the site on:
September 13, 2024
November 8, 2024
February 7, 2025
April 18, 2025

Grades Due Fridays
10:00 a.m. at the site on:
October 11, 2024
January 10, 2025
March 21, 2025
May 23, 2025

**ANAHEIM UNION HIGH SCHOOL DISTRICT
2021/2022 (A-187 DAYS) TEACHERS' SALARY SCHEDULE**

		BA + 30	BA + 45 or MA	BA + 60 & MA or Doctorate
STEPS	I	II	III	IV
01	\$57,124	\$61,618	\$66,858	\$72,843
02	\$60,583	\$65,070	\$70,310	\$76,295
03	\$64,031	\$68,528	\$73,761	\$79,756
04	\$67,490	\$71,975	\$77,217	\$83,211
05	\$70,947	\$75,436	\$80,673	\$86,663
06	\$74,404	\$78,891	\$84,131	\$90,116
07	\$77,860	\$82,345	\$87,587	\$93,576
08	\$81,314	\$85,804	\$91,038	\$97,036
09	\$84,776	\$89,257	\$94,497	\$100,493
10	\$88,225	\$92,719	\$97,960	\$103,949
11	\$91,688	\$96,185	\$101,414	\$107,402
LONGEVITY (Steps 16-26 are longevity steps for years of credentialed teaching in AUHSD) See Article 14.3.5				
16	\$96,854	\$101,351	\$106,580	\$112,568
21	\$102,020	\$106,517	\$111,746	\$117,734
26	\$109,643	\$114,140	\$119,369	\$125,357

Doctorate: \$2,520
National Board Certification: \$2,520
Hourly Rate of Pay: \$49.29 (effective 6/1/22)
Summer Stipends: See Article 14.9
Initial Salary Placement: See Article 14.3.2

<u>Years Experience</u>	<u>Placement</u>
1	2
2	3
3	4
4	5
5	6
6 or more	7

Board of Trustees
Approved: Pending
Effective: August 5, 2021

**ANAHEIM UNION HIGH SCHOOL DISTRICT
2021/2022 (B-185 DAYS) TEACHERS' SALARY SCHEDULE**

		BA + 30	BA + 45 or MA	BA + 60 & MA or Doctorate
STEPS	I	II	III	IV
01	\$56,513	\$60,959	\$66,143	\$72,064
02	\$59,935	\$64,374	\$69,558	\$75,479
03	\$63,346	\$67,795	\$72,972	\$78,903
04	\$66,768	\$71,205	\$76,391	\$82,321
05	\$70,188	\$74,629	\$79,810	\$85,736
06	\$73,608	\$78,047	\$83,231	\$89,152
07	\$77,027	\$81,464	\$86,650	\$92,575
08	\$80,444	\$84,886	\$90,064	\$95,998
09	\$83,869	\$88,302	\$93,486	\$99,418
10	\$87,281	\$91,727	\$96,912	\$102,837
11	\$90,707	\$95,156	\$100,329	\$106,253
LONGEVITY (Steps 16-26 are longevity steps for years of credentialed teaching in AUHSD) See Article 14.3.5				
16	\$95,818	\$100,267	\$105,440	\$111,364
21	\$100,928	\$105,377	\$110,550	\$116,474
26	\$108,470	\$112,919	\$118,092	\$124,016

Doctorate: \$2,493
National Board Certification: \$2,493
Hourly Rate of Pay: \$48.77 (effective 7/1/22)
Summer Stipends: See Article 14.9
Initial Salary Placement: See Article 14.3.2

<u>Years Experience</u>	<u>Placement</u>
1	2
2	3
3	4
4	5
5	6
6 or more	7

Board of Trustees
Approved: Pending
Effective: July 1, 2022

**ANAHEIM UNION HIGH SCHOOL DISTRICT
EXTRA SERVICE PAY SCHEDULE
2021-22
SENIOR HIGH SCHOOL
TEACHERS**

*Percentages below shall be equal to Column II, Step 1
of the 2021-2022 Teachers Salary Schedule*

1. **ACTIVITIES** - To be paid in two equal semester payments, unless activity specifies it is an amount for one semester only.

<u>POSITION</u>	<u>PAY</u>	<u>PERCENTAGE</u>
Jazz Band	\$1,707	2.77
Accompanist	\$1,830	2.97
Academic Decathlon (1 per school)	\$2,767	4.49
Kiwanis Bowl (1 per school)	\$2,767	4.49
Mock Trial (1 per school)	\$2,767	4.49
CTSO	\$2,767	4.49
Journalism	\$3,136	5.09
Photo Advisor	\$3,136	5.09
Yearbook	\$3,537	5.74
Assistant Band Director	\$3,537	5.74
Assistant Dance	\$3,537	5.74
Speech	\$3,728	6.05
Debate	\$3,728	6.05
Vocal	\$4,135	6.71
Speech Debate	\$4,135	6.71
Dance	\$4,135	6.71
Drama	\$4,135	6.71
Band	\$6,057	9.83
Drill Team	\$6,057	9.83
Colorguard (1 person)	\$6,057	9.83

*Percentages below shall be equal to Column II, Step 1
of the 2021-2022 Teachers Salary Schedule*

2. **ATHLETICS** - To be paid at the end of the season in one payment.

<u>SPORT</u>	<u>POSITION</u>	<u>PAY</u>	<u>PERCENTAGE</u>
Football	Head Varsity	\$6,057	9.83
	Assistant Varsity	\$3,974	6.45
	Junior Varsity	\$3,728	6.05
	Sophomore	\$3,728	6.05
	Freshman	\$3,728	6.05
	Assistant Fr/Soph	\$3,364	5.46
Cross Country	Head Varsity Men & Women	\$3,974	6.45
	Head Varsity	\$3,728	6.05
	Assistant or Lower Level	\$3,364	5.46
Volleyball	Head Varsity & JV	\$4,135	6.71
	Head Varsity	\$3,728	6.05
	Assistant or Lower Level	\$3,364	5.46
Song and Cheer	Varsity Song/Cheer (1 person)	\$6,057	9.83
	Varsity Songleader	\$3,032	4.92
	Varsity Cheerleader	\$3,032	4.92
Tennis	Head Varsity & JV	\$4,135	6.71
	Head Varsity	\$3,728	6.05
	Assistant or Lower Level	\$3,364	5.46
Water Polo	Head Varsity & JV	\$4,135	6.71
	Head Varsity	\$3,728	6.05
	Assistant or Lower Level	\$3,364	5.46
Basketball	Head Varsity	\$4,671	7.58
	Assistant or Lower Level	\$3,728	6.05
Soccer	Head Varsity & JV	\$4,135	6.71
	Assistant or Lower Level	\$3,364	5.46
Wrestling	Head Varsity Men & Women	\$5,145	8.35
	Head Varsity Men	\$4,671	7.58
	Head Varsity Women	\$4,671	7.58
	Assistant or Lower Level	\$3,728	6.05
Softball	Head Varsity	\$4,671	7.58
	Assistant or Lower Level	\$3,728	6.05

*Percentages below shall be equal to Column II, Step 1
of the 2021-22 Teachers Salary Schedule*

ATHLETICS, continued

<u>SPORT</u>	<u>POSITION</u>	<u>PAY</u>	<u>PERCENTAGE</u>
Baseball	Head Varsity	\$4,671	7.58
	Assistant or Lower Level	\$3,728	6.05
Badminton	Head Varsity & JV	\$3,974	6.45
	Head Varsity	\$3,728	6.05
	Assistant or Lower Level	\$3,364	5.46
Golf	Head Varsity	\$3,364	5.46
Swimming	Head Varsity & JV	\$4,135	6.71
	Head Varsity Men & Women	\$4,135	6.71
	Head Varsity	\$3,728	6.05
	Assistant or Lower Level	\$3,364	5.46
Track	Head Varsity & JV	\$5,145	8.35
	Head Varsity Men & Women	\$5,145	8.35
	Head Varsity Men	\$4,671	7.58
	Head Varsity Women	\$4,671	7.58
	Assistant or Lower Level	\$3,364	5.46
Trainers	District/Site Certified Athletic Trainer - Fall	\$4,671	7.58
	District/Site Certified Athletic Trainer - Winter	\$4,671	7.58
	District/Site Certified Athletic Trainer - Spring	\$4,671	7.58
	Trainer - Fall	\$2,107	3.42
	Trainer - Winter	\$2,107	3.42
	Trainer - Spring	\$2,107	3.42
	Assistant Trainer - Fall	\$1,380	2.24
	Assistant Trainer - Winter	\$1,380	2.24
	Assistant Trainer - Spring	\$1,380	2.24

3. CIF PLAYOFFS

Pay per week as follows:

- 10% for team and individual sports coaches
- 10% for trainers in team sports

*Percentages below shall be equal to Column II, Step 1
of the 2021-22 Teachers Salary Schedule*

- 5% for band, drill, song and cheer
- 3% for one (1) Girls and (1) Boys Athletic Director

Team Sports (10 or more participants - 2 coaches)

- Baseball
- Badminton
- Basketball
- Cross Country
- Football (allowed 4 coaches and 2 trainers)
- Golf
- Soccer
- Softball
- Swimming
- Tennis
- Volleyball
- Water Polo
- Wrestling

Individual Sports (Less than 10 participants - 1 coach)

- Badminton
- Cross Country
- Golf
- Swimming
- Tennis
- Track
- Wrestling

Extra Service Pay shall be paid at senior high school rates for 9th through 12th grade duties and at junior high school rates for 7th and 8th grade duties. If the activity/sport includes students from both the junior high and senior high level, Extra Service Pay shall be paid at the senior high school rate.

Unit members who egregiously fail to perform extra service pay assignment duties will not be paid extra service pay. Unit members who have abandoned the extra service pay assignment will be removed from the position.

**ANAHEIM UNION HIGH SCHOOL DISTRICT
LEADERSHIP POSITIONS
2021-22
SENIOR HIGH SCHOOL
TEACHERS**

*Percentages below shall be equal to Column II, Step 1
of the 2021-22 Teachers Salary Schedule*

To be paid monthly with contract pay. Duties assigned are within the scope of the school day.

EFFECTIVE JULY 1, 2021		
POSITION	PAY	PERCENTAGE
Department Chair: 1 - 5 classes	\$2,323	3.77
Department Chair: 6 - 20 classes	\$3,327	5.40
Department Chair: 21 - 50 classes	\$4,252	6.90
Department Chair: 51 - 70 classes	\$4,430	7.19
Department Chair: 71-100 classes	\$4,800	7.79
Department Chair: 101 classes or over	\$5,170	8.39
Activities Director	\$8,466	13.74
Assistant Activities Director	\$2,871	4.66
District Athletic Director	\$8,466	13.74
Athletic Director (Girls Program)	\$8,466	13.74
Athletic Director (Boys Program)	\$8,466	13.74

The following positions are part of negotiations and are defined in Articles 12, 21 and 22 of the ASTA Agreement.

POSITION	PAY
PAR Joint Committee Member	\$5,047
PAR Consulting Teacher	\$5,047
BTSA Support Provider (stipend is per PT)	\$2,526

**ANAHEIM UNION HIGH SCHOOL DISTRICT
EXTRA SERVICE PAY SCHEDULE
2021-22
JUNIOR HIGH SCHOOL
TEACHERS**

*Percentages below shall be equal to Column II, Step 1
of the 2021-22 Teachers Salary Schedule*

1. **ACTIVITIES** - To be paid in two equal semester payments, unless activity specifies it is an amount for one semester only.

<u>POSITION</u>	<u>PAY</u>	<u>PERCENTAGE</u>
Journalism	\$1,393	2.26
Accompanist	\$1,393	2.26
Jazz Band	\$1,707	2.77
Pentathlon	\$1,830	2.97
Pep Club or Dance	\$2,477	4.02
Vocal Music	\$2,477	4.02
Drama	\$2,477	4.02
Yearbook	\$2,477	4.02
Speech and Debate	\$2,477	4.02
Band	\$3,537	5.74

2. **ATHLETICS/ACTIVITIES** - To be paid at the end of the assignment.

POSITION	PAY	PERCENTAGE
Assistant Intramural Sports Coach	\$2,046	3.32
Intramural Sports Coach	\$2,767	4.49
After School Program Activities Facilitator	\$2,767	4.49

**ANAHEIM UNION HIGH SCHOOL DISTRICT
LEADERSHIP POSITIONS
2021-22
JUNIOR HIGH SCHOOL
TEACHERS**

*Percentages below shall be equal to Column II, Step 1
of the 2021-22 Teachers Salary Schedule*

To be paid monthly with contract pay. Duties assigned are within the scope of the school day.

EFFECTIVE JULY 1, 2021		
POSITION	PAY	PERCENTAGE*
Department Chair: 1 - 5 classes	\$2,323	3.77
Department Chair: 6 - 20 classes	\$3,327	5.40
Department Chair: 21 - 50 classes	\$4,252	6.90
Department Chair: 51 - 70 classes	\$4,430	7.19
Department Chair: 71-100 classes	\$4,800	7.79
Department Chair: 101 classes or over	\$5,170	8.39
Activities Director	\$4,135	6.71
District Intramural Sports Director	\$4,135	6.71
Intramural Sports Director	\$4,135	6.71

The following positions are part of negotiations and are defined in Articles 12, 21 and 22 of the ASTA Agreement.

POSITION	PAY
PAR Joint Committee Member	\$5,047
PAR Consulting Teacher	\$5,047
BTSA Support Provider (Stipend is per PT)	\$2,526

**ANAHEIM UNION HIGH SCHOOL DISTRICT
EXTRA SERVICE PAY SCHEDULE
2021-22
SENIOR HIGH SCHOOL
TEACHERS**

*Percentages below shall be equal to Column II, Step 1
of the 2021-2022 Teachers Salary Schedule*

1. **ACTIVITIES** - To be paid in two equal semester payments, unless activity specifies it is an amount for one semester only.

<u>POSITION</u>	<u>PAY</u>	<u>PERCENTAGE</u>
Jazz Band	\$1,689	2.77
Accompanist	\$1,810	2.97
Academic Decathlon (1 per school)	\$2,737	4.49
Kiwanis Bowl (1 per school)	\$2,737	4.49
Mock Trial (1 per school)	\$2,737	4.49
CTSO	\$2,737	4.49
Journalism	\$3,103	5.09
Photo Advisor	\$3,103	5.09
Yearbook	\$3,499	5.74
Assistant Band Director	\$3,499	5.74
Assistant Dance	\$3,499	5.74
Speech	\$3,688	6.05
Debate	\$3,688	6.05
Vocal	\$4,090	6.71
Speech Debate	\$4,090	6.71
Dance	\$4,090	6.71
Drama	\$4,090	6.71
Band	\$5,992	9.83
Drill Team	\$5,992	9.83
Colorguard (1 person)	\$5,992	9.83

*Percentages below shall be equal to Column II, Step 1
of the 2021-2022 Teachers Salary Schedule*

2. **ATHLETICS** - To be paid at the end of the season in one payment.

<u>SPORT</u>	<u>POSITION</u>	<u>PAY</u>	<u>PERCENTAGE</u>
Football	Head Varsity	\$5,992	9.83
	Assistant Varsity	\$3,932	6.45
	Junior Varsity	\$3,688	6.05
	Sophomore	\$3,688	6.05
	Freshman	\$3,688	6.05
	Assistant Fr/Soph	\$3,328	5.46
Cross Country	Head Varsity Men & Women	\$3,932	6.45
	Head Varsity	\$3,688	6.05
	Assistant or Lower Level	\$3,328	5.46
Volleyball	Head Varsity & JV	\$4,090	6.71
	Head Varsity	\$3,688	6.05
	Assistant or Lower Level	\$3,328	5.46
Song and Cheer	Varsity Song/Cheer (1 person)	\$5,992	9.83
	Varsity Songleader	\$2,999	4.92
	Varsity Cheerleader	\$2,999	4.92
Tennis	Head Varsity & JV	\$4,090	6.71
	Head Varsity	\$3,688	6.05
	Assistant or Lower Level	\$3,328	5.46
Water Polo	Head Varsity & JV	\$4,090	6.71
	Head Varsity	\$3,688	6.05
	Assistant or Lower Level	\$3,328	5.46
Basketball	Head Varsity	\$4,621	7.58
	Assistant or Lower Level	\$3,688	6.05
Soccer	Head Varsity & JV	\$4,090	6.71
	Assistant or Lower Level	\$3,328	5.46
Wrestling	Head Varsity Men & Women	\$5,090	8.35
	Head Varsity Men	\$4,621	7.58
	Head Varsity Women	\$4,621	7.58
	Assistant or Lower Level	\$3,688	6.05
Softball	Head Varsity	\$4,621	7.58
	Assistant or Lower Level	\$3,688	6.05

*Percentages below shall be equal to Column II, Step 1
of the 2021-22 Teachers Salary Schedule*

ATHLETICS, continued

<u>SPORT</u>	<u>POSITION</u>	<u>PAY</u>	<u>PERCENTAGE</u>
Baseball	Head Varsity	\$4,621	7.58
	Assistant or Lower Level	\$3,688	6.05
Badminton	Head Varsity & JV	\$3,932	6.45
	Head Varsity	\$3,688	6.05
	Assistant or Lower Level	\$3,328	5.46
Golf	Head Varsity	\$3,328	5.46
Swimming	Head Varsity & JV	\$4,090	6.71
	Head Varsity Men & Women	\$4,090	6.71
	Head Varsity	\$3,688	6.05
	Assistant or Lower Level	\$3,328	5.46
Track	Head Varsity & JV	\$5,090	8.35
	Head Varsity Men & Women	\$5,090	8.35
	Head Varsity Men	\$4,621	7.58
	Head Varsity Women	\$4,621	7.58
	Assistant or Lower Level	\$3,328	5.46
Trainers	District/Site Certified Athletic Trainer - Fall	\$4,621	7.58
	District/Site Certified Athletic Trainer - Winter	\$4,621	7.58
	District/Site Certified Athletic Trainer - Spring	\$4,621	7.58
	Trainer - Fall	\$2,085	3.42
	Trainer - Winter	\$2,085	3.42
	Trainer - Spring	\$2,085	3.42
	Assistant Trainer - Fall	\$1,365	2.24
	Assistant Trainer - Winter	\$1,365	2.24
	Assistant Trainer - Spring	\$1,365	2.24

3. CIF PLAYOFFS

Pay per week as follows:

- 10% for team and individual sports coaches
- 10% for trainers in team sports

*Percentages below shall be equal to Column II, Step 1
of the 2021-22 Teachers Salary Schedule*

- 5% for band, drill, song and cheer
- 3% for one (1) Girls and (1) Boys Athletic Director

Team Sports (10 or more participants - 2 coaches)

- Baseball
- Badminton
- Basketball
- Cross Country
- Football (allowed 4 coaches and 2 trainers)
- Golf
- Soccer
- Softball
- Swimming
- Tennis
- Volleyball
- Water Polo
- Wrestling

Individual Sports (Less than 10 participants - 1 coach)

- Badminton
- Cross Country
- Golf
- Swimming
- Tennis
- Track
- Wrestling

Extra Service Pay shall be paid at senior high school rates for 9th through 12th grade duties and at junior high school rates for 7th and 8th grade duties. If the activity/sport includes students from both the junior high and senior high level, Extra Service Pay shall be paid at the senior high school rate.

Unit members who egregiously fail to perform extra service pay assignment duties will not be paid extra service pay. Unit members who have abandoned the extra service pay assignment will be removed from the position.

**ANAHEIM UNION HIGH SCHOOL DISTRICT
LEADERSHIP POSITIONS
2021-22
SENIOR HIGH SCHOOL
TEACHERS**

*Percentages below shall be equal to Column II, Step 1
of the 2021-22 Teachers Salary Schedule*

To be paid monthly with contract pay. Duties assigned are within the scope of the school day.

EFFECTIVE JULY 1, 2022		
POSITION	PAY	PERCENTAGE
Department Chair: 1 - 5 classes	\$2,298	3.77
Department Chair: 6 - 20 classes	\$3,292	5.40
Department Chair: 21 - 50 classes	\$4,206	6.90
Department Chair: 51 - 70 classes	\$4,383	7.19
Department Chair: 71-100 classes	\$4,749	7.79
Department Chair: 101 classes or over	\$5,114	8.39
Activities Director	\$8,376	13.74
Assistant Activities Director	\$2,841	4.66
District Athletic Director	\$8,376	13.74
Athletic Director (Girls Program)	\$8,376	13.74
Athletic Director (Boys Program)	\$8,376	13.74

The following positions are part of negotiations and are defined in Articles 12, 21 and 22 of the ASTA Agreement.

POSITION	PAY
PAR Joint Committee Member	\$4,993
PAR Consulting Teacher	\$4,993
BTSA Support Provider (stipend is per PT)	\$2,499

**ANAHEIM UNION HIGH SCHOOL DISTRICT
EXTRA SERVICE PAY SCHEDULE
2021-22
JUNIOR HIGH SCHOOL
TEACHERS**

*Percentages below shall be equal to Column II, Step 1
of the 2021-22 Teachers Salary Schedule*

1. **ACTIVITIES** - To be paid in two equal semester payments, unless activity specifies it is an amount for one semester only.

<u>POSITION</u>	<u>PAY</u>	<u>PERCENTAGE</u>
Journalism	\$1,378	2.26
Accompanist	\$1,378	2.26
Jazz Band	\$1,689	2.77
Pentathlon	\$1,810	2.97
Pep Club or Dance	\$2,451	4.02
Vocal Music	\$2,451	4.02
Drama	\$2,451	4.02
Yearbook	\$2,451	4.02
Speech and Debate	\$2,451	4.02
Band	\$3,499	5.74

2. **ATHLETICS/ACTIVITIES** - To be paid at the end of the assignment.

POSITION	PAY	PERCENTAGE
Assistant Intramural Sports Coach	\$2,024	3.32
Intramural Sports Coach	\$2,737	4.49
After School Program Activities Facilitator	\$2,737	4.49

**ANAHEIM UNION HIGH SCHOOL DISTRICT
LEADERSHIP POSITIONS
2021-22
JUNIOR HIGH SCHOOL
TEACHERS**

*Percentages below shall be equal to Column II, Step 1
of the 2021-22 Teachers Salary Schedule*

To be paid monthly with contract pay. Duties assigned are within the scope of the school day.

EFFECTIVE JULY 1, 2022		
POSITION	PAY	PERCENTAGE*
Department Chair: 1 - 5 classes	\$2,298	3.77
Department Chair: 6 - 20 classes	\$3,292	5.40
Department Chair: 21 - 50 classes	\$4,206	6.90
Department Chair: 51 - 70 classes	\$4,383	7.19
Department Chair: 71-100 classes	\$4,749	7.79
Department Chair: 101 classes or over	\$5,114	8.39
Activities Director	\$4,090	6.71
District Intramural Sports Director	\$4,090	6.71
Intramural Sports Director	\$4,090	6.71

The following positions are part of negotiations and are defined in Articles 12, 21 and 22 of the ASTA Agreement.

POSITION	PAY
PAR Joint Committee Member	\$4,993
PAR Consulting Teacher	\$4,993
BTSA Support Provider (Stipend is per PT)	\$2,499



ANAHEIM UNION HIGH SCHOOL DISTRICT
SMARTFIND EXPRESS SUBSTITUTE SYSTEM



Classified & Certificated Employee Quick Reference

INTERNET ACCESS INSTRUCTIONS

System Phone Number: (714) 999-3516

Help Desk Phone Number: (714) 999-3550

Write your Access ID here: 64-0000- ____ or 64-000 ____ (no leading zeros)

Write your PIN here: _____

Web Browser URL: <https://anaheimuhd.eschoolsolutions.com>

SIGN IN

Open your browser and access the SmartFindExpress Sign In page. Enter your Access ID and PIN.

PIN REMINDER

The "Trouble Signing In" link supports users who want to log into the system, but have forgotten their PIN. When this link is selected, the system displays the PIN Reminder Request page. The user's Access ID and the security code being displayed must be entered on this page. **Note:** *You must be registered with the system and have a valid email address in your profile to use this option.*

PROFILE

Information

- Review profile status and address information.

Update Email

- Enter or change email address. An email address is necessary to utilize the PIN reminder function.

Change Password

- Enter your current PIN followed by a new PIN twice and click Save.

SELECT ROLE

- For multi-role employees, click on the desired icon to access another profile. No need to log out of the system and back in again!

TO CREATE AN ABSENCE

Choose the *Create an Absence* link

Important Note: *Items in Bold are required to complete an Absence.*

- **Select the Location**
- **Select the Classification**
 - Choose from the drop-down menu
- **Select the Reason for this absence from the drop-down menu.**

NOTE: *If you select a reason that requires administrator approval, the system displays a notification that the selected reason requires approval. You can continue with the job create with this reason or choose another reason. You can also provide an Approval Comment. SFE will proceed with arranging a substitute while awaiting administrator approval.*
- **Indicate if a substitute is required for this absence**
 - Choose Yes or No
- **Select Start and End Dates for your absence**
 - Enter the dates with forward slashes (MM/DD/YYYY) or use the calendar icon
- **Select Start and End Times for your absence. Default times are listed**
 - To change defaults, enter time in HH:MM am or pm format
 - Ensure that the correct time is entered. If the times for the substitute are different than the absence times, please enter the adjusted times
- Multiple Day (Recurring) Absence.
 - Your default work schedule is shown. Remove the checkmark(s) from the Work Days boxes that do not apply to this absence
 - Modify daily schedule and/or times for absence and substitute
- **FOR CERTIFICATED EMPLOYEES ONLY:** Request a particular substitute
 - Enter the substitute's access ID number or use the Search feature to find the substitute by name
 - Indicate if the requested substitute has accepted this job
 - Yes = substitute is prearranged and will not be called and offered the job
 - No = call will be placed and the substitute will be offered the job
 - Enter special instructions for the substitute to view
 - Add File Attachment(s) to the job record, if desired. Up to 3 files can be added. The attachments can be lesson plans, slides, images or other file types. Files cannot exceed the maximum per file size limit.
- **Select the Continue button**

COMPLETE! You **MUST** receive a **Job Number** for your absence to be recorded in the system and to receive a substitute.



ANAHEIM UNION HIGH SCHOOL DISTRICT
SMARTFIND EXPRESS SUBSTITUTE SYSTEM



Classified & Certificated Employee Quick Reference

INTERNET ACCESS INSTRUCTIONS

TO REVIEW/ CANCEL ABSENCE OR MODIFY SPECIAL INSTRUCTIONS

Choose the *Review Absences* link to review past, present and future absences or to cancel an absence.

Follow these steps

- Select the format for absence display: List or Calendar view.
- Search for Jobs: Enter specific date range (MM/DD/YYYY) or Calendar icon, or enter job number or leave blank to return all your absences
- Select the *Search* Button
- Select the *Job Number* link to view job details on future jobs

From the Job Details screen

- Special instructions can be updated on future jobs. Modify the special instructions and select the *Save* button
- To cancel your job, select the *Cancel Job* button
- If a substitute is assigned to your absence and you want the system to notify them of the job cancellation (by calling them), place a checkmark in the box prior to the question "Notify the Substitute of Cancellation?"
- Select *Return to List* button to return to the job listing

SIGN OUT AND WEB BROWSER INFORMATION

At any time during the session, the *Sign Out* link can be selected to end the session and disconnect from SmartFindExpress. Selecting the browser's back button or going to another site on the Internet does not disconnect the session from SmartFindExpress.

To ensure security and privacy of information, use the *Sign Out* link to disconnect from SmartFindExpress, and close the web browser when you finish with your session.

You can click the *Help* link to access Help Guides and How-to videos.

Important Note: Do NOT use the browser's BACK button to navigate to screens.

Navigation buttons are on the bottom of SmartFindExpress screens, such as the *Return to List* and *Continue* buttons.



ANAHEIM UNION HIGH SCHOOL DISTRICT
SMARTFIND EXPRESS SUBSTITUTE SYSTEM



Classified & Certificated Employee Quick Reference
TELEPHONE ACCESS INSTRUCTIONS

System Phone Number: (714) 999-3516

Help Desk Phone Number: (714) 999-3550

Write your Access ID here: 64-0000- ____ or 64-000 ____ (no leading zeros)

Write your PIN here: _____

Web Browser URL: <https://anaheimuhd.eschoolsolutions.com>

THE SYSTEM CALLS SUBSTITUTES DURING THESE TIMES:

	Today's Jobs	Future Jobs
Weekdays	Starts at 5:00 am	6:00 - 10:00 pm
Saturday	None	None
Sunday	None	6:00 - 10:00 pm
Holidays	None	6:00 - 10:00 pm

REASONS FOR ABSENCE (listed in order of voice prompt):

- | | | | |
|--------------------------|-----------------------|--------------------------|-----------------------|
| 1. PERSONAL ILLNESS | 15. VACANCY | 20. ADMINISTRATIVE LEAVE | 3. NON-DUTY DAY |
| 10. PERSONAL WITHOUT PAY | 16. FAMILY LEAVE | 21. LTS-VACANCY | 4. PERSONAL NECESSITY |
| 11. SUBPOENA | 17. GROWTH | 22. LTS-PERSONAL LEAVE | 7. WORKER'S COMP |
| 12. MILITARY LEAVE | 18. TRAGEDY LEAVE | 23. LTS-MILITARY LEAVE | 8. BEREAVEMENT |
| 13. SABBATICAL | 19. CHILD/PRNT/SPOUSE | 24. UNION BUSINESS | 9. JURY DUTY |
| 14. *VACATION | 2. EXCUSED | 25. FURLOUGH DAY | |

Before any features are available, you must register with the system and create a PIN. The Access ID and PIN are used for all interactions with the system.

REGISTRATION

1. Enter your **Access ID** followed by the star (*) key.
2. Enter your **Access ID** again when it asks for your PIN followed by the star (*) key.
3. Record your name followed by the star (*) key.
4. Hear your work schedule. If this information is incorrect, complete the registration and then contact your Help Desk to correct.
5. You will be asked to select a new PIN. Enter a PIN at least six (6) digits in length followed by the star (*) key.

TELEPHONE ACCESS INSTRUCTIONS

1. Enter your **Access ID** followed by the star (*) key
2. Enter your **PIN** followed by the star (*) key

MENU OPTIONS

- 1 – Create an Absence
- 2 – Review, Cancel Absence or Modify Special Instructions
- 3 – Review Work Locations and Job Descriptions
- 4 – Change PIN, Re-record Name
- 9 – Exit and hang-up

TO CREATE AN ABSENCE

1. Enter dates for the absence
PRESS 1 if the Absence is only for today
PRESS 2 if the Absence is only for tomorrow
PRESS 3 to Enter the dates and times for the absence
2. If you pressed 3 to Enter Dates and time
Enter Start Date
PRESS 1 to Accept the date offered
PRESS 2 to Enter start date (MMDD)



ANAHEIM UNION HIGH SCHOOL DISTRICT
SMARTFIND EXPRESS SUBSTITUTE SYSTEM



Classified & Certificated Employee Quick Reference
TELEPHONE ACCESS INSTRUCTIONS

3. Enter the reason from above followed by the star (*) key or wait for a list of reasons

FOR CERTIFICATED EMPLOYEES:	FOR CLASSIFIED EMPLOYEES:
4. Record Special Instructions PRESS 1 to Record special instructions. Press the star (*) key when done PRESS 2 to Bypass this step	4. Complete Absence PRESS 1 to Receive the job number <i>Record the Job Number. The Job Number is your confirmation.</i>
5. Is a Substitute Required? PRESS 1 if a substitute is required PRESS 2 if a substitute is not required	
6. If you pressed 1 , a substitute is required	
7. If you pressed 1 , a substitute is required PRESS 1 to Request a particular substitute Enter the substitute access ID, followed by the star (*) key PRESS 1 to Accept requested substitute PRESS 1 if the Substitute should be called PRESS 2 if the Substitute has already agreed to work and does not need to be called PRESS 2 to Bypass requesting a substitute	
8. Complete Absence PRESS 1 to Receive the job number <i>Record the Job Number. The Job Number is your confirmation.</i>	

TO REVIEW/CANCEL ABSENCE OR MODIFY SPECIAL INSTRUCTIONS

Hear the job information

PRESS 1 to Hear absence information again

PRESS 2 to Modify special instructions

PRESS 3 to Cancel the absence

If you **pressed 3** to Cancel the job

PRESS 1 to Confirm the cancellation request

If a substitute is assigned to the absence

PRESS 1 for the System to call the assigned substitute

PRESS 2 to Not have the system call the substitute

Once you confirm a request to cancel the job, you **MUST** wait for the system to say *"Job Number has been cancelled."*

TO CHANGE PIN or RE-RECORD NAME

PRESS 1 to Change your PIN

PRESS 2 to Change the recording of your name

ANAHEIM UNION HIGH SCHOOL DISTRICT EVALUATION WORKSHEET

☐ **Tier One**

☐ **Tier Two**

☐ **PAR Referred**

This Evaluation Worksheet will be used to document the evaluation process. A copy will be attached to the Final Evaluation.

Timeline

Meeting	Date	Administrator Signature	Evaluatee Signature
Preliminary Evaluation Conference – (Prior to the end of the 17th workday)			
Scheduled Observation: (By mutual agreement)			
Pre-Observation Conference (5 days prior to observation) <input type="checkbox"/> Reflective Questions provided			
Formal Observation: <input type="checkbox"/> Lesson overview provided <input type="checkbox"/> Seating chart provided <input type="checkbox"/> Handout(s)/texts(s)			
Post-Observation Conference (within 10 days of observation)			
Additional Observations (If required or if completed)			
Scheduled Observation: (By mutual agreement)			
Pre-Observation Conference (5 days prior to observation) <input type="checkbox"/> Reflective Questions provided			
Formal Observation: <input type="checkbox"/> Lesson overview provided <input type="checkbox"/> Seating chart provided <input type="checkbox"/> Handout(s)/texts(s)			
Post-Observation Conference (within 10 days of observation)			
Final Evaluation			
Final Evaluation: (Completed between beginning of 4 th quarter and no later than 30 days prior end of school year)			

TEACHER EVALUATION PRELIMINARY CONFERENCE

Mission Statement. The District and the Association agree that an effective evaluation system recognizes the complexities involved in teaching and student learning, while focusing on continuous improvement of teaching practice. Administrators and teachers must work together to build a collaborative and trusting environment to achieve that goal. While formal evaluation occurs every two to five years, it should not be considered an isolated event without connection to continuous teacher growth and reflection.

Please mark the evaluation process which will be taking place during this school year.

☐ **TIER ONE TEACHER EVALUATION**

A Tier One Teacher is a unit member who has between one and ten years of service in the Anaheim Union High School District. Tier One evaluations are done through the formal observation process. The frequency of evaluation shall take place as follows: (1) Temporary and probationary teachers must be evaluated annually; and (2) Tier One unit members with permanent status shall be evaluated every other year.

☐ **TIER TWO TEACHER EVALUATION**

A Tier Two Teacher is a tenured teacher who has ten years teaching experience in the Anaheim Union High School District, meets federal compliance requirements, and has received satisfactory evaluations for a minimum of the last two evaluations. Tier Two Teachers are evaluated every five years. A Tier Two teacher may select to be evaluated using the Project and Reflective Essay or the Tier One Evaluation Process (formal observation).

☐ **Option 1: Project and Reflective Essay**

The project shall be mutually agreed upon by evaluatee and evaluator and shall be aligned with the CSTP Goals and Objectives. The requirements of the Project and Reflective Essay are outlined in the Appendix E.

☐ **Option 2: Tier One Evaluation Process**

The evaluation shall include the CSTP goals and objectives. Both parties have discussed the meaning and scope of these goals and objectives at the Preliminary Evaluation Conference.

☐ **PAR REFERRED TEACHER EVALUATION**

An Improving Teacher is a teacher who has received an unsatisfactory evaluation in the previous year based on the Tier One formal observation evaluation process.

RECEIPT AND UNDERSTANDING OF EVALUATION PROCEDURES

I had my Preliminary Evaluation Conference in which I selected my evaluation option and have discussed the CSTP goals and objectives with the administrator conducting the evaluation. I have a clear understand of the evaluation process and the criteria on which I will be evaluated.

_____ Date	_____ Name of Evaluatee	_____ Evaluatee's Signature
_____ Date	_____ Name of Evaluator	_____ Evaluator's Signature

TEACHER EVALUATION PRELIMINARY CONFERENCE

The California Standards for the Teaching Profession (CSTP) Goals and Objectives descriptions is a comprehensive and exhaustive list which will be utilized in the evaluation process. The 5Cs (collaboration, communication, creativity, critical thinking, and compassion/character) are embedded in the CSTPs.

1. Engaging and Supporting Students in Learning

Teachers learn about their students' interests in order to better engage them in the learning process. They connect subject matter to students' prior knowledge, backgrounds, and life experiences, as well as meaningful, real-life situations. Teachers will use a variety of instructional strategies, resources and technologies to meet the diverse learning needs of students. In addition, teachers will promote critical-thinking skills through the use of inquiry, problem-solving, reflection, and utilize frequent formative assessments to guide their instruction.

2. Creating and Maintaining Effective Environments for Student Learning

Teachers promote social development and responsibility within a caring community where students are treated fairly and respectfully. They create physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students. They establish and maintain learning environments that are physically, intellectually, and emotionally safe. Teachers create a rigorous learning environment with high expectations and appropriate support for students. Teachers develop, communicate, and maintain high standards for individual and group behavior. They employ classroom routines, procedures, norms, and supports for positive behavior to foster a climate in which students can learn. In addition, teachers use instructional time to optimize learning.

3. Understanding and Organizing Subject Matter for Student Learning

Teachers exhibit an in-depth working knowledge of their subject matter, academic content standards, and curriculum frameworks. They apply knowledge of student development and proficiencies to assist students in the understanding of content. They organize curriculum to facilitate students' understanding of the subject matter. Teachers utilize instructional strategies that are appropriate to the subject matter. They use and adapt resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to students. They address the needs of English learners and students with special needs to provide universal access to the content.

4. Planning Instruction and Designing Learning Experiences for Students

Teachers use knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction. They establish and articulate goals for student learning. They develop and sequence long-term and short-term instructional plans to support student learning. Teachers plan instruction that incorporates appropriate strategies to meet the diverse learning needs of students. They modify and adapt instructional plans to meet the assessed learning needs of students.

TEACHER EVALUATION PRELIMINARY CONFERENCE

5. Assessing Students for Learning

Teachers apply knowledge of the purpose, characteristics, and use of different forms of assessment. They collect and analyze assessment data from a variety of sources and use that data to inform instruction. They review data, both individually and with colleagues to monitor student learning. Teachers use assessment data to establish learning goals and to plan, differentiate, and modify instruction. They involve students in self-assessment, goal setting, and monitoring their learning progress. Teachers use available technologies to assist in assessment, analysis, and communication of student learning. They use assessment information to share timely and comprehensible feedback with students and their families.

6. Developing as a Professional Educator

Teachers reflect on their teaching practice to support student learning. They establish professional goals and engage in continuous and purposeful professional growth and development. They collaborate with colleagues and engage in the broader professional community to support teacher and student learning. Teachers learn about and work with families to support student learning. They engage local communities in support of the instructional program. They manage professional responsibilities to maintain motivation and commitment to students. Teachers demonstrate professional responsibility, integrity, and ethical conduct.

The District and the Association agree that the evaluator may not observe all (or even a majority of) the descriptors of the six goals and objectives listed above in an observation session.

REFLECTIVE QUESTIONS FOR POST-OBSERVATION CONFERENCE

(to be distributed prior to the formal observation)

The District and the Association agree that an effective evaluation system recognizes the complexities involved in teaching and student learning, while focusing on continuous improvement of teaching practice. Administrators and teachers must work together to build a collaborative and trusting environment to achieve that goal. While formal evaluation occurs every two to five years, it should not be considered an isolated event without connection to continuous teacher growth and reflection.

The Evaluatee shall supply the Evaluator with the following information for the observation period:

- lesson overview (including planned activities and outcomes)
- seating chart
- copies of any handouts/texts that will be utilized during the lesson

Reflective Questions for Guided Conversation:

Please reflect upon the following questions. The evaluator and evaluatee may discuss some or all of the following questions at the post-observation conference:

How do I engage students in learning?

How do I create a learning environment that is conducive to learning?

How do I analyze my teaching to understand what contributes to student learning?

How am I sure that my students have mastered the learning objective for the lesson?

How do I assess student learning?

What intervention strategies do I use with struggling students?

What activities contribute to my professional growth?

INFORMAL OBSERVATION FORM

☐ **Tier One**

☐ **Tier Two**

☐ **PAR Referred**

This form shall be used by the evaluator upon completion of any formal observation. The contents of this form shall be shared by the evaluator with the teacher and be attached the final evaluation. The District and the Association recognize that during observation(s) the evaluator may not observe all (or even a majority of) the CSTP descriptors identified in Article 12.3.

Evaluatee: _____

School or Work Location: _____

Assignment: _____

Evaluator: _____

Date of Observation: _____

Time in _____ Time out _____

SUMMARY OF LESSON

CSTP EVIDENCE

OBSERVED SUCCESS(ES)/STRENGTH(S):

AREA(S) FOR PROFESSIONAL GROWTH (include resources if applicable):

AREA(S) OF UNSATISFACTORY PERFORMANCE THAT MUST BE ADDRESSED:

PROFESSIONAL RESOURCES TO ADDRESS AREA(S) OF UNSATISFACTORY PERFORMANCE:

INFORMAL OBSERVATION FORM

☐ Tier One

☐ Tier Two

☐ PAR Referred

EVALUATEE'S PERFORMANCE TO DATE IS:

_____ MEETING STANDARDS
_____ APPROACHING STANDARDS
_____ UNSATISFACTORY

Evaluatee's signature indicates acknowledgment of receipt of observation form and does not necessarily indicate agreement.

Evaluatee's Signature

Date

Evaluator's Signature

Date

Please be advised that this document and its attachments will be placed in your personnel file.

For Rebuttal Only:

Rebuttal Attached ☐ Yes ☐ No

A rebuttal must be submitted within 5 days of receipt of observation/final evaluation report.

Evaluatee's Signature

Date

Evaluator's Signature

Date

If a rebuttal is submitted by the evaluatee, a follow-up conference must take place within 5 days of the evaluator's receipt of rebuttal.

Date of Follow-Up Conference: _____

Attachments:

--

INFORMAL OBSERVATION FORM

☐ **Tier One**

☐ **Tier Two**

☐ **PAR Referred**

This form shall be used by the evaluator upon completion of any formal observation. The contents of this form shall be shared by the evaluator with the teacher and be attached the final evaluation. The District and the Association recognize that during observation(s) (formal or informal) the evaluator may not observe all (or even a majority of) the CSTP descriptors identified in Article 12.3.

Evaluatee: _____ School or Work Location: _____

Assignment: _____ Evaluator: _____

Date of Observation: _____ Period: _____

For Formal Observations teachers will supply the evaluator with the following information to be included as attachments to this document:

- ☐ lesson overview (including planned activities and outcomes)
- ☐ seating chart
- ☐ copies of any handouts/texts that will be utilized during the lesson

SUMMARY OF LESSON:

1. Engaging and Supporting Students in Learning

- 1.1 Using knowledge of students to engage them in learning
- 1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests.
- 1.3 Connecting subject matter to meaningful, real-life contexts
- 1.4 Using a variety of instructional strategies, resources and technologies to meet students' diverse learning needs
- 1.5 Promoting critical thinking through inquiry, problem solving, and reflection
- 1.6 Monitoring student learning and adjusting instruction while teaching

2. Creating and Maintaining Effective Environments for Student Learning

- 2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully
- 2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students
- 2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe
- 2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students
- 2.5 Developing, communicating, and maintaining high standards for individual and group behavior
- 2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn
- 2.7 Using instructional time to optimize learning

INFORMAL OBSERVATION FORM

☐ **Tier One**

☐ **Tier Two**

☐ **PAR Referred**

3. Understanding and Organizing Subject Matter for Student Learning

- 3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks
- 3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter
- 3.3 Organizing curriculum to facilitate student understanding of the subject matter
- 3.4 Utilizing instructional strategies that are appropriate to the subject matter
- 3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students
- 3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content

4. Planning Instruction and Designing Learning Experiences for Students

- 4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction
- 4.2 Establishing and articulating goals for student learning
- 4.3 Developing and sequencing long-term and short-term instructional plans to support student learning
- 4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students
- 4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students

5. Assessing Students for Learning

- 5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments
- 5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction
- 5.3 Reviewing data, both individually and with colleagues, to monitor student learning
- 5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction
- 5.5 Involving all students in self-assessment, goal setting, and monitoring progress
- 5.6 Using available technologies to assist in assessment, analysis, and communication of student learning
- 5.7 Using assessment information to share timely and comprehensible feedback with students and their families

6. Developing as a Professional Educator

- 6.1 Reflecting on teaching practice in support of student learning
- 6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development
- 6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning
- 6.4 Working with families to support student learning
- 6.5 Engaging local communities in support of the instructional program
- 6.6 Managing professional responsibilities to maintain motivation and commitment to all students
- 6.7 Demonstrating professional responsibility, integrity, and ethical conduct

FORMAL OBSERVATION FORM

☐ Tier One

☐ Tier Two

☐ PAR Referred

OBSERVED SUCCESS(ES)/STRENGTH(S):

AREA(S) FOR PROFESSIONAL GROWTH (include resources if applicable):

AREA(S) OF UNSATISFACTORY PERFORMANCE THAT MUST BE ADDRESSED:

PROFESSIONAL RESOURCES TO ADDRESS AREA(S) OF UNSATISFACTORY PERFORMANCE:

EVALUATEE'S PERFORMANCE TO DATE IS:

_____ MEETING STANDARDS

_____ APPROACHING STANDARDS

_____ UNSATISFACTORY

Evaluatee's signature indicates acknowledgment of receipt of observation form and does not necessarily indicate agreement.

Evaluatee's Signature

Date

Evaluator's Signature

Date

Please be advised that this document and its attachments will be placed in your personnel file.

For Rebuttal Only:

Rebuttal Attached ☐ Yes ☐ No

A rebuttal must be submitted within 5 days of receipt of observation/final evaluation report.

Evaluatee's Signature

Date

Evaluator's Signature

Date

If a rebuttal is submitted by the evaluatee, a follow-up conference must take place within 5 days of the evaluator's receipt of rebuttal.

Date of Follow-Up Conference: _____

Attachments:

- ☐ Lesson Overview
☐ Seating Chart
☐ Handouts

FORMAL EVALUATION SUMMARY

☐ **Tier One**

☐ **Tier Two**

☐ **PAR Referred**

Mission Statement. The District and the Association agree that an effective evaluation system recognizes the complexities involved in teaching and student learning, while focusing on continuous improvement of teaching practice. Administrators and teachers must work together to build a collaborative and trusting environment to achieve that goal. While formal evaluation occurs every two to five years, it should not be considered an isolated event without connection to continuous teacher growth and reflection.

This form shall be used by the evaluator upon completion of the formal observation process. The contents of this form shall be shared by the evaluator with the teacher.

Evaluatee: _____ School or Work Location: _____

Assignment: _____ Evaluator: _____

Date of Final Evaluation Meeting: _____

FORMAL EVALUATION SUMMARY

THIS FINAL FORMAL EVALUATION:

_____ MEETING STANDARDS

_____ APPROACHING STANDARDS (Teacher will be evaluated the following school year)

_____ UNSATISFACTORY (Teacher referred to PAR and Remediation Plan Required)

Evaluatee's signature indicates acknowledgment of receipt of observation form and does not necessarily indicate agreement.

Evaluatee's Signature

Date

Evaluator's Signature

Date

Please be advised that this document and its attachments will be placed in your personnel file.

FORMAL EVALUATION SUMMARY

☐ Tier One

☐ Tier Two

☐ PAR Referred

For Rebuttal Only:

Rebuttal Attached ☐ Yes ☐ No

A rebuttal must be submitted within 5 days of receipt of observation/final evaluation report.

Evaluatee's Signature

Date

Evaluator's Signature

Date

If a rebuttal is submitted by the evaluatee, a follow-up conference must take place within 5 days of the evaluator's receipt of rebuttal.

Date of Follow-Up Conference: _____

Attachments:

- ☐ Evaluation Worksheet
- ☐ Preliminary Conference Form
- ☐ Formal and Informal Observations
- ☐ Other Documents

**ANAHEIM UNION HIGH SCHOOL DISTRICT
TEACHER EVALUATION PROCEDURES**

EVALUATION WORKSHEET – PROJECT AND REFLECTIVE ESSAY

Mission Statement: The District and the Association agree that an effective evaluation system recognizes the complexities involved in teaching and student learning, while focusing on continuous improvement of teaching practice. Administrators and teachers must work together to build a collaborative and trusting environment to achieve that goal. While formal evaluation occurs every two to five years, it should not be considered an isolated event without connection to continuous teacher growth and reflection.

CSTP Goals and Objectives (See Agreement Article 12 for complete description)

1. Engaging and Supporting Students in Learning
2. Creating and Maintaining Effective Environments for Student Learning
3. Understanding and Organizing Subject Matter for Student Learning
4. Planning Instruction and Designing Learning Experiences for Students
5. Assessing Students for Learning
6. Developing as a Professional Educator

1. Preliminary Evaluation Conference: Prior to the end of the 17th workday
Held on: _____

2. Pre-Project Development Conference held – Evaluatee will receive the Project Development Form

_____ Evaluatee's Signature	_____ Date Held	_____ Evaluator's Signature	_____ Date Held
--------------------------------	--------------------	--------------------------------	--------------------

3. Project Agreed Upon: (prior to the end of First Quarter)

_____ Evaluatee's Signature	_____ Date	_____ Evaluator's Signature	_____ Date
--------------------------------	---------------	--------------------------------	---------------

4. Project Submitted: (prior to the end of the Third Quarter)

_____ Evaluatee's Signature	_____ Date	_____ Evaluator's Signature	_____ Date
--------------------------------	---------------	--------------------------------	---------------

5. Essay Submitted: (prior to the end of the Third Quarter)

_____ Evaluatee's Signature	_____ Date	_____ Evaluator's Signature	_____ Date
--------------------------------	---------------	--------------------------------	---------------

6. Final Evaluation (must be completed between the beginning of the Fourth Quarter and no later than 30 calendardays prior to the end of the school year)

ANAHEIM UNION HIGH SCHOOL DISTRICT

Evaluatee Support Log

Name of Evaluatee:

School/Work Location:

Meeting Date	Meeting Participants (in addition to Evaluatee)	Meeting Topic(s) (cite CSTPs referenced)	Teacher Reflection/Plan for Use of Strategies

This form shall be completed by the Evaluatee.

ANAHEIM UNION HIGH SCHOOL DISTRICT

Instructional Remediation Plan

Evaluatee _____	School/Work Location _____
Assignment _____	Evaluator _____
Date of Unsatisfactory/Approaching Standards Final Evaluation _____	

Major area(s) of Concern, w/identified CSTPs, that must be addressed (List top 3 areas):

Support/Guidance recommended to address the concerns on the evaluation:

Resources and personnel to assist the unit member:

This form shall be completed by the evaluating administrator, with the input of the Unit Member, after having received a Tier I or Tier II Unsatisfactory or Approaching Standards evaluation.

Unit Member's Signature

Date

Evaluator's Signature

Date

MEMORANDUM OF UNDERSTANDING
BETWEEN
ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)
AND
ANAHEIM SECONDARY TEACHERS ASSOCIATION (ASTA)

WORKDAY START TIME

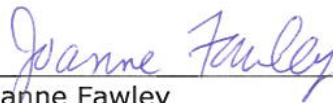
The Anaheim Secondary Teachers Association (Association) and the Anaheim Union High School District (District) agree that when a site modifies the students' normal instructional day to an earlier start time with the purpose of using the accrued minutes to provide for staff development time, that bargaining unit members' work day start time will remain at the time that existed prior to the change in the students' start day.

For example, if the old bell schedule had the students starting at 8:00am, the teachers' workday began at 7:30am. If the new bell schedule has the students starting at 7:50am, then the teachers' workday still begins at 7:30am.

This agreement is dated: June 23, 2011



Russell Lee-Sung
Assistant Superintendent
Human Resources



Joanne Fawley
President
ASTA

MEMORANDUM OF UNDERSTANDING
BETWEEN
ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)
AND
ANAHEIM SECONDARY TEACHERS ASSOCIATION (ASTA)

INDEPENDENT LEARNING CENTER

The Anaheim Secondary Teachers Association (Association) and the Anaheim Union High School District (District) agree that the Independent Learning Center's program has unique staff needs. Therefore, the Independent Learning Center will be staffed through a process rather than a transfer.

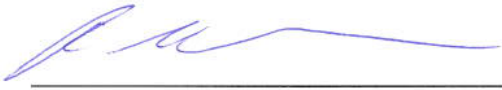
The workday at the Independent Learning Center may consist of flexible hours into the early evening. Nights and weekends are excluded from the workday hours for bargaining unit members assigned to the independent Learning Center. The overall workday hours in a typical week will approximate those commonly found at the other sites.

If bargaining unit members are assigned to work in the summer, they will receive their per diem pay and benefits for the additional work year hours.


If a bargaining unit member at the Independent Learning Center is working without a conference period, section 14.8 of the contract applies.

Section 10.6 regarding the lunch period applies to bargaining unit members at the Independent Learning Center.

This agreement is dated: March 24, 2011



Russell Lee-Sung
Assistant Superintendent
Human Resources



Joanne Fawley
President
ASTA

GRIEVANCE FORM

ANAHEIM UNION HIGH SCHOOL DISTRICT – ASTA Bargaining Unit

Date:

Grievant(s):

School/Office:

(If additional space is needed at any point, please attach additional sheets.)

Specify contract article and section allegedly misinterpreted or improperly applied:

Statement of nature of grievance and summary of specific events which led up to the grievance:

Remedy requested:

Date _____ Grievant's Signature _____

Pre-Discussion (if any) Date: _____

STEP 1 PRINCIPAL/SUPERVISOR Date of Step 1: _____

____ Grievance Sustained ____ Grievance Conditionally Sustained ____ Grievance Denied ____ Grievance Denied in part

STEP 2 SUBMISSION TO ADMINISTRATIVE REPRESENTATIVE of the BOARD

(within 20 days from the date of the occurrence or when reasonably known)

Date of submission _____ Grievant's Signature _____

Date of Step 2 hearing _____ (within five days after the filing of the grievance)

____ Grievance Sustained ____ Grievance Conditionally Sustained ____ Grievance Denied ____ Grievance Denied in part

Date _____ (within five days after the Step 2 hearing)

Administrative Representative of the Board Signature _____

GRIEVANCE FORM

ANAHEIM UNION HIGH SCHOOL DISTRICT – ASTA Bargaining Unit

STEP 3 APPEAL TO THE SUPERINTENDENT

(within five days after the termination of Step 2)

Date of submission _____ Grievant's Signature _____

Statement of Reason for Appeal:

Date of Step 3 hearing _____ (within ten days after the receipt of the appeal)

____ Grievance Sustained ____ Grievance Conditionally Sustained ____ Grievance Denied ____ Grievance Denied in part

Date _____ (within five days after the Step 3 hearing)

Superintendent's Signature _____

Appeal to ARBITRATION

Date _____ Grievant's Signature _____

ARBITRATION

Date of submission to Arbitration _____ Date of hearing _____

____ Grievance Sustained ____ Grievance Conditionally Sustained ____ Grievance Denied ____ Grievance Denied in part

FINAL DISTRIBUTION: Copies to: Superintendent, Grievant, Respondent, ASTA
Revised 2-2012

MEMORANDUM OF UNDERSTANDING
BETWEEN
ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)
AND
ANAHEIM SECONDARY TEACHERS ASSOCIATION (ASTA)

INSTRUCTIONAL PERIODS AT TRADITIONAL AND SPECIALIZED SITES/PROGRAMS

The Anaheim Secondary Teachers Association (ASTA) and the Anaheim Union High School District (AUHSD) agree there are currently specialized programs and school sites that serve unique student needs such as Polaris (Independent Studies), Gilbert High School (Continuation), Hope School, Oxford Academy, Community Day School and the Independent Learning Center. It is also agreed there may be other innovative specialized programs that will serve students in the future. It is recognized that unique structures and schedules may be developed to accommodate the needs of these programs and may be different than traditional comprehensive high schools and junior high schools.

Therefore it is agreed and clarified that:

Traditional comprehensive high schools have a six (6) instructional period structure. Teachers in this setting are assigned to teach five (5) instructional periods with one (1) conference period.

- Traditional comprehensive junior high schools have a seven (7) instructional period structure. Teachers in this setting are assigned to teach six (6) instructional periods with one (1) conference period.
- Structures that increase or reduce the number of instructional periods at traditional comprehensive high schools and junior high schools will require an ASTA waiver or a negotiated agreement through contract language or MOU.
- Advisory, SSR, cluster or other non-instructional periods are not counted as instructional periods listed above.

It is further agreed that:

- Non-traditional/non-comprehensive schools that meet the specialized needs of students may have a structure with more or less instructional periods compared to the traditional comprehensive structure listed above.
- These non-traditional structures at non-traditional sites are not a violation of the contract and therefore do not require an ASTA waiver vote as long as other provisions of the contract are followed.
- If a staff member is involuntarily transferred to or currently works at a specialized site with a non-traditional structure prefers to be assigned to a comprehensive school site, he/she may request a transfer. Requests are subject to availability and must be compliant with proper credential authorization.

It is also agreed that:

- All other provisions of the ASTA/AUHSD contract apply to unit members at both the traditional comprehensive and specialized sites and programs unless otherwise specified in the contract.
- Article 14.8 applies only to unit members who teach an additional instructional period in lieu of their assigned conference period.
- If it becomes necessary to waive contract language the following must occur prior to an ASTA vote is held:
 - The Assistant Superintendent of Human Resources and ASTA President will agree in writing the exact contract language to be waived. This information will be shared with the unit members at the site and included on the voting ballot.
 - The District representative and ASTA representative will attend an informational meeting at the school site to clarify and discuss the potential impact of the contract language waiver.

This MOU agreement is effective June 12, 2013 and resolves any present or past dispute.



Russell Lee-Sung
Assistant Superintendent
Human Resources



Joanne Fawley
President
ASTA

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

and the

Anaheim Secondary Teachers Association (ASTA)

Health and Welfare Program Change Effective January 1, 2021

The Anaheim Union High School District (AUHSD) and the Anaheim Secondary Teachers Association (ASTA) agree to the following changes in the health and welfare program that were recommended by the Insurance Committee on September 16, 2020. The following changes will be effective beginning January 1, 2021:

The blended super composite rate will remain at \$15,959 for the 2021 plan year. For the 2021 plan year only, the projected increase to Health and Welfare costs from plan year 2020 to plan year 2021 will be paid using the ending fund balance in the Health and Welfare fund.

This MOU has no effect on any other portion of the District's benefit plan.

