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: February 10, 2023

To: Brian O'Neal, P.O. Box 3520, Anaheim, CA 92803-3520
Annemarie Randle-Trejo, P.O. Box 3520, Anaheim, CA 92803-3520
Katherine H. Smith, P.O. Box 3520, Anaheim, CA 92803-3520
Anna L. Piercy, P.O. Box 3520, Anaheim, CA 92803-3520
Jessica Guerrero, 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 16th day of February 2023

Individuals requesting interpretation should contact the executive assistant to the superintendent at morales_p@auhsd.us by 5:00 p.m. on Tuesday, February 14, 2023, to allow reasonable arrangement to ensure interpretation services.

Closed Session-3:15 p.m.
Regular Meeting-6:00 p.m.

Michael B. Matsuda
Superintendent

ANAHEIM UNION HIGH SCHOOL DISTRICT

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

BOARD OF TRUSTEES
Agenda
Thursday, February 16, 2023
Closed Session–3:15 p.m.
Regular Meeting–6:00 p.m.

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, February 14, 2023, 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, February 14, 2023, to allow for reasonable arrangements to ensure accessibility to the meeting.

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.

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 54956.9(d)(2): Conference with legal counsel, anticipated litigation, potential cases.

   4.3 To consider matters pursuant to Government Code Section 54956.9(d)(1): Conference with legal counsel, existing litigation (OAH Case No. 2022100321).

4.4 To consider matters pursuant to Government Code Section 54956.9(d)(1): Conference with legal counsel, existing litigation (OAH Case No. 2022100342).

4.5 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).

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

4.7 To consider matters pursuant to Government Code Section 54957: Public employee discipline/dismissal/release, HR-2022-23-11. **[CONFIDENTIAL]**

4.8 To consider matters pursuant to Education Code Section 48918: Expulsion of student 22-16. **[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 Omkar Katre 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. REPORTS *INFORMATION ITEMS*

6.1 ***Student Representative's Report***

Omkar Katre, student representative to the Board of Trustees, will report on student activities throughout the District.

6.2 ***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.

6.3 ***Reports of Associations***

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

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

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

7. **RECOGNITION** ***INFORMATION ITEM***

Orange County United Way

The Board of Trustees will recognize Orange County United Way (OCUW) for their funding, which has supported numerous District programs, such as the Anaheim Collaborative, which assists in developing a systemic approach to providing all students with college and career readiness opportunities. OCUW has also donated funding to support the District's paid summer student internship opportunity through the Anaheim Innovative Mentoring Experience (AIME) program, as well as the Independent Learning Centers.

8. **PRESENTATIONS** ***INFORMATION ITEMS***

8.1 ***Orange County United Way***

Background Information:
Since 1924, Orange County United Way has been at the forefront of health and human care services in Orange County. Orange County United Way collaborates with nonprofit agencies, corporate partners, and generous donors, to meet the greatest needs of the community. Orange County United Way has provided funding to the Anaheim Union High School District, which has supported numerous District programs, such as the Anaheim Collaborative, the Anaheim Innovative Mentoring Experience (AIME) program, as well as the Independent Learning Centers.

Current Consideration:
Orange County United Way staff will present 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 information.

8.2 ***Therapy Dogs in Educational Settings***

Background Information:
Therapy dogs in educational settings have gained traction in recent times. Increasingly, dogs have provided therapeutic support in early education settings, primary, and secondary schools, as well as university settings to support students' well-being, promote a sense of belonging in school, reduce stress and anxiety, and even facilitate learning.

Current Consideration:
Toni Stroud, with OC Animal Allies and Pet Partners, will share with the Board of Trustees a presentation on how therapy dogs can be used in educational settings.

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.

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**

EDUCATIONAL SERVICES

10.1 ***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:

10.1.1 Drone Pathway, Loara High School **[EXHIBIT A]**
10.1.2 TECHX, Walker Junior High School **[EXHIBIT B]**

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.

RESOLUTIONS

10.2 ***Resolution No. 2022/23-F-05, Adopt Resolution Determining that the Anaheim High School Track and Field Project is Exempt from the California Environmental Quality Act, Deciding to Carry Out the Project, and Directing the Filing of a Notice of Exemption*** ***ACTION ITEM***
(Roll Call Vote)

Background Information:
The Anaheim Union High School District ("District") developed the Anaheim High School Field Project ("Proposed Project"), which consists of the replacement of an existing school athletic field with artificial turf, synthetic all-weather track, and goalposts; construction of an observational press box; installation of new tiered bleachers with solar/shade canopies, new field lighting, wall-mounted scoreboard, flagpole, irrigation system, storm and rainwater retention system; as well as improvements to path-of-travel, concrete paving, fencing, and landscaping.

The Proposed Project is located at Anaheim High School at 811 W. Lincoln Avenue, Anaheim, CA 92805 ("Site").

Current Consideration:
Before the District may consider approving the Proposed Project, it must complete environmental review under the California Environmental Quality Act ("CEQA"), which exempts certain projects from completing a negative declaration or environmental impact report. District staff has determined that the Proposed Project meets the definitions of the Class 1, Class 2, Class 11, and Class 14 Categorical Exemptions, set forth in CEQA Guidelines Sections 15301, 15302, 15311, and 15314.

The Class 1 Categorical Exemption exempts a project that consists of minor alterations to existing public facilities, involving negligible or no expansion of use. Here, the replacement of the existing athletic field with artificial turf and goalposts, and the minor additions of new field lights, a synthetic all-weather track surrounding the athletic field, bleachers with solar/shades, a wall-mounted scoreboard, irrigation system, storm drain improvements, as well as associated site work are minor repairs and alterations of an existing public school campus involving no expansion of use.

The Class 2 Categorical Exemption exempts a project that consists of the replacement or reconstruction of existing structures and facilities where the new structure or facility will be located on the same site as the one replaced, and will have substantially the same purpose and capacity as the one replaced. Here, the Proposed Project will replace the existing athletic field, which will have the same purpose and capacity.

The Class 11 Categorical Exemption exempts a project that consists of construction or placement of minor structures accessory to (appurtenant to) existing commercial, industrial, or institutional facilities. Here, the replacement and upgrade of the athletic field, as well as minor additions of field lights, shaded bleachers, scoreboard, press box, irrigation system, and associated site work are minor structures accessory to an existing school campus and located within the existing school campus.

The Class 14 Categorical Exemption exempts a project that consists of minor additions to existing schools that do not increase student capacity by more than 25 percent or 10 classrooms, whichever is less. Here, the replacement and upgrade of the athletic field, the addition of the running track around the athletic field, as well as minor accessory additions and improvements to an existing school do not increase the school's student capacity.

Once a project is determined to be exempt, it is no longer subject to either the procedural or substantive requirements of CEQA. Thus, CEQA review would be complete should the Board of Trustees determine that the Proposed Project is exempt and to carry out the Proposed Project. In this instance, CEQA Guidelines Section 15300.2 provides six exceptions that would disqualify a project from being categorically exempt. These are: (1) for the Class 11 Categorical Exemption, a project located within a particularly sensitive environmental

location; (2) where the cumulative impact of successive projects of the same type, in the same place would be significant over time; (3) a significant environmental impact would occur due to unusual circumstances; (4) a project that would cause damage to scenic elements with a designated state scenic highway; (5) a project that is on a site designated as a Hazardous Waste Site; or (6) a project that causes a substantial adverse change to a historical resource. None of the exceptions would apply, as follows.

1. The Proposed Project is not within a sensitive environmental location; it is within an already established school campus surrounded by urban uses.
2. The Proposed Project is the only project of the same type at the same place. No other similar, successive projects are proposed near the Site.
3. There are no known unusual circumstances that would be caused by the renovation and operation of an athletic field on an existing school campus.
4. The Proposed Project is not within or near a designated state scenic highway. (https://www.arcgis.com/apps/webappviewer/index.html?id=465dfd3d807c46cc8e8057116f1aacaa)
5. The Site is not on a site designated as a Hazardous Waste Site.
6. As there are no designated historical resources on the Campus, the Proposed Project would not cause a substantial adverse change to a historical resource.

Accordingly, there is no exception that would disqualify the Proposed Project from the Class 1, Class 2, Class 11, and Class 14 Categorical Exemptions.

Should the Board of Trustees adopt the resolution, the Proposed Project will be determined to be exempt from CEQA, the Proposed Project will be approved to be carried out, and District staff will file a Notice of Exemption with the Orange County Clerk-Recorder.

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
It is recommended that the Board of Trustees adopt Resolution No. 2022/23-F-05, determining the Project to be exempt from CEQA, approving the Proposed Project to be carried out, and directing that the Notice of Exemption be filed with the Orange County Clerk-Recorder, by a roll call vote. **[EXHIBIT C]**

10.3 ***Resolution No. 2022/23-F-06, Adopt Resolution Determining that the Western High School Practice Field Project is Exempt from the California Environmental Quality Act, Deciding to Carry Out the Project, and Directing the Filing of a Notice of Exemption*** ***ACTION ITEM***
(Roll Call Vote)

Background Information:
The Anaheim Union High School District ("District") developed the Western High School Practice Field Project ("Proposed Project"), which consists of the renovation of an existing, fenced-in athletic field with artificial turf, four field lights and a scoreboard, construction of an observational press box, addition of a metal shade structures with lighting, cameras, WiFi, installation of tiered bleachers under the metal shade structures, construction of a modular concession building with restroom facilities, installation of an entry canopy, marquee, and fencing, landscaping and access improvements, addition of high netting, a flagpole, as well as a storm and rainwater retention system.

The Proposed Project is located at Western High School at 501 S. Western Avenue, Anaheim, CA 92804 ("Site").

Current Consideration:
Before the District may consider approving the Proposed Project, it must complete environmental review under the California Environmental Quality Act ("CEQA"), which exempts certain projects from completing a negative declaration or environmental impact report. District staff have determined that the Proposed Project meets the definitions of the Class 1, Class 2, Class 11, and Class 14 Categorical Exemptions, set forth in CEQA Guidelines Sections 15301, 15302, 15311, and Class 15314.

The Class 1 Categorical Exemption exempts a project that consists of minor alterations to existing public facilities, involving negligible or no expansion of use. Here, the replacement of the athletic field and minor additions of tiered bleachers, press box, metal shade structures, concessions, restrooms, entry, as well as associated site work are minor repairs and alterations of an existing public school campus involving no expansion of use.

The Class 2 Categorical Exemption exempts a project that consists of the replacement or reconstruction of existing structures and facilities where the new structure or facility will be located on the same site as the one replaced, and will have substantially the same purpose and capacity as the one replaced. Here, the Proposed Project will replace the existing athletic field, which will have the same purpose and capacity; thereby, having negligible to no expansion of use.

The Class 11 Categorical Exemption exempts a project that consists of construction or placement of minor structures accessory to (appurtenant to) existing commercial, industrial, or institutional facilities. Here, the replacement of the athletic field and minor additions of tiered bleachers, press box, metal shade structures, concessions, restrooms, entry, as well as associated site work are minor structures accessory to an existing school campus and located within the existing school campus.

The Class 14 Categorical Exemption exempts a project that consists of minor additions to existing schools that do not increase student capacity by more than 25 percent or 10 classrooms, whichever is less. Here, the replacement of the athletic field and addition of an observational press box, shade structure, tiered bleachers, and concession building are minor additions to an existing school that do not increase the school's student capacity.

Once a project is determined to be exempt, it is no longer subject to either the procedural or substantive requirements of CEQA. Thus, CEQA review would be complete should the Board of Trustees determine that the Proposed Project is exempt and to carry out the Proposed Project. In this instance, CEQA Guidelines Section 15300.2 provides six exceptions that would disqualify a project from being categorically exempt. These are: (1) for the Class 11 Categorical Exemption, a project located within a particularly sensitive environmental location; (2) where the cumulative impact of successive projects of the same type, in the same place would be significant over time; (3) a significant environmental impact would occur due to unusual circumstances; (4) a project that would cause damage to scenic elements with a designated state scenic highway; (5) a project that is on a site designated as a Hazardous Waste Site; or (6) a project that causes a substantial adverse change to a historical resource. None of the exceptions would apply, as follows.

1. The Proposed Project is not within a sensitive environmental location; it is within an already established school campus surrounded by urban uses.

2. The Proposed Project is the only project of the same type at the same place. No other similar, successive projects are proposed at or near the Site.
3. There are no known unusual circumstances that would be caused by the construction, renovation, and operation of an athletic field on an existing school campus.
4. The Proposed Project is not within or near a designated state scenic highway. (https://www.arcgis.com/apps/webappviewer/index.html?id=465dfd3d807c46cc8e8057116f1aacaa)
5. The Site is not on a site designated as a Hazardous Waste Site.
6. As there are no designated historical resources on the Campus, the Proposed Project would not cause a substantial adverse change to a historical resource.

Accordingly, there is no exception that would disqualify the Proposed Project from the Class 1, Class 2, Class 11, and Class 14 Categorical Exemptions.

Should the Board of Trustees adopt the resolution, the Proposed Project will be determined to be exempt from CEQA, the Proposed Project will be approved to be carried out, and District staff will file a Notice of Exemption with the Orange County Clerk-Recorder.

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
It is recommended that the Board of Trustees adopt Resolution No. 2022/23-F-06, determining the Project to be exempt from CEQA, approving the project to be carried out, and directing that the Notice of Exemption be filed with the Orange County Clerk-Recorder, by a roll call vote. **[EXHIBIT D]**

10.4 ***Resolution No. 2022/23-F-07, Adoption of Notice of Exemption for the Magnolia High School HVAC and Ventilation Improvements Project (Roll Call Vote)*** ***ACTION ITEM***

Background Information:
On June 16, 2022, the Board of Trustees adopted the updated District's Facilities Master Plan (FMP), which provides a roadmap for the future improvement and development of the District's facilities over the next ten years. Capital improvement projects at Magnolia High School are identified in the approved FMP.

The scope of work for the Project includes: (1) Replacement of existing HVAC equipment in kind; (2) Replacement of gas-powered equipment with electric to meet future electrification requirements; and (3) Ventilation improvements.

Current Consideration:
The District is required, pursuant to the California Environmental Quality Act (CEQA), Public Resources Code Sections 21000 et seq., to evaluate each potential public works project to determine whether that project might have a significant effect on the environment. CEQA and the Guidelines promulgated thereunder (California Code of Regulations, Title 14, Division 6, Chapter 3, Article 19) provide for categorical exemptions from the provisions of CEQA. Where an approved project is determined to be exempt from CEQA, the District may file a notice of exemption (NOE) with the Orange County Clerk-Recorder, who must then post the NOE for a period of thirty days.

The District has evaluated the Project and has determined that the Project is categorically exempt from CEQA.

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
It is recommended that the Board of Trustees adopt Resolution No. 2022/23-F-07, approving the NOE for the Project and direct that the NOE be filed with the Orange County Clerk-Recorder, by roll call vote. **[EXHIBIT E]**

10.5 ***Resolution No. 2022/23-E-11, Career and Technical Education Month*** ***ACTION ITEM***
(Roll Call Vote)

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

Current Consideration:
The Board of Trustees is requested to adopt Resolution No. 2022/23-E-11 for Career and Technical Education Month. The adoption of this resolution provides an opportunity to inform parents, guardians, and communities of the efforts that the District is making to promote career and technical education.

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
It is recommended that the Board of Trustees adopt Resolution No. 2022/23-E-11, by a roll call vote. **[EXHIBIT F]**

10.6 ***Resolution No. 2022/23-E-12, National Parent/Teacher Association Founders Day*** ***ACTION ITEM***
(Roll Call Vote)

Background Information:
National Parent/Teacher Association Founders Day honors the dedication of the Parent/Teacher Association (PTA), which was established more than a century ago.

Current Consideration:
The Board of Trustees is requested to adopt Resolution No. 2022/23-E-12 for National Parent/Teacher Association Founders Day. The adoption of this resolution provides an opportunity to inform parents, guardians, and communities of the efforts that the District is making to support parent involvement and working on behalf of all children and families.

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
It is recommended that the Board of Trustees adopt Resolution No. 2022/23-E-12, by a roll call vote. **[EXHIBIT G]**

10.7 ***Resolution No. 2022/23-E-13, Black History Month*** ***ACTION ITEM***
(Roll Call Vote)

Background Information:
Black History Month in February celebrates the contributions that African Americans have made to American history in their struggles for freedom and equality, as well as deepens our understanding of our nation's history.

Current Consideration:
The Board of Trustees is requested to adopt Resolution No. 2022/23-E-13 for Black History 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 African Americans to our economic, cultural, spiritual, and political development.

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
It is recommended that the Board of Trustees adopt Resolution No. 2022/23-E-13, by a roll call vote. **[EXHIBIT H]**

10.8 ***Resolution No. 2022/23-E-14, Read Across America 2023*** ***ACTION ITEM***
(Roll Call Vote)

Background Information:
In 1997, an organization known as the National Education Association (NEA) advocated for a special day to celebrate reading throughout the United States. The first Read Across America Day was held on March 2, 1998. This nationwide observance coincides with the birthday of Dr. Seuss, who is known for writing children's books. The United States, particularly students, parents, and teachers, join forces on Read Across America Day, annually held on March 2.

Current Consideration:
The Board of Trustees is requested to adopt Resolution No. 2022/23-E-14 for Read Across America 2023. The adoption of this resolution provides an opportunity to inform parents, guardians, and communities of the efforts that the District is making to support community involvement in the education of our youth.

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
It is recommended that the Board of Trustees adopt Resolution No. 2022/23-E-14, by a roll call vote. **[EXHIBIT I]**

10.9 ***Resolution No. 2022/23-E-15, Preserve Music in our Schools Month*** ***ACTION ITEM (Roll Call Vote)***

Background Information:
The month of March has been designated as Preserve Music in our School Month. For at least the past two decades, the U.S. House of Representatives has passed annual concurrent resolutions stating the importance of music education for all children in America's schools.

Current Consideration:
The Board of Trustees is requested to adopt Resolution No. 2022/23-E-15 for Preserve Music in our Schools Month. The adoption of the resolution recognizes that music education is an important component of a well-rounded academic curriculum. The skills gained through sequential music instruction, including discipline and the ability to analyze, solve problems, create, communicate, as well as work cooperatively, are vital for success in the 21st century workplace.

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
It is recommended that the Board of Trustees adopt Resolution No. 2022/23-E-15, by a roll call vote. **[EXHIBIT J]**

10.10 ***Resolution No. 2022/23-E-16, Arts Education Month*** ***ACTION ITEM (Roll Call Vote)***

Background Information:
Arts education in California is mandated for pupils in grades one through twelve, inclusive by Sections 51210 and 51220 of the Education Code to provide that the adopted course of study shall include instruction in visual and performing arts, including instruction in the subjects of dance, music, theatre, and visual arts. This is aimed at the development of aesthetic appreciation and the skills of creative expression. Governors and mayors throughout the United States issue proclamations declaring March as Arts Education Month.

Current Consideration:
The Board of Trustees is requested to adopt Resolution No. 2022/23-E-16 for Arts Education Month. The adoption of this resolution provides an opportunity to inform parents, guardians, and communities of the efforts that the District is making to support Arts Education Month for the month of March.

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
It is recommended that the Board of Trustees adopt Resolution No. 2022/23-E-16, by a roll call vote. **[EXHIBIT K]**

10.11 ***Resolution No. 2022/23-E-17, Women's History Month*** ***ACTION ITEM***
(Roll Call Vote)

Background Information:
Women's History Month had its origins as a national celebration, in 1981, when Congress passed Public Law 97-28, which authorized and requested the President to proclaim the week, beginning March 7, 1982, as Women's History Week. Throughout the next five years, Congress continued to pass joint resolutions designating a week in March as Women's History Week. In 1987, after being petitioned by the National Women's History Project, Congress passed Public Law 100-9, which designated the month of March, as Women's History Month. Since 1995, Presidents Clinton, Bush, and Obama have issued a series of annual proclamations designating the month of March as Women's History Month.

Current Consideration:
The Board of Trustees is requested to adopt Resolution No. 2022/23-E-17 for Women's History Month. The adoption of this resolution provides an opportunity to inform parents, guardians, and communities of the efforts that the District is making to support Women's History Month.

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
It is recommended that the Board of Trustees adopt Resolution No. 2022/23-E-17, by a roll call vote. **[EXHIBIT L]**

10.12 ***Resolution No. 2022/23-E-18, National Athletic Training Month*** ***ACTION ITEM***
(Roll Call Vote)

Background Information:
Since 1950, an organization known as the National Athletic Trainers' Association (NATA) has advocated for setting a standard for professionalism, education, certification, research, and practice settings nationwide. Since its inception, NATA has been a driving force behind the recognition of the athletic training profession. March has been designated as National Athletic Training Month.

Certified athletic trainers employed by the District are nationally certified and dedicated to providing professional health care for our student-athletes. The athletic healthcare services provided by certified athletic trainers include the education, prevention, recognition, evaluation, treatment, as well as rehabilitation of athletic injuries and illness. The District continues to be recognized as a leader in sports-related concussion management for high school athletes. Our athletic trainers work collaboratively with parents, school staff, and community medical providers to promote safe participation for over 23,000 student-athletes each year.

Current Consideration:
The Board of Trustees is requested to adopt Resolution No. 2022/23-E-18 recognizing March as National Athletic Training Month. The adoption of this resolution provides an opportunity to inform parents, guardians, and the community of the efforts that the District is making in the involvement of protecting our youth.

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
It is recommended that the Board of Trustees adopt Resolution No. 2022/23-E-18, by a roll call vote. **[EXHIBIT M]**

10.13 ***Resolution No. 2022/23-BOT-02, Supporting the District's Commitment to Environmental Justice, Climate Action, and Sustainability*** ***ACTION ITEM***
(Roll Call Vote)

Background Information:
The impacts of the global climate crisis are unprecedented in scale. Shifting weather patterns, extreme weather events, and rising sea levels result in issues such as food and water insecurity, expanding regions of drought and desertification, wildfires, catastrophic flooding, health implications, as well as massive relocation threatening all children throughout the District, California, and around the world.

Current Consideration:
The District believes that public schools should enhance and strengthen democracy through cultivation of student voice and agency by, for example, integrating social and environmental justice across all disciplines to equip students to be compassionate leaders, who support and advocate for their communities and who serve as stewards for our environment, now and into their future careers and civic life. Adoption of this resolution would support continued engagement with staff, students, families, and community members, as appropriate, to identify and promote learning opportunities within and beyond the traditional classroom setting to enhance and increase environmental, as well as climate literacy, justice, and action; purchase, develop, offer and provide associated professional learning opportunities; expand environmentally related AIME experiences; identify ways to increase regenerative and sustainable practices in District business operations; and further the District's relationship with the University of California and California State University as part of the Environmental and Climate Change Literacy Projects (ECCLPs) initiative.

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
It is recommended that the Board of Trustees adopt Resolution No. 2022/23-BOT-02, by a roll call vote. **[EXHIBIT N]**

BUSINESS SERVICES

10.14 ***Amendment No. 2 Lease-Leaseback Agreement, Erickson-Hall Construction Co., Magnolia High School New Construction and Modernization–RFP #2022-20*** ***ACTION ITEM***

Background Information:
Staff is using the Lease-Leaseback (LLB) delivery method to procure construction for the Magnolia High School New Construction and Modernization Project (Project). Education Code Section 17406 is the LLB provision, which allows districts to lease to a person, firm, or corporation real property that belongs to the school district for the purpose of constructing buildings and improvements thereon, for District use during the term of the lease, and

requires that title to the buildings and improvements vest in the District at the expiration of that term.

Current Consideration:
The District issued RFP #2022-20 inviting contractors to submit qualifications and proposals to perform the work associated with the Project. After a review of the submitted qualifications and proposals, as well as interviews of shortlisted firms, staff recommended to the Board of Trustees the selection of Erickson-Hall Construction Co. (Erickson-Hall) as the LLB contractor for the Project. On August 11, 2022, the Board of Trustees ratified the LLB agreement with Erickson-Hall.

Construction is currently underway for the work initially approved by the Board of Trustees, including the work authorized under Amendment No. 1. Additional scope of work has been developed, specifically for the replacement of HVAC equipment and ventilation improvements using ESSER Funds. Erickson-Hall bid the subcontractor packages to various companies for the additional scope of work, and has identified the subcontractors they plan to use on the Project. Staff has negotiated the LLB agreement amendment, which includes the guaranteed maximum price (GMP) and contingencies, pursuant to the terms indicated in the forms of the LLB contract documents previously approved by the Board of Trustees. The LLB agreement shall be amended to include the additional scope of work under Amendment No. 2.

Budget Implication:
The current GMP, associated contingencies and allowances for the originally bid work is $46,065,588. The LLB agreement's GMP will be amended by $4,790,125, to incorporate the additional scope of work as described above under Amendment No. 2. The total Project costs for the amended GMP including District contingencies and allowances will not exceed $50,855,713. (Measure H Funds, ESSER Funds, and/or other funds as appropriate)

Staff Recommendation:
It is recommended that the Board of Trustees ratify Amendment No. 2 to the LLB agreement with Erickson-Hall. **[EXHIBIT O]**

EDUCATIONAL SERVICES

10.15 ***Independent Contractor Agreement, Awareness in Motion (AIM) Formerly Known as MindKind Institute, LLC*** ***ACTION ITEM***

Background Information:
MindKind Institute LLC has provided the Mindful Leadership AUHSD program and Self-Awareness Training for District administrators, school leaders, teachers, and parents since October 2017. These programs are a multi-pronged approach towards developing mindful leaders with the highest level of commitment to Career Preparedness Systems Framework (CPSF). MindKind Institute, LLC has transitioned to a rebrand in which the name has shifted to Awareness in Motion (AIM).

Current Consideration:
Awareness in Motion will partner with the District to provide an executive coaching program for District administration. They will train key leaders to facilitate mindkind practices and assist in the development of The Academy for Developing Transformative 5C Leaders. Services are being provided January 15, 2023, through June 30, 2023.

Budget Implication:
The total cost for these services is not to exceed $109,250. (Educator Effectiveness Funds)

Staff Recommendation:
It is recommended that the Board of Trustees ratify the independent contractor agreement. **[EXHIBIT P]**

10.16 ***Independent Contractor Agreement, Reveille, Inc.*** ***ACTION ITEM***

Background Information:
The Anaheim's Innovative Mentoring Experience (AIME) program has provided thousands of mentoring and internship experiences from over ninety business partners, providing career exploration experiences to District students and supporting the implementation of the District's Career Preparedness Systems Framework. These experiences have helped students find their voice and purpose while developing relationships with mentors who can support them in their career goals. In addition, the AIME program has developed a teacher externship program to bring career skills to the classroom.

The District would like to expand the AIME program to ensure that all students and teachers experience the benefits of these experiences. This will require raising additional funding, increasing the number of business partners, and awareness of the AIME program among staff, students, and parents. To accomplish these goals, the District would like to develop a branding and marketing plan, as well as updated marketing materials.

Reveille, Inc., (Reveille) is a branding and marketing communications agency that has guided local and global nonprofits, consumer brands, and corporations in developing branding, as well as marketing plans. Reveille has successfully worked with local nonprofits such as the Boys and Girls Clubs of Central Orange Coast, CHOC, Healthy Smiles, and Orange County United Way.

Current Consideration:
The District would like to enter into an agreement with Reveille to provide the following deliverables: branding and marketing plan, logo development, style guide and graphic guidelines, email campaign, video, as well as website redesign. The services being offered are highly specialized and require the expertise of a company that has proven experience with large local nonprofit organizations. Services will be provided February 17, 2023, through December 31, 2023.

Budget Implication:
The total cost for these services is not to exceed $115,000. (Grant Funds)

Staff Recommendation:
It is recommended that the Board of Trustees approve the independent contractor agreement. **[EXHIBIT Q]**

10.17 ***Memorandum of Understanding (MOU), Santa Clara County Office of Education, School Health Demonstration*** ***ACTION ITEM***

Background Information:
The California Department of Education's (CDE) Office of School-Based Health Programs announced that the District has been selected to participate in the School Health Demonstration Project (SHDP) as a Local Educational Agency Pilot Participant. This project will help establish best practices in Medi-Cal reimbursements and other ways local

educational agencies (LEAs) can establish sustainable funding streams for essential services that support the mental health and wellness of students and families.

The District was awarded $100,000 each year, for two calendar years, for a total of $200,000. The funding shall be used for contracting with a technical assistance agency. Each year, the District can retain $10,000 to use on activities or resources aligned with expectations of the grant.

The Santa Clara County Office of Education (SCCOE) is the agency that CDE selected as the State Lead LEA Medi-Cal Billing Option Program (BOP) Specialist. SCCOE is charged with offering technical assistance to LEAs that are recipients of the grant.

Current Consideration:
The District is expected to participate in a minimum of twelve and up to twenty-four consecutive monthly targeted coaching sessions facilitated by SCCOE. The District will receive monthly coaching that will address specific needs around school-based billing. Including specific recommendations and strategies based on strengths and needs assessment. Services are being provided January 1, 2023, through January 1, 2025. The MOU 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 ratify the memorandum of understanding. **[EXHIBIT R]**

10.18 ***Agreement, High School Inc. Foundation*** ***ACTION ITEM***

Background Information:
In 2012, High School Inc. Foundation was developed to support a vision to be a catalyst for social and economic change in Orange County. They are attempting to reimagine education and creating the change to prepare students for college, career, and life success. They currently serve over 1,500 future workforce individuals.

Current Consideration:
The purpose of this agreement is to bring High School Inc. to support the program services tied to the Magnolia Agriscience Community Center. High School Inc. will provide additional staffing to provide resources and services onsite, as needed to support District students and families. Services are being provided February 16, 2023, and will automatically renew for the next five years, unless either party gives a 30-day notice to withdraw from the collaboration.

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
It is recommended that the Board of Trustees approve the agreement. **[EXHIBIT S]**

10.19 ***Agreement, Pathful Inc.*** ***ACTION ITEM***

Background Information:
On December 13, 2022, the Board of Trustees approved an amendment to the Education and Innovation Research (EIR) Grant agreement with the Orange County Department of Education (OCDE). This amendment included the approval to utilize a three-year software subscription, called Pathful Inc., as a replacement for Nepris, which was a condition of the original grant. Nepris and Virtual Job Shadow are software applications that have been merged and are now part of Pathful Inc.

The software includes Pathful Explore and Pathful Connect, which will be used at three high schools; Anaheim, Cypress, and Loara high schools. Pathful Explore will be used by students and teachers to engage and support the exploration of colleges and careers. It provides a combination of interactive tools, assessments, and real-world analysis, where students can discover diverse career pathways and chart their individualized paths. Pathful Connect matches teachers and students with the right industry professionals virtually from the classroom, providing companies with education outreach opportunities and creates equity of access for students.

Current Consideration:
Staff is requesting approval of the agreement with Pathful Inc., January 3, 2023, through January 2, 2026, which will allow the District to fulfill its obligation under the Board of Trustees approved amendment to the OCDE EIR grant agreement.

Budget Implication:
The total cost is not to exceed $79,650, for which the District will be reimbursed by OCDE through the EIR grant agreement.

Staff Recommendation:
It is recommended that the Board of Trustees ratify the agreement. **[EXHIBIT T]**

10.20 ***Memorandum of Understanding (MOU), Anaheim Elementary School District, Anaheim TUPE Grant Consortium Collaboration 2023-26*** ***ACTION ITEM***

Background Information:
The District is re-applying to continue as the lead fiscal agency for a Tobacco Use Prevention Education (TUPE) consortium grant between Anaheim Elementary School District (AESD) and the District for a three-year term from 2023-26 with the application due February 28, 2023, to the California Department of Education TUPE Office. Grant goals include revitalizing the promotion of available intervention, cessation services, and anti-tobacco/vape messages, as well as increase efforts to educate students, parents, and staff about alternative tobacco products and current issues, as well as where to access intervention and cessation services. With the TUPE grant it would be beneficial to involve our main feeder elementary school district in our anti-tobacco/vape efforts.

Current Consideration:
In effort to create a continuous level of support from grades 6-12, for the next grant cycle (2023-26), the District will continue to act as the lead fiscal agency and collaborate with Anaheim Elementary School District. The District will receive notification that the TUPE grant application was approved by March 31, 2023, for the term of the grant. The grant is targeted for grades 6-12 and mandates that curriculum, specific to the appropriate grade levels, is taught at participating schools, including 24 AESD elementary sites and all District

comprehensive schools, as well as Cambridge Virtual Academy, Gilbert and Polaris high schools. In addition, youth development activities related to tobacco and e-cigarette/vaping cessation/prevention are expected by each participating school, as well as ongoing prevention education for staff, students, and parents. Services will be provided July 1, 2023, through June 30, 2026.

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
It is recommended that the Board of Trustees approve the memorandum of understanding. **[EXHIBIT U]**

HUMAN RESOURCES

10.21 ***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 2022-23 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]**

10.22 ***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 2022-23 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, 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 2022-23 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]**

10.24 ***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 2022-23 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 ***Public Hearing, Disclosure of Collective Bargaining Agreement with CSEA*** ***INFORMATION ITEM***

Background Information:
The Board of Trustees is requested to hold a public hearing on the collective bargaining agreement with the California School Employees Association (CSEA) for the 2022-23 year, in accordance with AB 1200 (Statues 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 92801.

Current Consideration:
After the negotiation process with CSEA 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.

10.26 ***Adoption of the 2022-23 Collective Bargaining Agreement with CSEA*** ***ACTION ITEM***

Background Information:
The District entered into contract negotiations with the California School Employees Association (CSEA) for a successor agreement after proposals were brought forth by both parties. Negotiations were held and a tentative agreement was reached by both parties and ratified by CSEA.

Current Consideration:
The tentative agreement includes an 8 percent increase on the salary schedule retroactive to July 1, 2022.

Budget Implication:
The increase for the 8 percent salary schedule increase will impact the budget with an additional estimated expense of $3,929,066 per year. (General Fund)

Staff Recommendation:
It is recommended that the Board of Trustees adopt the 2022-23 collective bargaining agreement with CSEA. **[EXHIBITS X and Y]**

10.27 ***Salary Increase for Executive Director, Greater Anaheim Special Education Local Plan Area (GASELPA)*** ***ACTION ITEM***

Background Information:
The executive director of GASELPA is a non-bargaining employee of the District. Salaries for unrepresented and contract employees may be reviewed and adjusted, per the employment agreement. The AUHSD Board of Trustees must approve changes to the salaries for unrepresented and contract employees even when District funds are not used and salaries are paid using pass-through funds.

Current Consideration:
Due to the salary increase reached with the bargaining and non-bargaining employee associations of the District, the salary increase for the executive director of GASELPA shall increase by 8 percent using pass-through funds. This increase will be approved by the GASELPA Board of Trustees on February 15, 2023.

Budget Implication:
There will be no direct impact to the District's budget. The executive director of GASELPA salary will be increased for a total annual salary of $241,322, effective July 1, 2022. This additional expense will be paid using GASELPA funds.

Staff Recommendation:
It is recommended that the Board of Trustees approve the salary increase.

SUPERINTNDENT'S OFFICE

10.28 ***2023 California School Boards Association Delegate Assembly Election*** ***ACTION ITEM***

Background Information:
The California School Boards Association (CSBA) is the nonprofit education association representing the elected officials who govern public school districts and county offices of education. With a membership of nearly 1,000 educational agencies statewide, CSBA brings together school governing boards, as well as administrators from districts and county offices of education to advocate for effective policies that advance the education and well-being of the state's more than six million school age children. A membership driven association, CSBA provides policy resources and training to members, as well as represents the statewide interests of public education through legal, political legislative, community, and media advocacy.

CSBA's Delegate Assembly is a vital link in the association's governance structure. Working with local districts, county offices, the board of directors, and executive committee, delegates ensure that the association reflects the interests of school districts and county offices of education throughout the state.

Delegates are elected by CSBA member boards by region and serve a two-year term. Nominees for delegates must be a member of a member board within that geographic region.

Current Consideration:
This is an opportunity for the Board of Trustees to consider voting for candidates. The Board, as a whole, may vote for up to nine candidates. No more than one vote for any candidate may be submitted. The ballot also contains a provision for write-in candidates. The ballot must be postmarked by the U.S. Post Office on, or before, Wednesday, March 15, 2023.

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
It is recommended that the Board of Trustees determine if they wish to vote for up to nine delegates. **[EXHIBIT Z]**

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 ***Amendment, Agreement, Retireefirst, LLC***

Background Information:
The District has been associated with Retireefirst, LLC, the third-party administrator for retiree Medicare supplement plans, since 2020.

Current Consideration:
The Board is being requested to approve an increase to the existing agreement, to allow Retireefirst, LLC to continue the administration of retiree health plans, eligibility maintenance, billing, renewal, request for proposal management, and Centers for Medicare and Medicaid Services notifications through June 30, 2023.

Budget Implication:
The increase for the retiree services is to be an additional $1,000,000, for a total cost of $3,522,797. (Health and Welfare Fund)

Staff Recommendation:
It is recommended that the Board of Trustees approve the amendment.

11.2 ***Award of Bids, E-Rate 26***

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 13, 2022, Board 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. 2022/23-B-04 pursuant to Public Contract Code (PCC) 20118.2.

Award of Bid

Bid#	Service	Award	Amount
2023-12	Network Equipment	Sehi Computer Products, Inc.	$973,950

Budget Implication:
Under the Federal E-Rate program, USAC will directly subsidize the cost of the material, equipment, and services being awarded. The District will qualify for a reduction in cost based on the District's percent of students that qualify for Alternate Income Form.

E-Rate: $827,857 General Fund: $146,093

Staff Recommendation:
It is recommended that the Board of Trustees award Bid No. 2023-12 pursuant to PCC 20118.2 as listed.

11.3 ***Amendment, Agreement, Optimum Energy Design LLC***

Background Information:
In 2021, 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 construction projects. Optimum Energy Design LLC (OED) has been providing engineering services for various bond, public works construction, and renovation projects.

Current Consideration:
The District has an interest in continuing to utilize the services provided by OED as required for the ongoing Measure H and ESSER projects, as well as other construction work associated with the Maintenance and Facilities departments. An amendment to the agreement is required to increase the services with OED. The firm has prior knowledge of the District's facilities, projects, and standard procedures.

Budget Implication:
The amendment to the agreement will increase the cost by an additional $1,000,000, for a total cost not to exceed $2,000,000, through November 19, 2026. All other terms and conditions of the agreement will remain unchanged. (Measure H Fund, ESSER Funds, Facilities Funds, Maintenance Funds, and/or other funds as appropriate)

Staff Recommendation:
It is recommended that the Board of Trustees approve the amendment. **[EXHIBIT AA]**

11.4 ***Award of Bids***

The Board of Trustees is requested to award the following bids.

Bid#	Service	Award	Amount
2023-19	Walker Junior High School Motorized Gate and Fencing (Maintenance Funds and/or other Facilities Funds as appropriate)	Econo Fence, Inc,	$124,515
2023-20	Handel Stadium Walkway Coating (Maintenance Funds and/or other funds as appropriate)	Western Specialty Contractors	$185,000

Staff Recommendation:
It is recommended that the Board of Trustees award Bids 2023-19 and 2023-20.

11.5 ***Ratification of Change Orders***

Bid #2023-01, Kennedy High School	P.O. #S64A0115
Window Replacement	
East Whittier Glass & Mirror Company, Inc.	
Original Contract	$185,525
Change Order #1 **[EXHIBIT BB]**	$1,327
New Contract Value	$186,852

Bid #2023-04, Katella High School	P.O. #S64A0119
Roofing Project	
Best Contracting Services, Inc.	
Original Contract	$997,200
Change Order #1 **[EXHIBIT CC]**	($29,520)
New Contract Value	$967,680

Bid #2023-05, Oxford Academy	P.O. #S64A0118
Roofing Project	
Bishop Inc.	
Original Contract	$337,493
Change Order #1 **[EXHIBIT DD]**	($50,000)
New Contract Value	$287,493

Bid #2023-10, Brookhurst Junior High School	P.O. #S64A2601
Fencing Project	
J & A Fence	
Original Contract	$43,350
Change Order #1 **[EXHIBIT EE]**	($5,000)
New Contract Value	$38,350

Staff Recommendation:
It is recommended that the Board of Trustees ratify the change orders as listed above.

11.6 ***Notices of Completion***

Bid #2023-01, Kennedy High School	P.O. #S64A0115
Window Glass Replacement	
East Whittier Glass & Mirror Company, Inc.	
Original Contract	$185,525
Contract Changes	$1,327
Total Amount Paid	$186,852

Bid #2023-04, Katella High School	P.O. #S64A0119
Roofing Project	
Best Contracting Services, Inc.	
Original Contract	$997,200
Change Order	($29,520)
New Contract Value	$967,680

Bid #2023-05, Oxford Academy Roofing Project Bishop Inc.	P.O. #S64A0118
Original Contract	$337,493
Change Order	($50,000)
New Contract Value	$287,493

Bid #2023-10, Brookhurst Junior High School Fencing Project J & A Fence	P.O. #S64A2601
Original Contract	$43,350
Change Order	($5,000)
New Contract Value	$38,350

Staff Recommendation:
It is recommended that the Board of Trustees authorize the assistant superintendent of Business to accept Bids 2023-01, 2023-04, 2023-05, and 2023-10 as complete, and authorize the filing of the notices of completion with the Office of the County Recorder.

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

Staff Recommendation:
It is recommended that the Board of Trustees approve the list of District furniture and equipment as unusable, obsolete, and/or out-of-date, and ready for sale or destruction, as well as authorize proper disposal in accordance with Education Code Section 17545 or 17546. **[EXHIBIT FF]**

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

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

11.9 ***Donations***

Staff Recommendation:
It is recommended that the Board of Trustees accept the donations as submitted.
[EXHIBIT HH]

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

Staff Recommendation:
It is recommended that the Board of Trustees ratify the reports January 9, 2023, through February 2, 2023. **[EXHIBITS II and JJ]**

11.11 ***Check Register/Warrants Report***

Staff Recommendation:
It is recommended that the Board of Trustees ratify the report January 9, 2023, through February 2, 2023. **[EXHIBIT KK]**

11.12 **SUPPLEMENTAL INFORMATION**

11.12.1 ASB Fund, September 2022 **[EXHIBIT LL]**

11.12.2 Cafeteria Fund, November 2022 **[EXHIBIT MM]**

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

EDUCATIONAL SERVICES

11.13 ***Amendment No. 2, Educational Consulting Agreement, Youth Engage, LLC***

Background Information:
Brian Brady, founder and president of Youth Engage, LLC, has 30 years of experience working in nonprofit leadership, youth civic engagement, and youth development. His expertise is in nonprofits, schools, and how to help cities and communities improve their youth engagement models. Brian has deep-rooted program development experience in Chicago and successfully scaled the Mikva Challenge program model to over twenty cities. In addition, Brian has secured multimillion dollar grants from the Bezos Family Foundation, the Gates Foundation, the Ford Foundation, and Facebook to drive national scaling strategies.

Schools and communities need to find powerful yet cost-effective strategies to drive improvement. Fostering youth voice and development, 21st century skill-building, as well as civic engagement is precisely that–a high impact and low-cost intervention. Research shows that harnessing the power of youth voice, 21st century skills and civic engagement will improve schools and communities in multiple areas including: equity and inclusion, student engagement and achievement, school culture and safety, college and workforce readiness, as well as community engagement.

Current Consideration:
On July 16, 2022, the Board approved the educational consulting agreement with Youth Engage, LLC to design, market, and launch the AUHSD Career Preparedness Systems Framework (CPSF) Learning Hub. An amendment was approved on October 13, 2022, to provide additional services, which resulted in an increase to the previously approved amount of $45,000. The new total amount was not to exceed $52,000. A new amendment is requested given the success of the last six months with the services provided. In particular in helping secure the Stuart Foundation Demonstration Site grant and the CZI Student Voice grant, which means the District needs some additional consulting support to execute on this increased workload and added projects to the school year. All other terms and conditions remain intact.

Budget Implication:
The new amended cost of services is not to exceed $102,000. (General Fund)

Staff Recommendation:
It is recommended that the Board of Trustees approve the amendment. **[EXHIBIT OO]**

11.14 ***Independent Contractor Agreement, Flypoet Entertainment***

Background Information:
The 3rd Annual AUHSD Black History Month Celebration will be held on February 24, 2023, at the AUHSD Performing Arts Center. This is a student-led celebration created by collaborative efforts of the Black Student Union clubs throughout the District and the Black Lives Matter Task Force. This year's celebration highlights are performances by Spoken Word Artist Ed Mabrey, Visual Artist Norton Wisdom, Omega Psi Phi Steppers from California State University, Fullerton, and Le Ballet Dembaya West African Dance and Drum Troupe.

Spoken Word is poetry explicitly written to be performed on-stage, rather than read from the page. As an art form, it focuses on the aesthetics of wordplay, intonation, and voice inflection. Spoken word is a powerful, high-energy, form of cultural expression that has strong ties to storytelling, modern poetry, post-modern performance, and monologue theatre. An Interpretive Painter will also be a part of this performance creating a work of art live on-stage.

Current Consideration:
Flypoet Entertainment is providing a spoken word artist and interpretive painter that will perform at the 3rd Annual AUHSD Black History Month Celebration. Services will be provided February 24, 2023, through June 30, 2023.

Budget Implication:
Total costs for these services is not to exceed $2,800. (General Fund and/or Innovation Funds)

Staff Recommendation:
It is recommended that the Board of Trustees approve the agreement. **[EXHIBIT PP]**

11.15 ***Collaboration Agreement, Whitaker Peace and Development Initiative (WPDI), Cypress High School***

Background Information:
Whitaker Peace and Development Initiative (WPDI) is a nonprofit organization founded to support 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 students and educators the skills they need to be able to identify conflict in their lives and respond in a positive way. WPDI has partnered with our District and provided services in the past to Ball and Walker junior high schools, as well as Cambridge Virtual Academy.

Current Consideration:
WPDI will establish trainer of trainers workshops at Cypress High School for all site-level staff, as well as monthly professional development trainings for teachers and peer mediation training for students. Services will be provided February 17, 2023, through June 30, 2026.

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
It is recommended that the Board of Trustees approve the collaboration agreement. **[EXHIBIT QQ]**

11.16 ***Amendment, Educational Consulting Agreement, Jacque Nunez, Journeys to the Past***

Background Information:
Journey's to The Past is a Native American, family-owned, company that focuses on teaching that every culture is important and should be celebrated. Their unique programs take students on a journey into the lifestyle of the California Indian, in particular the Acjachemen Nation, which flourished in Southern California hundreds of years ago. Jacque Nunez shares through stories and songs her people's indigenous tools, instruments, games, and clothing. She includes how American Indians preserve their culture today by participating in Intertribal Pow Wows.

Current Consideration:
Jacque Nunez will host an assembly for Anaheim High School students. The original educational consulting agreement was approved by the Board of Trustees on November 17, 2022, an amendment is requested to extend the dates of service, as well as to increase the previously approved amount. The new dates of service are November 18, 2022, through May 1, 2023. All other terms and conditions remain intact.

Budget Implication:
The amended total cost for these services is not to exceed $1,500. The previously approved amount was not to exceed $750. (Site Funds)

Staff Recommendation:
It is recommended that the Board of Trustees approve the amendment. **[EXHIBIT RR]**

11.17 ***Independent Contractor Agreement, Anaheim Family YMCA***

Background Information:
The District has received funding through the California Department of Education After School Education and Safety (ASES) Program grant for the past 14 years. The District subcontracted the administration of the ASES grant to the Anaheim Family YMCA through the Anaheim Achieves program at Ball, Brookhurst, Dale, Orangeview, South, and Sycamore junior high schools. Anaheim Family YMCA provides program administration, staffing, equipment, materials, training, data collection, and evaluation for the aforementioned school sites.

Current Consideration:
The District was awarded another year of funding by the California Department of Education ASES grant, in the amount of $909,333 for the fiscal year, July 1, 2022, through June 30, 2023. The structure of the approval process prevents the District from approving the ASES grant prior to the contract being developed. Therefore, this agreement will be signed following Board approval. The agreement allows the District to pay YMCA for these services. Services are being provided July 1, 2022, through June 30, 2023.

Budget Implication:
The District passes the funds to the YMCA, less an indirect cost of five percent of the total ASES funds; therefore, there are no direct implications to the budget. The ASES funds for the 2021-22 year were $909,333. The District will retain five percent of expenditures for indirect costs, for a total contracted amount not to exceed $863,866.35. (ASES Grant Funds)

Staff Recommendation:
It is recommended that the Board of Trustees ratify the agreement. **[EXHIBIT SS]**

11.18 ***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 amendment 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 TT]**

11.19 ***Independent Contractor Agreement, Dr. Fernando Rodriguez-Valls***

Background Information:
The District currently serves over 600 plurilingual students/English Learners (newcomers), who have been enrolled in United States (U.S.) schools less than three years. In order to accelerate their English language acquisition and plurilingualism, the District will continue the Summer Language Academy, an enrichment program for four weeks during the month of June, to serve up to 100 high school plurilingual/English Learner students. The curriculum design, developed by Dr. Fernando Rodríguez-Valls, Professor, California State University, Fullerton, involves students in activities that allow them to explore the English language in all its dimensions through art, literature, and film, while connecting them with their cultural identities and using their full linguistic repertoire. Dr. Rodríguez-Valls created partnerships with school districts, local educational agencies and universities to develop and implement community-based literacy programs. Dr. Rodríguez-Valls' work focuses on equitable instructional practices, as well as on the socio-cultural factors affecting their academic achievement, educational continuity, and school engagement.

Current Consideration:
Dr. Fernando Rodríguez-Valls, in collaboration with District staff, will design and tailor the curriculum to fit the needs of the District's plurilingual/English Learner students. His services will also include professional learning for District staff, teachers, and support staff, classroom observations, collection and analyzing of data, as well as a written report of the second-year program. Services will be provided February 17, 2023, through July 31, 2023.

Budget Implication:
The total cost for these services is not to exceed $15,000. (Title III Funds)

Staff Recommendation:
It is recommended that the Board of Trustees approve the agreement. **[EXHIBIT UU]**

11.20 ***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. The District continues to award over 1,000 Seal of Biliteracy awards a year.

Current Consideration:
ALTA Language Services, Inc. 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 the District will continue to increase in the 2023-24 year. Services will be provided February 17, 2023, through February 17, 2024.

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 agreement with ALTA Language Services, Inc. **[EXHIBIT VV]**

11.21 ***Memorandum of Understanding (MOU), Career Technical Education Incentive Grant Consortium Application with North Orange County ROP***

Background Information:
The Career and Technical Education Incentive Grant (CTEIG) is established as a state education, economic, and workforce development initiative with the goal of providing pupils in kindergarten through grade twelve, inclusive, with the knowledge and skills necessary to transition to employment and postsecondary education. The purpose of this program is to encourage and maintain the delivery of career technical education (CTE) programs per Education Code (EC) Sections 53070–53076.4. Districts may apply individually, as well as apply as a consortium with partner districts, as long as the total Average Daily Attendance (ADA) cited in each application does not exceed the total ADA of the districts applying for the grant.

Current Consideration:
The District has submitted an individual application for CTEIG, and would also like to participate in a consortium application submitted by North Orange County ROP in order to maximize potential funding from the grant. In order to receive a Grant Award Notification, North Orange County ROP must have a MOU with the District. The purpose of this MOU is to establish a mutually beneficial relationship between the parties and to set forth the responsibilities of the parties as related to the implementation of the CTEIG program. Services are being provided July 1, 2022, through December 31, 2024.

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
It is recommended that the Board of Trustees ratify the memorandum of understanding. **[EXHIBIT WW]**

11.22 ***Agreement, California State University, Fullerton (CSUF), Field Education Partnership***

Background Information:
California State University, Fullerton (CSUF) and its Department of Social Work has established approved field education programs of specialized training for a Master's in Social Work. The program requires partnerships with agencies where students can obtain the learning experience required in the curriculum. The agency must be equipped with specialized staff to provide the trainees the practical learning experience, training, and professional development that is aligned with the university curriculum and national standards.

Current Consideration:
CSUF agrees to provide interns every academic year, who will serve as service providers in training. The District agrees to provide specialized supervision and meet all expectations with evaluations, learning expectations, and communication with university field faculty. Services will be provided February 17, 2023, and will automatically renew annually for the next five years, unless either party provides written notice of termination.

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
It is recommended that the Board of Trustees approve the agreement. **[EXHIBIT XX]**

11.23 ***Instructional Materials Submitted for Adoption***

The Instructional Materials Review Committee has recommended the selected materials for courses in dual enrollment courses. The books have been made available for public view.

Staff Recommendation:
It is recommended that the Board of Trustees adopt the selected materials. **[EXHIBIT YY]**

11.24 ***Instructional Materials Submitted for Display***

The Instructional Materials Review Committee recommended the selected material for display, for courses in 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, February 17, 2023, through March 7, 2023.

Staff Recommendation:
It is recommended that the Board of Trustees approve the display. **[EXHIBIT ZZ]**

11.25 ***Field Trip Report***

Staff Recommendation:
It is recommended that the Board of Trustees approve/ratify the report as submitted. **[EXHIBIT AAA]**

HUMAN RESOURCES

11.26 ***2021-22 and 2022-23 Employee Salary Schedules***

Background Information:
The California Public Employees' Retirement System (CalPERS) requires the Board of Trustees to formally approve classified salary schedules, along with any subsequent additions, corrections, or modifications made to the schedules. Routine modifications continue to be necessary to accurately represent negotiated changes, necessary updates, and corrections on the schedules.

Current Consideration:
Adopt modifications to the salary schedules for the American Federation of State, County, and Municipal Employees (AFSCME) and California School Employee Association (CSEA) employee groups.

The proposed modifications include the following:

- AFSCME: Correction of monthly rates being rounded to the zero decimal point in accordance with the format required by CalPERS.
- CSEA: Retroactive inclusion of Job Developer/Job Coach to clarify it was the previous job title for the Workability Placement Specialist until May 10, 2022, before being revised as of May 11, 2022.

Budget Implication:
The approval for the salary schedule itself is not approval to fund specific assignments, but rather approval for the types of positions and compensation that may be approved with subsequent Board action for specific individuals.

Staff Recommendation:
It is recommended that the Board of Trustees adopt the salary schedules for the AFSCME and CSEA employee groups as submitted. **[EXHIBIT BBB]**

11.27 ***Agreement, Lozano Smith, LLP***

Background Information:
Lozano Smith, LLP provides legal services, which are not or cannot be provided by attorneys at the Orange County Department of Education, including consultation and representation in human resources, litigation, and other specialty matters. The District previously had an agreement in place with Lozano Smith, LLP, May 8, 2019, through June 30, 2021.

Current Consideration:
The District would like to engage the services of the legal firm Lozano Smith, LLP to provide legal services, including human resources and litigation support. Services will be provided February 17, 2023, through June 30, 2024, on an as-needed basis.

Budget Implication:
Services will be provided at a cost not to exceed $25,000 per year. (General Fund)

Staff Recommendation:
It is recommended that the Board of Trustees approve the agreement. **[EXHIBIT CCC]**

11.28 ***Certificated Personnel Report***

Staff Recommendation:
It is recommended that the Board of Trustees approve/ratify the report as submitted.
[EXHIBIT DDD]

11.29 ***Classified Personnel Report***

Staff Recommendation:
It is recommended that the Board of Trustees approve/ratify the report as submitted.
[EXHIBIT EEE]

SUPERINTENDENT'S OFFICE

11.30 ***Board of Trustees' Meeting Minutes***

11.30.1 December 13, 2022, Regular Meeting **[EXHIBIT FFF]**
11.30.2 January 19, 2023, Regular Meeting **[EXHIBIT GGG]**

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

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

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

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

14. **ADVANCE PLANNING**

INFORMATION ITEM

14.1 ***Future Meeting Dates***

The next meeting of the Board of Trustees will be held on Tuesday, March 7, at 6:00 p.m.

Thursday, April 13	Thursday, August 10
Thursday, May 4	Thursday, September 14
Thursday, June 8	Thursday, October 12
Thursday, June 15	Thursday, November 16
Thursday, July 20	Thursday, December 14

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, February 14, 2023.

EXHIBIT A

Anaheim Union High School District / Education Division

Application for curriculum-related Student Organizations

CLICK AND ENTER DATA

Name of Organization: Drone Pathway

School: Loara High School

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

Staff Sponsor(s): Michael Holton

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

To enhance the lessons learned inside the classroom and to bring the world of Drones outside the classroom. This organization will allow us to explore a deeper understanding to what we are learning in the class.

Proposed meetings:

Day(s):	Monday	Time(s):	Lunch	Location:	Drone Room

Special equipment? ☐No ☒Yes – **Describe:** Loara's ROP Drones

Qualifications for membership, if any:

No Qualification, just an interest in Drones. To fly any of the drones you must be enrolled in the class and have a basic understanding of the equipment.

How are officers elected?	Term?
All officers will be chose at the end of the school year by popular election, board members will be appointed	One school calendar year and you may re apply

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

This will be tied to the ROP Drone classes at Loara, but it isn't a must to be in the club

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

The advisor will serve in a full Advisory Position and will follow the AUHSD code of conduct for off campus events and field trips when the arise.

Will this organization be raising funds for any purpose? ☐No ☒Yes

Describe how funds will be raised and for what purpose:

The students will raise funds through donations or general fundraisers common to the High School Experience.

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

Signature of the student making the application:	Destiny Chaidez
The printed name of the student making the application:	
Signature of faculty sponsor:	Michael Holton
The printed name of faculty sponsor:	

Faculty sponsor: I have reviewed this application and

☒the application is complete ☒the Constitution/By-Laws are attached ☐the application is not complete

Signature of School Principal: Gary Brown	**Date:** 1/23/2023
Signature of Assistant Superintendent of Education: Dr. Jaron Fried	**Date:** 1/31/23

Education Office Use Only:

Board of Trustees action:	☐Approved	☐Denied	Date:	

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

AUHSD Student Leaders
ANAHEIM UNION HIGH SCHOOL DISTRICT

EXHIBIT B

Anaheim Union High School District
Education Division

APPLICATION FOR STUDENT-INITIATED, NON-CURRICULUM RELATED ORGANIZATION

School:	Walker	Date of Application:	December 14, 2022

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:
TECHX

Purpose of the group:
is to build community among students that enjoy playing with tech decks/fingerboards
Is to create positive interactions and activities for students who enjoy this activity

Frequency of group meetings:
Weekly

Proposed meeting day, time and location:

Day:	Wednesday	Time: 12:19 PM- 12:47 PM	Lunch 7TH GRADE	Location:	Room 14

Applicant's Signature:	AP Avery Pasion	Date:1	12/14/22
Printed Name:	Avery Pasion 7th grade-President		

Advisor's Signature:	Dolly Chang	Date:	12/14/22
Printed Name:	Ms. Dolly Chang		

Principal's Signature:	Jennifer Sasai	Date:	12/14/22
Printed Name:	Ms. Jennifer Sasai		

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

Assistant Superintendent's Signature:		Date:	1/31/23

Dr. Jaron Fried

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

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

Resolution Determining that the Anaheim High School Field Project is Exempt from the California Environmental Quality Act, Deciding to Carry Out the Project, and Directing the Filing of a Notice of Exemption

RESOLUTION NO. 2022/23-F-05

February 16, 2023

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

WHEREAS, on the Anaheim Union High School District ("District") developed the Anaheim High School Field Project ("Project"), which consists of: replacement of an existing school athletic field with artificial turf, synthetic all-weather track, and goalposts; installation of new tiered bleachers with solar/shade canopies, observational press box, new field lighting, wall-mounted scoreboard, irrigation system, storm drain improvements; and improvements to path-of-travel, concrete paving, fencing, and landscaping; and

WHEREAS, the Project is located at Anaheim High School at 811 W. Lincoln Avenue, Anaheim, CA 92805 ("Site"); and

WHEREAS, before the District may determine to carry out the Project, it must comply with the California Environmental Quality Act ("CEQA") for the Project. District staff have determined that the Project meets the definitions of the Class 1, Class 2, Class 11, and Class 14 Categorical Exemptions; and

WHEREAS, the District must comply with the California Environmental Quality Act ("CEQA") for the Project before approving the Project; and

WHEREAS, categorical exemptions to CEQA are set forth in Article 19 of Title 14 of the California Code of Regulations ("CEQA Guidelines"); and

WHEREAS, the Class 1 Categorical Exemption, set forth in CEQA Guidelines, § 15301, exempts a project that consists of the repair, maintenance, or minor alteration of existing public facilities or topographical features involving negligible or no expansion of the former use; and

WHEREAS, the replacement of the existing athletic field with artificial turf and goalposts and the minor additions of new field lights, a synthetic all-weather track surrounding the athletic field, bleachers with solar/shades, observational press box, a wall-mounted scoreboard, irrigation system, storm drain improvements, and associated site work are minor repairs and alterations of an existing campus involving no expansion of use; and

WHEREAS, the Class 2 Categorical Exemption set forth in CEQA Guidelines, § 15302, exempts a project that consists of the replacement or reconstruction of existing structures and facilities where the new structure or facility will be located on the same site as the one replaced and will have substantially the same purpose and capacity as the one replaced; and

WHEREAS, the replacement and upgrade of the existing athletic field with a new athletic field will have the same purpose and capacity; and

WHEREAS, the Class 11 Categorical Exemption set forth in CEQA Guidelines, § 15311, exempts a project that consists of construction or placement of minor structures accessory to (appurtenant to) existing commercial, industrial, or institutional facilities; and

WHEREAS, the replacement and upgrade of the athletic field and minor additions of field lights, shaded bleachers, scoreboard, irrigation system, and associated site work are minor structures accessory to an existing school campus and located within the existing school campus; and

WHEREAS, the Class 14 Categorical Exemption set forth in CEQA Guidelines, § 15314, exempts a project that consists of minor additions to existing schools that do not increase student capacity by more the 25% or 10 classrooms, whichever is less; and

WHEREAS, the replacement and upgrade of the athletic field, the addition of the running track around the athletic field, and minor accessory additions and improvements to an existing school do not increase the school's student capacity; and

WHEREAS, CEQA Guidelines Section 15300.2 provides six exceptions that would disqualify a project from being categorically exempt. They are: (1) for the Class 11 Categorical Exemption, a project located within a particularly sensitive environmental location; (2) where the cumulative impact of successive projects of the same type, in the same place would be significant over time; (3) a significant environmental impact would occur due to unusual circumstances; (4) a project that would cause damage to scenic elements with a designated state scenic highway; (5) a project that is on a site designated as a Hazardous Waste Site; or (6) a project that causes a substantial adverse change to a historical resource; and

WHEREAS, the Project is not within a sensitive environmental location; it is within an already established school campus; and

WHEREAS, the Project is the only project of the same type at the same place. No other similar, successive projects are proposed near the Site; and

WHEREAS, there are no known unusual circumstances that would be caused by the renovation and operation of an athletic field at an established school campus; and

WHEREAS, the Project is not within or near a designated state scenic highway (https://www.arcgis.com/apps/webappviewer/index.html?id=465dfd3d807c46cc8e8057116f1aacaa); and

WHEREAS, the Site is not on a site designated as a Hazardous Waste Site; and

WHEREAS, as there are no designated historical resources on the Site, the Project would not cause a substantial adverse change to a historical resource; and

WHEREAS, none of the exceptions apply here.