This MOU is dated: September 30, 2020



Brad Jackson (Oct 1, 2020 08:58 PDT)

Brad Jackson
Assistant Superintendent
Human Resources



Grant Schuster (Oct 1, 2020 08:58 PDT)

Grant Schuster
President
Anaheim Secondary Teachers Association

MEMORANDUM OF UNDERSTANDING

Between the
Anaheim Union High School District (AUHSD)
and the
Anaheim Secondary Teachers Association (ASTA)

Health and Welfare Program Change Effective January 1, 2022

The Anaheim Union High School District (AUHSD) and the Anaheim Secondary Teachers Association (ASTA) agree to the following changes in the health and welfare program that were recommended by the AUHSD Insurance Committee. The following changes will be effective beginning January 1, 2022:

Medical Insurance

EPO

- Add Cochlear Implants
- Add travel and lodging benefit for transplant surgery, when the hospital is 75 miles or more from the place of residence, provided the expenses are authorized in advance

PPO

- Add Cochlear Implants
- Eliminate physician supervised Weight Loss Programs at a medical facility for Employees Only and capped at a Lifetime Maximum of \$1,000 (covered weight loss services will continue outside of this specific program)
- Add genetic testing covered under laboratory tests (comparable to coverage provided under the EPO plan)
- Add travel and lodging benefit for transplant surgery, when the hospital is 75 miles or more from the place of residence, provided the expenses are authorized in advance

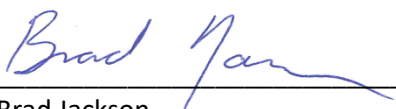
Prescription Coverage through Express Scripts, Inc.

- Implement Advanced Utilization Management with Advantage Plus Program (Step Therapy remains in the program)
- Implement Screen Rx to identify and conduct outreach with patients that are nonadherent to their medications
- Implement Member Pays the Difference to promote the use of lower cost medications (members pay the difference when choosing a brand name drug over a generic equivalent, Dispense as Written 1 prescriptions still honored)
- Implement Livongo Hypertension so patients receive free blood pressure monitor, coaching and access to digital programs
- Implement Safeguard Rx Neurological Care Value Program to assist members with epilepsy and migraines

The current maximum District contribution to the blended super composite rate is \$16,244. For calendar year 2022, the maximum District contribution to the blended super composite rate will be \$16,244.

This MOU has no effect on any other portion of the District's benefit plan.

This MOU is dated: November 3, 2021



Brad Jackson
Assistant Superintendent
Human Resources



Grant Schuster
President
Anaheim Secondary Teachers Association

MEMORANDUM OF UNDERSTANDING

BETWEEN

ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)

AND

ANAHEIM SECONDARY TEACHERS ASSOCIATION (ASTA)

Peer Assistance & Review – Article 22

The Anaheim Secondary Teachers Association (Association) and the Anaheim Union High School District (District) agree to form a joint work group to recommend:

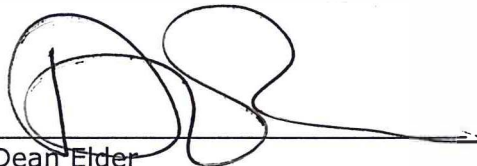
- Updated procedures and practices to support teachers participating in the PAR process.
- Contract language that reflect the procedures and practices to be followed regarding the PAR process.

The joint work group shall also serve to provide input regarding the implementation of such practices. This work group shall be formed prior to October 1, 2017, and report its recommendations no later than June 1, 2018. The Assistant Superintendent of Human Resources and the Association President shall meet to determine the size and composition of the work group, to which the parties shall appoint their respective representatives. Release time or the certificated hourly rate of pay shall be provided to Association representatives in recognition of service provided on work group meeting days. The recommendations from this work group shall become the starting point for negotiations on the issue during the next round of collective bargaining.

This agreement is dated: June 15, 2017



Brad Jackson
Assistant Superintendent
Human Resources



Dean Elder
President
ASTA

MEMORANDUM OF UNDERSTANDING

BETWEEN

ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)

AND

ANAHEIM SECONDARY TEACHERS ASSOCIATION (ASTA)

Student Discipline – Article 13.6

The Anaheim Secondary Teachers Association (Association) and the Anaheim Union High School District (District) agree to form a joint work group to recommend:

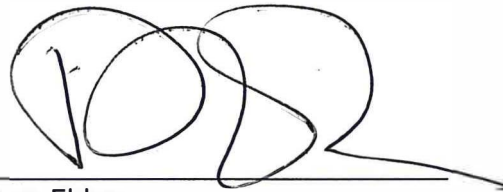
- Support systems that assist teachers in learning and effectively implementing Multiple Tiered Systems of Support (MTSS), Positive Behavioral Intervention Systems (PIS) and Restorative Practices.
- Contract language that incorporates MTSS, PBIS and Restorative Practices.

The joint work group shall also serve to provide input regarding the implementation of such practices and support systems. This work group shall be formed prior to October 1, 2017, and report its recommendations no later than June 1, 2018. The Assistant Superintendent of Human Resources and the Association President shall meet to determine the size and composition of the work group, to which the parties shall appoint their respective representatives. Release time or the certificated hourly rate of pay shall be provided to Association representatives in recognition of service provided on work group meeting days. The recommendations from this work group shall become the starting point for negotiations on the issue during the next round of collective bargaining.

This agreement is dated: June 15, 2017



Brad Jackson
Assistant Superintendent
Human Resources



Dean Elder
President
ASTA

MEMORANDUM OF UNDERSTANDING
BETWEEN
ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)
AND
ANAHEIM SECONDARY TEACHERS ASSOCIATION (ASTA)

Department Supplies

The Anaheim Secondary Teachers Association (Association) and the Anaheim Union High School District (District) agree for the 2015-2016 school year only, each department designated by the Departments indicated in Article 14.2.3 shall receive \$500 per year for supplies related to classroom teaching.

This agreement is dated: January 11, 2016



Brad Jackson
Assistant Superintendent
Human Resources



Dean Elder
President
ASTA

MEMORANDUM OF UNDERSTANDING

BETWEEN

ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)

AND

ANAHEIM SECONDARY TEACHERS ASSOCIATION (ASTA)

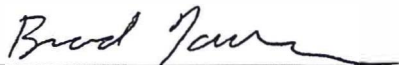
Special Education Taskforce for Caseload Management

The Anaheim Secondary Teachers Association (Association) and the Anaheim Union High School District (District) agree that properly managing special education teacher caseloads presents unique challenges. The parties agree to form a joint work group to assess the District's current models of service delivery in inclusive settings and to make any recommended changes to that model.

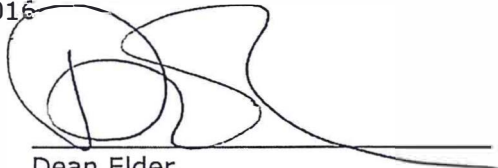
This work group shall be formed prior to February 1, 2016, and report its recommendations by no later than May 1, 2016. The Assistant Superintendent of Human Resources and the Association President shall meet to determine the size and composition of the work group, to which the parties shall appoint their respective representatives. The work group shall include representatives from the following positions: special and general education teachers, psychologists, speech and language pathologists, counselors, and program specialists. Release time or the certificated hourly rate of pay shall be provided to Association representatives in recognition of service provided on work group meeting days.

The recommendations from this work group shall become the starting point for negotiations on the issue during the next round of collective bargaining.

This agreement is dated: January 11, 2016



Brad Jackson
Assistant Superintendent
Human Resources



Dean Elder
President
ASTA

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)

AND

ANAHEIM SECONDARY TEACHERS ASSOCIATION (ASTA)

Beginning Teachers Support and Assessment Program – Article 21

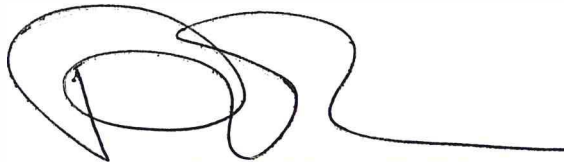
The Anaheim Secondary Teachers Association (Association) and the Anaheim Union High School District (District) agree to form a joint work group to review and recommend changes as the District moves from the Beginning Teachers Support and Assessment Program to the Induction Model.

The joint work group shall also serve to provide input regarding the implementation of such practices. This work group shall be formed prior to October 1, 2017, and report its recommendations no later than June 1, 2018. The Assistant Superintendent of Human Resources and the Association President shall meet to determine the size and composition of the work group, to which the parties shall appoint their respective representatives. Release time or the certificated hourly rate of pay shall be provided to Association representatives in recognition of service provided on work group meeting days. The recommendations from this work group shall become the starting point for negotiations on the issue during the next round of collective bargaining.

This agreement is dated: June 15, 2017



Brad Jackson
Assistant Superintendent
Human Resources



Dean Elder
President
ASTA

MEMORANDUM OF UNDERSTANDING

BETWEEN

ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)

AND

ANAHEIM SECONDARY TEACHERS ASSOCIATION (ASTA)

Article 8: Leaves

The Anaheim Secondary Teachers Association (Association) and the Anaheim Union High School District (District) agree to form a joint work group to for the following purposes:

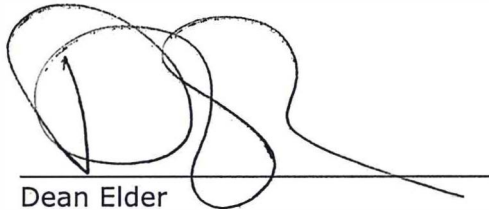
- To review Article 8.20 Extended Illness Leave for compliance with recent legislative changes. Any findings or recommendations coming from the joint work group will be provided to the bargaining teams.
- To review Article 8.23 Catastrophic Leave, Board Policy 6602 and Education Code provisions for consistency. Any findings or recommendations coming from the joint work group will be provided to the bargaining teams.

This work group shall be formed prior to October 1, 2017, and provide any findings or recommendations no later than June 1, 2018. The Assistant Superintendent of Human Resources and the Association President shall meet to determine the size and composition of the work group, to which the parties shall appoint their respective representatives. Release time or the certificated hourly rate of pay shall be provided to Association representatives in recognition of service provided on work group meeting days. The recommendations from this work group shall become the starting point for negotiations on the issue during the next round of collective bargaining.

This agreement is dated: June 15, 2017



Brad Jackson
Assistant Superintendent
Human Resources



Dean Elder
President
ASTA

**MUTUAL AGREEMENT TO EXCEED
ARTICLE 11.9 AND 11.9.1
STUDENT LOAD MAXIMUMS**

ANAHEIM UNION HIGH SCHOOL DISTRICT – ASTA Bargaining Unit

This form is to be used for exceeding the maximum student load for bargaining unit members outlined in Article 11.9 and 11.9.1 only.

School:

Teacher:

Department:

Course(s):

Applicable Period of the Agreement (Not to exceed the current school year):

Rationale for Exceeding the Maximum

Student Load

Current Student Load _____

Date _____

Agreed to Student Load _____

Effective Date _____

Agreement Signatories

Date _____ Unit Member's Signature _____

Date _____ Administrator's Signature _____

FINAL DISTRIBUTION: Copies to: AUHSD Human Resources, ASTA, Unit Member, Site Principal,
10-2017

APPENDIX R

MEMORANDUM OF UNDERSTANDING

BETWEEN

ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)

AND

ANAHEIM SECONDARY TEACHERS ASSOCIATION (ASTA)

SPEECH AND LANGUAGE PATHOLOGIST (SLP) CASELOAD WORK GROUP

2020-2021

The District and Association agree to form a joint work group to create a workload model for speech and language pathologists (SLP) that will ultimately replace the caseload language in Article 11.9.2. The Assistant Superintendent of Human Resources and the Association President shall meet to determine the size and composition of the workgroup to which the parties shall appoint their respective representatives. Release time or the certificated Hourly Rate of Pay shall be provided to Association representatives in recognition of service provided on work group meeting days. This work group shall be formed no later than October 1, 2020. The product of this group shall be shared with the parties' respective negotiation teams no later than March 31, 2021. These dates may be altered by mutual agreement.

This agreement is dated: January 27, 2021



Brad Jackson
Assistant Superintendent,
Human Resources



Grant Schuster
President
ASTA

APPENDIX S

MEMORANDUM OF UNDERSTANDING
BETWEEN
ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)
AND
ANAHEIM SECONDARY TEACHERS ASSOCIATION (ASTA)

SPEECH AND LANGUAGE PATHOLOGIST (SLP) CASELOAD STIPENDS

2020-2021

For the SLP caseload identified in Article 11.9.2, maximums may be exceeded based on SLP staffing needs at specific sites.

Should the unit member's caseload be increased beyond the contractual maximum of 70, the District agrees to pay a stipend to said unit member as follows:

Percentages below shall be applied to Column II, Step 1 of the Teacher Salary Schedule (Appendix B)

EXTRA CASELOAD	PAY PER SEMESTER	PERCENTAGE
1-5 beyond the max	\$3,072	5.4
6-10 beyond the max	\$6,145	10.8

Eligible SLPs shall be retroactively paid their applicable stipend for the First Semester of the 2020-21 school year.

Under no circumstances shall a unit member have a caseload over 80, with the exception of Hope School. The caseload maximum for Hope School shall be 90.

A higher caseload maximum for Hope School has been established in recognition of its unique service delivery models and practices, which include the following:

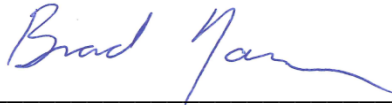
- Hope teachers write IEP communication goals for students on their caseload in collaboration with an SLP, rather than the SLPs writing all communication goals.

APPENDIX T

- Speech-language services are primarily provided in a push-in setting, rather than a pull-out model, as a push-in service delivery supports generalization of skills for students with moderate to severe disabilities.
- All 7th, 8th, and 9th graders at Hope are enrolled in a Communication class. All 10th, 11th, 12th and Adult Transition students who receive speech-language services are enrolled in a Communication class. SLPs consult with the Communication class teachers to ensure that students are making progress on their communication goals.

This agreement shall remain in effect until the first unit member work day of the 2021-2022 school year. The District and Association may agree to extend this MOU by mutual agreement.

This agreement is dated: January 27, 2021



Brad Jackson
Assistant Superintendent,
Human Resources



Grant Schuster
President
ASTA

MEMORANDUM OF UNDERSTANDING

BETWEEN

ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)

AND

ANAHEIM SECONDARY TEACHERS ASSOCIATION (ASTA)

SPEECH AND LANGUAGE PATHOLOGIST (SLP) CASELOAD REPORTING

2020-2021


Each SLP shall self-report his/her caseload number on the last workday of the 4th week following the start of each academic year (the "First Caseload Number"). The First Caseload Number shall be reported in a shared Google Doc that shall be distributed to each SLP by the Department Chair prior to the First Caseload Number due date. For every month thereafter, each SLP shall self-report his/her caseload number in the shared Google Doc by the 15th of each month. The caseload average for the semester, based upon SLP monthly self-reports of caseload numbers, shall be used to determine earned stipends for the previous semester and the amount of the stipends, as per the *2020-21 Speech and Language Pathologist (SLP) Caseload Stipends Memorandum of Understanding*, .

The District shall share information upon request of the Association.

The information gathered shall be used to assist in the creation of a new workload model, as per the *2020-21 Speech and Language Pathologist (SLP) Caseload Work Group Memorandum of Understanding*.

This agreement shall remain in effect until the first unit member work day of the 2021-2022 school year. The District and Association may agree to extend this MOU by mutual agreement.

This agreement is dated: January 27, 2021



Brad Jackson
Assistant Superintendent,
Human Resources



Grant Schuster
President
ASTA

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

and the

Anaheim Secondary Teachers Association (ASTA)

Dual Enrollment


The Anaheim Union High School District (AUHSD) and the Anaheim Secondary Teachers Association (ASTA) agree dual enrollment courses benefit students in that they provide opportunities for high school students to experience college level courses at no cost, provide high school and college credit and serve as indicators of college and career readiness as a local indicator on the California Dashboard.

In partnering with local community colleges to provide dual enrollment courses in core areas, it provides an opportunity for the high school teacher that would have normally taught the class to provide support in another class offering. The District and ASTA agree that the intent of these opportunities is to reduce class size in the affected department(s).

1. The following formula shall be used to determine the reduced student loads for the affected department(s). Department sections will be determined before dual enrollment is considered using current student load language (Article 11: Class Size). Department sections will be determined before dual enrollment is considered using current student load language. The number of department sections will be maintained no matter the number of dual enrollment sections added within the department.
2. Any bargaining unit member for whom dual enrollment creates an additional course preparation shall receive an annual stipend of \$1,207 (2.05%) as described in Article 14.3.8.3.

Furthermore, it is also the intent for the additional course offering to be provided in the same core department that the high school teacher belongs to. If the teacher will be utilized to teach an additional course outside the department, the Assistant Superintendent of Education and the ASTA President shall meet and confer in advance of the decision becoming final in order to discuss the reasoning for the decision, as well as to discuss alternative solutions.

This MOU is dated: March 9, 2021



Brad Jackson
Assistant Superintendent
Human Resources



Grant Schuster
President
Anaheim Secondary Teachers Association

APPENDIX V


MEMORANDUM OF UNDERSTANDING
BETWEEN THE
ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)
AND THE
ANAHEIM SECONDARY TEACHERS ASSOCIATION (ASTA)

The Anaheim Union High School District and the Anaheim Secondary Teachers Association agree to the modification of the 2021-2022 Student/Teacher Calendar to include the following.

1. For the 2021-2022 school year, the work year for certificated employees shall be 187 days (185 base contract days plus two (2) additional days for the 2021-2022 school year only at the regular daily rate of pay). The additional two (2) days will not be included in any future wage increase calculation.
2. The two (2) additional days shall be August 5, 2021 and August 6, 2021.
3. The first day for students remains August 11, 2021.
4. The first two (2) additional Teacher Days shall be divided into two (2) separate, uninterrupted blocks of time in order for teachers to prepare their classrooms prior to the start of the first Student Day of the new school year. One block of time on each of these days shall be devoted to classroom preparation and the other block of time shall be devoted to district mandated professional learning activities. The block of time devoted to professional learning activities shall occur from 7:30 am to 11:30 am. Classroom preparation shall not include the unit member's duty-free lunch.
5. The second two (2) Teacher Days, as per Article 10.1.2, shall be divided into two (2) separate, uninterrupted one-half days (3.25 hour blocks each) in order for teachers to prepare their classrooms prior to the start of the first Student Day of the new school year. One block of time on each of these days shall be devoted to classroom preparation and the other block of time shall be devoted to professional learning activities. Classroom preparation shall not include the unit member's duty-free lunch.

The last day of the work year shall be a Teacher Day and shall not include professional learning activities.

This MOU is dated: February 19, 2021



Brad Jackson
Assistant Superintendent
Human Resources



Grant Schuster
President
Anaheim Secondary Teachers Association

APPENDIX W

Anaheim Union High School District 2022-2023

EXHIBIT R

Student/Teacher Calendar

July 2022					November 2022					March 2023				
				1		1	2	3	4			1	2	3
4*	5	6	7	8	7	8	9	10	11*	6	7	8	9	10
11	12	13	14	15	14	15	16	17	18	13	14	15	16	17<
18	19	20	21	22	21	22	23	24*	25*	20	21	22	23	24
25	26	27	28	29	28	29	30			27	28	29	30	31*
August 2022					December 2022					April 2023				
1	2	3	4	5				1	2	3	4	5	6	7
8++	9+	10	11	12	5	6	7	8	9	10	11	12	13	14
15	16	17	18	19	12	13	14	15	16	17	18	19	20	21
22	23	24	25	26	19	20	21	22#	23<	24	25	26	27	28
29	30	31			26*	27*	28	29	30					
September 2022					January 2023					May 2023				
			1	2	2*	3*	4	5	6	1	2	3	4	5
5*	6	7	8	9	9	10	11	12	13	8	9	10	11	12
12	13	14	15	16	16*	17	18	19	20	15	16	17	18	19
19	20	21	22	23	23	24	25	26	27++	22	23	24#	25<	26+
26	27	28	29	30	30	31				29*	30	31		
October 2022					February 2023					June 2023				
3	4	5	6	7<			1	2	3				1	2
10++	11	12	13	14	6	7	8	9	10	5	6	7	8	9
17	18	19	20	21	13*	14	15	16	17	12	13	14	15	16
24	25	26	27	28	20*	21	22	23	24	19	20	21	22	23
31					27	28				26	27	28	29	30



School Begins



Non-Student/Non-Teacher Day
Holidays

+

Teacher Day; No Students

++

Staff Development Day; No students

<

End of the Quarter or Semester
And Minimum Day for Students

#

Minimum Day for H.S. Students Only

Underlined Days (May 30-June 5) are subject to
change to regular school days if it becomes
necessary to bring the total school days up to State
minimum.

Quarter	Days	Dates					
1	42	Aug	10	--	Oct	7	
2	48	Oct	11	--	Dec	23	
3	46	Jan	9	--	Mar	17	
4	44	Mar	20	--	May	25	

180 Student Days
185 Teacher Days

Progress Reports Due Fridays
10:00 a.m. at the site on:
September 16, 2022
November 10, 2022 (Thursday)
February 3, 2023
April 21, 2023

Grades Due Fridays
10:00 a.m. at the site on:
October 14, 2022
January 13, 2023
March 24, 2023
May 26, 2023

Anaheim Union High School District 2023-2024

EXHIBIT S

Student/Teacher Calendar

July 2023					November 2023					March 2024				
3	4*	5	6	7			1	2	3					1
10	11	12	13	14	6	7	8	9	10*	4	5	6	7	8
17	18	19	20	21	13	14	15	16	17	11	12	13	14	15<
24	25	26	27	28	20	21	22	23*	24*	18	19	20	21	22
31					27	28	29	30		25	26	27	28	29*
August 2023					December 2023					April 2024				
	1	2	3	4					1	1	2	3	4	5
7++	8+	9	10	11	4	5	6	7	8	8	9	10	11	12
14	15	16	17	18	11	12	13	14	15	15	16	17	18	19
21	22	23	24	25	18	19	20	21#	22<	22	23	24	25	26
28	29	30	31		25*	26*	27	28	29	29	30			
September 2023					January 2024					May 2024				
				1	1*	2*	3	4	5			1	2	3
4*	5	6	7	8	8	9	10	11	12	6	7	8	9	10
11	12	13	14	15	15*	16	17	18	19	13	14	15	16	17
18	19	20	21	22	22	23	24	25	26++	20	21	22#	23<	24+
25	26	27	28	29	29	30	31			27*	28	29	30	31
October 2023					February 2024					June 2024				
2	3	4	5	6<				1	2					
9++	10	11	12	13	5	6	7	8	9	3	4	5	6	7
16	17	18	19	20	12*	13	14	15	16	10	11	12	13	14
23	24	25	26	27	19*	20	21	22	23	17	18	19	20	21
30	31				26	27	28	29		24	25	26	27	28



School Begins



Non-Student/Non-Teacher Day
Holidays

+

Teacher Day; No Students

++

Staff Development Day; No students

<

End of the Quarter or Semester
And Minimum Day for Students

#

Minimum Day for H.S. Students Only

Underlined Days (May 28-June 3) are subject to
change to regular school days if it becomes
necessary to bring the total school days up to State
minimum.

Quarter	Days	Dates					
1	42	Aug	9	--	Oct	6	
2	48	Oct	10	--	Dec	22	
3	46	Jan	8	--	Mar	15	
4	44	Mar	18	--	May	23	

180 Student Days
185 Teacher Days

Progress Reports Due Fridays
10:00 a.m. at the site on:
September 15, 2023
November 9, 2023 (Thursday)
February 9, 2024
April 19, 2024

Grades Due Fridays
10:00 a.m. at the site on:
October 13, 2023
January 12, 2024
March 22, 2024
May 24, 2024

Anaheim Union High School District 2024-2025

EXHIBIT T

Student/Teacher Calendar

July 2024					November 2024					March 2025				
1	2	3	4*	5					1	3	4	5	6	7
8	9	10	11	12	4	5	6	7	8	10	11	12	13	14<
15	16	17	18	19	11*	12	13	14	15	17	18	19	20	21
22	23	24	25	26	18	19	20	21	22	24	25	26	27	28*
29	30	31			25	26	27	28*	29*	31				
August 2024					December 2024					April 2025				
			1	2	2	3	4	5	6		1	2	3	4
5++	6+	7	8	9	9	10	11	12	13	7	8	9	10	11
12	13	14	15	16	16	17	18	19#	20<	14	15	16	17	18
19	20	21	22	23	23	24*	25*	26	27	21	22	23	24	25
26	27	28	29	30	30	31*				28	29	30		
September 2024					January 2025					May 2025				
2*	3	4	5	6			1*	2	3				1	2
9	10	11	12	13	6	7	8	9	10	5	6	7	8	9
16	17	18	19	20	13	14	15	16	17	12	13	14	15	16
23	24	25	26	27	20*	21	22	23	24	19	20	21#	22<	23+
30					27	28	29	30	31++	26*	27	28	29	30
October 2024					February 2025					June 2025				
	1	2	3	4<						2	3	4	5	6
7++	8	9	10	11	3	4	5	6	7	9	10	11	12	13
14	15	16	17	18	10*	11	12	13	14	16	17	18	19	20
21	22	23	24	25	17*	18	19	20	21	23	24	25	26	27
28	29	30	31		24	25	26	27	28	30				



School Begins



Non-Student/Non-Teacher Day
Holidays

+

Teacher Day; No Students

++

Staff Development Day; No students

<

End of the Quarter or Semester
And Minimum Day for Students

#

Minimum Day for H.S. Students Only

Underlined Days (May 27-June 2) are subject to
change to regular school days if it becomes
necessary to bring the total school days up to State
minimum.

Quarter	Days	Dates					
1	42	Aug	7	--	Oct	4	
2	48	Oct	8	--	Dec	20	
3	46	Jan	6	--	Mar	14	
4	44	Mar	17	--	May	22	

180 Student Days

185 Teacher Days

Progress Reports Due Fridays

10:00 a.m. at the site on:

September 13, 2024

November 8, 2024

February 7, 2025

April 18, 2025

Grades Due Fridays

10:00 a.m. at the site on:

October 11, 2024

January 10, 2025

March 21, 2025

May 23, 2025

Anaheim Union High School District (AUHSD)
Initial Proposal to the
American Federation of State, County and Municipal Employees (AFSCME)
AFL-CIO, Local 3112 (Council 36)
For Negotiations of the 2021-22 Collective Bargaining Agreement
January 13, 2022

AUHSD will open negotiations with AFSCME subsequent to the public hearing before the Board of Trustees.

AUHSD intends to open the following articles in the collective bargaining agreement.

Article 2 - Health and Welfare

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

Article 5 – Working Hours

AUHSD reserves the right to present a proposal regarding working hours.

Article 11 – Wages

AUHSD reserves the right to present a proposal for salary increase for the 2021-2022 school year.

American Federation of State, County and Municipal Employees (AFSCME)

AFL-CIO, Local 3112 (Council 36)

Initial Proposal to the

Anaheim Union High School District (AUHSD)

For Negotiations of the 2021-22 Collective Bargaining Agreement

January 13, 2022

Pursuant to the Educational Employment Relations Act, the American Federation of State, County and Municipal Employees, AFL-CIO, Local 3112, Council 36 (AFSCME) hereby submits its initial contract proposals for the 2021-22 Collective Bargaining Agreement for public review at a meeting of the Board of Trustees of the Anaheim Union High School District.

Local 3112, Council 36 (AFSCME) proposes:

- 1) Article 11.8: Working Out of Classification to ensure equitable distribution of work for employees
- 2) Article 11: Compensation with a fair and equitable increase in wages and salaries comparable to surrounding school districts
- 3) Article 2: Health and Welfare of Benefits with potential changes to benefit plans that save money without cost shifting to employees and provides quality health care to employees

Local 3112, Council 36 (AFSCME) retains the right to add or delete from these initial proposals in accordance with the provisions of Government Code 3547(d).

Anaheim Union High School District (AUHSD)
Initial Proposal to the
Anaheim Personnel and Guidance Association (APGA)
For Negotiations of the 2021-22 Collective Bargaining Agreement
January 13, 2022

AUHSD will open negotiations with APGA subsequent to the public hearing before the Board of Trustees.

AUHSD intends to open the following articles in the collective bargaining agreement.

Article 14 – Wages and Items Related to Wages

AUHSD reserves the right to present a proposal for salary increase for the 2021-2022 school year.

Article 15 - Health and Welfare

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

ANAHEIM PERSONNEL AND GUIDANCE
ASSOCIATION
(APGA)

INITIAL PROPOSAL TO

ANAHEIM UNION HIGH
SCHOOL DISTRICT
(AUHSD)

FOR THE 2021-2022 SCHOOL YEAR CONTRACT

January 13, 2022

Anaheim Personnel and Guidance Association (APGA)
Initial Proposal for Collective Bargaining Purposes with the
Anaheim Union High School District (AUHSD)

APGA will open negotiations with AUHSD for the 2021-2022 contract year subsequent to a public hearing before the Board of Trustees. APGA reserves the right to propose language under the following Articles of the Agreement between the Anaheim Union High School District and the Anaheim Personnel and Guidance Association.

Article 14 Wages and Items Related to Wages

Article 15 Health and Welfare

Memorandum of Understanding Counselor Job Description Committee

Anaheim Union High School District (AUHSD)

Initial Proposal to the

California School Employees Association

Chapter 74

For Negotiations of the 2021-22 Collective Bargaining Agreement

January 13, 2022

AUHSD will open negotiations with CSEA subsequent to the public hearing before the Board of Trustees.

AUHSD intends to open the following articles in the collective bargaining agreement.

Article 2 - Health and Welfare

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

Article 11 – Wages and Items Related to Wages

AUHSD reserves the right to present a proposal for salary increase for the 2021-2022 school year.

**THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
And Its
ANAHEIM HIGH CHAPTER 74**

2021-2022

INITIAL CONTRACT REOPENER PROPOSAL

January 13, 2022



January 13, 2022

The California School Employees Association and its Anaheim High Chapter 74 (CSEA), in accordance with “Article 18 – Duration and Reopeners” of our current bargaining agreement, notifies the Anaheim Union High School District (District) of CSEA’s intent to reopen, modify and/or amend the contract. CSEA desires to alter or amend the following articles as indicated and presents our proposals for public discussion in accordance with Government Code §3547:

Article 2 – Health and Welfare

- Interest in maintaining or improving current benefits, without an increase to unit member out-of-pocket costs
- Interest in updating language to reflect current health plan offerings
- Interest in improving provisions for retiree benefits

Article 5 – Working Hours

- Interest in ensuring the practice of establishing the Work Year follows current law
- Interest in adding language to address the fixed workweek and workday of unit members

Article 11 – Wages and Items Related to Wages

- Interest in achieving a fair and equitable wage increase
- Interest in clearly defining the “needs of the District” in reference to the right of refusal for Compensatory Time Off and Overtime
- Interest in clarifying language and practices regarding the movement of Office Assistants based on mobility needs
- Interest in clarifying language and practices regarding Extra Service Pay
- Interest in clarifying language and practices regarding Translation duties for employees receiving Bilingual Pay
- Interest in clarifying language and practices regarding Limited Term and Provisional Employees
- Interest in updating existing Classification Study groups to include newer job classifications
- Interest in clarifying language and practices regarding Step 6 of Education Incentive Maximums and Additional Increments

Article 13 – Vacations

- Interest in clarifying the language and practice regarding the Accumulation of Days

Article 14 – Association Rights

- Interest in improving provisions to include released time for the purpose of attending representational and District meetings.

Update titles, dates, terminology, references, errors and/or omissions as determined through the negotiation process. Remainder of current collective bargaining agreement to remain in force, unless agreement to change or modify as determined through the negotiation process.

CSEA reserves the right to add, delete, or modify these proposals as determined through the negotiation process.

Sincerely,



Jennifer Hipolito
Acting President, CSEA Chapter 74

Anaheim Union High School District (AUHSD)

Initial Proposal to the

Mid-Managers Association (MMA)

For Negotiations of the 2021-22 Collective Bargaining Agreement

January 13, 2022

AUHSD will open negotiations with MMA subsequent to the public hearing before the Board of Trustees.

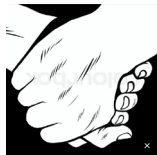
AUHSD intends to open the following articles in the collective bargaining agreement.

Article 5 – Compensation and Allowances

AUHSD reserves the right to present a proposal for salary increase for the 2021-2022 school year.

Article 6 - Health and Welfare

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



MMA

EXHIBIT BB

AUHSD MID MANAGERS ASSOCIATION

Mid-Managers Association (MMA)
Initial Proposal to the
Anaheim Union High School District
For Negotiations of the 2021-22 Collective Bargaining Agreement

January 13, 2022

The Mid-Managers Association (MMA) will open negotiations with the Anaheim Union High School District subsequent to the public hearing before the Board of trustees.

The Mid-Managers association (MMA) intends to open the following articles in the collective bargaining agreement.

Article 1.2 – Recognition

MMA reserves the right to present proposal to add food service manager 2 and maintenance Foreman to recognition language in article - 1.2

Article 4 – Hours

MMA reserves the right to present a proposal for working hours time of day for plant managers.

Article 5 – Compensation and Allowances

MMA reserves the right to present a proposal for salary increase for the 2021-2022 school years.

Article 6 - Health and Welfare

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

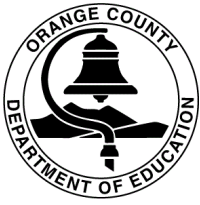
Article 9.2.5 - Bereavement leave

MMA reserves the right to present a proposal to add to and clean up language of article – 9.2.5

“In matters of principal stand like a rock.”
— Thomas Jefferson

James Patanella
AUHSD MMA President
Correspondence:
C/O South Jr high school
2320 E South St.
Anaheim CA. 92806
Cell: (714) 478-4482
Patanella_ja@auhsd.us

Legal Counsel
City Employees Associates
100 Oceangate, Suite 1200
Long Beach, CA 90802
Office: (562) 433-6983
cea@cityemployees.net



**Williams Settlement Legislation
Quarterly Report of Uniform Complaints
2021-22**

District: _____

District Contact: _____

Title: _____

- | | | |
|-------------------------------------|-------------------------------|---------------------------------------|
| <input type="checkbox"/> Quarter #1 | July 1 – September 30, 2021 | Report due by October 29, 2021 |
| <input type="checkbox"/> Quarter #2 | October 1 – December 31, 2021 | Report due by January 28, 2022 |
| <input type="checkbox"/> Quarter #3 | January 1 – March 31, 2022 | Report due by April 29, 2022 |
| <input type="checkbox"/> Quarter #4 | April 1 – June 30, 2022 | Report due by July 29, 2022 |

Check the box that applies:

- ☐ No complaints were filed with any school in the district during the quarter indicated above.
- ☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of the complaints.

Type of Complaint	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials			
Teacher Vacancies or Missassignments			
Facility Conditions			
TOTALS			

Name of Superintendent: _____

Signature of Superintendent: _____ Date: _____

Please submit to:

Orange County Department of Education
P.O. Box 9050, Costa Mesa, CA 92628-9050
Attention: Alicia Gonzalez, Sr. Administrative Assistant/Redhill Site

Phone: (714) 966-4336 Email: aliciagonzalez@ocde.us Fax: (714) 327-1371

CIVILITY**9000 (1313)**

The Board of Trustees recognizes the impact that civility has on the effective operation of the district, including its role in creating a safe and positive school climate and enabling a focus on student well-being, learning, and achievement. The Board believes that each person should be treated with dignity and respect in their interactions within the school community.

The Board understands that the First Amendment provides strong protection for speech. However, the Board expects that all speech and expression will comport with norms of civil behavior on district grounds, in district facilities, during district activities or events, and in the use of district electronic/digital systems and platforms.

Civil behavior is polite, courteous, and reasonable behavior which is respectful to others and includes integrity, honesty, acceptance, timeliness, dependability, observance of laws and rules, and effective communication.

The Board and district staff shall model civil behavior as an example of behavior that is expected throughout the district. Practices that promote civil behavior include actively listening, giving full attention to the speaker, and refraining from interruptions; welcoming and encouraging participation, input, and feedback through stakeholder engagement; promptly responding to concerns; and embracing varying and diverse viewpoints. Such practices may be incorporated into governance standards adopted by the Board or Superintendent and/or professional standards or codes of conduct for employees as specified in district policies and regulations.

Students, staff, parents/guardians, and community members should be educated in the recognition, development, and demonstration of civil behavior. The Superintendent or designee may incorporate related concepts in the curriculum, provide staff development activities, and/or communicate this policy to the school community.

Students, staff, parents/guardians, and community members shall not communicate or behave in a manner that causes disruption; hinders the orderly conduct of district operations, the educational program, or any other district program or activity; or creates an unsafe learning or working environment. The Superintendent or designee may respond to disruptive, violent, or threatening behavior in accordance with law and as specified in BP 3515.2 - Disruptions.

Behavior by students or staff that is discriminatory, harassing, or intimidating, including sexual harassment, bullying, and/or hate violence, or behavior that is in any other way unlawful, is prohibited and is subject to discipline in accordance with law and as specified in district policy and regulations.

Legal Reference:

U.S. CONSTITUTION

Amendment 1, Freedom of speech and expression

CALIFORNIA CONSTITUTION

Article 1, Section 2, Freedom of speech and expression

Article 1, Section 28(c), Right to Safe Schools

EDUCATION CODE

200-264 Educational equity

32210 Willful disturbance of public school or meeting

32211 Threatened disruption or interference with classes

32212 Classroom interruptions

32280-32289.5 Comprehensive safety plan

35181 Governing board authority to set policy on responsibilities of students

35291-35291.5 Rules

44050 Employee code of conduct; interaction with students

44807 Teachers' duty concerning conduct of students

44810 Willful interference with classroom conduct

44811 Disruption of classwork or extracurricular activities

48900-48926 Suspension and expulsion

48907 Exercise of free expression; rules and regulations

49330-49335 Injurious objects

CIVIL CODE

51.7 Freedom from violence or intimidation

GOVERNMENT CODE

54954.3 Opportunity for public to address legislative body

54957.9 Disorderly conduct of general public during meeting; clearing of room

PENAL CODE

243.5 Assault or battery on school property

415.5 Disturbance of peace of school

422.55 Definition of hate crime

422.6 Civil rights; crimes

626-626.11 School crimes

627-627.10 Access to school premises

653.2 Electronic communication devices, threats to safety

653b Loitering about schools or public places

COURT DECISIONS

Baca v. Moreno Valley Unified School District, (1996) 936 F. Supp. 719

Hazelwood School District v. Kuhlmeier, (1988) 108 S. Ct. 562

City of San Jose v. William Garbett, (2010) 190 Cal. App. 4th 526

Norse v. City of Santa Cruz, (9th Cir. 2010) 629 F3d 966

Management Resources:

CSBA PUBLICATIONS

Professional Governance Standards for School Boards

Superintendent Governance Standards

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California's Social and Emotional Learning: Guiding Principles, 2018

Social and Emotional Learning in California: A Guide to Resources, 2018

COMMISSION ON TEACHER CREDENTIALING PUBLICATION

California Professional Standards for Educational Leaders, February 2014

NATIONAL POLICY BOARD FOR EDUCATIONAL ADMINISTRATION

Professional Standards for Educational Leaders, October 2015

WEB SITES

National Policy Board for Educational Administration

National School Safety Center

Center for Safe and Responsible Internet Use

California Office of the Attorney General

National Council for the Social Studies

Commission on Teacher Credentialing

CSBA

California Department of Education

U.S. Department of Education

U.S. Equal Employment Opportunity Commission

Board of Trustees

Approved: Pending

ANAHEIM UNION HIGH SCHOOL DISTRICT
AGREEMENT FOR PUPIL TRANSPORTATION

This AGREEMENT is made and entered into the 1st day of February, 2022, by and between the

ANAHEIM UNION HIGH SCHOOL DISTRICT
A PUBLIC SCHOOL DISTRICT

And

ANAHEIM FAMILY YMCA

WITNESSETH:

WHEREAS, Education Code 10900.5 authorized a school district to contract with public authorities as defined in Education Code 10901 for the provision of school transportation services by a district for public authorities and the payment for same by the benefited public authority to the district performing said services; and

WHEREAS, the parties hereto desire, from February 1, 2022, through June 30, 2022, that the Anaheim Union High School District (AUHSD), for consideration, will provide buses and drivers to Anaheim Family YMCA on an as needed and when available basis.

NOW THEREFORE BE IT AGREED AS FOLLOWS:

1. That the AUHSD, for consideration as herein after set forth, shall provide school buses and licensed school bus drivers for the transportation of Anaheim Family YMCA scholars, when the YMCA lacks the necessary buses to transport its scholars, and when the AUHSD has available extra school buses and licensed school bus drivers.
2. That Anaheim Family YMCA, in consideration for services rendered by the AUHSD under this agreement, agrees that the compensation shall be rated at \$81 per hour.
3. The AUHSD shall indemnify, defend, and hold Anaheim Family YMCA harmless from any liability for personal injury or property damage arising out of the negligence of the AUHSD. Anaheim Family YMCA shall indemnify, defend, and hold the AUHSD harmless from any liability for personal injury or property damage arising out of the negligence of Anaheim Family YMCA.
4. Anaheim Family YMCA shall for the duration of the Agreement secure and maintain in force at its own cost and expense, at all times during which this Agreement is in effect, Commercial Liability Insurance for personal bodily wrongful death, and broad form property damage losses included, written on an occurrence form, with limits as follows:
 - Each Occurrence \$1,000,000
 - Sexual Misconduct (may be included in General Liability) \$1,000,000

If the General Liability coverage has any sub-limits or exclusions that apply to coverage for sexual misconduct, the Certificate of Insurance must define those limits or exclusions.

- General Aggregate \$2,000,000

5. Anaheim Family YMCA must provide a Certificate of Insurance or other evidence of insurance satisfactory to Anaheim Union High School District, with specific reference to the event described in this Agreement and by endorsement, the policy must reflect Anaheim Union High School District as an additional insured. The policy number on the certificate of insurance must match the policy number on the endorsement (if Blanket Additional Insured Endorsement is not provided).
6. This agreement is subject to cancellation by either party upon thirty (30) days advanced written notice.
7. This Agreement constitutes the entire understanding of the parties hereto with respect to this matter and supersedes all prior discussions and communications. Any modifications to this Agreement must be done in writing and signed by both parties in order to be effective.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate on the day and year first written above.

ANAHEIM UNION HIGH SCHOOL DISTRICT
of Orange County, California

Nancy Nien, Ph.D.
Assistant Superintendent, Business

Date

ANAHEIM FAMILY YMCA
of Orange County, California



Dr. Rick Martens
CEO

12/10/2021
Date

CHANGE ORDER NO. 1

PROJECT: Bid #2021-11 Western High School iLab

TO: Case & Sons Construction, Inc.

You are hereby directed to provide the extra work necessary to comply with this Change Order.

DESCRIPTION OF CHANGE:

Work Order #001: COP No. 1 thru 11 \$(14,842.18) DEDUCT

COST (This cost shall not be exceeded.):

Original contract price:	\$ <u>1,138,700.00</u>
Change Order amount:	\$ <u>(14,842.18)</u>
New contract price:	\$ <u>1,123,857.82</u>

TIME FOR COMPLETION:

Original completion date:	<u>96 consecutive calendar days</u>
Time for completion of	
Change Order:	<u>no change</u>
New completion date:	<u>96 consecutive calendar days</u>


Contractor agrees to perform the above-described work in accordance with the above terms and in compliance with applicable sections of the Project Documents. The amount of the charges under this Change Order is limited to the charges allowed under Article 59 of the General Conditions. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the contract time due Contractor arising out of the change in the work covered by this Change Order, unless otherwise provided in this Change Order.

No additions or deletions to this Change Order shall be allowed, except with written permission of District. Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising from this Change Order.

(continued on next page)

This Change Order is hereby agreed to, accepted and approved.

CONTRACTOR

By: 
Signature
Chris Case
Print Name
V.P.
Title
12-16-2021
Date

DISTRICT

By: _____
Signature
Nancy C. Nien
Print Name
Assistant Superintendent, Business
Title

Date

ARCHITECT

By: 
Signature
SUSHILA GHATAODE
Print Name
PARTNER
Title
12/17/2021
Date



Project Name: Western High School iLAB
Project No.: 2021-11

P.O. #P64A0241
DSA # N/A

WORK ORDER

To: Case & Sons Construction Inc.
P.O. Box 893
Yorba Linda, CA 92885

Work Order# 001

You are directed to make the following changes in the contract. All work shall be performed subject to all the conditions as contained in our Contract above as fully as if same were repeated in this Work Order. This Work Order shall constitute a full and final settlement of any and all claims you have arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

COP #01	Convert unused space behind reception to be electrical closet.	\$ 18,332.77	ADD
COP #02	New conduit run for copier in teacher's lounge.	\$ 750.00	ADD
COP #03	Relocate wiremold to align with cabinets, relocate lighting controls to new closet and add additional floor boxes.	\$ 17,040.50	ADD
COP #04	Provide retrofit can lights at alcove to fit existing opening and provide alternate under cabinet lights at reception to fit countertop.	\$ 2,702.50	ADD
COP #05	Provide laminated glass along remainder of handrail.	\$ 12,700.47	ADD
COP #06	Paint ceiling prior to installation of ceiling tiles.	\$ 1,782.50	ADD
COP #07	Install adjustable brackets on lights at walltalkers.	\$ 931.50	ADD
COP #08	CANCELLED	\$ -	VOID
COP #09	Swap 82" TV's with 75" TV's provided by site and install new mounts.	\$ 2,550.00	ADD
COP #10	Remove iLAB sign and replace with new aluminum letters.	\$ 2,583.58	ADD
COP #11	Reprogram 75" TV's installed per COP #09.	\$ 784.00	ADD
	Credit back unused allowance (SOW 1.14A)	\$ (75,000.00)	DED
TOTAL DEDUCT		\$ (14,842.18)	

Not Valid until signed by the Owner.

Contractor agrees to furnish all labor and materials and perform all of the above-described Work in accordance with applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$100,000.00. The adjustment in Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Work Order shall constitute the entire compensation and /or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in Work covered by this Work Order unless otherwise provided in this Work Order.

COST:

- ☒ **Lump Sum (\$14,842.18)** ☐ Not to Exceed
☐ Time and Materials. Submit daily time and material equipment documentation on TIME & MATERIAL DAILY EXTRA WORK REPORT forms

TIME:

- ☒ No Change ☐ Impact Unknown at this time
☐ Will not change completion date but is expected to impact durations of specific CPM activities. (Activity Nos. days)
The contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed and approved in accordance with the contractor's weekly and monthly schedule submittals.

	SIGNATURE	DATE
AUHS: Asst. Superintendent, Business, Nancy Nien		
AUHS: Executive Director, FPDC & M&O, Patricia Neely		
Contractor: Case & Sons Construction, Inc., Chris Case		12-16-21
Architect: Ghataode Bannon Architects, Sushila Ghataode		12/17/2021
AUHS: Project Manager, Jamie Lungren		12-16-21
Inspector of Record: Aaron Beck		12-17-21

CHANGE ORDER NO. 1

PROJECT: Bid #2022-01 Magnolia High School Relocation of 9 Portables

TO: Mobile Modular Construction, Inc.

You are hereby directed to provide the extra work necessary to comply with this Change Order.

DESCRIPTION OF CHANGE:

Work Order #001: COP No. 1 thru 6 \$25,000.00 ADD

Credit Back Allowance (Summary of Work 1.13A): -\$25,000.00 DEDUCT

COST (This cost shall not be exceeded.):

Original contract price:	\$ <u>637,240.00</u>
Change Order amount:	\$ <u>0.00</u>
New contract price:	\$ <u>637,240.00</u>

TIME FOR COMPLETION:

Original completion date:	<u>81 consecutive calendar days</u>
Time for completion of	
Change Order:	<u>no change</u>
New completion date:	<u>81 consecutive calendar days</u>

Contractor agrees to perform the above-described work in accordance with the above terms and in compliance with applicable sections of the Project Documents. The amount of the charges under this Change Order is limited to the charges allowed under Article 59 of the General Conditions. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the contract time due Contractor arising out of the change in the work covered by this Change Order, unless otherwise provided in this Change Order.

No additions or deletions to this Change Order shall be allowed, except with written permission of District. Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising from this Change Order.

(continued on next page)

This Change Order is hereby agreed to, accepted and approved.

CONTRACTOR

By: Mitch Marinescu
Signature

MITCH MARINESCU
Print Name

PRINCIPAL
Title

12/15/21
Date

DISTRICT

By: _____
Signature

Nancy C. Nien
Print Name

Assistant Superintendent, Business
Title

Date

ARCHITECT

By: 
Signature

SUSHILA GHATAODE
Print Name

PARTNER
Title

12/17/2021
Date



WORK ORDER

Project Name: Magnolia HS - Relocation of 9 Portable Classrooms

PO #

Project Number: Bid No. 2022-01

DSA #04-120288

To: Mobile Modular Construction

PO Box 5808

Orange, CA 92683

Work Order

#001

You are directed to make the following changes in the contract. All work shall be performed subject to all the conditions as contained in our Contract above as fully as if same were repeated in this Work Order. This Work Order shall constitute a full and final settlement of any and all claims you have arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein

COP #	Description	Dollar Value
1	RFI 7/CCD-001: Replace Fire Alarm Devices with Hochiki to match existing at school site.	\$4,414.00
2	RFI #9: Electrical Panel Mounting	\$1,290.00
3	CCD-001: Parking Space Revisions and Striping	\$2,832.00
4	RFI 2: Credit for Asphalt Overlay	(\$7,500.00)
5	Credit for Ribbon Gutter	(\$5,000.00)
6	Grade and Asphalt under Existing Portable (Rm 915)	\$28,964.00
Work Order Total		\$25,000.00

Not Valid until signed by the Owner.

Contractor agrees to furnish all labor and materials and perform all of the above-described Work in accordance with applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$100,000.00. The adjustment in Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in Work covered by this Work Order unless otherwise provided in this Work Order.

COST:

☒ Lump Sum \$25,000.00

☐ Not to Exceed _____

☐ Time and Materials. Submit daily time and material equipment documentation on TIME & MATERIAL DAILY EXTRA WORK REPORT forms

☐ Submit quotations promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review, and will be resolved to be mutually agreeable

☐ In accordance with contract unit prices

TIME:

☒ No Change ☐ Impact unknown at this time ☐ Impact to contract completion date is estimated at 0 days

☐ Will not change completion date but is expected to impact durations of specific CPM activities.

(Activity Nos. _____ days _____)

The contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work.

These activities will be reviewed and approved in accordance with the contractor's weekly and monthly schedule submittals

Name/Signature	Date
AUHSD Assistant Superintendent, Business, Nancy Nien	11-23-21
AUHSD Director of Facilities, Patricia Neely	11/23/21
Contractor, Mobile Modular Construction Mitch Marinescu	11/19/21
Architect, GBA, Jason Hernandez	11/19/2021
Project Manager, AUHSD, Leah Jason	11/22/2021
IOR, Knowland Construction	11-19-21

AGREEMENT FOR ENGINEERING SERVICES**1 PARTIES AND DATE.**

This Agreement is made and entered into this 14th day of January, 2022 by and between the **Anaheim Union High School District**, a public school district organization organized under the laws of the State of California with its principal place of business at 501 Crescent Way Anaheim CA 92801 (“District”) and **T. MITCHELL ENGINEERING, INC.** a Corporation, with one or more engineers licensed to practice in the State of California and with its principal place of business at 14256 Doolittle Drive, San Leandro, CA 92868 (“Engineer”). District and Engineer are sometimes individually referred to as “Party” and collectively as “Parties.”

2 RECITALS.

2.1 District. District is a public school district organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Engineer. Engineer desires to perform and assume responsibility for the provision of certain professional Engineering services required by the District on the terms and conditions set forth in this Agreement. Engineer warrants that it is fully licensed, qualified, and willing to perform the services required by this Agreement; provided, however, that if Engineer is a corporation or other organization, the Project Engineer designated pursuant to Section 3.2, and not the Engineer itself, shall be fully licensed to practice as an Engineer in the State of California.

2.3 Project. District desires to engage Engineer to render such services for the Full Design of an AUHSD Compressed Natural Gas/Renewable Natural Gas (CNG?RNG) Fueling Station as set forth in this Agreement and to be specifically defined by approved proposals.

3 TERMS

3.1 Employment of Engineer. Engineer promises and agrees to furnish to District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional engineering and related services necessary for the full and adequate completion of the Project consistent with the provisions of this Agreement (hereinafter referred to as “Services”). The Services are more particularly described throughout this Agreement, including Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, any exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. All Services performed by Engineer shall be subject to the sole and discretionary approval of the District for compliance with the Standard of Care as defined in the Agreement and in

conformance with this Agreement, which approval shall not be unreasonably withheld.

3.2 Project Engineer; Key Personnel.

3.2.1 Project Engineer. The Project Engineer shall: (1) maintain oversight of the Services at all times; (2) have full authority to represent and act on behalf of the Engineer for all purposes under this Agreement; (3) supervise and direct the Services using his or her best skill and attention; (4) be responsible for the means, methods, techniques, sequences and procedures used for the Services; (5) adequately coordinate all portions of the Services; and (6) act as principal contact with District and all contractors, consultants, engineers and inspectors on the Project. Any change in the Project Engineer shall be subject to the District's prior written approval, which approval shall not be unreasonably withheld. The new Project Engineer shall be of at least equal competence as the prior Project Engineer. In the event that District and Engineer cannot agree as to the substitution of a new Project Engineer, District shall be entitled to terminate this Agreement for cause.

3.2.2 Key Personnel. In addition to the Project Engineer, Engineer has represented to the District that certain additional key personnel, engineers and consultants will perform the Services under this Agreement. Should one or more of such personnel, engineers or consultants become unavailable, Engineer may substitute others of at least equal competence upon written approval of the District. In the event that District and Engineer cannot agree as to the substitution of key personnel, engineers or consultants, District shall be entitled to terminate this Agreement for cause. As discussed below, any personnel, engineers or consultants who fail or refuse to perform the Services in a manner acceptable to the District, or who are determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Engineer at the request of the District.

3.3 Hiring of Consultants and Personnel.

3.3.1 Right to Hire or Employ. Engineer shall have the option, unless District objects in writing after notice, to employ at its expense engineers, experts or other consultants qualified and licensed to render services in connection with the planning and/or administration of the Project, and to delegate to them such duties as Engineer may delegate without relieving Engineer from administrative or other responsibility under this Agreement. Engineer shall be responsible for the coordination and cooperation of Engineer's experts or other consultants. All consultants, including changes in consultants, shall be subject to approval by District in its sole and reasonable discretion. Engineer shall notify District of the identity of all consultants at least fourteen (14) days prior to their commencement of work in order to allow District time to review their qualifications and decline consent to their participation on the Project if deemed necessary by District in its sole and reasonable discretion.

3.3.2 Qualification and License. All engineers, experts and other consultants retained by Engineer in performance of this Agreement shall be qualified to perform the Services assigned to them, and shall be licensed to practice in their respective professions, where required by law.

3.3.3 Standards and Insurance. All engineers, experts and other consultants hired by Engineer shall be required to meet the same standards and insurance requirements set forth in this Agreement, unless other standards or requirements are approved by the District in writing. Unless changes are approved in writing by the District, Engineer's agreements with its consultants shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.3.4 Assignments or Staff Changes. Engineer shall promptly obtain written District approval of any assignment, reassignment or replacement of such engineers, experts and consultants, or of other staff changes of key personnel working on the Project. As provided in the Agreement, any changes in Engineer's consultants and key personnel shall be subject to approval by District.

3.4 Standard of Care.

3.4.1 Standard of Care. Engineer shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals qualified to perform the Services in the same discipline in the State of California, and shall be fully responsible to District for any damages to District and delays to the Project as specified in the indemnification provision of this Agreement. Without limiting the foregoing, Engineer shall be fully responsible to the District for any increased costs incurred by the District as a result of any such delays in the design or construction of the Project. Engineer represents and maintains that it is skilled in the professional calling necessary to perform the Services. Engineer warrants that all of its employees, engineers, experts and other consultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Engineer represents that it, its employees, engineers, experts and other consultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services assigned to or rendered by them, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Engineer shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Engineer's failure to comply with the standard of care provided for herein.

3.4.2 Performance of Employees. Any employee or consultant who is reasonably determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee or consultant who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Engineer and shall not be re-employed to perform any of the Services or to work on the Project.

3.5 Laws and Regulations.

3.5.1 Knowledge and Compliance. Engineer shall keep itself fully informed of and in compliance with all applicable local, state and federal laws, rules and regulations in any manner affecting the performance of the Services or the Project, and shall give all notices required of the Engineer by law. Engineer shall be liable, pursuant to the standard of care and

indemnification provisions of this Agreement, for all violations of such laws and regulations in connection with its Services. If the Engineer performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Engineer shall be solely responsible for all costs arising there from. Engineer shall defend, indemnify and hold District, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.5.2 Drawings and Specifications. Engineer shall cause all drawings and specifications to conform to any applicable requirements of federal, state and local laws, rules and regulations, including, but not limited to, the California Building Code, the California Education Code, Titles 19, 21 and 24 of the California Code of Regulations, and any requirements of the Division of State Architect (including structural safety, fire/life safety and access compliance section), the State Department of Education, the California Department of General Services and local jurisdictions, in effect as of the time the drawings and specifications are prepared or revised during the latest phase of the Services described in Exhibit “A” attached hereto. Any significant revisions made necessary by changes in such laws, rules and regulations, which were not known or reasonably should not have been known, by Engineer may be compensated as Additional Services. Engineer shall cause the necessary copies of such drawings and specifications to be filed with any governmental bodies with approval jurisdiction over the Project, in accordance with the Services described in Exhibit “A” attached hereto.

3.5.3 Americans with Disabilities Act. Engineer will use its best professional efforts to interpret all applicable federal, state and local laws, rules and regulations with respect to access, including those of the Americans with Disabilities Act (“ADA”). Engineer shall inform District of the existence of inconsistencies of which it is aware or reasonably should be aware between federal and state accessibility laws, rules and regulations, as well as any other issues which are subject to conflicting interpretations of the law, and shall provide District with its interpretation of such inconsistencies and conflicting interpretations. Unless Engineer brings such inconsistencies and conflicting interpretations to the attention of the District and requests District’s direction on how to proceed, the Engineer’s interpretation of such inconsistencies and conflicting interpretations shall be the sole responsibility and liability of Engineer, and the Engineer shall correct all plans, specifications and other documents prepared for the Project at no additional cost if its interpretations are shown to be incorrect. If Engineer brings such inconsistencies and conflicting interpretations to the attention of the District and request’s District’s direction on how to proceed, Engineer shall be responsible to the District only pursuant to the indemnification provision of this Agreement. District acknowledges that the requirements of the federal and state accessibility laws are subject to various and possibly contradictory interpretations, and that the Engineer cannot warrant or guarantee that its interpretation will be correct. Engineer will adhere to the standard of care provided for in this Agreement and will use its reasonable professional efforts and judgment in making its interpretations.

3.5.4 Permits, Approvals and Authorizations. Engineer shall provide District with a list of all permits, approvals or other authorizations required for the Project from all federal, state or local governmental bodies with approval jurisdiction over the Project. Engineer shall then assist the District in obtaining all such permits, approvals and other authorizations. The costs of such permits, approvals and other authorizations shall be paid by the District.

3.6 Independent Contractor.

3.6.1 Control and Payment of Subordinates. District retains Engineer on an independent contractor basis and Engineer is not an employee of District. Engineer is not an employee for state tax, federal tax or any other purpose, and is not entitled to the rights or benefits afforded to District's employees. Any additional personnel performing the Services under this Agreement on behalf of Engineer shall also not be employees of District, and shall at all times be under Engineer's exclusive direction and control. Engineer shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Engineer shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.7 Schedule of Services.

3.7.1 Timely Performance Standard. The District shall approve proposals from the Engineer, incorporating the terms and conditions set forth herein, with any noted exceptions, authorizing the Engineer to proceed with the work described therein. The District shall not be liable for payment for any work performed by the Engineer for which the District has not given written approval. Engineer shall perform all Services hereunder as expeditiously as is consistent with professional skill and care, as well as the orderly progress of the Project work so as not to be the cause, in whole or in part, of delays in the completion of the Project or in the achievement of any Project milestones, as provided herein. Specifically, Engineer shall perform its Services so as to allow for the full and adequate completion of the Project within the time required by the District and within any completion schedules adopted for the Project. Engineer agrees to coordinate with District's staff, contractors and consultants in the performance of the Services, and shall be available to District's staff, contractors and consultants at all reasonable times.

3.7.2 Performance Schedule. Engineer shall prepare an estimated time schedule for the performance of Engineer's Services, to be adjusted as the Project proceeds. Such schedule shall be subject to the District's review and approval, which approval shall not be unreasonably withheld, and shall include allowances for periods of time required for District's review and approval of submissions, and for approvals of authorities having jurisdiction over Project approval and funding. If District and Engineer cannot mutually agree on a performance schedule, District shall have the authority to immediately terminate this Agreement. The schedule, including any excusable delays, shall not be exceeded by Engineer without the prior written approval of District. If the Engineer's Services are not completed within the time provided by the agreed upon performance schedule, or any milestones established therein, it is understood, acknowledged and agreed that the District will suffer damage for which the Engineer will be responsible pursuant to the indemnification provision of this Agreement.

3.7.3 Excusable Delays. Any delays in Engineer's work caused by the following shall be added to the time for completion of any obligations of Engineer: (1) the actions of District or its employees; (2) the actions of those in direct contractual relationship with District; (3) the actions of any governmental agency having jurisdiction over the Project; (4) the

actions of any parties not within the reasonable control of the Engineer; and (5) any act of God or other unforeseen occurrence not due to any fault or negligence on the part of Engineer.

3.7.4 Request for Excusable Delay Credit. The Engineer shall, within ten (10) calendar days of the beginning of any excusable delay (unless District grants in writing a further period of time to file such notice prior to the date of final payment under the Agreement), notify the District in writing of the causes of delay. District will then ascertain the facts and the extent of the delay, and grant an extension of time for completing the Services when, in its sole and reasonable judgment, the findings of fact justify such an extension. The District's findings of fact thereon shall be final and conclusive on the parties. Extensions of time shall apply only to that portion of the Services affected by the delay and shall not apply to other portions of the Services not so affected. If Additional Services are required as a result of an excusable delay, the parties shall mutually agree thereto pursuant to the Additional Services provision of this Agreement. Should Engineer make an application for an extension of time, Engineer shall submit evidence that the insurance policies required by this Agreement remain in effect during the requested additional period of time.

3.8 Additional Engineering Services.

3.8.1 Request for Services. At District's request, Engineer may be asked to perform services not otherwise included in this Agreement, not included within the basic services listed in Exhibit "A" attached hereto, and/or not customarily furnished in accordance with generally accepted Engineering practices.

3.8.2 Definition. As used herein, "Additional Services" mean: (1) any work which is determined by District to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary for the Engineer to perform at the execution of this Agreement; or (2) any work listed as Additional Services in Exhibit "A" attached hereto. Engineer shall not perform, nor be compensated for, Additional Services without prior written authorization from District and without an agreement between the District and Engineer as to the scope and compensation to be paid for such services. District shall pay Engineer for any approved Additional Services, pursuant to the compensation provisions herein, so long as such services are not made necessary through the fault of Engineer pursuant to the indemnification provision of this Agreement.

3.8.3 Examples of Additional Services. Such Additional Services shall not include any redesign or revisions to drawings, specifications or other documents when such revisions are necessary in order to bring such documents into compliance with applicable laws, rules, regulations or codes of which Engineer was aware or should have been aware pursuant to the laws and regulations provision of this Agreement above. Such Additional Services may include, but shall not be limited to:

3.8.3.1 Separately Bid Portions of Project. Plan preparation and/or administration of work on portions of the Project separately bid.

3.8.3.2 Fault of Contractor. Services caused by delinquency, default or insolvency of contractor, or by major defects in the work of the contractor, provided that any

such services made necessary by the failure of Engineer to detect and report such matters when it reasonably should have done so shall not be compensated.

3.8.3.3 Inconsistent Approvals or Instructions. Revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given and are due to causes beyond the control of Engineer.

3.8.3.4 Legal Proceedings. Serving as an expert witness on District's behalf or attending legal proceedings to which the Engineer is not a party.

3.8.3.5 Damage Repair. Supervision of repair of damages to any structure.

3.8.3.6 Extra Environmental Services. Additional work required for environmental conditions (e.g. asbestos or site conditions) not already contemplated within the Engineer's services for the Project.

3.8.3.7 Inspection Services. Professional inspection services, as required, in strict accordance with all applicable local, state and federal laws, rules and regulations.

3.9 District Responsibilities. District's responsibilities shall include the following:

3.9.1 Data and Information. District shall make available to Engineer all necessary data and information concerning the purpose and requirements of the Project, including scheduling and budget limitations, objectives, constraints and criteria. As part of the budget limitation information, the District shall provide the Engineer with a preliminary construction budget ("District's Preliminary Construction Budget").

3.9.2 Bid Phase. Distribute or delegate to others, included but not limited to the Engineer, Final Construction Bid Documents to bidders and conduct the opening and review of bids for the Project.

3.9.3 Testing. Retain consultant(s) to conduct chemical, mechanical, soils, geological or other tests required for proper design of the Project, and furnish such surveys, borings, test pits, and other tests as may be necessary to reveal conditions of the site which must be known to determine soil condition or to ensure the proper development of the required drawings and specifications.

3.9.4 Required Inspections and Tests. Retain consultant(s) to conduct materials testing and inspection, as required by Title 21 of the California Code of Regulations, or to conduct any other environmental or hazardous materials testing and inspection pursuant to any other applicable laws, rules or regulations.

3.9.5 Fees of Reviewing or Licensing Agencies. Directly pay or reimburse the payment of all fees required by any reviewing or licensing agency, or other agency having approval jurisdiction over the Project.

3.9.6 District's Representative. Designate a person to act as its representative for the performance of this Agreement ("District's Representative"). The District's

Representative shall be authorized to act as liaison between Engineer and District in the administration of this Agreement and the Construction Documents, and shall have the power to act on behalf of the District for all purposes under this Agreement. Such person shall assist Engineer in observing construction of the Project and participating in the preparation of the Punch List Items required by Exhibit "A" attached hereto. District may designate new and/or different individuals to act as District's Representative from time to time. The District's Representative shall render decisions in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of the Services, as provided in the excusable delay provisions of this Agreement above.

3.9.7 Review and Approve Documents. Review all documents, including change orders and other matters requiring approval by the District Council or other officials. District shall advise Engineer of decisions pertaining to such documents within a reasonable time after submission, so as not to cause unreasonable delay as provided in the excusable delay provisions of this Agreement above.

3.10 Compensation.

3.10.1 Engineer's Compensation for Basic Services. Subject to adjustment under Exhibit "B" attached hereto, District shall pay to Engineer, for the performance of all Services rendered under this Agreement, a not to exceed amount of **THIRTY-EIGHT THOUSAND DOLLARS (38,000)** in incremental amounts set forth in approved proposals prior to performance of Services as described herein ("Total Compensation"). The Total Compensation shall constitute complete and adequate payment for the Services Provided under this Agreement.

3.10.2 Payment for Basic Service. In compliance with Civil Code Section 3320, District shall make progress payments to Engineer monthly upon receipt of Engineer's statement on account of compensation for Basic Services. The amount of the progress payment shall be the fraction of estimated compensation for Basic Services for the particular phase, which fraction has the services performed that month as the numerator and the total services required within the particular phase as the denominator. The payments shall be such that the total of all progress payments made shall not exceed the following percentages (cumulative, by phases) of the total compensation to be paid to Engineer at various phases for Basic Services:

Final Schematic Design Phase completed	10%
Design Development Phase completed	27%
Construction Documents Phase completed	62%
DSA/Agency Approval Phase completed	67%
Bidding Phase completed	69%
Construction Administration Phase completed	94%
DSA Certification / Project Close-Out Phase completed	100%

3.10.3 Payment for Additional Services. Additional Services may be authorized pursuant to the applicable provisions of this Agreement. If authorized, such Additional Services will be compensated at the rates and in the manner set forth in Exhibit "B" attached hereto and

incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the parties. Engineer shall be paid for Additional Services, as defined by this Agreement, so long as they have been approved in advance by the District. If District requires Engineer to hire consultants to perform any Additional Services, Engineer shall be compensated therefore at the rates and in the manner set forth in Exhibit "B" attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the parties. District shall have the authority to review and approve the rates of any such consultants. In addition, Engineer shall be reimbursed for any expenses incurred by such consultants pursuant to the terms and conditions of Section 3.10.4.

3.10.4 Reimbursable Expenses. Reimbursable expenses are in addition to compensation for the Services and Additional Services. Engineer shall not be reimbursed for any expenses unless authorized in writing by District, which approval may be evidenced by inclusion in Exhibit "B" attached hereto. Such reimbursable expenses shall include only those expenses which are reasonably and necessarily incurred by Engineer in the interest of the Project. Engineer shall be required to acquire prior written consent in order to obtain reimbursement for the following: (1) extraordinary transportation expenses incurred in connection with the Project; (2) out-of-town travel expenses incurred in connection with the Project; (3) fees paid for securing approval of authorities having jurisdiction over the Project; (4) additional document duplication costs in excess of the number of sets set forth in Exhibit "A" and (5) other costs, fees and expenses not specifically allowed under this agreement or a part of an approved proposal.

3.10.5 Payment to Engineer. Engineer's compensation and reimbursable expenses shall be paid by District to Engineer no more often than monthly. Such periodic payments shall be made based upon the percentage of work completed, and in accordance with the compensation rates indicated in Exhibit "B" attached hereto and incorporated herein by reference. In order to receive payment, Engineer shall present to District an itemized statement which indicates Services performed, percentage of Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement, as well as those expenses for which reimbursement is requested for that statement period. District shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the parties in a mutually agreeable manner.

Payments made for Additional Services shall be made in installments, not more often than monthly, proportionate to the degree of completion of such services or in such other manner as the parties shall specify when such services are agreed upon, and in accordance with any authorized fee or rate schedule. In order to receive payment, Engineer shall present to District an itemized statement which indicates the Additional Services performed, percentage of Additional Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Additional Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. District shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon pursuant to the provisions of Civil

Code Section 3320. Disputed amounts shall be resolved by the parties in a mutually agreeable manner. Upon cancellation or termination of this Agreement, Engineer shall be compensated as set forth in the termination provision herein.

3.10.6 Withholding Payment to Engineer. The District may withhold payment, in whole or in part, to the extent reasonably necessary to protect the District from claims, demands, causes of action, costs, expenses, liabilities, losses, damages, or injuries of any kind to the extent arising out of or caused by the intentional or negligent acts, errors or omissions protected under the indemnification provisions of this Agreement. Failure by District to deduct any sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District may keep any monies which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefore, to the payment of any expenses, losses, or damages as determined by the District, incurred by the District for which Engineer is liable under the Agreement or state law. Payments to the Engineer for compensation and reimbursable expenses due shall not be contingent on the construction, completion or ultimate success of the Project. Payment to the Engineer shall not be withheld, postponed, or made contingent upon receipt by the District of offsetting reimbursement or credit from parties not within the Engineer's reasonable control.

3.10.7 Prevailing Wages. Engineer is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Engineer agrees to fully comply with and to require its consultants to fully comply with such Prevailing Wage Laws. District shall provide Engineer with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Engineer shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Engineer's principal place of business and at the Project site. Engineer shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure of the Engineer or its consultants to comply with the Prevailing Wage Laws.

3.11 Notice to Proceed.

Engineer shall not proceed with performance of any Services under this Agreement unless and until the District provides a written notice to proceed.

3.12. Termination, Suspension and Abandonment.

3.12.1 District's Termination for Convenience; Engineer's Termination for Cause. District hereby reserves the right to suspend or abandon, at any time and for any reason,

all or any portion of the Project and the construction work thereon, or to terminate this Agreement at any time with or without cause. Engineer shall be provided with at least seven (7) days advanced written notice of such suspension, abandonment or termination. In the event of such suspension, abandonment or termination, Engineer shall be paid for Services and reimbursable expenses rendered up to the date of such suspension, abandonment or termination, pursuant to the schedule of payments provided for in this Agreement, less any claims against or damages suffered by District as a result of the default, if any, by Engineer. Engineer hereby expressly waives any and all claims for damages or compensation arising under this Section 3.12, except as set forth herein, in the event of such suspension, abandonment or termination. Engineer may terminate this Agreement for substantial breach of performance by the District, such as failure to make payment to Engineer as provided in this Agreement.

3.12.2 District's Suspension of Work. If Engineer's Services are suspended by District, District may require Engineer to resume such Services within ninety (90) days after written notice from District. When the Project is resumed, the Total Compensation and schedule of Services shall be equitably adjusted upon mutual agreement of the District and Engineer.

3.12.3 Documents and Other Data. Within Seven (7) calendar days following suspension, abandonment or termination of this Agreement, Engineer shall provide to District all preliminary studies, sketches, working drawings, specifications, computations, and all other Project Documents, as defined below, to which District would have been entitled at the completion of Engineer's Services under this Agreement. Upon payment of the amount required to be paid to Engineer pursuant to the termination provisions of this Agreement, District shall have the rights, as provided in this Agreement hereinafter, to use such Project Documents prepared by or on behalf of Engineer under this Agreement. In the event of a dispute regarding the amount of compensation to which the Engineer is entitled under the termination provisions of this Agreement, the Parties shall be subject to Section 3.19 of this Agreement and Engineer shall provide all Project Documents to District upon payment of the undisputed amount. Engineer shall have no right to retain or fail to provide to District any such documents pending resolution of the dispute. Engineer shall make such documents available to District without additional compensation other than as may be approved as a reimbursable expense.

3.12.4 Employment of other Engineers. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.13 Ownership and Use of Documents; Confidentiality.

3.13.1 Ownership. Pursuant to California Education Code section 17316 and the requirements of the District, all plans, specifications, original or reproducible transparencies of working drawings and master plans, preliminary sketches, Engineering presentation drawings, structural computations, estimates and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded on computer diskettes (hereinafter referred to as the "Project Documents") shall be and

remain the property of District. Although the official copyright in all Project Documents shall remain with the Engineer or other applicable subcontractors or consultants, the Project Documents shall be the property of District whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, Engineer shall provide to District copies of all Project Documents required by District. In addition, Engineer shall retain copies of all Project Documents on file for a minimum of five (5) years following completion of the Project, and shall make copies available to District upon the payment of reasonable duplication costs. Before destroying the Project Documents following this retention period, Engineer shall make a reasonable effort to notify District and provide District with the opportunity to obtain the documents.

3.13.2 Right to Use. Engineer grants to District the right to use and reuse all or part of the Project Documents, at District's sole discretion with no additional compensation to Engineer, for the construction of all or part of this Project. District is not bound by this Agreement to employ the services of Engineer in the event such documents are used or reused. District shall be able to use or reuse the Project Documents for their intended purposes or to otherwise complete this Project, if necessary, without risk of liability to the District. However, any use or reuse by District of the Project Documents for other than their intended use or on any project other than this Project without employing the services of Engineer shall be at District's own risk. If District uses or reuses the Project Documents on any project other than this Project, it shall remove the Engineer's seal from the Project Documents and indemnify and hold harmless Engineer and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Project Documents on such other project. Engineer shall be responsible and liable for its Project Documents, pursuant to the terms of this Agreement, only with respect to the condition of the Project Documents at the time they are provided to the District upon completion, suspension, abandonment or termination. Engineer shall not be responsible or liable for any revisions to the Project Documents made by any party other than Engineer, a party for whom the Engineer is legally responsible or liable, or anyone approved by the Engineer.

3.13.3 License. This Agreement creates a non-exclusive and perpetual license for District to copy, use, modify or reuse any and all Project Documents and any intellectual property rights therein. Engineer shall require any and all subcontractors and consultants to agree in writing that District is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.

3.13.4 Right to License. Engineer represents and warrants that Engineer has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Project Documents that Engineer prepares or causes to be prepared pursuant to this Agreement. Engineer shall indemnify and hold District harmless pursuant to the indemnification provisions of this Agreement for any breach of this Section. Engineer makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates or other documents that were prepared by design professionals other than Engineer and provided to Engineer by District.

3.13.5 Confidentiality. All Project Documents, either created by or provided to Engineer in connection with the performance of this Agreement, shall be held confidential by

Engineer to the extent they are not subject to disclosure pursuant to the Public Records Act. All Project Documents shall not, without the written consent of District, be used or reproduced by Engineer for any purposes other than the performance of the Services. Engineer shall not disclose, cause or facilitate the disclosure of the Project Documents to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Engineer which is otherwise known to Engineer or is generally known, or has become known, to the related industry shall be deemed confidential. Engineer shall not use District's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the written consent of District.

3.14 Indemnification.

Engineer shall defend, indemnify and hold District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of or incident to any intentional or negligent acts, errors or omissions of Engineer, its officials, officers, employees, subcontractors, consultants or agents in the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and reasonable attorney's fees, expert witness fees and other related costs and expenses of defense.

The District shall defend, indemnify and hold Engineer, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of or incident to any intentional or negligent acts, errors or omissions of District, its officials, officers, employees, subcontractors, consultants or agents in the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and reasonable attorney's fees, expert witness fees and other related costs and expenses of defense.

3.15 Insurance.

3.15.1 Time for Compliance. Engineer shall not commence Services under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this Section.

3.15.2 Minimum Requirements. Engineer shall, at its expense, procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Engineer, its officials, officers, agents, representatives, employees or subcontractors. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto);

(3) *Workers' Compensation and Employers' Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; and (4) *Professional Liability*: Coverage which is appropriate to the Engineer's profession, or that of its consultants or subcontractors.

(B) Minimum Limits of Insurance. Coverage shall provide limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; (3) *Workers' Compensation and Employer's Liability*: Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of \$1,000,000 per accident for bodily injury or disease; and (4) *Professional Liability*: Not less than \$1,000,000 per claim.

3.15.3 Professional Liability. Engineer and its consultants and subcontractors shall procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance with limits discussed in this Section. This insurance shall be endorsed to include contractual liability.

3.15.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Engineer shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall be endorsed to state that: (A) the District, its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the performance of the Agreement by the Engineer, its officials, officers, agents, representatives, employees or subcontractors, including materials, parts or equipment furnished in connection with such services; and (B) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Engineer's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees and agents shall be excess of the Engineer's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (A) the District, its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Engineer or for which the Engineer is responsible; and (B) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Engineer's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees and agents shall be excess of the Engineer's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees and agents for losses paid under the terms of the insurance policy which arise from work performed by the Engineer.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its directors, officials, officers, employees and agents.

3.15.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees and agents.

3.15.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District. Engineer shall guarantee that, at the option of the District, either: (A) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officials, officers, employees and agents; or (B) the Engineer shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.15.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to the District.

3.15.8 Verification of Coverage. Engineer shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the District, if requested. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.15.9 Subcontractor and Consultant Insurance Requirements. Engineer shall not allow any of its engineers, experts or other consultants to commence work on any subcontract until they have provided evidence satisfactory to the District that they have secured all insurance required under this Section. If requested by Engineer, District may approve different scopes or minimum limits of insurance for particular engineers, experts or other consultants. Unless otherwise approved by the District, the engineers, experts and other consultants shall comply with each and every provision of this Section.

3.16 Records.

Engineer shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable.

Engineer shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Engineer shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

3.17 Standardized Manufactured Items.

Engineer shall cooperate and consult with District in the use and selection of manufactured items on the Project, including but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials and floor coverings. All such manufactured items shall be standardized to District's criteria to the extent such criteria do not interfere with building design.

3.18 Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above and as determined at the time the schematic drawings and site utilization plans are approved. Any subsequent construction at the site of the Project, or at any other District site, will be covered by, and be the subject of, a separate Agreement for Engineering services between District and the Engineer chosen therefore by District.

3.19 Dispute Resolution.

In the unlikely event of a dispute, each person signing this Agreement (or his or her successor) shall mutually attempt resolution first by informal face-to-face negotiations. If mutually agreeable to the parties, any remaining disputes shall be submitted to a mutually agreeable independent third-party for mediation, whose decision of the dispute shall be final and binding on all parties. The type and process of mediation to be utilized shall be subject to the mutual agreement of the parties.

3.20 Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Engineer shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of District. Any attempted assignment without such consent shall be invalid and void.

3.21 Asbestos Certification.

Engineer shall certify to District, in writing and under penalty of perjury, that to the best of its knowledge, information and belief no asbestos-containing material or other material deemed to be hazardous by the state or federal government was specified as a building material in any construction document that the Engineer prepares for the Project. Engineer shall require all consultants who prepare any other documents for the Project to submit the same

written certification. Engineer shall also assist the District in ensuring that contractors provide District with certification, in writing and under penalty of perjury, that to the best of their knowledge, information and belief no material furnished, installed or incorporated into the Project contains asbestos or any other material deemed to be hazardous by the state or federal government. These certifications shall be part of the final Project submittal. Engineer shall include statements in its specifications that materials containing asbestos or any other material deemed to be hazardous by the state or federal government are not to be included.

3.22 No Third Party Rights.

This Agreement shall not create any rights in, or inure to the benefits of, any third party except as expressly provided herein.

3.23 Governing Law.

This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. Venue shall be in Los Angeles County.

3.24 Entire Agreement.

This Agreement, with its exhibits, contains the entire agreement of the parties hereto, and supersedes any and all other prior or contemporaneous negotiations, understandings and oral or written agreements between the parties hereto. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all parties hereto.

3.25 Severability.

Should any provision in the Agreement be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

3.26 Non-Waiver.

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

3.27 Safety.

Engineer shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Engineer shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees, consultant and subcontractors appropriate to the nature of the work and the conditions under which the work is to be performed.

3.28 Delivery of Notices.

All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**ENGINEER: T. MITCHELL ENGINEERING, INC.
14256 DOOLITTLE DRIVE
SAN LEANDRO, CA 94577
ATTENTION: THOMAS D. MITCHELL, P.F.
PRINCIPAL**

**DISTRICT: ANAHEIM UNION HIGH SCHOOL DISTRICT
P.O. BOX 3520
501 CRESCENT WAY
ANAHEIM, CA 92803-3520
ATTENTION: NANCY NIEN, PH.D.
ASSISTANT SUPERINTENDENT, BUSINESS**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.29 Attorney's Fees.

If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other reasonable costs of such action, including expert witness fees and expenses.

3.30 Time of Essence.

Time is of the essence for each and every provision of this Agreement.

3.31 District's Right to Employ Other Consultants.

District reserves right to employ other consultants, including Engineers, in connection with this Project or other projects.

3.32 Prohibited Interests.

3.32.1 Solicitation. Engineer warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Engineer, to solicit or secure this Agreement. Further, Engineer warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Engineer, any

fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability.

3.32.2 Conflict of Interest. For the term of this Agreement, no director, official, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising there from.

3.33 Equal Opportunity Employment.

Engineer represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or any other classification protected by federal or state law. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Engineer shall also comply with all relevant provisions of District's minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.34 Disabled Veteran Business Enterprise Certification. If required for this Project, Engineer shall provide proof of DVBE compliance, in accordance with any applicable policies of the District or the State Allocation Board, within thirty (30) days of its execution of this Agreement. If Engineer fails to comply with this requirement, the Agreement shall be deemed canceled.

3.35 Labor Certification.

By its signature hereunder, Engineer certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.36 Subcontracting.

As specified in this Agreement, Engineer shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to each and every provision of this Agreement.

3.37 Supplemental Conditions.

Any supplemental conditions shall be attached as an exhibit to this Agreement, and that exhibit shall be incorporated herein by reference.

3.38 Drug/Tobacco Free Facilities. All District facilities are drug and tobacco free facilities. Any drug and/or tobacco use (smoked or smokeless) is prohibited at all times on all areas of District facilities.

3.39 Fingerprinting Requirements. Unless exempted, Engineer shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Engineer shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. To this end, the Engineer and its consultants must provide for the completion of the certification form attached hereto as Exhibit "C" and incorporated herein by reference prior to any of the Engineer's employees, or those of any other consultants, coming into contact with the District's pupils.

3.40 Exhibits and Recitals. All Exhibits and Recitals contained herein and attached hereto are material parts of this Agreement and are incorporated as if fully set forth herein by this reference.

3.41 Authority to Execute. The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

**ANAHEIM UNION HIGH SCHOOL
DISTRICT**

T. MITCHELL ENGINEERING, INC.

By: _____
Nancy Nien, Ph.D.
Assistant Superintendent, Business

By: _____
Thomas D. Mitchell, P.F.
Principal

EXHIBIT “A”

ENGINEER’S SCOPE OF SERVICES

1. GENERAL REQUIREMENTS.

1.1 Basic Services. Engineer agrees to perform all the necessary professional engineering (e.g. mechanical, electrical, plumbing, structural, site engineering, and any other necessary engineering services) and construction administration services for the Project in a timely and professional manner, consistent with the standards of the profession, including those provided for herein (See EXHIBIT “D” for Base Scope of Work).

1.2 Exclusions from Basic Services. The following services shall be excluded from the basic services listed above: soils engineering, geotechnical services, hazardous waste or toxic substance engineering.

1.3 Additional Services. Engineer shall perform the following Additional Services for the Project: NOT APPLICABLE

1.4 Communication with District. Engineer shall participate in consultations and conferences with authorized representatives of District and/or other local, regional, or state agencies concerned with the Project, which may be necessary for the completion of the Project or the development of the drawings, specifications and documents in accordance with the applicable standards and requirements of law and the District. Such consultations and conferences shall continue throughout the planning and construction of the Project and the contractor’s warranty period. Engineer shall take direction only from the District’s Representative, or any other representative specifically designated by the District for this Project, including any program or project manager hired by the District.

1.5 Coordination and Cooperation with Program/Project Manager. The District may hire a program/project manager to administer and coordinate all or any part of the Project on its behalf. If the District does so, it shall provide a copy of its agreement with the program/project manager so that the Engineer will be fully aware of the duties and responsibilities of the program/project manager. The Engineer shall cooperate with the program/project manager and respond to any requests or directives authorized by the District to be made or given by the program/project manager. The Engineer shall request clarification from the District in writing if the Engineer should have any questions regarding the authority of the program/project manager.

1.6 Prints and Electronic Copies. The Engineer shall Provide:

1.6.1 Prints. All prints of documents required for design, development, and coordination by Engineer and its consultants shall be furnished by Engineer. All prints for government approval shall be furnished by Engineer as described in sections 3.4, 4.2 and 5.5.

1.6.2 Electronic Copies. All electronic files, including BIM (only when required) plans, drawings, specifications, and other documents prepared by Engineer or the Engineer's consultants during the course of the Project shall be provided to the District at no additional cost to the District. District may request that such documents be delivered in REVIT (or AUTOCAD), when used, with all X-refs, and pen weights and vector files in PDF with true type fonts, PDF files, or other format approved by the District. In addition, the Engineer shall provide the District with a BIM format diskette file with all layers unprotected so the District may utilize the files. It is expressly understood that the release of the underlying BIM document is for the limited use only for the Project (unless otherwise agreed to in writing) and that changes that are made to the underlying BIM documents are not the responsibility of the Engineer.

2. INITIAL PLANNING PHASE.

During the initial planning phase of the Project, Engineer shall do all of the following, as well as any incidental services thereto:

2.1 Project Feasibility. Provide advice and assistance to District in determining the feasibility of the Project, analysis of the type and quality of materials and construction to be selected, the site location, and other initial planning matters.

2.2 Meeting Budget and Project Goals. Engineer shall notify District in writing of potential complications, cost overruns, unusual conditions, and general needs that potentially impact the Project budget and time line, including the District's Preliminary Construction Budget. Engineer shall use its best judgment in determining the balance between the size, type and quality of construction to achieve a satisfactory solution within the Project's budget and construction allowance. It shall be the duty of the Engineer to design the Project within budget. As discussed below, if the lowest responsive and responsible bid for the Project exceeds the budget by the specified amount, Engineer may be required to make the necessary changes in the drawing and specifications, at its sole cost and expense, to bring the bids within the required budget, unless the District, in its sole discretion, determines that bids are affected by market factors not within the reasonable control of the Engineer (e.g., labor or material shortage) and bids are received more than six (6) months following the completion of the Final Working Drawings and Specifications, as defined herein.

2.3 Permits, Approvals and Authorizations. Engineer shall assist District in securing easements, encroachment permits, rights of way, dedications, infrastructures and road improvements, as well as coordinating with utilities and adjacent property owners.

3. SCHEMATIC PLAN PHASE.

During the schematic plan phase of the Project, Engineer shall do all of the following, as well as any incidental services thereto:

3.1 Funding Documents. Engineer shall provide a site plan and all other Project-related information necessary and required for an application by District to any federal, state, regional, or local agencies for funds to finance the construction Project.

3.2 Schematic Plans. In cooperation with District, Engineer shall prepare preliminary plans and studies, schematic drawings, site utilization plans, and phasing plans showing the scale and relationship of the components of the Project, the plot plan development at the site, and the proposed Engineering concept of the buildings (“Schematic Plans”). Engineer shall incorporate the functional requirements of District into the Schematic Plans. The Schematic Plans shall meet all laws, rules and regulations of the State of California. The Schematic Plans shall show all rooms incorporated in each building of the Project in single-line drawings, and shall include all revisions required by District or by any federal, state, regional or local agency having jurisdiction over the Project. All Engineering drawings for the Project shall be in a form suitable for reproduction.

3.3 Preliminary Project Budget. Engineer shall use the District’s Preliminary Construction Budget and its own expertise and experience with the Project to establish a preliminary project budget or allowance in a format required by District (“Engineer’s Preliminary Project Budget”). The purpose of the Engineer’s Preliminary Project Budget is to show the probable Project cost in relation to District’s Preliminary Construction Budget and the construction standards of any applicable funding agency. If Engineer perceives site considerations which render the Project expensive or cost prohibitive, Engineer shall disclose such conditions in writing to District immediately. As stated above, if the lowest responsive and responsible bid for the Project exceeds the budget by the specified amount, Engineer may be required to make the necessary changes in the drawings and specifications, at its sole cost and expense, to bring the bids within the required budget, unless the District, in its sole discretion, determines that bids are affected by market factors not within the reasonable control of Engineer (e.g. labor or material shortage) and bids are received more than six (6) months following the completion of the Final Working Drawings and Specifications, as defined herein. Engineer shall provide a preliminary written time schedule for the performance of all construction work on the Project.

3.4 Copies of Schematic Plans and Other Documents. Engineer, at its own expense, shall provide three (3) complete sets of the Schematic Plans described herein for District’s review and approval. Additionally, at District’s expense, Engineer shall provide such documents as may be required by any federal, state, regional or local agencies concerned with the Project. Any additional copies required by District shall be provided at actual cost to District.

4. DESIGN DEVELOPMENT PHASE.

During the design development phase of the Project, Engineer shall do all of the following, as well as any incidental services thereto:

4.1 Design Development Documents. Once District provides Engineer with specific written approval of the Schematic Plans described herein, Engineer shall prepare design development documents consisting of: (1) site and floor plans; (2) elevations (when required); and (3) any other drawings and documents sufficient to fix and describe the types and makeup of materials, as well as the size and character of the Project’s structural, mechanical and electrical systems, and to outline the Project specifications (“Design Development Documents”). The

Design Development Documents shall be prepared in sufficient form to present to the District Council for approval.

4.2 Copies of Design Development and Other Documents. Engineer, at its own expense, shall provide three (3) complete sets of the Design Development Documents described herein for District's review and approval. Additionally, at District's expense, Engineer shall provide such documents as may be required by any federal, state, regional or local agencies concerned with the Project. Any additional copies required by District shall be provided at actual cost to District.

4.3 Updated Project Budget. Engineer shall use its Preliminary Project Budget and expertise and experience with the Project to establish an updated estimate of probable construction costs, containing detail consistent with the Design Development Documents as set forth herein and containing a breakdown based on types of materials and specifications identified herein ("Engineer's Updated Project Budget").

4.4 Timetable. Engineer shall provide a written timetable for full and adequate completion of the Project to District.

4.5 Application for Approvals. Engineer shall assist District in applying for and obtaining required approvals from all federal, state, regional or local agencies concerned with the Project. Engineer shall furnish and process all Engineering and engineering information required to prepare and process applications to applicable utilities in order to secure priorities and materials, to aid in the construction of the Project and to obtain final Project approval and acceptance by any of the above agencies as may be required.

4.6 Color and Other Aesthetic Issues. When required, Engineer shall provide, for District's review and approval, a preliminary schedule of all color materials and selections of textures, finishes and other matters involving an aesthetic decision about the Project.

5. FINAL WORKING DRAWINGS AND SPECIFICATIONS.

During the final working drawings and specifications phase of the Project, Engineer shall do all of the following, as well as any incidental services thereto:

5.1 Final Working Drawings and Specifications. Once District provides Engineer with specific written approval of the Design Development Documents described herein, Engineer shall prepare such complete working drawings and specifications as are necessary for developing complete bids and for properly executing the Project work in an efficient and thorough manner ("Final Working Drawings and Specifications"). Such Final Working Drawings and Specifications shall be developed from the Schematic Plans and Design Development Documents approved by District. The Final Working Drawings and Specifications shall set forth in detail all of the following: (1) the Project construction work to be done; (2) the materials, workmanship, finishes, and equipment required for the Engineering, structural, mechanical, and electrical systems; and (3) the utility service connection equipment and site work. District may be requested to supply Engineer with the necessary information to determine the proper location of all improvements on and off site, including record drawings ("record drawings") in District's

possession. District shall make a good-faith effort to verify the accuracy of the record drawings and provide any supplemental information to Engineer which may not be shown on the record drawings.

5.2 Form. The Final Working Drawings and Specifications must be in such form as will enable Engineer and District to secure the required permits and approvals from all federal, state, regional or local agencies concerned with the Project. In addition, the Final Working Drawings and Specifications must be in such form as will enable District to obtain, by competitive bidding, a responsible and responsive bid within the applicable budgetary limitations and cost standards. The Final Working Drawings and Specifications shall be clear and legible so that uniform copies may be on standard Engineering size paper, properly indexed and numbered, and shall be capable of being clearly copied and assembled in a professional manner by Engineer.

5.3 Approval and Revisions. District shall review, study, and check the Final Working Drawings and Specifications presented to it by Engineer, and request any necessary revisions or obtain any necessary approvals by the District Council, subject to the approval of all federal, state, regional or local agencies concerned with the Project. Engineer shall make all District requested changes, additions, deletions, and corrections in the Final Working Drawings and Specifications at no additional cost, so long as they are not in conflict with the requirements of public agencies having jurisdiction or prior approval, or inconsistent with earlier District direction or Engineer's professional judgment. Engineer shall bring any such conflicts and/or inconsistencies to the attention of District. The parties agree that Engineer, and not the District, possesses the requisite expertise to determine the constructability of the Final Working Drawings and Specifications. However, the District reserves the right to conduct one or more constructability review processes of the Final Working Drawings and Specifications at 75% to 90% completion levels with the assistance of the Engineer, its engineers and consultants, and to hire an independent Engineer or other consultant to perform such reviews at 90% to 100% completion level. Any such independent constructability review shall be at District's expense. Engineer shall make all District-requested changes, additions, deletions, and corrections in the Final Working Drawings and Specifications which may result from any constructability review, at no additional cost to the District, so long as they are not in conflict with the requirements of public agencies having jurisdiction or prior approval, or inconsistent with earlier District direction or Engineer's professional judgment. If such changes, additions, deletions or corrections are inconsistent with prior District direction, Engineer shall make such alterations and be compensated therefore pursuant to the Additional Services provision of this Agreement.

5.4 Costs of Construction. It is understood by Engineer that should the Final Working Drawings and Specifications be ordered by District, District shall specify the sum of money set aside to cover the total cost of construction of the work, exclusive of Engineer's fees. Should it become evident that the total construction cost will exceed the specified sum, Engineer shall at once present a statement in writing to the District's Representative setting forth this fact and giving a full statement of the cost estimates on which the conclusion is based.

5.5 Copies of Final Working Drawings and Specifications and Other Documents. Engineer, at its own expense, shall provide three (3) complete sets of the Final Working

Drawings and Specifications described herein for District's review and approval. Additionally, at District's expense, Engineer shall provide such documents as may be required by any federal, state, regional or local agencies concerned with the Project. Any additional copies required by District shall be provided at actual cost to District. Electronic copies shall be provided as described in section 1.6.2.

6. CONSTRUCTION CONTRACT DOCUMENTS.

During the construction contract documents phase of the Project, Engineer shall do all of the following, as well as any incidental services thereto:

6.1 Bid and Contract Documents. If so required by District, Engineer shall assist District in the completion of all bid and construction documents, including but not limited to, the Notice Inviting Bids, Instructions to Bidders, Contract Bid Forms (including Alternate Bids as requested by District), Contract, General Conditions, Supplementary General Conditions, Special Conditions, DVBE and other applicable affirmative action documents, Performance Bond, Payment Bond, Escrow Agreement for Security Deposits, and any other certifications and documents required by federal, state and local laws, rules and regulations which may be reasonably required in order to obtain bids responsive to the specifications and drawings. All such documents shall be subject to the approval of District and District's legal counsel.

6.2 Final Estimate. At the time of delivery of these bid and construction documents, which shall include the Final Working Drawings and Specifications (collectively referred to herein as the "Construction Documents"), Engineer shall provide District with its final estimate of probable construction cost ("Engineer's Final Estimate"). As stated above, it shall be the Engineer's duty to design the Project within budget.

7. BIDDING & AWARD PHASE.

The Engineer, following the District's approval of the Construction Documents and of the latest estimate of Construction Cost, shall assist the District and the District Representative in obtaining bids and awarding the Contract for the construction of the Project. During the bidding & award phase of the Project, Engineer shall do all of the following, as well as any incidental services thereto:

7.1 Review and Comment. Review and provide written comment upon the following documents to be provided by the District:

- A. Invitation to Bid
- B. Instructions to Bidders
- C. Summary of Work
- D. Proposal Format

- E. Contract Agreement
- F. General Conditions
- G. Construction Administration Procedures

7.2 Complete Bid Package. Coordinate these “front end” documents with the approved Construction Documents, supplemental conditions, summary of work, specifications, and information developed by the Engineer and bid alternates into a complete Bid Package.

7.3 Addenda. Prepare any required Addenda to the Bid Package.

7.4 Pre-Bid Conference. Assist in the pre-bid conference and walk-through, including giving a technical narrative of the project scope.

7.5 Written Answers. Prepare written answers to questions, addenda, interpretations, and clarifications in a timely manner.

7.6 Substitutions. Investigate, review, advise and recommend for acceptance or rejection any substitution of material and products were requested or required by the terms of the specifications during the bidding phase.

7.7 Reproducible Construction Documents. The Engineer shall deposit a reproducible set of Construction Documents including, but not limited to, all drawings and specifications for the Project at a reprographics company specified by the District for the bid and for printing of additional sets of the DSA approved Construction Documents during the Project. The District may request that such documents be delivered to the reprographics company selected by the District in CADD, PLOT, TIFF or other format approved by the District. If requested, the Engineer shall provide the District with a BIM format diskette file with all layers unprotected for the District’s use.

7.7.1 It is expressly understood that the release of the underlying BIM documents is for the limited use only for the Project (unless otherwise agreed to in writing) and that changes that are made to the underlying BIM documents are not the responsibility of the Engineer. For documentation purposes, one record set of the transmitted documents shall be placed on a CD (or other acceptable electronic media) properly labeled as the record set of documents transmitted to the District. Reasonable costs for producing this record document shall be reimbursed to the Engineer and Engineer’s consultants. Engineer shall also make a record set of the clash detection checks to record the clashes that are encountered on the set of documents distributed for future record purposes.

7.8 Revisions to Contract Documents. The Engineer shall make subsequent revisions to drawings, specifications, and other DSA approved Construction Documents that result from the approval of any substitution request, RFI, or submittal. All Revisions shall be prepared in writing and signed by the Engineer. The Engineer shall ensure that all revisions are submitted to and approved by DSA prior to certification of the Project.

7.9 Overbudget. If the lowest bid exceeds the Budget (or if a complete detailed estimate is prepared by a certified professional cost estimator from Construction Documents that are at least 90% completed) for the Project, the Engineer, in consultation with, and at the direction of, the District, shall provide such modifications in the Construction Documents as necessary to bring the cost of the Project within its Budget.

8. CONSTRUCTION PHASE.

During the construction phase of the Project, Engineer shall do all of the following, as well as any incidental services thereto:

8.1 Prior to Start of Construction. The Project Engineer shall certify that the following two documents have been submitted to DSA:

A. Contract Information Form DSA-102 IC

B. Inspector Qualification Record Form DSA-5 should be submitted 10 days prior to the time of starting construction.

8.2 Construction Documents. The Project Engineer shall reproduce three (3) full sized sets of Construction Documents and Contract Documents and all progress prints for the District's and the District Representative's use at the Engineer's expense. The Engineer shall provide one (1) full sized set of DSA approved Construction Documents for the Project Inspector, and electronic copies only for the Laboratory of Record and Special Inspector.

8.3 Observation. The Project Engineer shall observe work executed from the Final Working Drawings and Specifications in person, provided that District may, in its discretion, consent to such observation by another competent representative of Engineer. Engineer neither shall be responsible for performance of the work observed, nor shall Engineer incur any liability to any party for observation as required by this paragraph.

8.4 General Administration. Engineer shall provide general administration of the Construction Documents and the work performed by the contractors.

8.5 Pre-Construction Meeting. Engineer shall conduct one or more pre-construction meetings, as the District determines is needed for the Project, with all interested parties.

8.6 Site Visits of Contractor's Work. Engineer shall conduct site visits to observe each contractors' work for general conformance with the Construction Documents and with any approved construction schedules or milestones. Such site visits shall be conducted as often as are necessary and appropriate to the stage of construction, according to the District's sole discretion, but in no event less than weekly.

8.7 Coordination with Inspectors. The Engineer shall provide technical direction to a full-time Project Inspector employed by, and responsible to, the District, as required by applicable law. The Engineer shall direct and monitor the work of the Laboratory of Record as required by applicable law and provide code required supervision of Special Inspectors not

provided by the Laboratory of Record. Upon the District's award of a Construction Contract to the Contractor, the Engineer shall obtain the necessary Project Inspection Cards ("PIC") (Form DSA 152) from the DSA that are needed for the Project Inspector's use in approving and signing off work on the Project as it is completed by the Contractor. The Engineer shall verify that the Project Inspector has the appropriate amount of PIC's that are needed for the inspection and completion of the entire Project prior to the commencement of any work by the Contractor on the Project. The Engineer shall provide the Project Inspector, Laboratory of Record and each Special Inspector with a copy of the DSA approved Construction Documents including, but not limited to, the approved Statement of Structural Tests and Special Inspections (Form DSA 103) prior to the commencement of any work on the Project and the Engineer's expense.

8.8 Site Visits of Inspector's Work. Engineer shall conduct site visits to communicate and observe the activities of the District inspectors. Such site visits shall be conducted as often as needed throughout the completion of the Project to verify, acknowledge and coordinate the testing and special inspection program required by the DSA approved Construction Documents. Engineer shall direct the District inspectors and the Project contractors to coordinate the preparation of record drawings indicating dimensions and location of all "as-built" conditions, including but not limited to, underground utility lines.

8.9 Coordination of Engineer's Consultants. Engineer shall cause all engineers and other consultants, as may be hired by Engineer or District, to observe the work completed under their disciplines as required, and approve and review all test results for general conformance with the Construction Documents.

8.10 Reports. Engineer shall make regular reports as may be required by applicable federal, state or local laws, rules or regulations, as well as the federal, state, regional or local agencies concerned with the Project. The Engineer shall prepare Interim Verified Reports (Form DSA 6-AE) and submit such Interim Verified Reports to DSA, the Project Inspector and the District prior to the Project Inspector's approval and sign off of any of the following sections of the Project's PIC's as applicable:

- A. Initial Site Work;
- B. Foundation;
- C. Vertical Framing;
- D. Horizontal Framing;
- E. Appurtenances;
- F. Non-Building Site Structures;
- G. Finish Site Work;
- H. Other Work; or
- I. Final.

If the Engineer has delegated responsibility for any portion of the Project's design to other engineers, the Engineer shall ensure that such engineers submit the necessary Interim Verified Reports (Form DSA 6-AE) to DSA, the Project Inspector and the District Representative during the course of construction and prior to the Project Inspector's approval

and sign off of the above sections of the PIC's as they relate to the portions of the Project that were delegated to such engineers.

8.11 Construction Meetings; Minutes. Engineer shall attend all construction meetings and provide written reports/minutes to the District after each construction meeting in order to keep District informed of the progress of the work. Such meetings shall occur at a frequency necessary for the progress of the Project work, according to the District's sole discretion, but no less than weekly.

8.12 Written Reports. Engineer shall make written reports to District as necessary to inform District of problems arising during construction, changes contemplated as a result of such problems, and progress of the Project work.

8.13 Written Records. Engineer shall keep accurate written records of the progress and quality of the Project work and the time schedules, and shall advise the contractors and District of any deviations from the time schedule which could delay timely completion of the Project.

8.14 Material and Test Reports. Engineer shall check and process, in a timely manner, all required material and test reports for the Project work. In addition, Engineer shall provide notice of any deficiencies in material or work reflected in such reports, as well as its recommendation for correction of such deficiencies, to the contractors and District.

8.15 Review and Response to Submissions. The Engineer shall review and approve, or take other appropriate action, upon the Contractor's submittals of shop drawings, product data, and samples for the purpose of checking for conformance with the Construction Documents. The Engineer's review shall take no longer than 10 working days for typical submittals and 15 working days for complicated, multi-discipline review. The Engineer shall ensure that all deferred approval submittals are resolved and approved by DSA prior to certification of the Project.

8.16 Rejection of Work. Engineer shall promptly reject, as discussed with District, work or materials which do not conform to the Construction Documents. Engineer shall immediately notify the District and contractor(s) of such rejections. Engineer shall also have the authority to recommend to the District that additional inspection or testing of the work be performed, whether or not such work is fabricated, installed or completed. The Engineer shall not issue orders or responses to RFI's to the Contractor that might commit the District to extra expenses or increase the duration of the Project, or otherwise amend the Construction Documents, without first obtaining the written approval of the District.

8.17 Substitutions. Engineer shall consult with District, in a timely manner, with regard to substitution of materials, equipment and laboratory reports thereof, prior to the District's final written approval of such substitutions. Engineer's consultation shall be done in such a manner so as to ensure the timely and uninterrupted progress of the Project work.

8.18 Revised Documents and Drawings. Engineer shall prepare, at no additional expense to District, all documents and/or drawings made necessary by Engineer's errors and omissions in the originally approved Construction Documents. In addition, the Engineer shall, at no additional cost, provide services made necessary by defect or deficiencies in the work of the Contractor which, through reasonable care, should have been discovered by the Engineer and promptly reported to the District and Contractor, but which Engineer failed to do.

8.19 Change Requests and Material Changes. Engineer shall evaluate and advise District, in a timely manner and in writing, of any change requests and material change(s) which may be requested or necessary in the Project plans and specifications. Engineer shall provide the District with its opinion as to whether such change requests should be approved, denied or revised. If the District has not hired a construction manager or other person to do so, the Engineer shall prepare and execute all change orders and submit them to the District for authorization. If the District has designated a construction manager or other person to prepare all change orders, the Engineer shall review all change orders prepared by such person, execute them and deliver them to the District for authorization if they meet with the Engineer's approval, or submit them to the District with recommendations for revision or denial if necessary. Engineer shall not order contractors to make any changes affecting the contract price without approval by District of such a written change order, pursuant to the terms of the Construction Documents. Engineer may order, on its own responsibility and pending District Council approval, changes necessary to meet construction emergencies, if written approval of District's Representative is first secured.

8.20 Applications for Payment. The Engineer shall examine, verify, and approve the Contractor's applications for payment and issue certificates for payment for the work and materials provided by the Contractor which also reflect the Engineer's recommendation as to any amount which should be retained or deducted from those payments under the terms of the Construction Documents or for any other reason. The Engineer's certification for payment shall constitute a representation to the District, based on the Engineer's observations and inspections at the site, that the work has progressed to the level certified, that quality of the work is in accordance with the DSA approved Construction Documents, that the as-built documents and hyperlinking (refer to 8.21) are up to date, and that the Contractor is entitled to payment in the amount certified

8.21 As-Built Drawings. The Engineer shall be responsible for reviewing and ensuring, on a monthly basis, that the Contractor is maintaining an up-to-date set of as-built documents which will be furnished to the District upon completion. The Engineer shall review the as-built documents prepared by the Contractor on a monthly basis and report whether they appear to be up to date and are properly hyperlinked (if required for Project), based upon the Engineer's observations of the Project. If it appears the as-built documents are not being kept up to date by the Contractor, the Engineer shall recommend to the District, in writing, an appropriate withholding from the Contractor's monthly payment application to account for the Contractor's failure to maintain such as-built documents. The Engineer will endeavor to secure compliance by Contractor with the Contract requirements, but does not guarantee the performance of the Contractor's Contract.

8.22 Final Color and Product Selection. Engineer shall coordinate final color and product selection with District's original design concept.

8.23 Substantial Completion. Engineer shall determine the date of substantial completion, in consultation with the District. For purposes of this Agreement, "Substantial Completion" shall mean the following four (4) conditions have been met:

- A. All contractually required items have been installed with the exception of only minor and incomplete items on the Punch List;
- B. All Fire/Life Safety Systems have been installed, and are working and signed off on the DSA Form 152 Inspection Card;
- C. All building systems including mechanical, electrical and plumbing are functioning; and,
- D. The Project is fit for occupancy and its intended use.

Once the Engineer has verified the Substantial Completion of the Project, the Engineer shall issue a Certificate of Substantial Completion to the Contractor and the District. Upon the issuance of the Certificate of Substantial Completion, the Engineer shall prepare and submit to DSA, Project Inspector and the District a written Verified Report, on Form DSA 6AE, pursuant to Section 4-336 of Title 24 of the California Code of Regulations. The Engineer shall also submit a signed Verified Report to DSA, Project Inspector and the District Representative and District upon any of the following events:

- A. Work on the Project is suspended for a period of more than one month;
- B. The services of the Engineer are terminated for any reason prior to the completion of the Project;
- C. DSA requests a Verified Report.

8.24 Punch List. After determining that the Project is substantially complete, Engineer shall participate in the inspection of the Project and shall review all remaining deficiencies and minor items needed to be corrected or completed on the Project, including those identified on the punch list prepared by the contractor ("Punch List Items"). Engineer shall notify contractor in writing that all Punch List Items must be corrected prior to final acceptance of the Project and final payment. Engineer shall also notify District of all Punch List Items. In the event the Contractor does not submit a fully executed Verified Report (if required for the Project) with its proposed Punch List, the Engineer shall reject the Contractor's Punch List, in writing, as premature. If Substantial Completion of the Project is verified by the Engineer and the required Verified Report has been submitted to the District Representative and/or the District for review, the Engineer shall finalize the Punch List and notify the Contractor in writing that all Punch List items must be corrected prior to acceptance of the Project and final payment, and that

all Punch List items must be completed within the duration set forth in the Contract between the District and the Contractor. The District shall also be notified in writing of all Punch List items identified by the Engineer and the Contractor. The Engineer shall notify the District Representative when all Punch List items have been corrected by the Contractor for the District's final acceptance of the Project and final payment. In the event the Contractor fails to correct any Punch List item(s) within the duration set forth in the Contract between the District and the Contractor, the Engineer shall inform the District of such default and provide the District with a reasonable valuation of the cost to correct each outstanding Punch List item for deduction from the Contractor's final payment and/or retention. In the event the approved schedule for the Project has been exceeded due to the fault of the Contractor, the Engineer shall issue a written notice to District Representative, District and the Contractor evaluating the cause of the delay(s) and shall advise the District Representative, District and Contractor of the commencement of liquidated damages under the Contract between the District and Contractor.

8.24.1 The Engineer and its consultants shall verify that all defective, deficient, or incomplete work identified in any Notice(s) of Deviation or similar notice(s) issued by the Engineer, District Representative, Project Inspector, Special Inspector(s), Laboratory of Record and/or any governmental agency or authority, is fully corrected and closed before the Engineer approves any final Punch List by the Contractor. As part of the Engineer's Basic Services under this Section, the Engineer shall direct the applicable Inspectors, Special Inspectors, and/or engineers on the Project to visually verify that each defective, deficient and/or incomplete item of work referenced in each Notice of Deviation have been rectified and closed prior to the approval of the final Punch List and the issuance of any Certificate of Substantial Completion by the Engineer. In the event the Engineer and/or its consultants fail to verify that such work has been corrected by the Contractor before the Engineer approves the final Punch-List and such work has in fact not been corrected, the Engineer shall be responsible for performing all the engineering services necessary, at no additional cost to the District, to ensure such open and outstanding items in the Notice(s) of Deviation are addressed accordingly and that all work related to such notices is corrected in a manner acceptable to the District and DSA.

8.25 Warranties. Engineer shall review materials assembled by the contractor and subcontractors with regard to all written warranties, guarantees, owners' manuals, instruction books, diagrams, record "as built" drawings, and any other materials required from the contractors and subcontractors pursuant to the Construction Documents. Engineer shall coordinate and provide these materials to the District.

8.26 Certificate of Completion. Engineer shall participate in any further inspections of the Project necessary to issue Engineer's Certificate of Completion and final certificate for payment. The Engineer shall provide assistance (if applicable) in the utilization of equipment or systems during the commissioning, testing, adjusting and balancing, preparation of operation and maintenance manuals, and training for the District personnel. The Engineer shall assist the District in securing the delivery of any and all applicable documents described in Sections C and D below, to DSA (if applicable for Project) for review prior to issuance of a "Certificate of Completion." The Engineer shall submit all documents prepared by, or in control of, the Engineer to DSA without delay.

8.26.1 During the period the Project is under construction, the Engineer shall certify that the following documents have been submitted to DSA:

- A. Copies of the Project Inspector's semi-monthly reports;
- B. Copies of the laboratory reports on all tests or laboratory inspections as returned and done on the Project;
- C. Copies of all the necessary PIC's which have been approved and signed off by the Project Inspector for the certification by DSA; and,
- D. All other documents required to be submitted to DSA in accordance with Title 24 and the Construction Oversight Process Procedure set forth in DSA's PR 13-01.

The Engineer shall notify the District, in writing, if any of the above forms are not promptly submitted to DSA by the responsible parties. If necessary, the Engineer shall assist the District in obtaining the delivery of the above documents to DSA.

8.26.2 Upon the completion of all construction, including all Punch List items, the Engineer shall assist the District in securing the delivery of the following documents to DSA:

- A. Copy of the Notice of Completion:
- B. Final Verified Report Form DSA-6A/E certifying all work is 100% complete from the Engineer, structural engineer, mechanical engineer, and electrical engineer.
- C. Final Verified Report Form DSA-6 certifying all work is 100% complete from the Contractor or Contractors, Project Inspector, and Special Inspector(s).
- D. Verified Reports of Testing and Inspections as specified on the approved drawings and specifications, i.e., Final Laboratory Report, Welding, Glued-Laminated Timber, etc.
- E. Weighmaster's Certificate (if required by approved drawings and specifications).
- F. Copies of the signature page of all Addenda as approved by DSA.
- G. Copies of the signature pages of all deferred approvals as approved by DSA.
- H. Copies of the signature pages of all Revisions as approved by DSA.
- I. Copies of the signature page of all applicable Construction Change Documents as approved by DSA.
- J. Verification by the Project Inspector that all items noted on any "Field Trip Notes" have been corrected.

- K. All other items required to obtain Certification of the DSA application.

The Engineer shall notify the District Representative and the District, in writing, if any of the above items are not promptly submitted to the Engineer and/or the District by the responsible parties for submittal to DSA. If necessary, the Engineer shall assist the District in obtaining the above documents for delivery to DSA.

8.27 Documents for Project Close-Out. The Engineer shall be responsible for gathering information and processing forms required by any applicable governing agencies and/or authorities having jurisdiction over the Project including, but not limited to, the County Health Department, the local building departments, local fire departments, the OPSC, CDE, and DSA, in a timely manner and ensure proper close-out of the Project. Engineer shall cause all other engineers and other consultants, as may be hired by Engineer, to file any and all required documentation with the District or other governmental authorities necessary to close out the Project. Engineer shall assist the District in obtaining such documentation from all other engineers or other consultants.

9. RECORD DRAWINGS.

During the record drawings phase of the Project, Engineer shall do all of the following, as well as any incidental services thereto:

9.1 Record Drawings and Specifications. Not later than thirty (30) days after Substantial Completion of the Project, before receipt of final payment, Engineer shall review and forward the Final Working Drawings and Specifications, indicating on them all changes made by change orders or otherwise pursuant to the Construction Documents, as well as all information called for on the specifications, thus producing an “as-built” set of Final Working Drawings and Specifications (“Record Drawings and Specifications”). The Record Drawings and Specifications shall show, among other things, the location of all concealed pipe, buried conduit runs and other similar elements within the completed Project. Engineer shall personally review and certify that the Record Drawings and Specifications are a correct representation of the information supplied to Engineer by any inspectors and the contractor. Engineer shall not be required to verify any information by physical inspection. Additionally, the Engineer shall, at the Engineer’s expense, prepare a set of reproducible record drawings in an electronic file of the BIM model (if used for Project) showing significant changes in the work made during construction based on the marked-up prints, hyperlinked drawings and other data furnished by the Contractor to the Engineer.