NOW, THEREFORE BE IT RESOLVED, the Board of Trustees of the Anaheim Union High School District hereby resolves and declares, as follows.

Section 1. The above recitals are true and correct.

Section 2. The Project meets the definition of the Class 1 Categorical Exemption (CEQA Guidelines, § 15301), because the replacement and upgrade of the athletic field, accessory additions, and site work are minor repairs and alterations of an existing public-school campus involving no expansion of use.

Section 3. The Project meets the definition of the Class 2 Categorical Exemption (CEQA Guidelines, § 15302), because the replacement and upgrade of the athletic field and site work are all on the same site and will have the same purpose and capacity.

Section 4. The Project meets the definition of the Class 11 Categorical Exemption (CEQA Guidelines, § 15311), because the replacement and upgrade of the athletic field, accessory additions, and site work are all minor structures accessory to an existing school campus and located within the existing school (e.g., institutional) campus.

Section 5. The Project meets the definition of the Class 14 Categorical Exemption (CEQA Guidelines, § 15314), because replacement and upgrade of the athletic field, accessory additions, and sitework are all minor additions to an existing school that do not increase the school's student capacity.

Section 6. There are no exceptions that would disqualify the Project from being categorically exempt.

Section 7. The applicable requirements of CEQA have been fulfilled by the District for the Project.

Section 8. That the Board hereby decides to carry out the Project.

Section 9. The Notice of Exemption attached hereto as Exhibit "A" and incorporated herein by reference is approved and adopted.

Section 10. The superintendent or designee is hereby authorized and directed to cause the Notice of Exemption to be executed and timely filed with the Orange County Clerk-Recorder.

The foregoing resolution was passed and adopted at the regular meeting of the Board of Trustees on February 16, 2023, by the following roll call vote.

AYES:

NOES:

ABSTAIN:

ABSENT:

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

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District of Orange County, California, and secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board at the regular meeting thereof held on the 16th day of February 2023, and passed by a roll call vote of all members of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 16th day of February 2023.

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

EXHIBIT "A"

NOTICE OF EXEMPTION

Notice of Exemption

To: ☐ Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

From: Anaheim Union High School District
501 North Crescent Way
Anaheim, CA 92801

☒ County Clerk-Recorder
County Admin. South Building
601 N. Ross Street
Santa Ana, CA 92701

Project Title: Anaheim High School Track & Field Project

Project Applicant: Anaheim Union High School District

Project Location – Specific: Anaheim High School - 811 W. Lincoln Ave., Anaheim, CA 92805

Project Location – City: Anaheim Project Location – County: Orange

Description of Nature, Purpose, and Beneficiaries of Project:
Replacement of an existing school athletic field with artificial turf, synthetic all-weather track, and goalposts; installation of new portable bleachers with solar/shade canopies, new field lighting, wall-mounted scoreboard, irrigation system, storm drain improvements; and improvements to path-of-travel, concrete paving, fencing, and landscaping. See attached resolution.

Name of Public Agency Approving Project: Anaheim Union High School District

Name of Person or Agency Carrying Out Project: Anaheim Union High School District

Exempt Status: **(check one):**

- ☐ Ministerial (Sec. 21080(b)(1); 15268)
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a))
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)-(c))
- ☒ Categorical Exemption. State type and section number: §15301, §15302, §15311[a], §15314
- ☐ Statutory Exemptions. State Code number:

Reasons why project is exempt:
Replacement of the existing playfield with artificial turf and synthetic all-weather track and goalposts, and minor additions of bleachers, a wall-mounted scoreboard, irrigation system, and field lighting and associated site work are minor repairs and alterations of an existing public school campus involving no expansion of use, that will have the same purpose and capacity, and will not increase student capacity. See Attached Resolution.

Lead Agency
Contact Person: Patricia Neely Area Code/Telephone/Extension: (714) 999-3505

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a notice of exemption been filed by the public agency approving the project? ☐ Yes ☐ No

Signature: _____ Date: 2 / 17 /2023 Title: Assistant Superintendent, Business
Nancy C. Nien

☒ Signed by Lead Agency ☐ Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

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

Resolution Determining that the Western High School Practice Field Project is Exempt from the California Environmental Quality Act, Deciding to Carry Out the Project, and Directing the Filing of a Notice of Exemption

RESOLUTION NO. 2022/23-F-06

February 16, 2023

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

WHEREAS, the Anaheim Union High School District ("District") developed the Western High School Practice Field Project ("Project"), which consists of: renovation of an existing, fenced-in athletic field with artificial turf and four field lights and a scoreboard, construction of an observational press box, addition of a metal shade structures with lighting, cameras, and Wi-Fi, installation of tiered bleachers under the metal shade structures, construction of a modular concession building with restroom facilities, installation of an entry canopy, marquee, and fencing, landscaping and access improvements, addition of high netting, a flagpole and a storm- and rainwater retention system; and

WHEREAS, the Project is located at Western High School at 501 S. Western Avenue, Anaheim, CA 92804 ("Site"); and

WHEREAS, before the District may determine to carry out the Project, it must comply with the California Environmental Quality Act ("CEQA") for the Project. District staff have determined that the Project meets the definitions of the Class 1, Class 2, Class 11, and Class 14 Categorical Exemptions; and

WHEREAS, the District must comply with the California Environmental Quality Act ("CEQA") for the Project before approving the Project; and

WHEREAS, categorical exemptions to CEQA are set forth in Article 19 of Title 14 of the California Code of Regulations ("CEQA Guidelines"); and

WHEREAS, the Class 1 Categorical Exemption, set forth in CEQA Guidelines, § 15301, exempts a project that consists of the repair, maintenance, or minor alteration of existing public facilities or topographical features involving negligible or no expansion of the former use; and

WHEREAS, the replacement of the athletic field and minor additions of bleachers, press box, metal shade structures, concessions, restrooms, entry, and associated site work are minor repairs and alterations of an existing campus involving no expansion of use; and

WHEREAS, the Class 2 Categorical Exemption set forth in CEQA Guidelines, § 15302, exempts a project that consists of the replacement or reconstruction of existing structures and facilities where the new structure or facility will be located on the same site as the one replaced and will have substantially the same purpose and capacity as the one replaced; and

WHEREAS, the replacement and upgrade of the existing athletic field with a new athletic field will have the same purpose and capacity; thereby having negligible to no expansion of use; and

WHEREAS, the Class 11 Categorical Exemption set forth in CEQA Guidelines, § 15311 exempts a project that consists of construction or placement of minor structures accessory to (appurtenant to) existing commercial, industrial, or institutional facilities; and

WHEREAS, the replacement of the athletic field and minor additions of bleachers, press box, metal shade structures, concessions, restrooms, entry, and associated site work are minor structures accessory to an existing school campus and located within the existing school campus; and

WHEREAS, the Class 14 Categorical Exemption set forth in CEQA Guidelines, § 15314, exempts a project that consists of minor additions to existing schools that do not increase student capacity by more the 25% or 10 classrooms, whichever is less; and

WHEREAS, the replacement of the athletic field and addition of observational press box, shade structure, tiered bleachers, and concession building are minor additions to an existing school that do not increase the school's student capacity; and

WHEREAS, CEQA Guidelines Section 15300.2 provides six exceptions that would disqualify a project from being categorically exempt. They are: (1) for the Class 11 Categorical Exemption, a project located within a particularly sensitive environmental location; (2) where the cumulative impact of successive projects of the same type in the same place would be significant over time; (3) a significant environmental impact would occur due to unusual circumstances; (4) a project that would cause damage to scenic elements within a designated state scenic highway; (5) a project that is on a site designated as a Hazardous Waste Site; and (6) a project that causes a substantial adverse change to a historical resource; and

WHEREAS, the Project is not within a particularly sensitive environmental location; it is within an already established school campus; and

WHEREAS, the Project is the only project of the same type at the same place. No other similar, successive projects are proposed near the Site; and

WHEREAS, there are no known unusual circumstances that would be caused by the construction, renovation and operation of an athletic field at an established school campus; and

WHEREAS, the Project is not within or near a designated state scenic highway (https://www.arcgis.com/apps/webappviewer/index.html?id=465dfd3d807c46cc8e8057116f1aacaa); and

WHEREAS, the Site is not on a site designated as a Hazardous Waste Site; and

WHEREAS, as there are no designated historical resources on the Site, the Project would not cause a substantial adverse change to a historical resource; and

WHEREAS, none of the exceptions apply here.

NOW, THEREFORE BE IT RESOLVED, based on the whole of the record, the Board of Trustees of the Anaheim Union High School District hereby resolves and declares in its independent judgment, as follows.

Section 1. The above recitals are true and correct.

Section 2. The Project meets the definition of the Class 1 Categorical Exemption (CEQA Guidelines, § 15301), because the replacement and upgrade of the athletic field, accessory additions, and site work are minor repairs and alterations of an existing campus involving negligible to no expansion of use.

Section 3. The Project meets the definition of the Class 2 Categorical Exemption (CEQA Guidelines, § 15302), because the replacement and upgrade of the athletic field and site work are all on the same site and will have the same purpose and capacity.

Section 4. The Project meets the definition of the Class 11 Categorical Exemption (CEQA Guidelines, § 15311), because the replacement and upgrade of the athletic field, accessory additions, and site work are all minor structures accessory to an existing school campus and located within the existing school (e.g., institutional) campus.

Section 5. The Project meets the definition of the Class 14 Categorical Exemption (CEQA Guidelines, § 15314), because replacement and upgrade of the athletic field, accessory additions, and sitework are all minor additions to an existing school that do not increase the school's student capacity.

Section 6. There are no exceptions that would disqualify the Project from being categorically exempt.

Section 7. The applicable requirements of CEQA have been fulfilled by the District for the Project.

Section 8. That the Board hereby decides to carry out the Project.

Section 9. The Notice of Exemption attached hereto as Exhibit "A" and incorporated herein by reference is approved and adopted.

Section 10. The superintendent or designee is hereby authorized and directed to cause the Notice of Exemption to be executed and timely filed with the Orange County Clerk-Recorder.

The foregoing resolution was passed and adopted at the regular meeting of the Board of Trustees on February 16, 2023, by the following roll call vote.

AYES:

NOES:

ABSTAIN:

ABSENT:

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

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District of Orange County, California, and secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board at the regular meeting thereof held on the 16th day of February 2023, and passed by a roll call vote of all members of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 16th day of February 2023.

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

EXHIBIT "A"

NOTICE OF EXEMPTION

Notice of Exemption

To: [ ] Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

From: Anaheim Union High School District
501 North Crescent Way
Anaheim, CA 92801

[X] County Clerk-Recorder
County Admin. South Building
601 N. Ross Street
Santa Ana, CA 92701

Project Title: Western High School Practice Field Project

Project Applicant: Anaheim Union High School District

Project Location – Specific: Western High School - 501 S. Western Avenue, Anaheim, CA 92804

Project Location – City: Anaheim Project Location – County: Orange

Description of Nature, Purpose, and Beneficiaries of Project:
Renovation of an existing, fenced-in athletic field with artificial turf and four field lights and a scoreboard, construction of an observational press box, addition of metal shade structures with lighting, cameras, and Wi-Fi, installation of tiered bleachers under the metal shade structures, construction of a modular concession building with restroom facilities, installation of an entry canopy, marquee, and fencing, landscaping and access improvements, addition of high netting, a flagpole and a storm and rainwater retention system. See Resolution.

Name of Public Agency Approving Project: Anaheim Union High School District

Name of Person or Agency Carrying Out Project: Anaheim Union High School District

Exempt Status: **(check one):**

- [ ] Ministerial (Sec. 21080(b)(1); 15268)
- [ ] Declared Emergency (Sec. 21080(b)(3); 15269(a))
- [ ] Emergency Project (Sec. 21080(b)(4); 15269(b)-(c))
- [X] Categorical Exemption. State type and section number: §15301, §15302, §15311[a], §15314
- [ ] Statutory Exemptions. State Code number:

Reasons why project is exempt:
Replacement of the athletic field and minor additions of bleachers, press box, metal shade structures, concessions/restrooms, entry, and associated site work are minor repairs and alterations of an existing public school campus involving no expansion of use that will have the same purpose and capacity, and will not increase student capacity. See Attached Resolution.

Lead Agency
Contact Person: Patricia Neely Area Code/Telephone/Extension: (714) 999-3505

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a notice of exemption been filed by the public agency approving the project? [ ] Yes [ ] No

Signature: _____ Date: 2 / 17 /2023 Title: Assistant Superintendent, Business
Nancy C. Nien

[X] Signed by Lead Agency [ ] Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

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

Approval of Notice of Exemption for the Magnolia High School HVAC and Ventilation Improvements Project

RESOLUTION NO. 2022/23-F-07

February 16, 2023

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

WHEREAS, on June 16, 2022, the Anaheim Union High School District's (District) Board of Trustees (Board) approved the District's Facilities Master Plan (FMP) to address the facilities needs of the District over the next ten years; and

WHEREAS, the District owns and operates Magnolia High School, located at 2450 West Ball Road, in the City of Anaheim, County of Orange, State of California; and

WHEREAS, capital improvement projects at Magnolia High School are identified in the approved FMP; and

WHEREAS, the Magnolia High School HVAC and Ventilation Improvements Project (Project) is consistent with the intent of the approved FMP; and

WHEREAS, on February 16, 2023, the Board ratified the award of a public works contract for the Project; and

WHEREAS, the scope of the Project consists of the replacement and improvements of the HVAC and ventilation systems throughout the school; and

WHEREAS, the Board has determined that the Project is categorically exempt from the provisions of the California Environmental Quality Act of 1974 ("CEQA"), Public Resources Code Sections 21000 et seq., as amended, pursuant to Title 14, Sections 15301, 15302, and 15303 of the California Code of Regulations, as the Project consists of the replacement and improvement of mechanical equipment; minor alterations of existing public structures and facilities involving negligible or no expansion of use; the replacement of utilities involving negligible or no expansion of capacity; and the installation of small new equipment in small structures; and

WHEREAS, the combined effect of the different types of CEQA exemptions enumerated above places the Project as a whole outside the purview of CEQA (Surfrider Foundation v. California Coastal Commission (1994) 26 Cal.App.4th 151).

NOW, THEREFORE BE IT RESOLVED, the Board of Trustees of the Anaheim Union High School District hereby resolves and declares, as follows.

Section 1. The Notice of Exemption attached hereto as Exhibit "A" and incorporated herein by reference is approved and adopted.

Section 2. The superintendent or his designee is hereby authorized and directed to cause the Notice of Exemption to be executed and timely filed with the Orange County Clerk-Recorder.

The foregoing resolution was passed and adopted at the regular meeting of the Board of Trustees on February 16, 2023, by the following roll call vote.

AYES:

NOES:

ABSTAIN:

ABSENT:

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

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District of Orange County, California, and secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board at the regular meeting thereof held on the 16th day of February 2023, and passed by a roll call vote of all members of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 16th day of February 2023.

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

EXHIBIT "A"

NOTICE OF EXEMPTION

Notice of Exemption

To: [ ] Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

From: Anaheim Union High School District
501 North Crescent Way
Anaheim, CA 92801

[X] County Clerk-Recorder
County Admin. South Building
601 N. Ross Street
Santa Ana, CA 92701

Project Title: Magnolia High School HVAC and Ventilation Improvements Project

Project Applicant: Anaheim Union High School District

Project Location – Specific: Magnolia High School, 2450 W. Ball Road, Anaheim, CA 92804

Project Location – City: Anaheim Project Location – County: Orange

Description of Nature, Purpose, and Beneficiaries of Project:
The Project consists of the replacement of HVAC equipment and ventilation improvements at Magnolia High School. The beneficiaries will be the students, parents, staff, teachers, and administrators.

Name of Public Agency Approving Project: Anaheim Union High School District

Name of Person or Agency Carrying Out Project Anaheim Union High School District

Exempt Status: **(check one):**

[ ] Ministerial (Sec. 21080(b)(1); 15268)
[ ] Declared Emergency (Sec. 21080(b)(3); 15269(a))
[ ] Emergency Project (Sec. 21080(b)(4); 15269(b)-(c))
[X] Categorical Exemption. State type and section number: Please refer to the Attachment to NOE
[ ] Statutory Exemptions. State Code number:

Reasons why project is exempt:
The replacement of HVAC equipment and ventilation improvements at Magnolia High School is categorically exempt pursuant to Section 15301, as it consists of minor alterations of existing structures, facilities, and mechanical equipment involving negligible or no expansion of existing or former use; Section 15302, as it consists of existing utility systems on the same site and will have the same purpose and capacity; and, Section 15303, as it consists of the installation of small new equipment in existing structures.

Lead Agency
Contact Person: Patricia Neely Area Code/Telephone/Extension: (714) 999-3505

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a notice of exemption been filed by the public agency approving the project? [ ] Yes [ ] No

Signature: Nancy C. Nien Date: 2 / 17 /2023 Title: Assistant Superintendent, Business

[X] Signed by Lead Agency [ ] Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR:

ATTACHMENT TO NOTICE OF EXEMPTION
Anaheim Union High School District
Magnolia High School HVAC and Ventilation Improvements Project

Description of Nature, Purpose, and Beneficiaries of Project: The project includes (1) Replacement of existing HVAC equipment in kind; (2) Replacement of gas-powered equipment with electric to meet future electrification requirements; and (3) Ventilation improvements.

Exempt Status: Categorical Exemption. State type and section number: Sections 15301 (Existing Facilities); 15302 (Replacement or Reconstruction); and 15303 (Installation of New Small Equipment).

Reasons why project is exempt:
The Project components are exempt from the California Environmental Quality Act ("CEQA") for the reasons elaborated upon below. Moreover, the Project as a whole is exempt from CEQA because the Project components do not have the potential for causing a significant effect on the environment, whether individually or collectively. The combined effect of the different types of CEQA exemptions enumerated below places the Project as a whole outside the purview of CEQA. (Surfrider Foundation v. California Coastal Commission (1994) 26 Cal.App.4th 151.) The Project therefore does not require CEQA action beyond this Notice of Exemption.

(1) The replacement of the HVAC equipment in kind is categorically exempt pursuant to Section 15301, as it consists of minor alterations of existing public facilities involving no expansion of use.

(2) The replacement of gas-powered equipment with electric to meet future electrification requirements is categorically exempt pursuant to Section 15302, as the utility systems are on the same site and will have the same purpose and capacity.

(3) The ventilation improvements which include the installation of small new equipment is categorically exempt pursuant to Section 15303, as it does not increase the number of or size of existing structures onsite.

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

CAREER AND TECHNICAL EDUCATION MONTH

RESOLUTION NO. 2022/23-E-11

February 16, 2023

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

WHEREAS, February 1 through February 28, 2023, has been designated Career and Technical Education Month by the Association for Career and Technical Education; and

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Anaheim Union High School District Board of Trustees does hereby support and designate February 1 through February 28, 2023, to be "Career and Technical Education Month".

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees on February 16, 2023, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
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) SS
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COUNTY OF ORANGE)

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District of Orange County, California, and secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board of Trustees at the regular meeting thereof held on the 16th day of February 2023, and passed by a roll call vote of all members of said board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 16th day of February 2023.

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

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

National Parent/Teacher Association Founders Day

RESOLUTION NO. 2022/23-E-12

February 16, 2023

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

WHEREAS, the Board of Trustees of Anaheim Union High School District honors the dedication of the Parent/Teacher Association (PTA), which was established more than a century ago; and

WHEREAS, the Founders Day celebration was created in 1910 by Mrs. David O. Mears, a charter member of the National Congress of Mothers founded by Alice McLellan Birney and Phoebe Apperson Hearst in Washington, D.C., in February 17, 1897; and

WHEREAS, in 1925 the organization changed names to the National Congress of Parents and Teachers; and

WHEREAS, in 1970 uniting with the National Congress of Colored Parents, founded by Selena Sloan Butler, and Teachers to become National PTA; and

WHEREAS, through PTA an advocacy has been formed to help enact and enforce laws, children's health is better protected and children are better fed, housed, and educated, with parents more involved in their upbringing; and

WHEREAS, the vision of PTAs founder has been realized in many ways, and now it is up to the present PTA members to continue the vision.

NOW, THEREFORE, BE IT RESOLVED that the Anaheim Union High School District celebrates National Parent/Teacher Association Founders Day, on February 17, 2023, to honor the substantial role that PTA has played locally, regionally, and nationally in supporting parent involvement and working on behalf of all children and families.

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees on February 16, 2023, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
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) SS
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COUNTY OF ORANGE)

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District of Orange County, California, and secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board of Trustees at the regular meeting thereof held on the 16th day of February 2023, and passed by a roll call vote of all members of said board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 16th day of February 2023.

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

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

Black History Month

RESOLUTION NO. 2022/23-E-13

February 16, 2023

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

WHEREAS, the Board of Trustees of Anaheim Union High School District honors the heritage of African Americans and acknowledges their many contributions to our nation; and

WHEREAS, Dr. Carter Godwin Woodson established Black History Week in February, of 1926, choosing a month that marks the birthdays of two important men who greatly impacted the American black population, Abraham Lincoln and Frederick Douglass; and

WHEREAS, in the year 1976, the observance was expanded to Black History Month; and

WHEREAS, this month holds greater significance from the many milestones it contains; on February 23, 1868, the Civil Rights leader and co-founder of the National Association for the Advancement of Colored People (NAACP), W.E.B. DuBois, was born; on February 3, 1870, the 15th Amendment, granting blacks the right to vote, was passed; on February 25, 1870, the first black U.S. Senator, Hiram R. Revels, took his oath of office; on February 12, 1909, the NAACP was founded in New York City; on February 1, 1960, a Civil Rights Movement milestone occurred when a courageous group of black college students began a sit-in at a segregated Woolworth's lunch counter in Greensboro, N.C.; and

WHEREAS, all these events and historic visionary leaders such as Frederick Douglass, Thurgood Marshall, and Dr. Martin Luther King, Jr., blazed a trail for freedom, equality, and opportunity, and symbolize why we celebrate Black History Month; and

WHEREAS, we also remember the life of Coretta Scott King, widow of Dr. Martin Luther King, Jr., who continued her husband's vision of racial peace and nonviolent social change throughout her life;

NOW, THEREFORE, BE IT RESOLVED that the Anaheim Union High School District celebrates Black History Month, February 2023, to honor the many achievements and contributions made by African Americans to our economic, cultural, spiritual, and political development.

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees on February 16, 2023, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District of Orange County, California, and secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board of Trustees at the regular meeting thereof held on the 16th day of February 2023, and passed by a roll call vote of all members of said board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 16th day of February 2023.

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

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

READ ACROSS AMERICA 2023

RESOLUTION NO. 2022/23-E-14

February 16, 2023

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

WHEREAS, the Board of Trustees of the Anaheim Union High School District stands firmly committed to promoting reading as the catalyst for our students' future academic success, their preparation for America's jobs of the future, and their ability to compete in a global economy; and

WHEREAS, the Board of Trustees of the Anaheim Union High School District has provided significant leadership in the area of community involvement in the education of our youth, grounded in the principle that educational investment is key to the community's well-being and long-term quality of life; and

WHEREAS, *Read Across America 2023,* a national celebration of Dr. Seuss's birthday on March 2nd, promotes reading and adult involvement in the education of our community's students;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees calls on the citizens of the Anaheim Union High School District to assure that every student has multiple opportunities to engage in reading;

AND BE IT FURTHER RESOLVED that the Board of Trustees enthusiastically endorses ***Read Across America 2023*** and recommits to engage in programs and activities to make America's children the best readers in the world.

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees on February 16, 2023, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District of Orange County, California, and secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board of Trustees at the regular meeting thereof held on the 16th day of February 2023, and passed by a roll call vote of all members of said board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 16th day of February 2023.

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

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

PRESERVE MUSIC IN OUR SCHOOLS MONTH

RESOLUTION NO. 2022/23-E-15

February 16, 2023

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

WHEREAS, school music programs enhance intellectual development and enrich the academic environment for students of all ages; and

WHEREAS, students who participate in school music programs are less likely to be involved with drugs, gangs, or alcohol and have better attendance in school; and

WHEREAS, the skills gained through sequential music instruction, including discipline and the ability to analyze, solve problems, create, communicate, and work cooperatively, are vital for success in the 21st century workplace; and

WHEREAS, the majority of students attending public schools in inner city neighborhoods have virtually no access to music education, which places them at a disadvantage compared to their peers in other communities; and

WHEREAS, local budget cuts are predicted to lead to significant curtailment of school music programs, thereby depriving millions of students of an education that includes music; and

WHEREAS, the arts are a core academic subject, and music is an essential element of the arts; and

WHEREAS, every student in the United States should have an opportunity to reap the benefits of music education.

NOW, THEREFORE, BE IT RESOLVED by the Anaheim Union High School District Board of Trustees, that music education, grounded in rigorous instruction, is an important component of a well-rounded academic curriculum and should be available to every student in every school; and, that the Anaheim Union High School District Board of Trustees does hereby support and designate March 2023 as Preserve Music in our Schools Month.

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees, on February 16, 2023, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District of Orange County, California, and secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board of Trustees at the regular meeting thereof held on the 16th day of February 2023, and passed by a roll call vote of all members of said board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 16th day of February 2023.

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

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

ARTS EDUCATION MONTH

RESOLUTION NO. 2022/23-E-16

February 16, 2023

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

WHEREAS, Arts Education, which includes dance, music, theater, and the visual arts, is an essential part of basic education for all students, grades one through twelve, to provide for balanced learning and to develop the full potential of their minds; and

WHEREAS, through well-planned instruction and activities in the arts, children develop initiative, creative ability, self-expression, self-reflection, thinking skills, discipline, a heightened appreciation of beauty and cross-cultural understanding; and

WHEREAS, experience in the arts develops insights and abilities central to the experience of life, and are collectively one the most important repositories of culture; and

WHEREAS, many national and state professional educational associates hold celebrations in March focused on students' participation in the arts; and

WHEREAS, these celebrations give California schools a unique opportunity to focus on the value of the arts for all students to foster cross-cultural understanding, to give recognition to the state's outstanding young artists, to focus on the careers in the arts available to California students, and to enhance public support for this important part of our curriculum; and

WHEREAS, the California State Board of Education states in its Arts Education Policy adopted in July 1989 that each student should receive a high quality, comprehensive arts education program based on the adopted visual and performing arts curriculum documents.

NOW, THEREFORE, BE IT RESOLVED that the Anaheim Union High School District Board of Trustees, proclaims the month of March 2023 as Arts Education Month and encourages all educational communities to celebrate the arts with meaningful student activities and programs that demonstrate learning and understanding in the visual and performing arts.

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees, on February 16, 2023, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District of Orange County, California, and secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board of Trustees at the regular meeting thereof held on the 16th day of February 2023, and passed by a roll call vote of all members of said board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 16th day of February 2023.

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

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

WOMEN'S HISTORY MONTH

RESOLUTION NO. 2022/23-E-17

February 16, 2023

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

WHEREAS, American women of every race, class, and ethnic background have made historical contributions to the growth and strength of our Nation in countless recorded and unrecorded ways; and

WHEREAS, American women have played and continue to play a critical economic, cultural, and social role in every sphere of the life of the Nation by constituting a significant portion of the labor force working inside and outside of the home; and

WHEREAS, American women have played a unique role throughout the history of the Nation by providing the majority of the volunteer labor force of the Nation; and

WHEREAS, American women were particularly important in the establishment of early charitable, philanthropic, and cultural institutions in our Nation; and

WHEREAS, American women of every race, class, and ethnic background served as early leaders in the forefront of every major progressive social change movement; and

WHEREAS, American women have been leaders, not only in securing their own rights of suffrage and equal opportunity, but also in the abolitionist movement, the emancipation movement, the industrial labor movement, the civil rights movement, and other movements, especially the peace movement, which creates a more fair and just society for all; and

WHEREAS, despite these contributions, the role of American women in history has been consistently overlooked and undervalued, in literature, teaching, and study of American history.

NOW, THEREFORE, BE IT RESOLVED that the Anaheim Union High School District, is in support of celebrating Women's History Month to honor the many achievements and contributions made by American women, and that the Anaheim Union High School District Board of Trustees does hereby support and designate March 2023 as Women's History Month.

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees, on February 16, 2023, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
)
) SS
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COUNTY OF ORANGE)

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District of Orange County, California, and secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board of Trustees at the regular meeting thereof held on the 16th day of February 2023, and passed by a roll call vote of all members of said board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 16th day of February 2023.

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

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

NATIONAL ATHLETIC TRAINING MONTH

RESOLUTION NO. 2022/23-E-18

February 16, 2023

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

WHEREAS, athletic trainers have a long history of providing quality health care for athletes and those engaged in physical activity based on specific tasks, knowledge and skills acquired through their nationally regulated educational processes; and

WHEREAS, athletic trainers provide prevention of injuries; recognition, evaluation, and aggressive treatment; rehabilitation; health care administration; as well as education and guidance; and

WHEREAS, the National Athletic Trainers' Association represents and supports 35,000 members of the athletic training profession employed in the following settings: professional sports; colleges and universities; high schools; clinics and hospitals; corporate and industrial settings; and military branches; and

WHEREAS, leading organizations concerned with athletic training and health care have joined together in a common desire to raise public awareness of the importance of the athletic training profession and to emphasize the importance of quality health care within the aforementioned settings; and

WHEREAS, such an effort will improve health care for athletes and those engaged in physical activity and promote athletic trainers as health professionals;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Anaheim Union High School District hereby recognizes the month of March as National Athletic

Training Month and encourages all people of Anaheim Union High School District to learn more about the importance of athletic training and to support our athletic trainers.

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees on February 16, 2023, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District of Orange County, California, and secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board of Trustees at the regular meeting thereof held on the 16th day of February 2023, and passed by a roll call vote of all members of said board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 16th day of February 2023.

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

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

SUPPORTING THE DISTRICT'S COMMITMENT TO ENVIRONMENTAL JUSTICE, CLIMATE ACTION, AND SUSTAINABILITY

RESOLUTION NO. 2022/23-BOT-02

February 16, 2023

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

WHEREAS, the mission of the Anaheim Union High School District, in collaboration with the greater community, is to graduate socially aware, civic minded students who are life-ready by cultivating soft and technical skills; and

WHEREAS, the District believes that public schools should enhance and strengthen democracy through cultivation of student voice and agency by, for example, integrating social and environmental justice across all disciplines to equip students to be compassionate leaders who support and advocate for their communities and who serve as stewards for our environment, now and into their future careers and civic life; and

WHEREAS, the impacts of the global climate crisis are unprecedented in scale: shifting weather patterns, extreme weather events, and rising sea levels result in issues such as food and water insecurity, expanding regions of drought and desertification, wildfires, catastrophic flooding, health implications, and massive relocation threatening all children, and particularly children in vulnerable populations in communities without resources to adapt to or mitigate such challenges or relocate away from them; and

WHEREAS, the climate crisis creates a sense of urgency to protect the natural systems upon which all life depends, and it is imperative to approach current and future challenges with a solutions and resilience-oriented mindset to manage the impact of natural and anthropogenic (human-made) hazards and make schools models of sustainable, inclusive, and innovative programs committed to taking informed action; and

WHEREAS, since 1992 the United Nations (UN) Framework Convention on Climate Change has brought together nearly every country for annual climate summits to seek agreements on climate change, leading to the Kyoto Protocol and Paris Agreement, the inclusion of youth advocacy via the UN Climate Change Conference of Youth, and the adoption of Sustainable Development Goals, a universal call to action to end poverty, protect the planet, and ensure that by 2030 all people enjoy peace and prosperity; and

WHEREAS, despite the ongoing discussion, the UN Global Youth Statement in 2021 recognized the need for, and demand that climate *justice* be at the core of decisions at climate gatherings, progress be made transparent, and youth voice be actively and meaningfully included in the decision-making; and

WHEREAS, the National Oceanic and Atmospheric Administration has developed curriculum guidelines for ocean and climate literacy education; the Ocean Literacy Framework aims to increase understanding of the ocean's pivotal role in curbing climate change and highlights the relationship between humans and the ocean; and the Climate Literacy: Essential Principles of Climate Science Framework provides a guide for teaching the science behind climate issues and making informed climate decisions; and

WHEREAS, California is a committed leader in combating the climate crisis as evident in climate change strategy, legislation, and integration and support of environmental literacy into state curriculum, including, for example, the California Global Warming Solutions Act, which sets a carbon neutral goal by year 2030 and requires carbon emission reductions produced through district operations such as transportation, buildings, waste, and food; the Organic Waste Methane Emissions Reduction Act, which sets goals for the state to reduce organic waste disposal in landfills, including edible food, and provides that school districts implement a composting program themselves or with their waste services providers; and the Environmental Education Senate Bill, which approved the Environmental Principles and Concepts to further environmental literacy through the California frameworks for History-Social Science, Science, and Health; and

WHEREAS, the University of California and California State University systems relaunched their innovative partnership in 2022 called the Environmental and Climate Change Literacy Projects (ECCLPs), to advance PK-12 education in climate and environmental literacy, justice, and action as part of the solution for bending the curve towards achieving climate stability and environmental sustainability; and

WHEREAS, the District celebrates the integration of environmental literacy into instructional experiences, together with continued work within and beyond the classroom to help move the needle by, for example, investigating real-world environmental issues, developing soap box speeches, and supporting civic action projects, efforts which have contributed to 17 comprehensive sites receiving distinction as California Democracy Schools, annual civic awards of distinction across the district, and Katella High School receiving the Green Ribbon Award in 2022, the highest achievement given to schools by the U.S. Department of Education for excellence in resource efficiency, health and wellness, and environmental and sustainability education; and

WHEREAS, the District celebrates existing and ongoing environmental infrastructure projects, including, for example, clean energy alternatives via solar panel array installation in parking lots across the district and integration of electric buses in the transportation fleet; improved indoor air quality via replacement of older HVAC units; improved access to filtered drinking water and plastic bottle waste reduction via installation of touch free dispensers District-wide; water conservation via web based weather monitoring irrigation controllers, drought tolerant landscaping, mulch ground covering, and an irrigation pump system installation to reduce our water window, thus conserving both water and energy; and waste reduction by our food services team via sorting compostable food scraps.

NOW, THEREFORE BE IT RESOLVED, while recognizing that climate risk cannot be reduced to zero, the Board of Trustees aims to help District communities manage and respond to climate challenges with resilience; and

BE IT FURTHER RESOLVED, the Board of Trustees supports the Superintendent's continued engagement with staff, students, families, and community members, as appropriate, to identify and promote learning opportunities within and beyond the traditional classroom setting to enhance and increase environmental and climate literacy, justice, and action; purchase, develop, offer and provide associated professional learning opportunities; expand environmentally related AIME experiences; identify ways to increase regenerative and sustainable practices in district business operations; and further the District's relationship with the University of California and California State University as part of the ECCLPs initiative; and

BE IT FURTHER RESOLVED, staff will provide an annual report to the Board of Trustees on the progress of environmental and climate literacy, justice, and action curricular projects and collaborations, updates on regenerative and sustainable practices in District operations, and next steps to build on the goals outlined in this resolution.

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees on February 16, 2023, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District of Orange County, California, and secretary to the Board of Trustees therefore, 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 16th day of February 2023 and passed by a roll call vote of all members of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 16th day of February 2023.

_____

Michael B. Matsuda
Superintendent and
Secretary to the Board of Trustees
Anaheim Union High School District

EXHIBIT O

Anaheim Union High School District

Magnolia High School New Construction & Modernization

Erickson-Hall Construction Co.

Amendment No. 2

December 22, 2022

This Amendment No. 2 shall be incorporated in those certain documents dated May 27, 2022 entitled, "Construction Services Agreement" ("CSA"). The parties desire to amend the CSA as indicated below. Where any Article or portion is amended or superseded, the balance of that Article or portion not specifically amended or superseded shall remain in effect as originally written. Where any Article or portion thereof is supplemented, that supplement shall be considered added thereto, and the original provisions of the Article shall remain in effect as originally written. Where any Paragraph or Section is referenced, such Paragraph or Section is superseded and replaced by the language herein. This Amendment No.2, taken together with the CSA dated May 27, 2022, represents the new Construction Services Agreement.

I. AMEND THE CONSTRUCTION SERVICES AGREEMENT AS FOLLOWS:

A. Add Articles 3.16, 3.17, 3.18, 3.19, 3.20, 3.21 as follows:

Magnolia High School Modernization – HVAC Replacements (ESSER FUNDS)

The following are established through Contractor's review of the Program, Contract Documents and through Contractor's Due Diligence prior to entering into this Agreement:

3.16 Contract Time is **126** Days.

3.17 Liquidated Damages for overstaying Lease (Art. 18) is **$3,000.00** per calendar day.

3.18 Guaranteed Maximum Price (Art. 5) is **$4,650,607.**

3.18.1 Construction Contingency (within GMP) is **$80,814.**

3.18.2 Errors and Omissions Contingency (within GMP) is **$40,407.**

3.19 The only exception to the GMP is Unforeseen Underground Conditions, and District Contingency for Owner requested extras as follows:

3.19.1 District's Contingency (Art. 8) is **$46,506.** District Contingency is carried outside of the GMP.

3.19.2 Unforeseen Allowance is **$93,012.** Unforeseen Allowance is carried outside of the GMP.

3.20 The Contractor's fee for this Project is **Three Point Seventy-Five** percent **(3.75%)** and is included in the GMP.

3.21 Guaranteed Maximum Price (Art 5) for **New Construction & Modernization, Pool Restoration and HVAC Replacements** combined is **$49,277,391**.

End of Amendment No. 2

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, executed this Construction Services Agreement Amendment as of the day and year first above written.

CONTRACTOR	DISTRICT:
ERICKSON-HALL CONSTRUCTION CO.	**ANAHEIM UNION HIGH SCHOOL DISTRICT**
By:_____ Justin Sinnott, Vice President Erickson-Hall Construction Company	By:_____ Nancy Nien Assistant Superintendent, Business Services

Erickson Hall Construction Co.
MHS ESSER HVAC Replacement
Project Cost Summary - REVISED
Final Revision 1/11/23

Erickson-Hall Construction

#	TRADE SCOPE	COST
1	Abatement and Demo	$ 39,800
2	Fencing	$ 5,945
3	Structural Steel & Metal Deck	$ 193,200
4	Rough Carpentry	$ 145,732
5	Roofing	$ 209,270
6	Painting & Drywall	$ 134,710
7	Plumbing	$ 375,000
8	HVAC	$ 2,379,985
9	Electrical	$ 316,425
10	Final Clean	$ 35,908
11	Site Specific Conditions	$ 40,374
12	Quad Handrail	$ 164,369
12	**SUBTOTAL**	**$ 4,040,718**
13	General Conditions	$ 213,660
14	***Contractor Contingency (2%)***	$ 80,814
15	***Errors & Ommissions Cont. (1%)***	$ 40,407
16	GC Fee (3.75%)	$ 159,539
17	Insurance (1.6%)	$ 70,623
18	Performance & Payment Bond (1%)	$ 44,845
19	**PROJECT COST TOTAL**	**$ 4,650,607**

ANAHEIM UNION HIGH SCHOOL DISTRICT

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement ("Agreement") is made as of the 16th day of February, 2023, between the Anaheim Union High School District ("District") and Awareness in Motion LLC (formerly known as MindKind Institute 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 January 15, 2023 through June 30, 2023.

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:

X Signed Agreement
X Insurance Certificate(s) and Endorsements (Section 10)
X Criminal Background Investigation Certification(s) (Section 16)
X W-9 Form

4. **Compensation**. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee of One hundred nine thousand and two hundred fifty Dollars ($109,250.00) 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 Is this Contractor interacting with students? Yes ☐ No ☒ For interaction with 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.

10.1.3 Workers' Compensation/Employers Liability Insurance. A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with $250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the District that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the District's Director of Risk Management.

10.1.4 Automobile Liability Insurance. Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars ($1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars ($2,000,000) for bodily injury and property damage per occurrence.

10.1.5 Umbrella Liability Insurance. An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

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 department or District)

Professional Liability – Professional Liability Insurance with limits of not less than one million ($1,000,000) per claim or occurrence and two million ($2,000,000) aggregate limits OR

Errors and Omissions Liability Insurance with limits of not less than one million ($1,000,000) and two million ($2,000,000) aggregate limits OR

Directors and Officers Insurance coverage with limits of not less than one million ($1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the District

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.

The coverage described above is not required for contractors or consultants providing services which are not relied upon by District departments for decision making. These would include trainers or instructors, expert witnesses, statisticians, etc.

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 Waiver of Subrogation. 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.

10.2.4 Policies Primary and Non-Contributory. All policies required herein are to be primary and noncontributory with any insurance or self-insurance programs carried or administered by the District.

10.2.5 All policies shall be written on an occurrence form.

10.2.6 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.

10.2.7 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.

11. Compliance With Laws, Rules, and Regulations. Contractor shall observe and comply with all rules and regulations 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 interacting with students, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee? Yes ☐ No ☒ Pursuant to Education Code section 45125.1, any entity that has a contract with a local educational agency shall ensure that any employee who interacts with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, has a valid criminal records summary by submitting employee fingerprints to the California Department of Justice. The Contractor shall not permit any employee to interact with District students until such time as the Contractor has certified in writing, using the District's approved criminal records certification form, that neither it nor any of its identified employees has 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**. The 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: Dr. Jaron Fried
501 N. Crescent Way
Anaheim, CA 92801
Phone: 714-999-3557
Email: fried_ja@auhsd.us

Contractor
Awareness in Motion LLC
Attn: David Yuan
133 Roast Meat Hill Rd
Killingworth, CT 06419
Phone: (408) 314-9815
Email:dyuan@awarenessinmotion.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 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: 2/17/23

By: _____

Print Name: Dr. Jaron Fried

Title: Assistant Superintendent, Ed. Division

Awareness in Motion LLC

Date: January 3, 2023

By: 

Print Name: David Yuan

Title: Managing Partner

EXHIBIT A

Provide a 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:

Contractor shall:

Service	Description
1-1 Executive Coaching Program	An executive 1-1 coaching program for 10 senior AUHSD admin leaders, which includes one in-person kick-off retreat in Anaheim, CA plus eight 1-1 coaching sessions per leader held on zoom.
Training Key Leaders to Facilitating MindKindness Practices	• Three sessions for designated AUHSD leaders who want to learn how to lead MindKind practices or MindKind-inspired practices with their staff. • 90-minute per session, plus some assignments. ○ Assignments include reading and writing based on the facilitation training materials we provide and submitting facilitation recordings to a supervisor for feedback.
The Academy for Developing Transformative 5C Leaders	Provide the Academy program to the next cohort of 3-5 AUHSD school sites utilizing the I-WE-IT curriculum. Leaders develop self-awareness, then relational awareness, and then systems awareness. They learn to embody and model the stance that helps them become the 5Cs. They learn to relate to one another more effectively, consciously, and compassionately. They learn how to integrate into everyday school functioning and take the agency to create a project to systematize this into their school's culture. This program starts with an in-person retreat in Anaheim, CA and then a three-phase program that spans an entire school year which will be held virtually on zoom. Phases 1 and 2 are 12 sessions each. Phase 3 is 6 sessions. Each session is 60 minutes long.

Qualifications of the Contractor	**The contractor's experience spans** Fortune 500s, non-profits, K-12 schools, universities, and intergovernmental organizations. We have worked with AUHSD since 2016. **The contractor's team is diverse, consisting of** leading university-level educators, executive coaches, psychotherapists, movement coaches, yoga teachers, and mindfulness facilitators. **The contractor's backgrounds bring in** psychology, emotional intelligence, organizational development, leadership and adult development, somatic psychology, trauma-informed practices, systems thinking, family systems, mindfulness, and various movement systems.

ANAHEIM UNION HIGH SCHOOL DISTRICT

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement ("Agreement") is made as of the 16th day of February, 2023, between the Anaheim Union High School District ("District") and Reveille, Inc., ("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 February 17, 2023 through December 31, 2023.

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:

X Signed Agreement
X Insurance Certificate(s) and Endorsements (Section 10)
X Criminal Background Investigation Certification(s) (Section 16)
X W-9 Form

4. **Compensation**. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee of not to exceed one hundred fifteen thousand Dollars ($115,000) 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 Is this Contractor interacting with students? Yes ☐ No ☒ For interaction with 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.

10.1.3 Workers' Compensation/Employers Liability Insurance. A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with $250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the District that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the District's Director of Risk Management.

10.1.4 Automobile Liability Insurance. Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars ($1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars ($2,000,000) for bodily injury and property damage per occurrence.

10.1.5 Umbrella Liability Insurance. An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

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 department or District)

Professional Liability – Professional Liability Insurance with limits of not less than one million ($1,000,000) per claim or occurrence and two million ($2,000,000) aggregate limits OR

Errors and Omissions Liability Insurance with limits of not less than one million ($1,000,000) and two million ($2,000,000) aggregate limits OR

Directors and Officers Insurance coverage with limits of not less than one million ($1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the District

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.

The coverage described above is not required for contractors or consultants providing services which are not relied upon by District departments for decision making. These would include trainers or instructors, expert witnesses, statisticians, etc.

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 Waiver of Subrogation. 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.

10.2.4 Policies Primary and Non-Contributory. All policies required herein are to be primary and noncontributory with any insurance or self-insurance programs carried or administered by the District.

10.2.5 All policies shall be written on an occurrence form.

10.2.6 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.

10.2.7 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.

11. Compliance With Laws, Rules, and Regulations. Contractor shall observe and comply with all rules and regulations 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 interacting with students, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee? Yes ☐ No ☒ Pursuant to Education Code section 45125.1, any entity that has a contract with a local educational agency shall ensure that any employee who interacts with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, has a valid criminal records summary by submitting employee fingerprints to the California Department of Justice. The Contractor shall not permit any employee to interact with District students until such time as the Contractor has certified in writing, using the District's approved criminal records certification form, that neither it nor any of its identified employees has 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**. The 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: Jaron Fried
501 N. Crescent Way
Anaheim, CA 92801
Phone: 714-999-3557
Email: melena_ma@auhsd.us

Contractor
Reveille, Inc.
Attn: Brenda Springer
150 Paularino Ave, Bldg B
Costa Mesa, CA 92626
949-629-3239
Email: brenda@reveilleinc.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 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: 2/17/23

By: _____

Print Name: Dr. Jaron Fried

Title: Assistant Superintendent, Education

Reveille, Inc.

Date: 1/25/23

By: _____

Print Name: Brenda Springer

Title: CEO

EXHIBIT A

Provide a 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:

Contractor shall:

Reveille, Inc., (Reveille) is a branding and marketing communications agency that has guided local and global nonprofits, consumer brands, and corporations in developing branding, as well as marketing plans. Reveille has successfully worked with local nonprofits such as the Boys and Girls Clubs of Central Orange Coast, CHOC, Healthy Smiles, and Orange County United Way. Reveille, Inc., will provide the following deliverables: branding and marketing plan, logo development, style guide and graphic guidelines, email campaign, video, and website redesign. The services being offered are highly specialized and require the expertise of a company that has proven experience with large local nonprofit organizations.

Santa Clara County Office of Education

Memorandum of Understanding
between
Santa Clara County Office of Education
and
Anaheim Union High School District

This Memorandum of Understanding (MOU), hereinafter referred to as the "Agreement", is between the Santa Clara County Office of Education (SCCOE) and Anaheim Union School District (the "Agency"). SCCOE and the Agency can each be referred to as the "Party" or collectively as the "Parties" for the purpose of this Agreement.

1. Overview

This Agreement outlines the responsibilities and commitments of each Party regarding the participation in Pilot School Health Demonstration Project**.**

2. Goals

☒ Improve access to inclusive, equitable, high-quality education.
☒ Provide quality support to districts, schools, students, and communities.
☒ Be a premier service organization.

3. Responsibilities

3.1. The Agency Responsibilities:

1. Assemble a team consisting of but not limited to: School-Based Billing Coordinator, Leadership Team representative, Fiscal Personnel representative, Service Provider representative, and a Collaborative representative
2. Complete all pre-work and post- work assignments for all coaching sessions within agreed upon timelines.
3. Complete a needs assessment developed by the SCCOE that may include but not limited to the following:
    a. Surveys
    b. Interviews of relevant staff
    c. A medical billing audit to evaluate past billing claims, Cost Reimbursement Comparison Schedule (CRCS) forms, & eligible school expenditures
    d. Review of current billing practices and partnership agreements with contracted service providers
    e. Review of current participation in the Local Education Area Medi-Cal Billing Options Program (LEA BOP) and School-based Medi-Cal Administrative Activities (SMAA) Program
4. The LEA will collaborate with SCCOE to establish data collection that includes but is not limited to the following:

a. Data on any increases in the level of health and mental health services provided to pupils in the LEA

b. Data on improved measurable outcomes for pupils

c. Data on increased funding secured

d. Plans for the ongoing sustainability of health and mental health services beyond the pilot project period

5. The LEA commits to sharing data with the SCCOE by June 30, 2024 in order to complete the Technical Assistance Summary Report due to CDE by September 1, 2024. The LEA understands that the data requested may change based on CDE requirements and the LEA and SCCOE will work together to revise the data sharing plan in the event of a change in requirements. The data requested by the SCCOE will include but will not be limited to:

    a. Increases in the level of health and mental health services provided to pupils;

    b. Improved measurable academic and behavioral outcomes for pupils;

    c. Increased funding secured;

    d. Plans for ongoing sustainability of health and mental health services beyond the pilot project period; and

    e. Recommendations on maximizing federal reimbursement and other revenue sources to provide effective health and mental health services to pupils.

6. The LEA commits to sharing data with the SCCOE and California Department of Education by October 1, 2024, to include all the following components in the Technical Assistance Summary Report to the Legislature by January 1, 2025:

    a. Best practices developed by LEAs that ensure every pupil receives an uninterrupted continuum of effective care services.

    b. Program requirements and support services needed for the LEA BOP and SMAA program, and medically necessary federal EPSDT benefits, to ensure ease of use and access to LEAs.

    c. Total dollars drawn down from federal sources by LEAs participating in the pilot project.

    d. The number of pupils receiving health and mental health services by participating LEAs throughout the course of the pilot project, including breakdowns by subgroups, and measurable improved outcomes for those pupils.

    e. Recommendations for expanding the program statewide, including an estimate of the cost of fully funding an ongoing technical assistance and support program on a statewide basis.

    f. Strategies for working with DHCS to coordinate, streamline, and prevent the duplication of Medi-Cal covered services.

    g. Recommendations on specific changes needed to state regulations or statute, the need for approval of amendments to the state Medicaid plan or federal waivers, changes to implementation of federal regulations, changes to state agency support and oversight, and associated staffing or funding needed to implement recommendations.

3.2. The SCCOE Responsibilities:

1) The SCCOE shall Support the LEA in conducting a needs analysis of all the following related to the pilot participant:

   a) The need for health & mental health services for pupils.

   b) The current capacity within the LEA to meet those needs.

   c) Current participation in the LEA BOP and the SMAA Program.

   d) The barriers to participating in the LEA BOP & SMAA Program.

   e) Any existing partnerships with the county agencies or community-based organizations to provide health & mental health services to pupils.

2) Work with LEA staff to establish or expand the expertise necessary to maximize federal reimbursement revenue through an analysis of past claims and review eligible school expenditures to ensure the maximum usage of potential Medi-Cal reimbursements, including EPSDT services provided to eligible pupils.

3) Facilitate the exploration of opportunities to collaborate with county mental health plans, Medi-Cal managed care plans, and private health care service plans and health insurers to establish partnerships through a MOU or other means to coordinate the funding and provision of health and mental health services to pupils.

4) Provide resources related to generating revenue for school-based health and behavioral health programs including but not limited to billing.

5) Complete, and provide to the CDE, a final report at the conclusion of the pilot project with data on any increases in the level of health and mental health services provided to pupils in the LEA, any improved measurable outcomes for pupils, increased funding secured, plans for ongoing sustainability of health and mental health services beyond the pilot project period, and recommendations on maximizing federal reimbursement and other revenue resources to provide effective health and mental health services to pupils.

3.3. Shared Responsibilities:

1. Participate in a minimum of twelve (12) up to twenty-four (24) consecutive monthly targeted coaching sessions facilitated by the SCCOE from January 2023 through December 2024.

2. Collaboratively develop and complete the Technical Assistance Summary Report due to CDE by September 1, 2024. The LEA understands that the data requested may change based on CDE requirements and the LEA and SCCOE will work together to revise the data sharing plan in the event of a change in requirements. The data requested by the SCCOE will include but will not be limited to:

a. Increases in the level of health and mental health services provided to pupils;
b. Improved measurable academic and behavioral outcomes for pupils;
c. Increased funding secured.
d. Plans for ongoing sustainability of health and mental health services beyond the pilot project period; and
e. Recommendations on maximizing federal reimbursement and other revenue sources to provide effective health and mental health services to pupils.

3. Collaboratively prepare and submit a budget to the CDE outlining how the LEA's SHDP funds have been budgeted.

4. The SCCOE and LEA will work together to implement a billing program based on information gathered through the needs assessment.

3.4. Delivery of Services and Use of Resources:

1. The SCCOE and LEA will collaboratively coordinate coaching calls.

2. While most coaching sessions and meeting will be conducted virtually, the SCCOE and LEA commit to at least one in-person meeting and no more than 3 in-person meetings.

4. Duration of Agreement

This Agreement begins on January 1, 2023 and ends on January 1, 2025.

5. Articulation of Monies/Compensation

1. The LEA agrees to compensate the SCCOE $100,000 annually.

2. The LEA will remit payment 30 days after receiving the invoice submitted by the SCCOE. The invoice for Year 1 to be sent upon execution of this agreement and the invoice for Year 2 to be sent on or near July 1, 2023.

6. Data Sharing

The services performed under this Agreement include the sharing of non-publicly available employee or student data.

☐ Yes, Data Sharing agreement/form attached

☐ No

7. Termination

Either the Agency or the SCCOE may terminate this Agreement with or without cause upon 60 days advance written notice to the other Party.

If the LEA terminates this agreement with or without cause, the LEA agrees to compensate the SCCOE for the full amount of the agreement ($100,000).

8. Other Terms

8.1. Entire Agreement: This Agreement and its appendices and exhibits (if any) constitute the final, complete, and exclusive statement of the terms of the agreement between the Parties. It incorporates

and supersedes all the agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Agreement.

8.2. Amendments: This Agreement may only be amended by a written instrument signed by the Parties.

8.3. Severability: Should any part of this Agreement between SCCOE and the Agency be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the Agreement, which shall continue in full force and effect, provided that such remainder can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

8.4. Third-Party Beneficiaries: This Agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the Parties.

8.5. Assignment: No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of the other Party.

8.6. Use of SCCOE Name and Logo for Commercial Purposes: Agency shall not use the name or logo of SCCOE or reference any endorsement from SCCOE in any manner for any purpose, without the prior express written consent of SCCOE as provided by the SCCOE's authorized representative, or designee.

8.7. Governing Law, Venue: This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in Santa Clara County.

9. Insurance/Hold Harmless

9.1 Insurance: The SCCOE and the Agency shall maintain a certificate of insurance in the Business Office of each respective office.

9.2 Indemnification: Each Party will defend, indemnify, and hold the other Parties, their officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, employees, or agents.

10. Execution Authority

Each individual executing this Agreement on behalf of a Party represents that they are duly authorized to execute and deliver this Agreement on the entity's behalf, including, as applicable, the Governing Board, Superintendent, Board of Directors, or Executive Director. This Agreement shall not be effective or binding unless it is in writing and approved by the SCCOE's authorized representative, or authorized designee, as evidenced by their signature as set forth in this Agreement.

11. Electronic Signatures/ Signatures

Unless otherwise prohibited by law or SCCOE policy, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document or other format. The term "electronically signed contract" means a contract that is executed by

applying an electronic signature using technology approved by SCCOE.

SCCOE:		**Anaheim Union School District:**	
By:	Signature of Authorized SCCOE Official	By:	Signature of Authorized Agency Official
Name:	Mary Ann Dewan, Ed. D.	Name:	Dr. Jaron Fried
Title:	County Superintendent of Schools	Title:	Assistant Superintendent, Ed. Division
Date:		Date:	2/17/23
Address:	1290 Ridder Park Dr.,	Address:	501 Crescent Way
	San Jose, CA 95131		Anaheim, CA 92801
Phone:	(408) 453-6511	Phone:	714-999-3557
Email:	mdewan@sccoe.org	Email:	melena_ma@auhsd.us

For Contracts Office/Risk Management use only:

RM#:

Date: Signature:

ANAHEIM UNION HIGH SCHOOL DISTRICT

COMMUNITY SCHOOLS SERVICE PROVIDER AGREEMENT

This Community Schools Service Provider Agreement ("Agreement") is made as of the 16th day of February 2023, between the Anaheim Union High School District ("District") and The High School INC. Foundation ("Provider") (each a party, collectively, "Parties") as follows:

1. **Purpose**. Pursuant to Board Policy 91303 and Resolution No. 2021/22-E-24, the District is committed to the implementation of a community schools model, making schools the hub for the community to access basic services on campus, as well as ensuring collaborative leadership practices, family and community engagement practices, and enriched and expanded learning opportunities. Provider is a California non-profit corporation and enters into this Agreement to provide the services ("Services") described herein (Section 3) in furtherance of the District's community schools model.

2. **Term**. The term of this Agreement is from February 16th, 2023 and will automatically renew, unless either party gives a 30-day notice to withdraw from the agreement.

3. **Provider Responsibilities**. Provider shall:

(i) Financial support for the Magnolia Agriscience Community Center (MACC) through private donations, philanthropic supporters, business partners, and/or grant funds from State and federal resources.

(ii) Support and work collaboratively with AUHSD to obtain funding from area businesses, service organizations, community-based organizations, foundations, and all relevant sources.