9.2 Approval. Once District provides Engineer with specific written approval of the Record Drawings and Specifications, Engineer shall forward to District the complete set of original Record Drawings and Specifications or a complete set of reproducible duplicate Record Drawings and Specifications. The tracing shall be of such quality that clear and legible prints may be made without appreciable and objectionable loss of detail.

9.3 Documents for Final Payment. Prior to the receipt of Engineer’s final payment, Engineer shall forward to District all of the following: (1) one clear and legible set of

reproductions of the computations; (2) the original copy of the specifications; (3) the Record Drawings and Specifications as required herein; and (4) Engineer's Certificate of Completion.

10. WARRANTY PERIOD.

During the warranty period phase of the Project, Engineer shall do all of the following, as well as any incidental services thereto:

10.1 Advice. Engineer shall provide advice to District on apparent deficiencies in the Project during any applicable warranty periods for the Project.

EXHIBIT “B”

COMPENSATION RATES AND REIMBURSABLE EXPENSES

HOURLY RATE SCHEDULE

Personnel

Principal-----	\$130.00
Senior Engineer/Project Manager-----	\$122.00
Staff Engineer/Designer-----	\$92.00
AutoCAD / Drafter-----	\$78.00
Project Administrator-----	\$62.00

Notes:

- Reimbursable Expenses:

Reimbursable expenses will be billed in accordance with the actual costs incurred. These expenses may include, but are not limited to, outside printing and copying, long distance (out of state) telephone calls, shipping or courier service, photo processing, airfare, meals, lodging, car rental, and other similar expenses directly related to the project.

Reimbursable expenses also include vehicle mileage when directly related to the project and will be billed as follows:

- Mileage - Less than 30 miles round trip – Included in Fee
- 30 miles or more round trip – At Rate Published by IRS (currently \$.0575/mile)
- A subconsultant management fee of ten percent (10%) will be added to the direct cost of all subconsultant services to provide for the cost of administrations, consultation, and coordination.
- These hourly rates are effective through June 30, 2020 and may be adjusted after that date to compensate for labor adjustment and other increases in costs. All rate adjustments must be agreed to in writing by the District.

EXHIBIT "C"

CONTRACTOR FINGERPRINTING REQUIREMENTS

Engineer Certification

With respect to the Agreement dated June 21, 2019 by and between the Anaheim Union High School District ("District") and **AG Design, Inc.** ("Engineer") for the provision of Engineering services, Engineer hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with District pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

Contractor's Representative

Date

Engineer Exemption

Pursuant to Education Code section 45122.1, the Anaheim Union High School District ("District") has determined that **[INSERT ENGINEER'S NAME]** ("Engineer") is exempt from the criminal background check certification requirements for the service Agreement dated _____ by and between the District and Engineer ("Agreement") because:

- ☐ The Engineer's employees will have limited contact with District students during the course of the Agreement; or
- ☐ Emergency or exceptional circumstances exist.

District Official

Date

Engineer's Consultant Certification

The Anaheim Union High School District ("District") entered into an agreement for Engineering services with **[INSERT ENGINEER'S NAME]** ("Engineer") on or about _____ ("Agreement"). This certification is submitted by _____, a consultant to the Engineer for purposes of that Agreement ("Consultant"). Consultant hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with District pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

Consultant's Representative

Date

Engineer's Consultant Exemption

The Anaheim Union High School District ("District") entered into an agreement for Engineering services with **[INSERT ENGINEER'S NAME]** ("Engineer") on or about _____ ("Agreement"). Pursuant to Education Code section 45122.1, the District has determined that _____, a consultant to the Engineer for purposes of that Agreement ("Consultant"), is exempt from the criminal background check certification requirements for the Agreement because:

☐ The Consultant's employees will have limited contact with District students during the course of the Agreement; or

☐ Emergency or exceptional circumstances exist.

District Official

Date

EXHIBIT "D"

CONTRACTOR FINGERPRINTING REQUIREMENTS

(SEE ATTACHED EXHIBIT "D")



T. MITCHELL ENGINEERS &
ASSOCIATES

TME Proposal 2163
December 14, 2021

Mr. Brad Minami
Anaheim Union High School District
501 North Crescent Way
Anaheim, CA 92801

Subject: **Proposal for Professional Engineering Design Services
New CNG Fleet Fueling System
AUHSD Bus Yard – Anaheim, California**

Dear Brad:

I am pleased to present this proposal to provide professional engineering design services to you and the Anaheim Union High School District (the District) necessary to facilitate development and construction of a new compressed natural gas (CNG) fleet fueling system to serve the Districts anticipated needs. The specifics of our proposal are as follows:

Project Understanding

The District currently owns and operates a fleet of vehicles consisting of a mixture of diesel, electric and CNG powered school busses and several smaller support vehicles. Though there is a third-party CNG fueling location within a couple miles of the bus yard that is currently used, the District would like to build their own CNG fueling facility at their facility on Crescent Way to serve their existing 15 CNG busses.

Base Scope of Work

Based upon our understanding of the project, our proposed scope of work will include:

- Develop conceptual design for new CNG fueling system to serve Districts anticipated needs while allowing for existing space constraints at the facility.
- Assist the District to make preliminary equipment selections based upon fleet needs and historical fuel usage information provided by the District.
- Prepare necessary New Service Requests for new electrical and gas services – where needed – and submit to local utilities on the Districts behalf.
- Develop detailed design drawings (Civil/Structural, Piping and Electrical design drawings) suitable for review by the District and local AHJ's (Anaheim Fire) and for bid of both equipment and construction (to be bid together or separately at Districts discretion).
- Develop technical specifications for equipment and construction to be included in Districts formal bid package(s). Assist with bid process by attending one pre-bid site walk with perspective constrictors and answering relevant questions during the bid process.

Mr. Brad Minami
December 14, 2021

- Update design drawings to incorporate actual equipment selected and vendor info provided after final equipment selection (if equipment and construction are bid separately, this will occur prior to bidding of construction work).
- Assist District on an as needed basis throughout the construction process to help ensure a successful completion of the project.

Clarifications and Assumptions

1. Work shall be limited to that specifically related to the CNG fueling system and associated infrastructure.
2. All costs associated with permitting, equipment procurement and construction will be by paid by others.

Schedule

Conceptual design and bid documents (drawings and technical specifications) will be scheduled for completion within 6 weeks of your written authorization to proceed. The remainder of the work will be performed in accordance with the construction schedule.

Remuneration

The total anticipated cost for the above described work for **\$38,000**.

This amount includes and allowance for two (3) site visits and will not be exceeded without prior approval.

Terms

Invoices shall be due and payable upon receipt.
This proposal is valid for 30 days.

Thank you for the opportunity to present this proposal. We look forward to being of service.

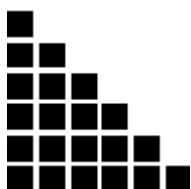
Sincerely,

T. Mitchell Engineers, Inc.

By: Tom Mitchell

Thomas D. Mitchell, P.E.
Principal

File: p2163 anaheim sch dist cng



T. MITCHELL ENGINEERS &
ASSOCIATES

FEE SCHEDULE AND CURRENT BILLING RATES

(Effective January 1, 2016)

Labor:

Principal	\$130/hr.
Snr. Engineer / Project Manager	\$122/hr.
Staff Engineer / Designer	\$92/hr.
Cad/Draftsperson	\$78/hr.
Project Administrator	\$62/hr.

Reimbursable Expenses:

Reimbursable Expenses	Actual Cost +18%
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Reimbursable expenses will be billed in accordance with the actual costs incurred. These expenses may include, but are not limited to, outside printing and copying, long distance (out of state) telephone calls, shipping or courier service, photo processing, airfare, meals, lodging, car rental, and other similar expenses directly related to the project.

Reimbursable expenses also include vehicle mileage when directly related to the project. This will be billed as follows:

Mileage - Less than 30 miles round trip	Included in Fee
- 30 miles or more round trip	At Rate Published by IRS (Currently \$0.575/mile)

Standard Terms of payment:

Invoices for services rendered will be prepared based upon the actual services rendered and expenses incurred. Invoices are due and payable upon receipt and will be considered delinquent if not paid within 30 days.

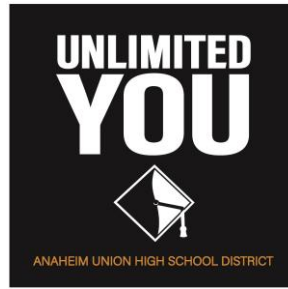
The above described fees include company overhead and profit.

T. Mitchell Engineers, Inc. reserves the right to adjust these rates and costs at any time after January 1, 2016.

Declaring Certain Equipment as Unusable, Obsolete, and/or Out-of-Date and Ready for Sale, or Destruction	
Quantity	Description
404	Chromebook
218	Computer Desktop
5	Computer Laptop
1	Piano
16	Projector
1	Refrigerator
78	Stream Laptop
8	Television
1	VHS PLAYER

EXHIBIT JJ

BOT 1/13/2022



DONATIONS

January 13, 2022

<u>Location</u>	<u>Donated By</u>	<u>Item</u>
Oxford Academy	Mr. Francisco Alonso Mr. Dung Steve That Ton	\$525, Skills USA Club \$250, Boys Soccer Team

ANAHEIM UHSD
PURCHASE ORDER DETAIL REPORT BY VENDOR NAME
BOARD OF TRUSTEES MEETING 01/13/2022

EXHIBIT LL

FROM 12/06/2021 TO 01/03/2022

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
R64R1039	ABC CLIO INTERACTIVE	2,860.00	2,860.00	0142000910 5880	OX/LCFF-CONCENTRATION/INSTR / OTHER
R64T0310	ACCO BRANDS USA LLC DBA GBC	2,472.61	2,472.61	0128000010 4410	CY/INSTR / EQUIPMENT - NON-CAPITALIZED
R64R1033	ADA SPORTS BADMINTON AND TENNI	1,281.61	1,281.61	0125385010 4310	KA/TITLE IV/INSTR / INSTRUCTIONAL MATL &
R64T0329	AIRWOLF 3D	6,275.17	6,275.17	0108752410 6490	EIT/S & C/INSTR / EQUIPMENT - OTHER
R64R1011	ALIVE WRAPS LLC	4,940.00	4,940.00	0123007010 5880	SA/INS MUS/INSTR / OTHER OPERATING EXPENSES
R64R0996	AMERICAN CASUAL	2,801.50	2,801.50	0138054040 4320	BALL/AFTSCHL/ANCIL / OTHER OFFICE/MISC
R64R0979	ANAHEIM COMMUNTIY SERVICES	11,759.00	11,759.00	0153000910 5620	SP PR/LCFF-SUPPLEMENTAL / RENTALS/OPERATING
R64A0199	ANAHEIM ELEMENTARY SCHOOL DIST	85,519.00	85,519.00	0172489510 5100	SAFE SCHL/TUPE GNT-COHORT J / SUBAGREEMENT
R64T0309	APPLE INC	810.35	810.35	0128393010 4310	CY/VEA-2B/INSTR / INSTRUCTIONAL MATL &
R64T0314	APPLE INC	15,991.40	15,991.40	0147000910 4310	HOPE/LCFF-CONCENTRATION/INSTR /
R64T0328	ARCHIVESOCIAL	7,188.00	7,188.00	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
R64T0308	B AND H PHOTO VIDEO INC	6,823.83	2,274.20	0128393010 4310	CY/VEA-2B/INSTR / INSTRUCTIONAL MATL &
			4,549.63	0128393010 4410	CY/VEA-2B/INSTR / EQUIPMENT - NON-CAPITALIZED
R64T0317	B AND H PHOTO VIDEO INC	7,497.26	135.77	0122393010 4310	MA/VEA-2B/INSTR / INSTRUCTIONAL MATL &
			7,361.49	0122393010 4410	MA/VEA-2B/INSTR / EQUIPMENT - NON-CAPITALIZE
R64T0334	B AND H PHOTO VIDEO INC	4,045.49	4,045.49	0122393010 4310	MA/VEA-2B/INSTR / INSTRUCTIONAL MATL &
R64T0336	B AND H PHOTO VIDEO INC	230.75	230.75	0140002010 4310	SOUTH/BUS ED/INSTR / INSTRUCTIONAL MATL &
R64T0338	B AND H PHOTO VIDEO INC	930.59	930.59	0108752410 4410	EIT/S & C/INSTR / EQUIPMENT - NON-CAPITALIZED
R64T0339	B AND H PHOTO VIDEO INC	421.90	421.90	0125393010 4310	KA/VEA-2B/INSTR / INSTRUCTIONAL MATL &
R64R1010	BACH COMPANY, THE	128.22	128.22	0125035010 4310	KA/PHYSICS/INSTR / INSTRUCTIONAL MATL &
R64R0983	BALANCED BODY INC	3,839.67	3,839.67	0115392410 4410	ED/EXPANDED LEARN OPPORT (ELO) / EQUIPMENT
R64R1035	BAND SHOPPE	2,436.96	2,436.96	0115392410 4310	ED/EXPANDED LEARN OPPORT (ELO) /
R64R0943	BARNES AND NOBLE	463.17	463.17	0120000910 4210	AN/LCFF-CONCENTRATION/INSTR / BOOKS AND

ANAHEIM UHSD
PURCHASE ORDER DETAIL REPORT BY VENDOR NAME
BOARD OF TRUSTEES MEETING 01/13/2022

FROM 12/06/2021 TO 01/03/2022

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
R64R0944	BARNES AND NOBLE	154.20	154.20	0121381010 4210	WE/ECIA TITLE I/INSTRUCTI / BOOKS AND
R64R0955	BARNES AND NOBLE	303.91	303.91	0102102071 4210	SUPT/BRD SUPT / BOOKS AND REFERENCE MATERIA
R64C0101	BCT ENTERTAINMENT	1,110.80	1,110.80	0120230081 5620	ANAHEIM/GENERAL/MO / RENTALS/OPERATING
R64R0962	BLICK ART MATERIALS LLC	1,361.83	1,361.83	0135489510 4310	DA/TUPE-COHORT J-TIER 2/INSTR / INSTRUCTIONAL
R64R0963	BLICK ART MATERIALS LLC	972.34	154.30	0168385010 4310	GI/TITLE IV/INSTR / INSTRUCTIONAL MATL &
			818.04	0168385010 4410	GI/TITLE IV/INSTR / EQUIPMENT - NON-CAPITALIZE
R64R0986	BLICK ART MATERIALS LLC	1,746.75	1,746.75	0120385010 4410	AN/TITLE IV/INSTR / EQUIPMENT - NON-CAPITALIZE
R64R1040	BLICK ART MATERIALS LLC	419.23	419.23	0120385010 4310	AN/TITLE IV/INSTR / INSTRUCTIONAL MATL &
R64R1000	BND ENTERTAINMENT PRODUCTIONS	2,500.00	2,500.00	0115392410 5880	ED/EXPANDED LEARN OPPORT (ELO) / OTHER
R64R1044	BRIDGEPORT GOLF CARS	25,213.50	25,213.50	0125000081 6490	KA/MO / EQUIPMENT - OTHER
R64R0994	BSN SPORTS	177.79	177.79	0120028010 4310	ANAHEIM/ATHLET/INSTR / INSTRUCTIONAL MATL
R64R1034	BUDDY'S ALL STARS INC	504.27	504.27	0132385010 4310	OR/TITLE IV/INSTR / INSTRUCTIONAL MATL &
R64R0997	CADA CENTRAL	399.00	399.00	0142025040 5210	OXFORD/ANCIL / TRAVEL AND CONFERENCE
R64R1019	CADA CENTRAL	399.00	399.00	0120000910 5210	AN/LCFF-CONCENTRATION/INSTR / TRAVEL AND
R64R0990	CALIFORNIA SURFACING	26,300.00	11,500.00	0128000010 5610	CY/INSTR / REPAIRS/MAINT - O/S SERVICES
			4,000.00	0128000910 5610	CY/LCFF-CONCENTRATION/INSTR / REPAIRS/MAINT
			10,800.00	0128025040 5610	CY/ASB/ANCIL / REPAIRS/MAINT - O/S SERVICES
R64R0965	CAROLINA BIOLOGICAL SUPPLY CO.	12,168.83	5,304.45	0117901010 4310	LOCAL GRANTS / INSTRUCTIONAL MATL & SUPPLI
			6,864.38	0117901010 4410	LOCAL GRANTS / EQUIPMENT - NON-CAPITALIZED
R64C0099	CCSS	450.00	450.00	0153381010 5210	SP PR ADM/ECIA1/INSTR / TRAVEL AND CONFERENC
R64R1032	CENGAGE LEARNING	502.34	502.34	0120381010 4310	ANAHEIM/ECIA1/INSTR / INSTRUCTIONAL MATL &
R64T0322	CLASS TECHNOLOGIES INC	3,000.00	3,000.00	0175000010 4310	CVA/INDEPENDENT STUDY/INSTR / INSTRUCTIONA
R64R0950	COMPETITIVE AQUATICS SUPPLY	1,249.91	1,249.91	0115392310 4310	ED/ESSER II-CRRSA ACT/INSTR / INSTRUCTIONAL
R64R1036	CONTAINER ALLIANCE	450.00	450.00	0120140027 5610	ANAHEIM/SCH ADM / REPAIRS/MAINT - O/S SERVICE

ANAHEIM UHSD
PURCHASE ORDER DETAIL REPORT BY VENDOR NAME
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FROM 12/06/2021 TO 01/03/2022

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
R64R0968	CREATIVE COSTUMING AND DESIGNS	4,575.26	4,575.26	0120000910 4310	AN/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
R64R1050	CRISP IMAGING	35,000.00	35,000.00	0156156072 5880	FACILITIES/GENL ADM / OTHER OPERATING
R64R0957	CULVER NEWLIN	728.39	728.39	0119283021 4410	SYS/SUPV INST / EQUIPMENT - NON-CAPITALIZED
R64R0958	CULVER NEWLIN	9,803.42	9,803.42	0119283021 4410	SYS/SUPV INST / EQUIPMENT - NON-CAPITALIZED
R64C0089	DARTCO TRANSMISSION SALES SVC	2,477.17	2,477.17	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
R64C0102	DARTCO TRANSMISSION SALES SVC	2,509.50	2,509.50	0179113536 4376	GARAGE/TRANS-SP ED/TRANSP / TRANS SUPPLY-BU
R64R1014	DAVID M BERTINO MFG INC	11,399.95	11,399.95	0128393010 6490	CY/VEA-2B/INSTR / EQUIPMENT - OTHER
R64R0975	DAVID'S TREE SERVICE INC	24,345.00	3,750.00	0120222081 5610	OPERATIONS - GROUNDS / REPAIRS/MAINT - O/S
			11,880.00	0122222081 5610	OPERATIONS - GROUNDS / REPAIRS/MAINT - O/S
			4,015.00	0124222081 5610	OPERATIONS - GROUNDS / REPAIRS/MAINT - O/S
			4,700.00	0140222081 5610	OPERATIONS - GROUNDS / REPAIRS/MAINT - O/S
R64R1012	DAWN SIGN PRESS	756.38	756.38	0117468010 4150	IS/LOTTERY/INSTR / TEXTS - STATE ALLOCATION 9
R64R1027	DEMCO INC	98.18	98.18	0140001024 4315	LIBRARY / LIBRARY/MEDIA/TECH SUPPLIES
R64R1029	DEMCO INC	204.72	204.72	0135000024 4315	DALE /L M T / LIBRARY/MEDIA/TECH SUPPLIES
R64R0952	DEPARTMENT OF INDUSTRIAL RELAT	50,082.87	50,082.87	6800680060 5811	WORKERS COMP/ENTERP / ADMIN FEE - WORKERS
R64R1015	DFA - ACTUARIES LLC	6,250.00	6,250.00	0177177072 5810	RISK MANAGEMENT / NON-INSTRUCTIONAL PROF
R64R1021	DISNEYLAND RESORT	7,190.00	7,190.00	0137000910 5880	SY/LCFF-CONCENTRATION/INSTR / OTHER
R64A0196	ECOCENTER INC.	147,000.00	147,000.00	0122000010 5805	MA/INSTR / INSTRUCTIONAL PROF CONSULTANT
R64T0320	EDUPORIUM	3,205.52	350.16	0122393010 4320	MA/VEA-2B/INSTR / OTHER OFFICE/MISC SUPPLIES
			2,855.36	0122393010 4410	MA/VEA-2B/INSTR / EQUIPMENT - NON-CAPITALIZE
R64R1002	EDVOTEK INC.	494.01	494.01	0128030010 4310	CYPRESS/BIOLOGY/INSTRUCTIONAL /
R64T0325	EHP SOLUTIONS	17,411.44	17,411.44	0108752410 6490	EIT/S & C/INSTR / EQUIPMENT - OTHER
R64T0326	EHP SOLUTIONS	16,873.77	16,873.77	0108752410 6490	EIT/S & C/INSTR / EQUIPMENT - OTHER

ANAHEIM UHSD
PURCHASE ORDER DETAIL REPORT BY VENDOR NAME
BOARD OF TRUSTEES MEETING 01/13/2022

FROM 12/06/2021 TO 01/03/2022

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
R64R1001	ELECTRONIX EXPRESS	83.18	83.18	0168385010 4310	GI/TITLE IV/INSTR / INSTRUCTIONAL MATL &
R64R0976	ENVIRONMENTAL REMEDIATION CONT	2,500.00	2,500.00	0121230081 5610	WESTERN/GENERAL/MO / REPAIRS/MAINT - O/S
R64S0090	EVERYTHING MEDICAL	297.13	297.13	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
R64T0327	EYECCLICK INC	5,926.25	5,926.25	0147000910 6490	HOPE/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
R64R1046	FIRST BOOK	34.21	34.21	0121261012 4210	SE RES SP(RSP)/SE RES SP/NSEV / BOOKS AND
R64R1009	FISHER SCIENCE EDUCATION	2,050.48	2,050.48	0117901010 4310	LOCAL GRANTS / INSTRUCTIONAL MATL & SUPPLI
R64R1030	FLINN SCIENTIFIC INC	504.34	504.34	0132381010 4310	OR/ECIA1/INSTR / INSTRUCTIONAL MATL & SUPPLI
R64T0312	FOCUS CAMERA LLC	16,485.64	16,485.64	0128393010 4410	CY/VEA-2B/INSTR / EQUIPMENT - NON-CAPITALIZED
R64R1045	GLASBY MAINTENANCE SUPPLY CO.	360.64	360.64	0131140027 4320	BR/SCH ADM/SCH ADM / OTHER OFFICE/MISC
R64S0094	GLASBY MAINTENANCE SUPPLY CO.	6,077.10	6,077.10	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
R64C0103	GRAINGER	1,095.34	1,095.34	0120230081 4410	ANAHEIM/GENERAL/MO / EQUIPMENT -
R64R1048	GRAINGER	1,071.36	1,071.36	0125230081 4410	KA/GENERAL/MO / EQUIPMENT - NON-CAPITALIZED
R64R0961	GRAY STEP SOFTWARE INC	435.00	435.00	0131000910 5210	BR/LCFFF-CONCENTRATION/INSTR / TRAVEL AND
R64T0318	HOWARD TECHNOLOGY SOLUTIONS	14,098.02	14,098.02	0108752410 4410	EIT/S & C/INSTR / EQUIPMENT - NON-CAPITALIZED
R64R1037	HOWIES ATHLETIC TAPE	390.76	390.76	0125028034 4320	KA/ATHLETICS/HEALTH / OTHER OFFICE/MISC
R64T0323	INSIGHT PUBLIC SECTOR INC	884.24	884.24	0128000010 4310	CY/INSTR / INSTRUCTIONAL MATL & SUPPLIES
R64T0324	INTELESYSONE INC.	75,147.00	75,147.00	0108392377 5610	EIT/ESSER II/DATA PROCESSING / REPAIRS/MAINT -
R64C0100	J AND A FENCE	2,490.00	2,490.00	0120232081 5610	MAINT-FENCE/MO / REPAIRS/MAINT - O/S SERVICES
R64R1004	J.W. PEPPER AND SON INC.	3,521.62	235.81	0115392410 4310	ED/EXPANDED LEARN OPPORT (ELO) /
			3,285.81	0115392410 4410	ED/EXPANDED LEARN OPPORT (ELO) / EQUIPMENT
R64A0195	JLM PSYCHOLOGICAL SERVICES INC	50,000.00	50,000.00	0172172083 5810	SAFE SCHOOLS / NON-INSTRUCTIONAL PROF
R64R1031	KENDALL HUNT PUBLISHING CO	2,311.13	2,311.13	0117751110 4210	IS/DUAL ENROLLMENT/INSTR / BOOKS AND
R64R0967	KIM'S PIANO	21,576.94	21,576.94	0153000910 6490	SP PR/LCFF-SUPPLEMENTAL / EQUIPMENT - OTHER

ANAHEIM UHSD
PURCHASE ORDER DETAIL REPORT BY VENDOR NAME
BOARD OF TRUSTEES MEETING 01/13/2022

FROM 12/06/2021 TO 01/03/2022

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
R64R1020	LIGHT LABS	168.64	168.64	0117901010 4310	LOCAL GRANTS / INSTRUCTIONAL MATL & SUPPLIES
R64R0948	MACKIN LIBRARY MEDIA	4,683.18	4,683.18	0135000024 4210	DALE /L M T / BOOKS AND REFERENCE MATERIAL
R64R0987	MACKIN LIBRARY MEDIA	327.13	327.13	0142000910 4210	OX/LCFF-CONCENTRATION/INSTR / BOOKS AND
R64R1013	MACKIN LIBRARY MEDIA	1,687.74	1,687.74	0135000024 4210	DALE /L M T / BOOKS AND REFERENCE MATERIAL
R64R0966	MC KESSON MEDICAL SURGICAL INC	73.88	73.88	0138000034 4320	BALL/HEALTH / OTHER OFFICE/MISC SUPPLIES
R64R0970	MD INSTALLATIONS INT'L INC.	2,168.00	2,168.00	0115115021 5610	EDUCATION/SUPV INST / REPAIRS/MAINT - O/S
R64R0989	MEDCO SPORTS MEDICINE	1,373.56	1,373.56	0142028034 4320	OXFORD/ATHLETICS/HEALTH / OTHER OFFICE/MISC
R64R1026	MEDCO SPORTS MEDICINE	181.16	181.16	0125028034 4320	KA/ATHLETICS/HEALTH / OTHER OFFICE/MISC
R64R1047	MEDCO SPORTS MEDICINE	9,851.42	9,107.90	0127393010 4310	KE/VEA-2B/INSTR / INSTRUCTIONAL MATL &
			743.52	0127393010 4410	KE/VEA-2B/INSTR / EQUIPMENT - NON-CAPITALIZED
R64R0999	MICHAELS STORES INC & SUBS	333.59	333.59	0140000910 4310	SO/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
R64R1007	MICHAELS STORES INC & SUBS	327.29	327.29	0121393010 4310	WESTERN/VEA-2B/INSTR / INSTRUCTIONAL MATL &
R64R0993	NASCO	221.40	221.40	0168385010 4310	GI/TITLE IV/INSTR / INSTRUCTIONAL MATL &
R64R1041	NASCO	1,271.30	1,271.30	0120385010 4310	AN/TITLE IV/INSTR / INSTRUCTIONAL MATL &
R64R1042	NASCO	1,462.55	1,462.55	0120385010 4310	AN/TITLE IV/INSTR / INSTRUCTIONAL MATL &
R64R1038	NEW MANAGEMENT INC.	237.05	237.05	0137000081 4347	SY/MO / OPERATIONS SUPPLIES - MISC
R64R0995	NEWEGG BUSINESS INC	582.21	582.21	0140032010 4310	SOUTH/GEN SCI/INSTR / INSTRUCTIONAL MATL &
R64T0332	NEWEGG BUSINESS INC	168.09	168.09	0121000910 4310	WE/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
R64T0340	NEWEGG BUSINESS INC	802.55	802.55	0121393010 4310	WESTERN/VEA-2B/INSTR / INSTRUCTIONAL MATL &
R64T0313	NORTHSTAR AV LLC	581.85	581.85	0140000910 4310	SO/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
R64R0982	OCAD ASSOCIATION	1,490.00	1,490.00	0128086040 5880	CY/ADECATH/ANCIL / OTHER OPERATING EXPENSE
R64R1017	OCAD ASSOCIATION	200.00	200.00	0127086040 5880	KE/ADECATH/ANCIL / OTHER OPERATING EXPENSE
R64A0198	OCAPICA	55,000.00	55,000.00	0102087072 5805	SUPERINTENDENT/SP EVENTS/ADM /

ANAHEIM UHSD
PURCHASE ORDER DETAIL REPORT BY VENDOR NAME
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FROM 12/06/2021 TO 01/03/2022

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
R64R0949	OFFICE DEPOT	261.71	261.71	0135257511 4310	EMOTION DISTRB/SE SEP CL/SEV / INSTRUCTIONAL
R64R0951	OFFICE DEPOT	318.38	318.38	0125000033 4320	KA/ATTN / OTHER OFFICE/MISC SUPPLIES
R64R0959	OFFICE DEPOT	107.03	107.03	0168000910 4310	GI/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
R64R0985	OFFICE DEPOT	135.74	135.74	0140000910 4310	SO/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
R64R1022	ORANGE COUNTY ATHLETIC DIRECTO	2,250.00	2,250.00	0115115010 5880	EDUCATION/INSTR / OTHER OPERATING EXPENSES
R64R0980	ORANGE COUNTY FARM SUPPLY	1,279.44	1,279.44	0122000010 4310	MA/INSTR / INSTRUCTIONAL MATL & SUPPLIES
R64R1024	PALOS SPORTS	3,740.99	3,740.99	0142000910 4310	OX/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
R64R0973	PETERSON TREE WORKS	10,475.00	10,475.00	0121222081 5610	OPERATIONS - GROUNDS / REPAIRS/MAINT - O/S
R64R0969	PHANTOM PROJECTS	481.00	481.00	0135000910 5880	DA/LCFF-CONCENTRATION/INSTR / OTHER
R64R1028	PITSCO INC.	249.63	249.63	0138261012 4310	SE RES SP(RSP)/SE RES SP/NSEV / INSTRUCTIONAL
R64R1051	PREFERRED MOBILE MUSIC ENT	449.00	449.00	0135054040 5880	DALE/AFTSCHL/ANCIL / OTHER OPERATING
R64R0972	PRO LINE GYM FLOORS INC.	23,900.00	23,900.00	0128220081 5610	OPERATIONS - GENERAL / REPAIRS/MAINT - O/S
R64T0319	REPLIT INC.	750.00	750.00	0142393010 5880	OXFORD/VEA-2B/INSTR / OTHER OPERATING
R64R1049	ROCKWELL PRINTING INC.	795.01	795.01	0117750110 4210	IS/DISTRICT PD/INSTR / BOOKS AND REFERENCE
R64R0971	SANTIAGO HIGH SCHOOL	160.00	160.00	0127000910 5880	KE/LCFF-CONCENTRATION/INSTR / OTHER
R64R0956	SCHOLASTIC BOOK CLUBS INC.	888.07	888.07	0138252011 4210	BALL/MILD MODERATE/SE SEP CL/N / BOOKS AND
R64R0953	SCHOOL SPECIALTY INC	192.25	192.25	0122381010 4310	MA/ECIA1/INSTR / INSTRUCTIONAL MATL &
R64R0954	SCHOOL SPECIALTY INC	96.12	96.12	0135000910 4310	DA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
R64R0998	SCHOOL SPECIALTY INC	860.18	860.18	0132000910 4310	OR/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
R64S0092	SCHOOL SPECIALTY INC	434.19	434.19	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
R64S0095	SCHOOL SPECIALTY INC	229.05	229.05	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
R64T0337	SCHOOL SPECIALTY INC	1,418.85	1,418.85	0121393010 4310	WESTERN/VEA-2B/INSTR / INSTRUCTIONAL MATL &
R64T0311	SEHI COMPUTER PRODUCTS INC	17,481.13	17,481.13	0108752410 4410	EIT/S & C/INSTR / EQUIPMENT - NON-CAPITALIZED

ANAHEIM UHSD
PURCHASE ORDER DETAIL REPORT BY VENDOR NAME
BOARD OF TRUSTEES MEETING 01/13/2022

FROM 12/06/2021 TO 01/03/2022

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
R64T0315	SEHI COMPUTER PRODUCTS INC	842.22	842.22	0115115021 4410	EDUCATION/SUPV INST / EQUIPMENT -
R64T0316	SEHI COMPUTER PRODUCTS INC	10,800.00	10,800.00	0108752410 5880	EIT/S & C/INSTR / OTHER OPERATING EXPENSES
R64T0321	SEHI COMPUTER PRODUCTS INC	3,659.19	3,659.19	0122393010 4410	MA/VEA-2B/INSTR / EQUIPMENT - NON-CAPITALIZE
R64T0331	SEHI COMPUTER PRODUCTS INC	363.81	363.81	0122393010 4310	MA/VEA-2B/INSTR / INSTRUCTIONAL MATL &
R64T0333	SEHI COMPUTER PRODUCTS INC	3,302.32	3,302.32	0140000910 4310	SO/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
R64T0335	SEHI COMPUTER PRODUCTS INC	363.98	363.98	0128000910 4310	CY/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
R64C0097	SHELF MASTER INC.	1,184.80	1,184.80	0117750610 4310	IS/CTE/INSTR / INSTRUCTIONAL MATL & SUPPLIES
R64R0977	SITEONE LANDSCAPE SUPPLY LLC	1,791.35	1,791.35	0122000010 4310	MA/INSTR / INSTRUCTIONAL MATL & SUPPLIES
R64R0978	SOCALGRAD	1,389.23	1,389.23	0142066027 4320	OXFORD/GRAD/ADMIN / OTHER OFFICE/MISC
R64R0992	SOUTHWEST SCHOOL AND OFFICE SU	1,865.66	1,865.66	0140000910 4310	SO/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
R64R1005	SOUTHWEST SCHOOL AND OFFICE SU	31.37	31.37	0138000034 4320	BALL/HEALTH / OTHER OFFICE/MISC SUPPLIES
R64S0093	SOUTHWEST SCHOOL AND OFFICE SU	563.74	563.74	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
R64S0096	SOUTHWEST SCHOOL AND OFFICE SU	227.31	227.31	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
R64R0988	STAPLES ADVANTAGE	197.72	197.72	0122140027 4320	MA/SCH ADM / OTHER OFFICE/MISC SUPPLIES
R64R1003	STAPLES ADVANTAGE	161.59	161.59	0172172083 4320	SAFE SCHOOLS / OTHER OFFICE/MISC SUPPLIES
R64R1006	STAPLES ADVANTAGE	114.19	114.19	0124140027 4320	LOARA/SCH ADM / OTHER OFFICE/MISC SUPPLIES
R64R1008	STAPLES ADVANTAGE	879.22	879.22	0140000010 4310	SOUTH/INSTR / INSTRUCTIONAL MATL & SUPPLIES
R64R1025	STAPLES ADVANTAGE	498.43	498.43	0140000910 4310	SO/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
R64R1016	STATE UNIVERSITY OF IOWA	299.00	299.00	0142399010 5210	TITLE II IMPR TCHR QUAL - ED / TRAVEL AND
R64T0307	STUKENT INC	800.00	800.00	0142393010 4310	OXFORD/VEA-2B/INSTR / INSTRUCTIONAL MATL &
R64A0194	SUNDGREN, VICKI R.	500.00	500.00	0153385010 5880	SP/TITLE IV, PART A/INSTR / OTHER OPERATING
R64S0091	TITAN SAFETY PRODUCTS	19,007.10	19,007.10	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES

ANAHEIM UHSD
PURCHASE ORDER DETAIL REPORT BY VENDOR NAME
BOARD OF TRUSTEES MEETING 01/13/2022

FROM 12/06/2021 TO 01/03/2022

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
R64R0974	TREE PROS INC	4,240.00	4,240.00	0135222081 5610	OPERATIONS - GROUNDS / REPAIRS/MAINT - O/S
R64R1018	U S BANK	450.00	450.00	0106106072 5880	BUSINESS/GENL ADM / OTHER OPERATING EXPENS
R64R0960	UCI WRITING PROJECT	2,040.00	2,040.00	0115750110 5210	ED/S & C (INNOVATION GNT/INSTR / TRAVEL AND
R64R0984	ULINE	432.59	432.59	0142000010 4320	OXFORD/INSTR / OTHER OFFICE/MISC SUPPLIES
R64R1023	ULINE	685.81	685.81	0100970081 4355	COMMUNITY SERVICE/MO / MAINTENANCE SUPPLI
R64T0330	VEX ROBOTICS INC	1,776.80	1,776.80	0144000910 4310	LEX/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
R64R0964	VIRTUE DESIGN GROUP INC	16,267.12	11,365.12	0120140027 4320	ANAHEIM/SCH ADM / OTHER OFFICE/MISC SUPPLIE
			4,452.00	0120140027 5610	ANAHEIM/SCH ADM / REPAIRS/MAINT - O/S SERVIC
			450.00	0120140027 5620	ANAHEIM/SCH ADM / RENTALS/OPERATING LEASES
R64R0991	WEISSMAN'S DESIGNS FOR DANCE	9,346.12	9,346.12	0115392410 4310	ED/EXPANDED LEARN OPPORT (ELO) /
R64R0981	WIPEBOOK CORP.	151.85	151.85	0140000910 4310	SO/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
Fund 01 Total:		980,141.15			
Fund 68 Total:		50,082.87			
Total Amount of Purchase Orders:		1,030,224.02			

ANAHEIM UHSD

EXHIBIT MM

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES

01/13/2022

FRO 12/06/2021 TO 01/03/2022

<u>PO NUMBE</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
R64A0006	MANHATTAN STITCHING INC	10,961.00	+1,761.00	0127027010 4310	KE/PHYS ED/INSTR / INSTRUCTIONAL MATL &
R64A0119	CINNAMON HILLS YOUTH CRISIS CT	189,421.77	+392.33	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
R64C0078	VORTEX INDUSTRIES INC	9,404.46	+2,302.00	0110230081 5610	MAINTENANCE/MO / REPAIRS/MAINT - O/S SERVICES
R64R0012	EBSCO SUBSCRIPTION SERVICE	1,373.27	+224.53	0125000910 4310	KA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
R64R0073	MB PAINTING	7,150.00	+650.00	0132237081 5610	OR/PAINT/MO / REPAIRS/MAINT - O/S SERVICES
R64R0842	COMPETITIVE AQUATICS SUPPLY	174.05	+44.75	0127028010 4310	KE/ATHLET/INSTR / INSTRUCTIONAL MATL &
R64R0845	CONTAINER ALLIANCE	1,425.84	+450.00	0147230081 5620	HOPE/GENERAL/MO / RENTALS/OPERATING LEASES
R64R0884	CAREER LAUNCH	6,719.10	+236.00	0117546521 5880	SWP K12 PATHWAY IMPR (ROUND 2) / OTHER
R64R0925	STAPLES ADVANTAGE	1,647.31	+538.75	0122140027 4410	MA/SCH ADM / EQUIPMENT - NON-CAPITALIZED
R64R0947	FUNTASTIC BALLOON & HELIUM COM	290.93	+22.97	0123025040 4310	SA/ASB/ANCIL / INSTRUCTIONAL MATL & SUPPLIES
			+22.96	0123489510 4310	SA/TUPE-COHORT J-TIER 2/INSTR / INSTRUCTIONAL
R64T0106	SOFTWARE 4 SCHOOLS	1,336.72	+151.95	0123000910 4310	SA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
R64T0288	INSIGHT PUBLIC SECTOR INC	10,033.68	-500.00	0108752410 4310	EIT/S & C/INSTR / INSTRUCTIONAL MATL & SUPPLIES
R64X0117	O'REILLY AUTO PARTS	50,000.00	+30,000.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
R64X0136	LUCYS LAUNDRY ANAHEIM	3,200.00	+2,000.00	0124028081 5560	LOARA/ATHLETICS/FIELD SUPP / LAUNDRY
R64X0189	DUNN EDWARDS PAINTS	8,000.00	+3,000.00	0110237081 4355	MAINTENANCE/PAINT/MO / MAINTENANCE SUPPLIES
R64X0316	U S BANK	50,000.00	+35,000.00	0109620037 5880	FOOD SVC/GRADES 7-12/FOOD SVC / OTHER
R64X0333	U S BANK	10,000.00	+5,000.00	0128013010 4310	CY/HECT/INSTR / INSTRUCTIONAL MATL & SUPPLIES
R64X0350	MUSICK AND PEELER AND GARRETT	13,500.00	+2,000.00	0105105072 5821	CLASS HR/GENL ADM / LEGAL FEES
Fund 01 Total:			83,297.24		
Total Amount of Change Orders:			83,297.24		

VENDOR CHECK REGISTER

December 06, 2021 Through January 03, 2022

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
A AND C URGENT CARE	V6412935	5810	70	00174464
A AND J SHEET METAL INC	V6414203	4355	261	00174081
A AND V CONTRACTORS INC.	V6410406	5610	5699	00174124
A Z BUS SALES INC.	V6400025	4385	263.98	00174170
			599.2	00174362
AAA ELECTRIC MOTOR SALES	V6400033	4355	158.04	00174158
			141.53	00174171
ABU KHALAF, ZINEH	V6412791	5220	35.28	00174172
			35.28	00174277
AC POWER 1 INC	V6413051	5610	2500	00174278
ACCO BRANDS INC.	V6405743	5610	388.27	00174082
ACS BILLING SERVICE	V6400072	5580	4506.65	00174339
ADAMS, CLARE	V6413562	5220	77.34	00174465
ADI	V6400095	4355	1616.2	00174173
ADT COMMERCIAL LLC	V6413978	5620	3395.71	00174466
ADVANTAGE WEST INVESTMENT ENTERPRISES INC.	V6412537	9320	677.37	00174340
AGRI TURF DISTRIBUTING LLC	V6412836	4347	276.81	00174341
AIRGAS USA LLC	V6413792	4387	174.9	00174174
AIRSUPPLY TOOLS INC.	V6412933	4375	877.26	00174083
			2780.1	00174175
			160.98	00174363
		9320	584.47	00174034
			1136.68	00174175
			97.65	00174395
ALC SCHOOLS LLC	V6413488	5620	9292.5	00174176
ALIVE WRAPS LLC	V6414302	5880	4940	00174396
ALL WE PRINT	V6412650	4410	3555.75	00174084
ALT REV CASH FUND	V6405194	4310	2378.95	00174397
		4320	178.25	00174397
		4390	779.19	00174397
		5880	75	00174397
	V6405196	4310	1473.99	00174279
		4320	203.3	00174279
		4347	23.49	00174279
		4390	34.16	00174279
		5210	88.14	00174279
		5880	90	00174279
AMAZON WEB SERVICES INC.	V6412894	5880	17.24	00174085
AMERICAN CASUAL	V6407489	4320	2801.5	00174398
AMERICAN FENCE COMPANY INC	V6407611	6274	114.45	00174035
AMERICAN TIME	V6410391	4355	4407.49	00174086
AMERICAN VETERAN LIGHTING INC	V6413021	4355	963.82	00174342
ANAHEIM COMMUNITY SERVICES	V6412336	5620	11759	00174280
ANAHEIM FAMILY YMCA	V6409401	5805	40174	00174036
ANAHEIM HIGH SCHOOL	V6400260	8699	2819.11	00174281
ANAHEIM UNION HIGH SCHOOL DIST	V6400267	5454	29003.96	00174219
ANIXTER	V6400966	4355	568.09	00174087
APEX LEARNING	V6410442	5880	152194	00174364
APPLE INC	V6400319	4310	937.43	00174159
			810.35	00174177
			435.75	00174220
			810.35	00174399
		4320	300.62	00174343
		4410	566.8	00174159
			22798.23	00174220
			2267.2	00174399
ARBOR SCIENTIFIC	V6400327	4310	2020.72	00174344
ARCHIVESOCIAL	V6412852	5880	7188	00174400
ARROW SERVICES INC	V6412839	5580	3855.36	00174178
ART SUPPLY WAREHOUSE	V6400350	4310	97.78	00174345
			108.9	00174467

VENDOR CHECK REGISTER
December 06, 2021 Through January 03, 2022

	<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
AT AND T		V6400374	5918	133.7	00174088
				1157.12	00174125
				46.55	00174365
		V6406157	5918	13550.9	00174089
ATKINSON ANDELSON LOYA RUUD		V6400383	5821	15176.44	00174366
AUTOMATED GATE SERVICES INC		V6414252	4355	2873.6	00174037
B AND H PHOTO VIDEO INC		V6400422	4310	436.12	00174090
				101.82	00174160
				10040.85	00174221
				145.25	00174282
				266.14	00174346
				2382.6	00174401
				63.64	00174478
				235.14	00174520
			4410	1051.64	00174090
				1290.84	00174221
				2866.12	00174401
				7361.48	00174520
			6490	278.35	00174090
				106.67	00174401
				4460.85	00174478
B AND K ELECTRIC WHOLESALE		V6400623	4355	293.88	00174179
				482.3	00174402
B AND M LAWN AND GARDEN INC		V6400423	4347	218.55	00174091
				1539.39	00174180
BALL JR HIGH SCHOOL		V6400433	5810	580	00174038
				550	00174468
			8699	694.93	00174283
BARNES AND NOBLE		V6400450	4210	11788.82	00174161
				600.96	00174284
				330.87	00174479
				620.89	00174503
BARNEY'S BLENDS INC.		V6411700	4347	68.96	00174126
BAVCO		V6407678	4355	641.54	00174092
				283.89	00174347
BEACON DAY SCHOOL		V6409269	5860	10633.92	00174348
BERTRAND'S MUSIC		V6412730	4310	3147.81	00174039
			4410	35706.53	00174039
				18264.27	00174500
BEST BUY FOR BUSINESS		V6408717	4310	1868.3	00174501
BIG D SUPPLIES		V6400508	4355	106.97	00174285
BILLINGS, JANICE		V6402265	3701	986.4	00174286
BITS AND BITS COMPANY INC		V6414044	4310	953.27	00174040
BLICK ART MATERIALS LLC		V6401357	4310	612.99	00174093
				63.88	00174127
				108.22	00174349
				2473.24	00174480
			4410	4202.21	00174093
				190.85	00174521
BND ENTERTAINMENT PRODUCTIONS		V6414329	5880	2500	00174403
BORDER TIRE		V6413240	4386	10732.76	00174181
BROOKHURST JUNIOR HIGH SCHOOL		V6400602	5810	650	00174469
			8699	839.74	00174287
BSN SPORTS		V6400615	4310	3993.33	00174094
			4410	2572.43	00174094
				6248.93	00174404
BSN SPORTS LLC		V6412536	4310	3878.82	00174504
				4300.77	00174522
			4410	2579.45	00174504
BUDDY'S ALL STARS INC		V6406311	4310	995.61	00174095
				624.95	00174128
				589.53	00174222
				614.18	00174505
C TECH CONSTRUCTION INC.		V6410905	5610	1116.4	00174405

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CADA CENTRAL	V6400658	5210	399	00174406
			399	00174470
CALIFORNIA PLUMBING PARTS	V6412567	4355	535.33	00174096
CALIFORNIA RETROFIT INC	V6406910	4355	61.42	00174288
CALIFORNIA STATE TEACHERS RETIRE SYSTEM	V6406204	3101	13787.06	00174097
			80.43	00174129
CALIFORNIA YELLOW CAB	V6413351	5870	1368	00174350
CAMBEROS, MARGARITO	V6414263	5220	42.84	00174223
CANYON AUTO GLASS	V6408005	5610	175	00174162
CAPISTRANO GOLF CARS INC	V6411745	5610	1829.66	00174182
CARE YOUTH CORPORATION	V6412565	5860	25810	00174224
CAROLINA BIOLOGICAL SUPPLY CO.	V6400778	4310	374.54	00174163
			286.11	00174183
			17.05	00174225
CCSS	V6400817	5210	450	00174184
CDW GOVERNMENT INC.	V6400819	4410	30200.17	00174367
		5880	21750.01	00174407
CERTIFIED ART SUPPLY	V6400850	9320	258.34	00174471
CERTIFIED TRANSPORTATION SVCS	V6400852	5620	2054.4	00174098
			1813.65	00174130
			1027.2	00174164
			1027.2	00174368
			1027.2	00174408
CERTIFX LIVE SCAN	V6414255	5880	375	00174409
CINNAMON HILLS YOUTH CRISIS CTR	V6407425	5860	392.33	00174041
CITY AUTO TOP	V6400953	4370	167.01	00174099
		4376	183.17	00174185
		5610	255	00174099
			240	00174185
CITY OF ANAHEIM	V6400957	5520	205525.33	00174131
			30921.41	00174289
			43079.77	00174410
			17649.12	00174472
		5530	45494.97	00174131
			9026.2	00174289
			12807.43	00174410
			3066.36	00174472
		5580	24723.73	00174131
			3522.31	00174289
			5413.39	00174410
			2733	00174472
CITY OF BUENA PARK	V6400958	5530	4973.82	00174506
		5580	497.38	00174506
CLEAN ENERGY	V6413884	4392	10286.86	00174523
COMPETITIVE AQUATICS SUPPLY	V6401046	4310	174.05	00174290
COMPREHENSIVE DRUG TESTING INC.	V6410899	5810	945	00174411
CONTAINER ALLIANCE	V6412976	5620	1425.84	00174291
CORWIN PRESS INC.	V6401107	4210	953.7	00174473
COSCO FIRE PROTECTION INC	V6412879	5610	120	00174100
CRISP IMAGING	V6408990	5610	91.59	00174412
CSMI SOLUTIONS	V6406894	5880	1750	00174413
CULVER NEWLIN	V6411589	4310	4727.39	00174414
		4320	884.41	00174414
		4410	14097.14	00174414
CVT RECYCLING	V6407455	5580	87.52	00174186
		5880	789.96	00174292
CYPRESS HIGH SCHOOL	V6405640	8699	2189.36	00174293
DAIGNAULT, KARIN	V6402510	5220	29.96	00174474
DALE JUNIOR HIGH ASB	V6405581	5810	795	00174415
DANNIS WOLIVER KELLEY	V6411357	5821	9685	00174042
DARTCO TRANSMISSION SALES SVC	V6401258	4376	2477.18	00174416
		4385	177.63	00174101
DAWN SIGN PRESS	V6407309	4150	1852.27	00174524
DEEM, MARCELLA	V6414322	4320	1226.73	00174294

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DEL SOL SCHOOL	V6411308	5860	7254	00174226
DEMCO INC	V6401318	4315	20.94	00174102
			187.44	00174295
DFA - ACTUARIES LLC	V6414332	5810	6250	00174507
DIAMOND RANCH ACADEMY INC	V6414079	5860	12865.04	00174227
DISCOUNT DANCE SUPPLY	V6409507	4310	624.52	00174475
			693.91	00174481
DISCOVERY RANCH	V6413718	5860	1665.84	00174103
DISNEYLAND RESORT	V6411011	5880	7190	00174476
DONALD KROTEE PARTNERSHIP INC	V6413265	5810	12956.21	00174043
DUCA, JASON	V6407065	5220	77.05	00174132
DUNN EDWARDS PAINTS	V6401448	4355	283.83	00174165
			433.17	00174296
EBS CO SUBSCRIPTION SERVICE	V6401474	4310	465.5	00174166
			1250.21	00174417
ECOCENTER INC.	V6414311	5805	13750	00174187
ECONOMY RENTALS INC	V6401478	5620	21488.66	00174104
			200	00174188
ENCORE GROUP (USA) LLC	V6414292	5880	678.02	00174477
ENCORP	V6409154	5610	8700	00174044
ESCOE, BARRY	V6400453	3701	2294.7	00174297
EWING IRRIGATION PRODUCTS	V6401634	4355	359.64	00174105
			473.65	00174133
			970.45	00174167
			256.64	00174298
EXPO PROPANE	V6412144	5810	518.17	00174134
F.M. THOMAS AIR CONDITIONING INC.	V6401651	5610	2960	00174299
FARMAN, JUANA	V6406999	5220	98.39	00174135
FARMERS AND MERCHANTS BANK	V6412156	5880	13607.97	00174228
FBLA	V6409984	5880	2410	00174106
FEDEX	V6401675	5910	86.22	00174045
FELIX, STEPHANIE	V6412478	5220	89.37	00174300
FENTON.OR1.LLC	V6414200	5810	1125	00174229
FERGUSON ENTERPRISES INC	V6409823	4355	2097.96	00174230
FERRELLGAS LP	V6411875	5810	6511.07	00174189
			3066.56	00174301
			7901.5	00174418
FLEET SERVICES INC	V6405625	4376	1459.49	00174190
			815.67	00174419
		4385	27.01	00174190
		5610	4758	00174190
FLORES, STEPHANIE	V6412292	5220	166.88	00174136
FORMAL FASHIONS INC	V6406484	4310	159	00174231
FULLER TRUCK ACCESSORIES	V6401773	4355	1648.58	00174046
FUNTASTIC BALLOON & HELIUM COMPANY	V6414314	4310	290.25	00174369
G M BUSINESS INTERIORS	V6412498	4320	429.73	00174232
GALLAGHER & ASSOCIATES INC	V6414303	5810	5000	00174191
GANAHL LUMBER CO	V6401804	4310	128.67	00174192
		4355	393.44	00174192
GARCIA, JORDANNE	V6411753	5220	112.73	00174137
GAS COMPANY, THE	V6404372	5510	6476.39	00174233
GATEWAY MEDICAL CENTER	V6401819	5810	85	00174047
			235	00174420
GHA TECHNOLOGIES INC	V6411060	4310	1721.85	00174421
GILBERT HIGH SCHOOL	V6407727	8699	40	00174302
GLASBY MAINTENANCE SUPPLY CO.	V6401863	4347	2517.73	00174193
GLEN AND PIA ILUSTRISIMO	V6414242	5880	7392	00174234
GLENN, JERRY	V6402322	3701	1321.2	00174303
GOLDEN STATE WATER COMPANY	V6408018	5530	24974.3	00174422
GONZALEZ, LAURA	V6410576	5220	68.32	00174138
GORM INC	V6401904	9320	8805.13	00174235
GRAINGER	V6404982	4355	2365.33	00174236
		4376	25.35	00174236
		4387	212.35	00174423

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GRAY STEP SOFTWARE INC	V6411851	5210	870	00174107
			435	00174194
GRAYBAR ELECTRIC COMPANY	V6401918	4355	172.62	00174237
GREATER ANAHEIM SELPA	V6401927	8311	264840.24	00174139
H AND H AUTO PARTS WHOLESALE	V6401967	4376	588.01	00174195
		4385	116.4	00174048
			194.85	00174195
			411.03	00174424
HARBOR COATING & RESTORATION	V6414146	5610	5350	00174049
HATCHER, PATTY	V6408994	5220	34.6	00174196
HAUGEN, CRAIG	V6401122	3701	1027.5	00174304
HAULWAY STORAGE CONTAINERS INC.	V6410468	5620	383.6	00174050
HEALTHY ADVENTURES FOUNDATION	V6412541	5810	3191.38	00174197
HERRERA, KACIE	V6412743	4320	79.56	00174425
HI POD	V6409778	4410	2303.92	00174198
HIGH SCHOOL ESPORTS LEAGUE INC	V6414125	5880	1000	00174051
HOLLYWOOD BABE INC	V6413640	4310	4730	00174370
HOME DEPOT CREDIT SERVICES	V6405234	4355	2382.31	00174199
HUNG, JENNIFER	V6413786	4310	329.21	00174305
ICS SERVICE CO.	V6406452	5610	867	00174306
IDMS INC.	V6408116	5880	399.95	00174108
ILLUMINATION INSTITUTE	V6412987	5805	32000	00174426
IMAGE APPAREL FOR BUSINESS	V6402628	4345	292.97	00174307
		4388	1125.56	00174427
INSPIRED RESOLUTIONS LICENSED CLINICAL SOCIAL WORKER INC.	V6413887	5805	1333.36	00174200
INTERVISION SYSTEMS LLC	V6413873	5810	12976.62	00174428
J AND B MATERIALS	V6400875	4355	2864.73	00174052
			132.86	00174201
J.W. PEPPER AND SON INC.	V6402214	4310	24.73	00174109
JACKSONS A S BREA F M P	V6406346	4347	206.4	00174053
			44.78	00174202
JANEC, JACK	V6414319	4355	38.07	00174140
JFK TRANSPORTATION CO INC	V6413170	5620	6396.25	00174054
JHM SUPPLY INC.	V6411647	4355	1227.29	00174055
			3073.16	00174203
JLM PSYCHOLOGICAL SERVICES INC.	V6414218	5810	3850	00174238
JM AND J CONTRACTORS	V6410460	5610	12250	00174429
JUNIOR LIBRARY GUILD	V6402477	5880	1130.79	00174430
KAIZEN COLLISION CENTER	V6414310	4370	3777.05	00174056
		5610	2082.2	00174056
KATELLA HIGH SCHOOL	V6402515	5810	1977	00174431
		8699	5227.12	00174308
KENNEDY HIGH SCHOOL	V6402571	5810	1846	00174141
		8699	1043.57	00174309
KING, SHARON	V6410664	5880	400	00174239
KNEPP, AMANDA	V6413870	5220	60.34	00174142
KNOWLEDGE MATTERS	V6405692	5880	2800	00174432
KYA SERVICES	V6411393	5610	54852.22	00174143
KYOCERA DOCUMENT SOLUTIONS AMERICA INC.	V6412795	4310	88587.21	00174372
		4320	20615.81	00174372
LA PALMA CLEANERS	V6411465	5560	918	00174204
LABELL EXCHANGE	V6412680	5918	654.91	00174144
LANGUAGE NETWORK INC	V6409301	5810	1209.75	00174057
			2190	00174373
			1778.75	00174433
LARNER, JOHN	V6402395	3702	1972.8	00174310
LAW OFFICES OF SHEILA C.BAYNE	V6414140	5821	18000	00174205
LEE, GRACE	V6412783	4310	1255.62	00174434
LENNOX INDUSTRIES INC	V6414224	4410	4039.55	00174311
LETNER ROOFING	V6402725	5610	7596.45	00174435
LETTER PERFECT SIGNS	V6402726	4355	1040.24	00174206
LEXINGTON JUNIOR HIGH SCHOOL	V6402729	5810	650	00174436
		8699	933.61	00174312
LISTENWISE	V6414299	5880	1971	00174313