(iii) AUHSD and the High School Inc. Foundation will work collaboratively to increase the visibility of the MACC by working with the local press, business groups, and by coordinating and/or assisting with community-based fundraising and/or volunteer events.

(iv) Input in an advisory committee in support of MACC Initiatives.

(v) Provide opportunities for students to engage with the community through service and outreach programs.

(vi) Collaborate with AUHSD to develop and implement digital tools to develop student portfolios, Work-Based Learning (WBL) and program monitoring.

(vii) High School Inc. Academies Foundation will provide funding for a program staff or equivalent position, under the direction of the High School Inc. Academies Foundation, who work collaboratively with an equivalent position provided by AUHSD (i.e, Program Coordinator/ Teacher of Special Assignment (TOSA) and serve as a liaison between community members and outside agencies including district colleagues, parents, students, and other staff members in the program.

4. **District Responsibilities**. The District shall:

(i) Provide the necessary administrative and support staff for the MACC.

(ii) Provide the necessary administrative and support staff for the strategic planning for the MACC.

(iii) AUHSD and the High School Inc. Foundation will work collaboratively to increase the visibility of the MACC by working with the local press, business groups, and by coordinating and/or assisting with community-based fundraising and/or volunteer events.

(iv) The strategic planning principles for the design, development, and operation of the MACC.

(vi) Available general and supplemental State and federal funding to be used for the operation of the MACC and shall determine the use of these funds and any other monies raised as described herein in concert with the goals and purposes identified in this agreement.

(vii) Support in order to apply for federal, state, and private grant funding, as it becomes available, to sustain the MACC.

(viii) Representatives from Magnolia High School and District staff will be designated as advisory committee members as needed including administration, teachers, parents, students and other appropriate staff to support the MACC initiatives.

(ix) The necessary physical facilities for the MACC.

5. **Submittal of Documents**. The Provider shall not commence the Services under this Agreement until the Provider has submitted and the District has approved the following:

X Signed Agreement
X Applicable Insurance Certificate(s) and Endorsements (Section 12)
X Applicable Criminal Background Investigation Certification(s) (Section 18)

6. **Compensation**. Provider agrees to provide Services at no cost.

7. **Independent Contractor**. Provider 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. Provider understands and agrees that Provider and all of Provider'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. Provider 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 Provider's employees.

8. **Materials**. Provider shall furnish, at Provider's own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement.

9. **Standard of Care**. Provider's Services will be performed in accordance with generally and currently accepted principles and practices of Provider's profession for services to the public. District will not control or direct performance of the work under the Agreement or in fact.

10. **Audit**. Provider shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Provider transacted under this Agreement. Provider shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter.

11. **Indemnification**. To the furthest extent permitted by California law, Provider shall, at Provider'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 Provider 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 Provider proposes to defend the indemnified parties.

12. **Insurance**.

12.1 The Provider 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.

12.1.1 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.

12.1.2 Is this Provider interacting with students? Yes ☐ No ☐ For interaction with 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, Provider 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.

12.1.3 Workers' Compensation/Employers Liability Insurance. A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with $250,000 limits covering all persons including volunteers providing services on behalf of the Provider and all risks to such persons under this contract.

If Provider has no employees, it may certify or warrant to the District that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the District's Director of Risk Management.

12.1.4 Automobile Liability Insurance. Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars ($1,000,000) for bodily injury and property damage, per occurrence.

If the Provider owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

If the Provider is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars ($2,000,000) for bodily injury and property damage per occurrence.

12.1.5 Umbrella Liability Insurance. An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

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 department or District)

Professional Liability – Professional Liability Insurance with limits of not less than one million ($1,000,000) per claim or occurrence and two million ($2,000,000) aggregate limits OR

Errors and Omissions Liability Insurance with limits of not less than one million ($1,000,000) and two million ($2,000,000) aggregate limits OR

Directors and Officers Insurance coverage with limits of not less than one million ($1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the District

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.

The coverage described above is not required for Providers or consultants providing services which are not relied upon by District departments for decision making. These would include trainers or instructors, expert witnesses, statisticians, etc.

12.2 Other Insurance Provisions. The Provider 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:

12.2.1 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."

12.2.2 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 Provider's insurance policies shall be primary to any insurance or self-insurance maintained by District.

12.2.3 Waiver of Subrogation. The Provider shall require the carriers of required coverages to waive all rights of subrogation against the District, its officers, employees, agents, volunteers, Providers and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Provider and Provider's employees or agents from waiving the right of subrogation prior to a loss or claim. The Provider hereby waives all rights of subrogation against the District.

12.2.4 Policies Primary and Noncontributory. All policies required herein are to be primary and noncontributory with any insurance or self-insurance programs carried or administered by the District.

12.2.5 All policies shall be written on an occurrence form.

12.2.6 The Provider'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.

12.2.7 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.

13. **Compliance With Laws, Rules, and Regulations**. Provider shall observe and comply with all rules and regulations of the District and all federal, state, and local laws, ordinances and regulations. Provider shall give all notices required by any law, ordinance, rule, or regulation bearing on conduct of the Services as indicated or specified. If Provider observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules, or regulations, Provider 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 Provider's receipt of a written termination notice from the District. If Provider performs any Services that are in violation of any laws, ordinances, rules, or regulations, without first notifying the District of the violation, Provider shall bear all costs arising therefrom.

14. **Permits/Licenses**. Provider and all Provider'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.

15. **Safety and Security**. Provider is responsible for maintaining safety in the performance of this Agreement. Provider 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.

16. **Employment With Another Public Agency**. Provider, if an employee of another public agency, agrees that Provider 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.

17. **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 Provider 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.

18. **Fingerprinting of Employees**. Is Provider interacting with students, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee? Yes ☐ No ☐ Pursuant to Education Code section 45125.1, any entity that has a contract with a local educational agency shall ensure that any employee who interacts with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, has a valid criminal records summary by submitting employee fingerprints to the California Department of Justice. The Provider shall not permit any employee to interact with District students until such time as the Provider has certified in writing, using the District's approved criminal records certification form, that neither it nor any of its identified employees has been convicted of a felony, as defined in Education Code section 45122.1.

19. **Assignment/Subcontract**. The obligations of the Provider pursuant to this Agreement shall not be assigned by the Provider.

20. **Termination**. The 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 Provider. The notice shall be deemed given when received or no later than three days after the day of mailing, whichever is sooner.

21. **Limitation of District Liability**. 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.

22. **Confidentiality**. The Provider and all Provider's agents, personnel, employee(s), and/or contractor(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.

23. **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	**Provider**
Anaheim Union High School District	High School INC. Foundation
Attn: Dr. Jaron Fried, Assistant Superintendent	Attn: Mark McLoughlin, High School
Copy: Carlos Hernandez	Inc Board President
501 N. Crescent Way	2995 Airway Avenue Suite B
Anaheim, CA 92801	Costa Mesa, CA 92626
Phone: 714-999-3558	Phone: 714-469-4208
Email:fried_ja@auhsd.us	Email:msmcloughlin@earthlink.net

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.

24. **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.

25. **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 Orange County, California.

26. **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.

27. **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.

28. **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: 2/17/23

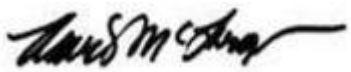
By: _____

Print Name: Dr. Jaron Fried

Title: Assistant Superintendent, Ed. Division

High School INC. Foundation

Date: 1/26/2023

By: 

Print Name: Mark McLoughlin

Title: Board President

PER DISTRICT'S REFERENCE FOR THEIR PURCHASE

EXHIBIT T

Pathful

Order Form

(valid for 30 days)

Customer
Amy Kwon
kwon_a@auhsd.us
Anaheim Union High School District
8132 Walker St.
La Palma, CA 90623
(714) 966-4092

Pathful, Inc.
750 N Saint Paul St Ste 250
PMB 63880
Dallas, TX 75201-3206

E: ar@pathful.com
P: 888-908-4924
F: 828-348-1770

Order No
NV3430C3F3

Date
10/13/2022

Pathful, the complete college and career readiness system, helps students decide what they want to be, what they need to learn, and who they need to know to prepare for life beyond the classroom. Now, one place to get college & career awareness, planning, exploration and live connections for a more insightful, impactful and meaningful experience.

SITE PURCHASE AND SUBSCRIPTION SERVICES

Subscription period of 36 months beginning: 01/03/23

Software License Type	Description	Qty	Unit Price	Amount
Pathful Explore + Pathful Connect Bundle 1601-2000 students	Licensing includes unlimited access to Pathful Explore + Pathful Connect for all teachers and students within each campus/building site. 3 Years: Loara High School	1	$9,500.00	$9,500.00
Pathful Explore + Pathful Connect Bundle 2501+ students	Licensing includes unlimited access to Pathful Explore + Pathful Connect for all teachers and students within each campus/building site. 3 Years: Anaheim High School, 3 Years: Cypress High School	2	$10,000.00	$20,000.00
	.....			.....
	Annual Fees			$29,500.00
	FEES FOR 36 MONTHS			$88,500.00
DISCOUNT	Partnership Discount - paid up front pricing for 3 years			-$8,850.00
			FINAL TOTAL	$79,650.00

SUBSCRIPTION TERMS, CONDITIONS, AND POLICIES:

The Pathful Connect Terms of Use (available at http://nepris.com/terms) and the Pathful Connect Privacy Policy(available at http://nepris.com/privacy) are fully incorporated by reference into this Order Form. Customer's subscription to and use of the Pathful Connect platform is subject to all such terms, conditions, and policies as in effect from time to time.

The Pathful Explore and Pathful Junior Terms of Use (available at https://www.virtualjobshadow.com/resources/terms/) and the Pathful Explore and Pathful Junior Privacy Policy (available at https://www.virtualjobshadow.com/resources/policy/) are fully incorporated by reference into this Order Form. Customer's subscription to and use of the Pathful Explore and/or Pathful Junior platforms is subject to all such terms, conditions, and policies as in effect from time to time.

TECHNOLOGY REQUIREMENTS:

Customer is responsible for making available to users the necessary technology required to access Pathful Connect, Pathful Explore, and other Pathful goods and services. To participate, users will need to have the following:

System Requirements

- An internet connection – broadband wired or wireless (4G/LTE)
- Speakers and a microphone – built-in, USB plug-in and wireless
- A webcam or HD webcam - built-in or USB plug-in
- If using in a classroom setting, projector and screen to display to the class

Supported Operating Systems

- Mac OS X
- Windows 10
- Chromebook
- iOS and Android mobile devices

Supported Browsers - Google Chrome, Safari, Firefox, Microsoft Edge

PAYMENT AND SALES TERMS:

- All fees are in US Dollars and exclude any applicable sales taxes, which are Customer's sole responsibility.
- Payment terms are net 30 (thirty) days from receipt of invoice.
- Subscription fees will be invoiced annually up to 30 (thirty) days prior to the renewal date. If Customer does not want to renew for an additional subscription period, Customer must notify Pathful in writing before the renewal date.
- If this Order Form covers Services with a subscription term of two years or more, each one-year period will be invoiced separately, payable as set forth above.
- For the avoidance of doubt, invoicing or payment frequency will not modify or diminish the full amount of fees payable under this Order Form, and Customer remains responsible for payment of the full amount set forth as total fees payable above regardless of the invoicing or payment frequency.
- Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Services.
- All fees paid are nonrefundable, and goods and services cannot be decreased during an applicable subscription service term.
- Customer shall not transfer or assign any or the goods and services or on this Order Form.
- Customer is responsible for providing complete and accurate contact and billing information, and failure to provide, update or advise Pathful of such information will not waive or diminish Customer's obligations under this Order Form.

INVOICING INFORMATION:

Invoicing Contact Name:	
Invoicing Email Address:	
Invoicing Mailing Address:	

By signing this Order Form, I represent and warrant that the information provided by me on this form is true and accurate and that I am authorized to sign on behalf of Customer and bind Customer to the terms, conditions, and obligations of this Order Form, including any terms, conditions, and obligations of any documents attached to this Order Form or terms or otherwise incorporated by reference. I acknowledge and agree that, by signing below, this Order Form establishes and represents a binding agreement between Customer and Pathful for Customer to receive delivery of the goods and services listed above and to pay the total fees listed above.

☑ My organization requires a Purchase Order (PO). The PO number for this order is SU4T0347

☐ My organization does *not* require a PO.

The terms of this Order Form shall prevail over the terms of any Purchase Order issued by Customer. Pathful reserves the right to reject or rescind any signed Order Form that is not received within 30 (thirty) days from the above date of this Order Form.

AGREED AND ACCEPTED FOR AND ON BEHALF OF CUSTOMER BY:

Signature: _____

Name: Brad Minami

Title: *Director Purchasing, Central Services*

Date: 12/23/22

Anaheim Elementary
SCHOOL DISTRICT

Superintendent
Christopher Downing, Ed.D.

Board of Education
Jackie Filbeck
Ryan A. Ruelas
Juan Gabriel Álvarez
Mark A. Lopez
Dr. Jose Paolo Magcalas

Memorandum of Understanding
TUPE Grant Consortium (2023-26) Collaboration

Michael Matsuda
Superintendent
Anaheim Union High School District
501 N. Crescent Way
Anaheim, CA 92801

Anaheim Elementary School District (AESD) is pleased to support the Anaheim Union High School District (AUHSD) Consortium proposal for the Tobacco-Use Prevention Education (TUPE) Comprehensive Implementation (Grades 6-12, Tier 2) Grant Application (2023-26). With this Memorandum of Understanding, we agree to participate as an active partner to and place a high priority on supporting students to be tobacco and vape-free.

AESD is a diverse family of 24 schools, serving approximately 15,688 PK- 6th grade students in a dynamic, equity based learning community. As one of the largest elementary school districts in California, we offer a broad range of programs and learning opportunities, enhanced by strong support from families and the community. We prepare students to move forward in their secondary education with confidence and enthusiasm.

Our student population is diverse and includes large numbers of high priority populations who pose a risk for tobacco use: 84.2% are Hispanic/Latino, 1.6% African American, 2.7% Vietnamese, 0.2% America Indian/ Alaskan Native, 0.4% Pacific Islander, 1.6% Filipino, 4.2% White. We also have 44% English Learners, and 78.4% of our student body qualifies for Free/Reduced lunch, an indicator of low socioeconomic status.

AESD believes that by participating in the AUHSD TUPE Consortium, our students, particularly our 6th graders, will benefit from a continuum of strategies shared by both school districts to help them to be tobacco and vape-free as they progress in higher grade levels.

Anaheim Elementary School District participating schools in the AUHSD TUPE Consortium agree to follow all requirements of the grant:

- Maintain and enforce the tobacco-free schools policy.
- Implement the TUPE approved prevention programs with fidelity for the general student population.
- Implement the TUPE approved intervention and cessation programs.
- Implement strategies to meet the needs of high priority populations, to include Hispanics/Latinos, African Americans, American Indian and Alaska Natives, Asian Americans and Pacific Islanders, Vietnamese, LGBTQ populations, students in Special Education, and those with low SES (socio-economic status).

1001 S. East Street
Anaheim, CA 92805
Phone 714-517-7500
Fax 714-517-8538
www.aesd.org

Anaheim Elementary
SCHOOL DISTRICT

Superintendent
Christopher Downing, Ed.D.

Board of Education
Jackie Filbeck
Ryan A. Ruelas
Juan Gabriel Álvarez
Mark A. Lopez
Dr. Jose Paolo Magcalas

- Participate in TUPE collaborative process.
- Assign a TUPE School Site Advisor per school site to oversee the TUPE project activities and participate in TUPE Consortium meetings.
- Refuse any funds, educational materials, or services from the tobacco industry or any agency that has received funding from the tobacco industry.
- Participate as needed in external evaluation by researchers as described in the TUPE RFA.
- Provide all required data for TUPE project evaluations.
- Implement the California Healthy Kids Survey (CHKS) for 5/6th graders bi-annually.

Our main objective in applying for Tobacco Use Prevention Education grant is to make tobacco and nicotine less desirable, acceptable and accessible to our students. To do that we propose prevention curriculum, youth engagement activities, intervention/and cessation services and increased awareness of how tobacco and nicotine affects young people. We aspire that with an understanding of the facts, youth will make good choices about tobacco use.

The AUHSD TUPE Consortium is committed to offering all students opportunities to participate in youth-initiated and youth-led anti-tobacco activities that promote a tobacco-free and vape-free lifestyle, while building student leadership skills, school connectedness, academic learning, self-confidence, and a sense of purpose.

We look forward to participating in the project and supporting AUHSD to reduce tobacco-use among youth over the next three school years by collaboratively equipping students, parents, and/or school staff with the skills they need to reduce youth tobacco and e-cigarette/vape use.

Sincerely,

Christopher Downing

Christopher Downing, Ed.D.
Superintendent
cdowning@aesd.org
(714) 517-7510

1001 S. East Street
Anaheim, CA 92805
Phone 714-517-7500
Fax 714-517-8538
www.aesd.org

EXHIBIT V

Anaheim Union High School District (AUHSD)

Initial Proposal to the

Anaheim Personnel and Guidance Association (APGA)

For Negotiations of the 2022-23 Collective Bargaining Agreement

February 16, 2023

AUHSD will open negotiations with APGA subsequent to 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

Article 15 - Health and Welfare

Article 17 – Discipline

Article 20 – Duration

ANAHEIM PERSONNEL AND GUIDANCE ASSOCIATION (APGA)

INITIAL PROPOSAL TO

ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)

FOR THE 2022-2023 SCHOOL YEAR CONTRACT

February 16, 2023

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 2022-2023 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 1 Agreement

Article 2 Recognition

Article 4 Association Rights

Article 5 Reassignment

Article 8 Leaves of Absence

Article 9 Transfer Procedures

Article 10 Working Hours

Article 11 Pupil:Counselor Ratio

Article 14 Wages and Items Related to Wages

Article 15 Health and Welfare

Article 20 Duration

Appendix B,C, I, J as it relates to the appropriate Article above and appendix M.

TENTATIVE AGREEMENT
BETWEEN
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS ANAHEIM HIGH CHAPTER 74
AND
THE ANAHEIM UNION HIGH SCHOOL DISTRICT
2022/23 REOPENER

February 2, 2023

Pursuant to negotiations between the Anaheim Union High School District (District) and the California School Employees Association and its Anaheim Chapter 74 (CSEA), the following Agreement concludes reopener negotiations for 2022-2023. All terms and conditions of the 2020-2023 Agreement between the District and CSEA shall remain in full force and effect, with the following agreed upon by the parties:

ARTICLE 11: WAGES AND ITEMS RELATED TO WAGES

11.1 Salary For the ~~2021-22~~ **2022-23** school year, there shall be a wage increase of **eight percent (8%)** ~~three point five percent (3.5%)~~ applied to the entire classified (CSEA Bargaining Unit) salary schedule referenced herein as Attachment A, inclusive of any and all stipends (increase reflected in Sections 11.9 and 11.14) and longevity flat rate amounts (increase reflected in Sections 11.8, for all bargaining unit members. All ~~2021-22~~ **2022-23** on-going increases to wages, stipends, and longevity flat rate amounts shall include all employees in a regular classified position on or after July 1, ~~2021~~ **2022** and be retroactive to July 1, ~~2021~~ **2022.**

11.9 Night Work Differential

All positions, the regularly assigned time of which requires the unit member to work more than one-half (½) times or more between the hours of 5:00 p.m. and 7:00 a.m., shall be paid $~~149~~**161** per month higher than the salary grade for daytime employees.

11.13 Stipends

11.13.1 Bilingual Pay

~~Memorandum of Understanding Bilingual Status~~

Principals and District department heads shall be aware of employees who have voluntarily tested for and passed competency requirements in a language other than English. If the employee is selected for a bilingual assignment, the employee shall be compensated an additional $~~149~~**161** per month for conversing in a language other than English.

11.13.2 **Licensed Vocational Nurse (LVN) Stipend**

A stipend in the amount of $2,894 (6.32%) will be paid to LVNs. The percentage shall be applied to Step 1 of Range 55 on the Salary Schedule.

11.8 **Longevity**

2% plus $~~572~~**618** after ten (10) years of service with Anaheim Union High School District

4% plus $~~1,703~~**1,839** after fifteen (15) years of service with Anaheim Union High School District

7% plus $~~3,135~~**3,386** after twenty years (20) of service with Anaheim Union High School District

10% plus $~~4,089~~$**4,416** after twenty-five (25) years of service with Anaheim Union High School District

12% plus $~~4,089~~**4,716** additional after thirty (30) years of service with the Anaheim Union High School District.

This TA is subject to all approvals required by CSEA Policy and adoption by the Anaheim Union High School District Board of Trustees.

DATED: 02/02/2023

BY: _____

Heather Huttner
President, Anaheim High Chapter 74

DATED: 2-2-23

BY: _____

Brad Jackson
Assistant Superintendent, HR

DATED: 02/02/23

BY: _____

Karli Nevarez
CSEA Labor Relations Representative

AGREEMENT BETWEEN

ANAHEIM UNION HIGH SCHOOL DISTRICT

AND

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

AND ITS

CHAPTER 74

CLASSIFIED SUPPORT SERVICES

For the Period

July 1, 2020
to
June 30, 2023

Approved by the Board of Trustees: June 17, 2021
For 2020-21

Approved by the Board of Trustees: May 5, 2022
For 2021-22

Approved by the Board of Trustees: Pending
For 2022-23

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C Effects of Layoffs for 2010-2011 School Year (5/26/10)
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I Health and Welfare MOU for 2014 (11/7/13)
J Early Retirement Incentive (12/11/14)
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2 Career Ladder MOU (2/18/03)
3 Prescription Drug Program-Insurance Committee Recommendations MOU (10/5/06)
4 Reduction in Force (8/20/08)
5 Health and Welfare Program Change MOU (12/11/09)
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20 Health and Welfare Cost Containment MOU (5/10/12)

ARTICLE 1: RECOGNITION

The Board recognizes Anaheim Chapter 74, California School Employees Association (CSEA), as the sole and exclusive representative of employees performing services in categories and groupings of positions and classification described as follows:

Included:

ACTIVE	INACTIVE
Accounting Technician	Account Clerk
Administrative Assistant	Administrative Secretary (currently Senior Administrative Assistant)
Administrative Assistant (Bilingual)	ASB Account Clerk (currently ASB Accounting Technician)
Administrative Assistant – Program Support	Braillist (currently Braille Transcriber)
Art Designer	Career Center Technician
ASB Accounting Technician	Computer Lab Assistant
Assessment & Evaluation Technician	Computer Lab Technician
Athletic Trainer	Computer Operator
Behavior Intervention Specialist	Data Entry Technician
Benefits Specialist	District Testing Technician
Benefits Technician	English Learner Program Tech
Braille Transcriber	General Office Clerk (currently Office Assistant)
Business Technician	Health Clerk (currently Health Services Technician I)
Buyer	Health Clerk/Hope
Campus Safety Aide	Health Services Technician III (currently LVN)
Child Welfare and Attendance Liaison	Instructional Assistant-Severely Handicapped
Credentials Technician	Instructional Assistant-Special Education
District Receptionist	Instructional Assistant-Special Education/Bilingual
Facilities Planning Assistant	Intermediate Clerk
Family and Community Engagement Specialist	Instructional Materials Technician
Food Service Accounting Specialist	Paraeducator I
Food Service Technician	Paraeducator II
Health Services Technician I	Payroll Clerk
Health Services Technician II	Personnel Technician (currently Human Resources Technician)
Human Resources Technician	Planning Technician
Information Systems Specialist I	Program Analyst
Information Systems Specialist II	Programmer
Information Systems Technician	Purchasing Clerk
Instructional Assistant	School Community Liaison Bilingual
Instructional Assistant-Adult Transition	Secretary
Instructional Assistant-Behavioral Support	Secretary Clerk I
Instructional Assistant-Mathematics	Secretary Clerk II
Instructional Assistant-Medically Fragile/Orthopedically Impaired	Secretary-Bilingual
Instructional Assistant-Special Abilities	Senior Computer Operator
Instructional Assistant-Deaf/Hard of Hearing	Senior Payroll Clerk
Instructional Assistant-Visually Impaired	Senior Purchasing Clerk
Instructional Assistant-Specialized Academic Instruction	Testing Statistical Technician
Instructional Assistant-Spec Academic Instruction (Bilingual)	Translator Clerk
Instructional Assistant-Student/Parent Liaison	
Instructional Assistant-Student/Parent Liaison-Bilingual	
Instructional Assistant-Bilingual (Arabic)	
Instructional Assistant-Bilingual (Korean)	
Instructional Assistant-Bilingual (Spanish)	
Instructional Assistant-Bilingual (Vietnamese)	
Job Developer/Job Coach	
Language Program Technician	
Language Testing Assistant	

Legal Administrative Assistant
Licensed Vocational Nurse
Network Analyst
Network Technician
Office Assistant
Office Assistant (Bilingual)
Parent Involvement Specialist
Payroll Technician
Procurement Contract Specialist
Programmer Analyst
Publications Technician
Risk Management Technician
School Community Liaison
School Library/Media Technician
Secretary-Attendance
Secretary-Attendance-Bilingual
Secretary-Program Support
Secretary-Program Support-Bilingual
Secretary-Registrar/Records
Secretary-Registrar/Records-Bilingual
Secretary-School Support
Secretary-School Support-Bilingual
Senior Accounting Technician
Senior Administrative Assistant-Program Support
Senior Administrative Assistant-Program Support (Bilingual)
Senior Administrative Assistant-School Support
Senior Administrative Assistant-School Support (Bilingual)
Senior Administrative Assistant-Procurement Specialist
Senior Budget Technician
Senior Credentials Technician
Senior Payroll Tech
Sign Language Interpreter
Speech-Language Pathology Assistant
Systems Administrator
Webmaster
Workability Placement Assistant

Excluded:

Management / Supervisory

Accountant	Accounting Manager
Accounting Supervisor	Assistant Director of Maintenance and Operations
Budget Manager	Catering Manager
Controller	Director of Building Inspection~~s~~
Director of Business Operations	Director of Construction
Director of Facilities and Planning	Director of Human Resources-Classified
Director of Information Systems	Director of Maintenance and Operations
Director of Nutrition Services	Director of Publications
Director of Purchasing and Central Services	Director of Transportation
Educational Technology Supervisor	Family & Student Support Specialist
Food Services Site Manager I	Food Services Site Manager II
Food Services Supervisor	Garage Supervisor
Maintenance Lead	Maintenance Supervisor
Operations Supervisor	Payroll Supervisor
Project Manager	Public Information Manager
Risk Manager	Site Custodial Supervisor I
Site Custodial Supervisor II	Warehouse Supervisor

Confidential Positions

Executive Assistant
Human Resources Specialist
Senior Executive Assistant

AFSCME Positions

Athletic Facilities Worker I	Athletic Facilities Worker II
Audio-Visual Technician	Auditorium Operations Technician
Bus Driver	Custodian
Driver Instructor	Electronics Technician
Equipment Operator	Equipment Repair Mechanic
Food Service Assistant I	Food Service Assistant II
Food Service Assistant III	Food Service Assistant III-Bilingual
Food Service Assistant IV-Food Preparation	Food Service Assistant IV-Food Production Office
Food Service Baker	Food Service Cook
Food Service Equipment Technician	Graphic Art Technician
Grounds Maintenance Worker	Heavy Equipment Operator
HVAC Technician	Instrument Repair Technician
Inventory Control Specialist	Irrigation Systems Technician
Maintenance Carpenter	Maintenance Electrician
Maintenance Floor/Plaster Worker	Maintenance Glazier
Maintenance Locksmith	Maintenance Painter
Maintenance Plumber	Maintenance Service Worker
Maintenance Welder/Fabricator	Mechanic
Microcomputer Technician	Network Technician
Offset Press Operator	Pool Maintenance Technician
School Site Technology Technician	Senior Custodian
Senior Equipment Operator	Senior Graphic Arts Technician
Senior Warehouse Worker-Central Warehouse	Senior Warehouse Worker-Nutrition Services
Shop Equipment Repair Technician	Technology Services Assistant
Transportation Dispatcher	Transportation Operations Specialist
Warehouse Worker-Central Warehouse	Warehouse Worker-Nutrition Services

NON-CLASSIFIED

AVID Tutor	Coaches
Custodian Assistant	Extra Service Specialists
JROTC Instructors	Social Worker Interns
Student Workers (All Programs)	Substitutes

The Association, in turn, recognizes the Board as the duly elected representative of the people and agrees to negotiate exclusively with the Board through the provisions of the Rodda Act. The Association further agrees that it, its members and agents shall not attempt to negotiate privately or individually with any Board member or manager.

The Association agrees that this represents the appropriate unit and that it will not seek by any means, including but not limited to any PERB proceedings to amend or change in any way the unit described herein. However, the Association shall have the right to seek unit clarification by PERB proceedings on any new titled not specified in the above unit description. Nothing agreed to herein will prevent adjustments to the unit to be made by mutual agreement of the District and the Association.

Disputes concerning this Article are not subject to the grievance provisions subject to Article 4.

ARTICLE 2: HEALTH AND WELFARE

2.1 **Primary Benefits**

The Board shall contribute towards the cost of medical, dental, life, vision care, disability, and accidental death /dismemberment insurance benefits for active employees who are within the unit as indicated below:

2.1.1 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 Blue Cross Prudent Buyer Plan, including prescription coverage, in the amount not to exceed the super composite rate established for 2022 of $1,354 per month or $16,244 per year per enrolled unit member.

EPO: EPO insurance for unit members and eligible dependents utilizing Anthem Blue Cross, in the amount not to exceed the super composite rate established for 2022 of $1354 per month or $16,244 per year per enrolled unit member.

Blended Super Composite Rate and Maximum District Contribution: The blended super composite rate shall be the weighted average of the PPO and EPO super composite rates above.

Example:

If 1,238 employees are in the EPO. (46%)

And 1,433 employees are in the PPO. (54%)

Then 46% of $11,808 (2013 EPO super composite rate)= $5432 and 54% of $14,364 (2013 PPO super composite rate) = $7,757.

So, $5432 + $7757 = $13,189 is the 2013 blended super composite rate.

Beginning with the 2022 calendar year, the maximum District contribution to the blended super composite rate will be $16,244. There will be no employee contribution for calendar year 2022.

2.1.2 Life and Accidental Death/Dismemberment Insurance

Life and accidental death/dismemberment insurance for employee and life insurance protection for employee's spouse and eligible children.

2.1.3 Dental Insurance

Dental insurance for employee and eligible dependents (no deductible) $1,500/$1,700 yearly maximum per person including 70

percent coverage for major dental procedures or Delta Care PMI dental insurance.

2.1.4 Vision Care Insurance

Vision health services with special contact lens provisions for employees and eligible dependents.

2.1.5 Plan Administration Services will be provided by Trustmark. Psychological mental health services (Including Alcohol and Drug Abuse Care) will be provided by Anthem Blue Cross, and prescription services will be provided through Express Script, Inc.

2.1.6 Hearing aids and hearing examination for employees only as required by a physician.

2.1.7 Short-term income protection plan, sixty-six and two-thirds (66 2/3) percent benefit, with a maximum monthly benefit of $5,000.00 per month, and a minimum amount of not less than $25.00 per month up to two years with a sixty (60) day waiting period with American Fidelity Assurance as Administrator and Plan Provider.

2.2 **Surviving Dependent Coverage**

In the event an employee expires while in a paid status, currently covered surviving dependents shall be extended District health and dental benefits coverage at District expense for a period of four (4) additional calendar months following the month of the employee's death.

2.3 **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.

2.4 **Self-Insurance Plan**

The District will maintain a self-insurance plan. The contract administrator will be selected by the District after consultation with the District Insurance Committee.

2.5 All eligible employees who retire/terminate from the Anaheim Union High School District shall be eligible to participate in COBRA.

2.6 **Health and Welfare Parity**

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 higher maximum District contribution, the District or CSEA may request, and the other party will agree, to re-open negotiations on Health and Welfare for 2021.

2.7 **Insurance Committee**

The Association may name three (3) regular members to the District Insurance Committee. Attendance at the meetings will not count against union business as described in 14.1. The Insurance Committee will review cost containment measures to reduce the cost of benefits and make recommendations on benefit modifications to the plan.

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.

If such agreement is not reached prior to November 1 of each year, the current benefits plan will carry over to the following plan year and the District is authorized to initiate payroll deductions beginning with the first paycheck in February for the difference between an average of the super composite rates of the PPO and EPO from current year and the average of the super composite rates for the new year.

The District and CSEA agree to negotiate on health and welfare beginning October 2 through October 31 in an effort to negotiate any plan changes or other cost containment measures.

2.8 **Retiree Benefits**

2.8.1 All employees ages 60-65 who are regular classified personnel in the employment of the District and who retire(d) from the District with fifteen (15) or more years of service and who are not otherwise covered by any similar programs provided through social security or other classified retirement plans shall be provided with major medical, including prescription coverage, and dental portions of the fringe benefits compensation package for the retiree only, at no cost to him/her.

Classified employees 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, including prescription coverage, 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 the premium will be based on the regular employee rate established each year by the District's Plan Administrator and the EPO provider.

To remain eligible for the District paid major medical and dental 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.

2.8.2 After meeting the requirements of 2.8.1 employees hired prior to 1979 who retire prior to the age of 60, 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 regular classified employees.

2.8.3 Retirees referred to in the above paragraph who wish to continue participation in the program will be required to make monthly payments, in advance, to the Business Office the difference between the current year costs and the 1979-80 costs. Current differential: $58. for PPO medical, $46.30 for EPO/HMO medical, and $10.40 for dental coverage for employees only.

2.8.4 On the 1st day of the month immediately preceding the date that a retiree attains age 65, or becomes eligible for Medicare whichever occurs first, retiree coverage shall terminate. At this time the retiree is eligible to purchase a Medicare supplement from the District if the retiree is eligible for Medicare.

2.8.5 Members retiring after 1979 shall receive Major Medical and Dental fringe benefits no greater than those offered current, active bargaining classified employees.

2.8.6 Eligible retirees age 65 and older will be provided, at their cost, a medical plan with prescription coverage comparable to the terms in Article 2.1.

2.9 **Eligibility**

All employees in the bargaining unit who work at least four (4) hours per day in a regular classified position shall be covered under the programs provided in Section 2.1 and 2.6 of this Article.

Employees on unpaid leave of absence who wish to participate in the program may do so by depositing their premium costs with the District Business Office.

2.10 **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 American Fidelity Assurance Company, mutually agreed upon by the Association and the District. Participation by bargaining unit members in the plan shall be voluntary.

ARTICLE 3: ORGANIZATIONAL SECURITY

3.1 **Membership Applications and Information about CSEA Dues**

The District shall distribute CSEA-supplied membership applications to new hires (but not make any statement suggesting workers must join). The District shall refer all employee questions about CSEA or dues over to the CSEA Labor Relations Representative.

3.2 **Right to Payroll Deduction**

CSEA shall have the sole and exclusive right to payroll deduction of regular membership dues. The employer shall deduct, in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of CSEA. There shall be no charge by the employer to CSEA for regular membership dues deductions.

3.3 **Revocation of Membership**

The District shall refer all employee requests to revoke membership to the CSEA Labor Relations Representative and shall obtain his/her approval on behalf of the Association before processing any revocation request.

3.4 **Changes in Deductions**

The District shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days or more after such submission.

3.5 **Dues Remissions and Information**

With respect to all sums deducted by the District pursuant to Sections 3.2, 3.3, and 3.4 above, the District agrees to promptly remit such monies to CSEA, accompanied by an alphabetical list of unit members for whom membership fee deductions have been made, and an alphabetical list of unit members for whom no CSEA dues deductions have been made. Both lists will indicate any changes in personnel from the list previously furnished.

3.5.1 The Association agrees to furnish any information needed by the District to fulfill the provisions of the Article.

3.6 **Hold Harmless**

CSEA shall indemnify the District for any claims arising from its compliance with this article. The District shall promptly notify CSEA of any claims or litigation arising from implementation of this article.

ARTICLE 4: GRIEVANCE PROCEDURES

Definition: A grievance is defined as a statement by an employee and/or the Association that the District violated an express term of this Agreement and that by reason of such violation the employee's rights have been adversely affected. (Reference: South Bay USD V. PERB (1991))

4.1 Rights of the Association

4.1.1 Individual Rights - This grievance procedure is not intended to deny the right of any individual to seek a satisfactory resolution of his problem by himself.

4.1.2 If an employee 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 to the proposed adjustment. In any event, an adjustment made pursuant to this 4.1.2 shall not be used by the District as precedent for resolving future grievances or to establish a past practice.

4.2 General Provisions

4.2.1 The grievant shall have the right to be represented in all his/her discussions concerning the grievance by the Association.

4.2.2 Grievances which proceed beyond the informal step shall be in writing on a form to be approved by the Board of Trustees and shall contain a clear, concise statement of the grievance including the specific provisions of this Agreement alleged to have been violated, the circumstances involved, and decision rendered at the informal conferences and the specific remedy sought.

4.2.3 At each step of the formal grievance procedure, unless the parties have mutually agreed to alternate wording, the ultimate disposition shall be rendered by one of the following statements:

4.2.3.1 Grievance sustained.

4.2.3.2 Grievance denied.

4.2.3.3 Grievance sustained in part.

4.2.3.4 In addition to the above, all responses shall contain a statement of the rational for the response.

4.2.4 An appeal by the grievant from the disposition of any step shall be accompanied by the following material:

4.2.4.1 The original grievance.

4.2.4.2 The disposition of the grievance at each step.

4.2.4.3 Any written materials introduced as evidence in lower levels.

4.2.5 During any grievance meetings, only the following participants shall be permitted to attend:

4.2.5.1 The grievant(s).

4.2.5.2 The grievant's representative (maximum of three).

4.2.5.3 The respondent.

4.2.5.4 The respondent's representative (maximum of two).

4.2.5.5 Any witness deemed necessary by either party. At the request of either party, all witnesses for both parties shall be sequestered.

4.2.6 Failure to meet time limits. If a grievance is not processed by the grievant and the Association 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 hereunder may be lengthened or shortened in any particular case only by mutual written agreement. The parties will attempt in good faith to adjust time limit problems which occur after Step 1 as a result of the summer recess, winter or spring break.

4.2.7 The grievant and grievance representative shall be entitled to be present and to participate in all grievance meetings and discussions.

4.2.8 The grievant and necessary witnesses shall be released from assigned responsibility without loss of compensation when participating in grievance meetings held during the school day.

4.2.9 Copies of grievance shall not be placed in the personnel file of the grievant.

4.2.10 The District representative is the chairperson of the meeting. The standard format for a grievance meeting shall be as follows:

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

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

4.2.10.3 Grievant's rebuttal.

4.2.10.4 Respondent's rebuttal.

4.2.10.5 Informal discussion.

4.2.11 For purposes of computing the time limits set forth in this Article, a "day" is any day in which the central administration office is open for business.

4.2.12 The original written remedy sought by the grievant may be modified at any subsequent level, on mutual agreement by both parties.

4.3 **Grievance Procedures**

4.3.1 Step 1 When an employee has a complaint, the complaint may be brought to the attention of the appropriate supervisor in an attempt to resolve the problem informally through discussion.

4.3.2 Step 2 The grievant may present the grievance in writing to the appropriate administrative representative of the Board. Such grievance must be presented within twenty (20) days 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 of the filing of the grievance, a meeting shall be held with the grievant and his/her representative. The respondent shall render the Step 1 disposition within five (5) days after the Step 1 meeting.

4.3.3 Step 3 In the event the grievant is not satisfied with the decision at Step 1, the grievant may appeal the decision in writing to the Superintendent or his/her designee. Such appeal must be made within ten (10) days of the termination of Step 1.

The appeal shall include a copy of the original grievance, the decision rendered at Step 1, and a clear, concise statement of the reasons for the appeal. Step 2 hearings shall be held within ten (10) days of the receipt of the appeal from Step 1.

The Superintendent or designee shall communicate a decision within five (5) days after the date of the Step 2 hearing and such a decision will terminate Step 2.

4.4 **Arbitration**

4.4.1 Submission to Arbitration

If the Association is not satisfied with the decision in Step 3, the grievance may be submitted by the Association to arbitration, provided that notification of the submission to arbitration is given to the Superintendent within fifteen (15) days of the Association's receipt of the Step 3 decision.

4.4.2 Selection of Arbitrator

The Association and the District shall attempt to agree upon an arbitrator. If no agreement is reached within ten (10) days, the parties shall request the Public Employees Relations Board (PERB) to submit to the Association and the District the names of seven (7) arbitrators, all of whom are located in Southern

California, and who are members of the National Academy of Arbitrators. Each party shall alternately strike a name until only one (1) name remains who shall be the arbitrator. The party who strikes the first name shall be determined by lot.

4.4.3 Hearing: Arbitrator's Decision

The arbitrator selected in accordance with paragraph 4.4.2 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 render a decision promptly, but in no event later than thirty (30) days from the deadline for filing post-hearing briefs, whichever occurs later.

4.4.4 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.

4.4.5 Statement of Issues

The arbitrator shall be limited to deciding the issue(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.

4.4.6 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 the Agreement, in respect alleged in the grievance and the appropriate remedy. The decision of the arbitrator shall be based solely upon 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 to the parties by the arbitrator in the same manner as any other collective bargaining agreement under the laws of 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 be fairly 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 on grievances occurring while this Agreement is in effect.

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 expeditious 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.

4.4.7 Rules of Procedure

The arbitrator shall apply the rules of procedures normally followed by arbitrators in Southern California with respect to binding arbitration hearings, opinions and awards pertaining to classified public school employees. 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 by this Article, shall be binding on the Association, the District, and grievant.

4.5 **No Reprisals**

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

ARTICLE 5: WORKING HOURS

5.1 **Workweek**

The employee's regular workweek shall consist of five (5) consecutive days from Monday through Friday, inclusive. It is recognized, however, that the actual workweek is a seven (7) day period, Monday through Sunday, inclusive, and that the Board may assign employees to consecutive workdays other than Monday through Friday within this seven (7) day period. If the District determines that the needs of the District dictates a changing of a regular work week that is different from the initial fixed and ascertainable date of hire, the District shall first solicit volunteers to meet those needs. If no volunteers are forthcoming, the District may impose changes on a seniority based criteria with the least senior employee being affected first, followed by the next senior in successive order until the District's need is met.

5.2 **Work Year**

The length of each employee's work year shall be determined by the District. Any change in the established work year, including the work months, of any unit member shall be negotiated with the association.

Beginning with the 2015-16 school year, the work year for 9-month hourly employees will be increased by two days. The first workday will be two days prior to the first student day.

5.3 **Workday**

The employee's regular workday shall consist of eight (8) hours of work, except that the Board may assign employees to a greater or lesser period of regular daily work whenever the needs of the District so dictate. Any reduction in assigned time shall be accomplished in accordance with the District layoff procedures as stated in the CSEA contract Article 11.20, in effect at the time of the action. In the event of a layoff, the District will meet and negotiate over the effects of the layoff with the Association. (Reference: Newman-Crows Landing USD (1982) PERB 223)

5.4 **In-service Days**

After the first student attendance day in August, on days designated by administrators as teacher training, preparatory or in-service days, which are student nonattendance days, or days which are regular student days classified personnel shall receive regular pay whether or not they are required to report for duty that day. (Ed Code 45203) The District has the option to schedule in-service training or regularly assigned work.

5.5 **Lunch Periods**

Each employee shall be granted an unpaid duty free lunch period of at least one-half (1/2) hour, which shall be scheduled by the immediate supervisor at or about the midpoint of each shift.

5.6 **Rest Periods**

Each bargaining unit employee shall be provided one (1) fifteen (15) minute rest period for each four (4) consecutive hours worked, to be taken at times approved by the immediate supervisor. Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the employee. Paid rest periods may be combined with unpaid lunch breaks through mutual agreement between employee and supervisor. Compensated rest periods shall be taken daily and cannot be carried over day to day.

5.7 **Definitions**

5.7.1 Overtime hours is any time worked in excess of eight (8) hours in any one (1) day and any time in excess of forty (40) hours in any work week.

5.7.2 Overtime rate is equal to one and one-half (1½) times the employee's regular rate of pay.

5.7.3 Additional Hours/Workdays/Work weeks is any time/days/weeks in excess of the employee's Board approved workday, workweek, or work year.

5.7.4 Additional/Dual assignment occurs when the employee is assigned and/or contracted to work more than one position in a different or like classification in a temporary or permanent assignment, at the same or different location and/or department.

5.8 **Additional Hours and/or Assignments**

Any employee assigned to work additional time and/or assignments that are of an on-going nature and/or exceeds twenty (20) consecutive days of working the additional hours/assignments, shall have their work hours/day/year permanently extended to encompass the additional hours/assignment, and the extended hours shall be Board approved and become his/her regular and permanent working hours/day/year.

If an assignment is going to be longer than 20 consecutive days and it is just temporary, then an agreement must be signed by employee and district, stating approximate length of time and that it is on a temporary basis. Time not to exceed one (1) year.

5.8.1 Any CSEA member who is employed 10 or fewer months, who possess the minimum qualifications for summer school and/or ESY senior administrative assistant, may apply. Applicants will be interviewed and a candidate will be selected for each school site hosting a full summer school and/or ESY program.

In the event summer school/ESY begins prior to the conclusion of the newly selected summer school secretary's regular school year work assignment, the overlapping days shall be forfeited, not to exceed three (3) days.

5.9 **Minimum Call-In Time**

Any employee called in to work on a day when the employee is not scheduled to work shall receive a minimum of two (2) hours pay at the appropriate rate of pay under this Agreement.

5.10 **Call Back Time**

Any employee called back to work after having left the work location upon completion of his/her regular assignment shall be compensated for at least two (2) hours of work at the overtime rate, equal to one and one-half (1½) times the employee's regular rate of pay, irrespective of the actual time less than that required to be worked.

5.11 **Reporting Work Hours**

Employees are required to adhere to assigned hours and reporting procedures established by the district, site or department and to report accurately. Impacts and effects of any change in reporting procedures may be negotiated upon request from the Association. Failing to follow procedures, dishonesty or falsifying records will result in disciplinary action up to and including dismissal.

ARTICLE 6: TRANSFER PROCEDURES

6.1 **Definition**

A transfer refers to any District action, either employee initiated or District initiated, which results in the movement of an employee from the position s/he holds immediately preceding such action to another position within the same or within a related job classification but at a different school or District administrative department.

6.2 **Eligibility for Transfer**

The Director of Human Resources – Classified shall determine whether classes are sufficiently related to permit transfer between them. He/she shall consider similarity of duties, minimum qualifications, examination content and occupational group.

6.3 **Effects of Transfer**

Transfer shall be made without change in salary rate, anniversary date, accumulated illness leave, and accumulated vacation credit.

6.4 **Voluntary Transfer**

A permanent employee desiring a voluntary transfer shall submit a request according to these procedures:

6.4.1 A vacancy list will be posted at each site by title, job site or department, hours, and posting date. Vacancies will be updated as necessary.

6.4.2 An employee may apply for a lateral transfer at any time.

6.4.3 When vacancies occur, all employees who are permanent in their classification who have a current "Request for Transfer" on file with the Human Resources Office - Classified and those in the first three ranks on the Promotional Eligibility List will be notified of the vacancy and given the opportunity to interview for the position in accordance with Personnel Commission rules. An appropriate transfer, as determined by the District, may be considered first.

6.4.4 A permanent employee(s) may be transferred at his/her request and for the good of the service from one position to another in the same class at the discretion of the District.

6.4.5 Transfer requests, while on file in the Human Resources Office - Classified, will be kept confidential. Employees may contact the Human Resources Office - Classified to obtain information concerning current openings.

6.4.6 Employees accepting a lateral transfer to the same class must remain in the position one school year before accepting another position in the same classification. All special circumstances will be negotiated between CSEA and the District.

6.4.7 The Human Resources Office - Classified shall notify those individuals interviewed for a specific vacant position of the hiring supervisor's recommendation.

6.4.8 Transfer requests will be kept until the end of the fiscal year in which requested. New transfer requests must be initiated on July 1 or later for the new fiscal year.

6.4.9 Transfer Based on Workload
District reserves the right to accept voluntary transfers based on workload.

6.5 **Involuntary Transfer**

Transfers of employees on a temporary or permanent basis may be initiated by the District management at any time such transfers is in the best interest of the District as defined by the Superintendent under the following conditions. An employee affected by such transfer shall be given notice as soon as practicable. The District shall notify CSEA in writing of any upcoming involuntary transfer. Any employee affected by such transfer has the right to CSEA representation at any conference with management to discuss the reasons for the transfer.

6.5.1 At the request of the employee or the Association, employees may be transferred from one job title in a classification to another job title in the same classification at the same or alternative site for the good of the service. Such requests will be in written format and shall specify the reason for the transfer, steps previously taken to remediate the situation, and benefit to be gained through the transfer.

6.5.2 Employees may be transferred from one site to another site based on workload as determined by the supervisor, site administrator, superintendent, or designee. Transfers will only be considered to balance staffing and not as a punitive measure.

6.5.3 Involuntary transfers shall not be implemented for arbitrary, capricious or discriminatory reasons. The “best interest of the District” clause set forth in section 6.5 shall conform to this standard.

6.6 **Disciplinary Action**

Employees involved in disciplinary action shall not be considered for transfer under Section 6.5.1 of this agreement.

ARTICLE 7: EVALUATION PROCEDURES

7.1 The employee's immediate supervisor shall make the evaluation and complete the evaluation form. Evaluations shall be based on observable performance and/or data and knowledge of the evaluator.

7.1.1 Probationary employees will be evaluated at the end of the third (3rd) and fifth (5th) months of service.

7.1.2 All other employees will have a formal evaluation at least every other year, no later than May 15.

7.1.3 Probationary or permanent employees may be evaluated more frequently, at the discretion of the immediate supervisor.

7.1.4 Excellent performance shall be commended in writing on all evaluation forms.

7.1.5 The immediate supervisor shall present the performance evaluation report to the employee and shall discuss it with him/her and confer concerning areas of work needing improvement. The evaluation form shall be signed by the employee to indicate receipt, and he/she shall be given a signed copy.

The signature of the employee being formally evaluated written on the evaluation form shall be taken as indicating that the employee has read the document and has been provided the opportunity of attaching rebuttal comments. Such comments shall be presented for attachment to the evaluation within ten (10) working days of the date on the copy of the Classified Composite Performance Appraisal.

7.1.6 The evaluation shall be made in writing on a form to be provided by the Human Resources Office -Classified. All sections on this form will be completed accurately. This form shall be designated the "Composite Classified Performance Appraisal" form.

7.1.7 Any grievance under this Article shall be limited to a claim that the above procedures have been violated.

ARTICLE 8: SAFETY CONDITIONS

The Board shall, within the limitation of its financial capabilities, provide bargaining employees with safe working conditions.

The District shall comply with the provisions of the California State Occupational Safety and Health Act regulations within the general industry and construction industry standards, where applicable.

8.1 The District shall provide employees with safe working conditions.

8.2 The District shall comply with the provisions of the California State Occupational Safety and Health Act regulations.

8.3 It shall be the responsibility of the employees to report unsafe working conditions to their immediate supervisor.

8.4 No employee shall be required to work under conditions dangerous to the employee's safety.

8.5 The District shall provide necessary first aid kits at all work locations. First aid kits shall be checked periodically and replenished when needed. First aid kits shall not be locked and shall be immediately available to employees. Emergency telephone numbers will be posted near all telephones.

8.6 For all employees, there shall be convenient coffee break rooms and rest rooms which are totally smoke free. This shall include such rooms for employees who travel from school to school.

8.7 In the case of bomb threat or other immediate threats to the health and safety of employees, employees shall not be asked or ordered to search for the bomb or otherwise perform services for which they are not trained. Whenever feasible, employees shall be informed of these threats.

ARTICLE 9: CONCERTED ACTIVITIES

9.1 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 reasonable within their power to end or avert the same.

9.2 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 10: MANAGEMENT RIGHTS

10.1 All matters not specifically enumerated as within the scope of negotiations in Government Code 3543.2 are reserved to the District unless otherwise modified by the terms and conditions of this Agreement. It is agreed that such reserved rights include, but are not limited to, the exclusive right and powers to determine, implement, supplement, change, modify or discontinue, in whole or in part, temporarily or permanently, any of the following:

10.1.1 The legal, operational, geographical, and organizational structure of the District including the chain of command, division of authority, organizational divisions and subdivisions, external and internal boundaries of all kinds, and advisory commissions and committees;

10.1.2 The financial structure of the District including all sources and amounts of financial support, income funding, taxes and debt, and all means and conditions necessary or incidental to the securing of same, including compliance with any qualifications or requirements imposed by law or by funding sources as a condition of receiving funds; all investment policies and practices; all budgetary matters and procedures, including the budget calendar, the budget formation process, accounting methods, fiscal and budget control policies and procedures, and all budgetary allocations, reserves, and expenditures apart from those expressly allocated to fund the wage and benefit obligations of this Agreement;

10.1.3 The acquisition, disposition, number, location, types and utilization of all District properties whether owned, leased, or otherwise controlled, including all facilities, grounds, parking areas and other improvements, and the personnel, work, service, and activity functions assigned to such properties;

10.1.4 All services to be rendered to the public and to the District personnel in support of the services rendered to the public; the nature, methods, quality, quantity, frequency and standards of service, and the personnel, facilities, vendors, supplies, materials, vehicles, equipment and tools to be used in connection with such services; the lawful subcontracting of services to be rendered and functions to be performed, including educational support, construction, maintenance, and repair services;

10.1.5 The utilization of personnel not covered by this Agreement including limited term substitutes, temporaries, hourly employees, provisional personnel, consultants, and supervisory or managerial personnel to do work which is normally done by personnel covered hereby, and the methods of selection and assignment of such personnel;

10.1.6 The educational policies, procedures, objectives, goals, and programs, including those relating to curriculum, course content, textbook selection, educational equipment and supplies, admissions, attendance, pupil transfers, grade level advancement, guidance, grading, testing, records, pupil health

and safety, pupil conduct and discipline, transportation, food services, racial and ethnic balance, extra-curricular and co-curricular activities, and emergency situations, and the substantive and procedural rights and obligations of students, parents, teachers, other personnel and the public with respect to such matters;

10.1.7 The selection, classification, direction, promotion, demotion, discipline and termination of all personnel of the District; affirmative action and equal employment policies and programs to improve the District's utilization of women and minorities; the assignment of employees to any location and also to any facilities, classrooms, functions, departments, tasks, or equipment. The District will assign the employee to the school and the principal will assign the duties, and the determination as to whether, when, and where there is a job opening;

10.1.8 The job classifications and the content and qualifications thereof;

10.1.9 The duties and standards of performance for all employees; and whether any employee adequately performs such duties and meets such standards;

10.1.10 The dates, time and hours of operation of District facilities, functions, and activities;

10.1.11 Safety and security measures for students, the public, properties, facilities, vehicles, materials, supplies, and equipment, including the various rules and duties for all personnel with respect to such matters;

10.1.12 The rules, regulations and policies for all employees, students, and the public;

10.1.13 The termination or layoff of employees, consistent with law, as the result of the exercise of any of the rights of the District not limited by the clear and explicit language of this Agreement.

All rights of management herein enumerated are subject to the terms and conditions of this Agreement. All other rights of management not expressly limited by the terms and conditions of this Agreement are reserved to the District.

It is not the intention of the parties, in setting forth the above mentioned rights of management, to detract or diminish in any way the rights of the Association or of employees that are expressly set forth elsewhere in the Agreement. It is the parties' intention that the clear and explicit provisions of the other Articles of this Agreement constitute the only contractual limitation upon the District's rights.

The exercise of any rights reserved to the District herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner.

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 4 unless the dispute is otherwise grievable under another Article of the Agreement.

ARTICLE 11: WAGES AND ITEMS RELATED TO WAGES

11.1 **Salary**

For the 2022-23 school year, there shall be a wage increase of eight percent (8%) applied to the entire classified (CSEA Bargaining Unit) salary schedule referenced herein as Attachment A, inclusive of any and all stipends (increase reflected in Sections 11.9 and 11.13) and longevity flat rate amounts (increase reflected in Sections 11.8, for all bargaining unit members. All 2022-23 on-going increases to wages, stipends, and longevity flat rate amounts shall include all employees in a regular classified position on or after July 1, 2022 and be retroactive to July 1, 2022.

If any employee organization receives a salary schedule increase that is higher than CSEA for any and all of the 2021-22, 2022-2023, and 2023-2024 school years, then CSEA may request, and the District will agree, to re-open negotiations on salary for each applicable school year.

11.2 **Overtime Pay**

Employees shall be compensated at the rate of one and one-half (1 ½) times the employee's rate of pay for any time worked in excess of eight (8) hours in any one (1) day and any time in excess of forty (40) hours in any workweek. Overtime shall be specifically assigned and authorized in advance by the supervisor.

11.3 **Overtime Pay on Holidays**

Employees required to work on Board authorized holidays shall receive compensation, or compensatory time off, at one and one-half (1½) times the regular rate of pay in addition to the regular rate of pay for the holiday.

11.4 **Right of Refusal – Compensatory Time Off, Overtime**

11.4.1 A supervisor may grant compensatory time off at the same prorated ratio as overtime cash payment. The supervisor shall inform an employee of the intended method of payment (cash or compensatory time) at the time of proposing or directing overtime work.

11.4.2 An employee may refuse overtime work, except that when the needs of the District warrant, the supervisor may direct the employee to work overtime. The needs of the District shall be defined by the supervisor, in accordance with District practice. The supervisor shall attempt to identify employees desiring to work overtime voluntarily and on seniority-based rotation most senior by date of hire in the district and in descending order. Should there be no volunteers, the district may impose overtime on a seniority-based assignment with the least senior member encumbered first and so on in ascending order. In the event that an employee believes that directed overtime is not being issued in accordance with Article 11.4, the employee may contact the Assistant Superintendent of Human Resources for review.

11.5 **Compensatory Overtime**

Compensatory time off for overtime in excess of eight (8) hours in one (1) day or forty (40) hours in one (1) week shall be taken within twelve (12) months of the payroll period in which it is earned as scheduled and approved by the immediate supervisor. If not permitted to be taken before the end of the twelve-month period, payment will be made to employee at the overtime rate.

11.6 **Sixth/Seventh Day of Work Pay**

11.6.1 An employee having an average workday of four (4) hours or more shall be compensated for any work required to be performed on the sixth (6th) or seventh (7th) day following the commencement of the normal workweek at a rate equal to one and one-half (1½) times his/her regular rate of pay.

11.6.2 An employee having an average workday of less than four (4) hours per day shall be compensated for any work required to be performed on the seventh (7th) day following the commencement of the normal workweek at a rate equal to one and one-half (1½)times his/her regular rate of pay.

11.7 **Pay Increases After Promotion**

An employee who receives a promotion to a class* allocated to a higher salary range shall be placed on the first step of the salary range that reflects at least a four (4) percent increase. Additional advancement will occur on the first of the month, following completion of six (6) months of service, regardless of step placement, and at one (1) year intervals thereafter until the maximum is achieved.

*Class: A group of positions sufficiently similar in duties and responsibilities that the same descriptive title may be used to designate each position allocated to the class; substantially the same requirement of education, experience, knowledge, and ability are demanded of incumbents; substantially the same tests of fitness may be used in choosing qualified appointees; and the same salary range may be applied with equity.

11.8 **Longevity**

Employees will be eligible for long service recognition (longevity) in the Anaheim Union High School District under the following plan:

2% plus $618 additional after ten (10) years of service with the Anaheim Union High School District.

4% plus $1,839 additional after (15) years of service with the Anaheim Union High School District.

7% plus $3,386 additional after twenty (20) years of service with the Anaheim Union High School District.

10% plus $4,416 additional after twenty-five (25) years of service with the Anaheim Union High School District.

12% plus $4,716 additional after thirty (30) years of service with the Anaheim Union High School District.

Percentages and Flat Rates Stand Alone. They are not added or compounded.

11.9 **Night Work Differential**

All positions, the regularly assigned time of which requires the unit member to work more than one-half (½) times or more between the hours of 5:00 p.m. and 7:00 a.m., shall be paid $161 per month higher than the salary grade for daytime employees.

11.10 **Working Out of Classification**

Classified employees shall not be required to perform duties which are not fixed and prescribed for the position by the governing boards in accordance with Section 45109, unless the duties reasonably relate to those fixed for the position by the Board, for any period of time which exceeds five (5) working days within a thirty (30) calendar day period except as authorized herein.