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LOARA ASB		V6402803	5810	2009	00174145
				1994	00174437
			8699	2129.03	00174314
LRP PUBLICATIONS		V6402849	5880	16521	00174207
LUCYS LAUNDRY ANAHEIM		V6412017	5560	265.76	00174240
				674.52	00174315
MACKIN LIBRARY MEDIA		V6402903	4210	474.48	00174058
				616.55	00174208
				535.05	00174438
MAGNOLIA HIGH SCHOOL		V6402920	5810	3509	00174439
			8699	1470.85	00174316
MANHATTAN STITCHING INC		V6413802	4310	6047.75	00174059
				460.9	00174209
				6640.26	00174440
MARK ENTERPRISES INC		V6411936	5880	27605	00174210
MARKERBOARD PEOPLE, THE		V6404677	4310	290	00174317
MARKERTEK VIDEO SUPPLY		V6402990	4355	646.05	00174060
MB PAINTING		V6413459	5610	7150	00174502
MC CORMICKS ENTERPRISES INC		V6403053	4410	1738.72	00174061
MC FADDEN DALE HARDWARE CO		V6403056	4355	431.82	00174062
				676.7	00174211
MC GRAW HILL EDUCATION INC.		V6411310	4150	487.47	00174441
MD GRAPHIC INSTALLERS INC		V6413286	4410	4100	00174110
MD INSTALLATIONS INT'L INC.		V6410469	5610	2022	00174442
MIGUEL, NUBIA		V6413585	5220	46.12	00174318
MIKE BROWN GRANDSTANDS INC		V6403133	5610	22000	00174241
MINAMI, BRAD		V6412955	5210	312.88	00174443
MISSION LINEN SUPPLY		V6411115	4388	400.05	00174212
				114.99	00174444
MONTENEGRO, ROBERT		V6403968	3701	1081.8	00174319
MONTGOMERY HARDWARE CO.		V6405624	4355	2750.71	00174063
				2883.07	00174213
			4410	2082.31	00174213
MORSCO SUPPLY LLC		V6412910	4355	877.09	00174064
MUSIC AND ARTS CENTER		V6411397	4310	2091.01	00174065
			4410	24228.75	00174065
MUSICK AND PEELER AND GARRETT LLP		V6411143	5821	5753.8	00174111
NASCO		V6403253	9320	179.89	00174146
NELSON, BLAIR		V6414312	5210	269	00174147
NELSON, CALLIE		V6414294	5220	58.91	00174214
NEW HAVEN YOUTH AND FAMILY SRVS		V6407247	5860	34807.33	00174066
NEWEGG BUSINESS INC		V6412716	4310	1631.09	00174215
NORTH ORANGE COUNTY REGIONAL		V6403384	4390	101.32	00174445
			7283	672140.08	00174242
OCAD ASSOCIATION		V6405541	5880	1690	00174508
OCAPICA		V6407506	5805	55000	00174351
OCDE		V6403452	5210	1650	00174483
			5880	899.81	00174320
			7141	46345.59	00174216
OFFICE DEPOT		V6403421	4310	48.15	00174446
				865.4	00174484
			4320	12.92	00174067
				219.17	00174113
				424.35	00174446
OFFICE SOLUTIONS BUSINESS PRODUCTS		V6411976	9320	1753.36	00174244
OLIVE CREST ACADEMY		V6410765	5860	29382.27	00174374
				40210.72	00174394
ORANGE COUNTY ATHLETIC DIRECTOR'S ASSOCIATION		V6414335	5210	0	00174509
			5880	2250	00174509
ORANGE COUNTY BEARING		V6409966	4355	137.92	00174447
ORANGE COUNTY FIRE PROTECTION		V6403457	5610	720.86	00174321
ORANGE COUNTY PUBLIC SAFETY		V6411157	5810	142.5	00174148
				955	00174245
ORANGE LEAGUE, THE		V6404680	5310	1750	00174352

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ORANGEVIEW JR HIGH SCHOOL	V6403468	8699	701.62	00174322
O'REILLY AUTO PARTS	V6411401	4370	1396.53	00174243
			516.21	00174482
		4375	57.11	00174243
			167.01	00174482
		4376	55.73	00174482
		4385	1037.2	00174243
			1563.54	00174482
		4387	387.91	00174243
			527.95	00174482
		4410	829.66	00174112
ORVAC ELECTRONICS	V6403479	4355	145.44	00174068
			9.14	00174246
OXFORD ACADEMY	V6403485	5810	6666	00174510
		8699	755.41	00174323
PALMER, DONALD	V6405811	5220	39.43	00174375
PARADIGM HEALTHCARE SERVICES LLC	V6403536	5810	1276.93	00174353
PARK, ESTHER	V6411350	5220	156.24	00174376
PARKER AND COVERT LLP	V6403544	5821	5775.76	00174069
PATINO, REUBEN	V6403910	5220	72.58	00174247
PATTERSON, COLLEEN R.	V6412733	5810	1995.03	00174248
PENNER PARTITIONS INC	V6403625	4355	187.22	00174485
PERFECTION LEARNING CORP	V6403635	4210	698.3	00174149
			1100.6	00174448
PEST OPTIONS INC	V6406848	5610	675	00174249
PINEDA'S NURSERY INC	V6403670	4347	304.81	00174114
			125.6	00174250
PIPS	V6407384	3601	359506.13	00174168
		3602	119835.37	00174168
PITNEY BOWES	V6403677	5910	3460.06	00174377
PITTMAN, CRISTINA	V6411677	4390	800.3	00174449
PLUMBING AND INDUSTRIAL SUPPLY CO INC	V6412332	4355	132.24	00174150
POOL SUPPLY OF ORANGE COUNTY	V6403700	4355	612.45	00174151
			8900.18	00174378
PORTA PHONE	V6403701	4410	3364.26	00174115
PORTVIEW PREPARATORY INC.	V6411850	5860	17661.68	00174354
POSTERARO, RACHEL	V6414208	5220	74.76	00174251
PRESTWICK HOUSE	V6403742	4210	61.96	00174355
PROTEC	V6414081	4310	1861.9	00174152
			997.5	00174324
RAINBOW RESOURCE CENTER INC.	V6414300	4310	79.79	00174252
RAMIREZ, MARIA T.	V6412066	5220	86.24	00174379
RAY LITE INDUSTRIES INC.	V6411422	4355	30304.69	00174356
REAL, JEANNETTE	V6411176	5220	186.54	00174253
REEL LUMBER SERVICE	V6403871	4355	105.98	00174116
REFRIGERATION SUPPLIES DIST.	V6403873	4355	229.51	00174357
RELIABLE WORKPLACE SOLUTIONS	V6403889	4370	153.51	00174117
REPUBLIC SERVICES OF SO. CALIFORNIA	V6410174	5580	14967.61	00174486
REVOLVING CASH FUND	V6405190	1101	1050	00174254
		1106	1500	00174254
		2499	659.22	00174325
		4347	8.6	00174325
		4390	500	00174325
		4392	153.37	00174325
		5210	165	00174254
		5880	514.48	00174254
			4103.47	00174325
		5910	136.9	00174254
		8672	31790.25	00174254
		8675	125	00174254
		8699	523.07	00174325
REYES, JOY	V6412548	5880	203.49	00174380
RITZ CLEANERS, THE	V6412555	5560	1200	00174450
ROBOTSHOP INC.	V6412098	4310	11289.18	00174255

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ROCKLER WOODWORKING AND HARDWARE	V6403987	4310	385.08	00174256
		4410	161.59	00174153
ROSSIER PARK SCHOOL	V6411451	5860	464.22	00174257
S AND S WORLDWIDE DISCOUNT SPORTS	V6404052	4310	87	00174451
		4320	1106.98	00174451
S.C. SIGNS AND SUPPLIES LLC	V6410977	4355	465.48	00174326
SAFETY KLEEN SYSTEMS INC.	V6404072	5610	732.18	00174452
			472	00174487
SANTIAGO HIGH SCHOOL	V6404116	5880	160	00174327
SAVANNA HIGH SCHOOL	V6404130	8699	1662.6	00174328
SAVVAS LEARNING COMPANY	V6403609	4210	785.33	00174453
SCHOOL HEALTH CORPORATION	V6404160	4320	18.68	00174488
			179.43	00174511
SCHOOL NURSE SUPPLY INC	V6404166	4320	287.27	00174258
SCHOOL SPECIALTY INC	V6404173	9320	1010.45	00174259
			54.82	00174489
SCHORR METALS INC	V6404179	4355	3786.08	00174070
SEHI COMPUTER PRODUCTS INC	V6404221	4410	1078577.5	00174381
SELL, JEREMY	V6407285	4347	201.14	00174382
SHELTON, MIKE	V6403136	3701	1972.8	00174329
SIERRA SCHOOL EQUIPMENT COMPANY	V6406486	4410	15718.58	00174260
SIGLER INC., RUSSELL	V6410420	4355	16.77	00174261
			1105.71	00174330
SMARTSIGN	V6411431	4320	440.7	00174154
SOLIS GROUP, THE	V6412965	6245	5000	00174383
SOQUI LOPEZ, SUSANA	V6408049	4310	229.29	00174071
SOUTH COAST PAINTING INC	V6414145	5610	12040	00174384
SOUTH JHS ASB	V6405227	5810	345	00174512
		8699	2833.5	00174331
SOUTHEASTERN PERFORMANCE APPAR	V6404367	4310	6077.6	00174118
SOUTHERN COUNTIES LUBRICANTS LLC	V6414034	4384	2978.76	00174513
SPORTS FACILITIES GROUP INC	V6410318	4410	1881.61	00174490
		6490	40478.48	00174155
SPRINT SOLUTIONS INC	V6411072	5918	320.79	00174119
STANBURY UNIFORMS	V6406508	4310	82096.88	00174514
STAPLES ADVANTAGE	V6410116	4320	80.78	00174262
		4410	773.09	00174072
STEINBRICK, GAIL	V6408751	5220	187.43	00174263
STEINLE, CHARLES	V6410113	3701	1321.2	00174332
SUNDGREN, VICKI R.	V6413221	5880	500	00174264
SUPERIOR TEXT	V6412726	4150	97.68	00174120
SWEETWATER	V6409201	4410	1378.13	00174265
SWITZER, MICHAEL	V6411497	5220	55.16	00174491
SYCAMORE JR HIGH ASB	V6404569	5810	1280	00174515
		8699	1210.61	00174333
T MOBILE	V6410424	5918	13375.63	00174267
			2234.4	00174269
		5930	20960	00174266
			40159.88	00174268
TELOS EDUCATIONAL SERVICES	V6414211	5805	14565	00174454
TFH USA LTD	V6407263	4310	104.65	00174270
THOMAS, MATTHEW	V6412272	5210	1373.13	00174492
THOMSON REUTERS WEST	V6407958	5880	161	00174493
TIME AND ALARM SYSTEM	V6404729	4355	271.05	00174271
		4410	1181.94	00174271
TIME WARNER CABLE	V6411698	5930	2940.26	00174516
TORO AIRE INC	V6408584	4355	85.12	00174073
TRAN, THAO	V6412446	5220	39.76	00174121
TRUCK PRO PTO SALES CORPORATION	V6403784	4387	732.68	00174122
			2202.14	00174494
TRUMAN ARNOLD COMPANIES	V6413612	4382	25922.53	00174123
TUPARAN, LUIS	V6410822	5220	179.14	00174074
TURF STAR INC	V6404805	4347	2913.87	00174495
TWINING CONSULTING	V6412575	5810	601.84	00174385

VENDOR CHECK REGISTER
December 06, 2021 Through January 03, 2022

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
U S BANK	V6406511	4310	19924.89	00174496
		4311	229.87	00174496
		4320	634.12	00174496
		4347	797.32	00174496
		4355	1804.4	00174496
		4390	702.61	00174496
		4410	1455.84	00174496
		5210	-161.92	00174496
		5880	14745.43	00174496
			450	00174517
VALLEY VISTA SERVICES INC	V6411966	5580	7142.7	00174334
VIRTUE DESIGN GROUP INC	V6414040	5610	16267.11	00174272
VISION COMMUNICATIONS CO.	V6404955	4320	484.88	00174273
		4410	1128.15	00174273
VISTA PAINT CORPORATION	V6404961	4355	107.8	00174274
W STRATEGIES LLC	V6414038	5810	5000	00174156
WALKER JR HIGH SCHOOL	V6404990	5810	800	00174518
		8699	967.92	00174335
WALTERS WHOLESALE	V6409053	4355	273.75	00174075
WESTERN HIGH SCHOOL ASB	V6405044	8699	2182.71	00174336
WRESTLINGMART.COM	V6408073	4310	1528.2	00174497
WRIGHT STUFF INC., THE	V6410902	4310	214.75	00174498
YOUTH CARE OF UTAH INC	V6414051	5860	9817	00174358
ZISKO, AMBER	V6406552	5220	34.33	00174386
GENERAL FUND (0101)			5,100,002.08	
CASE AND SONS CONSTRUCTION INC	V6400796	6270	109848.5	00174076
CRISP IMAGING	V6408990	6241	2988.05	00174455
		6276	57.98	00174455
HCI SYSTEMS INC	V6413251	6276	315	00174456
JM AND J CONTRACTORS	V6410460	6274	7125	00174387
JOHNSON FAVARO	V6412904	6212	33826.05	00174077
MILLER CONSTRUCTION	V6414017	6270	553282.39	00174078
QUICK CRETE PRODUCTS CORP	V6403805	6445	94660.55	00174388
REVOLVING CASH FUND	V6405190	6210	5912.5	00174337
		6222	1833.88	00174337
RMA GROUP	V6412381	6290	12450.31	00174519
SUN PAC STORAGE CONTAINERS INC	V6414092	6274	2065	00174079
THE NAZERIAN GROUP	V6413902	6165	359833.51	00174457
VITAL INSPECTION SERVICES INC	V6412251	6291	14490	00174389
GOB,ELECTION 2014, SERIES 2019 (2127)			1,198,688.72	
CRISP IMAGING	V6408990	6241	90.51	00174458
CULVER NEWLIN	V6411589	4310	3434.4	00174390
		4410	874.83	00174390
			860.71	00174459
PUBLIC ECONOMICS INC	V6403787	5810	5545.69	00174080
REVOLVING CASH FUND	V6405190	8681	1085.28	00174275
SCHOOL FACILITY CONSULTANTS	V6404158	5810	1793.75	00174391
CAPITAL FACILITIES (2525)			13,685.17	
CRISP IMAGING	V6408990	6241	379.12	00174460
J AND A FENCE	V6409989	6126	19445.05	00174392
SPECIAL FACILITIES FUND (4041)			19,824.17	
AUHSD	V6400400	5890	483.36	00174276
DEPARTMENT OF INDUSTRIAL RELATIONS	V6409924	5811	50082.87	00174217
INSURANCE - WCI (6768)			50,566.23	

VENDOR CHECK REGISTER
December 06, 2021 Through January 03, 2022

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
AMERICAN FIDELITY ASSURANCE COMPANY	V6408036	5450	9618.22	00174157
AUHSD	V6400400	5891	1501746.18	00174169
			1049901	00174359
			644201.32	00174499
CALIFORNIA SCHOOLS DENTAL COALITION	V6405368	5892	159888	00174461
EXPRESS SCRIPTS INC.	V6410974	5895	252332.09	00174218
			204885.75	00174360
GALLAGHER BENEFIT SERVICES INC.	V6408675	5812	13339.67	00174462
LINCOLN LIFE ASSURANCE COMPANY OF BOSTON	V6413790	5462	15585.09	00174393
PINNACLE CLAIMS MANAGEMENT INC.	V6409946	5812	700	00174463
RETIREE FIRST LLC.	V6413748	5466	175250.16	00174361
REVOLVING CASH FUND	V6405190	5499	87.4	00174338
HEALTH & WELFARE INS FUND (6769)			4,027,534.88	
			10,410,301.25	
			10410301.25	
			0	

**ANAHEIM UNION HIGH SCHOOL DISTRICT
ASB SUMMARY OF CASH BALANCES
NOVEMBER 2021**

School Name	Prior Month Total	Current Month			
		Checking	Petty Cash / Change Fund	Savings	Total
Anaheim	361,383.40	293,728.05	1,000.00	64,325.68	359,053.73
Western	351,792.96	212,526.80	1,275.00	128,505.03	342,306.83
Magnolia	153,489.97	154,943.26	700.00	-	155,643.26
Savanna	114,614.67	106,617.88	500.00	221.39	107,339.27
Loara	274,429.93	223,334.63	800.00	37,465.50	261,600.13
Katella	264,840.71	263,441.30	2,100.00	-	265,541.30
Kennedy	408,620.87	428,762.23	1,300.00	-	430,062.23
Cypress	666,978.67	724,318.23	1,700.00	-	726,018.23
Brookhurst	19,510.73	19,558.85	-	-	19,558.85
Orangeview	30,885.47	31,941.82	-	-	31,941.82
Walker	99,301.73	100,031.07	-	-	100,031.07
Dale	96,994.17	92,505.15	200.00	-	92,705.15
Sycamore	32,773.61	29,231.70	-	-	29,231.70
Ball	16,704.40	14,512.65	-	-	14,512.65
South	55,241.62	54,360.84	-	-	54,360.84
Oxford	728,136.22	706,789.07	350.00	-	707,139.07
Lexington	83,180.13	83,304.71	-	-	83,304.71
Hope	73,758.71	75,421.72	-	-	75,421.72
Gilbert	39,167.78	39,126.52	-	-	39,126.52
Cambridge	937.95	1,106.39	-	-	1,106.39
Total	3,872,743.70	3,655,562.87	9,925.00	230,517.60	3,896,005.47

**Anaheim Union High School District
Cafeteria Fund
Financial Statements
October 2021**



Balance Sheet
Anaheim Union High School District
10/31/2021

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Account Number	Description	
Asset	Assets	
CASH		
9120	Cash-Checking	(\$889,114.74)
9122	Change Fund	\$6,650.00
Total CASH		(\$882,464.74)
RECEIVABLE		
9210	A/R - Current	\$100.00
9280	A/R - State	\$417,876.64
9290	A/R - Federal	\$6,486,785.93
Total RECEIVABLE		\$6,904,762.57
INVENTORIES		
9321	Food	\$263,929.81
9323	Supplies	\$166,316.14
Total INVENTORIES		\$430,245.95
Total Asset		\$6,452,543.78
Liability	Liabilities and Fund Balance	
LIABILITIES		
9510	A/P - Current	\$2,063,527.12
9580	Sales Tax Liability	\$1,115.88
9599	Purchases Clearing	\$0.00
9650	Deferred Revenue	\$179,998.28
Total LIABILITIES		\$2,244,641.28
Total Liability		\$2,244,641.28
Fund Balance	Liabilities and Fund Balance	
FUND BALANCE		
9780	Fund Balance: Central Kitchen	\$2,799,332.90
9798	Fund Balance	\$0.00
Total FUND BALANCE		\$2,799,332.90
Total Fund Balance		\$2,799,332.90
Current Year Profit (Loss)		\$1,408,569.55
Total Liabilities and Fund Balance		\$6,452,543.73
Show all data		



Statement of Revenue and Expense

Anaheim Union High School District

12/21/2021 1:36:04 PM

	Period 4 Ending in 10/31/2021				Period 4 Ending in 10/31/2020			
	Monthly	%	YTD	%	Monthly	%	YTD	%
Revenue								
Local Revenue								
8635	\$77,080.09	2.91 %	\$217,234.54	2.83 %	\$0.00	0.00 %	\$10.15	0.00 %
A La Carte Sales								
8636	\$41.73	0.00 %	\$144.64	0.00 %	\$0.00	0.00 %	\$2.78	0.00 %
Adult Rev. - Breakfast								
8637	\$563.53	0.02 %	\$1,593.82	0.02 %	\$118.79	0.01 %	\$189.52	0.01 %
Adult Rev. - Lunch								
Local Revenue	\$77,685.35	2.94 %	\$218,973.00	2.85 %	\$118.79	0.01 %	\$202.45	0.01 %
Federal Reimbursements								
8200	\$412,542.62	15.59 %	\$1,268,455.92	16.52 %	\$437,986.34	32.95 %	\$1,134,527.52	34.03 %
Fed. Meal Rev.-Breakfast								
8220	\$1,992,159.26	75.30 %	\$5,696,306.52	74.20 %	\$725,846.40	54.60 %	\$1,856,296.80	55.67 %
Fed. Meal Rev.-Lunch								
8290	\$16,444.00	0.62 %	\$44,880.00	0.58 %	\$0.00	0.00 %	\$0.00	0.00 %
Misc Fed Rev.-Snack								
Federal Reimbursements	\$2,421,145.88	91.51 %	\$7,009,642.44	91.30 %	\$1,163,832.74	87.55 %	\$2,990,824.32	89.70 %
State Reimbursements								
8500	\$41,664.70	1.57 %	\$128,107.58	1.67 %	\$48,590.75	3.66 %	\$124,684.78	3.74 %
St. Meal Rev.-Breakfast								
8520	\$114,753.91	4.34 %	\$328,123.06	4.27 %	\$49,297.03	3.71 %	\$126,073.44	3.78 %
St. Meal Rev.-Lunch								
State Reimbursements	\$156,418.61	5.91 %	\$456,230.64	5.94 %	\$97,887.78	7.36 %	\$250,758.22	7.52 %
Other Revenue								
8638	(\$363.84)	-0.01 %	(\$335.62)	0.00 %	\$0.00	0.00 %	\$39.79	0.00 %
Cash Over & Short								
8699	(\$9,091.96)	-0.34 %	(\$7,319.31)	-0.10 %	\$67,500.00	5.08 %	\$92,532.82	2.78 %
Spec Activity/Cater								
Other Revenue	(\$9,455.80)	-0.36 %	(\$7,654.93)	-0.10 %	\$67,500.00	5.08 %	\$92,572.61	2.78 %
Total Revenue	\$2,645,794.04	100.00 %	\$7,677,191.15	100.00 %	\$1,329,339.31	100.00 %	\$3,334,357.60	100.00 %
Expense								
Food Purchases & Govnmt								
4700	\$695,637.78	26.29 %	\$1,980,977.83	25.80 %	\$368,594.88	27.73 %	\$865,189.33	25.95 %
Food Purchases								
Food Purchases & Govnmt	\$695,637.78	26.29 %	\$1,980,977.83	25.80 %	\$368,594.88	27.73 %	\$865,189.33	25.95 %
Supplies								
4300	\$14,227.19	0.54 %	\$74,933.48	0.98 %	\$5,204.40	0.39 %	\$58,891.02	1.77 %
Materials & Supplies								
4400	\$1,750.90	0.07 %	\$27,268.87	0.36 %	\$1,994.76	0.15 %	\$3,762.90	0.11 %
Noncapitalized Equipment-Over \$500								
4790	\$133,626.39	5.05 %	\$268,695.29	3.50 %	\$29,843.13	2.24 %	\$45,754.29	1.37 %
Supplies (Food)								
Supplies	\$149,604.48	5.65 %	\$370,897.64	4.83 %	\$37,042.29	2.79 %	\$108,408.21	3.25 %
Salaries								
2200	\$741,755.68	28.04 %	\$2,093,983.62	27.28 %	\$719,218.51	54.10 %	\$2,046,550.65	61.38 %
Classified Salaries								
2300	\$36,726.50	1.39 %	\$145,725.67	1.90 %	\$36,266.67	2.73 %	\$144,706.84	4.34 %
Class.Sup/Admin Salaries								
2400	\$50,202.82	1.90 %	\$153,383.13	2.00 %	\$38,761.80	2.92 %	\$136,067.15	4.08 %
Clerical/Office Salaries								
Salaries	\$828,685.00	31.32 %	\$2,393,092.42	31.17 %	\$794,246.98	59.75 %	\$2,327,324.64	69.80 %



Statement of Revenue and Expense

Anaheim Union High School District

12/21/2021 1:36:04 PM

	Period 4 Ending in 10/31/2021				Period 4 Ending in 10/31/2020			
	Monthly	%	YTD	%	Monthly	%	YTD	%
Benefits								
3202	\$145,514.40	5.50 %	\$432,713.94	5.64 %	\$132,777.55	9.99 %	\$393,529.02	11.80 %
PERS, Classified Position								
3302	\$61,370.45	2.32 %	\$180,218.21	2.35 %	\$60,429.76	4.55 %	\$177,328.91	5.32 %
OASD/MED/Classified Position								
3402	\$191,037.48	7.22 %	\$757,173.25	9.86 %	\$197,403.23	14.85 %	\$798,332.43	23.94 %
HIth/Welfare, Classified								
3502	\$4,125.21	0.16 %	\$12,875.15	0.17 %	\$397.12	0.03 %	\$1,162.38	0.03 %
SUI, Classified Position								
3602	\$20,895.40	0.79 %	\$60,941.86	0.79 %	\$20,937.72	1.58 %	\$61,330.00	1.84 %
Workers Comp, Classified								
3702	\$0.00	0.00 %	\$0.00	0.00 %	\$0.00	0.00 %	\$645.63	0.02 %
Retire. Benefits, Classified								
Benefits	\$422,942.94	15.99 %	\$1,443,922.41	18.81 %	\$411,945.38	30.99 %	\$1,432,328.37	42.96 %
Other Expenses								
5200	\$1,103.22	0.04 %	\$2,801.51	0.04 %	\$563.39	0.04 %	\$2,181.32	0.07 %
Travel & Conference								
5500	\$9,873.75	0.37 %	\$31,432.50	0.41 %	\$9,342.50	0.70 %	\$23,120.00	0.69 %
Operation & Housekeeping								
5600	\$3,413.57	0.13 %	\$18,811.14	0.25 %	\$2,963.13	0.22 %	\$14,884.58	0.45 %
Rental/Lease/Repair								
5800	\$3,562.94	0.13 %	\$20,452.03	0.27 %	\$33.60	0.00 %	\$29,478.45	0.88 %
Prof. Consult Service/Other Operating Exp								
5900	\$69.72	0.00 %	\$107.43	0.00 %	\$2,850.20	0.21 %	\$16,130.10	0.48 %
Fax, Pager, Postage								
Other Expenses	\$18,023.20	0.68 %	\$73,604.61	0.96 %	\$15,752.82	1.19 %	\$85,794.45	2.57 %
Capital Outlay								
6500	\$0.00	0.00 %	\$6,126.69	0.08 %	\$0.00	0.00 %	\$0.00	0.00 %
Equipment- Over \$5000								
Capital Outlay	\$0.00	0.00 %	\$6,126.69	0.08 %	\$0.00	0.00 %	\$0.00	0.00 %
Total Expense	\$2,114,893.40	79.93 %	\$6,268,621.60	81.65 %	\$1,627,582.35	122.44 %	\$4,819,045.00	144.53 %
Net Profit (Loss)	\$530,900.64	20.07 %	\$1,408,569.55	18.35 %	(\$298,243.04)	-22.44 %	(\$1,484,687.40)	-44.53 %

Show all data

ANAHEIM UNION HIGH SCHOOL DISTRICT
Business Division
2020/2021 MONTHLY ENROLLMENT REPORT
MONTH 5
11/29/2021 - 12/17/2021

SCHOOL	REGULAR DAY				SUBTOTAL	HOSP/HM	SP ED		TOTAL STUDENTS
	9th	10th	11th	12th					
Anaheim	676	716	651	584	2,627	1		170	2,798
Cypress	699	665	724	650	2,738	2		84	2,824
Katella	625	621	576	596	2,418	1		181	2,600
Kennedy	528	521	500	521	2,070	3		75	2,148
Loara	383	402	399	416	1,600	2		118	1,720
Magnolia	414	409	286	361	1,470	-		149	1,619
Oxford	224	211	194	196	825	-		-	825
Savanna	433	452	364	332	1,581	-		90	1,671
Western	405	435	375	364	1,579	2		94	1,675
Total Comprehensive	4,387	4,432	4,069	4,020	16,908	11		961	17,880
Anaheim Independent Learning Center	-	3	30	112	145	-		-	145
Cambridge Virtual Academy	23	29	30	20	102	-		-	102
Gilbert High School	-	2	291	285	578	6		115	699
Katella Satellite Independent Study	15	19	38	28	100	-		-	100
Kennedy Satellite Independent Study	12	25	41	50	128	-		-	128
Nonpublic School	-	-	-	-	-	-		31	31
Polaris High School	22	25	20	37	104	-		1	105
Special Education Transition Program	-	-	-	-	-	-		188	188
Western Independent Learning Center	1	9	37	51	98	-		-	98
Total Alternative Ed	73	112	487	583	1,255	6		335	1,596
Hope	-	-	-	-	-	-		245	245
Total Senior High Schools	4,460	4,544	4,556	4,603	18,163	17		1,541	19,721

SCHOOL	REGULAR DAY				SUBTOTAL	HOSP/HM	SP ED		TOTAL STUDENTS
	7th	8th	9th	10th					
Ball	377	402	779	-	779	-	43		822
Brookhurst	367	418	785	-	785	-	50		835
Dale	455	478	933	-	933	-	36		969
Lexington	565	581	1,146	1	1,146	1	39		1,186
Orangeview	374	382	756	-	756	-	38		794
Oxford	235	223	458	-	458	-	-		458
South	618	650	1,268	1	1,268	1	61		1,330
Sycamore	637	616	1,253	-	1,253	-	66		1,319
Walker	418	458	876	-	876	-	34		910
Total Comprehensive	4,046	4,208	8,254	2	8,254	2	367		8,623
Cambridge Virtual Academy	24	53	77	-	77	-	-		77
Nonpublic School	-	-	-	-	-	-	7		7
Polaris High School	29	53	82	-	82	-	3		85
Total Alternative Ed	53	106	159	-	159	-	10		169
Total Junior High Schools	4,099	4,314	8,413	2	8,413	2	377		8,792
DISTRICT TOTAL									28,513

ANAHEIM UNION HIGH SCHOOL DISTRICT

Business Division

2021/22 MONTHLY ENROLLMENT REPORT**GROWTH vs. DECLINE - MONTH to MONTH COMPARISON****Month 5**

HIGH SCHOOL	Month 4	Month 5	Growth v. (Decline)
Anaheim	2,814	2,798	(16)
Cypress	2,831	2,824	(7)
Katella	2,627	2,600	(27)
Kennedy	2,155	2,148	(7)
Loara	1,709	1,720	11
Magnolia	1,634	1,619	(15)
Oxford	827	825	(2)
Savanna	1,691	1,671	(20)
Western	1,704	1,675	(29)
Total Senior High	17,992	17,880	(112)

JUNIOR HIGH SCHOOL	Month 4	Month 5	Growth v. (Decline)
Ball	823	822	(1)
Brookhurst	845	835	(10)
Dale	969	969	-
Lexington	1,180	1,186	6
Orangeview	789	794	5
Oxford	458	458	-
South	1,332	1,330	(2)
Sycamore	1,326	1,319	(7)
Walker	907	910	3
Total Junior High	8,629	8,623	(6)

Total Comprehensive Schools	26,621	26,503	(118)
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Alternative Education	Month 4	Month 5	Growth v. (Decline)
Anaheim Independent Learning Center	145	145	-
Cambridge Virtual Academy	197	179	(18)
Gilbert High School	430	699	269
Hope School	250	245	(5)
Katella Satellite Independent Study	98	100	2
Kennedy Satellite Independent Study	129	128	(1)
Nonpublic School	37	38	1
Polaris High School	191	190	(1)
Special Education Transition Program	194	188	(6)
Western Independent Learning Center	87	98	11
Total Alternative Ed.	1,758	2,010	252

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

EDUCATIONAL CONSULTING AGREEMENT

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

14th	day of	January	2022
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by and between

Educational Policy Improvement Center, dba Inflexion
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:

By examining qualitative and quantitative data sources and synthesizing the best available relevant evidence, develop whitepaper and associated 2-page summary document describing the benefits of the Anaheim Career Preparedness Systems Framework

Site/School:	District-wide	Funds (Cost Center):	General/Grant Funds
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2. List of Other Supportive Staff or Consultants:

N/A

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

Date:	January 14, 2022
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and shall diligently perform as specified and complete performance by:

Date:	March 31, 2022
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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:

Access to aggregated, de-identified performance data related to the Career Preparedness Systems Framework by January 19, 2022. Responsiveness of key district leaders to review drafts of whitepaper and summary.
--

5. District shall pay Consultant the maximum amount of

\$19,000

for services rendered (see item #11 below)

to # of people:	N/A	# hours per day:	N/A	# of days:	N/A
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pursuant to this AGREEMENT. Payment shall be made 15 to 30 days after receipt of invoice. Consultant shall submit an invoice to District.

6. District may at any time for any reason terminate this AGREEMENT. Written notice by the District's superintendent shall be sufficient to stop further performance of services by Consultant. The notice shall be deemed given when received or no later than three (3) days after the day of mailing, whichever is sooner.
7. Consultant agrees to and shall hold harmless and indemnify District, its officers, agents, and employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:
- a. Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage, expense sustained by Consultant or any person, firm, or corporation employed by Consultant upon or in connection with the services called for in this AGREEMENT except for liability for damages referred to above which result from the sole negligence or willful misconduct of District, its officers, employees, or agents.

- b. Any injury to or death of persons or damage to property, sustained by any persons, firm, or corporation, including the District, arising out of, or in any way connected with the services covered by this AGREEMENT, whether said injury or damage occurs either on or off school district property, except for liability for damages which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.

Consultant, at Consultant's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment/lawsuit reimbursement that may be rendered against the District, its officers, agents, or employees in any action suit, or other proceedings as a result thereof.

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

10-15 page whitepaper and associated 2-page summary document describing the benefits of the Anaheim Career Preparedness Systems Framework (CPSF)

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

Inflexion researchers will conduct the work based on their expertise in college and career readiness research. See next page for more detailed explanation of the consulting relationship.

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

Access to de-identified, aggregated district data relevant to the CPSF by January 19, 2022.

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

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

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

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

CONSULTANT:	DISTRICT:
Typed Name of consultant (same as page 1):	
Inflexion	Anaheim Union High School District
Typed Name/Title of Authorized Signatory:	
Matt Coleman, CEO	Jaron Fried, Ed.D
Authorized Signature:	
Signature of Assistant Superintendent:	
Street Address:	
360 E 10 th Avenue Suite 300	501 Crescent Way, P.O. Box 3520
City, State, Zip Code	
Eugene, OR 97401	Anaheim, CA 92803-3520
Date:	
1/5/22	1/14/22

Mark Appropriately:

Independent/Sole Proprietor:	
Corporation:	501(c)3 corporation
Partnership:	
Other/Specify:	

Social Security Number* or Federal Identification Number*

	82-0569407
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*Or, Initial below:

<input checked="" type="checkbox"/>	I have completed a new IRS Form W-9 that will be submitted directly to AUHSD Accounting.
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Telephone Number: E-mail Address:

541-514-9594	contracts@inflexion.org
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If a company/corporation is being approved, the signature must be that of a responsible person. Typed company/corporation/individual's name must be identical to that on page 1.

PRINCIPAL/DISTRICT ADMINISTRATOR:

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

Signature:  Dr. Fried	Date: 1/5/22
--	--------------

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

EDUCATIONAL CONSULTING AGREEMENT

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

13th	day of	January	2022
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by and between

Disciplina Positiva

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

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

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

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

WHEREAS such services are needed on a limited basis.

NOW, THEREFORE, the parties hereto agree as follows:

1. Services to be provided by Consultant:

Disciplina Positiva will train new District staff and re-train District staff already trained to deliver comprehensive six-session training to parents, which promote the development of positive communication between parents and their adolescent children, and also facilitate a connection between the family, the community, and the school. Once District staff are trained the consultant will facilitate a six-session of the training to our parents. FACE staff will be in the room to learn by observing how to facilitate the sessions. The consultant will also deliver curriculum materials for the execution of these sessions, including scripts to help the District staff facilitate the trainings.

Site/School:	Education Division	Funds (Cost Center): Expanded Learning Opportunity	\$18,487
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List of Other Supportive Staff or Consultants:

2. No other staff required
3. Consultant shall commence providing services under this AGREEMENT on:

Date:	January 6, 2022
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and shall diligently perform as specified and complete performance by:

Date:	June 30, 2022
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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:

Consultant does not require any additional supplies or support materials.

5. District shall pay Consultant the maximum amount of

\$18,487

for services rendered

to # of people:	26 AUHSD Staff to train	# hours per day : Varies	5	# of days:	1
	Approximately 200 Parents		1.5 hours, once a week	10	Six sessions workshop

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:
- Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage, expense sustained by Consultant or any person, firm, or corporation employed by Consultant upon or in connection with the services called for in this AGREEMENT except for liability for damages referred to above which result from the sole negligence or willful misconduct of District, its officers, employees, or agents.

- b. Any injury to or death of persons or damage to property, sustained by any persons, firm, or corporation, including the District, arising out of, or in any way connected with the services covered by this AGREEMENT, whether said injury or damage occurs either on or off school district property, except for liability for damages which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.

Consultant, at Consultant's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment/lawsuit reimbursement that may be rendered against the District, its officers, agents, or employees in any action suit, or other proceedings as a result thereof.

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

District staff will be trained on how to teach adult learners, specifically parents, to teach their children to become responsible, respectful, and resourceful members of their communities. These trainings will also include how to deal with teen academic, social-emotional development and routines during and post-pandemic period, along with building teen self-esteem, character and identity through kindness and respect. The goal is to adequately train District staff so that Positive Discipline Workshops can be provided to parents by District staff for years to come.

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

All Disciplina Positiva trainers are members of the internationally recognized Positive Discipline Association (PDA), and they are certified positive discipline trainers. PDA parent education curriculum is based on upon the work of twentieth century psychiatrist, Alfred Adler, who valued a sense of community and contributing to the well-being of the group.

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

TECHNICAL SUPPORT will not be required.

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

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

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

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

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

Typed Name of consultant (same as page 1):

Disciplina Positiva	Anaheim Union High School District
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Typed Name/Title of Authorized Signatory:

Typed Name of Assistant Superintendent:

Tony Orozco	Jaron Fried
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Authorized Signature:

Signature of Assistant Superintendent:

	
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Street Address:

Street Address:

1215 N. Earl Circle	501 Crescent Way, P.O. Box 3520
---------------------	---------------------------------

City, State, Zip Code

City, State, Zip Code

Anaheim, CA 92806	Anaheim, CA 92803-3520
-------------------	------------------------

Date:

Date:

12/14/2021	1/14/22
------------	---------

Mark Appropriately:

Independent/Sole Proprietor:	
Corporation:	
Partnership:	Limited Liability Corporation - Partnership
Other/Specify:	

Social Security Number*

or

Federal Identification Number*

	46-5335954
--	------------

*Or, initial below:

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

Telephone Number:


E-mail Address:

714-345-7029	info@disciplinapositiva.org
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If a company/corporation is being approved, the signature must be that of a responsible person. Typed company/corporation/individual's name must be identical to that on page 1.

PRINCIPAL/DISTRICT ADMINISTRATOR:

Signature of Principal or District Administrator (sign prior to submitting to District indicating review and approval):
Consulting Agreement (Rev. 2/08)

Signature:	 Dr. Fried	Date:	12/15/21
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Consulting Agreement (Rev. 2/08)

AGREEMENT NUMBER: 14020

AGREEMENT FOR PARTICIPATION
INSIDE THE OUTDOORS
VIRTUAL PROGRAM
PUBLIC SCHOOLS 2021-2022

This AGREEMENT is hereby entered into this 1st day of July 2021, 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, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

TERMS, CONDITIONS, AND RESPONSIBILITIES

1.0 SUPERINTENDENT shall provide a thirty (30) minute to seventy-five (75) minute Inside the Outdoors - Virtual Program, hereinafter referred to as PROGRAM, more specifically described in Exhibit "A", which is attached hereto and incorporated by reference herein.

2.0 This AGREEMENT shall be in full force and effect for the period commencing July 1, 2021 and ending August 31, 2022 This AGREEMENT must be fully executed by the Parties and be on file with the SUPERINTENDENT prior to DISTRICT participating in the PROGRAM.

3.0 In compliance with Education Code Section 35330 DISTRICT hereby declares that no student has been denied the opportunity to participate in the PROGRAM because of the inability to pay the required fee. DISTRICT has made every effort to acquire the financial support from fund-raising efforts, parents, and the community to assist those students who are unable to pay the required fee.

1 4.0 SUPERINTENDENT shall provide the PROGRAM for DISTRICT'S school(s)
2 pursuant to Exhibit "A".

3 5.0 DISTRICT shall provide one (1) certificated employee to
4 participate in the PROGRAM with each group of students.

5 5.1 All participating certificated employees and adult aides,
6 in cooperation with the PROGRAM staff, shall be expected
7 to take an active role in the supervision of students.

8 6.0 Should a DISTRICT group exceed four (4) classrooms on a given day
9 (approximately one hundred twenty (120) students), the additional
10 classroom(s) may be scheduled to participate on another day.

11 7.0 DISTRICT shall be responsible for the supervision of its students.
12 DISTRICT shall also be responsible for the actions of its students and
13 employees while participating in the PROGRAM.

14 8.0 DISTRICT shall provide SUPERINTENDENT'S designee a link to a virtual
15 platform of the DISTRICT'S choosing, in accordance with DISTRICT
16 policies, for the Inside the Outdoors - Virtual Program. The link shall
17 be emailed to itoregistration@ocde.us at least five (5) business days
18 prior to the scheduled event.

19 9.0 DISTRICT shall hold harmless, defend, and indemnify the Orange
20 County Superintendent of Schools, the Orange County Board of Education,
21 and its officers, agents, and employees from any and all claims for
22 damages resulting from the acts or omissions of DISTRICT, its officers,
23 agents, employees, and students with respect to the Inside the Outdoors
24 - Virtual Program.

25 SUPERINTENDENT shall hold harmless, defend, and indemnify the
DISTRICT, its Governing Board, officers, agents, employees, and

1 students from any and all claims for damage resulting from the acts or
2 omissions of the Orange County Superintendent of Schools, the Orange
3 County Board of Education and its officers, agents, and employees with
4 respect to the Inside the Outdoors - Virtual Program.

5 10.0 Any notice of cancellation by DISTRICT must be received in writing
6 by SUPERINTENDENT at least twenty (20) business days, excluding
7 holidays, prior to the scheduled PROGRAM date. In the event of a
8 cancellation, the DISTRICT is responsible to find an equivalent
9 replacement no later than ten (10) business days prior to the cancelled
10 program date; SUPERINTENDENT may also attempt to find an equivalent
11 replacement if possible. If DISTRICT or SUPERINTENDENT is unable to
12 find an equivalent replacement, DISTRICT will be charged ninety percent
13 (90%) of the full cost of the scheduled PROGRAM. If DISTRICT'S School
14 wishes to reschedule a scheduled PROGRAM date, DISTRICT'S School may
15 be charged an additional fee of One hundred dollars (\$100.00).

16 11.0 DISTRICT agrees to pay SUPERINTENDENT per PROGRAM more
17 specifically described in Exhibit "A", which is attached hereto and
18 incorporated by reference herein. Payment shall be based on the number
19 of PROGRAMS delivered, as described in Exhibit "A".

20 11.1 Postponement of a PROGRAM due to technical difficulties
21 exceeding fifteen (15) minutes may be made by the
22 SUPERINTENDENT'S designated staff. DISTRICT groups will be
23 rescheduled at a mutually agreed upon date when space is
24 available.

25 12.0 Full payment of fees by DISTRICT must be received by SUPERINTENDENT
within thirty (30) calendar days of billing postmark.

1 13.0 DISTRICT shall implement procedures and protective measures to
2 assure compliance with current federal and state privacy requirements,
3 including but not limited to California Assembly Bill 1584, California
4 Assembly Bill 1442, the Student Online Personal Information Protection
5 Act (SOPIPA), the Family Educational Rights and Privacy Act (FERPA),
6 the Children's Online Privacy Protection Act (COPPA), and the
7 Children's Internet Protection Act (CIPA) as applicable.

8 14.0 COPYRIGHT/TRADEMARK/PATENT. DISTRICT understands and agrees that
9 all matters produced under this AGREEMENT shall become the property of
10 SUPERINTENDENT and cannot be used without SUPERINTENDENT'S express
11 written permission. SUPERINTENDENT shall have all right, title and
12 interest in said matters, including the right to secure and maintain the
13 copyright, trademark and/or patent of said matter in the name of the
14 SUPERINTENDENT.

15 15.0 ORIGINALITY OF SERVICES. DISTRICT agrees that all technologies,
16 formulae, procedures, processes, methods, ideas, dialogue, prepared for
17 and submitted by SUPERINTENDENT to the DISTRICT in connection with the
18 services set forth in this AGREEMENT are wholly original to
19 SUPERINTENDENT and shall not be copied or used in whole or in part by
20 DISTRICT without SUPERINTENDENT'S express written permission. DISTRICT
21 further agrees that all writings and materials, compositions,
22 recordings, teleplays, and/or video productions prepared for, written
23 for, or otherwise submitted by SUPERINTENDENT to the DISTRICT and/or
24 used in connection with the services set forth in this AGREEMENT,
25 reflect the intellectual property of, and copyright interests held by

1 SUPERINTENDENT and shall not be copied or used in whole or in part by
2 DISTRICT without SUPERINTENDENT'S express written permission. DISTRICT
3 shall not record, videotape and/or take pictures or screenshots without
4 the express prior written approval by SUPERINTENDENT.

5 16.0 FORCE MAJEURE. In no event shall either party have any claim or
6 right against the other party for any failure of performance if the
7 failure is caused by or the result of causes beyond the reasonable
8 control of such other party due to any occurrence commonly know as
9 Force Majeure, including, without limitation, acts of God, pandemics,
10 floods, riots, earthquakes, government regulations enacted after the
11 date of the AGREEMENT, explosions, war, national emergency, including
12 terrorist threats, or insurrections. The party first learning of the
13 event of Force Majeure shall notify the other party in writing. In the
14 event this clause must by invoked, there shall be no implied or express
15 breach of contract by either party.

16 17.0 NOTICE. All notices or demands to be given under this AGREEMENT
17 by either party to the other, shall be in writing and given either by:
18 (a) personal service or (b) by U.S. Mail, mailed either by registered
19 or certified mail, return receipt requested, with postage prepaid.
20 Service shall be considered given when received if personally served
21 or if mailed on the third day after deposit in any U.S. Post Office.
22 The address to which notices or demands may be given by either party
23 may be changed by written notice given in accordance with the notice
24 provisions of this section. As of the date of this AGREEMENT, the
25 addresses of the parties are as follows:

DISTRICT: Anaheim Union High School District
501 North Crescent Way
Anaheim, California 92803
Attn: _____

SUPERINTENDENT: Orange County Superintendent of Schools
200 Kalmus Drive
P.O. Box 9050
Costa Mesa, California 92628-9050
Attn: Patricia McCaughey

18.0 In the interest of public health, SUPERINTENDENT provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for by the SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400.15. Failure to abide with conditions of this policy could result in the termination of this AGREEMENT.

19.0 SUPERINTENDENT and DISTRICT agree that they will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

20.0 SUPERINTENDENT and DISTRICT agree that this AGREEMENT shall be construed and entered into in accordance with the laws of the State of California, through California state courts with venue in Orange County, California.

21.0 If any term, covenant, condition or provision of this AGREEMENT is held by court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

22.0 The failure of SUPERINTENDENT or DISTRICT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

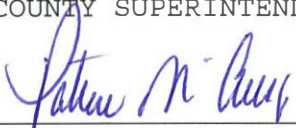
23.0 This AGREEMENT contains the entire agreement between SUPERINTENDENT and DISTRICT regarding the services and any agreement hereafter made shall be ineffective to modify this AGREEMENT in whole or in part unless such agreement is embodied in an amendment to this AGREEMENT which has been signed by both SUPERINTENDENT and DISTRICT. This AGREEMENT supersedes all prior negotiations, understandings, representations and agreements.

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

DISTRICT: ANAHEIM UNION HIGH
SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT OF
SCHOOLS

BY: _____
Authorized Signature

BY:  _____
Authorized Signature

PRINT NAME: Dr. Jaron Fried

PRINT NAME: Patricia McCaughey

TITLE: Assistant Superintendent, Ed. Division

TITLE: Administrator

DATE: 1/14/21

DATE: November 22, 2021

Field, School and Virtual Programs**Exhibit A**

School	Site/Program	Schedule Date	Grade	Number of Presentations	Number of Students	Fee Per Student or Flat Fee	Comments
Anaheim High School (AUHSD)	Virtual Program - Wonders of H2O	1/12/2022	12	1	24	no charge	Grant

Note:

- (1) The Orange County Superintendent of Schools shall have the final approval on all revisions/modifications made to Exhibit A.
- (2) Cancellations and/or modifications to the number of pupils indicated in Exhibit A are subject to the terms and conditions of Section 1.3 D and Sections 6.0 and 8.0 of the Agreement.



Inside the Outdoors Fees for 2021/2022

Programs support the current California state standards.



Virtual Program Fees*

Per Program/Session (30-60 minutes)	Virtual Traveling Scientist District/School Cost**	Virtual Field Trip District/School Cost**
One Presentation Up to 35 students	\$300.00	\$450.00
Two Presentations Up to 70 students	\$450.00	\$600.00
Three Presentations Up to 105 students	\$600.00	\$750.00
Four Presentations Up to 140 students	\$750.00	\$900.00
Five Presentations Up to 175 students	\$900.00	\$1,050.00

*Pricing structure for more than one program reflects multiple presentations scheduled on the same day.

**District/School Cost is the portion of the fee that a participating school or district pays. The remaining portion of the fee is covered by community partners who cover a portion of the cost to help keep the fees lower for schools.

Additional Grant Opportunities available: www.insidetheoutdoors.org or call (714) 708-3885

THIS AGREEMENT SUPERSEDES THE AGREEMENT SIGNED ON SEPTEMBER 17, 2021

AGREEMENT NUMBER 52019

ANAHEIM UNION HIGH SCHOOL DISTRICT
SERVICE AGREEMENT

This AGREEMENT is hereby entered into this 17th day of November, 2021, 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, SUPERINTENDENT has received grant funds from the United States Department of Justice (DOJ), Office of Justice Program to provide school districts with threat assessment and intervention supports through the delivery of the Orange County School Threat Assessment & Response (STAR) Pilot Project grant; and

WHEREAS, SUPERINTENDENT, Anaheim Elementary School District, Anaheim Union High School District and the Anaheim Police Department entered into a Memorandum of Understanding (MOU), hereinafter, collectively referred to as "Partnership", committing to participation in the SUPERINTENDENT'S proposal for the Student, Teachers, and Officers Preventing (STOP) School Violence Program grant.

WHEREAS, SUPERINTENDENT 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

1 persons are specially trained and experienced and competent to perform
2 the special services required; and

3 NOW, THEREFORE, the Parties hereby agree as follows:

4 1.0 TERM. The term of this AGREEMENT shall commence on November 17,
5 2021, and will end on September 30, 2023, subject to termination as
6 set forth in this AGREEMENT.

7 2.0 SCOPE OF WORK.

8 A. In the performance of the obligations under this AGREEMENT, it
9 is mutually understood that the Parties are an independent contractor.
10 Nothing in this AGREEMENT is intended nor shall be construed to create
11 between SUPERINTENDENT and DISTRICT an employer/employee relationship.
12 Specifically, the Parties shall perform the services as described in
13 "MEMO", dated September 9, 2021, which is attached hereto as Exhibit
14 "A" and incorporated herein by this reference for the Division of
15 Educational Services.

16 B. DISTRICT hereby represents and warrants that it has the
17 skills, experience and knowledge necessary to perform in a competent
18 and timely manner the services to be performed under this AGREEMENT,
19 and DISTRICT acknowledges that SUPERINTENDENT shall rely on such
20 representations by DISTRICT. Acceptance by SUPERINTENDENT of the
21 services performed under this AGREEMENT shall not operate as a
22 release of DISTRICT from responsibility for such services. To the
23 extent DISTRICT assigns the performance of the services to any of its
24 employees, each employee shall, as applicable, hold the proper
25 credentials authorizing him or her to perform such service.

3.0 PAYMENT.

1 A. SUPERINTENDENT agrees to pay DISTRICT for services rendered
2 pursuant to this AGREEMENT the total sum not to exceed Twenty-two
3 thousand three hundred twenty dollars (\$22,320.00). Payment shall be
4 made periodically upon satisfactory performance of services and
5 completion and approval of an itemized invoice. DISTRICT'S
6 expenditures shall comply with all applicable provisions of federal,
7 state, and local rules, regulations, and policies relating to
8 administration, use, and accounting for public funds, including, but
9 not limited to, the California Education Code. DISTRICT'S itemized
10 invoice shall provide a detailed description of services provided,
11 dates the services were performed, supported by documentation which
12 shall include, but not be limited to: receipts and records of
13 services provided. Payment shall be mailed to: Anaheim Union High
14 School District, 501 North Crescent Way, Anaheim, California 92801, or
15 at such other place as DISTRICT may designate in writing.

16 B. DISTRICT shall not claim reimbursement for food, equipment
17 purchases, or services provided beyond the expiration and/or
18 termination of this AGREEMENT, except as may otherwise be provided
19 under this AGREEMENT.

20 C. SUPERINTENDENT may withhold or delay any payment should
21 DISTRICT fail to comply with any of the provisions set forth in this
22 AGREEMENT.

23 D. The obligation of SUPERINTENDENT under this AGREEMENT is
24 contingent upon the availability of funds furnished by U.S.
25 Department of Education. In the event that such funding is terminated
or reduced, this AGREEMENT may be terminated, and SUPERINTENDENT'S

1 fiscal obligations hereunder shall be limited to a pro-rated amount
2 of funding actually received by the SUPERINTENDENT under the grant.
3 SUPERINTENDENT shall provide DISTRICT written notification of such
4 termination. Notice shall be deemed given when received by the
5 DISTRICT or no later than three (3) days after the day of mailing,
6 whichever is sooner.

7 4.0 EXPENSES. SUPERINTENDENT shall not be liable to DISTRICT for any
8 costs or expenses paid or incurred by DISTRICT in performing services
9 for SUPERINTENDENT, except as follows: N/A.

10 5.0 MATERIALS. DISTRICT shall furnish, at his/her own expense, all
11 labor, materials, equipment, supplies and other items necessary to
12 complete the services to be provided pursuant to this AGREEMENT,
13 except as follows: N/A.

14 6.0 COPYRIGHT/TRADEMARK/PATENT. DISTRICT understands and agrees that
15 all matters produced under this AGREEMENT is the property of
16 SUPERINTENDENT and cannot be used without SUPERINTENDENT'S express
17 written permission. DISTRICT understands and agrees that
18 SUPERINTENDENT shall have all right, title and interest in said
19 matters, including the right to secure and maintain the copyright,
20 trademark and/or patent of said matter in the name of the
21 SUPERINTENDENT.

22 7.0 INDEPENDENT CONTRACTOR. DISTRICT, in the performance of this
23 AGREEMENT, shall be and act as an independent contractor. DISTRICT
24 understands and agrees that he/she and all of his/her employees shall
25 not be considered officers, employees or agents of the SUPERINTENDENT,
and are not entitled to benefits of any kind or nature normally

1 provided employees of the SUPERINTENDENT and/or to which
2 SUPERINTENDENT's employees are normally entitled, including, but not
3 limited to, State Unemployment Compensation or Worker's Compensation.
4 DISTRICT assumes the full responsibility for the acts and/or omissions
5 of his/her employees or agents as they relate to the services to be
6 provided under this AGREEMENT. DISTRICT shall assume full
7 responsibility for payment of all federal, state and local taxes or
8 contributions, including unemployment insurance, social security and
9 income taxes with respect to DISTRICT's employees.

10 8.0 HOLD HARMLESS.

11 A. SUPERINTENDENT hereby agrees to indemnify, defend, and
12 hold harmless DISTRICT, its Governing Board, officers, agents and
13 employees from liability and claims of liability for bodily injury,
14 personal injury, sickness, disease, or death of any person or persons,
15 or damage to any property, real personal, tangible or intangible,
16 arising out of the negligent acts or omissions of employees, agents or
17 officers of SUPERINTENDENT or the Orange County Board of Education
18 during the period of this AGREEMENT.

19 B. DISTRICT hereby agrees to indemnify, defend, and hold
20 harmless SUPERINTENDENT, the Orange County Board of Education, and its
21 officers, agents, and employees from liability and claims of liability
22 for bodily injury, personal injury, sickness, disease, or death of any
23 person or persons, or damage to any property, real personal, tangible
24 or intangible, arising out of the negligent acts or omissions of
25 employees, agents or officers of DISTRICT during the period of this
AGREEMENT.

1 9.0 INSURANCE. DISTRICT shall, at DISTRICT'S sole cost and expense,
2 and require all of its subcontractors, take out prior to commencing
3 the services and maintain in full force and effect from the
4 commencement of services until expiration of this AGREEMENT a policy
5 or policies of insurance covering DISTRICT'S and its subcontractor's
6 services. DISTRICT shall furnish to SUPERINTENDENT certificates of
7 insurance evidencing all coverage's and endorsements required
8 hereunder. All insurance shall be with an insurance company admitted
9 by the Insurance Commissioner of the State of California to transact
10 such insurance in the State of California. Minimum coverage's shall
11 be as follows:

12 A. Comprehensive General Liability Insurance in an amount not
13 less than One million dollars (\$1,000,000) per occurrence, combined
14 single limit;

15 b. Professional Liability insurance in an amount not less than
16 One million dollars (\$1,000,000.00) including coverage for errors and
17 omissions caused by DISTRICT'S negligence in the performance of its
18 duties under this AGREEMENT;

19 B. Comprehensive Automobile liability insurance covering all
20 owned, non-owned and hired vehicles in an amount not less than One
21 million dollars (\$1,000,000) per occurrence;

22 C. Statutory Workers' Compensation Insurance;

23 D. An endorsement to said policy(ies) naming the Orange County
24 Superintendent of Schools, the Orange County Board of Education, and
25 its officers, agents and employees as an additional insured while
rendering services under this AGREEMENT;

1 E. DISTRICT further agrees to provide a thirty (30) day
2 written notice to SUPERINTENDENT of cancellation or reduction in
3 coverage;

4 F. If the DISTRICT is either partially or fully self-insured
5 for its liability exposures, DISTRICT must notify SUPERINTENDENT in
6 writing and provide SUPERINTENDENT with a statement signed by an
7 authorized representative of DISTRICT stating that DISTRICT agrees to
8 hold harmless, defend, and indemnify the Orange County Superintendent
9 of Schools, the Orange County Board of Education, and their officers,
10 employees and agents as if the insurance requirements in the above
11 paragraphs are in full force and effect.

12 10.0 NON-DISCRIMINATION. DISTRICT shall not illegally discriminate
13 against any individual, including, without limitation, with respect
14 to the provision of services, allocation of benefits, accommodation
15 in facilities, or employment personnel on the basis of race, color,
16 national or ethnic origin, ancestry, age, religion or religious
17 creed, disability or handicap, sex or gender (including sexual
18 orientation, gender identity, gender expression, pregnancy,
19 childbirth, breastfeeding, and pregnancy-related medical conditions),
20 political belief or affiliation (not union related), military or
21 veteran status, genetic information, or any other characteristic
22 protected under applicable federal, state, or local laws. Harassment,
23 retaliation, intimidation and bullying is also prohibited. DISTRICT
24 shall comply with any and all applicable state, federal and other
25 laws that prohibit discrimination, including, without limitation,
Title IV, Title VI and Title VII of the Civil Rights Act, the

1 Americans with Disabilities Act, Section 504 of the Rehabilitation
2 Act of 1973, and the Age Discrimination in Employment Act.