An employee may be required to perform duties inconsistent with those assigned to the position by the governing board for a period of more than five (5) working days provided that his/her salary is adjusted upward for the entire period he/she is required to work out of classification. If the employee is asked to perform work in a lower paying classification his/her current salary shall remain the same and shall not be adjusted upwards
nor downwards. Such adjustments upward shall be consistent with the salary placement given an employee who received a promotion as indicated in Article 11.7.

No employee assigned duties under the above provision shall have their performance evaluation lowered or be reprimanded if they are unable to complete their regular work assignments as a result of being assigned the above referenced duties.

11.11 **Extra Service Pay (Replaces MOU 3/5/98)**

Classified employees who accept extra-service duty assignments will be paid on the existing certificated extra-service pay assignment schedule.

11.12 **Mileage**

Any employee who uses a private vehicle for school district business shall be reimbursed for mileage at the standard IRS business mileage rate. The use of private vehicles for school district business is subject to the approval of the immediate supervisor. Reimbursement for mileage is subject to the approval of the immediate supervisor.

11.13 **Stipends**

11.13.1 **Bilingual Pay**

Principals and District department heads shall be aware of employees who have voluntarily tested for and passed competency requirements in a language other than English. If the employee is selected for a bilingual assignment, the employee shall be compensated an additional $161 per month for conversing in a language other than English.

No employee assigned bilingual duties under the above provision shall have their performance evaluation lowered or be reprimanded if they are unable to complete their regular work assignments as a result of being assigned the above referenced bilingual duties. No employee will be assigned the duties of another employee because that employee has been assigned bilingual duties.

Additionally, any employee not covered under the provision above, asked to perform bilingual duties, will not be reprimanded for refusing work they are not trained or qualified to perform.

11.13.2 **Licensed Vocational Nurse (LVN) Stipend**

A stipend in the amount of $2,894 (6.32%) will be paid to LVNs. The percentage shall be applied to Step 1 of Range 55 on the Salary Schedule.

11.14 **Limited Term or Provisional Employees**

Upon notification of absence of a regular employee in any classified position, the District shall make every attempt to provide a qualified employee as soon as possible.

11.14.1 Limited Term or Provisional employees will not be temporarily employed in a classified position unless such employee is qualified and eligible pursuant to personnel commission rules and Education Code Section 45272.

11.15 **Classification Study**

The District and CSEA agree to conduct classification studies for all classified positions in the bargaining unit. Each year the classification study shall be conducted on a family of classifications from a grouping that would ensure that all classifications are studied within a five year continuous cycle.

The groups are as follows:

Group 1:
Accounting Technician
ASB Account Technician
Benefits Specialist
Benefits Technician
Business Technician
Buyer
Food Service Accounting Specialist
Payroll Technician

Procurement Contract Specialist
Senior Accounting Technician
Senior Budget Technician
Senior Payroll Technician

Group 2:
Art Designer
Athletic Trainer
Credentials Technician
Facilities Planning Assistant
Food Service Technician
Human Resources Technician
Instructional Materials Specialist
Public Information Assistant
Risk Management Technician
Senior Administrative Assistant-Program Support
Senior Administrative Assistant-Program Support (Bilingual)
Senior Administrative Assistant-School Support
Senior Administrative Assistant-School Support (Bilingual)
Senior Administrative Procurement Assistant
Senior Credentials Technician

Group 3:
Administrative Assistant
Administrative Assistant (Bilingual)
District Receptionist
Legal Administrative Assistant
Office Assistant
Office Assistant (Bilingual)
Secretary-Attendance
Secretary-Attendance(Bilingual)
Secretary-Program Support
Secretary-Program Support (Bilingual)
Secretary-Registrar/Records
Secretary-Registrar/Records (Bilingual)
Secretary-School Support
Secretary-School Support (Bilingual)

Group 4:

Information Systems Specialist I
Information Systems Analyst
Information Systems Technician
Network Analyst
Network Technician
Programmer Analyst
Publication Technician
Systems Administrator
Web Master

Group 5:
Campus Safety Aide
Health Services Technician
Licensed Vocational Nurse
School Community Liaison
School Library/Media Technician
Sign Language Interpreter

Speech-Language Pathology Assistant
Workability Placement Assistant

Group 6:
Assessment & Evaluation Technician
Braille Transcriber
College & Career Readiness Specialist
Child Welfare and Attendance Liaison
Family and Community Engagement Specialist
Instructional Assistant-Bilingual (Arabic)
Instructional Assistant-Bilingual (Korean)
Instructional Assistant-Bilingual (Spanish)
Instructional Assistant-Bilingual (Vietnamese)
Job Developer/Job Coach
Language Program Technician
Language Testing Assistant
Parent Involvement Specialist
Translator

Group 7:
Behavior Intervention Specialist
Instructional Assistant
Instructional Assistant-Adult Transition
Instructional Assistant-Behavioral Support
Instructional Assistant-Mathematics
Instructional Assistant-Medically Fragile/Orthopedically Disabled
Instructional Assistant-Special Abilities
Instructional Assistant-Specialized (Deaf/Hard of Hearing)
Instructional Assistant-Specialized Academic Instruction
Instructional Assistant-Specialized Academic Instruction (Bilingual)
Instructional Asst.-Student/Parent Liaison-Bilingual (Spanish)
Instructional Assistant-Visually Impaired

The study shall begin July 1 each year and be concluded by June 30 each year for the appropriate grouping.

11.16 **Professional Growth Program**

11.16.1 The purpose of the Professional Growth Program is to provide educational and training opportunities for unit members to acquire and refine job related skills and abilities that will result in employees providing the highest quality service to the District within their current job classification and to enhance career opportunities within the District. The program will compensate unit members with education incentives for continued growth and development.

The Professional Growth Program is an educational incentive program opportunity for the classified employee that (1) enhances the employee's perspective of the functions of the Anaheim Union High School District, (2) fosters growth in the employee's occupational field, and (3) encourages achievement of educational degree goals.

Employees who enroll in the Professional Growth Program will receive education incentives for completion of the District Orientation and Health & Safety programs, a First Aid and

Adult CPR Program, plus additional education units in increments that total 15 units. Such incentives are effective twice each year following verification of satisfactory completion of the requirements that are submitted not later than January 31 and/or June 30 of that year.

11.16.2 Eligibility

All permanent unit members shall be eligible to participate in the Program; however, an education incentive will not be awarded until the unit member has completed one (1) continuous year of service as a regular employee. This program excludes employees participating in other District initiated or affiliated grant educational programs.

Professional Growth Program approval forms are obtained and returned to the Human Resources Office - Classified. Unit members shall complete and submit their approval forms prior to beginning their course of study.

11.16.3 Mentor Program

Mentors are an integral component of professional development. It is recommended that participants in the Professional Growth Program select a mentor early in their studies.

General Guidelines: Prospective mentors may submit their name and/or resume to the Professional Growth Committee for referral to participants requesting assistance in selecting a mentor.

Mentors are volunteers who may provide support, encouragement, guidance and educational/technical assistance in their areas of expertise.

11.16.4 Education Incentive Maximums and Additional Increments

This program consists of a maximum of six (6) steps. The steps must meet the following criteria:

Step 1: Completion of a total of 15 units Required Course Work as described in 11.16.6, which may include 9.0 total units from the District New Employee Orientation, the District Health & Safety course, and First Aid/Adult CPR course.

Steps 2, 3, & 4: Completion of additional blocks of 15 units of undergraduate, graduate, or postgraduate coursework applicable towards one or more of the following:

1. Associate of Arts (AA) Degree in a declared major/field of study;

2. Bachelor’s Degree in a declared major/field of study;

3. A Credential or Certificate program applicable to the educational requirements expressed in any job description maintained by the District.

Official college transcripts are required for proof of completion of each of these stages.

Step 5: Completion of 15 units beyond an Associate of Arts (AA) Degree, providing the employee has declared a major and the courses of study applicable towards one or more of the following:

1. Bachelor's Degree in a declared major/field of study;
2. A Credential or Certificate program applicable to the educational requirements expressed in any job description maintained by the District.

Associate degree substitutions = 60 units with an additional 15 units of upper division coursework at a four-year institution. Official college transcripts are required for proof of completion of this stage.

Step 6: Completion of a Bachelor's Degree in a declared major/field of study or completion of a Credential or Certificate program applicable to the educational requirements expressed in any job description maintained by the District.

Upon completion of Step 6, applicants for credentialed position shall be assured of a job interview.

11.16.5 Required Course Work

The following coursework is required for the first education incentive and before further education incentives can be earned:

11.16.5.1	District New Employee Orientation (if offered)	3.0 units
11.16.5.2	District provided Health & Safety Training (if offered)	3.0 units
11.16.5.3	First Aid/Adult CPR (if offered)	3.0 units
11.16.5.4	Two Courses from one or both of the following groups:	6.0 units

1. College/university coursework in General Education or applicable to an Associate of Arts (AA) Degree/Bachelor's Degree in a declared major/field of study;

2. Adult education and/or college/university coursework

relating to an employee's occupational field or relating to the completion of a Credential or Certificate program applicable to the educational requirements expressed in any job description maintained by the District.

TOTAL 15.0 units

11.16.6 Coursework Approval

To ensure that coursework will be accepted for credit for education incentive increments, the employee must submit the form "Application for Approval of Coursework – Professional Growth" (available in Classified Human Resources) and receive approval prior to beginning the course.

Credit is not allowed for any courses or workshops taken during regular working hours for steps 2 through 6.

It is the responsibility of unit members to request and file approval forms for Professional Growth credit and submit all documents required for course credit.

11.16.7 Additional Education Incentive Increments

After the Required Course Work described in 11.16.6 has been satisfactorily completed, additional steps of 15 units each shall serve to improve an employee's present skills in their present job; and/or (2) allow the employee to acquire new skills in a new job in the District to which the employee may wish to advance, or for which the employee may be training; and/or (3) be applicable to the requirements of one or more of the following:

1. Associate of Arts (AA) Degree in a declared major/field of study;

2. Bachelor's Degree in a declared major/field of study;

3. A Credential or Certificate program applicable to the educational requirements expressed in any job description maintained by the District.

In all cases, coursework must be taken at an accredited or recognized institution.

11.16.8 Submission of Proof of Course Completion

Verification of appropriate completed coursework must be submitted for approval not later than January 31 or June 30 of the calendar year for education incentives. Verification of appropriate completed coursework submitted after those dates will not be considered for an education incentive until the next available deadline.

Acceptable verification includes:

Official college transcripts or signed reports of grades from the instructor (with grades of "C" or better) to be submitted to Anaheim Union High School District, Human Resources Office.

11.16.9 Retroactivity

Units earned prior to approval of the professional growth program are not applicable.

2018-19 School Year Exception: For the remainder of the 2018-2019 school year only (April 17, 2019 to June 30, 2019), units in progress during the current term of an accredited institution shall be applicable to the Professional Growth Program provided that the employee has submitted the "Application for Approval of Coursework – Professional Growth" to the District and received approval before completion of the course(s).

The responsibility of training experience and required documents shall lie with the unit member. Any error in the calculation of eligible educational incentives under this program, 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 year only.

11.16.10 Criteria for Evaluation

The Division of Human Resource shall review all proposed coursework submitted and make a determination as to whether that coursework meets the following criteria:

Is taken at an accredited or recognized institution, and whether the general education coursework is within the employee's occupational field and/or will assist the employee in meeting degree requirements. The intent of this provision is to allow coursework, which will be of direct benefit to the District and is either specifically related to the employee's current job classification or enhances job opportunities within the District.

11.16.11 Credit Calculation

11.16.11.1 All professional growth credit shall be computed in semester hours. College credit in terms of quarter hours will be translated into semester hours by using the following formula: double quarter credit; divide by three (3).

11.16.11.2 Credit of .5 (half a unit) units for each one-day, approximately eight (8) hour (maximum 6 hours) workshop, with one (1) maximum of said units to be allowed within each fifteen (15) unit increment.

11.16.11.3 All college credits or degrees shall be earned at an institution that is accredited by one of the following six regional accreditors of higher education in the United States, or regional affiliates thereof:

1. Middle States Association of Colleges and Schools (MSA)
2. New England Association of Schools and Colleges (NEASC)
3. Higher Learning Commission (HLC) (formerly the North Central Association of Colleges and Schools (NCA))
4. Northwest Accreditation Commission (NAC)

5. Southern Association of Colleges and Schools (SACS)
6. Western Association of Schools and Colleges (WASC) inclusive of the following:
   Accrediting Commission for Community and Junior Colleges (WASC-ACCJC)
   Accrediting Commission for Senior Colleges and Universities (WASC-ACSCU)

Official college transcript with a "C" or better submitted to the Human Resources Office. If letter grades are not given for a course, a sealed letter of satisfactory completion signed by the instructor is required.

11.16.12 The Professional Growth Committee

11.16.12.1 A Professional Growth Committee shall be established, composed of two (2) classified employee members, one (1) certificated member, and the Human Resource Classified Director, or designee. CSEA Chapter #74 shall appoint the classified members of the committee.

11.16.12.2 Duties of the Committee

a. Establish and maintain a list of prospective volunteer mentors (see 11.16.3).

b. Recommend additional or revised policy as necessary to the Superintendent and CSEA Chapter 74.

c. Schedule meetings as needed but annually during the month of May to review the program effectiveness and make recommendations.

d. Suggest topics of interest for District-wide in-service for unit members.

11.16.12.3 The District shall grant the committee members necessary release time from their regularly scheduled workdays to participate in committee activities.

11.16.12.4 The Professional Growth Review Committee shall advise the Director, Business Services, of the estimated number of employees achieving the award each year so that the appropriate amount can be budgeted.

11.16.13 Personnel Files

Official transcripts or an instructor's signature covering work offered to fulfill requirements for the professional growth steps must be completed and on file by January 31 or June 30 in the Human Resource Office.

Such employee files are necessary for the efficient management of the District shall be kept by the Human Resource Office. An employee may review his/her personnel file and may respond to the documents on file. All employee records are confidential.

11.16.14 Professional Growth Education Incentives for Bargaining Unit Employees

11.16.14.1 Upon satisfactory completion of Step 1, the unit member shall receive a one-time educational incentive of $500.

11.16.14.2 Upon satisfactory completion of Step 2, the unit member shall receive a one-time educational incentive of $750.

11.16.14.3 Upon satisfactory completion of Step 3, the unit member shall receive a one-time educational incentive of $850.

11.16.14.4 Upon satisfactory completion of Step 4, the unit member shall receive a one-time educational incentive of $900.

11.16.14.5 Upon satisfactory completion of Step 5, the unit member shall receive a one-time educational incentive of $1,000.

11.16.14.6 Upon satisfactory completion of Step 6, the unit member shall receive a one-time educational incentive of $2,000.

11.17 **Replacement of Personal Property**

The Board of Trustees will authorize payment of the cost of replacing or repairing 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 employee. Covered items are:

11.17.1 prescription eye glasses, hearing aids, watches, articles of clothing, or other items necessarily worn or carried by the employee

11.17.2 vehicles

11.17.3 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 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, at the time the approval for its use was given.

The following items are excluded from coverage under this article:

11.17.4 Vehicle collision (including hit and run incident(s).

11.17.5 Such personal items as tape recorders, radios, telephones, pagers, or compact disc players belonging to the employee, unless approved by the District in item 11.19.3 above. This includes items in a vehicle, regardless of whether the item is fixed or removable from the vehicle.

11.17.6 Purses or wallets, or the contents thereof (credit cards, cash, etc.).

11.17.7 Cash, credit cards, or other cash equivalent items.

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 principal or 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 Division and should be forwarded through the principal or supervisor to the Business Division when completed.

Any losses or damages which are compensable wholly or partially under the employee's private insurance policy or policies shall to such extent not be compensable under the terms of this policy.

11.18 Procedure Regarding Layoff (Ref: Education code 45308, 45297, 45117

11.18.1 Classification Seniority

Length of service (seniority as prescribed herein) shall be the only criterion used to effect layoffs. When classified employees are laid off for lack of work or lack of funds, layoff shall be made in inverse order of seniority in the class in which the layoff occurs. The employee who has been employed the shortest time in the class, plus higher classes, shall be considered to have the least seniority; and therefore, shall be laid off first. Reemployment shall be in the reverse order of layoff.

Seniority within classification is to be computed by the date the employee enters the classification, minus unpaid breaks in employment (excluding summer, spring and winter breaks). Seniority within classification continues to accrue in lower classes held after an employee promotes to a higher classification. District seniority (length of service) shall be calculated from employee’s date of hire as a regular employee, minus unpaid breaks in service (excluding summer, spring and winter breaks).

The names of permanent and probationary employees thus laid off shall be placed on the reemployment list for the class from which they were laid off. Names on the re-employment list shall be in the relative order of seniority.

Classified employees laid off are eligible for re-employment for a period of thirty-nine (39) months and shall be re-employed in preference to new applicants.

If two or more employees subject to layoff, have equal class hire dates and seniority, the employee with the least district seniority shall be laid off first. If district seniority is equal, the decision shall be made by lot.

11.18.2 Displacement Rights – Demotion in Lieu of Layoff and Bumping Rights

An employee in the classified service who is laid off from a class, and who has previous service in an equal or lower class, shall have the right to bump a less senior employee, regardless of hours and/or months, in that equal or lower class. Seniority for purposes of bumping shall include the total of the previous service in the equal or lower class, plus service in the class from which layoff occurs and in higher classes. In the event of a layoff, the following bumping priority will apply:

- An employee whose position is eliminated or reduced shall first be placed in a vacant position with an equal assignment in the same class when compared with the employee's current position.

- If the previous option is unavailable, the employee shall be placed in a vacant position that has additional assigned time in the same class when compared with the employee's current position.

- If the previous option is unavailable, the employee will be allowed to bump into a position providing an equal assignment in the same class when compared with the employee's current position, and which is occupied by a less senior employee.

- If the previous option is unavailable, the employee will be allowed to bump into a position providing additional assigned time in the same class when compared with the employee's current position, and which is held by the least senior employee of those less senior employees holding positions with more assigned time.

- If the previous option is unavailable, the employee will be allowed to bump into a position in the class with less assigned time that is closest to the employee's current assigned time, and which is held by a less senior employee in the class.

- If the employee is the least senior employee in the class, the employee shall have the option of bumping into an equal or lower class previously held as a permanent classified employee.

11.18.2.1 To be considered for bumping, which would result in the displacement of a less senior employee in the classification in which the employee subject to layoff has greater combined seniority in the lower and higher classifications, the employee shall be required to notify the Human Resources – Classified Office in writing of such election not later than ten (10) working days after receiving the notice of layoff.

11.18.2.2 An employee who has accepted a demotion or bumping rights in lieu of layoff, has the right to be reemployed, in accordance with seniority in the former class, for an additional twenty-four (24) month period after the thirty-nine (39) month reemployment period.

11.18.3 Voluntary Reductions in Assigned Time

The District may elect, in lieu of layoff, to offer reductions in assigned time to classified employees within an affected classification. An employee who elects and receives a reduction in assigned time in lieu shall, nonetheless, be placed on the thirty-nine (39) month reemployment list, together with an additional twenty-four (24) month period, and shall be eligible to return to this former assigned time in order of seniority.

11.18.4 Return to Former Classification Following Voluntary Demotion or Voluntary Reduction in Hours

Employees taking voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the employee's option, returned to a position in their former class or to positions with increased assigned time as vacancies become available, within the sixty-three (63) month limit per paragraph 11.20.3 above, except that they shall be ranked in accordance with their seniority on any valid reemployment list.

11.18.5 Retirement in Lieu of Layoff

11.18.5.1 Any employee subject to being laid off, or who was in fact laid off, may elect to accept a service retirement from the Public Employee's Retirement System in accordance with the Education Code.

11.18.5.2 The employee shall be placed on a thirty-nine (39) month reemployment list; however the employee shall not be eligible for reemployment during such other period of time as may be specified by pertinent Government Code Sections.

11.18.5.3 The District agrees that when an offer of reemployment is made to an eligible person retired under this Article, and the District receives within ten (10) working days a written acceptance offer, the position shall not be filled by any other person, and the retired person shall be allowed sufficient time to terminate his/her retired status.

11.18.5.4 An employee subject to this Section who retires and is eligible for reemployment and who declines an offer of reemployment equal to that from which laid off shall be deemed to be permanently retired.

11.18.5.5 Any employee electing to retire after being placed on a reemployment list shall be retired in lieu of layoff within the meaning of this Section.

11.18.6 Reemployment

11.18.6.1 A classified employee who is laid off shall be placed on a thirty-nine (39) month reemployment list and shall have the right to apply for other positions within the District while the employee's name remains on the reemployment list. The employee shall be required to maintain his/her current address on file with the Human Resources – Classified Office.

11.18.6.2 If, during an employee's eligibility period for reemployment, positions become vacant within a job classification of a laid off employee or employees, the District shall notify by first class mail addressed to the last known address on file in the Human Resources – Classified Office such employee or employees offering reemployment in order of seniority.

11.18.6.3 An employee who receives such notice of reemployment, the employee shall report to work within ten (10) working days following notification of reemployment.

11.18.6.4 An employee who receives such notice of reemployment, but who does not accept the offer of reemployment within five (5) working days shall be deemed to have rejected the offer of reemployment. After refusal or non-response to the second consecutive offer of reemployment, the employee's name shall be removed from the thirty-nine (39) month reemployment list including all rights thereto.

11.18.6.5 A classified employee reemployed within thirty-nine (39) months after being laid off shall be fully restored to his/her position with all the rights of permanent status and benefit level enjoyed prior to layoff. Seniority, benefits, or service credit shall not, however, accrue during the period of layoff.

11.18.7 Seniority Roster

The District shall maintain an updated seniority roster indicating employee's class seniority, and hire date seniority. Such rosters shall be available to CSEA for review.

11.18.8 Benefits to Employees Following Layoff

Employees laid off shall be afforded limited term or provisional employment in any class within the District for which he/she meets minimum qualifications in accordance with seniority as provided for in this Agreement.

ARTICLE 12: LEAVES

12.1 **Bereavement Leave**

The District agrees to grant necessary leaves of absence with pay at the employee's regular rate not to exceed three (3) days, or five (5) days if three hundred (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 employee, stepchild, stepbrother, stepsister, stepmother, stepfather, domestic partner, foster child and like relatives of spouse, or any person living in the immediate household of the employee. Bereavement leave shall be limited to a three (3) or five (5) duty day period immediately 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 death, the employee will notify his/her supervisor prior to scheduling an alternative plan for bereavement leave.

In exceptional circumstances, the superintendent may grant up to two (2) additional days leave.

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

"The bereavement leave provided in this section shall be applicable to each member of the "immediate family" independently. Bereavement leave shall not be required to be utilized on consecutive days.

Employees 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 to be abusing the use of bereavement leave. In the event that an investigation results in proof that abuse has taken place, the unit member may by subject to loss of pay for the day(s) of the proven abuse and/or other appropriate action.

12.2 **Jury Leave**

The District agrees to grant to members of the bargaining unit called for jury duty in the manner provided by law, leave of absence without loss of pay for time the employee is required to perform jury duty during the employee's regularly assigned working hours. Employees, 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 employee the difference, if any, between the employee's regular rate of pay and the amount received for jury duty. Employees who elect to contribute their fees to the County in which serving their 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.

Employees are required to return to work during any day or portion thereof in which jury duty services are not required. Employees who work the swing shift

and serve on a jury during the day will be excused from the swing shift for the actual hours required to serve on jury duty or while waiting for jury duty selection. 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.

12.3 **Military Leave**

Employees shall be required to request military leaves in writing and will supply the District with "orders" and status reports. Any employee who is granted a long- or short-term shall be entitled to receive his or her salary for the first 30 calendar days of active duty service during the absence, provided the employee has been in the service of the district for a period of not less than one year immediately prior to the date on which the absence begins. Pursuant to Military and Veterans Code sections 395 and 395.01.

12.4 **Paid Sick Leave**

12.4.1 Sick leave is the authorized absence of an employee because of illness or off the job injury or exposure to a contagious disease.

12.4.2 Members of the bargaining unit employed by the District five (5) days per week, eight (8) hours per day, with full pay for a fiscal year shall be entitled to twelve (12) days leave of absence for illness or injury, exclusive of days they are not required to render service. Day, as used in this Article, means the employee's regularly assigned workday, exclusive of overtime.

12.4.3 Members of the bargaining unit employed less than five (5) days per week and/or less than a full fiscal year are entitled to that proportion of twelve (12) days leave of absence for illness or injury as the number of months and/or number of days a week they are employed bears to twelve (12) months.

12.4.4 Pay for any hour(s) or day(s) of illness or injury need not be accrued prior to taking such leave by the employee and such leave may be taken at any time during the employee assigned work year. Probationary employees of the District shall not be eligible to take more than six (6) days, or the proportionate amount to which they may be eligible under sections 12.4.2 and 12.4.3, whichever is the lesser, until the first day of the calendar month after completion of six (6) months of active service with the District.

12.4.5 Pay for any day of sick leave shall be the same daily rate the employee would have received if s/he had worked that day.

12.4.6 Notification of Return to Work: In order to allow the District the opportunity to make arrangements for the return of an absent employee, the employee shall notify their immediate supervisor of their pending return as soon as possible, but not later than 3:00 p.m. of the work day preceding the employee’s return. If an employee fails to notify their immediate supervisor and a substitute has been assigned to work the day the employee returns the employee may be sent home for that day without pay. Per PC Rule 16.2.8

12.4.7 An employee who is absent due to a personal illness and/or injury, including a disability caused or contributed to by pregnancy, miscarriage, childbirth and recovery there from, shall be allowed full

pay for the number of days absent provided that the number of days absent does not exceed the employee's total accumulated days of sick leave.

12.4.8 The Board and/or District (i.e., Board Members, Superintendent, Assistant Superintendents and Director of Human Resources both Classified and Certificated), may require satisfactory proof of the nature, extent and duration of the illness if it believes an employee to be abusing the use of sick leave. In the event that an investigation results in proof that abuse has taken place, the employee may be subject to loss of pay for the day(s) of the proven abuse or other appropriate action.

When there is a question as to the extent and duration of the disability, lasting more than five (5) days, or the employee's ability to return to work, the Board and/or District (i.e., Board Members, Superintendent, Assistant Superintendents and Director of Human Resources both Classified and Certificated), may require the employee to submit to an examination by a physician selected and paid by the Board. The employee will be given a copy of the physician's report to the Board and/or District (i.e., Board Members, Superintendent, Assistant Superintendents and Director of Human Resources both Classified and Certificated.

12.4.9 Members of the bargaining unit must notify his/her supervisor of the absence as soon as the necessity to be absent becomes known to the employee but not later than thirty (30) minutes after the start of the employee's workday.

12.4.10 An employee, while on unpaid leave of absence granted by the Board of Trustees, shall maintain any sick leave credits which were accumulated prior to such leave but shall not accumulate any additional sick leave credit during the period of such leave.

12.4.11 Extended Sick Leave

An employee who is absent because of illness or accident beyond his/her accumulated sick leave shall be paid at the rate of 50% of his/her daily rate of pay for those days beyond his/her accumulated sick leave. This additional paid sick leave, shall not exceed 100 working days in any one(1) fiscal year. It shall not be accumulative and shall be exclusive of any other paid leave, holidays, vacation or authorized compensatory time to which the employee may be entitled. If the absence is due to non-industrial accident or illness, the leave shall run consecutively with sick leave. The extended sick leave described above shall be granted to all employees on July 1 of each year.

12.4.12 Failure to Report to Work – Job Abandonment

Employees absent from work for three (3) consecutive work days without authorization and/or failure to notify the district of a valid or acceptable reason is job abandonment and shall constitute dismissal from the district service.

12.5 **Industrial Accident and Industrial Illness Leave**

12.5.1 Leaves resulting from an industrial accident or industrial illness shall be granted in accordance with the provisions of Education Code sections 44043 and 45192 and this rule.

12.5.2 An employee 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 leave for each such accident or illness while receiving temporary disability benefits from Workers' Compensation provided that:

2.5.2.1 S/he has probationary or permanent status.

2.5.2.2 The illness or injury is directly related to the performance of his/her duties while in the employ of the Anaheim Union High School District.

12.5.3 An employee absent from duty because of illness or injury resulting from an accident or condition incurred on duty, which qualified under Workers' Compensation Insurance, shall be granted an occupational leave for each such accident provided that neither the number of days for one leave nor the total number of days allowed in one school year for more than one such leave does not exceed a total of sixty (60) consecutive working days.

12.5.4 Occupational leave shall be granted from the first 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 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 employee's leave.

12.5.5 Should the employee's absence, due to an occupational injury or illness, extend beyond sixty (60) consecutive working days, the employee member shall be permitted to use accumulated sick leave until temporary disability payment ceases, until s/he returns to duty, or until illness credits have been used up, whichever is sooner.

12.5.6 During any period an employee is receiving his/her regular salary from the District, s/he is required to endorse over to the District all temporary disability payments received in accordance with Sections 44043 and 45192 of the Education Code. Charges to the employee's leave balances shall be as follows:

12.5.6.1 Occupational leave shall be reduced by one (1) day of authorized absence regardless of temporary disability payments paid.

12.5.6.2 Sick leave and/or vacation leaves shall be reduced only by that amount necessary to provide a full day's wage or salary when added to temporary disability benefits. Any employee who is absent because of a work connected illness or accident 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.

12.5.7 An employee, while receiving occupational benefits, must remain within the State of California unless the Board of Trustees authorizes travel outside the State.

12.5.8 While an employee is on any paid leave resulting from an industrial accident or industrial illness, the employee's salary paid by the District shall not, when added to a normal temporary disability allowance award without penalties granted the employee under State Workers' Compensation Insurance Laws, exceed the employee's regular salary.

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

12.6 **Court Appearance**

An employee shall be granted not to exceed three (3) days of absence with full pay because of necessary appearance in court 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 employee. This section shall not be applicable to employees who are litigants.

12.7 **Personal Necessity Leave of Absence**

12.7.1 Unit members may use up to ten (10) days of personal necessity PN) leave per fiscal year. The first two (2) days shall not be deducted from the accumulated sick leave. A maximum of an additional eight (8) PN days may be used which will be deducted from accumulated sick leave, as long as the PN days do not exceed the number of days of unused sick leave.

12.7.2 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.

12.7.2.1 Accident or serious illness involving his/her personal property or property of his/her immediate family

12.7.2.2 Court appearance as a litigant or as a witness under order

12.7.2.3 Religious observance

12.7.2.4 Wedding and graduations for immediate family members. Immediate family for this section shall mean parent, sibling, spouse, or child

12.7.2.5 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.

12.7.3 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.

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

12.7.5 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 by subject to loss of pay for the day(s) of the proven abuse and/or other appropriate action.

12.8 **Parental Leave**

12.8.1 Upon request, pregnant unit members shall be granted fully paid maternity leave for up to six (6) weeks after the birth of a child. Additional maternity/parental leave for the remainder of up to twelve (12) weeks in any twelve month period shall be unpaid except that unit members may utilize accumulated sick leave (under section 12.4 and its subsections), and/or accumulated vacation leave (under Article 13), and/or extended sick leave (under 12.4.11), and/or parental leave provided for under 45196.1 of the Education Code during that time.

12.8.2 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 a total of twelve weeks leave during any twelve month period and shall be unpaid except that unit members may utilize accumulated sick leave (under section 12.4 and its subsections), and/or accumulated vacation leave (under Article 13), and/or extended sick leave (under 12.4.11) and/or parental leave provided for under 45196.1 of the Education Code during that time.

12.8.3 Parental leave will be provided in accordance with existing law and may be taken all at once, or, with the exception of the six (6) weeks fully paid maternity leave provided for in 12.8.1, utilized on a reduced schedule or intermittent basis as permitted by law.

12.9 **Leave of Absence Without Pay**

12.9.1 Permanent employees may be granted leave of absence without pay provided such leaves are not detrimental to the best interests of the District, as determined and recommended by the Superintendent, and approved by the Board of Trustees. Requests for leaves of absence without pay shall be made on forms provided by the Personnel Director, and shall state specifically the reasons for the request, the date desired to begin the leave, and the probable date of return.

12.9.2 Revocation of Leave

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

12.9.3 Employment While on Leave

An employee, while on leave of absence, may not accept other gainful employment with another employer, except ordered military or Peace Corps service, without express prior approval of the Board of Trustees. Upon approval of the Superintendent, the leave may be extended at the sole discretion of the Superintendent.

12.9.4 Benefits While on Leave

Employees on leave of absence without pay shall not accrue seniority, salary step advancement, sick leave or vacation privileges, except an employee absent on Peace Corps service shall include such time toward qualifying for advancement to the next higher step in the salary range. Upon return from a long-term leave of absence, an employee's anniversary date shall be adjusted. An employee absent on military leave shall be accorded all the rights and privileges granted by the Education Code and the Government and Veterans' Code.

12.9.5 Types of Leaves

Such leave of absence with-out pay may be granted for any of the following reasons:

12.9.5.1 Health

A permanent classified employee may be granted a leave of absence without pay for health purposes for a specified period of time.

12.9.5.2 Short Term Personal Leave Without Pay

An excused absence without pay for an employee may be approved for one (1) day by the Principal or Classified Supervisor. Upon the recommendation of the Principal or Classified Supervisor, the Assistant Superintendent, Personnel, or designee may authorize an excused absence without pay for employees from two (2) to five (5) days. Notification that absence has been approved should be reported to the Classified Personnel Office at least twenty-four (24) hours prior to the absence.

12.9.5.3 Pregnancy Leaves and Absences

Pregnant employees shall be granted pregnancy leave without pay, such leave to commence on a date to be determined by the employee and her physician.

12.9.5.4 Family Medical Leave Act

The district shall grant unpaid leave as specified by the Family Medical Leave Act.

12.9.5.5 Peace Corps

A permanent classified employee who has completed three (3) full years of service in the District may be granted a leave of absence for Peace Corps service. The leave will be granted for one (1) full school year with the provision that it will be extended for a second year if the employee continues in Peace Corps service.

When such a leave is granted, the employee will be transferred to an unassigned status wherever possible, and upon return will be entitled to a position in the classification he/she

held upon leaving, but not necessarily the same position. Year-for-year salary credit will be granted.

12.9.5.6 Educational Improvement

A leave without pay may be granted, at the discretion of the Board, to a permanent classified employee for a period not to exceed twelve (12) months in duration, to participate in education or specialized course of study if such participation is determined by the Classified Director of Personnel and the Superintendent to be in the best interests of the school district. Such leave shall require official documentation regarding the nature and scope of the proposed education and/or training project; and based upon these facts, a determination shall be made that the granting of the leave will increase the efficiency and usefulness of the knowledge, skills, and abilities of the employee upon return to service of the District.

A permanent employee granted a leave under this rule must sign an agreement on forms available in the office of the Classified Director of Personnel, stating particularly that the Board will be given written notice no less than thirty (30) days before the expiration of the date of the leave, of his/her intention to return to District service. Failure to give such notice will be considered as notice that the employee will not return and that his/her position is vacant.

12.9.5.7 Tragedy Personal Necessity Leave

A long term personal necessity leave of absence, not to exceed ninety (90) days, may be provided to an employee 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, child, or any relative living in the immediate household of the unit member.

An employee's compensation during such leave shall be equivalent to the employee's regular salary and fringe benefits minus the amount necessary to pay a substitute whether or not a substitute is employed to replace the unit member while on leave.

12.9.6 District Notification

The Classified Personnel Office will notify an employee who is on a leave of absence, twenty-five (25)days before the expiration of such leave, that his/her position is being held pending notification of the employee's intent to return. Such notification shall be sent by U.S. mail to the employee's last known mailing address. In the event the employee fails to respond to the District notification fifteen (15) days before the expiration of the leave indicated the employee's intention to return from leave, it is understood that the District may proceed to fill the employee's position. If a leave is granted for fewer than twenty-five (25) days or in the event of emergency conditions, the above procedures may be waived by the Personnel Director.

12.9.7 Reinstatement From Leave

Upon the expiration of a leave of absence, an employee shall be reinstated in his/her former classification if such classification still exists, or a similar classification for a position which is vacant and for which the employee is qualified, and which does not constitute a promotion.

12.9.9 Failure to Return From Leave

Failure to report for duty after a leave of absence has expired or has been revoked or canceled shall constitute dismissal from District service, unless the employee so dismissed shall satisfactorily show that such failure was excusable as determined by the Superintendent, in which case the employee shall be reinstated.

12.9.10 Health/Welfare Benefits While on Leave

An employee on Board approved leave of absence without pay, may participate in the District's health and dental and life insurance benefit program at the employee's own expense, provided the carrier allows.

Prior to the effective date of the Board approved leave of absence, the employee shall submit a written request to the Business Office to continue or discontinue the health and dental and life insurance program. A decision to discontinue the program is irrevocable during the period of the leave.

The employee who elects to maintain the health and dental and life insurance benefit program shall submit a check or money order to the Business Office for the exact amount of premium on or before the 25th day of each preceding month. Failure to comply with this payment provision will result in loss of insurance benefits during the entire period of the leave of absence.

12.10 *Paid Holidays

Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving
Day Before Christmas
Christmas Day
Day Before New Year's Day (in lieu of Admission Day)
New Year's Day
Martin Luther King, Jr. Day
Lincoln's Birthday
Washington's Birthday
Spring Friday
Memorial Day

*See current years calendar for actual day on which the paid holiday will fall.

12.10.1 Eligibility

12.10.1.1 All employees will be entitled to payment for Board authorized holidays, provided they are in paid status during any portion of the day immediately preceding or succeeding the holiday.

12.10.1.2 Employees who are not assigned to duty during the Winter or Spring recess shall be paid for any Board authorized holidays during this period provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or following the Winter or Spring recess.

12.10.1.3 When a holiday falls on Sunday, the following Monday will be observed. When a holiday falls on Saturday, the preceding Friday will be observed.

12.11 **Catastrophic Leave (Board Policy 6602, 6602-R)**

Employees may participate in the District Catastrophic Leave Program by irrevocably donating accrued sick leave credits for an employee who experiences a catastrophic personal illness or injury. Donations made under the Catastrophic Leave Program shall be strictly voluntary.

12.11.1 Definitions:

12.11.1.1 "Catastrophic illness or injury" means an 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 creates a financial hardship for the employee because he/she has exhausted all of his/her sick leave and other paid time off with the exception of extended illness leave.

12.11.1.2 "Eligible leave credits" are sick leave days accrued by the donating employee and donated to the Catastrophic Leave Program.

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

12.11.1.4 The "Open Enrollment Period" shall take place annually during the month of October each year.

12.11.1.5 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); and the Mid-Managers Association, 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 the District Administration designated by the Superintendent.

12.11.1.6 "Enrolled Member" means a qualified permanent employee who has enrolled in the Catastrophic Leave Program.

12.11.2 The Board adopted the following rules and regulations for the administration of this policy, including, but not limited to the following:

12.11.2.1 Participation in the Catastrophic Leave Program shall be voluntary, but permitted for all permanent employees who are eligible for extended sick leave benefits.

12.11.2.2 To become an Enrolled Member in the program, a permanent employee must initially donate one sick leave day. Enrolled Members must then donate one sick leave day per year during the Open Enrollment Period to maintain eligibility.

12.11.2.3 The Sick Leave Bank is available to all Enrolled Members for use during their work year.(Enrolled Members who are 12 month employees may apply to use the Sick Leave Bank year round. All other Enrolled Members are eligible according to their regular work year.)

12.11.2.4 Employees, who elect not to enroll in the Catastrophic Leave Program upon first becoming eligible, must wait sixty (60) duty days after their enrollment to become eligible to withdraw from the Bank.

12.11.2.5 The Sick Leave Bank must not be used concurrently with the extended illness leave benefit. Leave shall be taken in the following order: (1) sick leave, (2) catastrophic leave, (3) extended illness leave.

12.11.2.6 The maximum amount of time for which donated eligible leave credits may be used is twenty-five (25) days for any one catastrophic illness. The lifetime benefits from this policy may not exceed a total of fifty (50) days.

12.11.2.7 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 employee’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.

12.11.2.8 The receipt of a donated eligible leave credit through the Catastrophic Leave Program as defined herein, when combined with other district income, or income protection plan, shall not provide the recipient with a greater monthly District income/fringe benefit contribution than he/she received immediately prior to the receipt of catastrophic sick leave.

12.11.2.9 An Enrolled Member who receives donated eligible leave credits shall use any leave credits, including vacation, that he/she continues to accrue on a monthly basis prior to receiving/using additional donated eligible leave credits from the Sick Leave Bank.

12.11.2.10 Requests for donated eligible leave credits from the Sick Leave Bank must be made in increments of five (5) days.

12.11.2.11 If more than one Enrolled Member applicant is being considered at the same time and there are not enough days in the Bank to fill each request, the available days will

be divided equally or proportionately, as is consistent with the requests, between and among the Enrolled Member applicants. In this instance, additional donations of eligible leave credits may be accepted.

12.11.2.12 Direct Donations

Notwithstanding any other provision of Section 12.11 or its subsections, 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 Subsection 12.11.2.9, 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 Subsection 12.11.2.5. 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.

12.11.2.13 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.

12.11.2.14 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 to specific employees as stated in 12.11.2.12.

12.11.2.15 The Enrolled Member must waive any and all claims against the Board, District and its officer and employees, arising from the administration of the Catastrophic Leave Program.

12.11.2.16 The Sick Leave Bank Committee will issue a report to all employees of the status of the Sick Leave Bank each semester.

12.11.3 Donating to the Sick Leave Bank:

12.11.3.1 Any permanent employee on paid duty status shall be eligible to participate with a minimum annual deposit of one (1) eligible leave credit.

12.11.3.2 All transfers of eligible leave credits are irrevocable.

12.11.3.3 Enrolled Members may donate up to three (3) full days of eligible leave credits per school year.

12.11.3.4 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.

12.11.3.5 Donations to the Sick Leave Bank are general donations.

12.11.3.6 When and if the 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. Employees seeking to become new Enrolled Members, however, must still donate at least one (1) eligible leave credit to enter the Catastrophic Leave Program.

12.11.4 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:

12.11.4.1 The employee must be an Enrolled Member before requesting donated eligible leave credits.

12.11.4.2 The Enrolled Member must provide verification of catastrophic illness or injury as required by the Superintendent or designee Board.

12.11.4.3 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.

12.11.4.4 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.

12.11.4.5 The Sick Leave Bank Committee determines that the Enrolled Member is unable to work due to the Enrolled Member's catastrophic illness or injury.

12.11.4.6 The Enrolled Member has exhausted all accrued paid leave credits with the exception of extended illness leave.

12.11.4.7 At the start of the Sick Leave Bank withdrawal, voluntary deductions from the Enrolled Member's paycheck will be discontinued (except for AUHSD computer loan payments and health and life insurance payments.)

12.11.4.8 Conditions, Illnesses, and Injuries Not Covered:

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 Workers' Compensation Program, are also not covered.

ARTICLE 13: VACATIONS

13.1 **Eligibility**

Permanent employees of the bargaining unit who have completed six (6) months of paid service as a regular probationary employee, or a restricted employee, shall accumulate vacation from their date of hire at the regular rate of pay earned at the time the vacation is commenced.

Probationary employees may take vacation as approved by their supervisor. Said vacation shall not become a vested right until the sixth (6th) month of employment is complete. Should an employee leave the District for any reason prior to being awarded permanent status, all used vacation will be repaid to the District.

13.2 **Accrual**

Every employee shall earn vacation at the prescribed rate. Employees who are on leave to serve in a limited-term assignment, or who serve in limited-term assignments during periods when they are not regularly assigned, shall earn vacation during such limited-term assignments. Vacation shall also be earned during any paid leave of absence.

13.3 **Number of Days**

Employees shall be entitled to vacation with pay earned at the rate of one (1) day for each month in a paid status, not to exceed twelve (12) working days of vacation in each fiscal year, computed as follows:

One (1) year or less in a paid status:

12 month unit members	12 days
11 month unit members	11 days
10 month unit members	10 days
9 month unit members	9 days

Employees in a paid status who work less than the normal eight (8) hour day shall be eligible for vacation benefits on a prorated basis using the ratio of actual time worked to eight (8) hours, i.e., a six (6) hour employee would receive 6/8th of a day per month.

13.4 **Additional Days**

Employees with more than one (1) year of service in a paid status are entitled to working days of vacation with pay in each fiscal year, in addition to those set forth in 13.3, computed as follows:

1 additional day at the start of the 2nd year
2 additional days at the start of the 4th year
3 additional days at the start of the 5th year
4 additional days at the start of the 6th year
4 additional days at the start of the 7th year
5 additional days at the start of the 8th year
6 additional days at the start of the 9th year
6 additional days at the start of the 10th year
7 additional days at the start of the 11th year

7 additional days at the start of the 12th year
8 additional days at the start of the 13th year
8 additional days at the start of the 14th year
9 additional days at the start of the 15th year
10 additional days at the start of the 16th year
11 additional days at the start of the 17th year

13.5 **Use of Days**

Earned vacation shall be taken only at times which are mutually agreeable to the employee and his/her supervisor. Employees are encouraged to take vacation at times that have the least impact to the operations of the district and school site. Supervisors will consider reasonableness and impact of essential services to staff and students when approving vacation requests.

Employees are expected to attain approval of vacation days prior to making vacation plans.

13.6 **Accumulation of Days**

All vacation days earned by all monthly full-time permanent employees with less than five (5) years of service must be taken within twelve (12) months following the period in which it is earned and may not be accumulated beyond this period. All monthly full-time permanent employees, after five (5) years of service may "save" up to six (6) days of vacation earned during the preceding year to be used within the following year for an extended vacation, not to exceed twenty-nine (29) working days under adopted regulations regarding vacations.

13.7 **Vacation Schedules**

During the first working month of each school/fiscal year, permanent employees and the supervisor shall meet and mutually agree to a vacation schedule for that school/fiscal year. Changes to the vacation calendar may be amended throughout the year utilizing the same approval process as stated in 13.5. If the employee is not permitted to take his/her full annual vacation, the amount not taken shall accumulate for use in the next year or be paid for, in cash, at the option of the employee for the days that exceed their cap.

The employee may be granted vacation during the school year, even though not earned at the time the vacation is taken, with the approval of the immediate supervisor.

13.8 **Termination of Vacation**

In case of termination, vacation time owed the District shall be deducted from the final paycheck.

13.9 **Interruption of Vacation**

An employee in the bargaining unit shall be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this Agreement without a return to action service, provided the employee supplies notice and supporting information regarding the basis for such interruption or termination. A doctor's written

verification of illness will be required in order to commence illness leave under this provision.

13.10 **Upon Separation**

On separation from service, the employee shall be entitled to lump sum compensation for all earned and unused vacation at the rate of pay applicable to his last regular assignment, except the employee who has not completed six (6) months of employment in regular or restricted status shall not be entitled to such compensation.

13.11 **Holiday During Vacation**

When a holiday falls during the scheduled vacation day of any bargaining unit employee, such employee shall be granted an additional day's vacation and pay for each holiday falling within that period.

13.12 **Fall, Winter and Spring Break**

For the purposes of this Article, the District office shall be open for business during the Fall, Winter and Spring break. Employees who choose to work during the Fall, Winter and Spring break may do so in their own job classification, and at their own work sites except when a work safety issue is presented. Employees are encouraged to schedule vacations during periods when students are not in session.

ARTICLE 14: ASSOCIATION RIGHTS

14.1 **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 fiscal year of released time for the purpose of conducting Association business. These days shall be taken in minimum increments of one (1) full day.

14.2 **Released Time – Negotiations**

During each school year when negotiations are in progress, and following prior notice and scheduled coordination with the immediate supervising administrator, seven (7) authorized representatives of the CSEA bargaining unit shall be granted a maximum of seven (7) 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 CSEA bargaining team shall be responsible for notifying their immediate supervisors of meeting times and dates and requesting released time one (1) day prior to scheduled negotiations meetings. Only in cases of emergency or hardship as defined by the immediate supervisor may an employee's request be refused.

14.3 **Access**

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 employees 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/her presence and the intended purpose of the visit.

14.4 **Seniority Roster**

Upon request, CSEA will be provided at a reasonable cost a complete seniority roster of all bargaining employees.

14.5 **Employee Roster**

On or before November 15 of each school year, CSEA will be provided a complete roster of all bargaining employees containing the employee’s current classification, location, date of hire, home address, phone number and month of birth.

ARTICLE 15: SEPARABILITY AND SAVINGS

15.1 If any provision of this Agreement should be 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 jurisdictional 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.

15.2 If any such decision or change in law occurs the parties hereto shall, upon request within ten (10) working days, commence meeting and negotiating with respect to the means of compliance therewith and/or negotiate a new article(s) to replace the invalidated article(s).

ARTICLE 16: ENTIRE AGREEMENT

The District and the Association (CSEA) shall be bound by those terms which are expressly and explicitly set forth in this agreement. Any past practices or understandings between the Association (CSEA) and the district that are within the scope of bargaining as set forth in Government Code section 3543.2 shall not be subject to modification without negotiations between the Association (CSEA) and the District.

ARTICLE 17: PUBLICATION OF AGREEMENT

17.1 The District shall make this Agreement and updates to this agreement available on the District website. The District will provide, upon request and without charge, a copy of this Agreement to any employee in the bargaining unit. At the time of employment, any employee who becomes a member of the bargaining unit after execution of the Agreement, shall be notified in writing of the availability of this Agreement on the District website and their right to receive a written copy of this Agreement without charge. Written changes agreed to by the parties of this Agreement during the life of this Agreement will also be available on the District website and upon request by any employee.

17.2 Each year, CSEA will be provided with printed copies of this Agreement equal to 10% of the total membership.

17.3 The Association shall have the opportunity to appear at orientation meetings to explain how the Association functions.

ARTICLE 18: DURATION AND REOPENERS

This Agreement shall become effective on July 1, 2020 and remain in full force and effect up to and including June 30, 2023 and thereafter shall continue in effect year-by-year unless one of the parties has been notified by the other in writing of its intent to terminate.

During the 2021-22 contract year, all articles shall be open for negotiations. During the 2022-23 contract year, the subjects of Article 2: Health and Welfare, and Article 11: Wages and Items Related to Wages, shall be open for negotiations.

In addition to these articles referenced above, CSEA and the District shall each have the option of opening one (1) other article of their choosing. These topics will be the only subjects of negotiations.

It is understood that other provisions of the Agreement shall remain in full force and effect for the years 2020-2021, 2021-2022 and 2022-2023 notwithstanding the results of the limited re-opener of negotiations as outlined above.

This Agreement is dated: May 20, 2021

Agreement for 2020-2021 / Board Approved June 17, 2021

ANAHEIM UNION HIGH SCHOOL DISTRICT

By: Brad Jackson (Jun 14, 2021 09:40 PDT)
Brad Jackson
Assistant Superintendent,
Human Resources

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 74

By: Jacqueline Brock (Jun 12, 2021 15:43 PDT)
Jacqueline Brock
CSEA President

By:
Karli Nevarez
CSEA
Labor Relations Representative

ANAHEIM UNION HIGH SCHOOL DISTRICT
CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION (CSEA)
2022/2023 SALARY SCHEDULE
Effective 7/1/22 - BOT Approved 2/16/23

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
41	CAMPUS SAFETY AIDE	3252.00	3383.00	3524.00	3660.00	3804.00	3961.00	4036.00	4119.00	4202.00	4284.00	Monthly
		18.46	19.20	20.03	20.78	21.62	22.51	22.95	23.39	23.86	24.33	Hourly
43	INSTR ASSISTANT	3413.00	3555.00	3702.00	3846.00	3999.00	4166.00	4244.00	4324.00	4413.00	4501.00	Monthly
	INSTR ASSISTANT-SPECIALIZED ACADEMIC INSTR OFFICE ASSISTANT PUBLIC INFORMATION ASSISTANT	19.40	20.21	21.03	21.84	22.72	23.66	24.13	24.57	25.08	25.56	Hourly
47	COMPUTER LAB ASSISTANT	3763.00	3917.00	4067.00	4241.00	4405.00	4581.00	4673.00	4766.00	4865.00	4954.00	Monthly
	INSTR ASST - BILINGUAL (SPANISH) INSTR ASST - BILINGUAL (VIETNAMESE) INSTR ASST - BILINGUAL (KOREAN) INSTR ASST - BILINGUAL (ARABIC) INSTR ASST - BILINGUAL (ROMANIAN) INSTR ASST - SPEC ACADEMIC INSTRUCT/BILINGUAL INSTR ASST - STUDENT/PARENT LIAISON/BILINGLUAL OFFICE ASSISTANT/BILINGUAL SCHOOL COMMUNITY LIAISON	21.36	22.26	23.09	24.08	25.03	26.07	26.55	27.06	27.65	28.18	Hourly
49		3958.00	4118.00	4272.00	4450.00	4631.00	4817.00	4906.00	5011.00	5106.00	5203.00	Monthly
		22.49	23.39	24.27	25.27	26.30	27.39	27.87	28.48	29.02	29.59	Hourly
51	CHILD WELFARE & ATTENDANCE LIAISON	4154.00	4316.00	4497.00	4671.00	4861.00	5052.00	5148.00	5263.00	5359.00	5476.00	Monthly
	COLLEGE & CAREER READINESS SPECIALIST DISTRICT RECEPTIONIST FACILITIES PLANNING ASSISTANT HEALTH SERVICES TECHNICIAN I INSTR ASST - ADULT TRANSITION INSTR ASST - BEHAVIORAL SUPPORT INSTR ASST - MATHEMATICS INSTR ASST - MEDICALLY FRAGILE/ORTHO IMPAIRED INSTR ASST - SPECIAL ABILITIES INSTR ASST - DEAF/HARD OF HEARING INSTR ASST - VISUALLY IMPAIRED INSTRUCTIONAL MATERIALS TECHNICIAN LANGUAGE TESTING ASSISTANT PUBLICATIONS TECHNICIAN SCHOOL LIBRARY/MEDIA TECHNICIAN SECRETARY - ATTENDANCE SECRETARY - PROGRAM SUPPORT SECRETARY - REGISTRAR/RECORDS SECRETARY - SCHOOL SUPPORT WORKABILITY PLACEMENT ASSISTANT	23.60	24.55	25.54	26.54	27.64	28.72	29.27	29.88	30.46	31.10	Hourly
53	SECRETARY-BILINGUAL/ATTENDANCE	4366.00	4533.00	4714.00	4903.00	5104.00	5309.00	5409.00	5521.00	5626.00	5742.00	Monthly
	SECRETARY-BILINGUAL/PROGRAM SUPPORT SECRETARY-BILINGUAL/REGISTRAR-RECORDS SECRETARY-BILINGUAL/SCHOOL SUPPORT TRANSLATOR	24.81	25.76	26.79	27.86	29.01	30.15	30.75	31.38	31.97	32.64	Hourly

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ATTCHMENT A

ANAHEIM UNION HIGH SCHOOL DISTRICT
CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION (CSEA)
2022/2023 SALARY SCHEDULE
Effective 7/1/22 - BOT Approved 2/16/23

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
54		4485.00	4673.00	4861.00	5064.00	5265.00	5480.00	5586.00	5706.00	5817.00	5943.00	Monthly
		25.50	26.55	27.64	28.76	29.89	31.11	31.76	32.42	33.07	33.77	Hourly
55	ASB ACCOUNT TECHNICIAN	4580.00	4761.00	4951.00	5148.00	5357.00	5571.00	5678.00	5794.00	5909.00	6031.00	Monthly
	BRAILLE TRANSCRIBER INFORMATION SYSTEMS TECHNICIAN LICENSED VOCATIONAL NURSE	26.06	27.05	28.13	29.27	30.46	31.65	32.27	32.92	33.57	34.27	Hourly
56		4699.00	4879.00	5076.00	5278.00	5491.00	5709.00	5822.00	5942.00	6060.00	6184.00	Monthly
57	ACCOUNTING TECHNICIAN	4816.00	4997.00	5200.00	5406.00	5622.00	5845.00	5968.00	6089.00	6209.00	6332.00	Monthly
	ADMINISTRATIVE ASSISTANT BENEFITS TECHNICIAN BUSINESS TECHNICAN CREDENTIALS TECHNICIAN HUMAN RESOURCES TECHNICIAN PAYROLL TECHNICIAN RISK MANAGEMENT TECHNICIAN SPEECH LANGUAGE PATHOLOGY ASSISTANT	27.37	28.38	29.58	30.74	31.94	33.21	33.90	34.61	35.28	35.99	Hourly
58	ATHLETIC TRAINER (until 12/31/22)	4932.00	5125.00	5330.00	5543.00	5764.00	5994.00	6117.00	6240.00	6363.00	6489.00	Monthly
		28.04	29.12	30.30	31.50	32.76	34.06	34.75	35.47	36.17	36.87	
59	ADMINISTRATIVE ASSISTANT BILINGUAL	5049.00	5252.00	5458.00	5676.00	5905.00	6141.00	6264.00	6391.00	6518.00	6645.00	Monthly
	FAMILY & COMMUNITY ENGAGEMENT SPECIALIST INFORMATION SYSTEMS SPECIALIST I LANGUAGE PROGRAM TECHNICIAN LEGAL ADMINISTRATIVE ASSISTANT SR ACCOUNTING TECHNICIAN SR BUDGET TECHNICIAN SR ADMINISTRATIVE ASSISTANT PROGRAM SUPPORT SR ADMINISTRATIVE ASSISTANT SCHOOL SUPPORT SR ADMINISTRATIVE PROCUREMENT ASSISTANT SR CREDENTIAL TECHNICIAN SR PAYROLL TECHNICIAN WORKABILITY PLACEMENT SPECIALIST	28.70	29.85	31.02	32.26	33.56	34.89	35.60	36.32	37.05	37.76	Hourly
60	SIGN LANGUAGE INTERPRETER	5173.00	5382.00	5593.00	5819.00	6056.00	6292.00	6420.00	6549.00	6679.00	6813.00	Monthly
		29.40	30.59	31.80	33.07	34.41	35.76	36.47	37.23	37.97	38.71	
61	FOOD SERVICE TECHNICIAN	5298.00	5512.00	5729.00	5963.00	6206.00	6444.00	6575.00	6707.00	6840.00	6980.00	Monthly
	SR ADMIN ASST SCHOOL SUPPORT/BILINGUAL SR ADMIN ASST PROGRAM SUPPORT/BILINGUAL	30.10	31.32	32.56	33.87	35.26	36.62	37.35	38.12	38.89	39.66	Hourly
62	ASSESSMENT/EVALUATION TECHNICIAN	5521.00	5748.00	5977.00	6216.00	6461.00	6724.00	6864.00	7002.00	7149.00	7287.00	Monthly
	ATHLETIC TRAINER (eff. 1/1/23) BENEFITS SPECIALIST PARENT INVOLVEMENT SPECIALIST	31.38	32.65	33.94	35.33	36.72	38.21	39.00	39.78	40.63	41.42	Hourly

ATTACHMENT A

BOT 68

ANAHEIM UNION HIGH SCHOOL DISTRICT
CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION (CSEA)
2022/2023 SALARY SCHEDULE
Effective 7/1/22 - BOT Approved 2/16/23

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
63		5567.00	5784.00	6016.00	6263.00	6512.00	6767.00	6906.00	7043.00	7185.00	7331.00	Monthly
	BEHAVIOR INTERVENTION SPECIALIST BUYER FOOD SERVICE ACCOUNTING SPECIALIST MEDI-CAL BILLING SPECIALIST	32.13	33.36	34.71	36.14	37.57	39.04	39.85	40.64	41.45	42.28	Hourly
64	WEBMASTER	5708.00	5934.00	6171.00	6422.00	6675.00	6941.00	7082.00	7222.00	7368.00	7517.00	Monthly
		32.67	33.93	35.31	36.75	38.23	39.71	40.53	41.33	42.16	43.02	Hourly
65	ART DESIGNER	5848.00	6083.00	6327.00	6579.00	6840.00	7117.00	7258.00	7403.00	7551.00	7703.00	Monthly
		33.21	34.51	35.89	37.37	38.88	40.38	41.21	42.02	42.87	43.75	Hourly
66	PROCUREMENT CONTRACT SPECIALIST SENIOR BUYER	6009.00	6249.00	6501.00	6760.00	7030.00	7311.00	7460.00	7608.00	7758.00	7912.00	Monthly
68	INFORMATION SYSTEMS ANALYST	6330.00	6582.00	6847.00	7122.00	7407.00	7703.00	7857.00	8014.00	8173.00	8335.00	Monthly
75	NETWORK ANALYST PROGRAMMER ANALYST	7456.00	7749.00	8067.00	8388.00	8724.00	9072.00	9249.00	9433.00	9626.00	9817.00	Monthly
		42.38	44.03	45.81	47.67	49.57	51.54	52.52	53.59	54.71	55.80	Hourly
76	SYSTEMS ADMINISTRATOR	7835.00	8142.00	8466.00	8805.00	9154.00	9526.00	9711.00	9910.00	10114.00	10313.00	Monthly
		44.52	46.28	48.11	50.03	52.00	54.11	55.19	56.29	57.46	58.58	Hourly

Unit members will be eligible for long service recognition (longevity) upon the completion of ten (10) years of service in the Anaheim Union High School District under the following plan:
Each longevity step stands on its own and is not cumulative nor compounded. Longevity:
2% plus $618 after ten (10) years of service with AUHSD
4% plus $1839 additional after fifteen (15) years of service with AUHSD
7% plus $3,386 additional after twenty (20) years of service with AUHSD
10% plus $4,416 additional after twenty-five (25) years of service with AUHSD
12% plus $4,716 additional after thirty (30) years of service with AUHSD

Percentages and flat rates stand alone. They are not added together or compounded.

Bilingual stipend and Nightwork differential: $161.00

ATTACHMENT A

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District

And the

California School Employees Association (CSEA)

CSEA/AUHSD Effects of Layoffs for 2008-09 School Year.

This agreement applies to employees who were affected by the layoffs for the 2009-10 school year.

1. **District-paid Leave for Seeking Employment** – The district would waive 12.7.3 and allow employees to use their Personal Necessity days for the purpose of seeking employment including the two days of PN which are not counted against the employee.
2. **Workload** – The district and CSEA agree that employees who perform work that was previously performed by an employee whose position has been eliminated shall not be required or expected to work beyond their established work day or be disciplined or negatively evaluated due to an unreasonable workload. CSEA members will also not be required to perform work that is outside of their classification. The district agrees not to use volunteers, outside agencies or sub-contractors to perform the work of employees who were laid off.
3. **Provisional Positions** – After all employees have been offered re-employment or displacement rights within the open classification, unit members of other classifications who have been laid off shall have the first opportunity, to fill provisional positions and limited term positions in any classification as long as they "meet minimum qualifications" of the position as stated in 11.20.8 of the contract. Minimum qualifications will be determined using established procedures.
4. **Bilingual Instructional Aides** – Bilingual IAs who are laid off shall be re-employed to any vacancy in regular instructional aide position after all regular IAs have been offered re-employment or displacement rights within the open classification per 11.20.8 of the contract.
5. **Site Secretary** – The five site secretary positions that were eliminated at the March 5 board meeting were brought to the board on June 4 for approval to rescind the eliminations. CSEA and the district agree to work together to implement a plan to address the problems within this classification prior to consideration of layoffs that affect this classification.
6. **Reduction of Hours, Days, Weeks, Months** – Any unit members who are reduced in hours, days, weeks, or months shall be reinstated to their levels of hours, days, weeks, or months when the District's Second Interim Report reaches the same Total Deficited Base Revenue Limit (BRL) x Average Daily Attendance (ADA) (specifically, BRL multiplied by ADA) level of funding that the district received on the Second Interim Report in 2007-2008. Reinstatement shall be contingent on agreement by the parties through negotiations based on staffing needs.

This agreement is dated: 8/20/09

For the District:

Russell Lee-Sung
Assistant Superintendent
Human Resources

For the California School Employees Association (CSEA):

Sharon Yager
President
CSEA, Chapter 74

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District

And the

California School Employees Association (CSEA)

CSEA/AUHSD Effects of Layoffs for 2010-2011 school year

1. **District-paid Leave for Seeking Employment** – The District would waive 12.7.3 and allow employees to use their Personal Necessity days for the purpose of seeking employment.
2. **Workload** – The District and CSEA agree that employees who perform work that was previously performed by an employee whose position has been eliminated shall not be required or expected to work beyond their established work day or be disciplined or negatively evaluated due to an unreasonable workload. CSEA members will also not be required to perform work that is outside of their classification. The District agrees not to use volunteers, outside agencies or sub-contractors to perform the work of employees who were laid off.
3. **Provisional Positions** – After all employees have been offered re-employment or displacement rights within the open classification, unit members of other classifications who have been laid off shall have the first opportunity, to fill provisional positions and limited term positions in any classification as long as they "meet minimum qualifications" of the position as stated in 11.20.8 of the contract. Minimum qualifications will be determined using established procedures.
4. **Reduction of Hours, Days, Weeks, Months** – Any unit members who are reduced in hours, days, weeks, or months shall be reinstated to their levels of hours, days, weeks, or months when the District's Second Interim Report reaches the same Total Deficited Base Revenue Limit (BRL) x Average Daily Attendance (ADA) (specifically, BRL multiplied by ADA) level of funding that the District received on the Second Interim Report in 2007-2008. Reinstatement shall be contingent on agreement by the parties through negotiations based on staffing needs.
5. **Instructional Assistants Severely Handicapped and Special Education** – Instructional Assistant SH/SE who were reduced from 10.1 months to 9 months shall be returned to 10.1 months in their position when summer school and Extended School Year (ESY) are fully restored.
6. **Extended School Year (ESY)**- Instructional Assistants who are needed for the ESY program during the month of July, 2010, will be assigned in the following manner:

    - First, Instructional Assistant SH employees who are 1:1 with their student and that student is attending the ESY program shall be placed with their student.
    - Second, Instructional Assistants SH employees who are trained in specific specialized behavioral programs shall be placed in those programs with their students before other Instructional Assistants SH.
    - Third, Instructional Assistants SH employees who were reduced from 10.1 to 9 months at Hope and CDS shall be offered employment for ESY program in the month of July, 2010 at the Hope and Loara school site based on seniority.

7. **Secretary Classifications** – Employees in the classifications of secretary who were either laid off or displaced and transferred to a lower classification shall maintain their seniority from the effective date to when they are reinstated to any secretary classification. The employees in the secretary classification shall not be penalized for unpaid leave caused by layoff or displacement or lose seniority in the secretary classifications due to moving to a lower classification.

8. **Floating Furlough Day**

   One of the seven furlough days previously agreed to by CSEA and the district will be a floating furlough day which shall be used at the unit member's discretion. Any request which does not create an undue hardship at the work site shall not be denied by the unit member's supervisor.

   Scheduling of the floating furlough day shall occur at the beginning of the school year at the same time as vacation is scheduled.

   If there is a conflict which involves another unit member's scheduling on the same day, seniority shall be the determining factor in awarding the day.

   If the unit member is denied on the basis of undue hardship and another day is not mutually agreed upon, the unit member shall have the right to appeal to the Assistant Superintendent of Human Resources.

This agreement is dated: 5/26/10

For the District:

Russell Lee-Sung
Assistant Superintendent
Human Resources

For California School Employees Association (CSEA):

Sharon Yager
President
CSEA, Chapter 74

ANAHEIM UNION HIGH SCHOOL DISTRICT — THE SPIRIT OF LEARNING SINCE 1898

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

And the

California School Employees Association (CSEA)

CSEA/AUHSD Effects of Layoffs for 2011-2012 school year

1. **District-paid Leave for Seeking Employment** – The District would waive 12.7.3 and allow employees to use their Personal Necessity days for the purpose of seeking employment.

2. **Workload** – The District and CSEA agree that employees who perform work that was previously performed by an employee whose position has been eliminated shall not be required or expected to work beyond their established work day or be disciplined or negatively evaluated due to an unreasonable workload. CSEA members will also not be required to perform work that is outside of their classification. The District agrees not to use volunteers, outside agencies or sub-contractors to perform the work of employees who were laid off.

3. **Provisional Positions** – After all employees have been offered re-employment or displacement rights within the open classification, unit members of other classifications who have been laid off shall have the first opportunity, to fill provisional positions and limited term positions in any classification as long as they "meet minimum qualifications" of the position as stated in 11.20.8 of the contract. Minimum qualifications will be determined using established procedures.

4. **Reduction of Hours, Days, Weeks, Months** – Any unit members who are reduced in hours, days, weeks, or months shall be reinstated to their levels of hours, days, weeks, or months when the District's Second Interim Report reaches the same Total Deficited Base Revenue Limit (BRL) x Average Daily Attendance (ADA) (specifically, BRL multiplied by ADA) level of funding that the District received on the Second Interim Report in 2007-2008. Reinstatement shall be contingent on agreement by the parties through negotiations based on staffing needs.

ANAHEIM UNION HIGH SCHOOL DISTRICT — THE SPIRIT OF LEARNING SINCE 1898

Extended School Year (ESY)- Instructional Assistants who are needed for the ESY program during the month of July, 2011, will be assigned in the following manner:

- First, Instructional Assistant-SH employees who are 1:1 with their student and that student is attending the ESY program shall be placed with their student.
- Second, Instructional Assistant-SH employees who are trained in specific specialized behavioral programs shall be placed in those programs with their students before other Instructional Assistants-SH.
- Third, Instructional Assistant-SH employees who were reduced from 10.1 to 9 months at Hope and CDS shall be offered employment for ESY program in the month of July, 2011 at the Hope and Loara school site based on seniority.
- Fourth, any remaining ESY Instructional Assistant-SH positions shall be offered to the other Instructional Assistant-SH in the District by seniority.

This agreement is dated: June 13, 2011

For the District:

Russell Lee-Sung
Assistant Superintendent
Human Resources

For California School Employees Association (CSEA):

Sharon Yager
CSEA, Chapter 74
President

Ken Ball
CSEA
LRR

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

And the

California School Employees Association (CSEA)

CSEA/AUHSD Effects of Layoffs for 2012-2013 school year

1. **District-paid Leave for Seeking Employment** – The District would waive 12.7.3 and allow employees to use their Personal Necessity days for the purpose of seeking employment.

2. **Workload** – The District and CSEA agree that employees who perform work that was previously performed by an employee whose position has been eliminated shall not be required or expected to work beyond their established work day or be disciplined or negatively evaluated due to an unreasonable workload. CSEA members will also not be required to perform work that is outside of their classification. The District agrees not to use volunteers, outside agencies or sub-contractors to perform the work of employees who were laid off.

3. **Provisional Positions** – After all employees have been offered re-employment or displacement rights within the open classification, unit members of other classifications who have been laid off shall have the first opportunity, to fill provisional positions and limited term positions in any classification as long as they "meet minimum qualifications" of the position as stated in 11.20.8 of the contract. Minimum qualifications will be determined using established procedures.

4. **Reduction of Hours, Days, Weeks, Months** – Any unit members who are reduced in hours, days, weeks, or months shall be reinstated to their levels of hours, days, weeks, or months when the District's Second Interim Report reaches the same Total Deficited Base Revenue Limit (BRL) x Average Daily Attendance (ADA) (specifically, BRL multiplied by ADA) level of funding that the District received on the Second Interim Report in 2007-2008. Reinstatement shall be contingent on agreement by the parties through negotiations based on staffing needs.

Extended School Year (ESY)- Instructional Assistants who are needed for the ESY program during the month of July, 2012, will be assigned in the following manner:

- First, Special Education Instructional Assistant employees who are 1:1 with their student and that student is attending the ESY program shall be placed with their student.
- Second, Special Education Instructional Assistant employees who are trained in specific specialized behavioral programs shall be placed in those programs with their students before other Instructional Assistants.
- Third, Special Education Instructional Assistant employees who were reduced from 10.1 to 9 months at Hope and CDS shall be offered employment for ESY program in the month of July, 2012 at the Hope and Loara school site based on seniority.
- Fourth, any remaining ESY Special Education Instructional Assistant positions shall be offered to the other Special Education Instructional Assistant in the District by seniority.

This agreement is dated: June 28, 2012

For the District:

Russell Lee-Sung
Assistant Superintendent
Human Resources

For California School Employees Association (CSEA):

Sharon Yager
CSEA, Chapter 74
President

Ken Ball
CSEA
LRR

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District

And the

California School Employees Association (CSEA)

This Memorandum of Understanding stipulates an agreement between Anaheim Union High School District (District) and the California School Employees Association (CSEA) related to Instructional Assistant Staffing to cover bus assignments and extended year instruction at Hope School.

Bus Supervision Assignment

The District agrees to increase the hours of the ten (10) most senior Instructional Assistant - Severely Handicapped personnel at Hope School to eight (8) hours per day, during the regular school year, beginning July 1, 2004. During extended year instruction beginning June 22, 2004, these employees will be "blue sheeted" to work one (1) hour before and one (1) hour after the school day. These employees will work in the classrooms and on the bus with students requiring additional assistance.

If due to enrollment or routing fluctuations, additional slots are necessary to cover bus supervision, the Principal will select employees to cover the additional assignment by seniority only as needed on a temporary (twenty one (21) days or less) basis only. Any assignment twenty two (22) days or more would be filled as a temporary position for the duration of the current school year.

This agreement will invalidate the "Bus Aide" Memorandum of Understanding dated May 6, 2002, providing a procedure of bidding for bus aide assignments, and make the additional hours permanent. Selection of employees to fill these assignments for initial placement will be by seniority. This is not intended to be precedent setting for any other selection processes in the future. Upon employee separation or transfer all other appointments will be made **IN ACCORDANCE TO MERIT RULES**.

All employees assigned to assist on the buses, and all eligible substitutes **MUST NOT HAVE RESTRICTED WORK DUTIES LIMITED THEIR ABILITIES TO ASSIST. ALL WILL BE** provided with training on care of the medically fragile by the School Nurse, with brush up training as needed. All employees assigned to assist on the buses, as well as all eligible substitutes will be provided with training by Transportation on the proper loading and unloading of students. These specially trained employees will share responsibility for loading the students on and assisting them off of the buses each day.

In the event the need for the number of bus routes mentioned above falls below the 10 most senior employees, CSEA and the District agree to meet and negotiate. CSEA, District, Employee and Supervisor will meet to discuss options.

Extended Year Assignment

The District agrees to increase the work year of all Instructional Assistant-Severely handicapped positions at Hope School to ten months and two days (10.1) beginning on June 22, 2004. These employees will work in their regular classrooms during extended year instruction. Hours will be dependent upon the program hours of "Extended Year" programs at Hope School. Non-Student days (during "Extended Year") will be non-work days for employees, but employees will be paid for the July 4th holiday each year.

This agreement is dated: June 13, 2011

For the District:

Russell Lee-Sung
Assistant Superintendent
Human Resources

For California School Employees Association (CSEA):

Sharon Yager
President
CSEA, Chapter 74

Ken Ball
CSEA
LRR

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

And the

California School Employees Association (CSEA)

Special Education Instructional Assistants

The California School Employees Association (CSEA) and the Anaheim Union High School District (AUHSD) jointly agree to the following changes in the hours and selection of special education instructional assistants. These changes will be a phase-in process over a five-year period.

The intent of this memorandum of understanding is to re-structure the staffing for special education instructional assistants to better meet the needs of the students and instructional staff, and to maintain an experienced and stable team of qualified instructional assistants.

Special education instructional assistants fall into three (3) categories: Instructional Assistant, Special Education (SE), Instructional Assistant, Special Education, Bilingual (SE-BIL), Instructional Assistant, Special Education, Severely Handicapped (SH)

The following changes will conceivably occur within a five-year period and through attrition.

1. Work Hours

1.1 Instructional Assistant, Special Education (SE) and Instructional Assistant, Special Education/Bilingual (SE-BIL), will have 5.75 hours.

1.2 Instructional Assistant, Severely Handicapped (SH) will have six (6) or more hours.

2. Staffing Guidelines

2.1 One (1) 5.75 hour Instructional Assistant, Special Education (SE) or Special Education Bilingual (SE-BIL) per each full time teacher, teaching with a mild/moderate credential, working in a classroom setting with students.

2.2 One (1) six (6) or more hour Instructional Assistant, Severely Handicapped (SH) per each full time teacher, teaching with a moderate/severe credential working with severely handicapped or emotionally disturbed students in a classroom setting. Additional Instructional Assistant, Severely Handicapped (SH) positions will be added to address unique circumstances and instructional needs at individual school sites. The Director of Special Youth Services will determine, jointly with school staff and support staff, the need for additional instructional assistants.

2.3 One-on-one assistants can be either Instructional Assistant, Special Education (SE) or Instructional Assistant, Special Education, Bilingual (SE-BIL), or Instructional Assistant, Severely Handicapped (SH) depending on the unique circumstances and instructional needs of the student requiring support. The Director of Special Youth Services will determine, jointly with school staff and support staff, the classification needed for one-on-one assistants.

2.4 Responsibilities requiring additional hours, such as bus assistants, will be assigned to Instructional Assistant, Severely Handicapped (SH) employees.

2.5 When determining which classification of instructional assistant is required for an assignment, it is understood that the appropriate classification is determined according to the duties that will be performed by that employee, and the alignment of said duties to the appropriate classification.

3. Vacancies

3.1 Instructional Assistant, Severely Handicapped (SH) & Instructional Assistant, Severely Handicapped, Bilingual (SH) positions will be posted and filled as a transfer and promotional opening. This allows interested Instructional Assistants (SE) to apply, test, and interview for the six (6) hour or higher positions with benefits. In the event that there are not a minimum of five (5) qualified candidates, the district may open the position to outside applicants.

3.2 Qualified individuals desiring to transfer into an Instructional Assistant (SH) position may request a transfer and will be interviewed.

3.3 Qualified individuals desiring to transfer into an Instructional Assistant, Special Education (SE) or Instructional Assistant, Special Education/Bilingual (SE-BIL) position may request a transfer and will be interviewed.

3.4 Only NCLB compliant employees and applicants may apply or request a transfer to a position with increased hours and/or benefits.

3.5 As instructional assistants vacate positions less than 5.75 or 6 hours, those positions will be phased out, and if deemed appropriate and necessary, will be replaced according to the new staffing guidelines as stated herein.

4. Grandfathering of Current Employees

4.1 All current instructional assistants who have health and welfare benefits shall continue to have health and welfare benefits as long as they continue in a position which, by contract language, is eligible for such benefits. The exception to this are employees who have accepted a temporary increase in hours which sunsets at the close of the 2006-2007 school year.

4.2 All current instructional assistants who are working less than 5.75 or 6 hours and prefer to remain in their current status, will not be penalized or forced to acquire additional hours or to interview for the increased hour positions.

This Memorandum of Understanding shall not be deemed as precedent setting or develop a district practice.

This agreement will sunset on June 30, 2017.

This agreement is dated: December 11, 2014

Russell Lee-Sung
Assistant Superintendent
Human Resources

Sharon Yager
President
CSEA, Chapter 74

Andrew Garofalo
Labor Relations Representative
CSEA

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE ANAHEIM UNION HIGH SCHOOL DISTRICT
AND CSEA, CHAPTER 74
REGARDING
COMPLIANCE WITH "NO CHILD LEFT BEHIND ACT of 2001"

WHEREAS, representatives of the District and CSEA, Chapter 74, met and discussed the compliance issues surrounding the "No Child Left Behind Act of 2001" (hereinafter the "Act"), and California Education Code Section 45330;

AND, WHEREAS, this Memorandum of Understanding is for the purpose of resolving the impacts and effects of the bargaining unit "Title I" Instructional Assistants as a result of the District's requirement to comply with the Act and California Education Code Section 45330;

NOW, THEREFORE, the District and CSEA, Chapter 74, agree as follows:

1. Except as provided in pargraph #2 below, the parties agree that all Instructional Assistants (those employees directly involved in the instruction of students, regardless of their funding source) will be administered an assessment/test designed to meet the guidelines of the Act. The parties further agree that Instructional Assistants hired after January 8, 2002, have already met the requirements of the Act through procedures already in place in the district.

2. The parties agree that employees hired prior to January 8, 2002, who can demonstrate that they have attained an AA degree or higher, or who can demonstrate successful completion of at least 48 semester units of coursework at an institution of higher education shall be deemed qualified and will not be required to take the assessment/test.

3. The parties agree that this process is in the best interest of the employees and will ensure equity and transferability, as well as continue to foster the high esteem with which our classified employees are held.

4. The parties agree that the assessment/test being used meets the "rigorous" requirements of the Act and that the passing grade level of 13.0 for each section has been appropriately established.

5. The parties agree that the assessment/test shall be offered at no cost to the unit member. The parties further agree that unit members shall be entitled to retake any or all of the assessment/test as necessary every 90 days to receive a qualifying score at a time scheduled by the District.

6. The parties agree that unit members hired prior to January 8, 2002, will take the assessment/test on a voluntary basis.

7. The parties agree that the District shall have the option of providing training for employees to assist in receiving a passing grade and said training will be offered and taken during duty, non-duty, paid or non-paid time, dependent upon scheduling.

8. The parties agree that unit members who are affected by Title I funding and who do not pass the assessment/test before June 30, 2006, will have the opportunity to administratively transfer to a non-Title I position of equal classification, wages hours, and benefits. Open positions for these employees may be created by the transfer of other Act qualified employees to Title I-funded positions.

9. If any provision of this Memorandum of Understanding is held to be unlawful, the entire Memorandum of Understanding shall be null and void.

10. This memorandum of Understanding shall not obligate the District to enter into any other Memorandum of Understanding on between the district and CSEA, Chapter 74.

Date: 1/28/04

Anaheim Union High School District

By: _____

Barry D. Escoe, Ed.D.
Assistant Superintendent, Human Resources

Date: 1/28/04

California School Employees' Association, Chapter 74

By: _____

Jackie Brock, President

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

and the

California School Employees Association (CSEA) and its Chapter 74

2014 Health and Welfare

The Anaheim Union High School District (AUHSD) and California School Employees Association (CSEA) and its Chapter 74 agree to the following regarding health and welfare:

Medical Insurance

Beginning with the 2014 calendar year the District's contribution to the blended super composite rate shall be increased from $13,189 to $13,493.

There shall be no change to the medical plans for the PPO and HMO except those changes that are mandated by the Federal Affordable Care Act which take effect on or after January 1, 2014.

Article 2.1.2 Life and AD & D, Article 2.1.3 Dental, Article 2.1.4 – Vision Care Insurance

The plan benefits for Life and Accidental Death/Dismemberment Insurance, Dental and Vision Care Insurance will continue with no change to the benefit plan.

This MOU agreement has no effect on any other language contained in Article 2 Health and Welfare and the MOU – Health and Welfare – Cost Containment dated May 10, 2012.

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 CSEA may request to re-open negotiations on health and welfare for 2014.

This agreement is dated: November 7, 2013

Russell Lee-Sung
Assistant Superintendent
Human Resources

Sharon Yager
President
CSEA, Chapter 74

Ken Ball
Labor Relations Representative
CSEA

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

and the

California School Employees Association (CSEA) and its Chapter 74

Early Retirement Incentive

The California School Employees Association (Association) and the Anaheim Union High School District (District) agree that the District will offer an Early Retirement Incentive during the 2014-15 school year.

It is understood that this offer is contingent upon a sufficient number of participants District wide retiring to make the implementation financially feasible for the District.

This agreement is dated: December 11, 2014

Russell Lee-Sung
Assistant Superintendent
Human Resources

Sharon Yager
President
CSEA, Chapter 74

Andrew Garofalo
Labor Relations Representative
CSEA

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

and the

California School Employees Association (CSEA) and its Chapter 74

Bilingual Status

This memorandum of understanding stipulates an agreement between the Anaheim Union High School District (District) and the California School Employees Association (CSEA) to develop an understanding and specific guidelines regarding bilingual status and compensation. CSEA and the District will address when a bilingual stipend or classification should be assigned as well as a complete and specific definition of the requirements, responsibilities, job duties, assigned tasks, replacement and/or removal of bilingual status as it relates in scope to which a mandatory meet and confer must take place.

CSEA and the District shall meet, study and develop a specific plan of action on or before May 1, 2015. The plan will be a subject of negotiations for 2015-16.

This MOU is dated: December 11, 2014

Russell Lee-Sung
Assistant Superintendent
Human Resources

Sharon Yager
President
CSEA, Chapter 74

Andrew Garofalo
Labor Relations Representative
CSEA

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

and the

California School Employees Association (CSEA) and its Chapter 74

Health and Welfare Program Change for 2016

The Anaheim Union High School District (AUHSD) and the California School Employees Association (CSEA) agree to the following changes in health and welfare program that were recommended by the Insurance Committee on October 6, 2015. Changes are effective on January 1, 2016:

Medical Insurance

PPO

- Co-pay for non-preferred formulary prescription drugs will change from $40 to $50.
- Prior Authorization (PA) will be required for certain non-preferred prescription drugs effective January 1, 2016, for new users under the Express Scripts Advantage PA and Limited PA programs. Current users of these drugs (prior to January 1, 2016) will not be subject to the PA program.

HMO

- Co-pay for non-preferred formulary prescription drugs will change from $40 to $50.

The current maximum District's contribution to the blended super composite rate is $14,101. For calendar year 2016, the maximum District contribution to the blended super composite rate will be $14,745.

This MOU has no effect on any other portion of the District's benefit plan.

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 CSEA may request, and the other party will agree, to re-open negotiations on health and welfare for 2016.

This MOU is dated: December 10, 2015

Brad Jackson
Interim Assistant Superintendent
Human Resources

Sharon Yager
President
CSEA, Chapter 74

Andy Garofalo
Labor Relations Representative
CSEA

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District

And the

California School Employees Association (CSEA)

CSEA/AUHSD Effects of Layoffs for 2016/2017 School Year

This agreement applies to employees who were affected by the layoffs for the 2017/2018 school year.

1. **Workload** - The District and CSEA agree that employees who perform work that was previously performed by an employee whose position has been eliminated, which is within the same classification or promotable family group, shall not be required to work beyond their established work day or be disciplined or negatively evaluated due to workload. CSEA members will not be required to perform work outside their classification. The District agrees volunteers, outside agencies or subcontractors will not be used to perform the work of laid-off employees.
2. **School Site Secretaries/Program Support Secretaries** - CSEA employees under these classifications that have been laid off or bumped due to seniority shall be considered as one classification upon open positions, when reinstatement from lay-offs, become available.
3. **Provisional/Limited Team Positions** - The District agrees that wait members who have been laid-off shall have first opportunity to fill provisional/limited term positions in any classification that the minimum qualifications of the position are met. District agrees to rescind the position of office assistant located at Hope School. CSEA and the District agree that the position of school support secretary at Katella High School will relocate work area to the area of the office assistant location at the entrance of the school to assist with helping students, parents, and others needing assistance.

This agreement is dated: May 24, 2017

For the District:

Brad Jackson
Assistant Superintendent
Human Resources

For the California School Employees Association (CSEA):

Jackie Brock
President
CSEA, Chapter 74

Memorandum of Understanding between the
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
and its ANAHEIM UNION HIGH CHAPTER NO. 74
and the
ANAHEIM UNION HIGH SCHOOL DISTRICT
Regarding Position Additions, Restorations, and Augmentations
November 13, 2018

The California School Employees Association ("CSEA") and its Anaheim High Chapter No. 74 and the Anaheim Union High School District ("District") agree to add, restore, or augment the following classified positions for the 2018-19 school year:

1) Ten (10) 8 hour, 10 month, Office Assistant positions—one each to be assigned to the following schools: (1) Anaheim High School, (2) Katella High School, (3) Loara High School, (4) Magnolia High School, (5) Savanna High School, (6) Ball Junior High School, (7) Brookhurst Junior High School, (8) Dale Junior High School, (9) South Junior High School, and (10) Sycamore Junior High School;
2) Two (2) 8 hour, 10 month, Secretary-Attendance Bilingual positions assigned to Sycamore Junior High School and South Junior High School and one (1) additional 8 hour, 10 month, Secretary-Attendance position assigned to Brookhurst Junior High School;
3) Increase of Months of Service to the entire Registrar/Records Clerk Classification and one (1) School Support Secretary at Hope School from 11 months to 11.5 Months;
4) Additional classified position additions, restorations, or increases in hours and/or months of service equivalent in cost to three (3) 8 hour, 10 month positions on range 43 of CSEA's Classified Salary Schedule determined by the District to best meet operational needs. In determining these positions, the District shall prioritize restoring, increasing hours, and/or increasing months of service of classified positions previously reduced in number, hours, or months of service or where a bargaining unit member currently resides on the 39 month rehire list.

CSEA and the District agree that the positions added, restored, or augmented above will be reviewed for continuing needs no earlier than three (3) years from the effective date of this Memorandum of Understanding ("MOU"). Should the District experience circumstances during this three year period which warrant the potential layoff of positions within CSEA's bargaining unit, CSEA may request, and the District will agree, to reopen negotiations of this MOU.

This Agreement is subject to CSEA 610 policy requirements and adoption by the Anaheim Union High School District.

AGREED:

ANAHEIM UNION HIGH SCHOOL DISTRICT

Brad Jackson
Assistant Superintendent, Human Resources
Anaheim Union High School District

11-16-18
Date

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

Jacqueline Brock
President, Anaheim High Chapter #74
California School Employees Association

11.16.18
Date

Jason Geanakopoulos
Labor Relations Representative
California School Employees Association

11/16/18
Date

Memorandum of Understanding between the
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
and its ANAHEIM UNION HIGH CHAPTER NO. 74
and the
ANAHEIM UNION HIGH SCHOOL DISTRICT
Regarding GPS/Zonar Tracking Devices and
Video Cameras on District Property and Vehicles
April 19, 2019

The California School Employees Association ("CSEA") and its Anaheim High Chapter No. 74 and the Anaheim Union High School District ("District") agree to the following Memorandum of Understanding (MOU) regarding GPS/Zonar tracking devices and/or video cameras/devices:

Evidence produced by the District which does not abide by the following guidelines shall not be used against an employee in a subsequent discipline or discharge hearing.

(1) Data from GPS/Zonar tracking devices and/or videotape, video data, and digital media files produced by video cameras or other monitoring devices controlled, possessed, or accessed by the District in any way may not be used against an employee in a subsequent discipline or discharge hearing unless a complete and full copy of the data or media (at the highest available quality and/or resolution possessed and/or viewed by the District) is provided to the employee and to her or his CSEA representatives (CSEA Chapter President and Labor Relations Representative), if so engaged.

(2) The parties agree that simply/only providing a summary of the data from the GPS/Zonar and/or partial selections or clips from videotape, video data, or digital media files capturing or providing context to an incident or activity that could potentially result, or actually results, in disciplinary action or proceedings being initiated by the District is not in any way in conformance with this MOU.

(3) The parties agree that the GPS/Zonar tracking devices may be used to corroborate the time of incidents or activity that could potentially result, or actually results, in disciplinary action or proceedings being initiated by the District.

This Memorandum of Understanding shall be fully enforceable through the grievance procedure embodied in the current Collective Bargaining Agreement between CSEA and the District.

This Agreement is subject to the CSEA 610 policy and adoption by the Anaheim Union High School District Board of Trustees.

AGREED:

ANAHEIM UNION HIGH SCHOOL DISTRICT

Brad Jackson, Assistant Superintendent, Human Resources
Anaheim Union High School District

4/24/19
Date

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

Sharon Yager, President, Anaheim High Chapter No. 74
California School Employees Association

4/24/19
Date

Jason Geanakopoulos, Labor Relations Representative
California School Employees Association

4/24/19
Date

MEMORANDUM OF UNDERSTANDING BETWEEN THE ANAHEIM UNION HIGH SCHOOL DISTRICT AND THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER #74 ON TEMPORARY REASSIGNMENT OF DUTIES FOR THE 2020-2021 SCHOOL YEAR AND COVID-19

August 18, 2020

This Memorandum of Understanding ("MOU") is entered into by and between Anaheim Union High School District ("District") and the California School Employees Association and its Chapter #74 (together "CSEA") concerning the District's reopening plan for the 2020-2021 school year.

The District and CSEA acknowledge that California Education Code §45101(a) requires that all classified positions have set duties. However, due to the unprecedented nature of the current conditions, CSEA and the District recognize that some CSEA bargaining unit positions may be asked to perform duties not currently contained within their current job description.

The parties agree that the following classifications may temporarily be assigned the duties below, respectively. The assignment of the respective duties below shall not exceed the duration of this agreement.

RANGE	JOB TITLE	POTENTIAL MODIFIED DUTIES
41	CAMPUS SAFETY AIDE	Crowd Control (entrances, parking flow) 41 Cleaning-Light (dusting, sanitizing, trash) 41 Health screening (entrances) 41 Home visits 47
43	INSTR ASSISTANT INSTR ASSISTANT-SPECIALIZED ACADEMIC INSTR OFFICE ASSISTANT PUBLIC INFORMATION ASSISTANT	Crowd Control (entrances, parking flow) 41 Cleaning-Light (dusting, sanitizing, trash) 41 Health screening (entrances) 41 Data Entry-Light (general info, survey) 43
47	COMPUTER LAB ASSISTANT INSTR ASST-BILINGUAL (SPANISH) INSTR ASST-BILINGUAL (VIETNAMESE) INSTR ASST-BILINGUAL (KOREAN) INSTR ASST-BILINGUAL (ARABIC) INSTR ASST-BILINGUAL (ROMANIAN) INSTR ASST-SPEC ACADEMIC INSTRUCTION-BIL INSTR ASST - STUDENT/PARENT LIAISON-BIL OFFICE ASSISTANT-BILINGUAL SCHOOL COMMUNITY LIAISON	Crowd Control (entrances, parking flow) 41 Cleaning-Light (dusting, sanitizing, trash) 41 Health screening (entrances) 41 Data Entry-Light (general info, survey) 43 Communication assistance (parent/student calls) 47 House visits (attendance confirmation) 47 Translation-Light (class/student support) 47
51	CHILD WELFARE & ATTENDANCE LIAISON DISTRICT RECEPTIONIST FACILITIES PLANNING ASSISTANT HEALTH SERVICES TECHNICIAN I	Crowd Control (entrances, parking flow) 41 Cleaning-Light (dusting, sanitizing, trash) 41 Health screening (entrances) 41 Data Entry-Light (general info, survey) 43

RANGE	JOB TITLE	POTENTIAL MODIFIED DUTIES
	INSTR ASST - ADULT TRANSITION INSTR ASST - BEHAVIORAL SUPPORT INSTR ASST - MATHEMATICS INSTR ASST - MED FRAGILE/ORTHO IMPAIRED INSTR ASST - SPECIAL ABILITIES INSTR ASST - SPEC (D/HH or VI) LANGUAGE TESTING ASSISTANT PUBLICATIONS TECHNICIAN SCHOOL LIBRARY/MEDIA TECHNICIAN SECRETARY - ATTENDANCE SECRETARY - PROGRAM SUPPORT SECRETARY - REGISTRAR/RECORDS SECRETARY - SCHOOL SUPPORT WORKABILITY PLACEMENT ASSISTANT	Communication assistance (parent/student calls) 47 House visits (attendance confirmation) 47 Translation-Light (class/student support) 47 Cleaning-Heavy (mopping, deep cleaning) 48 Contact Tracing (follow up calls) - limit to 2-4 51 Data Entry-Heavy (attendance, personnel) 51 Instructional Assistance (teacher/class support, tutoring) 51
53	SECRETARY-BILING/ATTENDANCE SECRETARY-BILING/PROGRAM SUPPORT SECRETARY-BILING/REGISTRAR-RECORDS SECRETARY-BILING/SCHOOL SUPPORT TRANSLATOR	Crowd Control (entrances, parking flow) 41 Cleaning-Light (dusting, sanitizing, trash) 41 Health screening (entrances) 41 Data Entry-Light (general info, survey) 43 Communication assistance (parent/student calls) 47 House visits (attendance confirmation) 47 Translation-Light (class/student support) 47 Cleaning-Heavy (mopping, deep cleaning) 48 Contact Tracing (follow up calls) - limit to 2-4 51 Data Entry-Heavy (attendance, personnel) 51 Instructional Assistance (teacher/class support, tutoring) 51 Translation-Heavy (parent/teacher meetings) 53
55	ASB ACCOUNT TECHNICIAN BRAILLE TRANSCRIBER INFORMATION SYSTEMS TECHNICIAN JOB DEVELOPER / JOB COACH LICENSED VOCATIONAL NURSE SIGN LANGUAGE INTERPRETER	Crowd Control (entrances, parking flow) 41 Cleaning-Light (dusting, sanitizing, trash) 41 Health screening (entrances) 41 Data Entry-Light (general info, survey) 43 Communication assistance (parent/student calls) 47 House visits (attendance confirmation) 47 Translation-Light (class/student support) 47 Cleaning-Heavy (mopping, deep cleaning) 48 Contact Tracing (follow up calls) - limit to 2-4 51 Data Entry-Heavy (attendance, personnel) 51 Instructional Assistance (teacher/class support, tutoring) 51 Translation-Heavy (parent/teacher meetings) 53
56	FAMILY & COMMUNITY ENGAGEMENT SPECIALIST	Crowd Control (entrances, parking flow) 41 Cleaning-Light (dusting, sanitizing, trash) 41 Health screening (entrances) 41 Data Entry-Light (general info, survey) 43 Communication assistance (parent/student calls) 47 House visits (attendance confirmation) 47 Translation-Light (class/student support) 47 Cleaning-Heavy (mopping, deep cleaning) 48 Contact Tracing (follow up calls) - limit to 2-4 51 Data Entry-Heavy (attendance, personnel) 51 Instructional Assistance (teacher/class support, tutoring) 51 Translation-Heavy (parent/teacher meetings) 53

RANGE	JOB TITLE	POTENTIAL MODIFIED DUTIES
57	ACCOUNTING TECHNICIAN ADMINISTRATIVE ASSISTANT ATHLETIC TRAINER BENEFITS TECHNICIAN BUSINESS TECHNICAN CREDENTIALS TECHNICIAN HUMAN RESOURCES TECHNICIAN PAYROLL TECHNICIAN RISK MANAGEMENT TECHNICIAN SPEECH LANGUAGE PATHOLOGY ASSISTANT	Crowd Control (entrances, parking flow) 41 Cleaning-Light (dusting, sanitizing, trash) 41 Health screening (entrances) 41 Data Entry-Light (general info, survey) 43 Communication assistance (parent/student calls) 47 House visits (attendance confirmation) 47 Translation-Light (class/student support) 47 Cleaning-Heavy (mopping, deep cleaning)* 48 Contact Tracing (follow up calls) - limit to 2-4 staff 51 Data Entry-Heavy (attendance, personnel) 51 Instructional Assistance (teacher/class support, tutoring) 51 Translation-Heavy (parent/teacher meetings) 53
59	ADMINISTRATIVE ASSISTANT BILINGUAL INFORMATION SYSTEMS SPECIALIST I LANGUAGE PROGRAM TECHNICIAN LEGAL ADMINISTRATIVE ASSISTANT SR ACCOUNTING TECHNICIAN SR BUDGET TECHNICIAN SR ADMINISTRATIVE ASSISTANT PROGRAM SUPPORT SR ADMINISTRATIVE ASSISTANT SCHOOL SUPPORT SR ADMINISTRATIVE PROCUREMENT ASSISTANT SR CREDENTIAL TECHNICIAN SR PAYROLL TECHNICIAN	Crowd Control (entrances, parking flow) 41 Cleaning-Light (dusting, sanitizing, trash) 41 Health screening (entrances) 41 Data Entry-Light (general info, survey) 43 Communication assistance (parent/student calls) 47 House visits (attendance confirmation) 47 Translation-Light (class/student support) 47 Cleaning-Heavy (mopping, deep cleaning)* 48 Contact Tracing (follow up calls) - limit to 2-4 51 Data Entry-Heavy (attendance, personnel) 51 Instructional Assistance (teacher/class support, tutoring) 51 Translation-Heavy (parent/teacher meetings) 53
61	FOOD SERVICE TECHNICIAN SR ADMIN ASST SCHOOL SUPPORT / BILINGUAL SR ADMIN ASST PROGRAM SUPPORT / BILINGUAL	Crowd Control (entrances, parking flow) 41 Cleaning-Light (dusting, sanitizing, trash) 41 Health screening (entrances) 41 Data Entry-Light (general info, survey) 43 Communication assistance (parent/student calls) 47 House visits (attendance confirmation) 47 Translation-Light (class/student support) 47 Cleaning-Heavy (mopping, deep cleaning)* 48 Contact Tracing (follow up calls) - limit to 2-4 51 Data Entry-Heavy (attendance, personnel) 51 Instructional Assistance (teacher/class support, tutoring) 51 Translation-Heavy (parent/teacher meetings) 53
62	ASSESSMENT/EVALUATION TECHNICIAN BENEFITS SPECIALIST PARENT INVOLVEMENT SPECIALIST WEBMASTER (4/1/18)	Crowd Control (entrances, parking flow) 41 Cleaning-Light (dusting, sanitizing, trash) 41 Health screening (entrances) 41 Data Entry-Light (general info, survey) 43 Communication assistance (parent/student calls) 47 House visits (attendance confirmation) 47 Translation-Light (class/student support) 47 Cleaning-Heavy (mopping, deep cleaning)* 48 Contact Tracing (follow up calls) - limit to 2-4 51 Data Entry-Heavy (attendance, personnel) 51 Instructional Assistance (teacher/class support, tutoring) 51 Translation-Heavy (parent/teacher meetings) 53

RANGE	JOB TITLE	POTENTIAL MODIFIED DUTIES
63	BEHAVIOR INTERVENTION SPECIALIST BUYER FOOD SERVICE ACCOUNTING SPECIALIST	Crowd Control (entrances, parking flow) 41 Cleaning-Light (dusting, sanitizing, trash) 41 Health screening (entrances) 41 Data Entry-Light (general info, survey) 43 Communication assistance (parent/student calls) 47 House visits (attendance confirmation) 47 Translation-Light (class/student support) 47 Cleaning-Heavy (mopping, deep cleaning)* 48 Contact Tracing (follow up calls) - limit to 2-4 51 Data Entry-Heavy (attendance, personnel) 51 Instructional Assistance (teacher/class support, tutoring) 51 Translation-Heavy (parent/teacher meetings) 53
65	ART DESIGNER	Crowd Control (entrances, parking flow) 41 Cleaning-Light (dusting, sanitizing, trash) 41 Health screening (entrances) 41 Data Entry-Light (general info, survey) 43 Communication assistance (parent/student calls) 47 House visits (attendance confirmation) 47 Translation-Light (class/student support) 47 Cleaning-Heavy (mopping, deep cleaning)* 48 Contact Tracing (follow up calls) - limit to 2-4 51 Data Entry-Heavy (attendance, personnel) 51 Instructional Assistance (teacher/class support, tutoring) 51 Translation-Heavy (parent/teacher meetings) 53
66	PROCUREMENT CONTRACT SPECIALIST	Crowd Control (entrances, parking flow) 41 Cleaning-Light (dusting, sanitizing, trash) 41 Health screening (entrances) 41 Data Entry-Light (general info, survey) 43 Communication assistance (parent/student calls) 47 House visits (attendance confirmation) 47 Translation-Light (class/student support) 47 Cleaning-Heavy (mopping, deep cleaning)* 48 Contact Tracing (follow up calls) - limit to 2-4 51 Data Entry-Heavy (attendance, personnel) 51 Instructional Assistance (teacher/class support, tutoring) 51 Translation-Heavy (parent/teacher meetings) 53
68	INFORMATION SYSTEMS ANALYST	Crowd Control (entrances, parking flow) 41 Cleaning-Light (dusting, sanitizing, trash) 41 Health screening (entrances) 41 Data Entry-Light (general info, survey) 43 Communication assistance (parent/student calls) 47 House visits (attendance confirmation) 47 Translation-Light (class/student support) 47 Cleaning-Heavy (mopping, deep cleaning)* 48 Contact Tracing (follow up calls) - limit to 2-4 51 Data Entry-Heavy (attendance, personnel) 51 Instructional Assistance (teacher/class support, tutoring) 51 Translation-Heavy (parent/teacher meetings) 53

RANGE	JOB TITLE	POTENTIAL MODIFIED DUTIES
75	NETWORK ANALYST PROGRAMMER ANALYST	Crowd Control (entrances, parking flow) 41 Cleaning-Light (dusting, sanitizing, trash) 41 Health screening (entrances) 41 Data Entry-Light (general info, survey) 43 Communication assistance (parent/student calls) 47 House visits (attendance confirmation) 47 Translation-Light (class/student support) 47 Cleaning-Heavy (mopping, deep cleaning)* 48 Contact Tracing (follow up calls) - limit to 2-4 51 Data Entry-Heavy (attendance, personnel) 51 Instructional Assistance (teacher/class support, tutoring) 51 Translation-Heavy (parent/teacher meetings) 53
76	SYSTEMS ADMINISTRATOR	Crowd Control (entrances, parking flow) 41 Cleaning-Light (dusting, sanitizing, trash) 41 Health screening (entrances) 41 Data Entry-Light (general info, survey) 43 Communication assistance (parent/student calls) 47 House visits (attendance confirmation) 47 Translation-Light (class/student support) 47 Cleaning-Heavy (mopping, deep cleaning)* 48 Contact Tracing (follow up calls) - limit to 2-4 51 Data Entry-Heavy (attendance, personnel) 51 Instructional Assistance (teacher/class support, tutoring) 51 Translation-Heavy (parent/teacher meetings) 53

* "Cleaning – Heavy" duties may be assigned sparingly and only as reasonably necessary

Additionally, the District and CSEA agree as follows:

1. Assignment to Modified Duties: When the District assigns CSEA bargaining unit members duties inconsistent with those contained in their current job description due to COVID-19 responses implemented by the District, the parties agree that the assigned duties will be of temporary duration and the District will make reasonable efforts to disperse the work as equitably as possible. CSEA will be notified when duties are reassigned.

2. Process for Assignment of Modified Duties: The District will provide notice of 2 working days, duty-specific training in accordance with CDPH guidance, and additional training as needed for unit members who are assigned to modified duties.

3. Evaluation Procedures and Discipline: Nothing in this MOU deprives unit members of the evaluation and discipline procedures contained in the Personnel Commission rules or the applicable collective bargaining agreement of the parties shall remain in force and effect

4. Out-of-Class Pay: The parties acknowledge that California Education Code §45110 requires out of class compensation. Unit members who work out of classification performing duties of a higher classification and for a period exceeding five (5) working days within a fifteen (15)

calendar day period shall be placed on the salary range of the existing higher class and shall receive at least a 4% salary increase.

5. Bargaining Unit Work: The parties agree that any duties traditionally and exclusively performed by members of the CSEA bargaining unit shall remain bargaining unit work following the District's need to respond to the pandemic. If, during the term of this MOU, employees from other units are temporarily assigned to duties traditionally and exclusively performed by members of the CSEA bargaining unit, those duties shall be returned to unit members as soon as possible. Additionally, CSEA agrees that any duties assigned to CSEA unit members which are traditionally and exclusively performed by members of a different unit shall remain duties of that other unit following the pandemic. The parties agree this is a temporary solution to a current need and shall not be considered a waiver of CSEA's rights to negotiate the transfer of duties as required by law.

6. Duration of Agreement: This MOU shall remain in effect through June 30, 2021

7. Non-Precedent Setting: This MOU shall not be precedent setting nor form any basis for a past practice.

Sharon Yager

Sharon Yager

President, CSEA

Brad Jackson

Assistant Superintendent, Human Resources

Karli Nevarez

Labor Relations Representative

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND THE
ANAHEIM UNION HIGH SCHOOL DISTRICT

MEMORANDUM OF UNDERSTANDING

School Secretary Assignments

The California School Employees Association (Association) and the Anaheim Union High School District (District) agree to combine the Secretary Clerk and Attendance Clerk classifications. In response to concerns raised by the incumbents this agreement is to clarify how "In-Service Status and Transactions" (Personnel Commission Rules, Chapter 60) will be handled.

- The Classified Personnel Office will post vacancies specifying the office and the job assignment.
- Vacancies will be filled according to Personnel Commission rules as enumerated in Chapters 50 and 60 of the Classified Personnel Policies Handbook.
- The Administrator/Supervisor or the employee may request a voluntary transfer to another assignment within the same class and at the same site. A voluntary transfer, if approved will be permitted without opening the vacancy for transfer, if there will be no change in work year for the employee.
- Work year is specifically related to assignment, and the needs of the district and site.
- The District will meet with CSEA to discuss any involuntary transfers within this classification.
- Employees will be encouraged to meet with their immediate supervisor for clarification of duties assigned to their desk.
- The District and CSEA will work together to develop job/assignment specific training opportunities for employees in this classification.

Date: June 27, 2001

For the District

Jerry Glenn, Assistant Supt., Human Resources

For the Association

Lisette Gomez, CSEA President

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District

And the

California School Employees Association

This Memorandum of Understanding stipulates an agreement between Anaheim Union High School District (District) and the California School Employees Association (CSEA) to explore development of a career ladder program for paraeducators.

A committee of two representatives each from District Management, CSEA and the Personnel Commission will be formed to explore options. The Career Ladder Committee will begin meeting prior to April 1, 2003. Recommendations are to be presented to the Negotiations Team sometime following State budget allocation decisions for the 2002-03 and 2003-04 school years, and prior to full District implementation of the provisions required by the US Department of Education under the No Child Left Behind Act of 2002 (NCLB).

This agreement is dated February 18, 2003

For the District:

Barry D. Escoe, Ph.D.
Assistant Superintendent, Human Resources

For CSEA:

Jackie Brock
President

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

And the

California School Employees Association (CSEA)

This agreement stipulates acceptance of the Insurance Committee recommendation to the following as it pertains to the prescription drug program under the self-funded PPO Medical and HMO prescription drug plan for active and retired employees.

- Effective January 1, 2007 the Pharmacy Benefit Manager (PBM) will change from Caremark to NMHC (National Medical Health Card Systems, Inc.).
- The administrative fees are guaranteed to October 1, 2009 and renewable each year thereafter.
- This change in PBM will have no effect on the pharmacy program design or benefits to plan participants.
- Services to be performed by NMHC include but are not limited to:
    - Administration of AUHSD's pharmacy program on a fully transparent/pass-through basis
    - Clinical account management, advice, analysis, and cost modeling
    - Assistance with Medicare Part D filings for government subsidy/Group Waiver Credit

For:

ANAHEIM UNION HIGH SCHOOL DISTRICT

Julie Mitchell

Julie Mitchell, Assistant Superintendent — 10/5/06 Date

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

Lisette C. Ramirez

Lisette ~~Ramirez~~, Jr. Past ~~President~~ / Acting President — 10/5/06 Date

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District

And the

California School Employees Association

This Memorandum of Understanding Stipulates an agreement between Anaheim Union High School District (District) and the California School Employees Association (CSEA). The District and CSEA Agree to the following items related to the 2007-2008 Reduction in Force/Layoffs for the following school year 2008-2009.

1. **It is not the intention of the District to assign work performed by unit members laid off to other job classifications not subject to lay off, or to District volunteers. The District may need to re-distribute work in given job classifications and job descriptions.**

2. **Those employees laid off have first opportunity to fill provisional positions and limited term positions in any classification, as long as the laid off employee can perform the basic functions of the position opening.**

3. **Pursuant to the express provisions of the California Education Code Section 45103.1, the District shall not subcontract the work of unit members displaced by the district.**

For:
Anaheim Union High School District

Denise Selbe

Denise Selbe, Assistant Superintendent, Human Resources

8/20/08
Date

California School Employees Association (CSEA)

Sharon Yager

Sharon Yager, President of Chapter 74

8/20/08
Date

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

and the

California School Employees Association (CSEA)

Health and Welfare Program Change

The Anaheim Union High School District (AUHSD) and the California School Employees Association (CSEA) Chapter 74 agree that as of January 1, 2010, the district's self-insured preferred provider plan shall be amended on a trial basis to include a formulary prescription plan through InformedRX. This plan will include a $5 co-payment for generics, $15 co-payment for formulary brand name prescriptions, and $40 co-payment for non-formulary brands. The details of the plan, including contingency therapy and step therapy, shall be exactly the same as that recommended by the district insurance committee on Monday, October 26, 2009.

AUHSD and CSEA further agree that this trial will end on December 31, 2010, if CSEA notifies the AUHSD superintendent or assistant superintendent, human resources by 5:00 p.m. on November 15, 2010, that it wishes this trial formulary plan to end. If CSEA so notifies the district, this formulary plan shall end completely by the end of the day on December 31, 2010. AUHSD and CSEA agree that at that point there will be no formulary plan for CSEA represented employees in the district's self-insured preferred provider plan, there will be no step therapy, and there will be no contingency therapy, and that this prescription plan will revert back to $5 for generics and $15 for all other brand names.

This agreement shall be considered non-precedence setting and in no way relinquishes the right of either party to negotiate in the area of Health and Welfare.

This agreement is dated: 12/11/09

Russell Lee-Sung
Assistant Superintendent
Human Resources

Sharon Yager
President
CSEA, Chapter 74

ATTACHMENT 6
(EXPIRED)

TENITIVE AGREEMENT PENDING RATIFICATION
MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)
And the
California School Employees Association (CSEA)
Chapter #74

CSEA proposes no furlough days for fiscal year 2009-2010. Effective upon ratification up to the period including June 30, 2011, classified bargaining unit members shall take a total of seven (7) furlough days for the fiscal year beginning July 1, 2010 and ending June 30, 2011.

Effective July 1, 2011, all furlough days shall cease and unit members shall be restored to the members days worked and full pay prior to imposing of furlough days.

There shall be no reduction in sick leave, vacation leave or holidays currently provided to unit members during the fiscal year of 2010-2011 as a result of the furlough days.

The specific furlough dates shall be negotiated with the district.

The district shall not initiate any layoff action or reduction in assignment action impacting members of the classified bargaining unit for the period of time furlough days are in effect up to and including June 30, 2011. The only exceptions would be based upon site closure, program eliminations or reductions, categorical funded positions, and prior MOU agreement dated August 20, 2009.

The District may reopen negotiations for 2010-2011, if any changes negatively impact the District's federal and/or state revenue funding levels, including but not limited to the District's base revenue limit of $5729.59, categorical funding and applicable categorical flexibility provisions in the state budget act, deficit factor, state apportionment deferrals, and/or state mandates.

CSEA may reopen negotiations for 2010-2011 to reduce the furlough days, if any changes which positively impact the District's federal and/or state revenue funding levels, including but not limited to the District's base revenue limit, categorical funding and applicable categorical flexibility provisions in the state budget act, deficit factor, state apportionment deferrals, and/or state mandates.

This is a one-year agreement that does not modify any other article in the existing contract and does not set precedent for any future negotiations.

This agreement will sunset on June 30, 2011.

3/16/10
Russell Lee-Sung Date
AUHSD Asst. Superintendent H.R.

Sharon Yager 3/18/10
Sharon Yager Date
CSEA President, Chapter 74

ANAHEIM UNION HIGH SCHOOL DISTRICT

THE SPIRIT OF LEARNING SINCE 1898

MEMORANDUM OF UNDERSTANDING

BETWEEN

ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)

AND

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)

FURLOUGH DAYS ADJUSTMENT FOR 2010-11

CSEA and the District agree to the discontinuance of two (2) furlough days for the 2010-2011 school year. The days scheduled to be reinstated shall be March 14, 2011 and April 22, 2011, effective upon ratification of the parties.

As previously agreed to, the District shall not initiate any layoff action or reduction in assignment action impacting members of the classified bargaining unit from the period of ratification up to and including June 30, 2011 and only for the 2010-11 school year.

This agreement is dated: January 20, 2011

This agreement shall sunset on June 30, 2011

Russell Lee-Sung
Assistant Superintendent
Human Resources

Sharon Yager
President
CSEA

MEMORANDUM OF UNDERSTANDING

between the

Anaheim Union High School District

and the

California School Employees Association

This Memorandum of Understanding stipulates an agreement between Anaheim Union High School District (District) and the California School Employees Association (CSEA) related to Instructional Assistant staffing to cover bus assignments and extended year instruction at Hope School.

Bus Supervision Assignment

The District agrees to increase the hours of the ten (10) most senior Instructional Assistant – Severely Handicapped personnel at Hope School to eight (8) hours per day, during the regular school year, beginning July 1, 2004. During extended year instruction beginning June 22, 2004, these employees will be "blue sheeted" to work one (1) hour before and one (1) hour after the school day. These employees will work in the classrooms and on the bus with students requiring additional assistance.

If due to enrollment, or routing fluctuations, additional slots are necessary to cover bus supervision, the ~~supervisor~~ principal will select employees to cover the additional assignments by seniority only as needed on a temporary (twenty one (21) days or less) basis only. Any assignment twenty two (22) days or more would be filled as a temporary position for the duration of the current school year.

This agreement will invalidate the "Bus Aide" Memorandum of Understanding dated May 6, 2002, providing a procedure of bidding for bus aide assignments, and make the additional hours permanent. Selection of employees to fill these assignments for initial placement will be by seniority. This is not intended to be precedent setting for any other selection processes in the future. Upon employee separation or transfer all other appointments will be made IN **ACCORDANCE TO MERIT RULES.**

All employees assigned to assist on the buses, and all eligible substitutes **MUST NOT HAVE RESTRICTED WORK DUTIES LIMITED THEIR ABILITIES TO ASSIST. ALL WILL BE** provided with training on care of the medically fragile by the School Nurse, with brush up training as needed. All employees assigned to assist on the buses, as well as all eligible substitutes will be provided with training by Transportation on the proper loading and unloading of students. These specially trained employees will share responsibility for loading the students on and assisting them off of the busses each day.

Extended Year Assignment

The District agrees to increase the work year of all Instructional Assistant – Severely Handicapped positions at Hope School to ten months and two days (10.10) beginning on June 22, 2004. These employees will work in their regular classrooms during extended year instruction. Hours will be dependent upon the program hours of "Extended Year" programs at Hope School. Non-Student days (during "Extended Year") will be non-work days for employees, but employees will be paid for the July 4 holiday each year.

This agreement is dated: 1/28/04

Barry D. Escoe 1/28/04
Barry D. Escoe, EdD.
Assistant Superintendent, Human Resources

Jackie Brock
Jackie Brock, CSEA President

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

And the

California School Employees Association (CSEA)

Personal Necessity Leaves of Absences

Due to the current fiscal financial crisis, the California School Employees Association (CSEA) and the Anaheim Union High School District (AUHSD) agree that the two (2) personal necessity days that do not come off sick leave, as stated in Article 12.7.5, will be suspended for the period of two (2) school years (2010-2011 and 2011-2012).

This is a two-year agreement that does not modify any other article in the existing contract, and it does not set precedent for any future negotiations. Starting with the 2012-2013 school year, the two personal necessity days will be reinstated.

This agreement will sunset on June 30, 2012.

This agreement is dated: __12/11/09_____

Russell Lee-Sung
AUHSD
Assistant Superintendent, Human Resources

Sharon Yager
CSEA
President, Chapter 74

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

And the

California School Employees Association (CSEA)

WAGES AND ITEMS RELATED TO WAGES

Effective July 1, 2009, the 2009-10 classified (CSEA Bargaining Unit) Salary Schedule, shall remain the same as the 2008-2009 Salary Schedule, and is hereby incorporated into this Agreement as Appendix A.

If the District determines that between March 1, 2010 and March 15, 2010, that it will file a 2nd Interim Report with a "qualified certification", the District may request and CSEA will agree to re-open negotiations for salary for the 2009-2010 school year.

This is a one-year agreement that does not modify any other article in the existing contract and does not set precedent for any future negotiations.

This agreement will sunset on June 30, 2010.

This agreement is dated: __12/11/09_____

Russell Lee-Sung
AUHSD
Assistant Superintendent, Human Resources

Sharon Yager
CSEA
President, Chapter 74

ANAHEIM UNION HIGH SCHOOL DISTRICT — THE SPIRIT OF LEARNING SINCE 1898

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

And the

California School Employees Association (CSEA)

SALARY SCHEDULE

The salary schedule for the 2011-12 fiscal year shall be the schedule in effect in 2009-10 and incorporated into CSEA Appendix A-1.

The District and CSEA agree there will be no furlough days for fiscal year 2011-12 if the 2011-12 Base Revenue Limit remains at $5988 which is the current BRL/ADA for 2010-11.

If the 2011-12 BRL/ADA falls below $5939, furlough days will be imposed as follows:

BRL/ADA between $5988 and $5939	no furlough days
BRL/ADA between $5938 and $5907	one (1) furlough day
BRL/ADA between $5906 and $5875	two (2) furlough days
BRL/ADA between $5874 and $5843	three (3) furlough days
BRL/ADA between $5842 and $5811	four (4) furlough days
BRL/ADA less than $5810 and $5779	five (5) furlough days
BRL/ADA lower than $5779	six (6) furlough days

Any furlough days imposed would be mutually agreed between the parties.

In the event the BRL/ADA increases above $5988 due to increases in state or federal funding, the District agrees to re-open negotiations for the 2011-12 fiscal year.