3 11.0 APPLICABLE LAW. The services completed herein must meet the
4 approval of the SUPERINTENDENT'S general right of inspection to
5 secure the satisfactory completion thereof. DISTRICT agrees to
6 comply with all federal, state and local laws, rules, regulations and
7 ordinances that are now or may in the future become applicable to
8 DISTRICT, DISTRICT'S business, equipment and personnel engaged in
9 operations covered by this AGREEMENT or occurring out of the
10 performance of such operations.

11 12.0 ASSIGNMENT. The obligations of the Parties pursuant to this
12 AGREEMENT shall not be assigned without prior written approval of the
13 other Party.

14 13.0 EDUCATION DEPARTMENT GENERAL ADMINISTRATIVE REGULATIONS (EDGAR)
15 REQUIREMENTS. DISTRICT will be required to comply with all applicable
16 State and Federal laws and regulations regarding this AGREEMENT and
17 administration of programs funded with this AGREEMENT. Specifically,
18 the DISTRICT will be required to comply with relevant State laws and
19 regulations, EDGAR 34 CFR, Part 74 and the appropriate regulations
20 governing cost principles [Office of Management and Budget (OMB)
21 Circular A-133]. These regulations contain information regarding the
22 programmatic requirements and the requirements for financial
23 management maintenance of records, programmatic changes and budget
24 revisions, contracting, and general administrative responsibilities.
25 In addition, federal funds are also subject to the administrative
requirements at 29 CFR, Part 97 for projects administered by State,

1 local, or Indian tribal government and at 29 CFR, Part 95 for
2 projects administered by institutions of higher education, hospitals,
3 or non-profit organizations, Part 96 - Audit Requirements for Grants,
4 Contracts and other Agreements.

5 14.0 PERSONNEL (EDGAR §§75.511-75.519 and 2 CFR Part 200 Subpart E).

6 The rules in Part 75 cover issues as paying consultants with grant
7 funds waving the requirement for a full-time project director, making
8 changes in key project staff, and prohibiting dual compensation of
9 staff. General rules governing reimbursement of salaries and
10 compensation for staff working on grant projects are addressed in the
11 cost principles in 2 CFR Part 200 Subpart E. In all cases, payments
12 of any type to personnel must be supported by complete and accurate
13 records of employee time and effort. For those employees that work on
14 multiple functions or separately funded programs or projects, the
15 grantee must also maintain time distribution records to support the
16 allocation of employee salaries among each function and separately
17 funded program or project.

18 15.0 RECORDS. DISTRICT must create or otherwise prepare and
19 maintain, in accordance with generally accepted accounting
20 principles, all financial and other records relating to this
21 AGREEMENT and the services performed or to be performed pursuant to
22 this AGREEMENT as are necessary, appropriate, or required by law
23 ("DISTRICT Records"). DISTRICT Records must be maintained in a
24 logical and consistent manner to facilitate filing and retrieval of
25 documents in particular categories of information. DISTRICT Records
must include, without limitation, records relating to payments made

1 by SUPERINTENDENT to DISTRICT. DISTRICT shall at all reasonable times
2 give SUPERINTENDENT, Comptroller General of the United States, and,
3 if appropriate, the state, through any authorized representative,
4 access to and the right to examine all records, books, papers, or
5 documents related to the services provided or to be provided by
6 DISTRICT pursuant to this AGREEMENT.

7 16.0 DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS. Each
8 person who has signed this AGREEMENT on behalf of DISTRICT shall be
9 deemed and construed to have thereby certified, to the best of his or
10 her knowledge and belief, that DISTRICT and its principals:

- 11 1. presently are not debarred, suspended, proposed for
12 debarment, declared ineligible or voluntarily excluded
13 from any covered transaction by any federal department or
14 agency;
- 15 2. within the three-year period preceding the Parties
16 entering into this AGREEMENT have not been convicted or
17 had a civil judgement rendered against them for (i)
18 commission of fraud or a criminal offense in connection
19 with obtaining, attempting to obtain, or performing a
20 public (federal, state or local) transaction or contract
21 under a public transaction, (ii) violation of federal or
22 state antitrust statutes, or (iii) commission of
23 embezzlement, theft, forgery, bribery, falsification or
24 destruction of records, making false statements, or
25 receiving stolen property;

1 3. presently are not indicted or otherwise criminally charged
2 by a governmental entity (federal, state or local) with
3 commission of any of the offences described in paragraph B
4 of this section; and

5 4. within the three-year period preceding the Parties
6 entering into this Agreement have not had one or more
7 public transactions (federal, state or local) terminated
8 for cause or default.

9 17.0 ANTI-LOBBYING. If the amount payable to DISTRICT pursuant to
10 this AGREEMENT will or may be in excess of \$100,000, then, each
11 person who has signed this AGREEMENT on behalf of DISTRICT shall be
12 deemed and construed to have thereby certified that DISTRICT will not
13 and has not used federally appropriated funds to pay any person or
14 organization for influencing or attempting to influence an officer or
15 employee or any agency, a member of congress, officer or employee of
16 congress, or an employee of a member of congress in connection with
17 obtaining any federal contract, grant, or any other award covered by
18 the Byrd-Anti-Lobbying Amendment (31 U.S.C. 1352). DISTRICT shall
19 disclose in writing to SUPERINTENDENT any lobbying with non-federal
20 funds, by or on behalf of DISTRICT that takes place in connection
21 with obtaining or attempting to obtain any federal award.

22 18.0 TERMINATION.

23 A. SUPERINTENDENT may terminate this AGREEMENT, in whole or
24 in part, and without need for cause, by giving written notice to
25 DISTRICT stating the extent and effective date of termination.
However, if any such termination notice does not set forth a date

1 upon which the termination will take effect, the termination shall
2 take effect on the date that is thirty (30) days after receipt of the
3 notice by DISTRICT. Upon any termination pursuant to this Paragraph A
4 taking effect, DISTRICT shall cease all work and services to the
5 extent specified in the termination notice, and SUPERINTENDENT shall
6 pay DISTRICT, in accordance with this AGREEMENT, for all work and
7 services performed prior to termination.

8 B. DISTRICT shall be in default of its obligations pursuant
9 to this AGREEMENT if DISTRICT refuses or fail to comply, or to timely
10 comply, with any one or more of the provisions of this AGREEMENT. In
11 any such event, SUPERINTENDENT in its sole discretion may provide
12 written notice to DISTRICT setting forth the nature of the default,
13 the actions that DISTRICT must take (if there are any or any are
14 known) in order to cure the default, and the deadline by which
15 DISTRICT must cure the default. If DISTRICT does not cure a default
16 within the time specific in an applicable notice of default,
17 SUPERINTENDENT may terminate this AGREEMENT, in whole or part, by
18 giving written notice of termination to DISTRICT, and the termination
19 shall take place effective immediately upon receipt of such a notice
20 by DISTRICT. In the event of any termination pursuant to this
21 Paragraph B, SUPERINTENDENT may cause the terminated portion of the
22 work to be completed in any manner SUPERINTENDENT deems proper. In
23 the event of any default by DISTRICT or termination by SUPERINTENDENT
24 pursuant to this Paragraph B, neither Party's remedies shall be
25 limited. Notwithstanding anything to the contrary, in connection with

1 any default by DISTRICT, SUPERINTENDENT in its sole discretion may,
2 by providing written notice to DISTRICT:

- 3 1. Discontinue reimbursement to DISTRICT for, and during
4 the period in which DISTRICT is in default, the
5 reimbursement of which CONSULTANT shall not be
6 entitled to recover later; and/or
- 7 2. Withholding funds pending a cure for the default;
8 and/or
- 9 3. Offset against any monies billed by DISTRICT but yet
10 unpaid by SUPERINTENDENT.

11 19.0 WAIVER. Absent an applicable waiver, no failure by a Party to
12 require compliance by the other Party with any provision or
13 requirement of this AGREEMENT shall be deemed or construed to
14 preclude subsequent enforcement of that or any other provision or
15 requirement of this AGREEMENT. Each waiver of any provision,
16 requirement, or breach of this AGREEMENT must be in writing and
17 signed by the waiving Party. Oral waivers shall not be binding or
18 enforceable. Except as expressly provided in the waiver, a waiver of
19 any provision, requirement, or breach shall not be construed as: (i)
20 a waiver of any other provision, requirement, or breach; or (ii) as a
21 continuing waiver.

22 20.0 FORCE MAJEURE.

23 A. In the event DISTRICT is unable to comply with any
24 provisions of this AGREEMENT due to causes beyond its control such as
25 acts of God, acts of war, civil disorders, and other similar acts,

1 DISTRICT shall not be held liable to SUPERINTENDENT for such failure
2 to comply.

3 B. In the event SUPERINTENDENT is unable to comply with any
4 provisions of this AGREEMENT due to causes beyond its control
5 relating to acts of God, acts of war, civil disorders, or other
6 similar acts, SUPERINTENDENT shall not be held liable to DISTRICT for
7 such failure to comply.

8 21.0 CLEAN AIR ACT. For AGREEMENTS of amounts in excess of
9 \$100,000.00 (42 U.S.C. 7401 et. seq.) THE FEDERAL WATER POLLUTION
10 CONTROL ACT (33 U.S.C. 1251 et. seq.) The DISTRICT shall comply with
11 all applicable standards, orders or regulations issued pursuant to
12 the Clean Air Act (42 U.S.C. 7401 et. seq.) and the Federal Water
13 Pollution Control Act as amended (33 U.S.C. 1251 et. seq.) Violations
14 shall be reported to the federal awarding agency and the Regional
15 Office of the Environmental Protection Agency (EPA).

16 22.0 RIGHTS TO INVENTIONS. For the performance of experimental,
17 developmental, or research work, the federal government and the
18 SUPERINTENDENT shall retain rights to any resulting invention in
19 accordance with 37 CFR part 401, "Rights to Inventions Made by
20 Nonprofit Organizations and Small Business Firms Under Government
21 Grants, Contracts and Cooperative Agreements". The DISTRICT shall
22 hold the SUPERINTENDENT, the Orange County Board of Education and its
23 officers, agents, and employees harmless from liability of any nature
24 or kind, including costs and expenses for infringement or use of any
25 copyrighted or non-copyrighted composition, secret process, patented
or unpatented inventions, regarding any items, article or appliance

1 furnished or used in connection with the AGREEMENT. DISTRICT may be
2 required to furnish a bond or other indemnification to the
3 SUPERINTENDENT against claims or liability for patent infringement.

4 23.0 CONFLICT OF INTEREST. DISTRICT covenants that it presently has
5 no interest, including but not limited to, other projects or
6 independent contracts, and shall not acquire any such interest,
7 direct or indirect, which would conflict in any manner or degree with
8 the performance of services required to be performed under this
9 AGREEMENT. DISTRICT further covenants that in the performance of this
10 AGREEMENT, no person having any such interest shall be employed or
11 retained by DISTRICT.

12 24.0 DISPUTES. Except as otherwise provided in this AGREEMENT, any
13 dispute concerning a question of fact arising under this AGREEMENT
14 that is not resolved by agreement of the Parties hereto shall be
15 disposed of by SUPERINTENDENT, which shall furnish the decision in
16 writing. The decision of SUPERINTENDENT shall be final and conclusive
17 until determined by a court of competent jurisdiction to have been
18 fraudulent, capricious, arbitrary, or so grossly erroneous as
19 necessarily to imply bad faith. DISTRICT shall in each case proceed
20 diligently with the performance of the AGREEMENT pending
21 SUPERINTENDENT'S decision. As a condition precedent to the filing of
22 any action arising from dispute between the Parties hereto, the
23 Parties shall be obligated to attend and participate in a mediation
24 session with a third party mediator in an attempt to resolve the
25 dispute.

1 25.0 INSPECTION AND AUDIT. The SUPERINTENDENT, State of California
2 Department of Education and United States Department of Education and
3 their respective authorized agents, shall have access, for the
4 purpose of audit or examination, to any records of DISTRICT pertinent
5 to this AGREEMENT. DISTRICT certifies that it will comply with the
6 records retention requirements detailed in 2 CRF 200.333. The
7 DISTRICT will retain all records as required by 2 CRF 200.333 for a
8 period of three (3) years from the date of final payment under this
9 AGREEMENT and all pending matters are closed, and for such longer
10 period, if any, as is required by applicable statute, or by any other
11 cause of this AGREEMENT.

12 26.0 COMPLIANCE WITH LAWS AND DIRECTIVES. Without limiting anything
13 else in this AGREEMENT, DISTRICT must perform the services required
14 by this AGREEMENT in compliance with all applicable federal, state
15 and local laws, regulations, ordinances and other governmental
16 requirements. DISTRICT shall be responsible for ensuring that each of
17 its employees, agents, and other representatives who enter in and
18 upon any of SUPERINTENDENT'S properties fully comply with: (i) all
19 rules, policies or other requirements of SUPERINTENDENT applicable to
20 presence on its property (including, but limited to, policies
21 prohibiting the use of drugs, alcohol, and tobacco); and (ii)
22 reasonable directives from SUPERINTENDENT'S representatives.

23 27.0 NOTICE. All notices or demands to be given under this
24 AGREEMENT by either party to the other shall be in writing and given
25 either by: (a) personal service or (b) by U.S. Mail, mailed either by
registered or certified mail, return receipt requested, with postage

1 prepaid. Service shall be considered given when received if personally
2 served or if mailed on the third day after deposit in any U.S. Post
3 Office. The address to which notices or demands may be given by
4 either party may be changed by written notice given in accordance with
5 the notice provisions of this section. As of the date of this
6 AGREEMENT, the addresses of the parties are as follows:

7 DISTRICT: Anaheim Union High School District
 501 North Crescent Way
8 Anaheim, California 92801
 ATTN: _____

9 SUPERINTENDENT: Orange County Superintendent of Schools
10 200 Kalmus Drive
 P.O. Box 9050
11 Costa Mesa, California 92628-9050
 Attn: Patricia McCaughey

12 28.0 GOVERNING LAW; VENUE; AND SEVERABILITY. This AGREEMENT shall be
13 governed by and enforced in accordance with the laws of the State of
14 California, notwithstanding any conflict-of-laws, choice-of-laws, or
15 similar provision set forth in any state or federal law. Each action
16 arising from this AGREEMENT shall be filed and conducted only in an
17 applicable state or federal court located in the County of Orange,
18 California, and the Parties hereto waive any provision of law
19 providing for a change of venue to another location. In the event any
20 provision in this AGREEMENT is held by a court of competent
21 jurisdiction to be invalid, void, or unenforceable, the remaining
22 provisions will nevertheless continue in full force without being
23 impaired or invalidated in any way. Should action be brought to
24 enforce or interpret the provisions of the AGREEMENT, the prevailing
25 Parties shall be entitled to attorneys' fees in addition to whatever
other relief is granted.

1 29.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits
2 attached hereto constitute the entire agreement among the Parties to
3 it and supersedes any prior or contemporaneous Understanding or
4 agreement with respect to the services contemplated, and may be
5 amended only by a written amendment executed by both Parties to the
6 AGREEMENT.

7 IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT
8 to be executed as evidenced by the signatures below of their
9 respective duly-authorized representatives.

10 DISTRICT: ANAHEIM UNION HIGH
SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

11 BY: _____
12 Authorized Signature

BY:  _____
Authorized Signature

13 PRINT NAME: Dr. Jaron Fried

PRINT NAME: Patricia McCaughey

14 TITLE: Assistant Superintendent, Ed. Division

TITLE: Administrator

15 DATE: 1/14/22

DATE: November 4, 2021

16
17 Anaheim UHSD-Federal Grant-OC School Threat Assessment Response (STAR) Pilot Project (52019)23RV
ZIP5

EXHIBIT “A”



MEMO

ORANGE COUNTY DEPARTMENT OF EDUCATION

DATE: September 9, 2021

TO: Dareen Khatib, Administrator, Student Achievement and Wellness

FROM: Christine Laehle, Program Specialist, Student Achievement and Wellness

SUBJECT: Anaheim Union High School District Contract
The Orange County School Threat Assessment Response Team (STAR) Pilot Project
BJA – STOP School Violence Grant

Orange County Department of Education has received federal funding from the Bureau of Justice Assistance (BJA) STOP School Violence grant funds to provide services to school districts with threat assessment and intervention supports. The purpose of these funds is for improving efforts to reduce violent crime in and around schools. The program aims to improve school security by providing administrators and teachers with the tools they need to recognize, respond quickly to, and help prevent acts of violence. The goal to be addressed is in two specific areas of concern related to preventing and reducing school violence: 1) training on preventing violence and 2) threat assessment/intervention teams.

Anaheim Union High School District was included in the grant proposal as a selected partner to develop school threat assessment teams and build their capacity around threat assessment and intervention efforts.

Anaheim Union High School District was selected to partner with OCDE to:

- Establish multidisciplinary School Threat Assessment and Response (STAR) Teams. Five team members from 19 school sites will participate in Comprehensive School Threat Assessment Guidelines (CSTAG) trainings.
- Identify twenty (20) staff to participate in the Train-the-Trainer program to become certified CSTAG Level 2 trainers to continue building capacity and trainings for threat assessment.
- Coordinate with the Evaluation, Assessment & Data Center team to establish the process for the collection and submission of data on the program
- Review safety plans for any updates needed, based specifically on school site needs.

Orange County Department of Education will identify a Program Specialist to oversee the project and coordinate the following services in collaboration with AUHSD:

- Schedule school threat assessment response team trainings (STAR)
- Schedule the CSTAG Train-the-Trainer (TtT) trainings
- Assist with the compliance requirements for the school safety plan
- Coordinate data collection and performance measurements with OCDE's Program Specialist
- Meet with the Program Specialist, as needed or requested, for updates or to discuss and challenges needing to be addressed

Substitute Reimbursements

Funds have been allocated to Anaheim Union High School District to provide reimbursement for costs incurred for substitutes/release time for staff, if needed, to allow them to attend the scheduled trainings.

The total amount allocated for the reimbursement of actual costs for sub release time is for the amount not to exceed **\$22,320.00** throughout the period of the agreement.

The period of the agreement is November 17, 2021 through September 30, 2023.

An estimated daily rate for substitutes was used at \$144 per day per participant, not to exceed the total allocated amount of \$22,320.00.

Payments:

Payments will be processed upon receipt of an itemized invoice on district letterhead and is to include the name of the teacher/staff requiring a sub, date of the training, and the site name.

Invoices must be submitted with supporting back-up documentation, such as, copy of the payroll register, Detail General Ledger, copy of the check issued for payment, Request for Substitute form.

**AMENDMENT TO
NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
COLLEGE AND CAREER ACCESS PATHWAYS
A DUAL ENROLLMENT PARTNERSHIP AGREEMENT
2021-2024**

As of December 14, 2021, the agreement entitled “College and Career Access Pathways Partnership Agreement (CCAP Agreement)” between Fullerton College (“COLLEGE”) a college of the North Orange County Community College District, (NOCCCD) and Anaheim Union High School District (“SCHOOL DISTRICT”) will be amended by adding two educational program (ADDENDUM A).

This change is only the addition of two educational programs; the entire remainder of the original agreement remains in full force.

This Amendment may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

Executed on December 14, 2021

By: _____
Anaheim Union High School District
Dr. Jaron Fried
Assistant Superintendent, Education Services

By: _____
Fullerton College
José Ramón Núñez, Ph.D.
Vice President, Instruction

By: _____
North Orange County Community College District
Cherry Li-Bugg, Ph.D.
Vice Chancellor, Educational Services and Technology

North Orange County Community College District Board Meeting: *December 14, 2021*
School District Board Meeting: *December 14, 2021*

ADDENDUM A

1. **CCAP AGREEMENT PROGRAM YEAR** – college has identified the following: program year, educational program(s) and course(s) to be offered at the said date, time and location; the total number of students to be served and projected FTES; and the instructor; and employer of record.

PROGRAM YEAR: 2021-2024

COLLEGE: Fullerton College

EDUCATIONAL PROGRAMS: Digital Arts, Drone Technology

SCHOOL DISTRICT: Anaheim Union High School District

HIGH SCHOOLS: Katella, Loara

TOTAL NUMBER OF STUDENTS TO BE SERVED: 60 students				TOTAL PROJECTED FTES: 10 FTES			
COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS	INSTRUCTOR	EMPLOYER	LOCATION
1. Introduction to Digital Art	DART 100 F	Spring 2022	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS Katella HS
2. Applied Drone Piloting	TECH 151 F	Spring 2022	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS Loara HS

Required: Describe the criteria used to assess the ability of pupils to benefit from the course(s) offered (Sec. 2 (c)(1)):

The courses have been offered previously to college bound high school students to support a successful transition into college level coursework and improve matriculation.

2. **BOOKS AND INSTRUCTIONAL MATERIALS** - The total cost of books and instructional materials for school district students participating as part of this CCAP agreement will be borne by school district.

COURSE NAME	TEXT	COST	OTHER INSTRUCTIONAL MATERIALS	COST
1. Introduction to Digital Art	TBD	TBD	TBD	TBD
2. Applied Drone Piloting	Drones: Training and Applications to Digital Imaging, 3rd Edition; By Jay Seidel; Kendall Hunt; ISBN 9781792475474	\$78.00	N/A	N/A



LANGUAGE TESTING AGREEMENT

Testing Department

This Language Testing Agreement dated as of 1/13/22, ("**Effective Date**") is made by and between Anaheim Union High School District, having an address at 501 N. Crescent way Anaheim, CA 92801 ("**Customer**") and ALTA Language Services, Inc., having an address at 3355 Lenox Rd NE, Ste 510, Atlanta, GA 30326 ("**ALTA**" and, collectively with Customer, the "**Parties**").

WITNESSETH:

WHEREAS, Customer has requested that ALTA provides certain services for the Customer relating to language testing and ALTA desires to provide these services, subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Services to be Provided

ALTA will provide Customer with any language testing Service(s) as set forth in Exhibit A. Exhibit A is attached hereto and incorporated in this Agreement by reference. It is understood that Customer will determine the services to be provided and will request the services when necessary. The term "**Services**" in this Agreement means all the services described in Exhibit A.

2. Fees and Billing Procedures

- (a) Customer will pay ALTA the fees as per Exhibit B.
- (b) Customer shall pay ALTA for Services rendered no later than thirty (30) days after receipt of an invoice from ALTA.
- (c) Any amounts unpaid after the date on which payment is due shall bear interest at the rate of 12% per annum. In the event either Party terminates this Agreement in accordance with



Sections 3 below, ALTA shall be entitled to the service fees and all other fees, charges and expenses incurred or accrued up to the date that the termination is effective.

3. Term and Termination

The term of this Agreement shall be one year from the Effective Date unless terminated for any reason or no reason upon thirty (30) days' notice by one Party to the other Party. In the event of termination, this Agreement will continue to govern the Parties' rights and obligations with respect to Services performed prior to termination. Customer may continue to request, and ALTA shall continue to provide, Services during the period after receipt of the notice of termination and prior to the Termination Date. During such period between the notice and the Termination Date, the Parties shall comply with all duties and obligations in this Agreement with respect to the Services to be provided by ALTA prior to the Termination Date. After the Termination Date, the Parties shall have no further rights or obligations under this Agreement. Within thirty (30) days following the Termination Date, ALTA shall invoice Customer for all outstanding Service Fees and other fees, charges and expenses incurred prior to the Termination Date. Notwithstanding the foregoing, upon the material breach of this Agreement by either Party, the other Party may terminate this Agreement in writing to be effective immediately.

4. Relationship of the Parties

In performing the responsibilities hereunder, ALTA is acting as an independent contractor, and nothing contained herein shall be construed to create a partnership, agency, joint venture, or employer/employee relationship between the Parties. ALTA will be solely responsible for all employment and income taxes with respect to its compensation. Neither Party has the authority to assume or create any obligation or responsibility, express or implied, on behalf of, or in the name of, the other Party or to bind such other Party in any way. Each Party shall be responsible for its own social security, withholding, and other applicable tax obligations.

5. Indemnification

ALTA shall indemnify, defend and hold harmless Customer from and against any and all liability, responsibility, loss, cost or damage arising out of ALTA's failure to perform its obligations under this Agreement, any default by ALTA hereunder, or any negligent or willful acts or omissions by ALTA. Customer hereby releases ALTA from, agrees not to sue ALTA for, and agrees to indemnify, hold harmless and defend ALTA, its officers, agents, independent contractors and employees from and against, any and all liability, responsibility, loss, cost or damage relating to



or arising from the provision of the services contemplated in this Agreement, except to the extent, if any, of any loss, cost or damage resulting directly and solely from ALTA's gross negligence or willful misconduct.

6. Limitation of Liability

To the extent not covered by available insurance as per Exhibit C, ALTA shall not be liable for any indirect, special, punitive, or consequential damages which arise under or relate to this Agreement, including but not limited to lost profits. The Services are provided AS IS, without warranty.

7. Confidential Information

ALTA acknowledges that any and all proprietary information supplied to ALTA by or on behalf of Customer shall be treated as confidential and shall not be disclosed to any third party for any purpose except in connection with the provision of the Services provided hereunder. ALTA shall take appropriate actions by instruction or agreement with each of its employees, contractors, agents and representatives to keep such information confidential.

8. Entire Agreement; Modification

This Agreement represents the entire agreement between the Parties with respect to the subject matter hereof and supersedes all other negotiations and agreements, written or verbal, between the Parties relating to the matters contemplated hereby. This Agreement may not be amended, waived or changed except by written agreement signed by both ALTA and Customer.

9. Price Adjustments

ALTA shall have the right to increase the prices charged for the Services to reflect any change in the costs incurred to deliver such Services. ALTA shall use its reasonable efforts to prevent any such cost increment from occurring. In the event that ALTA seeks to increase the prices charged for the Services, ALTA shall provide written notice to Customer at least three (3) months prior to such rise becoming effective.

10. Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made and received only when personally delivered, or one (1) day



following the day when deposited with a commercially respected overnight delivery service such as Federal Express, or three (3) days following the day when deposited in the United States mails, to the following addresses:

If to ALTA:

ALTA Language Services, Inc.
3355 Lenox Rd NE Ste. 510
Atlanta, GA 30326

If to Customer:

Anaheim Union High School District
501 N. Crescent Way
Anaheim, CA 92801

11. Waiver

No failure or delay by any Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof and any written waiver in one or more instances shall not be deemed to be a further or continuing waiver of any such right, power or privilege.

12. Successors and Assigns

Subject to the immediately succeeding sentence, this Agreement shall inure to the benefit of and be binding upon the Parties and their successors and assigns. Neither ALTA nor Customer may assign or otherwise transfer its interest hereunder without the prior written consent of the other Party.

13. Severability

If any provision of this Agreement shall be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect or impair the validity or enforceability of the remaining provisions of this Agreement, which shall remain in full force and effect, and the Parties hereto shall continue to be bound thereby.

14. Headings

The section headings in this Agreement are for conveniences only; they form no part of this Agreement and shall not affect its interpretation.

15. Governing Law

ALTA Language Services, Inc. • 3355 Lenox Rd NE, Suite 510 • Atlanta, GA 30326
Tel: 1.404.920.3800 • Fax: 1.404.920.3801 • www.altalang.com

LANGUAGE TESTING AGREEMENT – TESTING DEPARTMENT V 6.0 – 9/20/2019

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This Agreement shall be construed, and its validity determined by the laws of the State of California. Any suits, claims or causes of action arising from this Agreement shall be brought in a court in Orange County, California and all objections to venue and personal jurisdiction in such forum are waived. Should any litigation, including appellate proceedings, be required by ALTA to obtain payment of the Service Fee or any other fees or expenses provided for herein, Customer shall be obligated to pay ALTA's reasonable attorneys' fees actually incurred, interest, and other costs incident to collection.

16. Counterparts

This Agreement may be executed in separate counterparts. Facsimile copies of this Agreement and any signature hereon shall for all purposes be considered as originals.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

ACCEPTED AND AGREED TO BY:

CUSTOMER:

Name (Print): Dr. Jaron Fried
Title: Assistant Superintendent, Ed. Division
Signature: _____
Date: 1/14/22

ALTA Language Services, Inc.

Name (Print): Barbara Cozzarini
Title: Corporate Compliance
Signature: *Barbara Cozzarini*
SignNow e-signature ID: 67c7dcfbfd...
12/10/2021 17:44:13 UTC
12/10/2021



EXHIBIT A

Language Testing Services

- (e) **LIVE ORAL LANGUAGE EVALUTATIONS:** ALTA shall provide live oral language evaluations by telephone for individuals identified by Customer in the language(s) specified by Customer and offered by ALTA.
- i. Customer will arrange for the language evaluation testing date and times with ALTA.
 - ii. Customer may change the schedule for the testing, without penalty, up to 6:00 pm (U.S. Eastern Time) on the business day (i.e., Monday through Friday) prior to the test.
 - iii. ALTA will provide a 15-minute period for each candidate to appear for his or her scheduled language evaluation test. Candidates are free to call in 5 minutes prior to and 10 minutes following the scheduled start time of their test. If candidate fails to appear by the 10-minute additional time period, Customer will be charged for the testing as if it had taken place and will be required to reschedule such candidate's evaluation testing if it sodesires.
 - iv. ALTA will score each candidate's performance according to specified grading criteria.
 - v. The results of all evaluations will be submitted by ALTA to Customer's administrative contact by email.
 - vi. ALTA will not discuss the testing results with the testing candidate.
- (f) **AUTOMATED ORAL LANGUAGE EVALUATIONS (IVR):** ALTA shall provide automated (IVR) oral language evaluations by telephone for individuals identified by Customer in the language(s) specified by Customer and offered by ALTA.
- i. Customer will administer and proctor evaluations according to proctoring instructions provided by ALTA.
 - ii. The testing candidate may call in at any time for their automated oral language evaluation.
 - iii. The completed exam will be submitted to ALTA electronically for scoring.



- iv. ALTA will score each candidate's performance according to specified grading criteria.
 - v. The results of all evaluations will be submitted by ALTA to Customer's administrative contact by email.
 - vi. ALTA will not discuss the testing results with the testing candidate.
- (c) **ONLINE READING COMPREHENSION, AND/OR LISTENING COMPREHENSION, AND/OR MEDICAL TERMINOLOGY TESTS:** ALTA shall provide Online Reading Comprehension, and/or Listening Comprehension, and/or Medical Terminology language tests for individuals identified by Customer in the language(s) specified by Customer and offered by ALTA.
- i. Customer will administer and proctor evaluations according to proctoring instructions provided by ALTA.
 - ii. Customer will submit completed exams back to ALTA electronically through the ALTA online testing portal.
 - iii. ALTA will score each candidate's performance according to specified grading criteria.
 - iv. The results of all evaluations will be submitted by ALTA to Customer's administrative contact by email.
 - v. ALTA will not discuss the testing results with the testing candidate.
- (d) **ONLINE WRITING AND/OR TRANSLATION PROFICIENCY EVALUATIONS:** ALTA shall provide Online Writing and/or Translation Proficiency language evaluations for individuals identified by Customer in the language(s) specified by Customer and offered by ALTA.
- i. Customer will administer and proctor evaluations according to proctoring instructions provided by ALTA.
 - ii. Customer will submit completed exams back to ALTA electronically through the ALTA online testing portal.
 - iii. ALTA will score each candidate's performance according to specified grading criteria.
 - iv. The results of all evaluations will be submitted by ALTA to Customer's administrative contact by email.
 - v. ALTA will not discuss the testing results with the testing candidate.
- (e) **ONLINE CODE OF ETHICS TESTS:** ALTA shall provide Code of Ethics tests for individuals identified by Customer.



- i. Customer will administer and proctor tests according to proctoring instructions provided by ALTA.
 - ii. Customer will submit completed exams back to ALTA electronically through the ALTA online testing portal.
 - iii. ALTA will score each candidate's performance according to specified grading criteria.
 - iv. The results of all evaluations will be submitted by ALTA to Customer's administrative contact by email.
 - v. ALTA will not discuss the testing results with the testing candidate.
- (f) QBS and CCLA TESTING: ALTA shall provide oral language evaluations using the Qualified Bilingual Staff (QBS) and/or the Clinician Cultural and Linguistic Assessment (CCLA) by telephone for individuals identified by Customer in the language(s) specified by the Customer and offered by ALTA.
- i. Customer will arrange for the testing using the online registration and PIN generation system provided by ALTA.
 - ii. Customer will verify the identity of each testing candidate.
 - iii. ALTA will provide the QBS and CCLA using its IVR system, available 24 hours a day seven days per week.
 - iv. ALTA will score each candidate's performance according to specified grading criteria.
 - v. The results of all evaluations will be submitted by ALTA to the Customer's administrative contact by email.
 - vi. ALTA will not discuss the testing results with the testing candidate.



EXHIBIT B

Testing Rate Guide (07/01/2019)

Testing Item	Cost
Online Listening Comprehension	\$33
Online Reading Comprehension	\$33
Online Medical Terminology	\$33
Online Code of Ethics	\$33
Live Listening and Speaking (audio)	\$66
Live Listening and Speaking (video)	\$76
IVR Listening and Speaking	\$55
Online (or paper) Writing	\$66
Online (or paper) Translation (each way)	\$66
Live Interpretation	\$110
Online Audio Translation	\$66
QBS	\$110
CCLA	\$110

Access to Toll Free Number \$2 per test

Candidate called by ALTA \$10 per test

Cancellation Policy for live tests: Cancellations can be done at no charge by contacting ALTA by 6 PM ET on the business day before the test. Later cancellations will be charged the full amount. Tests scheduled on the same day cannot be cancelled.

ALTA Language Services, Inc. • 3355 Lenox Rd NE, Suite 510 • Atlanta, GA 30326
Tel: 1.404.920.3800 • Fax: 1.404.920.3801 • www.altalang.com

LANGUAGE TESTING AGREEMENT – TESTING DEPARTMENT V 6.0 – 9/20/2019

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EXHIBIT C



ALTALAN-01

ECAMARENA

CERTIFICATE OF LIABILITY INSURANCE

(DATE MM/DD/YYYY)
1/7/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Tanner, Ballaw and Maloof, Inc. 5871 Glenridge Dr Suite 400 Atlanta, GA 30328	CONTACT NAME: PHONE (A/C, No, Ext): (404) 252-8860 FAX (A/C, No): (404) 252-8834 E-MAIL ADDRESS: 																					
INSURED ALTA Language Services, Inc. 3356 Lenox Road NE, Suite 510 Atlanta, GA 30326	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Travelers Casualty Insurance Company of America</td> <td>19046</td> </tr> <tr> <td>INSURER B:</td> <td>The Travelers Property Casualty Insurance Company of America</td> <td>25674</td> </tr> <tr> <td>INSURER C:</td> <td>Sentinel Insurance Company</td> <td>11000</td> </tr> <tr> <td>INSURER D:</td> <td>Travelers Casualty and Surety Company of America</td> <td>31194</td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Travelers Casualty Insurance Company of America	19046	INSURER B:	The Travelers Property Casualty Insurance Company of America	25674	INSURER C:	Sentinel Insurance Company	11000	INSURER D:	Travelers Casualty and Surety Company of America	31194	INSURER E:			INSURER F:		
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INSURER E:																						
INSURER F:																						

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Terrorism Included <input checked="" type="checkbox"/> Deductible - \$0 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:		680-8R305409	12/23/2020	12/23/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> AUTO ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY		BA-8R305483	12/23/2020	12/23/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 5,000		GUP-8R306526	12/23/2020	12/23/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 Prod/Comp-Ops \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	29WECAJ8F64	12/23/2020	12/23/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Property		680-8R305409	12/23/2020	12/23/2021	BPP 352,708
D	Professional Liabil		0105875094LB	1/8/2021	12/23/2021	Agg/Eac Claim 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

"FOR INFORMATION ONLY"

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

[Signature]

ACORD 26 (2016/03)

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Document History

SignNow E-Signature Audit Log

All dates expressed in MM/DD/YYYY (US)

Document name: 2021-12-02 - Anaheim Union High School District ALTA Te...
Document created: 12/10/2021 17:42:05
Document pages: 10
Document ID: f5e2a89df130409e87214eda92502fbf71c764cc
Document Sent:
Document Status:
Sender: hr@altalang.com
Signers:
CC:

Client	Event	By	Server Time	Client Time	IP Address
SignNow Web Application	Uploaded the Document	hr@altalang.com	12/10/2021 17:42:05 pm UTC	12/10/2021 17:41:56 pm UTC	52.255.189.242
SignNow Web Application	Viewed the Document	hr@altalang.com	12/10/2021 17:43:30 pm UTC	12/10/2021 17:43:30 pm UTC	52.255.189.242
SignNow Web Application	Signed the Document, Signature ID: 67c7dcfbfd5946328660	hr@altalang.com	12/10/2021 17:44:13 pm UTC	12/10/2021 17:44:13 pm UTC	52.255.189.242
SignNow Web Application	Added a Text	hr@altalang.com	12/10/2021 17:44:13 pm UTC	12/10/2021 17:44:13 pm UTC	52.255.189.242
SignNow Web Application	Added a Text	hr@altalang.com	12/10/2021 17:44:13 pm UTC	12/10/2021 17:44:13 pm UTC	52.255.189.242
SignNow Web Application	Document Saved	hr@altalang.com	12/10/2021 17:44:13 pm UTC	12/10/2021 17:44:13 pm UTC	52.255.189.242

Instructional Materials Submitted for Display
Thursday, January 13, 2022
January 14, 2022-February 3, 2022

Curriculum	Basic/ Suppl.	Course Name (Number)	Grade	Title	Publisher
Dual Enrollment	Suppl.	College Writing (EN5002)	9-12	<i>And Still We Rise</i>	Harper Collins
Dual Enrollment	Suppl.	Contemporary Issues in Policing (TBD)	9-12	<i>Critical Issues in Policing</i>	Waveland Press, Inc
Dual Enrollment	Suppl.	Critical Analysis & Literature (ENG104)	9-12	<i>Kindred</i>	Beacon Press
Dual Enrollment	Suppl.	College Writing (EN5002)	9-12	<i>The Nuts and Bolts of College Writing</i>	Hacket Publishing Company, Inc.
English Language Arts	Suppl.	Analysis of Comedy in Culture (EN406)	12	<i>A Confederacy of Dunces</i>	Grove/Atlantic, Inc.
English Language Arts	Suppl.	Analysis of Comedy in Culture (EN406)	12	<i>Born Standing Up: A Comic's Life</i>	Scribner

SCHEDULE A**STUDENT IN NONPUBLIC SCHOOL UNDER EC 56030
Regular School Year 2021-2022**

STUDENT	DOB	GRADE	BOARD APPROVAL DATE	NONPUBLIC SCHOOL	TOTAL CONTRACT COST*
2122 – 213	10/12/2007	9	1/13/2022	Rossier Park School	\$65,000.00
2122 – 217	6/20/2006	9	1/13/2022	Beacon Day School	\$125,000.00
2122 – 267	7/03/2008	8	1/13/2022	Beacon Day School	\$125,000.00
2122 – 268	5/06/2007	9	1/13/2022	Olive Crest Academy	\$50,000.00
2122 – 269	12/01/2009	7	1/13/2022	Olive Crest Academy	\$85,000.00



CHAPMAN
UNIVERSITY
Orange, California 92866

Pupil Personnel Services Credential - School Counseling Intern Credential

INTERNSHIP AGREEMENT:

By and Between

**CHAPMAN UNIVERSITY AND
Anaheim Union High School District**

An Internship Credential authorizes the same service at the same level as the Clear Credential with some exceptions. The Internship Credential is only valid in one school district or consortium. Internship Credentials are issued by the California Commission on Teacher Credentialing. Applicants for an Internship Credential must satisfy all applicable requirements as established by the Commission.

For this reason, interns must have a contract before a credential can be issued. Each intern candidate is to work under the direct and continuing supervision of a District Supervisor who provides general support at the cooperating school(s). Also, the Internship Credential shall be issued initially for a two-year period and may be renewed by the Commission on Teacher Credentialing if in its judgment an applicant is unable to complete renewal requirements because of illness or other circumstances judged to be extenuating and not within the control of the applicant.

The District will assign a District Supervisor to the intern to provide support throughout the year. The District Supervisor will serve as an on-site guide, who observes the intern, and provides substantive feedback. Selected other conditions and guidelines appear in Appendix A and C.

The District acknowledges that each intern under this Internship Agreement shall be a paid employee of the District and thus covered under the District's insurance policies, including Workers' Compensation, to the extent available to other teachers. No intern shall be considered an employee or agent of Chapman University while performing services for the District.

Chapman University and **Anaheim Union High School District** agree to all the conditions of this Internship Agreement as outlined above, to be effective on **January 1, 2022** and continuing until **July 31, 2027**. This agreement may be terminated and the provisions of this agreement may be altered, changed or amended by mutual consent of both parties upon sixty (60) days written notice.

CHAPMAN UNIVERSITY

Harold Hewitt
Exec. Vice Pres. and Chief Oper.
Officer

Date

DISTRICT REPRESENTATIVE

Michael B. Matsuda
Superintendent

Date

Brad Jackson
Assistant Superintendent
Human Resources

Date

APPENDIX A

Conditions Established by State Law for Internship Programs

For initial and continuing accreditation by the Committee on Accreditation of the Commission on Teacher Credentialing, participating districts and universities must adhere to the following requirements of state law and all other applicable requirements:

- (1) **Bachelor's Degree Requirement.** Candidates admitted to internship programs must hold baccalaureate degrees or higher from a regionally accredited institution of postsecondary education. (Reference: California Education Code Section 44453).
- (2) **Supervision of Interns.** In an internship program, the participating district shall provide supervision of all interns. Salary payments for supervision of interns may be made out of district funds and may be met by reducing proportionately the salaries paid interns. Under this authorization no more than two interns may be supervised by one staff member and the normal district salary paid each intern may be reduced by as much as, but no more than, one-eighth to pay the salary of the supervisor. In no event may an intern be paid less than the minimum salary required to be paid by the state to a regularly certificated teacher. (Reference: California Education Code Section 44462). Institutions will describe the procedures used in assigning supervisors and where applicable, the system used to pay for supervision.
- (3) **Effectiveness of Intern.** The internship program shall meet the instructional or service needs of the district with the primary objective being to increase the effectiveness of the intern in the district. Both the district and the intern shall concur on the program plan. (Reference: California Education Code Section 44458).
- (4) **Participating Districts.** Participating districts are public school districts or county offices of education. Submissions for approval must identify the specific districts involved and the specific credential involved. (Reference: California Education Code Sections 44321 and 44452).

Specific Preconditions Established by the Commission for Internship Programs

For initial and continuing accreditation, participating districts and universities must adhere to the following requirements established by the Commission on Teacher Credentialing.

- (5) **Non-Displacement of Certificated Employees.** The institution and participating districts must certify that interns do not displace certificated employees in participating districts.
- (6) **Justification of Internship Program.** Programs that are developed to meet employment shortages must include a statement from the participating district(s) about the availability of qualified certificated persons holding the credential. Also, the local bargaining unit (teacher union) is encouraged to provide a written statement of support for the internship agreement, a sample of which appears as Appendix B.

APPENDIX B

Local Bargaining Unit Sample Letter

This must be on the Bargaining Unit Letter Head

To Whom It May Concern:

On behalf of the _____ Education Association, I wish to express our support of the
_____ School District in their efforts to secure an Internship Credential Agreement with
Chapman University.

Sincerely,

APPENDIX C

Specific Supervision Requirements

School Counseling Fieldwork:

- A. The FIELDWORK SITE shall ensure that the student receives an average of two hours of individual or group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- B. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school counselor who has at least two years experience in school counseling to serve as the primary supervisor. The student may also work with other experienced school counselors for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.
- C. Provide opportunities for students to gain a broad range of experiences, including experiences in:

<ol style="list-style-type: none"> (a) Program Design, Rationale and Coordination (b) Growth and Development (c) Socio-Cultural Competence (d) Assessment (e) Comprehensive Prevention and Early Intervention for Achievement (f) Professional Ethics and Legal Mandates (g) Family-School Collaboration (h) Self-esteem and Personal and Social Responsibility (i) School Safety and Violence Prevention (j) Consultation (k) Professional Leadership Development (l) Collaboration and Coordination of Pupil Support Systems (m) Human Relations 	<ol style="list-style-type: none"> (n) Technological Literacy (o) Supervision and Mentoring (p) Academic Development (q) Career Development (r) Personal and Social Development (s) Advocacy (t) Learning, Achievement and Instruction (u) Individual Counseling (v) Group Counseling and Facilitation (w) Collaboration, Coordination and Team Building (x) Organizational Systems and Program Development (y) Prevention Education and Training (z) Research, Program Evaluation and Technology
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- D. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including (a) preschool, (b) elementary, (c) middle school or junior high, and (d) high school.
- E. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university semester.
- F. The FIELDWORK SITE shall ensure that the student will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the student is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.
- G. Audio and/or video taping of selected counseling activities by the student for purposes of supervision shall be conducted by the FIELDWORK SITE or UNIVERSITY provided that all parties to be recorded have separately consented to such taping.

- H. The DISTRICT will ensure that the student will be treated by the DISTRICT as part of its professional staff and will be expected to adhere to all health/COVID protocols of the DISTRICT as deemed necessary.



SCHOOL COUNSELING SUPERVISED PAID INTERNSHIP FIELDWORK AGREEMENT

THIS AGREEMENT is made and entered into by and between Chapman University hereinafter called the "UNIVERSITY," and the Anaheim Union High School District, hereinafter called "FIELDWORK SITE."

I. RESPONSIBILITIES OF THE UNIVERSITY

- A. The UNIVERSITY will assure that the student shall have completed the necessary educational prerequisites, if so required, to be eligible for supervised fieldwork.
- B. The UNIVERSITY shall designate a faculty or staff member to coordinate, consult, and collaborate with the classroom teacher or district designee of the FIELDWORK SITE, the activities of each student assigned to FIELDWORK SITE and student fieldwork experience.
- C. The UNIVERSITY shall complete periodic observations and/or evaluations of the student regarding his/her performance at the FIELDWORK SITE as per arrangement between the UNIVERSITY faculty or staff member and the FIELDWORK SITE supervisor.

II. RESPONSIBILITIES OF THE FIELDWORK SITE

- A. The FIELDWORK SITE shall provide field experiences in such schools or classes of the FIELDWORK SITE and under the direct supervision and instruction of such employees of the FIELDWORK SITE, as specified by the duly authorized representatives of the FIELDWORK SITE and in collaboration with the UNIVERSITY.
- B. The FIELDWORK SITE may, for good cause, refuse to accept for field experiences, or terminate the field experience assignment of any student of the UNIVERSITY assigned to the FIELDWORK SITE in writing. Prior to removal of a student, the FIELDWORK SITE shall consult with the UNIVERSITY about its concerns and proposed course of action. The UNIVERSITY may terminate the field experience assignment of any student of the UNIVERSITY at the FIELDWORK SITE at any time, and may do so if the FIELDWORK SITE so requests in writing with a statement of reasons why the Fieldwork Site wishes to have the student withdrawn.
- C. The FIELDWORK SITE shall provide students with experiences with a student population that is diverse in terms of ethnicity, culture, language, socio-economics and/or special needs.
- D. The FIELDWORK SITE staff will promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FIELDWORK SITE or involving employees or agents of the FIELDWORK SITE, take prompt and effective remedial action when discrimination or harassment is found to have occurred, and promptly notify the UNIVERSITY of the existence and outcome of any complaint of harassment by, against, or involving any participating student.

- E. To notify the UNIVERSITY of any change in its personnel, operation, or policies which may affect the field education experience.
- F. Comply with all federal, state and local statutes and regulations applicable to the operation of the program, including without limitation, laws relating to the confidentiality of student records.
- G. The FIELDWORK SITE staff shall comply with APPENDIX A regarding the FIELDWORK SITE'S supervision of UNIVERSITY students.

III. THE PARTIES MUTUALLY AGREE

- A. Neither party shall discriminate in the assignment of students on the basis of race, color, disability, sex, religion, national origin, ancestry, sexual harassment, or any other basis prohibited by law.
- B. Both parties acknowledge they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties and neither party shall so hold itself out. Neither party shall have the right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.
- C. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- D. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below.

SCHOOL DISTRICT INFORMATION:

Anaheim Union High School District
501 N. Crescent Way
Anaheim, CA 92801

UNIVERSITY CONTACT INFORMATION:

Attn: Harold Hewitt, VP & COO
Chapman University
One Chapman Drive
Orange, CA 92866

- E. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
- F. In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one (21) days after receipt of written notice of such default, or in the event of the loss of WASC accreditation by the UNIVERSITY, this Agreement may be immediately terminated by the non-defaulting party.
- G. This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof. No change, modification, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.
- H. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be Orange County, California.

IV. TERM AND TERMINATION OF AGREEMENT

- A. THE TERM of this Agreement shall be effective January 1, 2022 and shall continue in full force and effect through July 31, 2027. This Agreement may be renewed for one (1) additional term of the contract by mutual written consent of the parties.
- B. THIS AGREEMENT may be terminated by either the UNIVERSITY or the FIELDWORK SITE with or without cause upon thirty (30) days written notice provided that (subject to the other terms of this Agreement) all students performing fieldwork at the time of notice of termination are given the opportunity to complete their fieldwork at the Fieldwork Site.

SIGNATURES:

FIELDWORK SITE: Signature: _____
Name: Brad Jackson
Title: Assistant Superintendent, Human Resources
Date: _____

UNIVERSITY: Signature: _____
Name: Harold Hewitt
Title: Executive VP & COO
Date: _____

Appendix A

Specific Supervision Requirements

School Counseling Fieldwork:

- A. The FIELDWORK SITE shall ensure that the student receives an average of two hours of individual or group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- B. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school counselor who has at least two years experience in school counseling to serve as the primary supervisor. The student may also work with other experienced school counselors for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.
- C. Provide opportunities for students to gain a broad range of experiences, including experiences in:
 - (a) Program Design, Rationale and Coordination
 - (b) Growth and Development
 - (c) Socio-Cultural Competence
 - (d) Assessment
 - (e) Comprehensive Prevention and Early Intervention for Achievement
 - (f) Professional Ethics and Legal Mandates
 - (g) Family-School Collaboration
 - (h) Self-esteem and Personal and Social Responsibility
 - (i) School Safety and Violence Prevention
 - (j) Consultation
 - (k) Professional Leadership Development
 - (l) Collaboration and Coordination of Pupil Support Systems
 - (m) Human Relations
 - (n) Technological Literacy
 - (o) Supervision and Mentoring
 - (p) Academic Development
 - (q) Career Development
 - (r) Personal and Social Development
 - (s) Advocacy
 - (t) Learning, Achievement and Instruction
 - (u) Individual Counseling
 - (v) Group Counseling and Facilitation
 - (w) Collaboration, Coordination and Team Building
 - (x) Organizational Systems and Program Development
 - (y) Prevention Education and Training
 - (z) Research, Program Evaluation and Technology
- D. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including (a) preschool, (b) elementary, (c) middle school or junior high, and (d) high school.
- E. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university semester.
- F. The FIELDWORK SITE shall ensure that the student will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the student is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.
- G. Audio and/or video taping of selected counseling activities by the student for purposes of supervision shall be conducted by the FIELDWORK SITE or UNIVERSITY provided that all parties to be recorded have separately consented to such taping.
- H. The DISTRICT will ensure that the student will be treated by the DISTRICT as part of its professional staff and will be expected to adhere to all health/COVID protocols of the DISTRICT as deemed necessary.