The District shall not initiate any layoff action or reduction in assignment action impacting members of the classified bargaining unit for the period July 1, 2011 through June 30, 2012. The only exception would be based upon site closure, program eliminations or reduction, categorical funded positions and the positions the Board imposed as follows:

- Health Technician II – Hope
- Secretary Records/Registrar – Hope
- Senior Administrative Assistant – Ed. Division
- Campus Safety Aide – Adult
- Computer Lab Assistant – Gilbert
- Instructional Assistant Math – Brookhurst

- Instructional Assistant Math – Dale
- Office Assistant – Bilingual – Adult
- Office Assistant – Bilingual – PMP
- School Community Liaison Bilingual – MV (10-month position)
- School Community Liaison Bilingual – MV (9-month position)
- Secretary Attendance – Bilingual – Adult
- Secretary – Records/Registrar – Adult
- Senior Administrative Assistant – Adult
- Secretary – Records/Registrar (position reduced from 11.5m to 11m)
- Secretary – Records/Registrar Bilingual (position reduced from 11.5m to 11m)

There shall be no reduction in sick leave, vacation leave or holidays currently provided to unit members during the fiscal year 2011-12 as a result of any furlough days imposed as the aforementioned schedule would dictate.

In addition, the District and CSEA agree to reopen negotiations in the event the 2011-12 state budget has not passed by October 15, 2011 or the 2011-12 state budget has passed with mid-year cuts.

This shall be a one-year agreement that does not modify any other article in the existing contract and does not set precedent for any future negotiations.

This agreement sunsets June 30, 2012.

This agreement is dated: June 13, 2011

For the District:

Russell Lee-Sung
Assistant Superintendent
Human Resources

For California School Employees Association (CSEA):

Sharon Yager
CSEA, Chapter 74
President

Ken Ball
CSEA
LRR

ANAHEIM UNION HIGH SCHOOL DISTRICT — THE SPIRIT OF LEARNING SINCE 1898

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

And the

California School Employees Association (CSEA)

Personal Necessity Leaves of Absences

Due to the current fiscal financial crisis, the California School Employees Association (CSEA) and the Anaheim Union High School District (AUHSD) agree that the two (2) personal necessity days that are not charged to the employee's accumulated sick leave, as stated in Article 12.7.5, will be suspended for the 2011-12 school year (as previously agreed) and the 2012-13 school year. Starting with the 2013-14 school year, the two personal necessity days will be reinstated.

Additionally, for the 2011-12 and 2012-13 school years, Article 12.7.1 is amended to allow unit members to use up to ten (10) personal necessity days instead of seven (7) per school year.

This is a two-year agreement that does not modify any other article in the existing contract, and it does not set precedent for any future negotiations.

This agreement will sunset on June 30, 2013.

This agreement is dated: June 13, 2011

Russell Lee-Sung
AUHSD
Assistant Superintendent, Human Resources

Sharon Yager
CSEA
President, Chapter 74

Ken Ball
CSEA
LRR

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

and the

California School Employees Association (CSEA)

Health and Welfare Program Change

The Anaheim Union High School District (AUHSD) and the California School Employees Association (CSEA) Chapter 74 agree that as of January 1, 2010, the district's self-insured preferred provider plan was amended on a trial basis to include a formulary prescription plan through InformedRX. This plan includes a $5 co-payment for generics, $15 co-payment for formulary brand name prescriptions, and $40 co-payment for non-formulary brands. The details of the plan, including contingency therapy and step therapy, are exactly the same as was recommended by the district insurance committee on Monday, October 26, 2009.

AUHSD and CSEA further agree that this trial will end on December 31, 2011, if CSEA notifies the AUHSD superintendent or assistant superintendent, human resources by 5:00 p.m. on November 15, 2011, that it wishes this trial formulary plan to end. If CSEA so notifies the district, this formulary plan shall end completely by the end of the day on December 31, 2011. AUHSD and CSEA agree that at that point there will be no formulary plan for CSEA represented employees in the district's self-insured preferred provider plan, there will be no step therapy, and there will be no contingency therapy, and that this prescription plan will revert back to $5 for generics and $15 for all other brand name drugs.

This agreement shall be considered non-precedence setting and in no way relinquishes the right of either party to negotiate in the area of Health and Welfare.

This agreement is dated: November 4, 2010

Russell Lee-Sung
Assistant Superintendent
Human Resources

Sharon Yager
President
CSEA, Chapter 74

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

And the

California School Employees Association (CSEA)

With this Memorandum of Understanding, The California School Employee Association (CSEA) and the Anaheim Union High School District (AUHSD) agree to modify the HMO health insurance benefit plan for employees as follows:

As it pertains to the HMO plan design changes: Office Visit co-payment and Emergency Room co-payment, Option 5. Increasing the office visit co-payment from $5.00 to $15.00 and the Emergency Room co-payment from $50.00 to $100.00.

This agreement has no effect on any other portion of the District's benefit plan.

This agreement is dated: September 9, 2008

For the District:

Denise Selbe
Asst.Superintendent
Human Resources

For CSEA:

Sharon Yager
President
CSEA, Chapter 74

California School Employees Association
And The
Anaheim Union High School District

Memorandum of Understanding

Bilingual Status

This memorandum of understanding stipulates an agreement between the Anaheim Union High School District and the California School Employees Association (CSEA) to develop understanding and specific guidelines regarding bilingual status and compensation. CSEA and the District will address when a bilingual stipend or classification should be assigned as well as a complete and specific definition of the requirements, responsibilities, job duties, assigned tasks, replacement and/or removal of bilingual status as it relates in scope to which a mandatory meet and confer must take place.

The Association and District shall meet, study and develop a specific plan of action on or before September 30, 2006, which will include incremental steps for implementation.

This agreement dated June 28, 2006

For the District:

Julie Mitchell,
Assistant Superintendent, HR

For CSEA:

Jackie Brock,
CSEA President, Chapter #74

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

and the

California School Employees Association (CSEA)

Salary Schedule 2012-13

The salary schedule for the 2012-13 fiscal year shall be the schedule in effect in 2011-12 and incorporated into CSEA Appendix A-1.

The District and CSEA agree there will be two (2) furlough days for fiscal year 2012-13 if the 2012-13 deficited BRL remains at $5925 which is the BRL for 2011-12.

If the approved state budget is reduced below the current deficited BRL/ADA or if the budget is further reduced during the school year due to triggered mid-year reductions, the following will occur in this order to address the budget shortfall.

Furlough Days - Add up to seven (7) additional furlough days within the 2012-2013 fiscal year based upon the formula below:

BRL/ADA between $5925 and $5846	Work year remains at work year minus two days.
BRL/ADA between $5845 and $5814	Work year reduced by one additional budget-cut day
BRL/ADA between $5813 and $5782	Work year reduced by two additional budget-cut days
BRL/ADA between $5781 and $5750	Work year reduced by three additional budget-cut days
BRL/ADA between $5749 and $5718	Work year reduced by four additional budget-cut days
BRL/ADA between $5717 and $5686	Work year reduced by five additional budget-cut days
BRL/ADA between $5685 and $5654	Work year reduced by six additional budget-cut days
BRL/ADA between $5653 or below	Work year reduced by seven additional budget-cut days

Any time after November 7, 2012 the district may request and CSEA will agree to negotiate further reductions if necessary.

The dates of the two furlough days plus any additional furlough days will be mutually agreed upon.

The District shall not implement any layoff action or reduction in assignment action impacting members of the bargaining unit for the period of July 1, 2012 through June 30, 2013. The only exception would be the Board approved layoff of categorical positions enacted on April 19, 2012 and the layoff action on April 27, 2012.

There shall be no reductions in sick leave, vacation leave or holidays for the 2012-2013 school year as a result of the furlough day schedule mentioned above.

This agreement sunsets on June 30, 2013.

This agreement is dated: May 10, 2012

Russell Lee-Sung
Assistant Superintendent, HR

Sharon Yager
President, CSEA, Chapter 74

Keri Ball
CSEA, LRR

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

and the

California School Employees Association (CSEA) and its Chapter 74

2013-2014 Salary, Bereavement Leave

The Anaheim Union High School District (AUHSD) and California School Employees Association (CSEA) and its Chapter 74 agree to the following:

Salary 2013-2014

The salary schedule for the 2013-14 fiscal year will remain the same as 2012-13, with no furlough days.

There will be no furlough days for the 2013-14 fiscal year and there will be no layoffs for the 2013-14 school year.

If an agreement is reached with any other collective bargaining group that increases salary for the 2013-14 school year the District will provide the same increase or re-open negotiations.

Bereavement Leave

In exceptional circumstances, the superintendent may grant up to two (2) additional days leave. This language will be effective July 1, 2013, and will be moved to the contract Article 12.1 during 2014-15 contract negotiations.

This agreement is dated: November 7, 2013

Russell Lee-Sung
Assistant Superintendent
Human Resources

Sharon Yager
President
CSEA, Chapter 74

Ken Ball
Labor Relations Representative
CSEA

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

and the

California School Employees Association (CSEA)

Health and Welfare Program Change

The Anaheim Union High School District (AUHSD) and the California School Employees Association (CSEA) Chapter 74 agree as of January 1, 2012 to modify the health insurance benefit plan for employees as follows:

HMO Health Insurance Benefit Plan

- Office Visit Co-Pay: Increase office visit co-pay from $15 to $20.
- Inpatient Deductible: No change to current plan. No co-pay.
- Outpatient Deductible: No change to current plan. No co-pay.
- Prescription Drug Plan: No change to current plan.

District's Self-insured PPO Benefit Plan and Prescription Plan

- Annual Deductible: Increase from $200/single to $275/single, $600/family to $825/family.
- Office Visit Co-Pay: No change to current plan. No co-pay for office visits.
- Chiropractic Care: Limit office visits for chiropractic care and services to 31 per calendar year (Current plan limits manipulations only).
- The prescription drug plan:
    - The prescription drug plan vendor will be changed to Express Scripts.
    - Co-Pay: $5/generic, $15/brand name
    - No Contingency Therapy
    - No Step Therapy

If any other employee collective bargaining group receives a health and welfare plan for 2012 that is better than the program agreed to above, CSEA will receive the same program.

This agreement shall be considered non-precedence setting and in no way relinquishes the right of either party to negotiate in the area of Health and Welfare. This agreement has no effect on any other portion of the District's benefit plan.

This agreement is dated: December 8, 2011

Russell Lee-Sung
Assistant Superintendent, HR

Sharon Yager
President, CSEA, Chapter 74

Ken Ball
CSEA, LRR

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

And the

California School Employees Association (CSEA)

Health and Welfare Program Change for 2013

The Anaheim Union High School District (AUHSD) and the California School Employees Association (CSEA) agree as of January 1, 2013 to modify the health insurance benefit plan for employees as follows:

HMO Health Insurance Benefit Plan

- Specialist Visit Co-pay: Increase co-pay from $20 to $35
- ER Co-Pay: Increase co-pay from $100 to $150
- Advanced Imaging Co-Pay: Add co-pay of $100
- Prescription Drug Plan: Change from two-tier to three-tier with $5/$15/$40 co-pay

District's Self-insured PPO Benefit Plan and Prescription Plan

- ER Co-Pay: Add co-pay of $100
- Out of Pocket Maximum: Increase the annual coinsurance maximum from $10,000 to $12,000
- Prescription Drug Plan: Change from two-tier to three-tier with $5/$15/$40 co-pay

If any other employee collective bargaining group receives a health and welfare plan for 2013 that is better than the program agreed to above, CSEA has the right to accept the new change or reopen negotiations on health and welfare.

This agreement shall be considered non-precedence setting and in no way relinquishes the right of either party to negotiate in the area of Health and Welfare. This agreement has no effect on any other portion of the District's benefit plan.

This agreement is dated: October 11, 2012

For the District:

Russell Lee-Sung
Assistant Superintendent
Human Resources

For California School Employees Association (CSEA):

Sharon Yager
CSEA, Chapter 74
President

Ken Ball
CSEA
LRR

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

and the

California School Employees Association (CSEA)

Health and Welfare – Cost Containment

CSEA and the District agree to the following changes to Article 2 Health and Welfare:

The current medical PPO and HMO plan for the 2012 year is indicated in the MOU approved on December 8, 2011 and supersedes current contract language. The District agrees to cover the costs for all health and welfare for 2012.

Beginning with the 2013 calendar year, the District shall contribute towards the cost of self-insured major medical not to exceed the super composite rate of $1,197 per month/$14,364 per year or HMO insurance not to exceed the super composite rate of $984 per month/$11,808 per year per eligible employee.

The following sections within Article 2 will be removed since they are no longer relevant:

2.1.1.2; 2.1.1.3; 2.1.4.1; 2.5

Article 2.9.1 will be replaced with revised language previously agreed in an MOU dated March 16, 2012.

Insurance Committee

The Association may name two (2) regular members to the District Insurance Committee. Attendance at the meetings will not count against union business as described in 14.1. The Insurance Committee will review cost containment measures to reduce the cost of benefits and make recommendations on benefit modifications to the plan.

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.

If such agreement is not reached prior to November 1 of each year, the current benefits plan will carry over to the following plan year and the District is authorized to initiate payroll deductions beginning with the first paycheck in February for the difference between an average of the super composite rates of the PPO and HMO from current year and the average of the super composite rates for the new year.

The District and CSEA agree to negotiate on health and welfare beginning October 2 through October 31 in an effort to negotiate any plan changes or other cost containment measures.

This agreement is dated: MAY 10, 2012

Russell Lee-Sung
Assistant Superintendent, HR

Sharon Yager
President, CSEA, Chapter 74

Ken Ball
CSEA, LRR

EXHIBIT Z

REQUIRES BOARD ACTION

This complete, **ORIGINAL** Ballot must be **SIGNED** by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the post office no later than **WEDNESDAY, MARCH 15, 2023**. Only ONE Ballot per Board. Be sure to mark your vote "X" in the box. *A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.*

OFFICIAL 2023 DELEGATE ASSEMBLY BALLOT
SUBREGION 15
(Orange County)

Number of seats: 9 (Vote for no more than 9 candidates)

Delegates will serve two-year terms beginning April 1, 2023 - March 31, 2025

**denotes incumbent*

- ☐ Marilyn Anderson (Placentia-Yorba Linda USD)
- ☐ Leandra Blades (Placentia-Yorba Linda USD)
- ☐ Michelle Barto (Newport-Mesa USD)*
- ☐ Bonnie Castrey (Huntington Beach Union HSD)*
- ☐ Jackie Filbeck (Anaheim ESD)*
- ☐ Carrie Flanders (Brea Olinda USD)*
- ☐ Lauren Klatzker (Fullerton Joint Union HSD)
- ☐ Deana Miller (Brea Olinda USD)
- ☐ Arturo Montez (Centralia ESD)*
- ☐ Kelly Osborne (Laguna Beach USD)
- ☐ Rhodia Shead (Buena Park SD)
- ☐ Suzie Swartz (Saddleback Valley USD)*

_____ _____
Provision for Write-in Candidate Name *School District*

_____ _____
Signature of Superintendent or Board Clerk *Title*

_____ _____
School District Name *Date of Board Action*

See reverse side for list of all current Delegates in your Region.

EXHIBIT AA

AMENDMENT TO THE AGREEMENT
BETWEEN THE
ANAHEIM UNION HIGH SCHOOL DISTRICT
AND
OPTIMUM ENERGY DESIGN LLC

This Amendment Agreement is made and entered into this 17th day of February, 2023 ("Effective Date"), by and between the **Anaheim Union High School District**, 501 Crescent Way, Anaheim, California 92801 ("District"), and **Optimum Energy Design LLC**, 5200 E. La Palma Ave., Anaheim, California 92807 ("Engineer"), for engineering services.

WHEREAS, the District and Engineer entered into an agreement on November 19, 2021, setting forth the terms and conditions under which the Engineer would perform professional engineering services ("Agreement"), in connection with the District's facilities and maintenance projects requiring engineering services ("Project" or "Projects");

WHEREAS, the Board of Trustees of the District limited the annual expenditures under the agreement not to exceed $1,000,000;

WHEREAS, the scope of services under the Agreement have expanded due to additional Projects;

WHEREAS, the District and Engineer desire to amend the Agreement;

NOW, THEREFORE, District and Engineer hereby agree to modify the Agreement with the following:

1. This Agreement shall increase the not to exceed amount to be paid to the Engineer by $1,000,000, for a total not to exceed of $2,000,000.

2. All other terms and conditions of the Agreement shall remain in force.

IN WITNESS WHEREOF, this Amendment Agreement entered into as of the day and year first written above.

DISTRICT	ENGINEER
Anaheim Union High School District	Optimum Energy Design LLC
_____	_____
Nancy Nien Assistant Superintendent, Business	Abby Banerjee. President

EXHIBIT BB

CHANGE ORDER NO. 1

(Additive)

PROJECT: Bid #2023-01 Kennedy High School Window Replacement

TO: East Whittier Glass & Mirror Co., Inc.

You are hereby directed to comply with this Change Order.

DESCRIPTION OF CHANGE:

Work Order 1 – ADDED SCOPE

COST (This cost shall be deleted.):

Original contract price:	$ 185,525.00
Change Order amount:	$ 1,327.00
New contract price:	$ 186,852.00

TIME FOR COMPLETION:

Original completion date:	14 consecutive calendar days
Time for completion of Change Order:	no change
New completion date:	14 consecutive calendar days

Contractor agrees to deduct the above-described work in accordance with the above terms and in compliance with applicable sections of the Project Documents. Contractor agrees to the adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out 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	DISTRICT
By: _____ Signature	By: _____ Signature
Shaun Toews	Nancy C. Nien
Print Name	Print Name
President	Assistant Superintendent, Business
Title	Title
10-28-2022	
Date	Date

Facilities Planning, Design and Construction
501 Crescent Way ~ P.O. Box 3520
Anaheim, CA 92803-3520
Tel: 714.999.5454 Fax: 714.520.5741

Project Name: Kennedy HS Window Glass Replacement **P.O. # S64A0115**
Project Number: 2023-01 **DSA #: N/A**

Work Order

To: *East Whittier Glass & Mirrors Co., Inc.*
2251 W. Whittier Blvd.
La Habra, CA 90631

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.

- Change Order Proposal 1 (Additional work at Loara) $21,327.00 (ADD)
- Credit back for Allowance (Summary of Work Section 1.13) (-$20,000.00) (DEDUCT)

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, an 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 $1,327..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 ____ 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.

	Signature	Date
AUHSD Assistant Superintendent, Business		11-22-22
AUHSD Patricia Neely		11/21/22
Contractor		11-10-22
Architect		
Project Manager		10/25/20
IOR		

Facilities Planning, Design and Construction, 501 Crescent Way, Anaheim, California 92803-5741

Change Order Proposal

School: Kennedy HS

Project Name: Window Glass Repacements
Project No.: 2023-01

DSA Application No.: N/A

Architect: AUHSD
Project Manager: Ves Ninov
Contractor: East Whittier Glass and Mirror Co., Inc.

COP No.: 1
Date: 10/21/2022
Reference RFIs: n/a
Reference RFP / Bulletin No.: n/a

DESCRIPTION: *(Contractor to provide detailed narrative of Change Order Proposal work, attach additional pages as required)*

Subcontractor Costs *(used when work is subcontracted)*

Subcontractor	Description	Material	Labor	Totals
Self performing				

Subtotals	
Subcontractor OH and Profit (15%)	
Subcontractor Subtotal	
Contractor OH and Profit (5%)	$ -
Contractor/Subcontractor Subtotal	
Contractor Bond (1%)	
Subcontractor Total + Contractor Mark-ups	$ -

Contractor Costs *(used when work is self-performed)*

Contactor	Description	Material	Labor	Totals
East Whittier Glass & Mirror	63 ea. New glass - per proposal: AUSDLHS, dated 10/18/22			21,327.00 ✓

Subtotals	
Contractor OH and Profit (15%)	
Contractor totals	
Contractor Bond (1%)	
TOTAL COSTS FOR COP No. 1	**$21,327.00** ✓

Contractor Time

TOTAL TIME FOR COP No. 1	**0 days**

Contractor: East Whittier Glass and Mirror Co., Inc.
Submitted by _____ Date 11-17-22

District Approval:
Signature _____ Date 10/25/22

W/0001
10-25-22

10/21/2022

East Whittier Glass and Mirror Co In

D.B.A East Whittier Glass & Tintir

2251 West Whittier Blvd, La Habra, Ca 9063

eastwhittierglass@gmail.cor

Eastwhittierglass.ne

(562) 691-090

License #62222

~~• Invoice~~ • **Proposal**

SOLD TO: Anaheim Unified School District
Address: 501 N. Crescent Way Anaheim, CA 92801
Phone: 714-328-8690
Email: Guerrero_a@auhsd.us
Fax:
JOB/CUSTOMER: Loara High School
Address: 165 W. Cerritos Anaheim, CA
Phone: John 714-329-0763
Email:

DATE: 10/18/22

REFERENCE: AUSDLHS

PO #:

INVOICE #:

INVOICE DUE DATE:

***PLEASE NOTE: A 50% DEPOSIT REQUIRED TO PLACE ANY ORDER. ONCE THE ORDER IS CONFIRMED AND SIGNED BY THE CUSTOMER, THERE CAN BE NO CHANGES, RETURNS OR REFUNDS UNDER ANY CIRCUMSTANCES. ALL PRICES INCLUDE MATERIALS, TAX, AND LABOR. PROPOSAL GOOD FOR 14 DAYS.**

QUANTITY	DESCRIPTION	PRICE
	Provide and Install New Glass into existing frames. ¼ Graylite II - Tempered 55 units	
	Provide and Install New Glass into existing frames. ¼ Clear Tempered 8 units	
	Provide and Install New Graffiti Film. 63 units	
	Prevailing Wage	21,327.00

W/O 001 10.25.2

Approved

MATERIALS:
TAX/COUNTY:
LABOR:

Payment Type Deposit:

Payment Type Balance:

TOTAL: $21,327.00
DEPOSIT:
BALANCE:

10/25/2

CREDIT CARD INFO:
TYPE:
CARD #
EXPIRATION DATE:
CVV #
BILLING STREET #
ZIP CODE:

- **WILL CALL** DATE:
- **DELIVERY** DATE/TIME:
- **INSTALLED** DATE & ORDER #:

Print Name:

Job Ordered:

Job Completed:

W/O 001 10.25

BALANCE IS DUE IN FULL AT TIME OF DELIVERY, PICKUP OR INSTALL. ALL RETURNED CHECKS OR REJECTED PAYMENTS WILL INCUR A 30% PENALTY. DELINQUENT ACCOUNTS WILL ACCRUE 1 2% PER MONTH SERVICE CHARGE ON PAST DUE BALANCES AND SELLER SHALL BE ENTITLED TO REASONABLE ATTORNEY FEES, IF INCURRED TO ENFORCE COLLECTION. CONTRACTORS ARE EQUIRED BY LAW TO BE 1 LICENSED AND REGULATED BY THE CONTRACTORS STATE LICENSE BOARD. ANY QUESTIONS CONCERNING CONTRACTOR MAY BE REFERRED TO THE REGISTRAR OF HE BOARD WHOSE ADDRESS IS: CONTRACTORS STATE LICENSE BOARD 1020 NORTH STREET, SACRAMENTO, CALIFORNIA 95814.

EXHIBIT CC

CHANGE ORDER NO. 1

(Deductive)

PROJECT: Bid #2023-04 Katella High School Roofing

TO: Best Contracting Services, 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 and COP 2 Additional Material Costs $45,480.00 ADD
- Credit Back Allowance (Summary of Work 1.13) -$75,000.00 DEDUCT

COST (This cost shall not be exceeded.):

Original contract price:	$ 997,200.00
Change Order amount:	$ ($29,520.00)
New contract price:	$ 967,680.00

TIME FOR COMPLETION:

Original completion date:	50 consecutive calendar days
Time for completion of Change Order:	no change
New completion date:	50 consecutive calendar days

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	DISTRICT
By: _____ Signature	By: _____ Signature
Kayhan Fatemi Print Name	Nancy C, Nien, Ph.D. Print Name
EVP Title	Assistant Superintendent, Business Title
01/25/2023 Date	Date

Facilities Planning, Design and Construction
501 Crescent Way ~ P.O. Box 3520
Anaheim, CA 92803-3520
Tel: 714.999.5454 Fax: 714.520.5741

Project Name: Katella High School Roofing
Project Number: 2023-04

P.O. #
DSA #: n/a

S04A0119

Work Order

To: *Best Contracting Services, Inc.*
19027 S. Hamilton Ave.
Gardena, CA 90248

Work Order #__1_____

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.

1. COP 1 – Additional material cost due to required change of fastening from screws to adhesive at Admin Building North wing - $22,740.00

2. COP 2 – Additional material cost due to required change of fastening from screws to adhesive at Admin Building South wing - $22,740.00

Total Work Order 1: **$45,480.00**

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 $45,480.00 ☐ 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 ____ 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.

	Signature	Date
AUHSD Assistant Superintendent, Business		11-3-22
AUHSD Patricia Neely		11/1/22
Contractor	KAYHAN FATEMI - EVP	11/01/2022
Architect		
Project Manager		11/1/2022
IOR		

Tuesday, November 01, 2022

11/1/2022

Project Inspector

Bid 2023-05

CHANGE ORDER NO.

(Deductive)

PROJECT: Bid #2023-05 Oxford Academy Roofing

TO: Bishop, Inc.

You are hereby directed to comply with this Change Order.

DESCRIPTION OF CHANGE:

- Work Order 001 – DEDUCT ($50,000.00)

COST (This cost shall be deleted.):

Original contract price:	$ 337,493
Change Order amount:	$ (50,000)
New contract price:	$ 287,493

TIME FOR COMPLETION:

Original completion date:	35 Consecutive Calendar Days
Time for completion of Change Order:	0 days
New completion date:	35 Consecutive Calendar Days

Contractor agrees to deduct the above-described work in accordance with the above terms and in compliance with applicable sections of the Project Documents. Contractor agrees to the adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out 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

Michael Pinedo
Print Name

President
Title

01/25/2023
Date

DISTRICT

By: _____
Signature

Nancy C. Nien
Print Name

Assistant Superintendent, Business
Title

_____
Date

ARCHITECT

By: _____
Signature

_____
Print Name

_____
Title

_____
Date

CHANGE ORDER NO.

(Deductive)

PROJECT: Bid #2023-10 Brookhurst Junior High School Fencing

TO: J & A Fence

You are hereby directed to comply with this Change Order.

DESCRIPTION OF CHANGE:

- Work Order 001 – DEDUCT ($5,000.00)

COST (This cost shall be deleted.):

Original contract price:	$ 43,350.00
Change Order amount:	$ (5,000.00)
New contract price:	$ 38,350.00

TIME FOR COMPLETION:

Original completion date:	31 Consecutive Calendar Days
Time for completion of Change Order:	0 days
New completion date:	31 Consecutive Calendar Days

Contractor agrees to deduct the above-described work in accordance with the above terms and in compliance with applicable sections of the Project Documents. Contractor agrees to the adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out 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	DISTRICT
By: Miguel Miranda Signature	By: _____ Signature
Miguel Miranda Print Name	Nancy C. Nien Print Name
President Title	Assistant Superintendent, Business Title
2/01/23 Date	_____ Date

Declaring Certain Equipment as Unusable, Obsolete, and/or Out-of-Date and Ready for Sale, or Destruction	
Quantity	**Description**
1	Air Purifier
2	Book Shelf
15	Chair
4	Charging Cart
5	Computer Laptop
1	Laminator
2	Overwrap Machine
16	Printer
18	Tables, Folding w/Wheels

Declaring Certain Books as Unusable, Obsolete, and/or Out-of-Date and Ready for Sale, or Destruction

Description	Quantity	Publication Date	General Condition	Reason For Disposition	Compliant Y/N
ELD					
English Yes	500	Outdated	Fair	Obsolete	No To Be Sold
English					
English Language Arts Textbooks	500	Outdated	Fair	Obsolete	No To Be Sold
Writing and Grammar Textbooks	500	Outdated	Fair	Obsolete	No To Be Sold
Library					
Library Books & Novels Misc.	5000	Outdated	Fair	Obsolete	No To Be Sold
Math					
Algebra 1	120	Outdated	Fair	Obsolete	No To Be Sold
Pre Algebra	100	Outdated	Fair	Obsolete	No To Be Sold
Test Taking Strategies Kaplan	600	Outdated	Fair	Obsolete	No To Be Sold
Reference Books					
Longman Dictionary	200	Outdated	Fair	Obsolete	No To Be Sold
Spanish-English Dictionary	250	Outdated	Fair	Obsolete	No To Be Sold
Science					
Glencoe Health	100	Outdated	Fair	Obsolete	No To Be Sold
Life Science	100	Outdated	Fair	Obsolete	No To Be Sold
Social Science					
America Pathways to the Present	100	Outdated	Fair	Obsolete	No To Be Sold
American Government	500	Outdated	Fair	Obsolete	No To Be Sold
Economics	500	Outdated	Fair	Obsolete	No To Be Sold
Economics: Principles and Practices	100	Outdated	Fair	Obsolete	No To Be Sold
Modern World History	200	Outdated	Fair	Obsolete	No To Be Sold
Pacemaker American Government Second	100	Outdated	Fair	Obsolete	No To Be Sold
The American Journey	150	Outdated	Fair	Obsolete	No To Be Sold
The Americas	500	Outdated	Fair	Obsolete	No To Be Sold
World Geography and Culture	100	Outdated	Fair	Obsolete	No To Be Sold
World History	200	Outdated	Fair	Obsolete	No To Be Sold
VAPA					
Introducing Art	100	Outdated	Fair	Obsolete	No To Be Sold

DONATIONS

February 16, 2023

Location	Donated By	Item
AUHSD	PJHM Architects	$500, Staff Recognition
AUHSD	Farmers & Merchants	$10,000, AIME Program
Magnolia	Lisa Schreiber	$500, Biliteracy Club

ANAHEIM UHSD

EXHIBIT II

PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

BOARD OF TRUSTEES MEETING 02/16/2023 **FROM 01/09/2023 TO 02/02/2023**

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
S64C0108	**A LINE INC**	**2,320.00**	2,320.00	0132235081 5620	OR/HVAC/MO / RENTALS/OPERATING LEASES
S64R1054	**AAA ELECTRIC MOTOR SALES**	**1,518.56**	843.84	0110235081 4355	MAINTENANCE/HVAC/MO / MAINTENANCE SUPPLI
			674.72	0110235081 4410	MAINTENANCE/HVAC/MO / EQUIPMENT -
S64T0382	**ACCO BRANDS INC.**	**491.00**	491.00	0134140027 5610	WA/SCH ADM/SCH ADM / REPAIRS/MAINT - O/S
S64T0388	**ACP DIRECT**	**177.60**	177.60	0147257011 4310	SEVER HDCP/SE SEP CL/SEV / INSTRUCTIONAL MAT
S64R1155	**ADA SPORTS BADMINTON AND TENNI**	**2,286.58**	2,286.58	0125385010 4310	KA/TITLE IV/INSTR / INSTRUCTIONAL MATL &
S64T0395	**ADORAMA**	**581.47**	581.47	0140385010 4310	SO/TITLE IV/INSTR / INSTRUCTIONAL MATL &
S64T0399	**ADORAMA**	**3,522.15**	3,522.15	0128393010 4410	CY/VEA-2B/INSTR / EQUIPMENT - NON-CAPITALIZEI
S64R1105	**ADVANTAGE WEST INVESTMENT ENTE**	**1,280.77**	1,173.02	0131221081 4355	OPERATIONS - CUSTODIAL / MAINTENANCE
			107.75	0131221081 5610	OPERATIONS - CUSTODIAL / REPAIRS/MAINT - O/S
S64R1106	**ADVANTAGE WEST INVESTMENT ENTE**	**1,479.71**	1,479.71	0100970081 4410	COMMUNITY SERVICE/MO / EQUIPMENT -
S64R1138	**AERIES SOFTWARE INC**	**400.00**	400.00	0108108077 5210	INFO SYSTEM/DP / TRAVEL AND CONFERENCE
S64R1120	**AMERICAN CASUAL**	**328.92**	328.92	0172489510 4310	SAFE SCHL/TUPE GNT-COHORT J / INSTRUCTIONAL
S64R1035	**AMERICAN RED CROSS**	**1,172.03**	1,172.03	0117546021 4310	SWP K12 PATHWAY IMPR GRANT / INSTRUCTIONAL
S64R1087	**AMERICAN VETERAN LIGHTING INC**	**492.07**	492.07	0121230081 4355	WESTERN/GENERAL/MO / MAINTENANCE SUPPLIES
S64R1103	**ANAHEIM GLASS INC**	**3,701.29**	3,701.29	0127970081 4410	KE/COMM SVC/MO / EQUIPMENT - NON-CAPITALIZE
S64A0192	**ANDERSON, STACY**	**19,300.00**	19,300.00	0119283011 5880	SYS/INSTR / OTHER OPERATING EXPENSES
S64T0368	**APPLE INC**	**1,786.49**	1,786.49	0128393010 4410	CY/VEA-2B/INSTR / EQUIPMENT - NON-CAPITALIZEI
S64T0375	**APPLE INC**	**818.90**	818.90	0132000910 4310	OR/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
S64T0396	**APPLE INC**	**1,304.89**	1,304.89	0140000910 4410	SO/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
S64T0358	**AREY JONES EDUCATIONAL SOLUTIO**	**50,056.36**	50,056.36	0127546510 4410	KE/SWP K12 PATH(ROUND 2)/INST / EQUIPMENT -
S64A0190	**AVID CENTER**	**6,150.00**	6,150.00	0163379021 5810	TITLE IIIA / LIMITED ENG PROG /
S64T0360	**B AND H PHOTO VIDEO INC**	**215.49**	215.49	0138000927 4320	BA/LCFF-CONCENTRATION/SCH ADM / OTHER

ANAHEIM UHSD
PURCHASE ORDER DETAIL REPORT BY VENDOR NAME
BOARD OF TRUSTEES MEETING 02/16/2023 **FROM 01/09/2023 TO 02/02/2023**

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
S64T0363	**B AND H PHOTO VIDEO INC**	**161.57**	161.57	0128393010 4310	CY/VEA-2B/INSTR / INSTRUCTIONAL MATL &
S64T0365	**B AND H PHOTO VIDEO INC**	**848.52**	848.52	0135000910 6490	DA/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
S64T0370	**B AND H PHOTO VIDEO INC**	**2,578.52**	1,866.90	0128393010 4310	CY/VEA-2B/INSTR / INSTRUCTIONAL MATL &
			711.62	0128393010 4410	CY/VEA-2B/INSTR / EQUIPMENT - NON-CAPITALIZEI
S64T0374	**B AND H PHOTO VIDEO INC**	**292.14**	292.14	0117393021 4320	INSTR SVC/VEA-2B/SUPV INST / OTHER OFFICE/MIS
S64T0376	**B AND H PHOTO VIDEO INC**	**1,466.72**	1,466.72	0132000910 4310	OR/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
S64T0377	**B AND H PHOTO VIDEO INC**	**5,305.94**	2,708.79	0121000910 4310	WE/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
			2,597.15	0121000910 4410	WE/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
S64T0381	**B AND H PHOTO VIDEO INC**	**4,626.96**	771.62	0123393010 4310	SA/VEA-2B/INSTR / INSTRUCTIONAL MATL &
			3,855.34	0123393010 4410	SA/VEA-2B/INSTR / EQUIPMENT - NON-CAPITALIZEI
S64T0383	**B AND H PHOTO VIDEO INC**	**438.31**	438.31	0120000910 4310	AN/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
S64T0389	**B AND H PHOTO VIDEO INC**	**171.27**	171.27	0128393010 4310	CY/VEA-2B/INSTR / INSTRUCTIONAL MATL &
S64R1052	**BAILEY POTTERY EQUIPTMENT CORP**	**345.24**	345.24	0123000910 4310	SA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAI
S64R1038	**BARNES AND NOBLE**	**671.71**	671.71	0102102071 4210	SUPT/BRD SUPT / BOOKS AND REFERENCE MATERI
S64R1128	**BARNES AND NOBLE**	**552.34**	552.34	0102102071 4210	SUPT/BRD SUPT / BOOKS AND REFERENCE MATERI
S64R1137	**BARNES AND NOBLE**	**1,688.01**	1,688.01	0163379010 4210	TITLE IIIA / LIMITED ENG PROF / BOOKS AND
S64R1056	**BCT ENTERTAINMENT**	**30,208.54**	30,208.54	0117393010 4410	INSTR SVC/VEA-2B/INSTR / EQUIPMENT -
S64T0397	**BEST BUY FOR BUSINESS**	**646.48**	646.48	0164752110 4310	IS/STEM-A-PALOZZA/INSTR / INSTRUCTIONAL MAT
S64R1178	**BIG ASS FANS**	**11,402.98**	11,402.98	0120000010 6490	ANAHEIM/INSTR / EQUIPMENT - OTHER
S64R1072	**BLICK ART MATERIALS LLC**	**1,357.12**	1,357.12	0144005010 4310	LEX/ART/INSTR / INSTRUCTIONAL MATL & SUPPLIE
S64R1073	**BLICK ART MATERIALS LLC**	**664.64**	664.64	0125385010 4310	KA/TITLE IV/INSTR / INSTRUCTIONAL MATL &
S64R1114	**BLICK ART MATERIALS LLC**	**138.46**	138.46	0128385010 4310	CY/TITLE IV/INSTR / INSTRUCTIONAL MATL &
S64R1115	**BLICK ART MATERIALS LLC**	**2,715.60**	2,715.60	0144385010 4310	LEX/TITLE IV/INSTR / INSTRUCTIONAL MATL &

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

BOARD OF TRUSTEES MEETING 02/16/2023 **FROM 01/09/2023 TO 02/02/2023**

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
S64R1133	**BLICK ART MATERIALS LLC**	**999.57**	999.57	0120385010 4310	AN/TITLE IV/INSTR / INSTRUCTIONAL MATL &
S64R1159	**BLICK ART MATERIALS LLC**	**1,370.96**	1,370.96	0125385010 4310	KA/TITLE IV/INSTR / INSTRUCTIONAL MATL &
S64R1168	**BLICK ART MATERIALS LLC**	**271.18**	271.18	0120000910 4310	AN/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
S64R1169	**BLICK ART MATERIALS LLC**	**302.01**	302.01	0120385010 4310	AN/TITLE IV/INSTR / INSTRUCTIONAL MATL &
S64X0471	**BOBCAT OF LOS ANGELES INC**	**10,000.00**	10,000.00	0111222081 4347	OPERATIONS - GROUNDS / OPERATIONS SUPPLIES -
S64C0028	**BSCS SCIENCE LEARNING**	**3,122.60**	960.06	0117469210 4310	INSTR SVC/ED EFFECTIVENESS / INSTRUCTIONAL
			2,162.54	0117469210 4410	INSTR SVC/ED EFFECTIVENESS / EQUIPMENT -
S64R1070	**BSN SPORTS LLC**	**7,716.39**	7,150.70	0125385010 4310	KA/TITLE IV/INSTR / INSTRUCTIONAL MATL &
			565.69	0125385010 4410	KA/TITLE IV/INSTR / EQUIPMENT - NON-CAPITALIZE
S64R1093	**BSN SPORTS LLC**	**1,996.65**	1,996.65	0132750640 4310	OR/AFTER SCHOOL/ANCIL / INSTRUCTIONAL MATL
S64R1094	**BSN SPORTS LLC**	**1,347.97**	1,173.41	0132027010 4310	OR/PHYS ED/INSTR / INSTRUCTIONAL MATL &
			174.56	0132750640 4310	OR/AFTER SCHOOL/ANCIL / INSTRUCTIONAL MATL
S64R1055	**BUDDY'S ALL STARS INC**	**710.98**	710.98	0122028010 4310	MA/ATHLET/INSTR / INSTRUCTIONAL MATL &
S64C0094	**C.A.S.H.**	**2,798.00**	2,798.00	0106106072 5210	BUSINESS/GENL ADM / TRAVEL AND CONFERENCE
S64R1091	**C.A.S.H.**	**3,320.00**	1,660.00	0110230081 5210	MAINTENANCE/MO / TRAVEL AND CONFERENCE
			1,660.00	0111220081 5210	OPERATIONS - GENERAL / TRAVEL AND
S64R1057	**CADA CENTRAL**	**585.00**	585.00	0125000910 5210	KA/LCFF-CONCENTRATION/INSTR / TRAVEL AND
S64R1060	**CADA CENTRAL**	**970.00**	970.00	0122000910 5210	MA/LCFF-CONCENTRATION/INSTR / TRAVEL AND
S64R1068	**CADA CENTRAL**	**1,305.00**	1,305.00	0131000910 5210	BR/LCFFF-CONCENTRATION/INSTR / TRAVEL AND
S64R1124	**CADA CENTRAL**	**635.00**	635.00	0140000910 5210	SO/LCFF-CONCENTRATION/INSTR / TRAVEL AND
S64R1160	**CADA CENTRAL**	**435.00**	435.00	0121025040 5210	ASB/ANCIL / TRAVEL AND CONFERENCE
S64R1086	**CAL BUILDING SYSTEMS INC**	**1,950.00**	1,560.00	0120230081 5610	ANAHEIM/GENERAL/MO / REPAIRS/MAINT - O/S
			390.00	0125230081 5610	KA/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
S64R1150	**CALIF. DEPT. OF TAX AND FEE AD**	**3,428.00**	3,428.00	0110230081 5880	MAINTENANCE/MO / OTHER OPERATING EXPENSES

ANAHEIM UHSD
PURCHASE ORDER DETAIL REPORT BY VENDOR NAME
BOARD OF TRUSTEES MEETING 02/16/2023 **FROM 01/09/2023 TO 02/02/2023**

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
S64R1183	**CAROLINA BIOLOGICAL SUPPLY CO.**	**29.31**	29.31	0100031010 4310	CHEMISTRY/INSTR / INSTRUCTIONAL MATL &
S64C0099	**CASBO**	**4,375.00**	2,625.00	0107107072 5210	ACCTG /GENL ADM / TRAVEL AND CONFERENCE
			1,750.00	0155155072 5210	BUSINESS/ GENL ADM / TRAVEL AND CONFERENCE
S64R1085	**CASBO**	**875.00**	875.00	0112112072 5210	PURCHASING/GENL ADM / TRAVEL AND
S64R1101	**CASE AND SONS CONSTRUCTION INC**	**2,900.00**	2,900.00	0120237081 5610	ANAHEIM/PAINT/MO / REPAIRS/MAINT - O/S
S64R1170	**CENGAGE LEARNING**	**2,000.00**	2,000.00	0117751110 4210	IS/DUAL ENROLLMENT/INSTR / BOOKS AND
S64R1066	**CENTRAL RESTAURANT PRODUCTS**	**2,681.90**	2,681.90	0128393010 4410	CY/VEA-2B/INSTR / EQUIPMENT - NON-CAPITALIZEI
S64R1067	**CENTRAL RESTAURANT PRODUCTS**	**1,884.55**	1,884.55	0128393010 4410	CY/VEA-2B/INSTR / EQUIPMENT - NON-CAPITALIZEI
S64R1071	**CIF STATE OFFICE**	**2,270.40**	2,270.40	0125000010 5310	KA/INSTR / DUES AND MEMBERSHIPS
S64R1121	**CIF STATE OFFICE**	**1,477.52**	1,477.52	0122028010 5310	MA/ATHLET/INSTR / DUES AND MEMBERSHIPS
S64R1098	**CITY OF ANAHEIM**	**63.00**	63.00	0142230081 5880	OXFORD/GENERAL/MO / OTHER OPERATING
S64A0193	**CLAIM RETENTION SERVICES INC.**	**27,000.00**	27,000.00	0177177072 5810	RISK MANAGEMENT / NON-INSTRUCTIONAL PROF
S64A0194	**COMMUNITY PARTNERS**	**60,000.00**	60,000.00	0102102071 5310	SUPT/BRD SUPT / DUES AND MEMBERSHIPS
S64X0474	**CONTINENTAL ATHLETIC SUPPLY IN**	**9,400.00**	9,400.00	0120751640 5630	AN/ATHLETICS/ANCIL / REPAIRS/ATHLETIC
S64R1051	**COSCO FIRE PROTECTION INC**	**3,501.44**	3,501.44	0125230081 5610	KA/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
S64R1099	**COSCO FIRE PROTECTION INC**	**49,677.00**	11,042.00	0120230081 5610	ANAHEIM/GENERAL/MO / REPAIRS/MAINT - O/S
			8,053.00	0121230081 5610	WESTERN/GENERAL/MO / REPAIRS/MAINT - O/S
			10,027.00	0124230081 5610	LOARA/GENERAL/MO / REPAIRS/MAINT - O/S
			4,962.00	0125230081 5610	KA/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
			3,995.00	0131230081 5610	BR/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
			2,450.00	0135230081 5610	DALE/GENERAL/MO / REPAIRS/MAINT - O/S SERVICI
			3,200.00	0140230081 5610	SOUTH/GENERAL/MO / REPAIRS/MAINT - O/S
			3,164.00	0144230081 5610	LEX/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
			1,693.00	0147230081 5610	HOPE/GENERAL/MO / REPAIRS/MAINT - O/S SERVICI
			1,091.00	0150230081 5610	ADMIN/GENERAL/MO / REPAIRS/MAINT - O/S

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S64R1148	**CROWN LIFT TRUCKS**	**470.87**	470.87	0128000081 5610	CY/MO / REPAIRS/MAINT - O/S SERVICES
S64R1059	**CULVER NEWLIN**	**6,102.44**	6,102.44	0107107072 4310	ACCTG /GENL ADM / INSTRUCTIONAL MATL &
S64R1167	**DAVID D HATMAKER**	**2,000.00**	2,000.00	0100970081 5210	COMMUNITY SERVICE/MO / TRAVEL AND
S64A0195	**DEDMON, NICOLA**	**1,000.00**	1,000.00	0153000910 5210	SP PR/LCFF-SUPPLEMENTAL / TRAVEL AND
S64R1077	**DISCOUNT DANCE SUPPLY**	**581.59**	581.59	0125385010 4310	KA/TITLE IV/INSTR / INSTRUCTIONAL MATL &
S64T0367	**DLT SOLUTIONS LLC**	**48,241.00**	48,241.00	0108750410 5880	IT/TECHNOLOGY/INSTR / OTHER OPERATING
S64C0059	**ECONOMY RENTALS INC**	**271.72**	271.72	0120000910 5620	AN/LCFF-CONCENTRATION/INSTR /
S64X0467	**ECONOMY RENTALS INC**	**500.00**	500.00	0144054040 5620	LEX/AFTSCHL/ANCIL / RENTALS/OPERATING LEASE
S64A0204	**EDUCATION JUSTICE LAW P.C.**	**6,500.00**	6,500.00	0119283021 5821	SYS/SUPV INST / LEGAL FEES
S64A0200	**EDUCATIONAL POLICY IMPROVEMENT**	**60,000.00**	60,000.00	0100469210 5810	EDUCATOR EFFECTIVENESS 21/22 /
S64T0372	**EDUPORIUM**	**559.49**	559.49	0132000910 4310	OR/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
S64T0398	**EFOODHANDLERS**	**175.00**	175.00	0117546621 4310	SWP K12 PATHWAY(ROUND 3 OCDE) /
S64R1140	**EL CANTARITO RESTAURANT**	**891.75**	891.75	0132140027 4390	OR/SCH ADM/SCH ADM / MEETING EXPENSE - FOOD
S64R1165	**FBLA**	**900.00**	900.00	0128393110 5880	VEA PERKINS STUDEN ORG CYP / OTHER OPERATIN
S64R1102	**FERGUSON ENTERPRISES INC**	**819.44**	819.44	0131239081 4410	BR/PLUMB/MO / EQUIPMENT - NON-CAPITALIZED
S64R1117	**FIVE STAR RUBBER STAMP INC**	**87.32**	87.32	0128140027 4320	CY/SCH ADM/SCH ADM / OTHER OFFICE/MISC
S64R1171	**FLINN SCIENTIFIC INC**	**161.04**	161.04	0100031010 4310	CHEMISTRY/INSTR / INSTRUCTIONAL MATL &
S64R1172	**FLINN SCIENTIFIC INC**	**15.95**	15.95	0100031010 4310	CHEMISTRY/INSTR / INSTRUCTIONAL MATL &
S64R1173	**FLINN SCIENTIFIC INC**	**629.47**	629.47	0100031010 4310	CHEMISTRY/INSTR / INSTRUCTIONAL MATL &
S64R1174	**FLINN SCIENTIFIC INC**	**1,283.20**	1,283.20	0100031010 4310	CHEMISTRY/INSTR / INSTRUCTIONAL MATL &
S64R1175	**FLINN SCIENTIFIC INC**	**181.45**	181.45	0100031010 4310	CHEMISTRY/INSTR / INSTRUCTIONAL MATL &
S64R1176	**FLINN SCIENTIFIC INC**	**11.36**	11.36	0100031010 4310	CHEMISTRY/INSTR / INSTRUCTIONAL MATL &
S64R1177	**FLINN SCIENTIFIC INC**	**194.81**	194.81	0100031010 4310	CHEMISTRY/INSTR / INSTRUCTIONAL MATL &

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S64R1181	**FLINN SCIENTIFIC INC**	**263.77**	263.77	0100031010 4310	CHEMISTRY/INSTR / INSTRUCTIONAL MATL &
S64R1182	**FLINN SCIENTIFIC INC**	**548.23**	548.23	0100031010 4310	CHEMISTRY/INSTR / INSTRUCTIONAL MATL &
S64R1158	**FOLLETT CONTENT SOLUTIONS LLC**	**11,323.79**	11,323.79	0123000910 4210	SA/LCFF-CONCENTRATION/INSTR / BOOKS AND
S64R1043	**FOLLETT SCHOOL SOLUTIONS LLC**	**7,435.91**	7,435.91	0125000910 4210	KA/LCFF-CONCENTRATION/INSTR / BOOKS AND
S64R1079	**FOLLETT SCHOOL SOLUTIONS LLC**	**968.20**	968.20	0117751110 4310	IS/DUAL ENROLLMENT/INSTR / INSTRUCTIONAL
S64T0356	**FOLLETT SCHOOL SOLUTIONS LLC**	**199.99**	199.99	0127000810 5880	KE/LCFF-SUPPLEMENTAL/INSTR / OTHER OPERATIN
S64T0384	**FREESTYLE PHOTOGRAPHIC SUPPLIE**	**140.23**	140.23	0120000910 4310	AN/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
S64R1139	**GAMETRUCK**	**425.00**	425.00	0132591510 5620	ORANGEVIEW/LOCAL GRANTS/GIFT /
S64R1152	**GANAHL LUMBER CO**	**1,467.83**	1,467.83	0127017010 4310	KE/INDUS TECH/INSTR / INSTRUCTIONAL MATL &
S64R1116	**GARDENA VALLEY NEWS**	**401.65**	401.65	0128000010 4310	CY/INSTR / INSTRUCTIONAL MATL & SUPPLIES
S64A0199	**GIANNELLI ELECTRIC INC.**	**688,688.00**	688,688.00	0150230081 5610	ADMIN/GENERAL/MO / REPAIRS/MAINT - O/S
S64S0091	**GLASBY MAINTENANCE SUPPLY CO.**	**4,241.04**	4,241.04	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
S64A0206	**GONZALEZ, VIVIANA & SEBASTIAN**	**10,200.00**	10,200.00	0119283011 5880	SYS/INSTR / OTHER OPERATING EXPENSES
S64R1126	**GOPHER SPORTS EQUIPMENT**	**3,565.07**	3,565.07	0132385010 4310	OR/TITLE IV/INSTR / INSTRUCTIONAL MATL &
S64R1088	**GRAINGER**	**872.07**	872.07	0142222081 4410	OPERATIONS - GROUNDS / EQUIPMENT -
S64R1062	**GRAY STEP SOFTWARE INC**	**465.00**	465.00	0125025040 5210	KA/ASB/ANCIL / TRAVEL AND CONFERENCE
S64C0102	**GREAT SCOTT TREE SERVICE INC**	**4,320.00**	4,320.00	0121222081 5610	OPERATIONS - GROUNDS / REPAIRS/MAINT - O/S
S64R1112	**GSV EVENT MEDIA LLC**	**1,500.00**	1,500.00	0127399010 5210	TITLE II IMPR TCHR QUAL - ED / TRAVEL AND
S64T0390	**GUITAR CENTER STORES INC**	**334.83**	334.83	0125000910 4310	KA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
S64T0394	**GUITAR CENTER STORES INC**	**4,650.49**	300.62	0121000910 4310	WE/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
			4,349.87	0121000910 4410	WE/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
S64R1053	**GUNNER CONCRETE**	**1,034.40**	1,034.40	0131238081 4355	BR/PAVING/MO / MAINTENANCE SUPPLIES
S64R1074	**HERMITAGE ART**	**99.44**	99.44	0132385010 4310	OR/TITLE IV/INSTR / INSTRUCTIONAL MATL &

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S64X0466	**HOME DEPOT CREDIT SERVICES**	**2,000.00**	2,000.00	0121000910 4310	WE/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
S64R1147	**HOWARD INDUSTRIES**	**594.56**	594.56	0124235081 4410	LOARA/HVAC/MO / EQUIPMENT - NON-CAPITALIZEI
S64X0468	**IMAGE APPAREL FOR BUSINESS**	**15,000.00**	15,000.00	0172172083 4320	SAFE SCHOOLS / OTHER OFFICE/MISC SUPPLIES
S64T0371	**INSIGHT PUBLIC SECTOR INC**	**311.23**	311.23	0128546510 4310	CY/SWP K12 PATH(ROUND 2)/INST / INSTRUCTIONAI
S64C0107	**INTELESYSONE INC.**	**512.00**	512.00	0108108077 5810	INFO SYSTEM/DP / NON-INSTRUCTIONAL PROF
S64T0378	**INTELESYSONE INC.**	**1,352.00**	1,352.00	0108108077 5810	INFO SYSTEM/DP / NON-INSTRUCTIONAL PROF
S64A0198	**J AND A FENCE**	**43,350.00**	43,350.00	0131232081 5610	BR/FENCE/MO / REPAIRS/MAINT - O/S SERVICES
S64X0469	**J E HALLIDAY SALES INC**	**3,000.00**	3,000.00	0118118072 4320	GRAPHICS/GENL ADM / OTHER OFFICE/MISC
S64R1113	**JM AND J CONTRACTORS**	**14,800.00**	14,800.00	2735731185 6274	DALE/BOND SERIES 2019 - MEAS H / CONSTRUCTION
S64T0373	**JOTFORM INC**	**24,576.00**	24,576.00	0108750410 5880	IT/TECHNOLOGY/INSTR / OTHER OPERATING
S64R1061	**JSTOR**	**2,550.00**	2,550.00	0127000810 5880	KE/LCFF-SUPPLEMENTAL/INSTR / OTHER OPERATIN
S64R1039	**JUNIOR LIBRARY GUILD**	**213.36**	213.36	0122381010 4210	MA/ECIA1/INSTR / BOOKS AND REFERENCE
S64R1131	**KLEEN-RITE CORPORATION**	**881.12**	881.12	0120000081 4347	ANAHEIM/MO / OPERATIONS SUPPLIES - MISC
S64R1154	**LANGMUIR SYSTEMS LLC**	**1,295.57**	1,295.57	0127017010 4410	KE/INDUS TECH/INSTR / EQUIPMENT -
S64R1040	**MACKIN LIBRARY MEDIA**	**650.00**	650.00	0122381010 4210	MA/ECIA1/INSTR / BOOKS AND REFERENCE
S64R1075	**MACKIN LIBRARY MEDIA**	**567.41**	567.41	0144000024 4210	LEX /L M T / BOOKS AND REFERENCE MATERIAL
S64R1092	**MACKIN LIBRARY MEDIA**	**600.96**	600.96	0131381010 4210	BR/ECIA1/INSTR / BOOKS AND REFERENCE
S64R1130	**MALMARK BELLS**	**1,338.89**	1,338.89	0132000910 4310	OR/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAI
S64T0357	**MARK ENTERPRISES INC**	**28,630.00**	28,630.00	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
S64T0364	**MASTERY CODING INC**	**2,995.00**	2,995.00	0140000910 5580	SO/LCFF-CONCENTRATION/INSTR / SANITATION
S64T0386	**MASTERY CODING INC**	**2,995.00**	2,995.00	0122393010 5880	MA/VEA-2B/INSTR / OTHER OPERATING EXPENSES
S64T0361	**MAXON COMPUTER INC**	**3,980.00**	3,980.00	0125393010 5880	KA/VEA-2B/INSTR / OTHER OPERATING EXPENSES

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S64S0095	**MC KESSON MEDICAL SURGICAL INC**	**522.63**	522.63	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
S64R1156	**MIDWEST VOLLEYBALL WREHOUSE**	**1,353.63**	1,353.63	0125385010 4310	KA/TITLE IV/INSTR / INSTRUCTIONAL MATL &
S64R1089	**MINICPR BIO**	**1,692.89**	1,692.89	0140000910 4410	SO/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
S64R1145	**MONTGOMERY HARDWARE CO.**	**5,111.69**	5,111.69	0121230081 4410	WESTERN/GENERAL/MO / EQUIPMENT -
S64R1151	**MONTGOMERY HARDWARE CO.**	**1,287.42**	1,287.42	0150230081 4410	ADMIN/GENERAL/MO / EQUIPMENT -
S64R1108	**MRS. NELSON'S BOOK COMPANY LLC**	**404.47**	404.47	0125381010 4210	KA/ECIA1/INSTR / BOOKS AND REFERENCE
S64R1084	**MUSIC AND ARTS CENTER**	**1,137.30**	1,137.30	0117751110 4310	IS/DUAL ENROLLMENT/INSTR / INSTRUCTIONAL
S64R1090	**MUSIC AND ARTS CENTER**	**3,094.58**	986.99	0135385010 4310	DA/TITLE IV/INSTR / INSTRUCTIONAL MATL &
			2,107.59	0135385010 4410	DA/TITLE IV/INSTR / EQUIPMENT - NON-CAPITALIZE
S64X0470	**MUSIC AND ARTS CENTER**	**600.00**	600.00	0132000910 4310	OR/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
S64R1045	**NASCO**	**273.69**	273.69	0138025040 4320	BALL/ASB/ANCIL / OTHER OFFICE/MISC SUPPLIES
S64R1046	**NASCO**	**239.60**	239.60	0138489510 4310	BA/TUPE-COHORT J-TIER 2/INSTR / INSTRUCTIONAL
S64R1163	**NASCO**	**795.69**	795.69	0125385010 4310	KA/TITLE IV/INSTR / INSTRUCTIONAL MATL &
S64R1104	**NORCON COMMUNICATIONS INC**	**3,310.04**	3,310.04	0100970081 4410	COMMUNITY SERVICE/MO / EQUIPMENT -
S64R1144	**O'REILLY AUTO PARTS**	**2,360.03**	1,304.12	0111220081 4370	OPERATIONS - GENERAL / REPAIRS - EQUIPMENT
			1,055.91	0179113036 5610	GARAGE/TRANS-REG ED/TRANSPORT /
S64R1143	**OC CUSTOM VINYL GRAPHICS AND S**	**1,525.74**	1,525.74	0124000010 4320	LOARA/INSTR / OTHER OFFICE/MISC SUPPLIES
S64R1127	**OCDE**	**894.00**	894.00	0117000910 5210	INST SVR/LCFF/INSTR / TRAVEL AND CONFERENCE
S64R1042	**OFFICE DEPOT**	**232.42**	232.42	0120261012 4310	SE RES SP(RSP)/SE RES SP/NSEV / INSTRUCTIONAL
S64X0472	**ONE DAY SIGNS**	**25,000.00**	25,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
S64R1135	**ORIENTAL TRADING COMPANY**	**473.88**	473.88	0172489510 4310	SAFE SCHL/TUPE GNT-COHORT J / INSTRUCTIONAL
S64R1132	**PCASC**	**1,598.00**	1,598.00	0105105072 5210	CLASS HR/GENL ADM / TRAVEL AND CONFERENCE
S64R1146	**PENNER PARTITIONS INC**	**3,996.00**	3,996.00	0168230081 4410	GI SOUTH/GENERAL/MO / EQUIPMENT -