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1. Resignations/Retirements, effective as noted:

Brown, Shannon Retirement 12/17/21

2. Employment:

A. Teacher(s)/Probationary:

		<u>Column</u>	<u>Step</u>
Ancheta, Alyssa	8/5/21	2	1

B. Teacher(s)/Temporary:

		<u>Column</u>	<u>Step</u>
Castaneda, Karen	1/3/22	1	1
Samela, Steven	1/3/22	1	1

C. Day-to-Day Substitute Teacher(s) with authorization to teach in subject areas where they have adequate preparation, effective as noted:

Garcia, Jose	1/3/22
Giroux, Laurel	1/3/22
Herrera, Diana	1/3/22
Johnson, Diane	12/2/21
Pantaleon, Meghan	1/3/22
Reed, Brooke	1/3/22
Spratt, Destiny	1/3/22
Whitely, Ora	1/3/22

D. Counselor(s)/Temporary:

		<u>Column</u>	<u>Step</u>
Flores, Carolina	1/5/22	1	1
Gahungu, Melissa	1/10/22	3	1
Jarez Cortez, Karla	1/4/22	3	1
Meni, Jeanette	1/3/22	2	1
Nguyen, Lana	1/5/22	1	1
Ortega, Alma	1/4/22	1	1

E. Temporary Contract Junior ROTC Teachers, granted one-year contract for 2021-22 with pay per military contract, holding a Preliminary Designated Subjects Credential for ROTC and a Certificate of Completion of Staff Development Waiver to fulfill California Education Code 44253.1, effective January 3, 2022:

Tran, Alan	\$6,370.82	Kennedy High School
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F. Administrator Substitute, on an if and as needed basis, at the noted authorized salary per day, effective as noted:

Mc Ghee, Joan	\$666	1/4/22
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G. Administrator Salary Placements, effective as noted:

		<u>Range</u>	<u>Step</u>
Valdez, Vidal	9/1/21	25	6
Interim Principal, Senior High School			

3. Extra Service Compensation:

A. Additional Salary, for an extra period of coverage to be paid tenthly and based on the individual's salary for 2021-22, effective as noted: (General Funds)

Duarte, Thomas	12/6/21
Hoos, Shannon	8/11/21
Jurado, Nicole	12/6/21

B. California Speech-Language Pathology License Stipend, to be paid to the following individual(s), in the amount of \$1,220, for an earned CA Speech-Language Pathology License, effective as noted:

Vosseler, Tarah	12/1/21
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C. JROTC/NJROTC Drill Team Stipend, for the following individuals, for the 2021-22 school year, in the amount of \$2,302, to be paid half at the end of each semester: (General Funds)

Tran, Alan	Kennedy High School
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D. Education Technology Coach Stipend, for the 2021-2022 year, for the following individuals, to be paid half at the end of each semester and not to exceed the total amount shown below per person. Effective immediately. (LLM Funds)

Aguayo, Patricia	\$2,000
Collar, Jason	\$2,000
Dechene, John	\$2,000
Delgado, Dean	\$2,000
Flores, Robert	\$2,000
Garcia, Christine	\$2,000
Hamilton, Valerie	\$666
Herrick, Lauren	\$1,000
Kanal, Krisdee	\$1,000
Karels, Laura	\$1,500
Larsen, Susan	\$2,000
Letourneau, Thomas	\$2,000
Ludeman, Tisha	\$666
Manville, Laurie	\$666
Martin, Richard	\$2,000
Moon, Jason	\$2,000
Parker, Lara	\$1,000
Pham, Tony	\$500
Rice, Ann	\$2,000
Romo, Helen	\$500
Rosenberg, Paola	\$2,000

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Sherman, Tyler	\$2,000
Somers, Allison	\$2,000
Spencer, Kasey	\$2,000
Stele, Emma	\$2,000
Tice, Maryanne	\$1,000
Yoon, Paul	\$1,500

- E. Additional Course Preparation Stipend, to be paid to the following individual(s), for each additional course preparation assigned, effective as noted:

Barrios-Garcia, Lizzette	8/11/21	2 additional course preps
Garcia, Juan	8/11/21	1 additional course prep
Lee, Maryanna	8/11/21	1 additional course prep
Lopez, Kenia	8/11/21	1 additional course prep
Pineda-Garcia, Juvenal	8/11/21	2 additional course preps
Preciado, Bruno	8/11/21	1 additional course prep

4. **Change of contract for the following personnel who have completed the additional units and/or years of experience to advance on the salary schedule, effective as noted:**

	<u>From</u>	<u>To</u>	<u>Effective</u>
Brush, Cortnee	3 1	4 1	1/3/22
Ting, Cynthia	3 11	4 11	1/3/22

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

Beyla, Nita	12/17/21
Corum, Dulce	12/9/21
Dominguez, Vanessa	12/27/21
Lee, Helen	12/17/21
Lopez, Robert	12/6/21
Morales, Yuliana	1/3/22
Mortiz, Kerenlie	12/9/21
Muramatsu, Karie	12/8/21
Ochoa, Evamaria	11/2/21
Raja, Sadia	12/20/21
Yakim, David Samir	12/7/21

6. **Extra Service Assignments, employment effective as noted:**

Classified:

	<u>Salary</u>	<u>Term</u>	<u>Effective</u>
<u>Cypress</u>			
Ahumada-Trujillo, Maria Wrestling, Assistant	\$3,602	Season	11/1/21
Butsumyo, Russell Basketball, Assistant, Boys	\$1,801	Season	11/1/21
Castillo, Jennica Basketball, Assistant, Girls	\$2,701.50	Season	11/1/21

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Chiu Rangel, Carlos Soccer, Asst./Lower Level, Boys	\$3,251	Season	11/1/21
Ledesma, Sierra Song	\$1,464.50	1 st Semester	8/11/21
Lo, Jason Dance, Assistant	\$1,708.50	2 nd Semester	1/3/22
Norris, Darin Wrestling, Girls	\$4,513	Season	11/1/21
Paige, Cameron Basketball, Assistant, Boys	\$1,801	Season	11/1/21
Ruiz, Manuel Drill Team	\$2,926	1 st Semester	8/11/21
Thoma Lundberg, Jon Wrestling, Boys	\$3,008.66	Season	11/1/21
<u>Dale</u> Rigsby, David Accompanist	\$672.50	1 st Semester	8/11/21
<u>Hope</u> Bush, Laurie Vocal	\$1,997.50	1 st Semester	8/11/21
Cruz, Alfred Yearbook	\$1,708.50	1 st Semester	8/11/21
Kuroiwa, Kristine Drama	\$1,997.50	1 st Semester	8/11/21
Motta, Alexa Cheer	\$1,336.50	1 st Semester	8/11/21
<u>Gilbert</u> Frese, Janelle Journalism	\$1,515	1 st Semester	8/11/21
<u>Kennedy</u> Alvarez, Jose Basketball, Boys	\$4,513	Season	11/1/21
Avila, Richard Water Polo, Asst./Lower Level	\$3,251	Season	11/1/21
Bomar, Dominique Basketball, Asst./Lower Level, Boys	\$3,602	Season	11/1/21

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Franks, Nicholas Wrestling	\$4,971	Season	11/1/21
Guttierrez, Daniel Soccer, Asst./Lower Level, Boys	\$3,251	Season	11/1/21
Gutierrez-Garcia, Arturo Soccer, Boys	\$3,602	Season	11/1/21
Hamaguchi, Derek Basketball, Asst./Lower Level, Girls	\$3,602	Season	11/1/21
Irwin, Christopher Wrestling, Asst./Lower Level	\$3,602	Season	11/1/21
Lauder, Douglas Soccer, Asst./Lower Level, Girls	\$3,251	Season	11/1/21
Lavespere, Patrick Basketball, Asst./Lower Level, Boys	\$3,602	Season	11/1/21
Lopez, Carlos Soccer, Asst./Lower Level, Boys	\$1,625.50	Season	11/1/21
Mar, Ashley Basketball, Asst./Lower Level, Girls	\$3,602	Season	11/1/21
Olson, Ryan Basketball, Asst./Lower Level, Boys	\$3,602	Season	11/1/21
Ponte, Jose Soccer, Girls	\$3,602	Season	11/1/21
Sugita, Erin Basketball, Asst./Lower Level, Girls	\$3,602	Season	11/1/21
Torres Roman, Carlos Soccer, Asst./Lower Level, Girls	\$3,251	Season	11/1/21
Venta-Rodriguez, Raul Soccer, Asst./Lower Level, Boys	\$1,625.50	Season	11/1/21
<u>Loara</u> Herrera, Eusebio Football, Assistant	\$3,840	Season	8/2/21
Stirrat, Robert Basketball, Assistant	\$3,602	Season	11/1/21

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Magnolia

Aguilera Jr., Robert Basketball, Asst./Lower Level, Boys	\$3,602	Season	11/1/21
Barnett, Xavier Basketball, Girls	\$4,513	Season	11/1/21
Covarrubias, Shawnee Basketball, Asst./Lower Level, Girls	\$3,602	Season	11/1/21
Espinoza, Jose Soccer, Boys	\$3,602	Season	11/1/21
Galang, Robenald Patrick Basketball, Asst./Lower Level, Girls	\$3,602	Season	11/1/21
Garcia, Alyssa Soccer, Asst./Lower Level, Girls	\$3,251	Season	11/1/21
Guerrero, Jocelyne Basketball, Asst./Lower Level, Girls	\$3,602	Season	11/1/21
Hoang, Vy CTSO	\$2,673	1 st Semester	8/11/21
Jones Jr., Erland Soccer, Girls	\$3,602	Season	11/1/21
Leon, Juan Wrestling, Asst./Lower Level	\$3,602	Season	11/1/21
McMahan, Kevin Wrestling	\$4,971	Season	11/1/21
Miles, Noel Wrestling, Asst./Lower Level	\$3,602	Season	11/1/21
Moran, Carlos Soccer, Asst./Lower Level, Boys	\$3,251	Season	11/1/21
Rodriguez, Francisco Water Polo	\$3,995	Season	11/1/21
Routh, Marquee Water Polo, Asst./Lower Level	\$3,251	Season	11/1/21
Tello, Damian Basketball, Boys	\$4,513	Season	11/1/21
Velasco, Wilfredo Soccer, Asst./Lower Level, Girls	\$3,251	Season	11/1/21

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Oxford

Bastida, Joel Soccer, Girls	\$3,602	Season	11/1/21
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Clifton, David Basketball, Girls	\$4,513	Season	11/1/21
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Eastin, Robert Soccer, Boys	\$3,602	Season	11/1/21
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Lopez, Robert Soccer, Assistant, Boys	\$3,251	Season	11/1/21
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Mack, Jenna Basketball, Assistant, Girls	\$3,602	Season	11/1/21
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Masuno, Christopher Basketball, Assistant, Girls	\$3,602	Season	11/1/21
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Palisin, Christopher Basketball, Boys	\$4,513	Season	11/1/21
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Pho, Scott Basketball, Assistant, Boys	\$3,602	Season	11/1/21
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Reaves, Terance Basketball, Assistant, Boys	\$3,602	Season	11/1/21
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Roberts, Corey Basketball, Assistant, Girls	\$3,602	Season	11/1/21
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Savanna

Arellano, Jonathan Wrestling, Asst./Lower Level	\$3,602	Season	11/1/21
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Castaneda Morales, Gilberto Soccer, Asst./Lower Level, Boys	\$3,251	Season	11/1/21
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Deeds, Kathy Basketball, Asst./Lower Level	\$3,602	Season	11/1/21
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Fitz, Al Wrestling, Asst./Lower Level	\$3,602	Season	11/1/21
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Fitz Perez, Sergio Wrestling, Girls	\$4,513	Season	11/1/21
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Garcia, Miguel Soccer, Asst./Lower Level, Boys	\$3,251	Season	11/1/21
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Golden, Cerea Basketball, Asst./Lower Level	\$3,602	Season	11/1/21
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Gonzalez Jr., Jose Soccer, Girls	\$3,602	Season	11/1/21
Konrad, John Basketball, Boys	\$4,513	Season	11/1/21
Ledezma, Tarsis Water Polo, Asst./Lower Level	\$3,251	Season	11/1/21
Lopez, Carlos Wrestling	\$4,513	Season	11/1/21
Medina, Richard Soccer, Asst./Lower Level, Girls	\$3,251	Season	11/1/21
Michail, Ramez Basketball, Girls	\$4,513	Season	11/1/21
Mugica, Anya Soccer, Assistant, Girls	\$3,251	Season	11/1/21
Nelson, Dennis Water Polo, Girls	\$3,995	Season	11/1/21
Ramirez, Alejandro Soccer, Boys	\$3,602	Season	11/1/21
Spence, James Basketball, Asst./Lower Level	\$3,602	Season	11/1/21
Valdez, Nicolle Soccer, Asst./Lower Level, Girls	\$3,251	Season	11/1/21
Wakabayashi, Jordann Basketball, Asst./Lower Level, Girls	\$3,602	Season	11/1/21
<u>Western</u>			
Aihara, Joseph Basketball, Asst./Lower Level, Boys	\$3,602	Season	11/1/21
Garcia, Juanis Basketball, Girls	\$4,513	Season	11/1/21
Harrison, Marc Basketball, Boys	\$4,513	Season	11/1/21
Luethke, Donald Water Polo, Asst./Lower Level	\$3,995	Season	11/1/21
Neeper, John Soccer, Asst./Lower Level, Girls	\$3,602	Season	11/1/21

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Ochoa, Alex Soccer, Asst./Lower Level, Boys	\$1,625.50	Season	11/1/21
Ramirez, Steven Soccer, Asst./Lower Level, Boys	\$1,072.83	Season	11/1/21
Trujillo, Alex Soccer, Asst./Lower Level	\$1,072.83	Season	11/1/21
White, Leangelo Wrestling, Asst./Lower Level	\$1,801	Season	11/1/21

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

	<u>Location:</u>	<u>Effective</u>
Correa, Juana Food Services Assistant I	Dale Jr. High School	12/17/2021
Galindo, Sergio Instructional Assistant - Bilingual	Western High School	12/13/2021
Gonzalez, Chynna Instructional Assistant – Specialized Academic Instruction	Katella High School	11/30/2021
Gutierrez, Marisela Instructional Assistant – Behavioral Support	Western High School	01/03/2022
Lowe, Rosemary Health Services Technician	Western High School	12/29/2021
Luisjuan, Maria Instructional Assistant – Behavioral Support	Katella High School	12/17/2021
Mapula, Lee Custodian	Maintenance Department	12/03/2021
Morillon, Crystal Instructional Assistant – Behavioral Support	Hope School	01/12/2022
Neri, Yazmin Office Assistant - Bilingual	Savanna High School	01/07/2021
Pizano, Jennifer Licensed Vocational Nurse	Sycamore Jr. High School	11/17/2021
Saucedo, Nancy Assessment & Evaluation Technician	Research & Evaluation Department	01/14/2022
Scott, Tracy Custodian	Lexington Jr. High School	12/01/2021
Thomas, Matthew Director of Transportation	Transportation Department	01/03/2022
Thompson, Robert Food Services Assistant I	Savanna High School	11/30/2021
Villagomez, Berenice Food Services Assistant I	Food Services Department	06/08/2021
Wagner, Alan Grounds Maintenance Worker	Maintenance Department	01/03/2022

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2. Employment, effective as noted:

	<u>Range/Step:</u>	<u>Effective:</u>
Permanent Employees:		
Arias, Eduardo Instructional Assistant – Specialized Academic Instruction	43/01	12/16/2021
Burdick, Brandon Campus Safety Aide	41/01	12/07/2021
Carreno, Gary Credentials Technician	57/01	12/20/2021
Cuevas, Stephanie Secretary – Attendance (Bilingual)	53/01	12/06/2021
Duque Orozco, Rafael Bus Driver	55/01	01/03/2022
Ganda, Fatima College & Career Readiness Specialist	51/01	12/08/2021
Garcia, Edgar Food Services Manager I	03/04	12/06/2021
Guzman, Liliana Family and Community Engagement Specialist	56/01	12/13/2021
Jimenez, Margarita Food Services Production Lead	55/01	12/13/2021
Tran, Honey Instructional Assistant – Adult Transition	51/03	12/13/2021
Vazquez Zuazo, Miguel Campus Safety Aide	41/01	12/13/2021
Weinraub, Erika Translator/Interpreter	53/04	12/13/2021
Winston, Jerome Instructional Assistant – Behavioral Support	51/01	12/01/2021
Promotions:		
Baltazar, Alexis Secretary – Registrar/Records	51/01	01/11/2022

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Borbon DeMarco, Anna Marie Secretary – Attendance	51/10	01/10/2022
Carranza, Maria Sr. Administrative Assistant – School Support	59/06	01/18/2022
Gonzales, Manuel Jr. Athletic Facilities Worker II	52/10	12/13/2021
Quintana, Orlando Grounds Maintenance Worker	49/09	12/15/2021
Reyes-Palacios, Julio Plant Manager I	02/04	12/01/2021
Rodriguez, Andrea Family and Community Engagement Specialist	56/01	12/10/2021
Rodriguez, Gladys Secretary – Registrar/Records (Bilingual)	53/10	01/17/2022

Substitute Employees:

Almaraz, Robert Substitute Campus Safety Aide	41/01	01/03/2022
Ammari, Georget AVID Tutor	\$14.53/Hr.	12/08/2021
Anderson, Simon Substitute Custodian	48/01	12/10/2021
Avalos, Rocio Substitute Bus Driver	55/01	12/15/2021
Bartolo, Dianne Substitute Instructional Assistant – Adult Transition	51/01	12/01/2021
Bartolo, Dianne Substitute Instructional Assistant – Behavioral Support	51/01	12/01/2021
Bartolo, Dianne Substitute Instructional Assistant – Medically Fragile	51/01	12/01/2021
Cuellar, Mikari Contact Tracer	51/01	12/06/2021
De Anda, Dulce Substitute Bus Driver	55/01	12/14/2021

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Fields, Robert IV Substitute Campus Safety Aide	41/01	12/03/2021
Flores, Sofia Substitute Health Services Technician	51/01	12/06/2021
Gonzalez, Anthony Tutor	\$14.53/Hr.	12/09/2021
Hipolito, Eric Substitute Health Services Technician	51/01	12/06/2021
Jasso, Neal Substitute Instructional Assistant – Adult Transition	51/01	12/06/2021
Jasso, Neal Substitute Instructional Assistant – Behavioral Support	51/01	12/06/2021
Jasso, Neal Substitute Instructional Assistant – Medically Fragile	51/01	12/06/2021
Linder, Cynthia Substitute Office Assistant	43/01	12/15/2021
Lucio, Michael Substitute Office Assistant	43/01	12/15/2021
Mahand, Karlie Substitute Office Assistant	43/01	12/14/2021
Main, Jennie Substitute Office Assistant	51/01	12/10/2021
Mapula, Lee Substitute Custodian	48/01	12/04/2021
Martinez Ortiz, Estephania Substitute Bus Driver	55/01	12/03/2021
Millican, Colleen Substitute Office Assistant	43/01	12/07/2021
Pham, Huan Substitute Office Assistant	51/01	12/07/2021
Rivera, Hiram VAPA Percussion/Drum Lead	\$40/Hr.	12/06/2021

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Scott, Tracy Jr. Substitute Custodian	48/01	12/02/2021
Torres, Lorena Substitute Office Assistant	43/01	12/15/2021
Trinidad, Adrianna Substitute Office Assistant	43/01	01/03/2022
Vega Krebs, Christopher VAPA Choreography Technician II	\$25/Hr.	12/10/2021
Villa, Angelica Substitute Bus Driver	55/01	12/03/2021

3. **Workability, current minimum wage or stipend of \$256 effective as noted:**
(Workability Grant Funds)

Effective

Arevalo, Eric	01/04/2022
Barnes, Annie	12/01/2021
Bedolla, Miranda	12/07/2021
Benatz, Emily	12/06/2021
Gonzales-Wright, Arianna	01/04/2022
Jimenez, Diego	12/07/2021
Pena, Aaron	12/07/2021
Sackett, Joshua	01/05/2022
Soberano, Nicholas	01/02/2022
Verzani, Amanda	01/03/2022

4. **Food Service Student Workers**

Effective

Rafael, Bryant	12/01/2021
Sanchez, Ariana	12/01/2021

ANAHEIM UNION HIGH SCHOOL DISTRICT

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

BOARD OF TRUSTEES**Minutes****Thursday, September 14, 2021**

UNADOPTED**1. CALL TO ORDER–ROLL CALL**

Board President Piercy called the regular meeting of the Anaheim Union High School District Board of Trustees to order at 3:16 p.m.

Present: Anna L. Piercy, president; Katherine H. Smith, clerk; Al Jabbar, assistant clerk; Brian O'Neal and Annemarie Randle-Trejo, members; Michael B. Matsuda, superintendent; Jaron Fried, Ed.D., Brad Jackson, and Nancy Nien, Ph.D., assistant superintendents; and Karl H. Widell, District counsel.

2. ADOPTION OF AGENDA

Staff requested the following amendments to the agenda:

- Page 13 of the agenda, Item 11.15, amend language under current consideration to read "4 time-fill dispensers, 1 fast-fill dispenser" instead of 15 time-fill dispensers.
- Page 35 of the agenda, pull item 12.26.

On the motion of Trustee O'Neal, duly seconded and unanimously carried, following discussion, the Board of Trustees adopted the amended agenda. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

3. PUBLIC COMMENTS, CLOSED SESSION ITEMS

There were no requests to speak.

4. CLOSED SESSION

The Board of Trustees entered closed session at 3:18 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 6:02 p.m.

5.2 Pledge of Allegiance and Moment of Silence

Board President Piercy led the Pledge of Allegiance to the Flag of the United States of America and provided a moment of silence.

5.3 **Closed Session Report**

Board Clerk Smith 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 anticipated litigation.
- 5.3.4 No reportable action taken regarding personnel.
- 5.3.5 The Board of Trustees unanimously voted to accept the agreement with employee HR-2021-22-02.
- 5.3.6 No reportable action taken regarding personnel.
- 5.3.7 The Board of Trustees unanimously approved the settlement agreement with student, providing reimbursement for tuition and mileage.

6. **RECOGNITION**

Civic Learning Recognition by Senator Tom Umberg (SD-34)

Senator Tom Umberg (SD-34) presented the District with a Civic Learning Award Resolution recognizing the District for its accomplishments listed below in Civic Learning:

- 16 California Democracy Schools
- Superintendent Michael Matsuda awarded Champion of Civics Award by the California Court System
- Six schools earned the highest California Civic Learning Awards (Excellence) from the California Court System. Lexington, South, and Walker junior high schools, as well as Cypress, Katella, and Savanna high schools
- Collectively, the District earned over 28 different Civic Learning Awards
- Four students selected as National Mikva Soapbox Competition winners
- 1,963 students earned the State Seal of Civic Engagement, 40 percent of all District graduating seniors, making up two-thirds of the state seal awardees

7. **ITEM OF BUSINESS**

EDUCATIONAL SERVICES

Naming of Facility, Phyllis Fukumoto Science Wing

Background Information:

Board Policy, 5201 Naming of Facility, was adopted on April 14, 2011, by the Board of Trustees, to develop procedures for the naming of facilities to honor individuals in the District. As per the Board of Trustees' request, an ad hoc committee was formed to review the proposals and to make policy recommendations to the superintendent for Board consideration.

Current Consideration:

The Board of Trustees was requested to approve the request to rename the science wing at Dale Junior High School after Phyllis Fukumoto. Phyllis Fukumoto, a recent retiree, was a science teacher at Dale Junior High School for 35 years. During her tenure, Ms. Fukumoto initiated the vision for the District's Girls' Engineering Day, developed the Saturday science buddies where 8th grade students mentored 1st grade students from the District's feeder elementary schools and was named as Dale Teacher of the Year four different times. The District's ad hoc committee evaluated the request, developed a report, and made a recommendation to the Board for their consideration.

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 request.

8. **REPORTS**

8.1 **Reports of Associations**

Grant Schuster, ASTA president, thanked Dr. Nien, assistant superintendent, Business Services, LeAnna Williams, director of Risk Management, and staff for creating and implementing the COVID-19 protocols. He also thanked the Human Resources and Benefits departments for onboarding all of the new hires. Additionally, he encouraged everyone to thank a staff member.

Hilda Vazquez, ALTA president, reported that the school sites continue to do their back-to-school activities while engaging with parents and students, and are also getting ready for the virtual College and Career Fair on October 19, 2021.

Natalie Saldivar, APGA co-president, highlighted all the counselors' accomplishments and thanked Cabinet for listening to their concerns. Additionally, the Western High School counseling team reported on events and programs aimed at supporting students.

8.2 **Parent Teacher Student Association (PTSA) Report**

There was no report.

9. **PRESENTATIONS**

9.1 **Introduction of the 2021-22 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 20 years ago. The student representative to the Board of Trustees represents the 30,000 students of AUHSD and reports on student activities throughout the District at all regular Board meetings.

Current Consideration:

Responsibilities of the student representative to the Board of Trustees includes the following.

- 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 the cost of the student uniform and name badge, for a total cost not to exceed \$200. (General Fund)

Action:

The Board of Trustees welcomed and confirmed Abdullah Fattahi, Oxford Academy, as the student representative to the Board of Trustees.

9.2 **Introduction of the 2021-22 Student Ambassadors**

Background Information:

One of the unique programs that 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. Each year, the program participants are fortunate to receive etiquette and business training. The role of the AUHSD Student Ambassador Program is to represent the District's 30,000 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 purpose of the Student Ambassador Program is to provide a "student voice" from each of our nine comprehensive high schools, as well as Gilbert High School and Cambridge Virtual Academy, to the District Leadership Team and the Board of Trustees, which includes the following.

- Student 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 the cost of the student ambassador uniforms and name badges, as well as student ambassador training, for a total cost not to exceed \$1,800. (General Fund)

Action:

The Board of Trustees welcomed and confirmed the following students to serve as AUHSD student ambassadors.

Sebastian Matta
Katheryn Kuroda
Eunice Kim
Mariana Elias-Meza
Esmeralda Feregrino
Alvaro Uribe
Cintya Felix
Rahi Patel
Suvan Ravi
Daniel Boulom
Nicholas Dinh

Anaheim High School
Cambridge Virtual Academy
Cypress High School
Gilbert High School
Katella High School
Kennedy High School
Loara High School
Magnolia High School
Oxford Academy
Savanna High School
Western High School

Student Representative to the Board, Abdullah Fattahi, reported on Districtwide events.

9.3 The item was moved after item 10.

10. **PUBLIC COMMENTS, OPEN SESSION ITEMS**

Vishaal Krishan, Beckman High School student, spoke of the benefits of joining a debate team and asked the Board to support these clubs.

PRESENTATION

9.3 **COVID-19/Reopening of Schools**

Background Information:

On March 13, 2020, the Board of Trustees unanimously declared a local emergency due to the outbreak and spread of COVID-19, which ultimately closed physical school sites for students through the end of the 2020-21 year, based on local conditions and factors. On May 6, 2021, the Board of Trustees unanimously voted to return to a live, in-classroom instructional model for students, five full school days a week to begin the 2021-22 year. Students began attending school for regular in-person instruction on August 11, 2021.

Current Consideration:

District staff members provided any updates regarding the reopening schools, as well as impacts and mitigating measures related to the ongoing coronavirus pandemic.

Budget Implication:

There is no impact to the budget.

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board officially received the information.

11. ITEMS OF BUSINESS

RESOLUTIONS

11.1 **Resolution No. 2021/22-B-03, Recalculation of the 2020-21 Appropriations Limit and Establishing the 2021-22 Estimated Appropriations Limit Calculations**

Background Information:

Proposition 4 (Gann Amendment) was approved by the voters of California in 1979, which states that all school districts must establish a Gann Limit for the preceding and current fiscal years in accordance with the provision of the Gann Amendment and applicable statutory law.

Current Consideration:

The California Department of Education requested these forms in accordance with Government Code Section 7906(f), which states: "Each school district shall report to the Superintendent of Public Instruction and to the Director of Finance, at least annually, its appropriation limit, its appropriations subject to limitation, and amount of its state aid apportionments and subventions included within the proceeds of taxes of the school district, and amounts excluded from its appropriations limit, at a time and in a manner prescribed by the Superintendent of Public Instruction and by the Director of Finance."

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee O'Neal and duly seconded, the Board of Trustees adopted Resolution No. 2021/22-B-03. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

11.2 **Resolution No. 2021/22-B-04, Adjustments to Income and Expenditures General Fund; Resolution No. 2021/22-B-05, Adjustments to Income and Expenditures Various Funds; and 2020-21 Unaudited Actual Financial Statements**

Background Information:

Each fiscal year, the District prepares the Unaudited Actual Financial report in accordance with Education Code Section 41010. In addition, as part of the year-end closing of the financial records, budget adjustments are made to income and expenditures.

Current Consideration:

The Unaudited Actual Financial report must be Board approved no later than September 15 and filed with the state, pursuant to Education Code Section 42100. In addition, current budget adjustments to income and expenditures need to be authorized per Education Code Sections 42600-42601.

Budget Implication:

There is no impact to the budget.

Action:

1. On the motion of Trustee Smith and duly seconded, the Board of Trustees adopted Resolution No. 2021/22-B-04, Adjustments to Income and Expenditures, General Fund,

as well as Resolution No. 2021/22-B-05, Adjustments to Income and Expenditures, Various Funds. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

2. On the motion of Trustee Smith, duly seconded and unanimously carried, the Board of Trustees approved the 2020-21 Unaudited Actual Financial Statements.

11.3 **Resolution No. 2021/22-B-06, Request for Proposals for E-Rate Year 25, Data Communications Equipment, Software, and Other Related Electronic Equipment, Apparatus, and Services**

Background Information:

The Schools and Libraries Program of the Universal Service Fund, commonly known as E-Rate, is administered by the Universal Service Administrative Company (USAC) under the direction of the Federal Communications Commission (FCC) and provides discounts to assist most schools and libraries in the United States to obtain affordable data services, equipment, software, and data access.

Current Consideration:

Approval of this item will enable the District to proceed with competitive request for proposals, under Public Contract Code (PCC) 20118.2 for telecommunications and data services; data cabling/cabling services; wireless equipment and services; switching equipment and services; infrastructure equipment and services (collectively, "Telecommunications Equipment and Related Services"). PCC 20118.2 states, "Due to the highly specialized and unique nature of technology, telecommunications, related equipment, software, and services, because products and materials of that nature are undergoing rapid technological changes, and in order to allow for the introduction of new technological changes into the operations of the school district, it is in the public's best interest to allow a school district to consider, in addition to price, factors such as vendor financing, performance reliability, standardization, life-cycle costs, delivery timetables, support logistics, the broadest possible range of competing products and materials available, fitness of purchase, manufacturer's warranties, and similar factors in the award of contracts for technology, data, related equipment, software, and services."

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Smith and duly seconded, the Board of Trustees adopted Resolution No. 2021/22-B-06. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

11.4 **Resolution No. 2021/22-B-07, Authorization to Sign Applications and Associated Documents**

Background Information:

The Schools and Libraries Program of the Universal Service Fund, commonly known as E-Rate, is administered by the Universal Service Administrative Company (USAC) under the direction of the Federal Communications Commission (FCC) and provides discounts to assist most schools and libraries in the United States to obtain affordable data transmission services, equipment, and software.

Current Consideration:

The Board of Trustees was requested to adopt Resolution No. 2021/22-B-07 in support of applications and forms for the E-Rate Program to the Universal Service Administrative Company (USAC). The resolution designates the authority to execute all required documents associated with the applications to the following persons.

Michael B. Matsuda, Superintendent
Nancy Nien, Ph.D., Assistant Superintendent, Business Services
Erik Greenwood, Chief Technology Officer

All previous authorizations are rescinded upon adoption of this resolution.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Randle-Trejo and duly seconded, the Board of Trustees adopted Resolution No. 2021/22-B-07. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

11.5 **Resolution No. 2021/22-B-08, California Public Entity Pension Stabilization Trust**

Background Information:

At the July 15, 2021, Board meeting, Business Services presented to the Board on the California Public Entity Pension Stabilization trust fund with Keenan and Associates and Benefit Trust Company for investment of employer pension contribution funds.

Current Consideration:

District staff recommends that the District participate in the California Public Entity Pension Stabilization Trust ("PST"). The PST is a compliant IRS Code Section 115 trust, which allows the public agency to separate funds from their general fund and restrict them for funding pension liabilities. In restricting these funds via a Section 115 Trust, the public agency is then allowed to invest these monies in a significantly wider range of investments and achieve higher rates of return. The intent is that the higher investment returns will help manage and pay a portion of the liabilities.

Budget Implication:

Thirty basis points on invested assets (100 basis points is equivalent to 1 percent).
(General Fund)

Action:

On the motion of Trustee Randle-Trejo and duly seconded, following discussion, the Board of Trustees adopted Resolution No. 2021/22-B-08. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

11.6 **Public Hearing, Sufficiency of Textbooks and Instructional Materials**

Background Information:

In response to the Williams Settlement Legislation, each year the Board of Trustees is requested to hold a public hearing to determine that each pupil in the District has sufficient textbooks and instructional materials. Notice of the public hearing is posted in three public

places in the District, ten days prior to the public hearing, in an effort to encourage community participation.

Current Consideration:

Notice of the public hearing was posted in three public places in the school District, ten days prior to the public hearing, to determine that each pupil in the District has sufficient textbooks and instructional materials for the 2021-22 year.

Budget Implication:

Textbooks and instructional materials are purchased as necessary to achieve compliance. (Lottery Funds)

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board formally opened a public hearing to provide the public with an opportunity to speak on the sufficiency of textbooks and instructional materials.

Board President Piercy opened the public hearing at 7:50 p.m.

There were no requests to speak.

Board President Piercy closed the public hearing at 7:50 p.m.

11.7 **Resolution No. 2021/22-E-02, Textbooks and Instructional Materials Compliance for 2021-22**

Background Information:

Per Education Code Section 60229 and as required in the Williams Settlement Legislation, the Board holds an annual public hearing to determine if each pupil in the District has sufficient textbooks and instructional materials. Textbooks and instructional materials are aligned to the content and performance standards adopted by the State Board of Education.

Current Consideration:

The Board of Trustees held its annual public hearing to determine if each pupil in the District has sufficient textbooks or instructional materials, in history-social science, mathematics, reading, English language arts, science, health, world languages, and visual and performing arts. The Orange County Department of Education has verified that the District has met the Williams Settlement Legislation textbook and instructional materials requirements.

Budget Implication:

Textbooks and instructional materials were purchased as necessary to achieve compliance. (Lottery Funds)

Action:

On the motion of Trustee Smith and duly seconded, the Board of Trustees adopted Resolution No. 2021/22-E-02. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

11.8 **Resolution No. 2021/22-E-03, National Hispanic Heritage Month**

Background Information:

National Hispanic Heritage Month celebrates the contributions of Hispanics to the United States and celebrates the group's heritage and culture.

Current Consideration:

The Board of Trustees was requested to adopt Resolution No. 2021/22-E-03 for National Hispanic Heritage Month. The adoption of this resolution provides an opportunity to inform parents, guardians, and communities of the efforts that the District is taking to honor the many achievements and contributions made by Hispanics to our economic, cultural, spiritual, and political development.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Jabbar and duly seconded, the Board of Trustees adopted Resolution No. 2021/22-E-03. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

11.9 **Resolution No. 2021/22-E-04, Attendance Awareness Month**

Background Information:

Attendance Awareness Month acknowledges that good attendance matters, and is essential for student achievement and graduation. Attendance Awareness Month raises public responsiveness to the detrimental effects of chronic absenteeism, defined as missing 10 percent or more of school for any reason, including excused and unexcused absences, or just two or three days a month. Chronic absenteeism is significantly reduced, when schools, parents, and communities work together to monitor and promote good attendance, as well as address hurdles that keep children from getting to school.

Current Consideration:

The Board of Trustees was requested to adopt Resolution No. 2021/22-E-04, Attendance Awareness Month for the month of September. This will provide an opportunity to inform parents, guardians, and the community of the efforts that the District is making to reduce chronic absenteeism, and give all students an equitable opportunity to thrive academically, emotionally, socially, as well as be college and career ready.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee O'Neal and duly seconded, the Board of Trustees adopted Resolution No. 2021/22-E-04. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

11.10 **Resolution No. 2021/22-E-05, Red Ribbon Week**

Background Information:

Red Ribbon Week is a national week of activism that empowers youth and any concerned group to stand out, speak up, and seize control against drugs. It is imperative that a united effort of community members launch visible substance abuse prevention efforts to reduce the demand for illegal drugs, alcohol, and tobacco.

Current Consideration:

The Board of Trustees was requested to adopt Resolution No. 2021/22-E-05 for Red Ribbon Week 2021. The adoption of this resolution provides an opportunity to inform parents, guardians, and communities of the efforts the District is making to win the war against drugs.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee O'Neal and duly seconded, the Board of Trustees adopted Resolution No. 2021/22-E-05 for Red Ribbon Week. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

11.11 **Resolution No. 2021/22-E-06, International Translation Day**

Background Information:

International Translation Day is an international day celebrated every year on September 30, 2021. This is an opportunity to display pride in a profession that is becoming increasingly essential in the era of globalization and an act to recognize the role of professional translation in connecting our District with our families and communities. Translators and interpreters are to be commended for their dedication, patience, and kindness shown to our students, parents, community, as well as District staff for their efforts in interpreting and translating every day.

Current Consideration:

The Board of Trustees was requested to adopt Resolution No. 2021/22-E-06 for International Translation Day. The adoption of this resolution provides an opportunity to inform parents, guardians, and communities of the contributions interpreters and translators make every day to be sure our families understand District, site, department, and teacher communications in their own language.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee O'Neal and duly seconded, the Board of Trustees adopted Resolution No. 2021/22-E-06 for International Translation Day. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

11.12 **Resolution No. 2021/22-E-07, COVID-19, Effects of Participation in Extracurricular/Co-Curricular Activities: Minimum Academic Standards**

Background Information:

Education Code Section 35160.5 requires the governing board of a school district that maintains secondary schools to establish a policy regarding student participation in extracurricular and cocurricular activities. The policy must condition student participation upon satisfactory educational progress in the previous grading period and may include provisions that would allow a student who does not achieve satisfactory educational progress in the previous grading period to remain eligible to participate in extracurricular and cocurricular activities during a probationary period. A student who does not achieve satisfactory educational progress during the probationary period may not participate in extracurricular and cocurricular activities in the subsequent grading period. The Anaheim Union High School District implements these requirements through Board Policy 71101.04, Participation in Extracurricular/Co-Curricular Activities: Minimum Academic Standards.

Current Consideration:

The COVID-19 pandemic has had immeasurable impacts on student health and well-being. For many students, extracurricular activities are the glue that connects them to and engages them in school. This resolution will suspend, for the first quarter of the 2021-22 year only, the academic probation restriction in Board Policy 71101.04 that requires a student to have passed four classes during the previous grading period in order to use probation for extracurricular eligibility during the first quarter, so that issues created or exacerbated by school closures during the 2020-21 year do not further distance students from school. During that time, with students back on campus, coaches and counselors are able to more closely monitor and support these student-athletes so they can become eligible without needing to use their academic probation in the future.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee O'Neal and duly seconded, the Board of Trustees adopted Resolution No. 2021/22-E-07. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

11.13 **Resolution No. 2021/22-HR-02, Week of the School Administrator**

Background Information:

Per Education Code Section 44015.1, the state of California observes the importance of educational leadership at the school, district, and county levels. The second full week in the month of October of each year is designated as Week of the School Administrator.

Current Consideration:

The resolution, as prepared and presented, declares the week of October 10, 2021, through October 16, 2021, as Week of the School Administrator throughout the Anaheim Union High School District. Schools, districts, and county superintendents of schools are encouraged to observe the week with public recognition of the contribution that school administrators make to successful pupil achievement.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Randle-Trejo and duly seconded, the Board of Trustees adopted Resolution No. 2021/22-HR-02, Week of the School Administrator. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

BUSINESS SERVICES

11.14 Memorandum of Understanding (MOU), California Department of Public Health (CDPH) K-12 School Laboratories

Background Information:

The District has secured a partnership with the California Department of Public Health to provide end-to-end operational support for COVID-19/SARS-CoV-2 testing for the District. The CDPH identified the District as being eligible to receive, at no cost to the District, State assistance for personnel and/or testing operations at its school sites, to meet the State Public Health Officer Order of August 11, 2021, Vaccine Verification for Workers in Schools.

Current Consideration:

The CDPH, through CDPH K-12 School Laboratories, shall supervise, oversee, and facilitate, under its state clinical laboratory registration and federal CLIA certificate of waiver, the collection and testing of samples for SARS-CoV-2. Through the contracted partnership between CDPH K-12 School Laboratories and Primary Diagnostics, Inc., Primary Diagnostics will provide staff registration services and laboratory and medical records data collection, management, storage, and reporting services. Services will be provided until June 1, 2022.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees ratified the MOU with CDPH.

11.15 Alternative Fuel, Compressed Natural Gas (CNG) Fuel Station Grant Funding Program Approval Southern California Air Quality Management District (SCAQMD)

Background Information:

District staff applied for grant funding for installation of infrastructure to fill our new CNG buses.

Current Consideration:

The District was awarded \$482,150 to install a CNG fueling station for our new CNG buses. SCAQMD will reimburse the District up to \$482,150 for the planning, permit, and installation of 4 time-fill dispensers, 1 fast-fill dispenser, and a compressor unit for fueling the buses. This will be a cost savings over the long run since the District currently fuels offsite at "fast-fill" stations. Improved mileage is gained from "time-fill" dispensers (also known as slow fill dispensers) versus fast-fill dispensers.

Budget Implication:

Impact to the budget will depend on whether additional funds are needed. (General Fund)

Action:

On the motion of Trustee O'Neal, duly seconded and unanimously carried, following discussion, the Board of Trustees approved the grant funding program, as amended prior to the adoption of the agenda.

EDUCATIONAL SERVICES

11.16 School-Sponsored Student Organizations

Background Information:

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

Current Consideration:

The following schools have submitted school-sponsored student organization applications:

- 11.16.1 Agape Belize Cure Club, Cambridge Virtual Academy
- 11.16.2 Crochet and Knitting Club, Cambridge Virtual Academy
- 11.16.3 Humanitarian Resource Association Club, Cambridge Virtual Academy
- 11.16.4 Agape Belize Cure Club, Katella High School
- 11.16.5 Agape Belize Cure Club, Savanna High School

Budget Implication:

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

Action:

On the motion of Trustee O'Neal, duly seconded and unanimously carried, following discussion, the Board of Trustees approved the school-sponsored organization applications.

11.17 Revised Board Policy 71101.01.01 (5123), Promotion/Retention, First Reading

Background Information:

The District is continuing the process of reviewing Board policies, administrative regulations, and bylaws to ensure conformity with the recommendations of the California School Boards Association (CSBA) through the Gamut Online System. Gamut is an online policy information service that incorporates the complete CSBA Policy Update Reference Manual, which contains more than 650 sample policies, regulations, and exhibits, and is updated continually.

Current Consideration:

Board Policy 71101.01.01, Promotion/Retention was last revised in July 2000. The Education Division has submitted a revised and updated policy for review. The revised policy has been fully rewritten and therefore does not indicate individual insertions or deletions to language.

Budget Implication:

There is no impact to the budget.

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board reviewed the first reading of Board Policy 71101.01.01 (5123).

11.18 **Board Policy, Multiple Policies, Second Reading**

Background Information:

The District is continuing the process of reviewing Board policies, administrative regulations, and bylaws to ensure conformity with the recommendations of the California School Boards Association (CSBA) through the Gamut Online System. Gamut is an online policy information service that incorporates the complete CSBA Policy Update Reference Manual, which contains more than 650 sample policies, regulations, and exhibits, and is updated continually.

Current Consideration:

Board Policy 7702.01, Special Education was last revised in 2001. Board Policy 7702.02, Completion Certificates was last revised in 2005. The Education Division, Special Youth Services has submitted the following policies for review. The two revised policies have been fully rewritten and therefore do not indicate individual insertions or deletions to language.

- 11.18.1 New Board Policy 7702 (6159), Individualized Education Program
- 11.18.2 Revised Board Policy 7702.01 (6164.4), Identification and Evaluation of Individuals for Special Education
- 11.18.3 Revised Board Policy 7702.02 (6146.4), Differential Graduation and Competency Standards for Students with Disabilities
- 11.18.4 New Board Policy 7702.03 (6159.1), Procedural Safeguards and Complaints for Special Education
- 11.18.5 New Board Policy 7702.04 (6159.2), Nonpublic, Nonsectarian School and Agency Services for Special Education

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board reviewed and approved the policies listed above.

11.19 **Membership, Accrediting Commission for Schools, Western Association of Schools and Colleges (WASC)**

Background Information:

The accreditation process is managed by 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 an annual WASC membership fee for all school sites seeking candidacy or accreditation. Each school site 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. Invoices for annual membership fees have been received for the following school sites for the period of August 11, 2021, through June 30, 2022.

Anaheim High School	Accreditation through 2021
Cypress High School	Accreditation through 2023

Gilbert High School	Accreditation through 2025
Katella High School	Accreditation through 2024
Kennedy High School	Accreditation through 2022
Loara High School	Accreditation through 2024
Magnolia High School	Accreditation through 2025
Oxford Academy	Accreditation through 2022
Polaris High School	Accreditation through 2022
Savanna High School	Accreditation through 2024
Western High School	Accreditation through 2024

Budget Implication:

The annual installment for the 2021-22 year is \$1,100 per school site, along with an additional \$1,500 fee per site for Magnolia, Savanna, and Western high school's mid-cycle two-day visit, and \$980, for a mid-cycle one-day visit for Gilbert and Katella high schools. The annual installment for the 2020-21 year was \$1,070 per school site. (General Fund)

Action:

On the motion of Trustee Smith, duly seconded and unanimously carried, the Board of Trustees approved payment of the annual membership fees.

11.20 **Houghton Mifflin Harcourt, Additional Junior High Student and Teacher Mathematics Materials**

Background Information:

In May 2021, the Board took action to purchase Houghton Mifflin Harcourt's Into Math as the junior high school interim instructional. There was an initial order based on student and staff projections for the 2021-22 year.

Current Consideration:

Since May 2021, the District has seen an increase in 7th grade enrollment at several of our junior school sites and are now in need of additional student materials in print and the accompanying digital resources. Additionally, the District has hired a large number of teachers in order to lower class size. For this reason, there is a need to purchase additional teacher materials in print and digital access for those new mathematics teachers in the courses they are teaching.

Budget Implication:

The total estimated amount of the expenditures is \$32,000. Although the contract reflects a total cost of \$26,390.48, it was requested that the \$32,000 amount be approved in anticipation of additional materials that will need to be purchased. (General Fund)

Action:

On the motion of Trustee Smith, duly seconded and unanimously carried, the Board of Trustees approved the purchase of the additional instructional materials for mathematics to meet our staff and student needs.

11.21 **McGraw Hill, Additional High School Student and Teacher Mathematics Materials**

Background Information:

In May 2021, the Board took action to purchase Houghton Mifflin Harcourt's Into Math as the junior high school interim instructional materials and McGraw Hill Reveal Math as the

interim high school instructional materials. There was an initial order based on student and staff projections for the 2021-22 year.

Current Consideration:

Since April 2021, the District has hired a large number of teachers in order to lower class size. For this reason, there is a need to purchase additional teacher materials in print and digital access for those new mathematics teachers in the courses they are teaching.

Budget Implication:

The total estimated amount of the expenditures is \$8,000. Although the contract reflects a total cost of \$6,173.03, it was requested that the \$8,000 amount be approved in anticipation of additional materials that will need to be purchased. (General Fund)

Action:

On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees approved the purchase of the additional instructional materials for mathematics to meet our staff and student needs.

11.22 **Memorandum of Understanding (MOU), Coral Caye Foundation**

Background Information:

Coral Caye Foundation (Coral Caye) is a California 501(c)(3) nonprofit public benefit corporation formed for the purpose of addressing medical and ecological education, as well as missions in Belize. Each year since 2017, Coral Caye has operated week-long medical and ecological missions in southern Belize, bringing approximately 50 medical professionals and students from the United States to different villages over four days to operate medical clinics seeing between 200 and 400 patients each day. Participating students prepare for the clinics through training provided during the school year in collaboration with Agape Belize Cure (ABC) student groups and clubs. On site in Belize, students stay in a dormitory and receive transportation to the village clinics.

Current Consideration:

The District would like to invite Coral Caye Foundation to be its first international partner in Anaheim's Innovative Mentoring Experience (AIME), supporting pathways including medical careers, biotechnology, entrepreneurship, and sustainability. Through the memorandum of understanding with Coral Caye, the District will recruit and encourage District student and teacher participation in Coral Caye mission trips and ABC clubs. Cost of student participation is anticipated to be covered by fundraising and philanthropic gifts, while the District will commit up to \$20,000 for designated teachers and/or administrators to oversee programs and trips to Belize during the summer. Services will be provided September 14, 2021, through June 30, 2023, unless otherwise terminated by either parties.

Budget Implication:

The cost of District support and participation is not to exceed \$20,000. (General Fund)

Action:

On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees approved the MOU.

11.23 **Loss Control Services Agreement, Keenan & Associates**

Background Information:

Keenan & Associates provides innovative insurance and financial solutions for schools, public agencies, and health care organizations. They provide high quality, cost-effective programs and are the experts when it comes to risk management. California schools face countless security risks, including theft, vandalism, arson, acts of violence, and criminal mass casualty incidents. Keenan & Associates Loss Control Services are specifically developed to help schools, colleges, and public agencies address these issues while maintaining continuity of school operations, as well as promoting a safer environment.

Current Consideration:

Keenan & Associates Loss Control Services will do a Threats and Physical Security (TaPS) assessment specifically designed to provide a proactive means of identifying, documenting, and prioritizing existing security risks, as well as offer recommendations and/or suggestions to help mitigate our risk of loss. These services were completed for all school sites in the 2018-19 year, and will be re-done for selected sites based on infrastructure requests and modifications related to safety and security. Services will be provided for the District Campus, Kennedy High School, and another site to be determined by the infrastructure committee based on need. Services are being provided August 16, 2021, through August 15, 2022. The agreement will be signed following Board approval.

Budget Implication:

There is no impact to the budget. Upon completion of the stated work, \$12,135 will be applied to the invoice.

Action:

On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees ratified the loss control services agreement.

11.24 **Consulting Agreement, Matthew Menaged**

Background Information:

Matt Menaged is a professional bassist. He is also a drill designer and visual instructor for several award-winning high school marching bands in Southern California. Matt started his marching arts career as a visual instructor at Savanna High School in Anaheim in 1991 and was the visual caption head and drill writer from 1996 through 2000. Matt was also the visual caption head at Torrance High School from 2002 through 2016. Matt is currently a visual instructor at Impulse Drum and Bugle Corps and Trabuco Hills High School. He is the visual caption head and drill designer at La Mirada High School and is a staff consultant at Torrance High School.

Current Consideration:

The consultant will design custom drill formations for the Loara High School Band and will deliver the files in electronic PDF format. The design will detail all movements for all students for the entire marching band field show. It will be broken down into musical phrases that exactly match the count structure and phrasing of the musical scores being used by the band for their field show. Services will be provided September 15, 2021, through October 15, 2021.

Budget Implication:

The total cost for these as-needed services is not to exceed \$3,000. (Expanded Learning Opportunity Grant Fund)

Action:

On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees approved the consulting agreement.

11.25 **Educational Consulting Agreements, District Theatre and Dance Workshop**

Background Information:

The District's Theatre and Dance program was initiated in 2005, and it has given the District's theatre and dance students an annual opportunity to have their talents showcased at a Districtwide event. As part of the preparation for this event, students receive a college-level professional dance or theater experience, such as workshops on acting, dance technique, choreography, theatrical writing, composition, theatrical design, improvisation, as well as ethnic and world forms of dance. This year, the District Theatre and Dance program will be a half-day workshop held on September 25, 2021.

Current Consideration:

Educational consulting agreements have been prepared, at an amount not to exceed \$200 for each consultant, with the following theatre and dance clinicians: Amanda Cathey, Danil Chernyy, Karen O'Hanlon, Dylan Russell, Vicki Sundgren, Carlos Velarde, and Jessica Wolf. Services will be provided September 25, 2021, through December 17, 2021.

Budget Implication:

The total costs for these services are not to exceed \$1,400. (Title IV Grant Funds)

Action:

On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees approved the educational consulting agreements.

11.26 **Contract, Independent Educational Evaluation, TASKids**

Background Information:

The District employs psychologists, speech-language pathologists, teachers, as well as other personnel who evaluate a student's needs for special education and related services. The District has both the right and obligation to assess special education students in all areas of suspected disability. Under the Individuals with Disabilities Education Act and California special education law, a parent of a special education student who disagrees with an evaluation conducted by a school district has a right to obtain an independent education evaluation at public expense. When a request for an independent evaluation is made, a district must either fund an independent evaluation or file a request for due process within a reasonable period of time to prove that the district's evaluation was appropriate. Districts also can come to an agreement during Due Process to fund an independent evaluation in order to resolve a Due Process filing.

Current Consideration:

During the Mediation portion of Due Process, the District determined that it was in the best interest of the student and the District to provide an independent educational evaluation and allow the Individualized Education Program team to consider the information. The assessment will be due by January 31, 2022.

Budget Implication:

The total cost is not to exceed \$1,250. (Special Education Funds)

Action:

On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees approved the contract.

11.27 **Agreement, Aveanna Healthcare Services**

Background Information:

Students who attend schools in the District may require health and nursing services, which are documented within the Individualized Education Plan (IEP) and provided by personnel employed by the District. These students also often receive in-home health care services provided by a licensed nurse, who is not employed by the District. On occasion, parents will request that the nurse who assists the student within the home setting also provide the student's health and nursing services at school rather than have these services provided by District employees.

Current Consideration:

An Aveanna Healthcare Services private-duty nurse will accompany the student to school and provide the doctor-ordered specialized health care procedures. Services are being provided August 11, 2021, through June 30, 2022.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees ratified the agreement.

11.28 **Agreement, Hilton Anaheim, Artificial Intelligence (AI) Summit**

Background Information:

Artificial intelligence (AI) is poised to transform modern society in profound ways. The scope and scale of AI in the workforce will radically impact every industry and it is our goal that District students will be the future leaders to meet the demands to fill high paying and high demands jobs. As AI continues to influence and shape existing industries and allows new ones to take root, it is imperative to invest in the District's AI pathway housed at Kennedy High School.

Current Consideration:

The District would like to secure the Hilton Anaheim to host an Artificial Intelligence Summit, which will solidify the branding for the District AI Pathway and the affiliation of the pathway to our partners such as Google, Cypress College, and leading AI figures such as Neil Sahota and Joseph Zaki. The AI Summit will showcase the staff and students in the District as well as the systems, structures, and partnerships unique to the District. The event will be held on November 5, 2021.

Budget Implication:

The total cost for these services is not to exceed \$45,000. (General Fund)

Action:

On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees approved the agreement.

HUMAN RESOURCES

11.29 **Initial Contract Proposal, AUHSD to Anaheim Secondary Teachers Association (ASTA)**

Background Information:

In accordance with Board Policy 6500.01, the District's initial contract proposal to ASTA must be presented in writing to the Board of Trustees.

Current Consideration:

Before the negotiation process begins, proposals are presented to the public via a Board of Trustees' meeting. The District's initial contract proposal to ASTA for the 2021-22 year was presented to the Board of Trustees.

Budget Implication:

There is no impact to the budget.

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board officially received the proposal in order to proceed to the public hearing.

11.30 **Public Hearing, Initial Contract Proposal, AUHSD to Anaheim Secondary Teachers Association (ASTA)**

Background Information:

The Board of Trustees is required to hold a public hearing to hear comments related to the District's initial contract proposal to ASTA.

Current Consideration:

The Board must hold a public hearing of the District's initial contract proposal to ASTA for the 2021-22 year. This is the public's opportunity to provide feedback and voice their support or any concerns associated with the proposal.

Budget Implication:

There is no impact to the budget.

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board formally opened a public hearing to provide the public an opportunity to speak on the proposal.

Board President Piercy opened the public hearing at 8:15 p.m.

There were no requests to speak.

Board President Piercy closed the public hearing at 8:15 p.m.

11.31 **Initial Contract Proposal, Anaheim Secondary Teachers Association (ASTA) to AUHSD**

Background Information:

In accordance with Board Policy 6500.01, the Anaheim Secondary Teachers Association's (ASTA) initial contract proposal to the District must be presented in writing to the Board of Trustees.

Current Consideration:

Before the negotiation process begins, proposals are presented to the public via a Board of Trustees' meeting. The ASTA initial contract proposal to the District for the 2021-22 year was presented to the Board of Trustees.

Budget Implication:

There is no impact to the budget.

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board officially received the proposal in order to proceed to the public hearing.

11.32 **Public Hearing, Initial Contract Proposal, Anaheim Secondary Teachers Association (ASTA) to AUHSD**

Background Information:

The Board of Trustees is required to hold a public hearing to hear comments related to the Anaheim Secondary Teachers Association's (ASTA) initial contract proposal to the District for the 2021-22 year.

Current Consideration:

The Board must hold a public hearing of ASTA's initial contract proposal to the District for the 2021-22 year. This is the public's opportunity to provide feedback and voice their support or any concerns associated with the proposal.

Budget Implication:

There is no impact to the budget.

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board formally opened a public hearing to provide the public an opportunity to speak on the proposal.

Board President Piercy opened the public hearing at 8:15 p.m.

There were no requests to speak.

Board President Piercy closed the public hearing at 8:15 p.m.

11.33 **Revised Board Policy 8806, Child Abuse Prevention and Reporting, Second Reading**

Background Information:

Revised Board Policy 8806, Child Abuse Prevention and Reporting, provides information regarding the reporting of known or suspected child abuse by mandated reporters.

Current Consideration:

The Board of Trustees was requested to review and/or approve the second reading of revised Board Policy 8806, Child Abuse Prevention and Reporting.

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 reviewed and approved revised Board Policy 8806, Child Abuse Prevention and Reporting.

11.34 **New Board Policy 6219.01, Duty to Report-All Employees, Second Reading**

Background Information:

New Board Policy 6219.01, Duty to Report-All Employees, provides information regarding the reporting of misconduct, the duty to report, report investigation, and violation of the reporting obligation.

Current Consideration:

The Board of Trustees was requested to review and/or approve the second reading of new Board Policy 6219.01, Duty to Report-All Employees.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees reviewed and approved new Board Policy 6219.01, Duty to Report-All Employees.

11.35 **Substitute Teacher Pay Increase**

Background Information:

The state of California is currently experiencing a shortage in the number of substitute teachers available to cover teacher absences. Over the past two years, there have been an abnormal number of unfilled assignments that have resulted in an adverse impact on the school sites. To remedy the situation, school sites have payed classroom teachers to work during their conference periods at the hourly teacher rate to fill the assignments. This has resulted in increased expenditures and stress.

Current Consideration:

The current daily sub rates for substitute teachers in our District are: \$140 for day-to-day substitutes, and \$155 for substitutes serving in a long-term position. The proposal is to increase the daily rate of pay for day-to-day substitutes to \$160 per day, and to increase the daily rate of pay for long-term substitutes to \$185 per day. The proposed rate is effective August 18, 2021.

Budget Implication:

Based on the average costs of substitute teachers for the past two years, the total increase of the sub rate, plus benefits in the 2021-22 year would be \$850,000. However, it is expected that considering the reduced amount of extra teacher pay used to fill the unfilled assignments, this number would be reduced significantly.

Action:

On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees ratified the increase of the substitute teacher pay.

11.36 **Agreement, Emerson College**

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 Emerson College speech language pathology students to provide supervised support services to District students and staff.

Current Consideration:

The agreement with Emerson College will provide for clinical training in the area of speech pathology and speech pathology assistant. The agreement will be effective August 4, 2021, through August 3, 2023. University students will meet with District clinical supervisors (speech language pathologists) at the student'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. 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 Board of Trustees.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees ratified the agreement.

11.37 **Board of Trustees' Announcement of Appointment/Reappointment Candidate of Personnel Commission Member**

Background Information:

The Personnel Commission of the Anaheim Union High School District is composed of three members that apply the rules and principles of the merit system pursuant to Education Code requirements. Each commissioner is appointed for a three-year term that expires on December 1 of the third year. The Commissioners' terms are staggered. According to the Education Code and Personnel Commission rules, the Board of Trustees appoints one of the three commission members.

Current Consideration:

The term of the current Board of Trustees' appointed Personnel Commission Member Mr. Paul Andresen expires on December 1, 2021. Therefore, the Board of Trustees must begin procedures of an appointment or reappointment for the new three-year term. The Board must publicly announce the name of the person it intends to appoint or reappoint. To provide members of the public the opportunity to express their views on the intended appointment/reappointment, the Board must hold a public hearing at least 30 days, but no later than 45 days, after the announcement of the intended appointment. After the public hearing, the Board of Trustees will then take action on the appointment/reappointment. The public hearing and action to appoint will occur at the Board meeting on October 14, 2021.

The Personnel Commission requested that the Board of Trustees determine the person it intends to appoint or reappoint and publicly announce its candidate as the Board of Trustees' Personnel Commission appointee for the term commencing December 1, 2021, and ending on December 1, 2024.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees discussed the candidate it intends to appoint and selected Paul Andresen as Personnel Commission appointee for the term commencing December 1, 2021, and ending on December 1, 2024.

SUPERINTENDENT'S OFFICE

11.38 Agreement, Cooperative Strategies, LLC

Background Information:

Following comprehensive study and community input, the District transitioned to a by-trustee area election method in 2014. Education Code Section 5019.5 requires the District to adjust trustee area boundaries so they are proportional to the number of trustees and overall population of the District based on the decennial federal census. The adjustment must be based on 2020 population figures validated by the Demographic Research Unit of the Department of Finance (DOF) and completed by March 1, 2022.

Current Consideration:

Staff recommended an agreement with Cooperative Strategies, LLC to assist with the decennial boundary adjustment process. Cooperative Strategies is the successor entity to the Dolinka Group, which assisted the District with the transition to by-trustee area elections. Services will be provided September 14, 2021, through work completion on or about March 1, 2022.

Budget Implication:

Services will be provided at a cost not to exceed \$22,100. (General Fund)

Action:

On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees approved the agreement with Cooperative Strategies, LLC.

12. CONSENT CALENDAR

On the motion of Trustee O'Neal, duly seconded and unanimously carried, following discussion, the Board of Trustees approved all consent calendar items, with the exception of items 12.8, Exhibit CCC, and 12.9 pulled by Trustee O'Neal. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

BUSINESS SERVICES

12.1 Membership, Coalition for Adequate School Housing (CASH) Organizational

Background Information:

CASH was founded in 1978 as a response to diminished statewide resources for school facilities. CASH has over 1,200 members and is the preeminent statewide organization representing school facility professionals in both the public and private sector. CASH provides advocacy, leadership, development, educational opportunities, and resources within the school facilities arena. CASH advocacy ensures there are State funds to build, renovate, and maintain K-12 schools. CASH is dedicated to making sure the students in California have access to quality, safe, and healthy environments that foster learning and success.

Current Consideration:

CASH membership benefits include the ability for District staff to access a myriad of job specific resources, access to expert members and leadership on District specific issues, as well as discounted educational events.

Budget Implication:

The cost for a District organizational membership for the 2021-22 year is \$1,047. This cost will be offset by the reduced cost to send staff to professional development. (General Fund)

Action:

The Board of Trustees approved the organizational membership to CASH.

12.2 Agreement, Transportation, Tiger Woods Learning Center

Background Information:

The Board of Trustees has in past years approved the agreement to provide transportation services to the Tiger Woods Learning Center.

Current Consideration:

It is in the best interest of the District to provide transportation services to this group. Services are being provided July 1, 2021, through June 30, 2022.

Budget Implication:

The transportation agreement provides for a net income to the District, which assists in offsetting the transportation contribution from the General Fund.

Action:

The Board of Trustees ratified the agreement.

12.3 Agreement, Optimum Energy Design, LLC AB 841 (CalSHAPE) Programs

Background Information:

The California Energy Commission was authorized by Assembly Bill (AB) 841 (Chapter 372, Statutes of 2020) to design, administer, and implement two programs under the California Schools Healthy Air, Plumbing, and Efficiency Program (CalSHAPE). The CalSHAPE Ventilation Program provides funding to local educational agencies for the reasonable costs, including reimbursements, of HVAC assessment, general maintenance and adjustment, filter replacement, as well as carbon dioxide monitor installation including certain repairs, replacements, and other improvements to HVAC systems. The CalSHAPE Ventilation

Program prioritizes investments in facilities in underserved communities, and those located near freeways or industrial facilities. The CalSHAPE Plumbing Program provides grants to local educational and state agencies, to replace noncompliant plumbing fixtures and appliances that fail to meet water efficiency standards. The CalSHAPE Plumbing Program prioritizes investments in schools in underserved communities.

Current Consideration:

The CalSHAPE programs are accepting applications beginning August 31, 2021. The District has engaged Optimum Energy Design (OED) to provide consulting mechanical engineering services to assist the District with navigating the CalSHAPE application process from the time of submission through closeout. Services will be provided as follows: Part A–Application process, submission and closeout; Part B–Southern California Edison plumbing fixture site verification, documentation, application process and submission; and Part C–Anaheim Public Utilities plumbing fixture site verification, documentation, application process and submission. OED has provided mechanical engineering services and documentation related to the District’s mechanical equipment inventory in recent months.

Budget Implication:

OED will provide services at a cost of \$11,800 for Part A; \$6,900 for Part B; and \$13,200 for Part C, for a total not to exceed cost of \$31,900. (Maintenance Funds and/or other funds as appropriate)

Action:

The Board of Trustees ratified the agreement.