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S64R1179	**PENNER PARTITIONS INC**	**8,988.05**	8,000.05	0120000081 4410	ANAHEIM/MO / EQUIPMENT - NON-CAPITALIZED
			988.00	0120000081 5610	ANAHEIM/MO / REPAIRS/MAINT - O/S SERVICES
S64R1122	**PIPS**	**694,494.00**	694,494.00	0100000010 3602	GEN FUND/INSTR / WORKERS'COMP-CLASSIFIED
S64R1119	**PITSCO INC.**	**1,094.75**	1,094.75	0134000910 4310	WA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
S64R1097	**PRINGLES DRAPERIES AND BLINDS**	**7,703.32**	7,213.32	0120230081 4410	ANAHEIM/GENERAL/MO / EQUIPMENT -
			490.00	0120230081 5610	ANAHEIM/GENERAL/MO / REPAIRS/MAINT - O/S
S64R1080	**QUILL CORP.**	**207.14**	207.14	0122252011 4310	MA/MILD MODERATE/SE SEP CL/NSE /
S64R1107	**REGENCY LIGHTING**	**4,094.50**	4,094.50	0121231081 4410	WESTERN/ELECTRIC/MO / EQUIPMENT -
S64C0106	**RIV OR COUNTIES PUMP COMPANY I**	**1,852.24**	274.74	0123240081 4355	SA/POOL/MO / MAINTENANCE SUPPLIES
			1,577.50	0123240081 5610	SA/POOL/MO / REPAIRS/MAINT - O/S SERVICES
S64R1125	**RIVERSIDE COUNTY OFFICE OF**	**970.00**	970.00	0117750110 5210	IS/DISTRICT PD/INSTR / TRAVEL AND CONFERENCE
S64R1134	**RIVERSIDE INSIGHTS**	**306.38**	306.38	0132261012 4310	SE RES SP(RSP)/SE RES SP/NSEV / INSTRUCTIONAL
S64S0093	**SCHOOL NURSE SUPPLY INC**	**80.58**	80.58	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
S64R1123	**SCHOOL SERVICES OF CALIFORNIA**	**195.00**	195.00	0155155072 5210	BUSINESS/ GENL ADM / TRAVEL AND CONFERENCE
S64R1065	**SCHOOL SPECIALTY INC**	**272.39**	272.39	0120000910 4310	AN/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
S64S0096	**SCHOOL SPECIALTY INC**	**291.36**	291.36	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
S64T0385	**SCHOOLPAY**	**100.81**	100.81	0107107072 4310	ACCTG /GENL ADM / INSTRUCTIONAL MATL &
S64R1047	**SCSBOA**	**200.00**	200.00	0125000910 5210	KA/LCFF-CONCENTRATION/INSTR / TRAVEL AND
S64R1058	**SCSBOA**	**200.00**	200.00	0120000910 5210	AN/LCFF-CONCENTRATION/INSTR / TRAVEL AND
S64R1161	**SCSBOA**	**400.00**	400.00	0131385010 5880	BR/TITLE IV/INSTR / OTHER OPERATING EXPENSES
S64C0111	**SEHI COMPUTER PRODUCTS INC**	**709.00**	709.00	0164752110 4310	IS/STEM-A-PALOZZA/INSTR / INSTRUCTIONAL MAT
S64R1166	**SEHI COMPUTER PRODUCTS INC**	**3,384.00**	3,384.00	0108108077 5210	INFO SYSTEM/DP / TRAVEL AND CONFERENCE
S64T0359	**SEHI COMPUTER PRODUCTS INC**	**969.75**	969.75	0138000910 4310	BA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA

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S64T0362	**SEHI COMPUTER PRODUCTS INC**	**496.26**	496.26	0128393010 4310	CY/VEA-2B/INSTR / INSTRUCTIONAL MATL &
S64T0366	**SEHI COMPUTER PRODUCTS INC**	**1,562.38**	1,562.38	0124381010 4310	LO/TITLE I/INSTRUCTIONAL / INSTRUCTIONAL MAT
S64T0369	**SEHI COMPUTER PRODUCTS INC**	**1,595.93**	1,595.93	0128393010 4410	CY/VEA-2B/INSTR / EQUIPMENT - NON-CAPITALIZEI
S64T0379	**SEHI COMPUTER PRODUCTS INC**	**1,006.00**	1,006.00	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
S64T0380	**SEHI COMPUTER PRODUCTS INC**	**11,858.63**	11,858.63	0128000910 4410	CY/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
S64A0201	**SIERRA, JAVIER**	**60,000.00**	60,000.00	0106106072 5810	BUSINESS/GENL ADM / NON-INSTRUCTIONAL PROF
S64R1076	**SIGLER INC., RUSSELL**	**8,835.50**	8,835.50	0132235081 4410	OR/HVAC/MO / EQUIPMENT - NON-CAPITALIZED
S64T0393	**SNO SITES**	**650.00**	650.00	0168381010 5880	GI/TITLE I/INSTR / OTHER OPERATING EXPENSES
S64R1081	**SOCALGRAD**	**1,692.68**	1,692.68	0142066027 4320	OXFORD/GRAD/ADMIN / OTHER OFFICE/MISC
S64R1082	**SOCALGRAD**	**721.93**	64.65	0161025040 4320	POLARIS/ASB/ANCILLARY / OTHER OFFICE/MISC
			657.28	0161140027 4320	IND STUDY/SCHOOL ADMINISTRATIO / OTHER
S64R1083	**SOCALGRAD**	**2,114.06**	517.20	0168025040 4320	GILBERT SOUTH/ASB/ANCILLARY / OTHER
			1,596.86	0168140027 4320	GI SOUTH/SCH ADM/SCH ADM / OTHER OFFICE/MIS
S64T0392	**SOLARWINDS INC.**	**521.00**	521.00	0108108077 5610	INFO SYSTEM/DP / REPAIRS/MAINT - O/S SERVICES
S64R1036	**SOUTHWEST SCHOOL AND OFFICE SU**	**269.55**	269.55	0107107072 4310	ACCTG /GENL ADM / INSTRUCTIONAL MATL &
S64R1109	**SOUTHWEST SCHOOL AND OFFICE SU**	**130.27**	130.27	0102102071 4320	SUPT/BRD SUPT / OTHER OFFICE/MISC SUPPLIES
S64R1136	**SOUTHWEST SCHOOL AND OFFICE SU**	**649.41**	649.41	0122381010 4310	MA/ECIA1/INSTR / INSTRUCTIONAL MATL &
S64S0092	**SOUTHWEST SCHOOL AND OFFICE SU**	**9,561.99**	9,561.99	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
S64S0094	**SOUTHWEST SCHOOL AND OFFICE SU**	**148.82**	148.82	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
S64C0101	**SPORTS FACILITIES GROUP INC**	**2,499.80**	2,499.80	0127230081 5610	KE/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
S64R1044	**STAPLES ADVANTAGE**	**1,282.82**	1,282.82	0120261012 4310	SE RES SP(RSP)/SE RES SP/NSEV / INSTRUCTIONAL
S64R1048	**STAPLES ADVANTAGE**	**106.50**	106.50	0140002010 4310	SOUTH/BUS ED/INSTR / INSTRUCTIONAL MATL &
S64R1049	**STAPLES ADVANTAGE**	**62.47**	62.47	0138140027 4320	BALL/SCH ADM/SCH ADM / OTHER OFFICE/MISC

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

BOARD OF TRUSTEES MEETING 02/16/2023 **FROM 01/09/2023 TO 02/02/2023**

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
S64R1050	**STAPLES ADVANTAGE**	**844.74**	844.74	0135140027 4320	DALE/SCH ADM/SCH ADM / OTHER OFFICE/MISC
S64R1078	**STAPLES ADVANTAGE**	**312.77**	312.77	0122261012 4310	SE RES SP(RSP)/SE RES SP/NSEV / INSTRUCTIONAL
S64R1164	**STEVE WEISS MUSIC**	**3,062.37**	3,062.37	0125385010 4310	KA/TITLE IV/INSTR / INSTRUCTIONAL MATL &
S64R1096	**STORM WATER INSPECTION**	**3,810.00**	3,810.00	0125230081 5610	KA/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
S64R1118	**SUPERIOR TEXT**	**624.52**	624.52	0117751110 4210	IS/DUAL ENROLLMENT/INSTR / BOOKS AND
S64R1129	**SUPERIOR TEXT**	**423.67**	423.67	0125381010 4210	KA/ECIA1/INSTR / BOOKS AND REFERENCE
S64T0387	**SWEETWATER**	**1,371.66**	1,371.66	0140000910 4410	SO/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
S64X0473	**SWRCB**	**5,000.00**	5,000.00	2756731185 6222	BOND SERIES 2019 - MEAS H / PLANNING - AGENCY
S64A0191	**TILLY'S LIFE CENTER**	**7,000.00**	1,000.00	0123000010 5805	SA/INSTR / INSTRUCTIONAL PROF CONSULTANT
			6,000.00	0123000910 5805	SA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAI
S64A0197	**TIME AND ALARM SYSTEM**	**149,656.94**	149,656.94	2750731185 6460	BOND SERIES 2017 - MEAS H / EQUIPMENT -
S64R1153	**TIME AND ALARM SYSTEM**	**2,597.37**	771.81	0132231081 4410	OR/ELECTRIC/MO / EQUIPMENT - NON-CAPITALIZEI
			1,825.56	0168231081 4355	GI SOUTH/ELECTRIC/MO / MAINTENANCE SUPPLIES
S64R1142	**TRUCK PRO PTO SALES CORPORATIO**	**7,176.15**	7,176.15	0179113036 6490	GARAGE/TRANS-REG ED/TRANSPORT / EQUIPMENT
S64R1063	**ULINE**	**1,037.16**	1,037.16	0172489510 4310	SAFE SCHL/TUPE GNT-COHORT J / INSTRUCTIONAL
S64R1149	**ULINE**	**117.93**	117.93	0131261012 4310	SE RES SP(RSP)/SE RES SP/NSEV / INSTRUCTIONAL
S64R1095	**US AIR CONDITIONING DISTRIBUTO**	**1,014.17**	341.79	0132235081 4355	OR/HVAC/MO / MAINTENANCE SUPPLIES
			672.38	0132235081 4410	OR/HVAC/MO / EQUIPMENT - NON-CAPITALIZED
S64A0202	**VENEKLASEN ASSOCIATES INC**	**4,625.00**	4,625.00	0120230081 5610	ANAHEIM/GENERAL/MO / REPAIRS/MAINT - O/S
S64R1069	**VISION COMMUNICATIONS CO.**	**108.83**	108.83	0175140027 4320	CVA/INDEPENDENT STUDY/ADMIN / OTHER
S64R1100	**VISTA PAINT CORPORATION**	**479.79**	309.79	0110237081 4355	MAINTENANCE/PAINT/MO / MAINTENANCE SUPPLI
			170.00	0110237081 5610	MAINTENANCE/PAINT/MO / REPAIRS/MAINT - O/S
S64R1110	**WAYMAKERS**	**22,753.00**	22,753.00	0160591500 8699	MENTAL HLTH/LOCAL GRANTS&GIFTS / ALL OTHE
S64R1162	**WEISSMAN'S DESIGNS FOR DANCE**	**1,398.70**	1,398.70	0125385010 4310	KA/TITLE IV/INSTR / INSTRUCTIONAL MATL &

ANAHEIM UHSD
PURCHASE ORDER DETAIL REPORT BY VENDOR NAME
BOARD OF TRUSTEES MEETING 02/16/2023 **FROM 01/09/2023 TO 02/02/2023**

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
S64R1111	**WEST SHIELD ADOLESCENT SERVICE**	**5,375.96**	5,375.96	0119283031 5880	SYS/GUID / OTHER OPERATING EXPENSES
S64C0105	**WESTERN SPECIALTY CONTRACTORS**	**10,700.00**	10,700.00	0138230081 5610	BALL/GENERAL/MO / REPAIRS/MAINT - O/S SERVICI
S64R1064	**WOODWIND AND BRASSWIND**	**348.03**	348.03	0120385010 4310	AN/TITLE IV/INSTR / INSTRUCTIONAL MATL &
S64A0203	**YARIJANIAN AND ASSOCIATES**	**5,550.00**	5,550.00	0119283021 5821	SYS/SUPV INST / LEGAL FEES
	Fund 01 Total:	**2,358,095.51**			
	Fund 27 Total:	**169,456.94**			
	Total Amount of Purchase Orders:	**2,527,552.45**			

EXHIBIT JJ

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES **02/16/2023**

FROM **01/09/2023** **TO** **02/02/2023**

PO NUMBER	VENDOR	PO TOTAL	CHANGE AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
P64X0323	**GREATER ANAHEIM SELPA**	**79,686.00**	+63,821.00	76 9620	WARRANT PASSTHRU / DUE TO STUDENT GRPS/OTH
R64A0285	**CASE AND SONS CONSTRUCTION INC**	**300,700.00**	+27,000.00	0127237081 5610	KE/PAINT/MO / REPAIRS/MAINT - O/S SERVICES
R64T0683	**BLUUM USA INC.**	**15,399.48**	-168.20	0135000910 6490	DA/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
S64A0016	**MANHATTAN STITCHING INC**	**12,376.46**	+576.46	0142027010 4310	OXFORD/PHYS ED/INSTR / INSTRUCTIONAL MATL &
S64C0040	**O'REILLY AUTO PARTS**	**2,557.79**	+1,206.62	0110230081 4370	MAINTENANCE/MO / REPAIRS - EQUIPMENT
S64R0452	**SCHOOL SERVICES OF CALIFORNIA**	**1,000.00**	+100.00	0106106072 5810	BUSINESS/GENL ADM / NON-INSTRUCTIONAL PROF
S64R0486	**CULVER NEWLIN**	**1,848.47**	-94.13	0172172083 4320	SAFE SCHOOLS / OTHER OFFICE/MISC SUPPLIES
S64R0893	**GAMA CONTRACTING SERVICES**	**4,925.00**	+1,940.00	0124230081 5610	LOARA/GENERAL/MO / REPAIRS/MAINT - O/S SERVICI
S64R0942	**OCDE**	**357.00**	-30.00	0144399010 5210	TITLE II IMPR TCHR QUAL - ED / TRAVEL AND
S64R1011	**STATE OF CALIFORNIA**	**675.00**	+225.00	0121230081 5610	WESTERN/GENERAL/MO / REPAIRS/MAINT - O/S
S64R1014	**OCDE**	**407.00**	+407.00	0117546621 5210	SWP K12 PATHWAY(ROUND 3 OCDE) / TRAVEL AND
			-387.00	0135381010 5210	DALE/ECIA1/INSTR / TRAVEL AND CONFERENCE
S64R1032	**AC POWER 1 INC**	**4,289.50**	+1,989.50	0142231081 5610	OXFORD/ELECTRIC/MO / REPAIRS/MAINT - O/S
S64S0072	**SOUTHWEST SCHOOL AND OFFICE SU**	**2,496.70**	-1,643.73	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
S64S0090	**MAINTEX INC.**	**5,913.93**	+203.26	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
S64T0086	**T MOBILE**	**25,224.00**	-22,808.52	0108392310 5918	EIT/ESSER II/INSTR / TELEPHONE SERVICE
			+25,224.00	0108392910 5918	ESSER III LEARNING LOSS / TELEPHONE SERVICE
S64T0294	**B AND H PHOTO VIDEO INC**	**13,745.65**	-3,394.13	0128393010 4410	CY/VEA-2B/INSTR / EQUIPMENT - NON-CAPITALIZED
S64T0348	**SEMA LLC**	**3,469.81**	+1,634.90	0108108077 4410	INFO SYSTEM/DP / EQUIPMENT - NON-CAPITALIZED
S64X0007	**JFK TRANSPORTATION CO INC**	**30,000.00**	+10,000.00	0113113036 5620	TRANS/REG-ED/TRANSPORTATION /
S64X0015	**TRILLIUM USA COMPANY LLC**	**60,000.00**	+20,000.00	0113113036 4392	TRANS/REG-ED/TRANSPORTATION /
S64X0028	**SIGN MART PLASTICS PLUS**	**22,000.00**	+2,000.00	0118118072 4320	GRAPHICS/GENL ADM / OTHER OFFICE/MISC SUPPLIE
S64X0097	**TRUCK PRO PTO SALES CORPORATIO**	**35,000.00**	+10,000.00	0179113536 4376	GARAGE/TRANS-SP ED/TRANSP / TRANS SUPPLY-BUS

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES **02/16/2023**

FROM **01/09/2023** **TO** **02/02/2023**

PO NUMBER	VENDOR	PO TOTAL	CHANGE AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
S64X0197	**U S BANK**	**25,000.00**	+5,000.00	0102102071 5210	SUPT/BRD SUPT / TRAVEL AND CONFERENCE
S64X0212	**AMERICAN CASUAL**	**8,100.00**	+600.00	0108108077 4345	INFO SYSTEM/DP / OPERATIONS SUPPLIES - UNIFORM
S64X0215	**KENNEDY HIGH SCHOOL**	**28,000.00**	+14,000.00	0127751610 5810	KE/VAPA TRANSPORTATION/INSTR /
S64X0279	**POOL SUPPLY OF ORANGE COUNTY**	**95,000.00**	+25,000.00	0110240081 4355	MAINTENANCE/POOL/MO / MAINTENANCE SUPPLIES
S64X0290	**SIGLER INC., RUSSELL**	**40,000.00**	+15,000.00	0110235081 4355	MAINTENANCE/HVAC/MO / MAINTENANCE SUPPLIES
S64X0350	**U S BANK**	**5,000.00**	+4,000.00	0135013010 4310	DALE/HECT/INSTR / INSTRUCTIONAL MATL &
S64X0352	**EVERDRIVEN TECHNOLOGIES LLC**	**100,000.00**	+20,000.00	0113113036 5620	TRANS/REG-ED/TRANSPORTATION /
S64X0400	**GOPHER PATROL**	**6,600.00**	+3,000.00	0111220081 5610	OPERATIONS - GENERAL / REPAIRS/MAINT - O/S
S64X0418	**PACIFIC COAST PROPANE LLC**	**105,000.00**	+30,000.00	0113113036 5810	TRANS/REG-ED/TRANSPORTATION /
S64X0446	**ALL AMERICAN TROPHY ENGRAVING**	**6,000.00**	+3,700.00	0153000921 4320	SP PROG/LCFF (EIA)/SUPRV INSTR / OTHER

Fund 01 Total: **194,281.03**

Fund 76 Total: **63,821.00**

Total Amount of Change Orders: **258,102.03**

VENDOR CHECK REGISTER
January 9, 2023 through February 2, 2023

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
A U H S D FOOD SERVICE DEPT	V6400023	4390	33.67	00183426
			40.41	00183612
A Z BUS SALES INC.	V6400025	4385	179.48	00183287
AAA ELECTRIC MOTOR SALES	V6400033	4355	843.84	00183288
			42.02	00183388
		4410	674.72	00183288
ABC CLIO INTERACTIVE	V6400046	5880	2,860.00	00183289
ACORN MEDIA	V6400068	5610	416.94	00183127
ACS BILLING SERVICE	V6400072	5580	4,610.92	00183355
ADI	V6400095	4355	71.38	00183128
			4,532.23	00183512
ALL ACTION AWARDS	V6400155	4320	544.43	00183054
ALL AMERICAN TROPHY ENGRAVING	V6400159	4320	1,227.27	00183356
ANAHEIM HIGH SCHOOL	V6400260	8699	399.49	00183291
ANAHEIM UNION HIGH SCHOOL DIST	V6400267	5454	23,821.91	00183130
PIERCY, ANNA	V6400301	5210	855.45	00183478
APPLE INC	V6400319	4310	139.00	00183086
			95.90	00183292
			409.45	00183358
			2,779.95	00183430
		4410	2,434.81	00183131
			1,392.20	00183292
AT AND T	V6400374	5918	43.65	00183059
			12.55	00183341
ATKINSON ANDELSON LOYA RUUD	V6400383	5821	17,710.88	00183514
AVID CENTER	V6400410	5810	6,150.00	00183293
AWARDS BY PAUL	V6400412	4320	362.04	00183644
B AND H PHOTO VIDEO INC	V6400422	4310	160.55	00183061
			4,356.80	00183132
			39.91	00183294
			1,998.42	00183432
		4320	1,168.57	00183432
		4410	537.67	00183132
			1,110.75	00183432
B AND M LAWN AND GARDEN INC	V6400423	4347	227.40	00183063
			956.80	00183395
BALL JR HIGH SCHOOL	V6400433	8699	161.56	00183295
BARNES AND NOBLE	V6400450	4210	1,171.46	00183134
			862.03	00183615
			499.42	00183645
BPS SUPPLY GROUP	V6400476	4355	267.34	00183646
BROOKHURST JUNIOR HIGH SCHOOL	V6400602	5810	705.00	00183398
			50.00	00183434
		8699	107.54	00183296
B AND K ELECTRIC WHOLESALE	V6400623	4355	83.12	00183062
			38.95	00183516
BUREAU OF EDUCATION AND RESEARCH	V6400627	5210	279.00	00183557
C.A.S.H.	V6400650	5210	3,320.00	00183558
			2,798.00	00183616
CADA CENTRAL	V6400658	5210	2,275.00	00183297

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
			585.00	00183298
			635.00	00183617
CALIFORNIA DEPT. OF JUSTICE	V6400689	5880	1,409.00	00183201
			949.00	00183243
CASBO	V6400793	5210	4,375.00	00183300
			875.00	00183438
CASE AND SONS CONSTRUCTION INC	V6400796	5610	15,035.00	00183521
J AND B MATERIALS	V6400875	4355	1,212.36	00183565
CHRISTIAN BUILDING MATERIALS	V6400919	4355	394.37	00183441
CITY AUTO TOP	V6400953	4370	257.39	00183141
		5610	371.09	00183141
CITY OF ANAHEIM	V6400957	5520	117,137.36	00183068
			83,584.07	00183142
			11,157.66	00183403
			21,937.63	00183522
			9,744.90	00183648
		5530	24,059.53	00183068
			19,372.32	00183142
			2,788.03	00183403
			9,597.49	00183522
			1,613.37	00183595
		5580	20,655.31	00183068
			11,033.64	00183142
			2,342.80	00183403
			3,605.19	00183522
			2,584.26	00183595
			3,164.02	00183648
		5880	63.00	00183619
CITY OF BUENA PARK	V6400958	5530	5,202.54	00183206
		5580	527.76	00183206
ANIXTER	V6400966	4355	83.48	00183056
			336.66	00183195
CROWN TROPHY	V6401151	4310	289.05	00183207
			138.67	00183301
DECKER INC	V6401302	4310	1,113.28	00183649
DEMCO INC	V6401318	4310	105.59	00183088
		4410	1,428.78	00183069
BLICK ART MATERIALS LLC	V6401357	4310	403.80	00183064
			129.40	00183135
DUNN EDWARDS PAINTS	V6401448	4355	723.92	00183070
			181.53	00183147
			404.51	00183524
			389.01	00183650
EBSCO SUBSCRIPTION SERVICE	V6401474	4210	453.19	00183071
			521.68	00183246
ECONOMY RENTALS INC	V6401478	5620	476.00	00183072
			295.00	00183210
			1,492.92	00183362
			177.00	00183408
FEDEX	V6401675	5910	25.38	00183089
			18.81	00183447
FLINN SCIENTIFIC INC	V6401708	4310	1,148.38	00183151
			251.11	00183364
FOLLETT CONTENT SOLUTIONS LLC	V6401726	4210	6,280.01	00183212

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
			494.62	00183621
		4310	398.00	00183212
FREESTYLE PHOTOGRAPHIC SUPPLIES	V6401761	4310	1,238.09	00183153
GANAHL LUMBER CO	V6401804	4310	-98.44	00183365
		4355	436.40	00183214
			431.90	00183305
			1,147.06	00183365
			6,287.69	00183410
			145.09	00183450
			1,802.43	00183651
GENERAL INDUSTRIAL TOOL AND SUPPLY	V6401833	9320	5,794.19	00183250
GLASBY MAINTENANCE SUPPLY CO.	V6401863	4347	1,808.69	00183156
			92.45	00183215
			307.02	00183451
		9320	4,241.04	00183366
GOPHER SPORTS EQUIPMENT	V6401902	4310	765.79	00183525
GRAYBAR ELECTRIC COMPANY	V6401918	4355	387.74	00183216
			5.03	00183453
			239.29	00183598
GREATER ANAHEIM SELPA	V6401927	5805	317,583.11	00183307
			2,710.30	00183368
		8311	267,297.40	00183118
			267,297.40	00183625
GUITAR CENTER STORES INC	V6401958	4310	684.26	00183094
HILLYARD FLOOR CARE SUPPLY	V6402055	4347	258.95	00183456
		9320	104.22	00183096
HOWARD INDUSTRIES	V6402088	4355	343.38	00183459
J.W. PEPPER AND SON INC.	V6402214	4310	2,021.88	00183566
			686.10	00183653
JART DIRECT MAIL SERVICE	V6402271	5810	3,658.11	00183603
URQUIDEZ, JODI	V6402362	4390	299.61	00183185
JOHNSTONE SUPPLY	V6402415	4355	53.86	00183162
			595.61	00183257
KATELLA HIGH SCHOOL	V6402515	5810	15,302.00	00183464
		8699	1,818.21	00183310
KENNEDY HIGH SCHOOL	V6402571	5810	3,943.00	00183260
		8699	696.69	00183311
IMAGE APPAREL FOR BUSINESS	V6402628	4320	13,027.60	00183601
		4345	-250.30	00183254
			18.32	00183460
		4388	96.65	00183413
		5610	843.00	00183254
LETTER PERFECT SIGNS	V6402726	4355	118.53	00183373
LEXINGTON JUNIOR HIGH SCHOOL	V6402729	5810	760.00	00183655
		8699	222.27	00183314
LIBRARY STORE INC., THE	V6402737	4310	148.30	00183467
LOARA ASB	V6402803	8699	143.64	00183315
MAGNOLIA HIGH SCHOOL	V6402920	5810	4,173.00	00183469
		8699	123.54	00183316
MC FADDEN DALE HARDWARE CO	V6403056	4355	24.76	00183100
			679.96	00183262
			157.56	00183417
			713.16	00183471
			70.68	00183570

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
MICHAELS	V6403111	4310	289.93	00183264
		4320	51.18	00183264
NASCO	V6403253	4310	1,101.41	00183266
			19.44	00183527
		9320	3,296.85	00183473
NORTH ORANGE COUNTY REGIONAL	V6403384	7283	716,240.00	00183528
OAK GROVE INSTITUTE	V6403402	5860	18,456.36	00183420
			18,257.90	00183607
OFFICE DEPOT	V6403421	4310	232.42	00183380
		4320	272.54	00183105
			109.76	00183380
			919.91	00183530
OCDE	V6403452	5210	387.00	00183269
			716.00	00183529
		7141	97,475.94	00183172
			5,600.05	00183529
ORANGE COUNTY FIRE PROTECTION	V6403457	4355	378.90	00183531
		5610	348.66	00183173
ORANGEVIEW JR HIGH SCHOOL	V6403468	5810	380.00	00183573
		8699	199.00	00183320
ORVAC ELECTRONICS	V6403479	4355	104.33	00183270
			199.20	00183533
OXFORD ACADEMY	V6403485	5810	5,345.00	00183534
		8699	314.09	00183322
PARKER AND COVERT LLP	V6403544	5821	236.57	00183225
PASCO SCIENTIFIC	V6403556	4310	2,958.82	00183075
PCASC	V6403602	5210	1,598.00	00183657
PENNER PARTITIONS INC	V6403625	4355	1,669.06	00183271
			329.72	00183476
PINEDA'S NURSERY INC	V6403670	4347	119.62	00183076
			363.49	00183272
			267.71	00183479
			417.04	00183628
PITNEY BOWES	V6403677	5910	2,419.14	00183273
PLACENTIA YORBA LINDA USD	V6403683	5620	166.25	00183480
POOL SUPPLY OF ORANGE COUNTY	V6403700	4345	267.02	00183274
		4355	631.62	00183323
			8,054.63	00183481
			824.93	00183631
		5610	740.00	00183274
PRESENTATION FOLDER INC	V6403738	5810	685.60	00183227
PRO SOUND AND STAGE LIGHTING	V6403760	4310	116.36	00183275
		4410	664.80	00183275
TRUCK PRO PTO SALES CORPORATION	V6403784	4376	298.51	00183585
QUILL CORP.	V6403807	4310	319.11	00183632
REFRIGERATION SUPPLIES DIST.	V6403873	4355	2,451.68	00183346
			1,332.34	00183482
			123.14	00183537
PATINO, REUBEN	V6403910	5220	95.06	00183174
MONTENEGRO, ROBERT	V6403968	3701	2,214.60	00183119
HOSHI, RON	V6404002	5210	205.59	00183627
ROSEBURROUGH TOOL CO. INC	V6404014	4355	286.79	00183483
SAVANNA HIGH SCHOOL	V6404130	8699	389.51	00183324
SCHOLASTIC INC.	V6404152	4310	188.98	00183079

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
SCHOOL HEALTH CORPORATION	V6404160	4310	228.59	00183080
SCHOOL SPECIALTY INC	V6404173	4310	1,993.54	00183081
			272.39	00183485
SCHORR METALS INC	V6404179	4355	1,157.10	00183486
SEHI COMPUTER PRODUCTS INC	V6404221	4310	2,030.01	00183082
			25.00	00183326
			1,446.63	00183487
			1,211.11	00183538
			1,256.99	00183579
		4320	181.64	00183659
		4410	584.20	00183178
			4,331.14	00183326
			2,960.35	00183538
		5610	3,764.00	00183178
US AIR CONDITIONING DISTRIBUTORS	V6404317	4355	15.16	00183110
			76.50	00183232
SOUTHERN CALIFORNIA EDISON CO.	V6404370	5520	82,211.33	00183180
GAS COMPANY, THE	V6404372	5510	12,679.26	00183155
			109,471.70	00183411
SOUTHWEST SCHOOL AND OFFICE SUPPLY	V6404383	4310	269.55	00183541
		9320	1,599.01	00183491
			7,892.47	00183581
SPEECH AND LANGUAGE	V6404400	5860	164,812.43	00183229
			32,525.44	00183634
KELLY SPICERS INC	V6404405	4320	3,013.70	00183259
			5,084.05	00183654
CALIF. DEPT. OF TAX AND FEE ADMINISTRATION	V6404444	4381	901.24	00183594
		4382	148.90	00183593
STATE OF CALIFORNIA	V6404447	5610	450.00	00183493
SYCAMORE JR HIGH ASB	V6404569	5810	980.00	00183497
		8699	134.17	00183329
TEACHER'S DISCOVERY	V6404620	4310	604.14	00183499
CART MAN INC, THE	V6404668	5610	1,600.97	00183401
THOMPSON'S BUILDING MAT'L.	V6404721	4347	126.39	00183544
CENGAGE LEARNING	V6404723	4310	2,225.00	00183140
			750.00	00183344
TIME AND ALARM SYSTEM	V6404729	4355	4,881.72	00183230
TURF STAR INC	V6404805	4347	507.73	00183502
UNITED REFRIGERATION INC.	V6404853	4355	11.41	00183109
VISTA PAINT CORPORATION	V6404961	4355	133.23	00183638
GRAINGER	V6404982	4355	975.61	00183093
			51.91	00183251
			232.61	00183367
			1,638.76	00183564
			554.11	00183623
		4410	1,038.54	00183623
WALKER JR HIGH SCHOOL	V6404990	5810	760.00	00183506
		8699	127.24	00183333
WARD'S NATURAL SCIENCE EST	V6404999	4310	296.36	00183112
WAXIE SANITARY SUPPLY	V6405008	4347	156.28	00183508
WEST SHIELD ADOLESCENT SERVICE	V6405037	5880	5,375.96	00183639
WESTERN HIGH SCHOOL ASB	V6405044	5810	7,465.00	00183334
		8699	1,086.29	00183334
FIVE STAR RUBBER STAMP INC	V6405116	4320	32.90	00183449

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
			205.72	00183620
RODRIGUEZ, YVONNE	V6405150	5220	125.00	00183106
			93.75	00183176
			63.00	00183578
ALT REV CASH FUND	V6405195	4310	5,331.77	00183055
		4320	1,133.84	00183055
		4347	446.82	00183055
		4390	664.34	00183055
		5880	8.00	00183055
		5910	60.00	00183055
SOUTH JHS ASB	V6405227	8699	444.16	00183327
HOME DEPOT CREDIT SERVICES	V6405234	4320	15.05	00183159
			258.64	00183458
		4355	298.73	00183097
			23.47	00183159
			252.64	00183218
			1,757.16	00183253
			1,577.63	00183458
			781.19	00183626
OCAD ASSOCIATION	V6405541	5880	2,464.00	00183171
MONTGOMERY HARDWARE CO.	V6405624	4355	688.70	00183221
			3,495.41	00183265
			552.09	00183376
			8,666.71	00183472
		4410	2,008.88	00183221
			3,799.72	00183265
			2,141.87	00183376
FLEET SERVICES INC	V6405625	4376	232.91	00183150
CYPRESS HIGH SCHOOL	V6405640	5810	8,479.00	00183145
MEDCO SPORTS MEDICINE	V6405872	4320	1,009.22	00183318
SCSBOA	V6406007	5210	200.00	00183278
			400.00	00183325
AT AND T	V6406157	5918	24.96	00183058
			13,179.46	00183394
BUDDY'S ALL STARS INC	V6406311	4310	1,843.06	00183066
			2,781.87	00183200
			543.06	00183343
			1,091.71	00183399
			206.88	00183436
JACKSONS A S BREA F M P	V6406346	4347	161.53	00183602
BEN'S ASPHALT INC.	V6406381	5610	9,752.73	00183196
			12,582.90	00183518
PROVO CANYON SCHOOL	V6406450	5860	15,408.00	00183422
U S BANK	V6406511	4310	8,433.14	00183384
		4320	4,072.82	00183384
		4390	1,382.17	00183384
		4410	1,304.06	00183384
		5310	2,381.08	00183384
		5805	15,329.92	00183384
		5880	389.66	00183384
ULINE	V6406546	4310	1,037.27	00183664
		4320	775.64	00183231
		5610	194.21	00183184
			443.75	00183503

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
ZISKO, AMBER	V6406552	5220	63.50	00183587
HAAF, ERIK	V6406556	4310	373.55	00183095
GORDON, RICHARD	V6406631	4390	207.62	00183157
O'NEAL, BRIAN	V6406725	5210	1,230.81	00183267
CALIFORNIA RETROFIT INC	V6406910	4355	1,926.30	00183299
TRANE COMPANY, THE	V6407007	4355	615.76	00183108
DUCA, JASON	V6407065	5220	89.50	00183407
HALDEMAN INC.	V6407148	4355	540.23	00183252
		4410	2,030.80	00183252
NEW HAVEN YOUTH AND FAMILY SRVS	V6407247	5860	13,253.92	00183606
PIPS	V6407384	3602	694,494.00	00183630
FROG ENVIRONMENTAL INC.	V6407428	5610	2,150.00	00183090
			650.00	00183597
CVT RECYCLING	V6407455	5580	360.85	00183359
BAVCO	V6407678	4355	312.12	00183396
			771.75	00183433
BROWN, GARY	V6407729	4390	518.71	00183519
BACH COMPANY, THE	V6407748	4310	1,455.45	00183133
SALDIVAR, ROBERT	V6407767	5210	1,926.76	00183348
BUSWEST	V6407892	4376	180.05	00183138
		4385	57.65	00183138
THOMSON REUTERS WEST	V6407958	5880	161.00	00183183
RICE UNIVERSITY	V6408106	5210	875.00	00183277
DAKTRONICS	V6408432	6490	8,188.91	00183406
PAVASARS, JOHN	V6408437	5220	176.56	00183575
EVOQUA WATER TECHNOLOGIES LLC.	V6408457	5610	645.88	00183073
			564.82	00183148
HERK EDWARDS INC.	V6408482	4410	3,725.00	00183217
ORNELAS SMITH, JULIE	V6408683	5210	504.58	00183321
STEINBRICK, GAIL	V6408751	5220	128.75	00183494
PERSAUD, SONITA	V6408884	5220	78.08	00183576
CLAIM RETENTION SERVICES INC.	V6408940	5810	2,250.00	00183442
HATCHER, PATTY	V6408994	5220	50.00	00183454
BEAN, AMANDA	V6409023	5210	323.32	00183517
WALTERS WHOLESALE ELECTRIC CO	V6409053	4355	251.67	00183507
MRS. NELSON'S BOOK COMPANY LLC	V6409076	4210	589.39	00183222
			31,605.97	00183604
ENCORP	V6409154	5610	13,905.00	00183117
			6,311.00	00183211
SWEETWATER	V6409201	4410	727.32	00183496
TANAKA, DALE	V6409251	5220	125.00	00183498
BEACON DAY SCHOOL	V6409269	5860	77,740.35	00183397
LANGUAGE NETWORK INC	V6409301	5810	5,117.78	00183219
			2,033.88	00183466
CUE INC.	V6409411	5210	389.00	00183405
ROSETTA STONE LTD.	V6409723	5880	28,710.00	00183078
WESTGROUP DESIGNS	V6409776	5880	1,128.80	00183545
FERGUSON ENTERPRISES INC	V6409823	4355	746.14	00183149
			519.37	00183247
			73.89	00183304
			924.06	00183409
			177.63	00183448
			368.61	00183563
CSM CONSULTING INC.	V6409922	5810	6,900.00	00183404

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
J AND A FENCE	V6409989	5610	6,870.00	00183160
STAPLES ADVANTAGE	V6410116	4310	115.47	00183181
			281.65	00183328
			891.40	00183492
			1,341.80	00183582
			122.25	00183636
			1,416.04	00183662
		4320	53.17	00183542
			757.19	00183582
			150.02	00183662
		9320	1,499.79	00183181
REPUBLIC SERVICES OF SO. CALIFORNIA	V6410174	5580	13,786.38	00183347
GILMAN, GARY R.	V6410259	5810	1,152.00	00183092
SPORTS FACILITIES GROUP INC	V6410318	6490	14,750.61	00183635
AMERICAN TIME	V6410391	4355	633.31	00183391
SIGLER INC., RUSSELL	V6410420	4355	998.36	00183488
T MOBILE	V6410424	5918	1,117.20	00183279
			13,701.56	00183280
JM AND J CONTRACTORS	V6410460	5610	14,950.00	00183371
HAULAWAY STORAGE CONTAINERS INC.	V6410468	5620	145.60	00183455
MD INSTALLATIONS INT'L INC.	V6410469	4355	1,400.93	00183101
			3,738.10	00183220
		5610	943.00	00183263
OLIVE CREST ACADEMY	V6410765	5860	46,015.52	00183608
LINK, TOM E.	V6410795	5220	43.25	00183468
COMPREHENSIVE DRUG TESTING INC.	V6410899	5810	810.00	00183345
SHERWIN WILLIAMS CO., THE	V6410919	4355	142.19	00183660
MISSION LINEN SUPPLY	V6411115	4388	281.55	00183168
			299.32	00183375
			149.66	00183656
ORANGE COUNTY PUBLIC SAFETY	V6411157	5810	127.50	00183382
RANDLE-TREJO, ANNEMARIE	V6411236	5210	152.30	00183500
			152.30	00183658
AUDIO RESOURCE GROUP INC	V6411241	4310	474.00	00183515
CENTRAL RESTAURANT PRODUCTS	V6411274	4410	4,566.45	00183439
DEL SOL SCHOOL	V6411308	5860	2,808.00	00183209
MAINTEX INC.	V6411331	9320	5,710.66	00183317
DANNIS WOLIVER KELLEY	V6411357	5821	13,740.00	00183146
			14,118.50	00183445
KYA SERVICES	V6411393	5610	6,406.46	00183312
			12,585.15	00183372
			7,311.11	00183415
			35,634.11	00183465
MUSIC AND ARTS CENTER	V6411397	4310	636.65	00183418
			821.98	00183572
			568.06	00183605
		4410	753.17	00183418
O'REILLY AUTO PARTS	V6411401	4370	486.27	00183074
			75.41	00183170
			1,545.91	00183268
			454.41	00183379
			117.14	00183419
		4376	118.10	00183074
			73.41	00183419

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
		4385	-230.32	00183074
			19.33	00183170
			690.92	00183379
			165.54	00183419
		4387	578.77	00183074
			193.91	00183268
			193.93	00183379
			202.79	00183419
		5610	1,055.91	00183074
DB SERVICE CENTER LLC	V6411405	4347	211.59	00183446
OPTIMUM ENERGY DESIGN LLC	V6411411	5810	21,105.00	00183120
			1,230.00	00183319
		6212	11,400.00	00183224
DIVISION OF THE STATE ARCHITECT	V6411414	5880	2,347.50	00183116
ROSSIER PARK SCHOOL	V6411451	5860	7,376.09	00183423
SWITZER, MICHAEL	V6411497	5220	85.81	00183584
OLMEDO, ADRIAN	V6411498	5210	826.08	00183381
FOLLETT SCHOOL SOLUTIONS LLC	V6411526	4210	336.03	00183213
		5880	142.80	00183213
			199.99	00183248
		8632	-105.47	00183248
CULVER NEWLIN	V6411589	4320	485.65	00183208
			294.80	00183244
			1,848.47	00183523
		4410	508.93	00183208
			4,891.85	00183244
			705.98	00183561
ENVIRONMENTAL REMEDIATION CONTRACTORS	V6411629	5610	2,500.00	00183596
AMERICAN MARKETING PROMOTIONS	V6411639	4310	606.26	00183390
ACCO BRANDS USA LLC DBA GBC	V6411645	4410	2,424.98	00183126
			1,895.93	00183192
JHM SUPPLY INC.	V6411647	4355	190.89	00183099
			230.36	00183256
			3,121.63	00183463
			899.93	00183567
TIME WARNER CABLE	V6411698	5930	3,175.56	00183350
SOCALGRAD	V6411708	4310	247.83	00183179
		4320	677.48	00183179
			2,835.99	00183490
CAPISTRANO GOLF CARS INC	V6411745	5880	1,609.74	00183139
PORTVIEW PREPARATORY INC.	V6411850	5860	13,230.58	00183226
GRAY STEP SOFTWARE INC	V6411851	5210	435.00	00183306
			1,395.00	00183452
		5220	465.00	00183452
MARCUS MANAGEMENT SOLUTIONS	V6411856	5100	25,240.00	00183470
CUMMING CONSTRUCTION MANAGEMENT INC	V6411922	5810	6,765.00	00183245
MARK ENTERPRISES INC	V6411936	5880	28,630.00	00183374
VALLEY VISTA SERVICES INC	V6411966	5580	7,703.45	00183083
HUTTNER, HEATHER	V6412032	5220	51.50	00183600
WINZER	V6412060	4375	85.94	00183188
			235.69	00183509
AZEVEDO, VICKY	V6412068	5220	360.80	00183060
VAN WYE, SILVIA	V6412078	5220	52.82	00183504
JONES LIGHTING LLC	V6412154	8699	750.00	00183163

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
YANEZ, ESTER	V6412195	5220	74.08	00183640
RABBIT LASER USA LLC	V6412226	6490	10,500.00	00183577
RUHNAU CLARKE ARCHITECTS	V6412249	5810	16,708.13	00183121
CHILDERS, KAITI	V6412258	5220	31.44	00183205
FLORES, STEPHANIE	V6412292	8699	88.97	00183152
PINNACLE PETROLEUM INC.	V6412426	4381	32,436.91	00183421
			33,269.06	00183629
INTELESYSONE INC.	V6412444	5610	82,028.00	00183370
		5810	1,352.00	00183652
GANS INK AND SUPPLY CO. INC.	V6412496	4320	275.28	00183249
SIGN MART PLASTICS PLUS	V6412529	5810	902.22	00183633
BSN SPORTS LLC	V6412536	4310	801.00	00183065
			1,422.30	00183199
			577.76	00183435
ADVANTAGE WEST INVESTMENT ENTERPRISES	V6412537	4347	400.00	00183427
		4355	1,173.02	00183613
		4410	2,675.07	00183340
		5610	107.75	00183613
GREAT SCOTT TREE SERVICE INC	V6412538	5610	4,320.00	00183624
HEALTHY ADVENTURES FOUNDATION	V6412541	5810	2,095.34	00183412
NAVARRO, MONICA	V6412545	5220	57.19	00183104
CARE YOUTH CORPORATION	V6412565	5860	13,547.00	00183204
CALIFORNIA PLUMBING PARTS	V6412567	4355	1,684.26	00183202
			2,682.09	00183400
			1,193.83	00183437
			312.30	00183520
THEATREFOLK LTD.	V6412578	4310	300.00	00183182
CAL BUILDING SYSTEMS INC	V6412620	5610	1,950.00	00183559
BREAKOUT EDU	V6412649	5880	198.00	00183591
LABELL EXCHANGE	V6412680	5918	702.69	00183416
NEWEGG BUSINESS INC	V6412716	4320	66.92	00183378
CIF STATE OFFICE	V6412731	5310	2,270.40	00183402
			1,477.52	00183618
PATTERSON, COLLEEN R.	V6412733	5810	2,062.50	00183175
LEE, GRACE	V6412783	4310	50.04	00183313
		4390	1,562.98	00183313
		5880	83.87	00183313
INTERNATIONAL E Z UP INC	V6412784	4310	387.90	00183309
STORM WATER INSPECTION	V6412799	5610	13,180.00	00183543
			8,289.00	00183583
JOURNEYED.COM INC.	V6412811	5620	2,195.95	00183258
AGRI TURF DISTRIBUTING LLC	V6412836	4347	601.25	00183193
			563.52	00183389
ARROW SERVICES INC	V6412839	5580	738.10	00183057
			1,415.20	00183393
			671.55	00183431
ARCHIVESOCIAL	V6412852	5880	7,188.00	00183392
UTIL LOCATE	V6412856	5610	4,483.38	00183111
MIKE ELAM CONSTRUCTION	V6412866	5610	8,144.10	00183103
COSCO FIRE PROTECTION INC	V6412879	5610	660.00	00183144
			3,360.00	00183560
AMAZON WEB SERVICES INC.	V6412894	5880	381.16	00183085
MORSCO SUPPLY LLC	V6412910	4355	1,104.07	00183377
AIRSUPPLY TOOLS INC.	V6412933	4375	2,041.34	00183129

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
			281.95	00183429
			106.81	00183556
BRYANT, RENAE	V6412971	5210	433.31	00183242
WESTERN SPECIALTY CONTRACTORS	V6412981	5610	3,050.00	00183665
AC POWER 1 INC	V6413051	5610	4,289.50	00183290
JSTOR	V6413111	5880	2,550.00	00183414
PERFORMANCE HEALTH SUPPLY INC.	V6413146	4320	134.83	00183535
JFK TRANSPORTATION CO INC	V6413170	5620	5,612.56	00183462
MURALS FOR SCHOOLS	V6413189	5610	2,785.00	00183571
BRIDGEPORT GOLF CARS	V6413224	5610	3,512.15	00183137
HOANG, VY HUYEN	V6413272	5220	175.50	00183457
CALIFORNIA YELLOW CAB	V6413351	5870	3,229.50	00183203
VERTICAL TRANSPORT INC	V6413440	5610	3,095.00	00183186
			230.00	00183505
JUSTICE TESTING	V6413455	5610	450.00	00183164
INDEPENDENT	V6413456	5880	760.00	00183308
		6252	960.00	00183308
EIDE BAILLY LLP	V6413546	5820	10,100.00	00183363
THORNE, TAYLOR	V6413559	5210	685.00	00183330
ADAMS, CLARE	V6413562	5220	142.93	00183554
ALBARIAN, DANIEL	V6413593	5220	67.81	00183614
EPOWER NETWORK	V6413717	5610	2,268.00	00183302
HALL, CANDICE	V6413728	5220	26.87	00183599
PROFESSIONAL GLASS	V6413762	4355	433.16	00183276
AIRGAS USA LLC	V6413792	4375	113.77	00183428
GAMA CONTRACTING SERVICES	V6413834	5610	7,500.00	00183091
			4,925.00	00183622
KNEPP, AMANDA	V6413870	5220	47.81	00183165
EAST WHITTIER GLASS AND MIRROR CO INC	V6413882	5610	177,509.40	00183361
CLEAN ENERGY	V6413884	4392	453.31	00183143
INSPIRED RESOLUTIONS LICENSED CLINICAL SC	V6413887	5805	1,333.12	00183461
JANKOWSKI, DAVID	V6413960	5880	164.00	00183161
SPOTIFY USA INC.	V6413990	5880	684.00	00183661
RAISE3D TECHNOLOGIES INC.	V6413993	4410	3,231.43	00183077
HEADS UP CHECKUP INC.	V6414033	5880	4,735.26	00183369
W STRATEGIES LLC	V6414038	5810	5,000.00	00183187
SITEONE LANDSCAPE SUPPLY LLC	V6414074	4347	1,826.36	00183228
TEAM FITZ GRAPHICS	V6414099	4410	1,557.00	00183349
SHERMAN, MICAH	V6414207	5220	69.06	00183580
FUTURE SHREDDING INC	V6414221	5610	168.00	00183154
COMMUNITY PARTNERS	V6414231	5310	30,000.00	00183443
CERTIFIX LIVE SCAN	V6414255	5880	375.00	00183440
TABARES, ISABEL	V6414260	8699	10.36	00183107
TREE PROS INC	V6414271	5610	5,760.00	00183351
MUSIC THEATER INTERNATIONAL	V6414315	4410	4,202.91	00183526
		5620	431.00	00183526
WIPEBOOK CORP.	V6414323	4310	2,365.90	00183586
DELTAMATH SOLUTIONS INC	V6414374	4310	190.00	00183562
BULK BOOKSTORE	V6414414	4310	740.91	00183067
SUPERIOR TEXT LLC	V6414416	4210	1,248.93	00183495
JASON, LEAH	V6414435	5220	38.50	00183255
TRILLIUM USA COMPANY LLC	V6414462	4392	2,389.66	00183331
			2,719.22	00183501
		5810	1,908.01	00183637

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
			1,714.70	00183663
DENMAC INDUSTRIES INC	V6414484	4310	960.76	00183360
AGUIRRE, ROXANNE	V6414489	5220	24.06	00183555
MAULDIN, LUZ	V6414490	5220	5.31	00183166
SOUTHLAND MICROSCOPE SERVICES INC	V6414492	5610	1,450.00	00183540
DALTON III, WILLIAM JAMES	V6414493	4310	1,066.72	00183444
STUDIOWC	V6414504	5880	21,948.00	00183383
SEMA LLC	V6414512	4410	1,434.91	00183539
360DTii LLC	V6414513	4310	6,351.05	00183425
			6,703.88	00183611
			705.67	00183643
		4410	1,347.26	00183611
IML SECURITY SUPPLY	V6414527	4355	787.54	00183098
EVERDRIVEN TECHNOLOGIES LLC	V6414531	5620	7,717.86	00183303
NGUYEN, TUAN	V6414590	5220	16.50	00183474
MONARCH ENVIRONMENTAL	V6414599	5810	14,644.00	00183169
BISHOP INC	V6414600	5610	7,533.65	00183198
ART CONCEPTS WALL DECOR SUPERSTORE	V6414601	4310	1,954.17	00183087
PACIFIC COAST PROPANE LLC	V6414612	5810	28,326.17	00183475
ORCHARD INC	V6414613	5610	1,450.00	00183532
RWC INTERNATIONAL LTD	V6414635	4370	126.99	00183177
		4385	776.04	00183177
		4387	143.31	00183484
PHUNG, JANE	V6414672	5220	95.37	00183477
OES OFFICE FURNITURE	V6414677	4410	12,919.24	00183223
LARA, VANESSA	V6414680	5220	101.50	00183261
HEATHERBROOK COACHING	V6414686	5310	725.00	00183158
JONES, JAYNA	V6414695	5220	99.38	00183568
BIO COMPANY INC	V6414697	4310	418.88	00183342
AVILA, MONSERRAD	V6414711	5220	51.94	00183241
ALL AMERICAN FLAGS AND BANNERS LLC	V6414715	4310	2,320.00	00183240
BREEZIN' THRU INC	V6414729	5880	570.00	00183136
CABRERA, CANDACE	V6414734	5210	386.96	00183592
		5220	93.31	00183647
SINGLETON, ANA	V6414736	5210	319.60	00183489
ZIPGRADE LLC	V6414744	5880	69.90	00183233
WAYMAKERS	V6414748	8699	22,753.00	00183609
AMERICAN SANITARY SUPPLY INC	V6414750	9320	2,922.45	00183194
			444.47	00183513
MENDOZA, JUAN	V6414752	5210	20.00	00183102
MIDDLETON, EMILY	V6414754	5220	333.55	00183167
PARK, JULIA	V6414759	5220	18.23	00183574
VIVACITY TECH PBC	V6414761	4310	3,113.98	00183332
BICKY DANG	V6414764	5210	116.88	00183197
ANDERSON, STACY	V6414767	5880	13,804.00	00183357
PRIETO, ADRIAN	V6414773	5220	121.00	00183536
LA CURAN, ANJEANETTE	V6414774	5220	25.81	00183569
ADUSTMENT			90.00	
GENRAL FUND (0101)			**5,010,660.53**	
TWINING CONSULTING	V6412575	6251	2,200.00	00183335
DEFERRED MAINTENANCE (1414)			**2,200.00**	

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
WENGER CORP	V6405024	6274	75,431.14	00183641
DMC ENGINEERING	V6406485	6209	60.34	00183235
KNOWLAND CONSTRUCTION SERVICES LLC	V6409073	6291	30,668.20	00183547
WESTGROUP DESIGNS	V6409776	6212	10,716.30	00183550
NB CONSULTING ENGINEERS INC	V6409786	6209	11,799.00	00183336
WOLVERINE FENCE COMPANY INC	V6410121	6126	11,000.00	00183337
DIVISION OF THE STATE ARCHITECT	V6411414	6210	35,869.75	00183234
CULVER NEWLIN	V6411589	4310	34,511.19	00183588
			85,480.70	00183610
		4410	26,051.10	00183588
			55,235.40	00183610
		5610	24,375.00	00183546
CUMMING CONSTRUCTION MANAGEMENT INC	V6411922	6273	104,265.00	00183281
RUHNAU CLARKE ARCHITECTS	V6412249	6212	83,885.00	00183123
TWINING CONSULTING	V6412575	6251	11,609.00	00183385
		6290	698.19	00183549
JOHNSON FAVARO	V6412904	6212	40,048.07	00183122
KITCHELL	V6412966	6213	4,095.00	00183236
ERICKSON HALL CONSTRUCTION CO	V6413032	6270	1,739,197.01	00183283
INDEPENDENT	V6413456	6252	555.00	00183510
SUN PAC STORAGE CONTAINERS INC	V6414092	6274	75.00	00183238
DLR GROUP INC	V6414501	6212	80,237.50	00183282
SGH ARCHITECTS	V6414521	6212	1,077.00	00183237
PJHM ARCHITECTS INC	V6414522	6212	71,727.09	00183284
			138,735.38	00183548
GOB ELECTION 2014 SERIES 2019 FUND (2127)			**2,677,402.36**	
INDEPENDENT	V6413456	5880	330.00	00183338
LITTLE DIVERSIFIED ARCHITECTURAL CONSULT	V6414502	6212	1,586.55	00183511
PBK-WLC	V6414503	6212	8,063.00	00183239
CAPITAL FACILITIES FUND (2525)			**9,979.55**	
U S BANK	V6406511	7619	559,219.42	00183113
KNOWLAND CONSTRUCTION SERVICES LLC	V6409073	6291	7,173.24	00183551
CUMMING CONSTRUCTION MANAGEMENT INC	V6411922	6273	2,972.50	00183285
VITAL INSPECTION SERVICES INC	V6412251	6291	14,760.00	00183124
TWINING CONSULTING	V6412575	6251	4,760.00	00183339
			15,277.50	00183552
DLR GROUP INC	V6414501	6212	1,475.00	00183286
CAPITAL FACILITIES RDA FUND (2545)			**605,637.66**	
AUHSD	V6400400	5890	7,839.85	00183189
GATEWAY URGENT CARE CENTER	V6407482	5890	2,506.00	00183386
KEENAN ASSOCIATES	V6409242	5890	5,000.00	00183190
WORKERS COMPENSATION FUND (4041)			**15,345.85**	
AUHSD	V6400400	5891	526,313.92	00183191
			525,563.68	00183352
			1,393,723.71	00183667

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
VISION SERVICE PLAN	V6404956	5464	57,388.79	00183590
CALIFORNIA SCHOOLS DENTAL COALITION	V6405368	5892	224,321.00	00183353
AMERICAN FIDELITY ASSURANCE COMPANY	V6408036	5450	10,428.19	00183666
EXPRESS SCRIPTS INC.	V6410974	5895	255,310.56	00183084
			277,222.59	00183354
			239,105.62	00183387
			266,563.68	00183589
DELTA DENTAL INSURANCE COMPANY	V6411391	5465	16,449.41	00183115
BENEFIT AND RISK MANAGEMENT SERVICES	V6412889	5812	975.00	00183114
RETIREE FIRST LLC.	V6413748	5466	181,407.36	00183424
LINCOLN LIFE ASSURANCE COMPANY OF BOST(	V6413790	5462	16,542.70	00183668
TRUSTMARK HEALTH BENEFITS INC.	V6413999	5812	493,545.94	00183553
HEALTH AND WELFARE INSURANCE FUND (6769)			**4,484,862.15**	
GREATER ANAHEIM SELPA	V6401927	7500	421,159.00	00183125
			2,113,493.00	00183642
WARRANT PASS THRU FUND (7676)			**2,534,652.00**	
GRAND TOTAL ALL FUNDS			**15,340,740.10**	

ANAHEIM UNION HIGH SCHOOL DISTRICT
ASB SUMMARY OF CASH BALANCES
Sep-22

School Name	Prior Month Total	Current Month			
		Checking	Petty Cash / Change Fund	Savings	Total
Anaheim	379,968.00	303,455.36	1,000.00	66,447.12	370,902.48
Western	372,303.71	253,715.35	1,275.00	128,806.44	383,796.79
Magnolia	162,895.37	176,013.95	700.00	-	176,713.95
Savanna	77,514.33	104,222.56	500.00	221.39	104,943.95
Loara	200,047.47	182,929.03	800.00	37,632.59	221,361.62
Katella	282,975.05	307,991.69	2,100.00		310,091.69
Kennedy	454,774.77	448,508.16	1,300.00		449,808.16
Cypress	733,498.48	865,425.15	1,700.00		867,125.15
Brookhurst	34,555.89	24,031.92			24,031.92
Orangeview	38,731.09	51,941.63			51,941.63
Walker	94,692.34	98,728.49			98,728.49
Dale	60,232.76	104,365.92	400.00		104,765.92
Sycamore	17,861.49	13,507.97			13,507.97
Ball	10,120.51	12,107.87			12,107.87
South	81,975.90	69,229.35			69,229.35
Oxford	577,090.51	635,800.60	350.00		636,150.60
Lexington	53,544.37	69,859.55			69,859.55
Hope	71,139.86	71,263.73			71,263.73
Gilbert	40,756.95	40,751.95			40,751.95
Cambridge	4,298.59	4,443.44			4,443.44
Total	3,748,977.44	3,838,293.67	10,125.00	233,107.54	4,081,526.21

Anaheim Union High School District

Cafeteria Fund

Financial Statements

November 2022

Balance Sheet

Anaheim Union High School District

11/30/2022

Account Number	Description	
Asset	**Assets**	
CASH		
9120	Cash-Checking	$6,093,105.52
9122	Change Fund	$5,200.00
Total CASH		$6,098,305.52
RECEIVABLE		
9210	A/R - Current	$6,717.61
9280	A/R - State	$2,987,264.36
9290	A/R - Federal	$3,966,558.00
Total RECEIVABLE		$6,960,539.97
INVENTORIES		
9321	Food	$441,818.54
9323	Supplies	$210,791.89
Total INVENTORIES		$652,610.43
Total Asset		**$13,711,455.92**
Liability	**Liabilities and Fund Balance**	
LIABILITIES		
9510	A/P - Current	$2,620,135.13
9580	Sales Tax Liability	$3,116.54
9599	Purchases Clearing	$0.00
9650	Deferred Revenue	$165,490.98
Total LIABILITIES		$2,788,742.65
Total Liability		**$2,788,742.65**
Fund Balance	**Liabilities and Fund Balance**	
FUND BALANCE		
9780	Fund Balance: Central Kitchen	$2,799,332.90
9798	Fund Balance	$6,014,252.76
Total FUND BALANCE		$8,813,585.66
Total Fund Balance		**$8,813,585.66**
Current Year Profit (Loss)		**$2,109,127.56**
Total Liabilities and Fund Balance		**$13,711,455.87**