12.4 Ratification of Change Orders

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

Bid #2021-16, Magnolia High School	P.O. #R64A0091
Portable Buildings Certification & TMP Ramps	
IVL Contractors, Inc.	
Original Contract	\$181,540
Change Order #1	\$(14,008)
New Contract Value	\$167,532
 Bid #2021-20, Anaheim High School	 P.O. #P64A0265
Exterior Painting	
South Coast Painting, Inc.	
Original Contract	\$241,000
Change Order #1	(\$200)
New Contract Value	\$240,800

Action:

The Board of Trustees ratified the change orders as listed.

12.5 Notices of Completion

The Board of Trustees was requested to approve the notices of completion as listed.

Bid #2021-16, Magnolia High School	P.O. #R64A0091
Portable Buildings Certification & TMP Ramps	
IVL Contractors, Inc.	

Original Contract	\$181,540
Contract Changes	\$(14,008)
Total Amount Paid	\$167,532

Bid #2021-20, Anaheim High School	P.O. #P64A0265
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Exterior Painting	
South Coast Painting, Inc.	
Original Contract	\$241,000
Contract Changes	(\$200)
Total Amount Paid	\$240,800

Action:

The Board of Trustees authorized the assistant superintendent, Business to accept Bids No's 2021-16 and 2021-20 as complete, and authorized the filing of the notice of completion with the Office of the County Recorder.

12.6 **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, as well as authorized proper disposal in accordance with Education Code Section 17545 or 17546.

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

Action:

The Board of Trustees approved the list of District textbooks and instructional materials as unusable, obsolete, and/or out-of-date, damaged, and ready for sale or destruction as surplus, as well as authorized staff to dispose of the textbooks and instructional materials in accordance with Education Code Section 60510 et al.

On the motion of Trustee O'Neal and duly seconded, the Board of Trustees ratified items 12.8, Exhibit CCC, and 12.9 with the following roll call vote.

Ayes: Trustees Randle-Trejo, Jabbar, Smith, and Piercy

Abstain: Trustee O'Neal

12.8 **Purchase Order Detail Report and Change Orders**

Action:

The Board of Trustees ratified the reports August 3, 2021, through September 1, 2021.

12.9 **Check Register/Warrants Report**

Action:

The Board of Trustees ratified the report August 3, 2021, through September 1, 2021.

12.10 **SUPPLEMENTAL INFORMATION**

12.10.1 ASB Fund, July 2021

12.10.2 Cafeteria Fund, June 2021

12.10.3 Enrollment, Month 1

EDUCATIONAL SERVICES

12.11 **Grant Award, California's Adolescent Literacy Initiative (CALI READS)**

Background Information:

The CALI Reads project is a U.S. Department of Education State Personnel Development Grant administered through the California Department of Education (CDE), Special Education Division, in partnership with the Napa County of Education (COE). The CALI Reads project will span five years: Spring 2019 through 2022-23.

Current Consideration:

District curriculum specialists along with staff from Ball, Brookhurst, Orangeview, and South junior high schools will receive ongoing literacy coaching, professional learning, and systems support for participating teachers and administrators, as well as annual project funds to support participation in CALI Read's activity. CDE and Napa COE awarded the CALI Reads grant to the District. The grant will focus on literacy to address the needs of striving learners, targeting students with disabilities (SWD). Services for the 2021-22 year are being provided July 1, 2021, through June 30, 2022.

Budget Implication:

The District will receive funds, goods, and services in the amount of \$650,000 over the term of the grant. For the 2021-22 year, the grant amount is \$49,800.

Action:

The Board of Trustees ratified the grant award.

12.12 **Piggyback for Software and Related Services, Qualtrics LLC**

Background Information:

Qualtrics, LLC (Qualtrics) is a comprehensive platform that can support the District in survey development and research to help improve student, family, staff, and community experience by providing real time information and feedback. Qualtrics currently serves over fifty school districts in California to improve processes, simplify compliance, and manage data collection.

Current Consideration:

The District will continue to pilot Qualtrics as a survey platform and data dashboard to gather feedback from our stakeholders in a variety of ways including, but not limited to LCAP surveys, Counseling Core Curriculum pre/post tests, and site level surveys. Other priorities include a digital signature component for all District divisions and the capability to digitize many District forms, such as student emergency cards, transfer forms, and consent for mental health services.

The State of California's Department of General Services (DGS) has a piggybackable contract through the California Multiple Awards Schedule (CMAS) with Carahsoft Technology

Corporation. The equipment, software, and services will be purchased utilizing DGS CMAS contracts 3-12-70-2247E. Included in the cost is professional training and support, as well as access to regional network projects of over fifty districts in California. Services for the year are being provided August 7, 2021, through August 6, 2022.

The District will utilize this contract pursuant to the provisions of Public Contract Code Sections 10298, 10299, and 12100 et seq.

Budget Implication:

The total cost of these services is not to exceed \$86,500. (ESSER Funds)

Action:

The Board of Trustees ratified the order form.

12.13 **Service Agreement Amendment, Drama Notebook**

Background Information:

The District and Board of Trustees has a long history of supporting visual and performing arts. This support has led to a robust arts education for District students, as well as award-winning programs across the different art disciplines. In 2020-21, teachers provided feedback on applications that will supplement the District's existing learning platforms. Drama Notebook was identified as a need by District teachers.

Current Consideration:

The District is reviewing Drama Notebook and other supplemental, educational technology applications during the 2021-22 year to advocate for standard applications in the school years that follow. Over the summer, three new theater teachers were hired. An amendment is required to increase the number of subscriptions, which will increase the cost of services. Services are being provided August 1, 2021, through July 31, 2022.

Budget Implication:

The new total cost is not to exceed \$1,146.75, which is increased by an additional \$229.35. (Title IV Funds)

Action:

The Board of Trustees ratified the amendment.

12.14 **Consulting Agreement, Girls Incorporated of Orange County**

Background Information:

Girls Inc. is a private, nonprofit agency, which has been serving girls ages four-and-a half to 18 years, since 1954. They are an affiliate of the national Girls Inc., which serves approximately 125,000 girls annually across the United States and Canada. Girls Inc. develops research-based supplementary educational programs that encourage girls to master physical, intellectual, and emotional challenges. The programs focus on career and life planning, health education, leadership, community action, self-reliance and life skills, as well as cultures and heritage, academic achievement, participation in sports, and excellence in math, science, and technology.

Current Consideration:

Girls Inc. provide comprehensive supplemental after-school programs that promote positive body image, good nutritional and social habits, communication skills and leadership traits at schools interested in participating throughout the District. The programs are a

supplementary resource for school counseling departments. Girls Inc. will work collaboratively with school counseling departments to refer students to the programs and to monitor students who have participated in the programs. Services will be provided September 15, 2021, through June 30, 2022.

Budget Implication:

The total cost for these services is not to exceed \$200,000. (Site and/or Title IV Funds)

Action:

The Board of Trustees approved the consulting agreement.

12.15 **Educational Consulting Agreement, Inspired Resolutions Licensed Clinical Social Worker Inc., Servite High School**

Background Information:

The District is required to extend certain federal categorical program resources to private schools within its boundaries. Title IV of the Elementary and Secondary Education Act (ESEA) is intended to improve students' academic achievement by providing all students with access to a well-rounded education; improving school conditions for student learning; and improving the use of technology to improve the academic achievement, as well as digital literacy of all students. The District has long partnered with Servite High School to provide services to their students and staff.

Current Consideration:

Inspired Resolutions owner Brandon Joffe is a licensed clinical social worker (LCSW). He will oversee and assign Inspired Resolutions counselors who will provide mental health services and training to Servite High School staff and students. The services will assist Servite in the further improvement of school conditions for student learning and maintaining a safe and welcoming campus culture. Services are being provided September 1, 2021, through June 1, 2022.

Budget Implication:

The total cost is not to exceed \$12,000. (Title IV Funds)

Action:

The Board of Trustees ratified the educational consulting agreement.

12.16 **Agreement, UCLA Campus Life/Community Programs Office**

Background Information:

The Higher Opportunity Program for Education (HOPE) is a student-initiated project founded by UCLA's Vietnamese Student Union (VSU) in 1999. HOPE is committed to outreaching to youths who face educational obstacles and exists to raise consciousness of and provide access to higher education through holistic empowerment. Under the support of the UCLA Community Programs Office (CPO) and the direction of VSU, HOPE strives to achieve its goals toward educational equity for all. This is accomplished through academic tutoring, peer advising, workshops, and field trips.

Current Consideration:

HOPE will partner with Gilbert High School to provide additional support to enrolled students. Services will be provided September 27, 2021, through May 18, 2022.

Budget Implication:

The total cost is not to exceed \$12,000. (Title IV Funds)

Action:

The Board of Trustees approved the agreement.

12.17 **Consulting Agreement Amendment, Michelle Macias**

Background Information:

Michelle Macias is a former student of CSUF's Center for Entrepreneurship and participated with a team of students from the center to complete a marketing analysis of the Biotechnology Pathway program at Anaheim High School. She is now a consultant working as a website product manager, providing website solutions to businesses and other organizations. The District has an existing consulting agreement with Michelle Macias, which was approved on April 8, 2021. Services are to improve Anaheim High School's website to promote the Biotechnology Career Pathway, including increasing parent, student, and stakeholder awareness of the pathway, with the goal of increasing student enrollment in the pathway.

Current Consideration:

An amendment was required to the existing consulting agreement with Michelle Macias to extend the date of completion from June 30, 2021, to December 31, 2021. All other terms remain intact.

Budget Implication:

There is no impact on the budget.

Action:

The Board of Trustees approved the amendment to the agreement.

12.18 **Educational Consulting Agreement Amendment, Devyn Favela**

Background Information:

Devyn Favela is a former student of California State University, Fullerton's Center for Entrepreneurship and participated with a team of students from the center to complete a marketing analysis of the Biotechnology Pathway program at Anaheim High School. She is now a consultant working on marketing and process analysis, providing solutions to businesses and other organizations.

Current Consideration:

An amendment was requested to the existing educational consulting agreement with Devyn Favela to extend the date of completion from June 30, 2021, to December 31, 2021. All other terms remain intact.

Budget Implication:

There is no impact to the budget.

Action:

The Board of Trustees approved the amendment to the agreement.

12.19 **Amendment, CSU Fullerton Auxiliary Services, Health Careers Opportunity Program (HCOP)**

Background Information:

The North Orange County Allied and other Health Careers Opportunity Program (HCOP) aims to increase the pipeline of disadvantaged Latinos, Pacific Islanders (including Native Hawaiian, Samoan, and Chamorro) and Southeast Asians (particularly Vietnamese, Cambodian, Hmong, and Lao) into the professions of communicative disorders, counseling, occupational therapy, public health (including environmental health specialists, epidemiologists, health educators, and gerontologists), physical therapy, as well as social work. This multifaceted effort is specifically designed to increase retention and graduation of these diverse underserved students across the educational continuum, from high school and community college into four-year college and graduate allied and other health profession programs.

The District has been in an agreement with CSU Fullerton Auxiliary Services Corporation to receive grant funding and provide services to students under this program for the last two years, and participated in a previous three-year agreement as well.

Current Consideration:

CSU Fullerton Auxiliary Services has provided an amendment to the agreement to modify the scope of work and extend the period of performance through August 31, 2022. Services are being provided September 1, 2021, through August 31, 2022.

Budget Implication:

The costs for services are not to exceed \$22,432. (Perkins Funds)

Action:

The Board of Trustees approved the amendment.

12.20 **Indemnification Agreement, Rolls-Royce High Temperature Composite Inc.**

Background Information:

Rolls-Royce High Temperature Composite Inc. is interested in continuing their partnership with the District's Anaheim's Innovative Mentoring Experience (AIME) program. Rolls-Royce has been in existence for over one hundred years. Their vision is to pioneer cutting-edge technologies that deliver the cleanest, safest, and most competitive solutions to meet our planet's vital power needs. In 2016, Rolls-Royce expanded their aerospace research center to a \$30 million, 62,000 square foot facility that has been dedicated to research and development of ceramic matrix composite (CMC) materials and processes for use in next generation aircraft engine components. During the summers of 2018, 2019, and 2021, AUHSD students have participated in an internship at their facility in Cypress.

Current Consideration:

Rolls-Royce High-Temperature Composite Production Center in Cypress, California, is interested in continuing to be a partner for the AIME internship program. Rolls Royce would like the District to enter into an indemnification agreement in order to engage in the internship program throughout the 2021-22 year.

Budget Implication:

There is no impact to the budget.

Action:

The Board of Trustees approved the indemnification agreement for interns.

12.21 **Educational Consulting Agreement, Alison Dover**

Background Information:

The District currently serves over 600 English Learners and/or multilingual scholars who have been enrolled in United State schools for less than three years. In order to accelerate their English language acquisition, the District will continue the Saturday Language Academy (SALA), an innovative, arts-based plurilingual enrichment program designed for newcomers, new to the United States, and emergent bilingual scholars entering grades 8-12. During this six-module program, students examine and deconstruct identity, culture, as well as language through an exploration of high interest poetry, music, art, and young adult literature. Throughout, students and teachers work collaboratively to affirm students' linguistic and cultural identities, explore multiple perspectives and diverse experiences, as well as nourish students' oral and written fluency.

Current Consideration:

Alison Dover, in collaboration with District staff, will design and tailor the 2021-22 SALA curriculum to fit the needs of the District's English Learner and/or multilingual scholars. Her services will also include professional learning for District staff, teachers, and support staff, classroom observations, collection and analysis of data, as well as presentation to the District with a written report of the program. Services will be provided September 15, 2021, through May 31, 2022.

Budget Implication:

The total cost for these services is not to exceed \$13,750. (Title III Fund)

Action:

The Board of Trustees approved the educational consulting agreement.

12.22 **Educational Consulting Agreement, Dr. Fernando Rodriguez-Valls**

Background Information:

The District currently serves over 600 English Learners and/or multilingual scholars who have been enrolled in United States schools less than three years. In order to accelerate their English language acquisition, the District will continue the Saturday Language Academy (SALA), an innovative, arts-based plurilingual enrichment program designed for newcomers, new to the United States, and emergent bilingual scholars entering grades 8-12. During this six-module program, students examine and deconstruct identity, culture, as well as language through an exploration of high interest poetry, music, art, and young adult literature. Throughout, students and teachers work collaboratively to affirm students' linguistic and cultural identities, explore multiple perspectives and diverse experiences, as well as nourish students' oral and written fluency.

Current Consideration:

Dr. Fernando Rodríguez-Valls, in collaboration with District staff, will design and tailor the 2021-22 SALA curriculum to fit the needs of the District's English Learner and/or multilingual scholars. Services will also include professional learning for District staff, teachers, and support staff, classroom observations, collection and analysis of data, as well as a presentation to the District with a written report of the program. Services will be provided September 15, 2021, through May 31, 2022.

Budget Implication:

The total cost for these services is not to exceed \$13,750. (Title III Funds)

Action:

The Board of Trustees approved the agreement.

12.23 **Instructional Materials Submitted for Adoption**

The Instructional Materials Review Committee recommended the selected books for English. The books have been made available for public view August 6, 2021, through September 6, 2021.

Action:

The Board of Trustees adopted the selected materials.

12.24 **Individual Service Contracts**

Action:

The Board of Trustees approved/ratified the individual service contracts as submitted. (Special Education Funds)

HUMAN RESOURCES

12.25 **Memorandum of Understanding (MOU), The Association of California School Administrators (ACSA) Foundation for Educational Administration (FEA)**

Background Information:

Obtaining a Clear Administrative Services credential is a requirement for all employees serving in an administrator position. To obtain the credential, individuals must enroll in a program authorized by the California Commission on Teacher Credentialing (CTC) and complete coursework and a minimum number of hours. Due to an increasing number of new administrators at the District in recent years, the District collaborated with the Association of California School Administrators (ACSA) to establish a cohort to complete a clear credential program. By serving as a host site, this ensures the program meets the District's high standards for leadership development.

The Network of ACSA Clear Administrative Credential Local Programs (CACLP-Net) was created and is administered through a partnership with ACSA, the Foundation for Educational Administration (FEA), and Local Education Agencies. This partnership includes ACSA-FEA Affiliated Local Programs to provide ACSA's approved Commission on Teacher Credentialing Clear Administrative Credential Program outcomes.

The MOU between ACSA-FEA and the District allows administrators to be trained as administrative coaches/mentors.

Current Consideration:

The purpose of this agreement is to provide the District the ability to train administrators as coaches/mentors and serve as the credentialing institution for administrators enrolled in the Clear Administrative Credential Program. Online and in-person training will be scheduled for specific dates during the 2021-22 year. Services are being provided July 1, 2021, through May 31, 2022.

Budget Implication:

The total cost is not to exceed \$2,685. (General Fund)

Action:

The Board of Trustees ratified the MOU.

12.26 This item was pulled prior to the adoption of the agenda.

12.27 **Certificated Personnel Report**

Action:

The Board of Trustees approved/ratified the report as submitted.

12.28 **Classified Personnel Report**

Action:

The Board of Trustees approved/ratified the report as submitted.

SUPERINTENDENT'S OFFICE

12.29 **Board of Trustees' Meeting Minutes**

August 12, 2021, Regular Meeting

Action:

The Board of Trustees approved the minutes as submitted.

13. **SUPERINTENDENT AND STAFF REPORT**

There was no report.

14. **BOARD OF TRUSTEES' REPORT**

Trustee Randle-Trejo reported she attended the ROP Board meeting, ROP nurses' graduation, Back-to-School nights for Brookhurst and Lexington junior high schools, CSBA Delegate meeting, Ethnic Studies Task Force meeting, and a BLM Task Force meeting.

Trustee O'Neal indicated he attended the Sister City Commission meeting, principals' meeting, as well as all the Back-to-School nights with the exception of Magnolia High School.

Trustee Jabbar said he attended all the Back-to-School nights, an Anaheim High School football game, and a meet and greet with State Superintendent of Public Instruction Tony Thurmond.

Trustee Smith stated she attended the Back-to-School night at Oxford Academy, Insurance Committee meeting, and the Student Discipline Task Force meeting.

Trustee Piercy reported she participated in an eKadence workshop, Opening of Schools Task Force meeting, Sister City Commission meeting, CSBA webinar regarding board meeting disruptions, and attended the Cypress School District's ribbon cutting ceremony, as well as the Buena Park State of the City.

15. **ADVANCE PLANNING**

15.1 **Future Meeting Dates**

The next meeting of the Board of Trustees will be held on Thursday, October 14, 2021, at 6:00 p.m.

Thursday, November 18

Tuesday, December 14

15.2 **Suggested Agenda Items**

16. **ADJOURNMENT**

On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees adjourned the meeting at 8:40 p.m.

Approved _____
Clerk, Board of Trustees

ANAHEIM UNION HIGH SCHOOL DISTRICT

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

BOARD OF TRUSTEES

Minutes

Thursday, November 18, 2021

UNADOPTED

1. CALL TO ORDER–ROLL CALL

Board President Piercy called the regular meeting of the Anaheim Union High School District Board of Trustees to order at 3:05 p.m.

Present: Anna L. Piercy, president; Katherine H. Smith, clerk; Al Jabbar, assistant clerk; Brian O’Neal, and Annemarie Randle-Trejo, members; Michael B. Matsuda, superintendent; Jaron Fried, Ed.D., Brad Jackson, and Nancy Nien, Ph.D., assistant superintendents; and Karl H. Widell, District counsel.

2. ADOPTION OF AGENDA

On the motion of Trustee Smith, duly seconded and unanimously carried, the Board of Trustees adopted the amended agenda. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O’Neal, Jabbar, Smith, and Piercy

3. STUDY SESSION

A study session regarding Trustee area adjustments was held.

4. PUBLIC COMMENTS, CLOSED SESSION ITEMS

There were no requests to speak.

5. CLOSED SESSION

The Board of Trustees entered closed session at 3:30 p.m.

6. RECONVENE MEETING, PLEDGE OF ALLEGIANCE, AND CLOSED SESSION REPORT OUT

6.1 Reconvene Meeting

The Board of Trustees reconvened into open session at 6:00 p.m.

6.2 Pledge of Allegiance and Moment of Silence

Student Representative to the Board of Trustees Abdullah Fattahi led the Pledge of Allegiance to the Flag of the United States of America and provided a moment of silence.

6.3 Closed Session Report

Board Clerk Smith reported the following actions taken during closed session.

- 6.3.1 No reportable action taken regarding public employee performance evaluation, superintendent.
- 6.3.2 No reportable action taken regarding anticipated litigation.
- 6.3.3 No reportable action taken regarding negotiations.
- 6.3.4 No reportable action taken regarding personnel.
- 6.3.5 No reportable action taken regarding personnel.
- 6.3.6 No reportable action taken regarding personnel.
- 6.3.7 The Board of Trustees unanimously approved the settlement agreement in OAH Case No. 2021080375, resolving all issues in Student's due process complaint by changing Student's placement and providing compensatory services and reimbursement.
- 6.3.8 The Board of Trustees took formal action, with a 5-0 vote, to approve the expulsions of student(s) 21-05; 21-06; and 21-07.

7. **RECOGNITIONS**

7.1 **Donation**

The Board of Trustees recognized the following business for the generous donation to the District.

Pinner Construction	\$10,000	Dale Junior High School ASB
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7.2 **Kindness Matters Awards**

Celebrating kindness is a valued quality and a priority of the Board of Trustees. It is acknowledged that even the smallest acts of kindness by a single person have the power to change the lives of our students and community. With this in mind, the Board of Trustees began this recognition in 2011 honoring students, parents, District employees, and community members for their acts of kindness. All individuals recognized were nominated by a student, staff member, or community member and selected by the Kindness Matters Committee.

The Board of Trustees honored the following individuals:

Sherrita Blackshear	Teacher	Walker Junior High School
Kyle Bonenberger	Pastor	City Church
Jose Alan Cruz Angeles	Youth Outreach Coordinator	Dayle McIntosh Center
Mark Fieldhouse	Teacher	Hope School
Andrea Glabb	Teacher	Loara High School
Larry Greer	Teacher	Loara High School
Eros Pineda	Student	Anaheim High School
Jeannette Real	Job Developer	Special Youth Services
Gail Steinbrick	Job Developer	Special Youth Services

7.3 **Perfect Attendance Awards**

The Anaheim Union High School District values and appreciates perfect attendance of employees. It has become the District's tradition to recognize and applaud, on an annual basis, staff members who have perfect attendance.

Consequently, a Red Apple Award was sent to each employee of the District with perfect attendance for the 2020-21 year. A Gold Apple Award was sent to each employee with three consecutive years of perfect attendance.

Congratulations to staff who have earned this coveted recognition as indicated on the exhibit.

8. **REPORTS**

8.1 **Student Representative's Report**

Student Representative to the Board Abdullah Fattahi reported on District events.

8.2 **Reports of Associations**

Grant Schuster, ASTA president, spoke about mental health resources at the school sites and asked that the District makes sure everyone knows the programs available in order to support students and staff. Additionally, he spoke of the bargaining progress.

Natalie Saldivar, APGA co-president, introduced Penny Hodges, Savanna High School counselor, to speak on the counseling programs.

Amanda Bean, ALTA president, reported on the Professional Development Day, as well as other Districtwide events. Additionally, she stated school sites are focusing on student's social and emotional needs.

8.3 **Parent Teacher Student Association (PTSA) Report**

There was no report.

9. **PRESENTATIONS**

9.1 **Educator Effectiveness Block Grant**

Background Information:

Assembly Bill (AB) 130 established the Educator Effectiveness Block Grant. The District may expend the funds received from the 2021-22 fiscal year to the 2025-26 fiscal year. The District shall coordinate the use of federal funds received under Title II to support teachers and administrators along with the Educator Effectiveness Block Grant funds. The District shall expend funds to provide professional learning for teachers, administrators, paraprofessionals who work with pupils, and classified staff that interact with pupils. On or before December 30, 2021, the District must develop and adopt a plan delineating the expenditure of these funds. The plan shall be presented in a public meeting of the governing board of the school district, before its adoption in a subsequent public meeting.

Current Consideration:

District staff presented the Educator Effectiveness Block Grant Plan to the Board of Trustees.

Budget Implication:

The District allocation for these funds is \$6,059,523.

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board officially received the information.

9.2 **Family and Community Engagement (FACE)**

Background Information:

The Districts' vision for Family and Community Engagement centers on the belief that parent, family, and community engagement is critical in the education of our children, contributing greatly to student achievement, as well as a positive school environment. Through this lens, we have intentionally created structures and systems to develop meaningful opportunities at all grade levels, for parents and families to be involved in District and school activities, advisory, decision-making, advocacy roles, and activities to support learning at home. Intentional efforts have been made to collaborate with community based organizations, as well as local governments and businesses, to increase the resources and services available to our students, our families, and the broader community.

Current Consideration:

The Family and Community Engagement presentation focused on the journey that our District's Family and Community Engagement has taken over the last few years, including what was accomplished through the COVID-19 pandemic. This presentation will help foster an understanding of our next priority, implementation of the Community School model across the District, as well as how this will enhance our support services and structures to our students, their families, and our community. An overview of an Anaheim Secondary Teachers Association (ASTA) Community Schools Grant that will benefit Anaheim and Magnolia high schools, as well as Dale and Sycamore junior high schools was shared.

Budget Implication:

There is no impact to the budget.

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board officially received the information.

10. **PUBLIC COMMENTS, OPEN SESSION ITEMS**

- 10.1 Jessica Guerrero, field representative for OC Supervisor Doug Chaffee, provided information on the Future Leaders Program and encouraged students to apply.
- 10.2 Samuel Gazmen, District parent, voiced his concerns regarding COVID-19 protocols for sports related to vaccinated versus unvaccinated students.
- 10.3 Linda Martinez, community member, spoke about bus stop safety, specifically Euclid and La Palma area.

- 10.4 Rosa Bond, community member, voiced her excitement for the community schools model.
- 10.5 Rosaisela Pescador, community member, stated that incoming parents do not get the same opportunities for parent involvement as parents who have already been part of the District.
- 10.6 Maritza Bermudez, District parent, expressed she would like to receive more information on programs and events in a timely manner.
- 10.7 Maria Villanueva, District parent, spoke of the importance of special education students to be back to in-person instruction, so that they can be successful.
- 10.8 Juana Reyes, District parent, thanked the staff for their work. She also expressed her concerns regarding student safety.
- 10.9 Alisha Zazueta, District student, spoke against keeping the colonist mascot.
- 10.10 Janet Rodriguez, District student, communicated she voted for the rebranding of the Anaheim High School mascot and would like to see that happen.
- 10.11 Alan Peralta, District student, voiced his opposition to the Anaheim High School colonist mascot.
- 10.12 Jennifer Santanero, District student, communicated her support for the removal of the Anaheim High School colonist mascot.
- 10.13 Vanessa Leal, District student, stated she voted to change the colonist mascot and would like her vote honored.
- 10.14 Lizette Barrios Gracian, District teacher, stated students should be treated better when voicing their opinions during Board meetings.
- 10.15 Marianne Almero, community member, stated she was disappointed to see the colonist as the Anaheim High School mascot.
- 10.16 Jonathan Daniel, District alumni, said the best decision would be to remove the colonist mascot.
- 10.17 Maria Reyes, community member, spoke of the parent support and the possibility for change.
- 10.18 Mazatl Tepehyolotzin, community member, read a statement and stated the colonist mascot was derogatory and should be removed.
- 10.19 Eros Pineda, community member voiced his opposition to the Anaheim High School mascot.
- 10.20 Victor Pantoja, community member, communicated his disapproval of the colonist mascot at Anaheim High School.

11. ITEMS OF BUSINESS

RESOLUTIONS

11.1 **Resolution No. 2021/22-B-09, Committed Fund Balance**

Background Information:

The Governmental Standards Accounting Board (GASB) has issued Statement No. 54, establishing a hierarchy clarifying constraints that govern how a government entity can use amounts reported as fund balance; and the committed fund balance reflects amount subject to internal constraints self-imposed by the board. The Board of Trustees approved Resolution No. 2021/22-B-08 on September 14, 2021, to establish a California Public Entity Pension Stabilization Trust.

Current Consideration:

The funds will be coming from the ending General Fund balance, as committed funds, for the purpose of establishing the California Public Entity Pension Stabilization Trust.

Budget Implication:

The Committed Fund will receive \$30,000,000 from the ending General Fund balance. (General Fund)

Action:

On the motion of Trustee O'Neal and duly seconded, the Board of Trustees adopted Resolution No. 2021/22-B-09. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

11.2 **Resolution No. 2021/22-E-09, Day of the Special Educator**

Background Information:

Day of the Special Educator is a day observed throughout the nation to recognize the anniversary of the signing of the nation's first federal special education law by Gerald R. Ford on December 2, 1975. National Special Education Day was first celebrated in 2005, and that year marked the 30th anniversary of the Individuals with Disabilities Education Act (IDEA).

Current Consideration:

The District will acknowledge Day of the Special Educator, December 2, 2021, and will encourage all staff to celebrate the students, families, and educators who ensure that students with disabilities have equal access to a free and appropriate public education.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Randle-Trejo and duly seconded, the Board of Trustees adopted Resolution No. 2021/22-E-09. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

BUSINESS SERVICES

11.3 *Selection of Firm(s) for Architectural and Engineering Services-Request for Proposals (RFP) #2022-04*

Background Information:

The District issued RFP #2022-04 for Architectural and Engineering Services, pursuant to Government Code Section 53060, seeking qualified firms to provide professional services for the District's upcoming capital improvement projects including, but not limited to, new construction, modernization, energy projects, and other related work associated with the Facilities and Maintenance departments. The District received thirty-nine proposals from qualified architectural and engineering firms (Firms).

Current Consideration:

After the review of the submitted qualifications and proposals, and interviews of shortlisted Firms, staff recommended to the Board of Trustees the selection of the Firms listed below based on the fact they achieved the highest best value score pursuant to the criteria set forth in the RFP. The District desires to enter into an agreement with the following Firms to conduct all work required for Architectural and Engineering Design Services. It is believed that these Firms will provide the best service and value to the District. This will create a pool of Firms from which the District will authorize work, on a project-by-project basis, over the next 5 years. The selected Firms are.

Architectural Services

- DLR Group
- Ghataode Bannon Architects
- HMC
- Johnson Favaro
- Little
- LPA, Inc.
- PBK-WLC
- Perkins-Eastman
- PJHM Architects, Inc.
- Rachlin Partners
- Ruhnau Clarke
- SGH Architects
- StudioWC
- Westgroup Designs

Engineering Services

- DMc Engineering Services
- Glumac
- IMEG
- KNA Structural Engineers
- NB Consulting Engineers
- NUVIS (Landscape Architects)
- Optimum Energy Design

Budget Implication:

The master agreement for the Firms will be based on their service fee schedules with a not to exceed amount of \$4,000,000 for each architectural Firm, and \$1,000,000 for each engineering Firm through November 2026. (Measure H Funds, Maintenance Funds, Facilities Funds, and/or other funds as appropriate)

Action:

On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees approved the selection of listed Firms pursuant to RFP #2022-04, and delegated authority to the assistant superintendent, Business to:

- (1) negotiate and enter into architectural/engineering master agreements;
- (2) take all steps and perform all actions necessary to execute, and implement the architectural/engineering master agreements with related components; and
- (3) to take any actions deemed necessary to best protect the interest of the District.

EDUCATIONAL SERVICES

11.4 Educational Consulting Agreement, Vicki Sundgren

Background Information:

The District Summer Arts Academy, established in 2019, provides extended learning opportunities in visual and performing arts. Students participate in learning experiences at their school sites that enrich their arts education. Additionally, the summer musical brings together student actors, dancers, instrumentalists, and singers from across the District to perform a full-length musical production.

Current Consideration:

Vicki Sundgren has established a regional reputation as a recognized authority in theatrical special effects make-up. She provided services supporting the summer musical. Services were provided June 28, 2021, through July 1, 2021.

Budget Implication:

The total costs for these services are not to exceed \$500. (Title IV Funds)

Action:

On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees ratified the educational consulting agreement.

11.5 School-Sponsored Student Organizations

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 submitted school-sponsored student organization applications:

- 11.5.1 Gaming Gladiators-E-Sports Club, Gilbert High School
- 11.5.2 CHOC Club, Magnolia High School
- 11.5.3 Link Crew, Magnolia High School
- 11.5.4 Anime Club, Savanna High School

- 11.5.5 UNICEF, Western High School
- 11.5.6 Brookhurst Book Club, Brookhurst Junior High School
- 11.5.7 Brookhurst Dance Club, Brookhurst Junior High School
- 11.5.8 Esports, Brookhurst Junior High School
- 11.5.9 Kindness Club, Brookhurst Junior High School
- 11.5.10 LGBTQ+ Safe Space Club, Orangeview Junior High School
- 11.5.11 Pop Rock Club, South Junior High School
- 11.5.12 Science/Mathematics Engineering Science Arts (MESA) Club, South Junior High School
- 11.5.13 Be Who You Are Club, Walker Junior High School
- 11.5.14 Creative Writing Club (7th Grade), Walker Junior High School
- 11.5.15 Creative Writing Club (8th Grade), Walker Junior High School
- 11.5.16 The Walker Trading Card Game (TCG) Club, 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 O'Neal, duly seconded and unanimously carried, the Board of Trustees approved the school-sponsored organization applications.

HUMAN RESOURCES

11.6 Memorandum of Understanding (MOU) with ASTA, Health and Welfare Program Changes for 2022

Background Information:

From years 2009-10 to 2020-21 costs for health and welfare benefits have grown from \$39.8 million per year to \$52.2 million per year, which is an increase to the District of \$12.4 million per year. Due to these high costs associated with benefits for employees, the District has maintained an Insurance Committee that meets throughout the year reviewing, monitoring, and analyzing the status of the health and welfare plan for our District employees. The committee is comprised of representatives from each of the five employee associations and/or union, plus representatives from management, and the Board of Trustees. The committee works closely with our consultants, Gallagher Benefit Services, to review data and trends, as well as explore cost saving measures for the following year. Specific changes to the Preferred Provider Organization (PPO) and Exclusive Provider Organization (EPO) plans are discussed, considered, and recommended, which would take effect at the beginning of the new plan year. Each of the collective bargaining groups negotiates specific plan changes with the District. The tentative agreement is then written as an MOU, signed by both parties, and brought to the Board of Trustees for approval.

Current Consideration:

The District has negotiated this MOU with the Anaheim Secondary Teachers Association (ASTA) on health and welfare changes for the PPO and EPO plans, as well as the prescription plan through Express Scripts, for the 2022 plan year, which will take effect January 1, 2022.

Budget Implication:

The projected increase for all employee groups is projected to be \$160,000, which for the 2022 plan year will be paid via the Health and Welfare Fund ending fund balance. (Health and Welfare Fund)

Action:

On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees approved the MOU with ASTA for the 2022 health and welfare program.

11.7 **Memorandum of Understanding (MOU) with APGA, Health and Welfare Program Changes for 2022**

Background Information:

From years 2009-10 to 2020-21 costs for health and welfare benefits have grown from \$39.8 million per year to \$52.2 million per year, which is an increase to the District of \$12.4 million per year. Due to these high costs associated with benefits for employees, the District has maintained an Insurance Committee that meets throughout the year reviewing, monitoring, and analyzing the status of the health and welfare plan for our District employees. The committee is comprised of representatives from each of the five employee associations and/or union, plus representatives from management, and the Board of Trustees. The committee works closely with our consultants, Gallagher Benefit Services, to review data and trends, as well as explore cost saving measures for the following year. Specific changes to the Preferred Provider Organization (PPO) and Exclusive Provider Organization (EPO) plans are discussed, considered, and recommended, which would take effect at the beginning of the new plan year. Each of the collective bargaining groups negotiates specific plan changes with the District. The tentative agreement is then written as an MOU, signed by both parties, and brought to the Board of Trustees for approval.

Current Consideration:

The District has negotiated this MOU with the Anaheim Personnel Guidance Associate (APGA) on health and welfare changes for the PPO and EPO plans, as well as the prescription plan through Express Scripts, for the 2022 plan year, which will take effect January 1, 2022.

Budget Implication:

The projected increase for all employee groups is projected to be \$160,000, which for the 2022 plan year will be paid via the Health and Welfare Fund ending fund balance. (Health and Welfare Fund)

Action:

On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees approved the MOU with APGA for the 2022 health and welfare program.

11.8 **Memorandum of Understanding (MOU) with CSEA, Health and Welfare Program Changes for 2022**

Background Information:

From years 2009-10 to 2020-21 costs for health and welfare benefits have grown from \$39.8 million per year to \$52.2 million per year, which is an increase to the District of \$12.4 million per year. Due to these high costs associated with benefits for employees, the District has maintained an Insurance Committee that meets throughout the year reviewing, monitoring, and analyzing the status of the health and welfare plan for our District employees. The committee is comprised of representatives from each of the five employee associations and/or union, plus representatives from management, and the Board of Trustees. The committee works closely with our consultants, Gallagher Benefit Services, to review data and trends, as well as explore cost saving measures for the following year. Specific changes to the Preferred Provider Organization (PPO) and Exclusive Provider Organization (EPO) plans are discussed, considered, and recommended, which would take

effect at the beginning of the new plan year. Each of the collective bargaining groups negotiates specific plan changes with the District. The tentative agreement is then written as an MOU, signed by both parties, and brought to the Board of Trustees for approval.

Current Consideration:

The District has negotiated this MOU with the California School Employees Association (CSEA) on health and welfare changes for the PPO and EPO plans, as well as the prescription plan through Express Scripts, for the 2022 plan year, which will take effect January 1, 2022.

Budget Implication:

The projected increase for all employee groups is projected to be \$160,000, which for the 2022 plan year will be paid via the Health and Welfare Fund ending fund balance. (Health and Welfare Fund)

Action:

On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees approved the MOU with CSEA for the 2022 health and welfare program.

11.9 **Memorandum of Understanding (MOU) with AFSCME, Health and Welfare Program Changes for 2022**

Background Information:

From years 2009-10 to 2020-21 costs for health and welfare benefits have grown from \$39.8 million per year to \$52.2 million per year, which is an increase to the District of \$12.4 million per year. Due to these high costs associated with benefits for employees, the District has maintained an Insurance Committee that meets throughout the year reviewing, monitoring, and analyzing the status of the health and welfare plan for our District employees. The committee is comprised of representatives from each of the five employee associations and/or union, plus representatives from management, and the Board of Trustees. The committee works closely with our consultants, Gallagher Benefit Services, to review data and trends, as well as explore cost saving measures for the following year. Specific changes to the Preferred Provider Organization (PPO) and Exclusive Provider Organization (EPO) plans are discussed, considered, and recommended, which would take effect at the beginning of the new plan year. Each of the collective bargaining groups negotiates specific plan changes with the District. The tentative agreement is then written as an MOU, signed by both parties, and brought to the Board of Trustees for approval.

Current Consideration:

The District has negotiated this MOU with the American Federation of State, County, and Municipal Employees (AFSCME) on health and welfare changes for the PPO and EPO plans, as well as the prescription plan through Express Scripts, for the 2022 plan year, which will take effect January 1, 2022.

Budget Implication:

The projected increase for all employee groups is projected to be \$160,000, which for the 2022 plan year will be paid via the Health and Welfare Fund ending fund balance. (Health and Welfare Fund)

Action:

On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees approved the MOU with AFSCME for the 2022 health and welfare program.

11.10 **Memorandum of Understanding (MOU) with MMA, Health and Welfare Program Changes for 2022**

Background Information:

From years 2009-10 to 2020-21 costs for health and welfare benefits have grown from \$39.8 million per year to \$52.2 million per year, which is an increase to the District of \$12.4 million per year. Due to these high costs associated with benefits for employees, the District has maintained an Insurance Committee that meets throughout the year reviewing, monitoring, and analyzing the status of the health and welfare plan for our District employees. The committee is comprised of representatives from each of the five employee associations and/or union, plus representatives from management, and the Board of Trustees. The committee works closely with our consultants, Gallagher Benefit Services, to review data and trends, as well as explore cost saving measures for the following year. Specific changes to the Preferred Provider Organization (PPO) and Exclusive Provider Organization (EPO) plans are discussed, considered, and recommended, which would take effect at the beginning of the new plan year. Each of the collective bargaining groups negotiates specific plan changes with the District. The tentative agreement is then written as an MOU, signed by both parties, and brought to the Board of Trustees for approval.

Current Consideration:

The District has negotiated this MOU with the Mid-Managers Association (MMA) on health and welfare changes for the PPO and EPO plans, as well as the prescription plan through Express Scripts, for the 2022 plan year, which will take effect January 1, 2022.

Budget Implication:

The projected increase for all employee groups is projected to be \$160,000, which for the 2022 plan year will be paid via the Health and Welfare Fund ending fund balance. (Health and Welfare Fund)

Action:

On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees approved the MOU with MMA for the 2022 health and welfare program.

11.11 **Amended 2021-22 Student/Teacher Calendar**

Background Information:

The Student/Teacher Calendar is an instructional calendar that is negotiated between the District and the Anaheim Secondary Teacher's Association (ASTA). The District and ASTA engaged in negotiations and reached a tentative agreement for Student/Teacher Calendar for the 2021-22 year.

Current Consideration:

On April 8, 2021, the Board of Trustees approved the amended 2021-22 Student/Teacher Calendar, which specifies all teacher start/end dates, student start/end dates, vacation periods, and holidays. Additionally, the calendar's dates for staff development days/non-student days, quarters, semesters, as well as deadlines for progress reports and grades. This amended calendar reflects the change of the Staff Development Day originally scheduled to occur on January 28, 2022, to the rescheduled date of November 12, 2021.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees adopted the amended 2021-22 Student/Teacher Calendar.

12. **CONSENT CALENDAR**

On the motion of Trustee Randle-Trejo duly seconded and unanimously carried, following discussion, the Board of Trustees approved all consent calendar items, with the exception of items 12.7, Exhibit GG and 12.8 pulled by Trustee O'Neal, as well as 12.11 pulled by Trustee Randle-Trejo. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

BUSINESS SERVICES

12.1 **Agreement Amendment, Arcina Risk Group**

Background Information:

Recent changes to laws that extend the statutory deadlines to file lawsuits for certain damages, has created instances where the lawsuit cannot be tendered to the current insurance carrier. Arcina Risk Group, an insurance archeology firm, was retained in December 2020, to identify and locate decades old insurance policies and carriers. Arcina Risk Group continues to identify and locate insurance policies on behalf of the District.

Current Consideration:

Arcina Risk Group will continue to review all existing District records to identify and contact outside sources for policy information. Deliverables include: organized hard and digital copies of any pertinent insurance documents located as a result of their research, a policy schedule, status/project reports, and any additional documents as necessary.

Budget Implication:

Arcina Risk Group bills on a time and expense basis with rates ranging from \$95 to \$315 per hour. Rates are typically blended to less than \$200 per hour. The estimated cost for the amendment of this project is at a cost not to exceed \$10,000. (General Fund)

Action:

The Board of Trustees approved the agreement amendment with Arcina Risk Group.

12.2 **Ratification of Change Order**

The Board of Trustees was requested to ratify the change order as listed.

Bid #2022-02, Orangeview Junior High School	P.O. #R64A0093
Reroofing of Covered Walkways	
4 Seasons Roofing, Inc.	
Original Contract	\$244,400
Change Order #1	\$0
New Contract Value	\$244,400

Action:

The Board of Trustees ratified the change order as listed.

12.3 **Notice of Completion**

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

Bid #2022-02, Orangeview Junior High School	P.O. #R64A0093
Reroofing of Covered Walkways	
4 Seasons Roofing, Inc.	
Original Contract	\$244,400
Contract Changes	\$0
Total Amount Paid	\$244,400

Action:

The Board of Trustees authorized the assistant superintendent, Business to accept Bid No. 2022-02 as complete, and authorized the filing of the notice of completion with the Office of the County Recorder.

12.4 **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, as well as authorized proper disposal in accordance with Education Code Section 17545 or 17546.

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

Action:

The Board of Trustees approved the list of District textbooks and instructional materials as unusable, obsolete, and/or out-of-date, damaged, and ready for sale or destruction as surplus, as well as authorized staff to dispose of the textbooks and instructional materials in accordance with Education Code Section 60510 et al.

12.6 **Donations**

Action:

The Board of Trustees accepted the donations as submitted.

On the motion of Trustee Randle-Trejo and duly seconded, the Board of Trustees ratified items 12.7, Exhibit GG, and 12.8, with the following roll call vote.

Ayes: Trustees Randle-Trejo, Jabbar, Smith, and Piercy

Abstain: Trustee O'Neal

12.7 **Purchase Order Detail Report and Change Orders**

Action:

The Board of Trustees ratified the reports October 5, 2021, through November 5, 2021.

12.8 **Check Register/Warrants Report**

Action:

The Board of Trustees ratified the report October 5, 2021, through November 5, 2021.

12.9 SUPPLEMENTAL INFORMATION

- 12.9.1 ASB Fund, September 2021
- 12.9.2 Cafeteria Fund, August 2021
- 12.9.3 Enrollment, Month 3

EDUCATIONAL SERVICES

12.10 **2021-22 School Plan for Student Achievement**

Background Information:

California Education Code, Section 64001, specifies that schools and districts that receive state and federal funding prepare a School Plan for Student Achievement for any recipient school. The purpose of the School Plan for Student Achievement is to coordinate all educational services at the school, and it serves as a blueprint to improve the academic performance of all students.

Current Consideration:

Each action plan, recently distributed to the Board of Trustees, and available to the public, includes information pertaining to school site curriculum, instruction, professional development, parent activities, and budgeted expenditures.

Budget Implication:

There is no impact to the budget.

Action:

The Board of Trustees approved the school plans for student achievement.

12.11 **Memorandum of Understanding (MOU), Orange County Human Relations**

Background Information:

The Orange County Human Relations Council (OCHRC) and the District have a long-standing relationship that dates back to 1998 when OCHRC partnered with the District in a program called Bridges. OCHRC has committed to working with District school site teams comprised of a teacher advisor, administrative support, and students for the purposes of establishing a comprehensive school inter-group relations program. OCHRC agrees to provide services, which have included but are not limited to: Bridges and Restorative Schools Program, creating connected campuses, and quarterly program development days training for selected schools in the District. Services also include leadership orientation, task formation and follow up during the year, all-day student retreats, all-day trainings/strategy sessions for faculty, planning and implementation of strategies for parent outreach and involvement, assist in planning of schoolwide projects, mediation services for both students and adults, anger management, as well as anti-bullying and diversity training. OCHRC has also volunteered in times of crisis to make themselves available for social and emotional support.

Current Consideration:

OCHRC has pledged to continue to staff two full-time Restorative Justice Specialist to be shared at Lexington and Walker junior high schools, and continue their work in the Bridges program with Savanna High School. OCHRC will pay teachers at the participating Bridges program schools a \$1,000 stipend or two \$500 stipends to the teacher advisor(s) at each

participating school site. Services are being provided November 1, 2021, through May 31, 2022.

Budget Implication:

The total costs for these services is not to exceed \$150,000. (General and LCFF Funds)

Action:

On the motion of Trustee Randle-Trejo, and duly seconded, following discussion, the Board of Trustees ratified the MOU. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, and Piercy

Absent: Trustee Smith

12.12 **Collaboration Agreement, Whitaker Peace & Development Initiative (WPDI)**

Background Information:

Whitaker Peace & Development Initiative (WPDI) is a nonprofit organization founded by Forest Whitaker to support his humanitarian work aimed at helping societies transform into safer and more productive communities. WPDI firmly believes in the power of education to stop and peacefully resolve school-based violence, and to create the conditions necessary to enhance social, as well as emotional learning of students. WPDI gives junior high school students and educators the skills they need to be able to identify conflict in their lives and respond in a positive way.

Current Consideration:

WPDI will establish a peer mediation program and trauma-informed healing sessions at Cambridge Virtual Academy for all site-level staff, as well as students. WPDI will provide the educational materials needed to conduct these sessions. Services will be provided November 19, 2021, through June 30, 2024.

Budget Implication:

There is no impact to the budget.

Action:

The Board of Trustees approved the collaboration agreement.

12.13 **Agreement, Marin County Office of Education, Community Engagement Initiative (CEI)**

Background Information:

The California Collaborative for Educational Excellence (CCEE) is a statewide agency designed to help deliver on California's promise of a quality, equitable education for every student. CCEE does this by working collaboratively with other state agencies, partner agencies, county offices of education (COEs), and stakeholders. CCEE plays a critical role in strengthening and growing California's system of support, a component of the state's accountability system whose guiding principles include local control and continuous improvement. The District was selected as an inaugural member of the Community Engagement Initiative (CEI), along with five other school districts.

Marin County office of education is the administrative agent for CCEE.

Current Consideration:

The District will enter into agreement with Marin County Office of Education and CCEE to provide facilitation services for CEI. This agreement will be in effect July 1, 2021, through June 30, 2022.

Budget Implication:

The District will be compensated up to \$60,000.

Action:

The Board of Trustees ratified the agreement.

12.14 **Agreement, Marin County Office of Education, Community Engagement Initiative Peer Leading and Learning Network**

Background Information:

The California Collaborative for Educational Excellence (CCEE) is a statewide agency designed to help deliver on California's promise of a quality, equitable education for every student. CCEE does this by working collaboratively with other state agencies, partner agencies, county offices of education (COEs), and stakeholders. CCEE plays a critical role in strengthening and growing California's system of support, a component of the state's accountability system whose guiding principles include local control and continuous improvement. The District was selected as an inaugural member of the Community Engagement Initiative (CEI), along with five other school districts.

Marin County office of education is the administrative agent for CCEE.

Current Consideration:

The District will enter into agreement with Marin County Office of Education and CCEE in order to recoup costs of participating in CEI. This agreement will be in effect September 1, 2021, through June 30, 2022.

Budget Implication:

The District will be compensated up to \$30,000.

Action:

The Board of Trustees ratified the agreement.

12.15 **Amendment Agreement, North Orange County Community College District (NOCCCD) College and Career Access Pathways (CCAP), Dual Enrollment Partnership, Cypress College and Fullerton College**

Background Information:

NOCCCD has offered concurrent enrollment in selected courses to high school students for over a decade. NOCCCD and the District have entered into a College and Career Access Pathways partnership agreement for the purpose of offering or expanding dual enrollment opportunities, consistent with the provisions of Assembly Bill 288, for high school students. The goal is to develop seamless pathways from high school to community college.

Current Consideration:

An agreement with NOCCCD, through Cypress College and Fullerton College, was approved on June 17, 2021, to offer dual enrollment courses at the following school sites: Anaheim, Cypress, Gilbert, Katella, Kennedy, Loara, Magnolia, Polaris, Savanna, and Western high

schools, as well as Oxford Academy and Cambridge Virtual Academy. An amendment is necessary to include additional courses. All other terms of the agreement remain intact.

Budget Implication:

There is no impact to the budget.

Action:

The Board of Trustees approved the amendment.

12.16 **Amendment, Independent Contractor Agreement, Jeanette Morgan, PsyD. dba JLM Psychological Services**

Background Information:

On July 15, 2021, the Board of Trustees approved the independent contractor agreement with Anxiety and Depression Center, Jeanette Morgan, PsyD., an organization which provides threat assessment evaluations of students and their families at the request of the District to help determine next steps, supports, and services. Dr. Jeanette Morgan left the Anxiety and Depression Center and opened her own center, JLM Psychological Services. An amendment is requested to change the name of her business to JLM Psychological Services with the language of the original contract. We are requesting services under the new name and address, since The Anxiety and Depression Center, can no longer provide the threat assessments.

Current Consideration:

The previously approved agenda item stated that the Anxiety and Depression Center would be the provider as of July 1, 2021. A name change was requested to JLM Psychological Services. All other terms and conditions remain intact.

Budget Implication:

The total costs for these services are not to exceed \$50,000. (LCFF Funds)

Action:

The Board of Trustees approved the amendment to the agenda item.

12.17 **Sales and Services Agreement, UCI Science Project**

Background Information:

UCI Science Project, out of the University of California, Irvine's School of Education, is grounded in research-based educational practices and understands the paradigm shifts needed for the Next Generation Science Standards. Their goal is to support educators to be transformative leaders who build capacity in their schools through empowering learning experiences. The District initiated the partnership with UCI Science Project in October 2020, supporting science teachers in the NGSS Certification Program-tier 1 with an emphasis upon equity in NGSS. Additionally, UCI Science Project supported the facilitation of the science course lead teams across the District, presented to administrators around the work with the science teams, and provided professional learning specific to the alternative education science teams.

Current Consideration:

The District would like to continue to partner with UCI Science Project to support implementation of NGSS, offer professional development catered to District and site needs, as well as support our science educators in the classroom through lesson studies and sustained partnerships. The partnership will continue to support all science teachers, but will

be emphasizing support for the site administrators in the NGSS implementation. UCI Science Project will facilitate an observation protocol in site learning walks to support administrators in what to look for in the science classroom, calibrate observations, and feedback. Services are being provided October 1, 2021, through October 1, 2022.

Budget Implication:

The total amount of the expenditures is not to exceed \$45,237.50. (LCFF Funds)

Action:

The Board of Trustees ratified the agreement.

12.18 **Educational Consulting Agreement, Alison Dover, Ed.D.**

Background Information:

Dr. Alison G. Dover is an assistant professor in the Department of Secondary Education at California State University, Fullerton. A former urban secondary English Language Arts teacher, Dr. Dover's scholarship examines approaches to teaching for social justice within K-12 education and teacher preparatory contexts. In addition to her recent co-authored book, *Preparing to Teach Social Studies for Social Justice* (Teachers College Press, 2016), Dr. Dover's work has been published in many edited volumes and academic journals, including *Teaching and Teacher Education*, *English Journal*, the *Journal of Adolescent & Adult Literacy*, *Equity & Excellence in Education*, and *Multicultural Perspectives*.

Current Consideration:

Dr. Dover facilitated a workshop for the District's Educational Summit on October 11, 2021. Dr. Dover shared how she uses a "justice-oriented curriculum" to engage students in academically-rigorous investigations of contextually-relevant questions. Participants explored an array of approaches to teaching for social justice and worked collaboratively to design locally-relevant curriculum to engage students in academically rigorous and standards-aligned investigations of issues of social justice. Services were provided on October 11, 2021.

Budget Implication:

The total costs for these services is not to exceed \$500. (Expanded Learning Opportunity Grant Funds)

Action:

The Board of Trustees ratified the educational consulting agreement.

12.19 **Educational Consulting Agreement, Devyn Favela**

Background Information:

Devin Favela is a graduate of CSUF's Center for Entrepreneurship and participated with a team of students from the center to complete a marketing analysis of the Biotechnology Pathway program at Anaheim High School. She is now a consultant working on marketing and process analysis, providing solutions to businesses and other organizations. As an independent consultant, she has developed high-quality marketing materials for the Biotechnology Pathway at Anaheim High School.

Current Consideration:

The District would like to enter into a consulting agreement with Devyn Favela to create marketing materials to promote Anaheim's Innovative Mentoring Experience (AIME) and the District's career education programs, including brochures, one-pagers, and customized

materials targeting specific industry sectors. These materials will help the District recruit additional business partners to support the AIME program and career education in the District. Services will be provided January 1, 2022, through December 31, 2022.

Budget Implication:

The total costs for these services is not to exceed \$2,100. (Strong Workforce Grant Funds)

Action:

The Board of Trustees approved the educational consulting agreement.

12.20 **Individual Service Contracts**

Action:

The Board of Trustees approved/ratified the individual service contracts as submitted. (Special Education Funds)

12.21 **Instructional Materials Submitted for Adoption**

The Instructional Materials Review Committee has recommended the selected books for English courses. The books have been made available for public view October 15, 2021, through November 17, 2021.

Action:

The Board of Trustees adopted the selected materials.

12.22 **Field Trip Report**

Action:

The Board of Trustees approved/ratified the report as submitted.

HUMAN RESOURCES

12.23 **2020-21 Williams Settlement Legislation Review Report**

Background Information:

The Orange County Department of Education (OCDE) conducts a semi-annual review of decile 1-3 schools based on the 2012 Academic Performance Index and school sites participating in the Quality Education Investment Act (QEIA) program to ensure compliance with Williams Settlement Legislation requirements. This process is conducted in addition to the District's submission of Williams Uniform Complaints reports, which summarize all complaints relative to the sufficiency of textbooks and instructional materials, maintenance of facilities, accuracy of data reported on School Accountability Report Cards (SARC), and compliance with teacher assignments.

Current Consideration:

According to Education Code Section 1240(2)(H), the findings of the review by OCDE must be publicly shared with the Board of Trustees. The reports, as provided, indicate any deficiencies during 2020-21 year, which were reported to school administrators for remediation.

Budget Implication:

There is no impact to the budget.

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board officially received the report.

12.24 **Agreement, Concordia University**

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. The District has had a student-teaching agreement in place with Concordia University since 2003.

Current Consideration:

This agreement is a renewal of the current agreement already in place with Concordia University. The current agreement expires on December 31, 2021. University students will meet with school site master teachers to be involved in the students' preparation for student teaching. This agreement provides opportunities for student teachers to observe, participate, assist, and teach in the master teacher's classroom for one semester. Master teachers will model to the student teacher effective planning, instruction, and management strategies, as well as discuss these strategies with the student teacher. Additionally, professional attire, development, and conduct will be reviewed. This agreement will be in effect January 1, 2022, through December 31, 2025.

Budget Implication:

There is no impact to the budget.

Action:

The Board of Trustees approved the agreement.

12.25 **Agreement, California State University, Los Angeles**

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.

Current Consideration:

University students will meet with school master teachers and/or clinical supervisors. This agreement provides opportunities for the student to observe, participate, and assist in District programs. 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 Board of Trustees. This agreement will be in effect November 19, 2021, through November 19, 2024.

Budget Implication:

There is no impact to the budget.

Action:

The Board of Trustees approved the agreement.

12.26 **Certificated Personnel Report**

Action:

The Board of Trustees approved/ratified the report as submitted.

12.27 **Classified Personnel Report**

Action:

The Board of Trustees approved/ratified the report as submitted.

13. **SUPERINTENDENT AND STAFF REPORT**

Dr. Fried acknowledged and thanked the Anaheim Elementary School District interpreters.

14. **BOARD OF TRUSTEES' REPORT**

Trustee Randle-Trejo acknowledged the students that came out to speak.

Trustee O'Neal did not have a report.

Trustee Jabbar wished everyone a Happy Thanksgiving.

Trustee Smith said she attended the AI summit. Additionally, she wished everyone a Happy Thanksgiving.

Trustee Piercy did not have a report.

15. **ADVANCE PLANNING**

15.1 **Future Meeting Dates**

The annual organization meeting of the Board of Trustees is set to be held on Tuesday, December 14, 2021, at 6:00 p.m.

15.2 **Suggested Agenda Items**

16. **ADJOURNMENT**

On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees adjourned the meeting at 10:03 p.m.

Approved _____
Clerk, Board of Trustees