Show all data

Statement of Revenue and Expense

Anaheim Union High School District

	Period 5 Ending in 11/30/2022				Period 5 Ending in 11/30/2021			
	Monthly	%	YTD	%	Monthly	%	YTD	%
Revenue								
Local Revenue								
8635	$47,040.68	1.82 %	$251,648.74	2.13 %	$57,684.55	2.92 %	$274,919.09	2.85 %
A La Carte Sales								
8636	$22.75	0.00 %	$129.96	0.00 %	$13.90	0.00 %	$158.54	0.00 %
Adult Rev. - Breakfast								
8637	$703.90	0.03 %	$3,193.10	0.03 %	$399.76	0.02 %	$1,993.58	0.02 %
Adult Rev. - Lunch								
Local Revenue	**$47,767.33**	**1.85 %**	**$254,971.80**	**2.16 %**	**$58,098.21**	**2.94 %**	**$277,071.21**	**2.87 %**
Federal Reimbursements								
8200	$288,819.18	11.16 %	$1,286,476.72	10.90 %	$304,554.60	15.41 %	$1,573,010.52	16.30 %
Federal Meal Revenue-Breakfast								
8220	$1,336,874.48	51.65 %	$6,120,494.71	51.88 %	$1,484,434.21	75.13 %	$7,180,740.73	74.39 %
Federal Meal Revenue-Lunch								
8290	$79,684.56	3.08 %	$344,715.48	2.92 %	$12,075.00	0.61 %	$56,955.00	0.59 %
Misc Federal Revenue-Snack								
Federal Reimbursements	**$1,705,378.22**	**65.89 %**	**$7,751,686.91**	**65.70 %**	**$1,801,063.81**	**91.16 %**	**$8,810,706.25**	**91.28 %**
State Reimbursements								
8500	$187,777.69	7.25 %	$830,684.99	7.04 %	$30,758.46	1.56 %	$158,866.04	1.65 %
State Meal Revenue-Breakfast								
8520	$643,620.89	24.87 %	$2,928,013.17	24.82 %	$85,507.53	4.33 %	$413,630.59	4.29 %
State Meal Revenue-Lunch								
State Reimbursements	**$831,398.58**	**32.12 %**	**$3,758,698.16**	**31.86 %**	**$116,265.99**	**5.88 %**	**$572,496.63**	**5.93 %**
Other Revenue								
8638	($133.06)	-0.01 %	($398.34)	0.00 %	($103.17)	-0.01 %	($438.79)	0.00 %
Cash Over & Short								
8699	$3,861.19	0.15 %	$32,770.01	0.28 %	$390.01	0.02 %	($6,929.30)	-0.07 %
Spec Activity/Cater								
Other Revenue	**$3,728.13**	**0.14 %**	**$32,371.67**	**0.27 %**	**$286.84**	**0.01 %**	**($7,368.09)**	**-0.08 %**
Total Revenue	**$2,588,272.26**	**100.00 %**	**$11,797,728.54**	**100.00 %**	**$1,975,714.85**	**100.00 %**	**$9,652,906.00**	**100.00 %**
Expense								
Food Purchases & Govnmt								
4700	$721,776.70	27.89 %	$3,425,789.53	29.04 %	$530,587.23	26.86 %	$2,511,565.06	26.02 %
Food Purchases								
Food Purchases & Govnmt	**$721,776.70**	**27.89 %**	**$3,425,789.53**	**29.04 %**	**$530,587.23**	**26.86 %**	**$2,511,565.06**	**26.02 %**
Supplies								
4300	$36,135.38	1.40 %	$168,923.14	1.43 %	$27,700.26	1.40 %	$106,739.42	1.11 %
Materials & Supplies								
4400	$17,232.87	0.67 %	$89,349.76	0.76 %	$0.00	0.00 %	$27,268.87	0.28 %
Noncapitalized Equipment-Over $500								
4790	$103,214.70	3.99 %	$377,603.38	3.20 %	($7,079.38)	-0.36 %	$261,615.91	2.71 %
Supplies (Food)								
Supplies	**$156,582.95**	**6.05 %**	**$635,876.28**	**5.39 %**	**$20,620.88**	**1.04 %**	**$395,624.20**	**4.10 %**
Salaries								
2200	$1,016,682.95	39.28 %	$3,094,433.85	26.23 %	$738,759.31	37.39 %	$2,832,742.93	29.35 %
Classified Salaries								
2300	$36,849.25	1.42 %	$184,911.19	1.57 %	$40,676.60	2.06 %	$186,402.27	1.93 %
Class.Sup/Admin Salaries								
2400	$40,491.58	1.56 %	$187,711.92	1.59 %	$44,368.01	2.25 %	$197,751.14	2.05 %
Clerical/Office Salaries								
Salaries	**$1,094,023.78**	**42.27 %**	**$3,467,056.96**	**29.39 %**	**$823,803.92**	**41.70 %**	**$3,216,896.34**	**33.33 %**

Statement of Revenue and Expense

Anaheim Union High School District

	Period 5 Ending in 11/30/2022				Period 5 Ending in 11/30/2021			
	Monthly	%	YTD	%	Monthly	%	YTD	%
Benefits								
3202	$209,046.25	8.08 %	$688,968.57	5.84 %	$145,370.30	7.36 %	$578,084.24	5.99 %
PERS, Classified Position								
3302	$82,626.79	3.19 %	$261,377.69	2.22 %	$61,814.05	3.13 %	$242,032.26	2.51 %
OASD/MED/Classified Position								
3402	$185,870.63	7.18 %	$923,843.80	7.83 %	$191,037.48	9.67 %	$948,210.73	9.82 %
Hlth/Welfare, Classified								
3502	$5,463.49	0.21 %	$17,324.10	0.15 %	$4,079.68	0.21 %	$16,954.83	0.18 %
SUI, Classified Position								
3602	$27,861.98	1.08 %	$88,501.48	0.75 %	$20,854.82	1.06 %	$81,796.68	0.85 %
Workers Comp, Classified								
Benefits	**$510,869.14**	**19.74 %**	**$1,980,015.64**	**16.78 %**	**$423,156.33**	**21.42 %**	**$1,867,078.74**	**19.34 %**
Other Expenses								
5200	$1,306.40	0.05 %	$7,743.64	0.07 %	$880.61	0.04 %	$3,682.12	0.04 %
Travel & Conference								
5500	$65,088.12	2.51 %	$92,873.12	0.79 %	$9,873.75	0.50 %	$29,621.25	0.31 %
Operation & Housekeeping								
5600	$5,575.56	0.22 %	$40,308.91	0.34 %	$25,426.70	1.29 %	$44,237.84	0.46 %
Rental/Lease/Repair								
5800	$3,525.14	0.14 %	$28,888.07	0.24 %	$13,225.17	0.67 %	$47,383.21	0.49 %
Prof. Consult Service/Other Operating Exp								
5900	$0.00	0.00 %	$0.00	0.00 %	$0.00	0.00 %	$107.43	0.00 %
Fax, Pager, Postage								
7350	$0.00	0.00 %	$10,048.83	0.09 %	$0.00	0.00 %	$0.00	0.00 %
Dir/Ind Supp. Intf								
Other Expenses	**$75,495.22**	**2.92 %**	**$179,862.57**	**1.52 %**	**$49,406.23**	**2.50 %**	**$125,031.85**	**1.30 %**
Total Expense	**$2,558,747.79**	**98.86 %**	**$9,688,600.98**	**82.12 %**	**$1,847,574.59**	**93.51 %**	**$8,116,196.19**	**84.08 %**
Net Profit (Loss)	**$29,524.47**	**1.14 %**	**$2,109,127.56**	**17.88 %**	**$128,140.26**	**6.49 %**	**$1,536,709.81**	**15.92 %**

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ANAHEIM UNION HIGH SCHOOL DISTRICT
Business Division
2022/23 MONTHLY ENROLLMENT REPORT

GROWTH vs. DECLINE - MONTH to MONTH COMPARISON
Month 5

HIGH SCHOOL	Month 4	Month 5	Growth v. (Decline)
Anaheim	2,738	2,735	(3)
Cypress	2,797	2,784	(13)
Katella	2,561	2,532	(29)
Kennedy	2,075	2,056	(19)
Loara	1,618	1,595	(23)
Magnolia	1,516	1,528	12
Oxford	815	810	(5)
Savanna	1,673	1,655	(18)
Western	1,659	1,646	(13)
Total Senior High	**17,452**	**17,341**	**(111)**

JUNIOR HIGH SCHOOL	Month 4	Month 5	Growth v. (Decline)
Ball	804	805	1
Brookhurst	784	782	(2)
Dale	988	993	5
Lexington	1,280	1,280	-
Orangeview	683	688	5
Oxford	467	466	(1)
South	1,291	1,281	(10)
Sycamore	1,269	1,263	(6)
Walker	849	854	5
Total Junior High	**8,415**	**8,412**	**(3)**

Total Comprehensive Schools	**25,867**	**25,753**	**(114)**

Alternative Education	Month 4	Month 5	Growth v. (Decline)
Anaheim Independent Learning Center	142	146	4
Cambridge Virtural Academy	140	137	(3)
Gilbert High School	616	619	3
Hope School	250	246	(4)
Katella Satellite Independent Study	95	100	5
Kennedy Satellite Independent Study	109	122	13
Nonpublic School	42	43	1
Polaris High School	179	186	7
Special Education Transition Program	177	179	2
Western Independent Learning Center	98	98	-
Total Alternative Ed.	**1,848**	**1,876**	**28**

District Total	**27,715**	**27,629**	**(86)**

ANAHEIM UNION HIGH SCHOOL DISTRICT
Business Division
2022/2023 MONTHLY ENROLLMENT REPORT
MONTH 5
11/28/2022 - 12/23/2022

SCHOOL	REGULAR DAY 9th	10th	11th	12th	SUBTOTAL	HOSP/HM	SP ED	TOTAL STUDENTS
Anaheim	640	693	655	554	2,542	1	192	2,735
Cypress	666	703	634	709	2,712	1	71	2,784
Katella	613	608	605	550	2,376		156	2,532
Kennedy	505	513	485	477	1,980		76	2,056
Loara	378	386	354	349	1,467		128	1,595
Magnolia	378	404	354	265	1,401		127	1,528
Oxford	207	221	195	187	810		-	810
Savanna	401	424	400	357	1,582		73	1,655
Western	395	395	422	348	1,560	1	85	1,646
Total Comprehensive	**4,183**	**4,347**	**4,104**	**3,796**	**16,430**	**3**	**908**	**17,341**
Anaheim Independent Learning Center	-	-	17	129	146	-	-	146
Cambridge Virtual Academy	22	23	32	24	101	-	-	101
Gilbert High School	-	2	198	305	505	2	153	660
Katella Satellite Independent Study	10	24	28	38	100	-	-	100
Kennedy Satellite Independent Study	9	22	44	47	122	-	-	122
Nonpublic School	2	6	8	3	19	-	-	19
Polaris High School	30	37	37	26	130	-	-	130
Special Education Transition Program	-	-	-	-	-	-	179	179
Western Independent Learning Center	-	11	29	58	98	-	-	98
Total Alternative Ed	**73**	**125**	**393**	**630**	**1,221**	**2**	**332**	**1,555**
Hope	-	-	-	-	-	11	246	257
Total Senior High Schools	**4,256**	**4,472**	**4,497**	**4,426**	**17,651**	**16**	**1,486**	**19,153**

SCHOOL	REGULAR DAY 7th	8th	SUBTOTAL	HOSP/HM		SP ED		TOTAL STUDENTS
Ball	380	379	759	-		46		805
Brookhurst	388	339	727	-		55		782
Dale	483	463	946	-		47		993
Lexington	665	571	1,236	-		44		1,280
Orangeview	296	367	663	-		25		688
Oxford	232	234	466	-		-		466
South	603	608	1,211	-		70		1,281
Sycamore	561	608	1,169	2		92		1,263
Walker	396	435	831	-		23		854
Total Comprehensive	**4,004**	**4,004**	**8,008**	**2**	**-**	**402**		**8,412**
Cambridge Virtual Academy	17	19	36	-		-		36
Nonpublic School	8	9	17	-		-		17
Polaris High School	17	36	53	-		3		56
Total Alternative Ed	**42**	**64**	**106**	**-**		**3**		**109**
Total Junior High Schools	**4,046**	**4,068**	**8,114**	**2**		**405**		**8,521**
					DISTRICT TOTAL			**27,674**

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

EDUCATIONAL CONSULTING AGREEMENT AMENDMENT

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

16th	day of	February	2023

in reference to the Consulting Agreement by and between

Youth Engage, LLC

Independent Contractor, hereinafter referred to as "Consultant" and the Anaheim Union High School District, hereinafter referred to as "District" dated and Board approved:

June 16, 2022 and amended October 13, 2022

and amends said Consulting Agreement as follows:

The Board of Trustees is requested to amend the consulting agreement with Youth Engage, LLC. The original agreement was at a cost not to exceed $45,000. An amendment was submitted on October 13, 2022 for additional services which would increase the amount to $52,000. A new amendment is requested to increase the amount to a total of $102,000.

All other terms and conditions of the original agreement will remain in force.

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

CONSULTANT:	DISTRICT:
Typed Name of consultant **(same as page 1)**:	
Youth Engage, LLC	**Anaheim Union High School District**
Typed Name/Title of Authorized Signatory:	Typed Name of Assistant Superintendent:
Brian Brady	Jaron Fried
Authorized Signature:	Signature of Assistant Superintendent:
Street Address:	Street Address:
504 Lee St. #3	**501 Crescent Way, P.O. Box 3520**
City, State, Zip Code	City, State, Zip Code
Evanston, IL 60202	**Anaheim, CA 92803-3520**
Date:	Date:
1/24/23	February 17, 2023

Mark Appropriately:	
Independent/Sole Proprietor:	
Corporation:	
Partnership:	LLC Partnership
Other/Specify:	

Social Security Number*	or	Federal Identification Number*

*Or, initial here:

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

Telephone Number:	E-mail Address:
773-439-9637	brian.brady411@gmail.com

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

PRINCIPAL/DISTRICT ADMINISTRATOR:

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

Signature:		Date: 1/24/23

Dr. Jaron Fried

ANAHEIM UNION HIGH SCHOOL DISTRICT

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement ("Agreement") is made as of the 16 day of February 2023, between the Anaheim Union High School District ("District") and Flypoet Entertainment ("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 February 24, 2023 through June 30, 2023.

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:

X Signed Agreement
X Insurance Certificate(s) and Endorsements (Section 10)
X Criminal Background Investigation Certification(s) (Section 16)
X W-9 Form

4. **Compensation**. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee of two thousand eight hundred Dollars ($2800) 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 Is this Contractor interacting with students? Yes ☒ No ☐ For interaction with 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.

10.1.3 Workers' Compensation/Employers Liability Insurance. A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with $250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the District that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the District's Director of Risk Management.

10.1.4 Automobile Liability Insurance. Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars ($1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars ($2,000,000) for bodily injury and property damage per occurrence.

10.1.5 Umbrella Liability Insurance. An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

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 department or District)

Professional Liability – Professional Liability Insurance with limits of not less than one million ($1,000,000) per claim or occurrence and two million ($2,000,000) aggregate limits OR

Errors and Omissions Liability Insurance with limits of not less than one million ($1,000,000) and two million ($2,000,000) aggregate limits OR

Directors and Officers Insurance coverage with limits of not less than one million ($1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the District

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.

The coverage described above is not required for contractors or consultants providing services which are not relied upon by District departments for decision making. These would include trainers or instructors, expert witnesses, statisticians, etc.

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 Waiver of Subrogation. 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.

10.2.4 Policies Primary and Non-Contributory. All policies required herein are to be primary and noncontributory with any insurance or self-insurance programs carried or administered by the District.

10.2.5 All policies shall be written on an occurrence form.

10.2.6 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.

10.2.7 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.

11. Compliance With Laws, Rules, and Regulations. Contractor shall observe and comply with all rules and regulations 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 interacting with students, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee? Yes ☒ No ☐ Pursuant to Education Code section 45125.1, any entity that has a contract with a local educational agency shall ensure that any employee who interacts with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, has a valid criminal records summary by submitting employee fingerprints to the California Department of Justice. The Contractor shall not permit any employee to interact with District students until such time as the Contractor has certified in writing, using the District's approved criminal records certification form, that neither it nor any of its identified employees has 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**. The 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: Dr. Jaron Fried
Copy: Carlo Davis
501 N. Crescent Way
Anaheim, CA 92801
Phone: 714-999-3557
Email: melena_ma@auhsd.us

Contractor
Flypoet Entertainment
Attn: John Hensley
4327 Motor Ave
Culver City, CA 90232
Phone 310-559-1670
Email: flypoet@aol.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 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: 2/17/23

By: _____

Print Name: Dr. Jaron Fried

Title: Assistant Superintendent, Ed. Division

[Name of Contractor]

Date:01/19/2023

By: _____

Print Name: John Hensley

Title: Owner

EXHIBIT A

Provide a 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:

Contractor shall:

Flypoet Entertainment is providing a Spoken Word artist and Interpretive Painter that will perform at the 3rd Annual AUHSD Black History Month Celebration. Spoken Word is poetry explicitly written to be performed onstage, rather than read from the page. As an art form, it focuses on the aesthetics of wordplay, intonation, and voice inflection. Spoken word is a powerful, high-energy, form of cultural expression that has strong ties to storytelling, modern poetry, post-modern performance, and monologue theatre. An Interpretive Painter will also be a part of this performance creating a work of art live on-stage.

NOTICE TO CONTRACTORS REGARDING VALID CRIMINAL RECORDS SUMMARY (EDUCATION CODE SECTION 45125.1)

Education Code Section 45125.1 provides that any entity that has a contract with a local education agency (school district) shall ensure that any employee who interacts with students outside of the immediate supervision and control of the student's parent or guardian or a District/school employee has a valid criminal records summary resulting from submission of the employee's fingerprints in a manner authorized by the Department of Justice (DOJ).

The DOJ shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the DOJ.

The entity shall not permit an employee to come in contact with any student until the DOJ has ascertained that the employee has not been convicted of a violent felony as defined in Penal Code section 667.5(c) or serious felony as defined in Penal Code section 1192.7(c). The entity shall certify in writing to the governing board of the school district that none of its employees who may come in contact with any student have been convicted of a violent or serious felony.

CERTIFICATION BY CONTRACTOR

To the Board of Trustees of the Anaheim Union High School District:

I, __John Hensley__, am the _ ___owner_____ of_Flypoet Entertainment_____,
Name of Individual Title Name of Contractor

and I am authorized to execute this Certification on behalf of the Contractor.

1. I have carefully read and understand the Notice to Contractors Regarding a Valid Criminal Record Summary required under Education Code Section 45125.1.

2. Due to the nature of the services that will be provided to the District, Contractor's employees will or may have contact with students of the District outside of the immediate supervision and control of the student's parent or guardian or District employee.

3. I have obtained and reviewed the valid Criminal Records Summary of the following employees who will be performing services for the District:

_____	_____
_____	_____
_____	_____
_____	_____

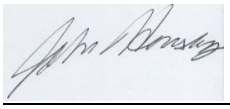
If any subsequent/future employees will be performing services for the District, I will obtain and review the Valid Criminal Records Summary of these employees and submit an updated Certification to the District.

4. None of the employees who will be performing the services to the District have been convicted of a violent felony as defined in Penal Code section 667.5(c) or serious felony as defined in Penal Code Section 1192.7(c), and this determination was made by a fingerprint check through the Department of Justice.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

Executed at __Los Angeles, California on 1/19/2023.

Date



Signature

John Hensley
Typed or Printed Name

Owner
Title

Flypoet Entertainment
Name of Contractor

4327 Motor Ave Culver City, CA 90232
Address

310-559-1670
Telephone Number

COLLABORATION AGREEMENT

between

Whitaker Peace & Development Initiative

hereinafter referred to as "WPDI"

and

Anaheim Union High School District

for

Cypress High School

hereinafter referred to as "District" and "the School," respectively

WPDI and the District/School are hereinafter referred to as the "Parties" and this Collaboration Agreement is hereinafter referred to as the "Agreement."

Dated as of January 18, 2023

Whereas WPDI, as a not-for-profit organization founded by Forest Whitaker to support his humanitarian work and mission as UNESCO Special Envoy for Peace and Reconciliation, aims at helping societies affected by destructive conflicts and gang violence to transform into safer and more productive communities, with a special focus on assisting young people experiencing the aftermath of violence, war and trauma;

Whereas The School is a public school in the Anaheim Union High School District (AUHSD) with a mission to foster a safe, positive learning environment that enables students to achieve their potential in an atmosphere which promotes responsible citizenship and an appreciation for individual differences. The climate of the Cypress High School community is founded upon academic excellence and high expectations.

Whereas the Parties firmly believe in the power of education to stop and peacefully resolve school-based violence, and to create the conditions necessary to enhance social and emotional learning of students, dialogue and reconciliation through education, and improve academic learning; and

Whereas the Parties recognize the significant and indispensable role of Conflict Resolution Education ("CRE"), including Restorative Practices, and have determined to implement the Domestic Harmonizer Program ("Program") curriculum (the "Curriculum") and critical design and gaming collaborations during the 2023-2026 academic years;

Now therefore, the Parties hereby agree as follows:

Article 1 – Purpose

1.1 The purpose of this Agreement is to establish the general terms and conditions of the arrangements between the Parties. Specific terms and conditions regarding any particular project or activity contemplated by this Agreement will be set forth in one or more supplements to this Agreement or separate agreements.

Article 2 – General Provisions

2.1 This Agreement establishes a framework for cooperation between the Parties, outlines certain institutional aspects of the cooperation, and determines the general conditions that will govern the cooperation for the implementation of the Program. This agreement establishes a three-year collaboration between the Parties to fully implement the Program during academic years 2023-2026.

2.2 Each Party shall be responsible for all costs associated with its own activities under this Agreement unless otherwise agreed upon in writing. None of the Parties shall be obligated to contribute funds to any other Party.

Article 3 – Activities

3.1 The initial activities contemplated by this Agreement are set forth in the Year 1 Work Plan submitted by WPDI to the School at the beginning of each new academic school year, which may be updated or supplemented from time to time by the written agreement of the Parties.

3.2 The Parties agree jointly to consult regarding any potential future activities not currently contemplated by this Agreement.

Article 4 – Obligations of WPDI

4.1 WPDI will collaborate with the School to customize the Program to the needs, specific capacities, and goals of the School. At the end of each academic year, a review period will occur with all Parties to revise and improve the Program and adapt it to the needs of the School.

4.2 WPDI shall assign a director (the "Program Director") as the primary point person to facilitate, coordinate, and communicate with the School with respect to all activities contemplated by this Agreement. The Program Director shall maintain an open dialogue with the designated School representatives, be responsible for providing deliverables in a timely manner, and ensure that Program activities meet the goals and requirements of the Parties.

4.3 During program implementation, the DHP team will provide technical assistance in the field of Restorative Practices, which includes visits to the School as agreed upon in order to observe classes in which the Curriculum is being implemented in order to ensure that the teachers, parents, and students receive training in DHP curriculum following the Program's PBIS model. Training and workshop sessions will be delivered in-person and/or online as agreed upon with the School liaison(s).

4.4 WPDI will participate in monthly strategic and planning meetings with the School liaison(s) to ensure that the Program and its goals are being met at the School.

4.5 WPDI will coordinate with the School to develop work plans and/or timelines for the implementation of each phase of the Program.

4.6 Any communications or promotional materials referencing the School or the District must first be approved in writing by the District.

4.7 WPDI shall be responsible for the salaries, other compensation, and benefits of all of its employees, and the compensation of its consultants, for activities or work performed under this Agreement.

4.8 WPDI will work with the School to co-host events based on themes or campaigns related to the program as agreed upon in advance by both parties in writing.

4.9 WPDI will collaborate with School counselors to implement the DHP Peer Mediation Program, which entails a 15-18-hour initial training for students and counselors, as well as 2-hours of monthly follow-up training. WPDI will provide the educational materials needed to conduct these sessions. All such trainings as set forth in this Section will be provided on dates and times mutually agreed upon by the Parties.

4.10 WPDI agrees to work with an independent evaluator to collect monitoring and evaluations ("M&E") data to objectively review and assess the program's results using pre-tests and post-tests with the entire school, as well as focus groups with select students, teachers, and administrators.

4.11 WPDI will provide guidance and, contingent upon the availability of funding, financial support for school projects and events to advance the Program at the School.

4.12 WPDI will provide virtual parenting workshops to parents of the Cypress community following the DHP's 3-part parenting program series 1-2 times per school year, as agreed upon by both parties.

4.13 WPDI can provide Professional Development training and demonstration lessons to familiarize educators at the School in the Program and Restorative Practices.

4.14 WPDI will work with the School Liaison(s) to showcase the impact of this collaboration on WPDI's social media platforms and websites as well as the School and/or the District's platforms.

4.15 WPDI will collaborate with School counselors and/or Liaison(s) to implement the Social-Emotional Learning Program, which entails up to 20 hours of initial training for students and counselors, as well as monthly follow-up training. WPDI will provide the educational materials needed to conduct these sessions. All such trainings as set forth in this Section will be provided on dates and times mutually agreed upon by the Parties.

Article 5 – Obligations of the School

5.1 The School will fully collaborate with WPDI to implement and evaluate the Program in all common core subject areas following the Curriculum for a period of three years (academic years 2023-2026). At the end of each academic year, a review period will occur with all Parties to revise and improve the program and the School agrees to participate in that review period and provide support and review to improve the program.

5.2 The School will coordinate with WPDI to develop timelines for the implementation of each phase of each initiative undertaken pursuant to this Agreement.

5.3 The School will endeavor to support the success of the Program by providing Professional Development time to support efforts of educators teaching the common core subject areas of science, math, English and social studies to integrate DHP's educational content in classroom instruction, and support M&E initiatives. An independent evaluator will conduct the M&E initiatives.

5.4 The School will work with WPDI to co-host events on issues or themes that are relevant to the collaboration.

5.5 The School will use the Program's educational content, and make the website available to educators, parents and students to learn more information (www.domesticharmonizer.org).

5.6 The School shall be responsible for the salaries or other compensation and benefits of School Participants, and any consultants relating to activities or work performed under this Agreement.

5.7 The School will help promote the program to the entire school community.

5.8 The School shall assign a liaison/liaisons to help plan regular workshops for students, parents, and educators in topics related to Restorative Practices, Conflict Resolution, and Social-Emotional Learning.

5.9 The School will provide WPDI with access to the necessary School facilities as is reasonably feasible during Program implementation to provide technical support to the School Participants, conduct peer mediation training, social-emotional learning training, professional development sessions, meetings, events, observe classes, and otherwise as needed and agreed upon in advance. Some training and workshop sessions will be held virtually, as agreed upon in advance.

5.10 The School will solicit testimonials from students, parents and educators from the School and School Participants about the benefits of the Program upon WPDI's request. These testimonials will be showcased on WPDI's annual reports, websites, social media, and other platforms.

5.11 The School shall endeavor to provide IT support to WPDI as needed to conduct M&E surveys among all students and School Participants across the campus, carry out teacher and student trainings in classrooms, and to enable students, teachers, and parents to access the DHP materials electronically on the Domestic Harmonizer Virtual Center (www.domesticharmonizer.org).

5.12 The School will recruit students suitable to participate in the DHP Peer Mediation Program, and provide the logistical support to students and WPDI staff to execute the 15-18 hour training, and monthly refreshers necessary to implement the program throughout the school year.

5.13 The School will recruit students suitable to participate in the DHP Social-Emotional Learning Program, and provide the logistical support to students and WPDI staff to execute the 20 hour training, and monthly refreshers necessary to implement the program throughout the school year.

5.14 The School will promote virtual parenting workshops hosted by WPDI on dates agreed upon in advance. If so desired, the School may collaborate with other schools in AUHSD.

Article 6 – Communication and media activities

6.1 No Party shall make any public announcements regarding or in connection with this Agreement or any of the activities contemplated hereby without the prior written consent of the other Parties. All such public announcements shall be coordinated among the Parties.

Article 7 – Notification

7.1 The addresses for service of notices under the present Agreement shall be:

For WPDI:

Name: Caroline Descombris
Title: Executive Director
Tel: 213-625-0410
Email: caroline@wpdi.org

For Cypress High School

Name: Jennifer Brown
Title: Principal
Tel: (714) 220-4144
Email: brown_j@auhsd.k12.ca.us

7.2 Each Party shall inform the other Party as soon as practicable of any change to the above addresses.

Article 8 – Term

8.1 This Agreement shall take effect upon signature by the Parties following approval by the District's Board of Trustees and remain in force for three (3) academic years (subject in all cases after the first year to the availability of funds to any Party). Three months before the expiration of this Agreement, the Parties will mutually decide whether or not to extend the term of the Agreement.

Article 9 – Intellectual Property

9.1 All works of authorship, regardless of form or whether or not copyrightable, and all inventions or discoveries, whether or not patentable or reduced to practice, that are made, created, or conceived under this Agreement ("Works") shall be owned exclusively by WPDI. Any patent prosecution or other efforts to record, register or otherwise secure WPDI's rights to such Works shall be paid for by WPDI.

9.2 WPDI hereby grants and shall grant to the other a perpetual, world-wide, royalty-free, non-transferable, non-exclusive license to make, use, reproduce, publicly display and

perform, make derivative works of, distribute and import (for purposes of this Section 9.2 only, collectively, "use") any Works developed in furtherance of the activities set forth in the Statement of Work. All licenses granted pursuant to this Section 9.2 shall be solely for any non-commercial purposes related to projects or programs contemplated by this Agreement, whenever and wherever implemented.

9.3 The School shall not have or obtain any right, title, or interest in or to any of the Works of WPDI, except for the licenses set forth in this paragraph. For the term of this Agreement, WPDI hereby grants to the School a royalty-free, non-transferable, non-exclusive license to use the Works solely in connection with this Agreement.

Article 10 – General Conditions

10.1 Use of Names, Marks and Logos of the Parties

During the term of this Agreement, each Party grants to each other Party a revocable, non-exclusive license to use its name or image or any trademark, service mark, trade name, logo or other symbol owned by it ("Name and Marks") in connection with promoting, marketing and advertising their joint activities under this Agreement. Except as set forth in the immediately preceding sentence, each Party agrees not to use the Name and Marks of any other Party in any manner, including without limitation in any sales, promotional, advertising or other publication, without the prior written consent of such other Party. All publications or other uses of the Name and Marks of a Party by any other Party shall be subject to prior review and approval by the Party whose Name or Marks are to be used. Any advertising contracted for by the Parties to raise any funds for any program shall be subject to mutual approval of the Parties, not to be reasonably withheld taking into account the nature of such advertising in relation to activities of each Party.

10.2 No Use of the Name of Forest Whitaker

Except as required by law (e.g. California Public Records Act and Ralph M. Brown Act) the Parties shall not make any reference to Mr. Whitaker or use Mr. Whitaker's name, photo, video or other likeness, written or oral statements, or biographical information for any purpose without Mr. Whitaker's prior written consent. Mr. Whitaker is expressly intended to be a third-party beneficiary of this provision.

Notwithstanding the foregoing, the Parties shall not be liable for unauthorized references to Mr. Whitaker or use of Mr. Whitaker's name, logo, biographical material or likeness by its students, but the Parties shall, upon notice of such unauthorized reference or use, take all reasonable steps to terminate such unauthorized use and prevent further occurrences of the same.

10.3 Insurance

Each Party shall procure and maintain in force during the term of this Agreement, at its cost and expense, commercial general liability and, if applicable, business automobile liability insurance or a program of self-insurance or any combination thereof, in each case with commercially reasonable coverage limits. Each Party shall also maintain workers'

compensation and disability coverage for its employees as required by State of California law.

WPDI's commercial general liability policy shall include sexual abuse and molestation coverage by (1) indicating in the relevant Description of Operations/Special Provisions that sexual abuse and molestation is not excluded and providing policy exclusion pages or (2) obtaining such coverage as a separate policy identified under "Other" coverage of the relevant Certificate of Insurance. If sexual abuse and molestation coverage is added by Endorsement to the commercial general liability policy, WPDI shall provide proof of such endorsement. Such coverage shall be in an amount of not less than $1,000,000 per occurrence and $2,000,000 general aggregate.

Each Party shall provide each other Party with evidence of all insurance or self-insurance coverage required by this paragraph upon reasonable request.

WPDI shall provide an Additional Insured Endorsement with the Certificate of Insurance specifically naming Anaheim Union High School District as Additional Insured with respects to WPDI's commercial general liability policy. The Additional Insured Endorsement shall include the following: "Anaheim Union High School District is named as additionally insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory."

10.4 **Conformity with Laws**

Each Party agrees to follow the laws of each country in which it is operating, and that it will not permit any person to receive, directly or indirectly, any improper benefit in connection with any activity pursuant to this Agreement.

10.5 **Indemnification**

Each Party shall indemnify, defend and hold harmless each other Party and its directors, officers, employees, agents, and contractors from all claims, liabilities, losses, damages or expenses, including legal fees, arising from injury (including sickness, disease or loss of life) to any person or damage to any property of any third party caused by the indemnifying Party's intentional, knowing, willful or active negligent acts in connection with or as a result of any program or activity pursuant to this Agreement.

10.6 **Assignment**

No Party shall assign, transfer, pledge or make any other disposition of this Agreement or any part thereof or of any of its rights, claims, or obligations hereunder without the prior written approval of the other Party. Any of the aforementioned actions taken without such written approval shall be void.

10.7 **Confidential Information**

Each Party recognizes and hereby acknowledges that Confidential Information (as hereinafter defined) concerning each other Party's activities is a valuable, special, and unique asset of such other Party. For purposes of this Agreement, "Confidential

Information" shall mean all information disclosed by each Party to any other Party, whether in written, oral, graphic, tangible or intangible forms, including, but not limited to, any technical, financial, business or proprietary information, labeled or orally designated as "Confidential" or "Proprietary"; provided that "Confidential Information" shall not include information that (1) is or becomes available to the general public through no fault of the receiving Party, (2) is made available to the receiving Party or Parties on a non-confidential basis by another source without violation of any obligation of confidentiality to the disclosing Party, or (3) is independently developed by the receiving Party or Parties without use of or reference to information supplied by the disclosing Party. Each Party, its officers, directors, agents, employees, and independent contractors hereby agrees to refrain from disclosing any Confidential Information to any person or entity for any reason or purpose whatsoever, other than as reasonably necessary in performance of the Party's obligations hereunder, to the extent permitted by applicable law.

WPDI employees and consultants shall comply with all applicable privacy laws and statutory regulations in regard to safeguarding personally identifiable student information including but not limited to the Family Educational Rights and Privacy Act (FERPA, 20 U.S.C. § 1232g; 34 CFR Part 99) and the California Education Code.

Further, each Party agrees to refrain from disclosing any term or condition of this Agreement without the prior written consent of the other Parties, except as required by law or court order or as reasonably necessary to enforce that Party's rights under this Agreement. This section shall survive the termination or expiration of this Agreement.

10.8 **Settlements of Disputes**

The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy. If the Parties are unable to resolve the matter through negotiation within a reasonable amount of time, not to exceed thirty (30) days, then any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Section 10.8, shall be determined by binding arbitration in Los Angeles County, California. Either Party can commence arbitration by sending a written request for arbitration to each other Party. The arbitration shall be administered in accordance with the provisions of the California Arbitration Act ("CAA"). There shall be one arbitrator who will be jointly selected by the Parties, or if the Parties are unable to agree on an arbitrator within five (5) business days of the delivery of an arbitration notice under this provision, the arbitrator shall be selected pursuant to the CAA.

It is the intent of the Parties that, barring extraordinary circumstances, arbitration proceedings will be concluded within one hundred twenty (120) days from the date the arbitrator is appointed. However, failure to adhere to this time limit shall not constitute a basis for challenging the award. Judgment on the arbitral award may be entered in any court having jurisdiction. Except as may be required by law, neither a Party nor its representatives may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of the other Parties.

This clause shall not preclude the Parties from seeking provisional remedies in aid of

arbitration from a court of appropriate jurisdiction.

10.9 **Termination**

Any Party may terminate the Agreement without cause upon three (3) months prior written notice to the other Parties. Should any Party breach its obligations under this Agreement, either non-breaching Party may terminate the Agreement immediately if the breaching Party fails to remedy the breach within thirty (30) days of receiving written notice of the breach from a non-breaching Party. The Parties may terminate the Agreement immediately in the event that an act of God or other circumstances beyond the Parties' control render performance under the Agreement impossible or extremely dangerous. Upon termination of this Agreement, the Parties shall return any and all property that belongs to the other Parties, including but not limited to, any materials, electronic information, and any other property, within thirty (30) days of termination.

10.10 **Waiver**

No waiver by any Party of the breach of any term or covenant contained in this Agreement, whether by conduct or otherwise, in any one or more instances, will be deemed to be, or construed as, a further or continuing waiver of any such breach, or a waiver of any other term or covenant contained in this Agreement.

10.11 **Entire Agreement**

This Agreement contains the entire agreement between the Parties with respect to its subject matter, and supersedes all prior agreements and understandings, oral or written, between the Parties with respect to the subject matter of this Agreement.

10.12 **Amendment**

This Agreement, including this provision, may not be modified in any manner except by a written amendment signed by each of the parties hereto.

10.13 **Relationship of the Parties**

The Parties hereby agree that the School shall be an educational collaborator to WPDI. The School is not an agent, partner, employee, servant, corporate sponsor, joint venturer, or officer of WPDI, nor should anything herein be construed as creating such a relationship between the Parties.

10.14 **Representations and Warranties**

Each Party hereby represents and warrants to each other Party that (a) it has the right and authority to enter into this Agreement, and that (b) the execution and performance of this Agreement will not violate or conflict with the provisions of any agreement by which it is bound.

10.15 **Counterparts**

This Agreement may be executed in one or more counterparts, each of which so executed will be deemed an original. Such counterparts will together constitute one agreement.

[Remainder of page intentionally blank – signatures on following page]

Dated January 18, 2023

Whitaker Peace & Development Initiative



_____

Caroline Descombris
Executive Director

Anaheim Union High School District

_____

Dr. Jaron Fried
Assistant Superintendent, Ed. Division

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

EDUCATIONAL CONSULTING AGREEMENT AMENDMENT

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

16th	day of	February	2023

in reference to the Consulting Agreement by and between

Jacque Nunez-Journeys to the Past

Independent Contractor, hereinafter referred to as "Consultant" and the Anaheim Union High School District, hereinafter referred to as "District" dated and Board approved:

November 17, 2022

and amends said Consulting Agreement as follows:

The Board of Trustees is requested to amend the consulting agreement with Jacque Nunez-Journeys to the Past. The original agreement was at a cost not to exceed $750 for one assembly. An amendment is requested for additional services which would increase the amount to $$1,500 as well as extend the dates of service through May 1, 2023.

All other terms and conditions of the original agreement will remain in force.

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

CONSULTANT:	DISTRICT:
Typed Name of consultant **(same as page 1)**:	
Jacque Nunez-Journeys to the Past	**Anaheim Union High School District**
Typed Name/Title of Authorized Signatory:	Typed Name of Assistant Superintendent:
Jacque Nunez	Jaron Fried
Authorized Signature:	Signature of Assistant Superintendent:
Street Address:	Street Address:
26811 Aciachema St.	**501 Crescent Way, P.O. Box 3520**
City, State, Zip Code	City, State, Zip Code
San Juan Capistrano, CA 92675	**Anaheim, CA 92803-3520**
Date:	Date:
1/23/23	2/17/23

Mark Appropriately:

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

Social Security Number* or	Federal Identification Number*
[redacted]	

*Or, initial here:

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

Telephone Number:	E-mail Address:
714-270-4691	Journeystothepast@yahoo.com

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

PRINCIPAL/DISTRICT ADMINISTRATOR:

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

Signature:		Date:	1/23/23

Dr. Jaron Fried

ANAHEIM UNION HIGH SCHOOL DISTRICT

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement ("Agreement") is made as of the 16th day of February, 2023, between the Anaheim Union High School District ("District") and Anaheim Family YMCA ("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 July 1, 2022, through June 30, 2023.

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 Eight Hundred Sixty-Three_ Thousand Eight Hundred Sixty-Six 35/100_Dollars ($863,866.35) 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 Is this Contractor interacting with students? Yes ☒ No ☐ For interaction with 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.

10.1.3 Workers' Compensation/Employers Liability Insurance. A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with $250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the District that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the District's Director of Risk Management.

10.1.4 Automobile Liability Insurance. Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars ($1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars ($2,000,000) for bodily injury and property damage per occurrence.

10.1.5 Umbrella Liability Insurance. An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

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 department or District)

Professional Liability – Professional Liability Insurance with limits of not less than one million ($1,000,000) per claim or occurrence and two million ($2,000,000) aggregate limits OR

Errors and Omissions Liability Insurance with limits of not less than one million ($1,000,000) and two million ($2,000,000) aggregate limits OR

Directors and Officers Insurance coverage with limits of not less than one million ($1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the District

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.

The coverage described above is not required for contractors or consultants providing services which are not relied upon by District departments for decision making. These would include trainers or instructors, expert witnesses, statisticians, etc.

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 Waiver of Subrogation. 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.

10.2.4 Policies Primary and Non-Contributory. All policies required herein are to be primary and noncontributory with any insurance or self-insurance programs carried or administered by the District.

10.2.5 All policies shall be written on an occurrence form.

10.2.6 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.

10.2.7 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.

11. **Compliance With Laws, Rules, and Regulations**. Contractor shall observe and comply with all rules and regulations 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 interacting with students, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee? Yes ☒ No ☐ Pursuant to Education Code section 45125.1, any entity that has a contract with a local educational agency shall ensure that any employee who interacts with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, has a valid criminal records summary by submitting employee fingerprints to the California Department of Justice. The Contractor shall not permit any employee to interact with District students until such time as the Contractor has certified in writing, using the District's approved criminal records certification form, that neither it nor any of its identified employees has 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**. The 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: Dr. Jaron Fried
Copy: Dr. Roxanna Hernandez
501 N. Crescent Way
Anaheim, CA 92801
714-999-3579
Email: Hernandez_R@auhsd.us

Contractor
Anaheim Family YMCA
Attn: Brent Finlay
240 S. Euclid Street
Anaheim, CA 92802
714-635-9622
Email: bfinlay@anaheimymca.org

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 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: 2/17/23

By: _____

Print Name: Dr. Jaron Fried

Title: Assistant Superintendent, Ed. Division

Anaheim Family YMCA

Date: 1/24/23

By: _____

Print Name: Brent Finlay

Title: CEO

EXHIBIT A

Anaheim Achieves (AAs)

Description of services:

The Anaheim Family YMCA (YMCA) to provide the program administration, staffing, equipment, materials, training, data collection, and evaluation for the California Department of Education After School Education and Safety Program (ASES) programs at Ball, Brookhurst, Dale, Orangeview, South and Sycamore junior high schools.

1. The YMCA will provide the required administration, staff and materials to operate the program and to abide by all mandated California Department of Education requirements and District and YMCA Board policy, including but not limited to, fingerprinting all program staff and the recording of all student attendance in the manner prescribed by the State.

2. The YMCA to complete all reports required by the State according to the prescribed schedule. The YMCA will submit a copy of these reports to the District. The district has access to the State online system (ASSIST) and can view these reports at any time.

3. The YMCA will comply with all federal and state laws required by the California Department of Education (CDE) to monitor implementation of categorical programs, including Federal Program Monitoring (FPM). YMCA is responsible for implementation of ASES programs which meet minimum fiscal and programmatic requirements.

Days and Hours of Operation:

Junior High school sites' Anaheim Achieves program is open Monday through Friday from when school gets out until 6:00 p.m., however students in junior high school are only required to attend a minimum of nine hours a week and three days a week to accomplish program goals. Priority for enrollment of jr. high students shall be given to youth who attend daily. Sites accommodate minimum day scheduling, as well. Anaheim Achieves will offer programming (when approved by AUHSD) during school breaks such as winter, spring, and summertime.

Anaheim Achieves Collaboration:
The Anaheim Achieves after school collaboration has earned state and national recognition for its outstanding curriculum in academics, enrichment, and recreation. Beyond that, Anaheim Achieves promotes community safety, parent involvement, volunteerism, and civic pride.

Anaheim Achieves builds upon the school district's exceptional academic curriculum by providing homework assistance, workforce development, mentoring, enrichment activities (art, music, dance, STEM), character development and countless more activities.

Location of Services:
Ball, Brookhurst, Dale, Orangeview, South and Sycamore junior high school sites.

The Recipients:
The program will be offered to all 7th and 8th students attending the junior high schools listed above.

- All youth participating in the Anaheim Achieves program must attend that school during the regular school day. The program is for qualified students in seventh and eighth grade.

- Students are enrolled in the program on a space availability basis. The AAs Program Supervisor maintains a waiting list on DAXKO, and parents of children on the list will be notified if a space becomes available according to their status on the list.

- Priority enrollment will be given to McKinney Vento homeless and foster youth.

- Students are to attend the entire program each day. Exceptions are made on a case-by-case basis and an early release reason must be added to the attendance sheets for that day. Students leaving the program early on a regular basis are at risk of losing their spot to a student on the waiting list. This will be done at the discretion of the Anaheim Achieves program supervisor.

NOTICE TO CONTRACTORS REGARDING VALID CRIMINAL RECORDS SUMMARY (EDUCATION CODE SECTION 45125.1)

Education Code Section 45125.1 provides that any entity that has a contract with a local education agency (school district) shall ensure that any employee who interacts with students outside of the immediate supervision and control of the student's parent or guardian or a District/school employee has a valid criminal records summary resulting from submission of the employee's fingerprints in a manner authorized by the Department of Justice (DOJ).

The DOJ shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the DOJ.

The entity shall not permit an employee to come in contact with any student until the DOJ has ascertained that the employee has not been convicted of a violent felony as defined in Penal Code section 667.5(c) or serious felony as defined in Penal Code section 1192.7(c). The entity shall certify in writing to the governing board of the school district that none of its employees who may come in contact with any student have been convicted of a violent or serious felony.

CERTIFICATION BY CONTRACTOR

To the Board of Trustees of the Anaheim Union High School District:

I, Brent Finlay, am the CEO of the Anaheim Family YMCA ,
Name of Individual — Title — Name of Contractor

and I am authorized to execute this Certification on behalf of the Contractor.

1. I have carefully read and understand the Notice to Contractors Regarding a Valid Criminal Record Summary required under Education Code Section 45125.1.

2. Due to the nature of the services that will be provided to the District, Contractor's employees will or may have contact with students of the District outside of the immediate supervision and control of the student's parent or guardian or District employee.

3. I have obtained and reviewed the valid Criminal Records Summary of the following employees who will be performing services for the District:

_____	_____
_____	_____
_____	_____
_____	_____

If any subsequent/future employees will be performing services for the District, I will obtain and review the Valid Criminal Records Summary of these employees and submit an updated Certification to the District.

4. None of the employees who will be performing the services to the District have been convicted of a violent felony as defined in Penal Code section 667.5(c) or serious felony as defined in Penal Code Section 1192.7(c), and this determination was made by a fingerprint check through the Department of Justice.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

Executed at Anaheim, California on January 24, 2023.

Signature

Brent Finlay
Typed or Printed Name

CEO
Title

Anaheim Family YMCA
Name of Contractor

240 S. Euclid St. Anaheim, CA 92802
Address

714-635-9622
Telephone Number

AMENDMENT TO
NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
COLLEGE AND CAREER ACCESS PATHWAYS
A DUAL ENROLLMENT PARTNERSHIP AGREEMENT
2021-2024

As of January 25, 2023, 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 three educational programs (ADDENDUM A).

This change is only the addition of three 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 January 25, 2023

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: *January 24, 2023*
School District Board Meeting: *February 16, 2023*

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: **Horticulture, Mathematics, Real Estate**

SCHOOL DISTRICT: **Anaheim Union High School District**

HIGH SCHOOLS: **Magnolia, Anaheim**

TOTAL NUMBER OF STUDENTS TO BE SERVED: 100 students	TOTAL PROJECTED FTES: 15 FTES

COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS	INSTRUCTOR	EMPLOYER	LOCATION
1. Principles of Horticulture I	HORT 001 F	Summer, Fall & Spring	3:30pm – 6:00pm	M/W/F	Carlos Ruiz	☒ CC ☐ HS	☐ CC ☒ HS Magnolia HS
2. Introductory Probability and Statistics	MATH 120 F 110 F	Summer, Fall & Spring	8:00am – 9:25am	M/W	Karen Wang	☒ CC ☐ HS	☐ CC ☒ HS Anaheim HS
3. Introductory Probability and Statistics	MATH 120 F 110 F	Summer, Fall & Spring	8:00am – 9:25am	T/R	Karen Wang	☒ CC ☐ HS	☐ CC ☒ HS Anaheim HS
4. Principles of Real Estate	RE 101 F	Summer, Fall & Spring	100% Online	100% Online	Richard Ghidella	☒ CC ☐ HS	☒ CC ☒ HS Fullerton College or Anaheim 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. Principles of Horticulture I	California Master Gardeners Handbook Publisher: UCANR ISBN: 9781601078575	$37	N/A	N/A
2. Introductory Probability and Statistics	OER	Free	TI84 Calculator	$112
3. Principles of Real Estate	California Real Estate Principles Publisher: OnCourse Learning, 2016 ISBN: 978162980059	$36	N/A	N/A

ANAHEIM UNION HIGH SCHOOL DISTRICT

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement ("Agreement") is made as of the 17th day of February, 2023, between the Anaheim Union High School District ("District") and Fernando (Ferran) Rodriguez-Valls ("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 February 17, 2023 through June 31, 2023.

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 fifteen thousand Dollars ($15,000) 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 Is this Contractor interacting with students? Yes ☑ No ☐ For interaction with 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.

10.1.3 Workers' Compensation/Employers Liability Insurance. A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with $250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the District that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the District's Director of Risk Management.

10.1.4 Automobile Liability Insurance. Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars ($1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars ($2,000,000) for bodily injury and property damage per occurrence.

10.1.5 Umbrella Liability Insurance. An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

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 department or District)

Professional Liability – Professional Liability Insurance with limits of not less than one million ($1,000,000) per claim or occurrence and two million ($2,000,000) aggregate limits OR

Errors and Omissions Liability Insurance with limits of not less than one million ($1,000,000) and two million ($2,000,000) aggregate limits OR

Directors and Officers Insurance coverage with limits of not less than one million ($1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the District

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.

The coverage described above is not required for contractors or consultants providing services which are not relied upon by District departments for decision making. These would include trainers or instructors, expert witnesses, statisticians, etc.

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 Waiver of Subrogation. 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.

10.2.4 Policies Primary and Non-Contributory. All policies required herein are to be primary and noncontributory with any insurance or self-insurance programs carried or administered by the District.

10.2.5 All policies shall be written on an occurrence form.

10.2.6 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.

10.2.7 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.

11. Compliance With Laws, Rules, and Regulations. Contractor shall observe and comply with all rules and regulations 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 interacting with students, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee? Yes ☐ No ☑ Pursuant to Education Code section 45125.1, any entity that has a contract with a local educational agency shall ensure that any employee who interacts with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, has a valid criminal records summary by submitting employee fingerprints to the California Department of Justice. The Contractor shall not permit any employee to interact with District students until such time as the Contractor has certified in writing, using the District's approved criminal records certification form, that neither it nor any of its identified employees has 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**. The 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: Dr. Jaron Fried
501 N. Crescent Way
Anaheim, CA 92801
Phone: 714-999-3511
Email: fried_j@auhsd.us

Contractor
Dr. Fernando Rodriguez-Valls
538 Wickliffe, Dr.
Pasadena, CA 91104
Phone: 626-354-6094
Email: frodriguez-valls@fullerton.edu

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 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: 2/17/23

By: _____

Print Name: Dr. Jaron Fried

Title: Assistant Superintendent

Fernando Rodriguez-Valls

Date: 1/24/23

By: _____

Print Name: Fernando Rodriguez-Valls

Title: Professor

EXHIBIT A

Provide a 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:

Contractor shall: Please see attachment below

Anaheim Union HSD
Summer Language Academy 2023
Ferran/Fernando Rodríguez-Valls Ph.D.

The Summer Language Academy (SLA) is an innovative, arts-based [bi]literacy enrichment program designed for emergent bilingual students entering grades 8-12. During this 4 week summer program, students examine and deconstruct identity, culture, and 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, and nourish students' fluency in oral and written academic English.

Central features of the Summer Language Academy:

2023 Program Fee: $15,000

Summer Language Academy:

- A four week program
- One school site
- Students' Schedule: Monday to Thursday from 9:00 am-12:00 pm
- Teachers' Schedule: Monday to Thursday from 8:00 am- 1:00 pm
    - Prep time- 8:00 am- 9:00 am daily
    - Debriefing time- 12:00-1:00 am daily
    - Class size: We recommend a maximum class size of 20 students, with three educators in each classroom (1 district teacher, 1 instructional assistant, and 1 pre-service teacher) Students may be grouped according to age; we recommend linguistically diverse classrooms.

- **Student Centered Curriculum** – We will provide a framework (Includes the SLA curriculum and supplemental electronic resources) for 16 days of arts-rich literacy curriculum. We will co-lead the following activities:
    - Parent Orientation Night
    - Open House, and
    - Award Ceremony

- **Professional Learning for SLA Educators:**
    - One month prior to the SLA: 20 hours of professional development for SLA faculty:
        - 12 hours of pre-program professional development
        - 8 additional hours of on-site planning/prep time prior to the SLA

- **Support and Report** –

1. One visit per week of on-site classroom observation and one online meeting with SLA administrator
2. Writing final report summarizing program outcomes.

Additional District Expenses:

- AUHSD will appoint a site administrator to oversee all aspects of the Summer Language Academy; this person should be present for all professional development, on site throughout the SLA, and function as the lead for all site-specific activities or concerns.

- AUHSD is responsible for
  - paying salaries for their teachers, administrators, instructional assistants, and pre-service teachers
  - purchasing copies of books for students (approximately $35/student)
  - purchasing copies of Radically Inclusive Teaching With Newcomer and Emergent Plurilingual Students: Braving Up for each educator participating in SLA
  - photocopying curricular materials for use in classrooms, and purchasing SLA related supplies (plain and lined papers, writing implements, art supplies, etc.).

  A complete list of supplies will be provided at least two months prior to the start of professional development.

For additional information about the Summer Language Academy, please contact
Dr. Fernando Rodríguez Valls (frodriguez-valls@fullerton.edu)

NOTICE TO CONTRACTORS REGARDING VALID CRIMINAL RECORDS SUMMARY (EDUCATION CODE SECTION 45125.1)

Education Code Section 45125.1 provides that any entity that has a contract with a local education agency (school district) shall ensure that any employee who interacts with students outside of the immediate supervision and control of the student's parent or guardian or a District/school employee has a valid criminal records summary resulting from submission of the employee's fingerprints in a manner authorized by the Department of Justice (DOJ).

The DOJ shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the DOJ.

The entity shall not permit an employee to come in contact with any student until the DOJ has ascertained that the employee has not been convicted of a violent felony as defined in Penal Code section 667.5(c) or serious felony as defined in Penal Code section 1192.7(c). The entity shall certify in writing to the governing board of the school district that none of its employees who may come in contact with any student have been convicted of a violent or serious felony.

CERTIFICATION BY CONTRACTOR

To the Board of Trustees of the Anaheim Union High School District:

I, Fernando Rodriguez-Vall (Name of Individual), am the Professor (Title) of Fernando Rodriguez-Valls (Name of Contractor),

and I am authorized to execute this Certification on behalf of the Contractor.

1. I have carefully read and understand the Notice to Contractors Regarding a Valid Criminal Record Summary required under Education Code Section 45125.1.

2. Due to the nature of the services that will be provided to the District, Contractor's employees will or may have contact with students of the District outside of the immediate supervision and control of the student's parent or guardian or District employee.

3. I have obtained and reviewed the valid Criminal Records Summary of the following employees who will be performing services for the District:

N/A	

If any subsequent/future employees will be performing services for the District, I will obtain and review the Valid Criminal Records Summary of these employees and submit an updated Certification to the District.

4. None of the employees who will be performing the services to the District have been convicted of a violent felony as defined in Penal Code section 667.5(c) or serious felony as defined in Penal Code Section 1192.7(c), and this determination was made by a fingerprint check through the Department of Justice.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

Executed at Fullerton, California on 1/25/23.
Date

Signature

Fernando Rodriguez-Valls
Typed or Printed Name

Professor
Title

Fernando Rodriguez-Valls
Name of Contractor

538 Wackliffe, Dr. Pasadena, CA 91104
Address

626-354-6094
Telephone Number

LANGUAGE TESTING AGREEMENT

Testing Department

This Language Testing Agreement is effective as of 2/17/23 ("***Effective Date***"), 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 450, Atlanta, GA 30326 ("***ALTA***" and, collectively with Customer, the "***Parties***").

W I T N E S S E T H:

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 testing fees as per Exhibit B and, if using ProctorU services, the additional proctoring fees as per Exhibit C.

(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 Section 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 and shall be automatically renewed for additional one-year terms 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

Each party (the "Indemnifying Party") hereby agrees to save, defend, indemnify and hold harmless the other party and its officers, directors, employees, consultants and agents (each an "Indemnified Party") from and against any and all losses, damages, liabilities, expenses and costs, including reasonable legal expense and attorneys' fees ("Losses"), to which the Indemnified Party may become subject as a result of any claim, demand, action or other proceeding by any Third Party to the extent such Losses arise directly or indirectly out of activities performed by the Indemnifying Party pursuant to this Agreement, except to the extent such Losses result from the gross negligence or willful misconduct of any Indemnified Party. In the event an Indemnified Party seeks indemnification under this Section 5, it shall inform the Indemnifying Party of a claim as soon as reasonably practicable after it receives notice of the claim, shall permit the Indemnifying Party to assume direction and control of the



defense of the claim (including the right to settle the claim solely for monetary consideration), and shall cooperate as requested (at the expense of the Indemnifying Party) in the defense of the claim.

6. Limitation of Liability

To the extent not covered by available insurance as per Exhibit D, 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. Deletion of Personal Identifiable Information of Individuals Associated with Customer

Upon written request of an individual associated with Customer and whose information is stored in ALTA's servers and databases (testing candidate, etc.), with or without Customer's knowledge of such request, ALTA is authorized to delete this individual's Personal Identifiable Information (PII) from its records, unless applicable law requires storage of such PII. PII incudes a person's name, email address, phone number or any other information that would, directly or indirectly, identify an individual. PII maintained in the system is not shared with agencies, organizations, or individuals external to ALTA.

9. Entire Agreement; Modification

This Agreement represents the entire agreement between the Parties with respect to the subject matter hereof and supersedes all other prior or contemporaneous 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.

10. 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.

11. Use of Logo

Customer hereby grants to ALTA the express right to use Customer's company logo in marketing, sales, public relations materials and other communications solely to identify Customer as an ALTA customer.

12. 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:	If to Customer:
ALTA Language Services, Inc.	Anaheim Union High School District
P.O. Box 745060	501 N. Crescent Way
Atlanta, GA 30374-5060	Anaheim, CA 92801

13. 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.

14. 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.

15. 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.

16. Headings

The section headings in this Agreement are for conveniences only; they form no part of this Agreement and shall not affect its interpretation.

17. Governing Law

This Agreement shall be construed, and its validity determined by the laws of the State of Georgia. Any suits, claims or causes of action arising from this Agreement shall be brought in a court in Fulton County, Georgia 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.

18. 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:		**ALTA Language Services, Inc.**	
Name (Print):	Dr. Jaron Fried	Name (Print):	Barbara Cozzarini
Title:	Assistant Superintendent, Ed Division	Title:	Corporate Compliance
Signature:		Signature:	Barbara Cozzarini SignNow e-signature ID: 7bc2b476a6... 01/26/2023 17:46:52 UTC
Date:	2/17/23		01/26/2023

EXHIBIT A

Language Testing Services

ALTA is not responsible for proctoring tests. Proctoring procedures are at the Customer's discretion. ALTA partners with ProctorU to proctor Listening & Speaking IVR and online tests for additional fees as per Exhibit C.

1. LIVE AUDIO OR VIDEO: LISTENING & SPEAKING ASSESSMENT: ALTA shall provide live audio and/or video listening & speaking language assessments by telephone for individuals identified by Customer in the language(s) specified by Customer and offered by ALTA.

   a) Customer will arrange for the language evaluation testing date and times with ALTA. ALTA's office hours are Monday through Friday, from 9:00am ET to 6:00pm ET.

   b) Customer may change the schedule for the testing, without penalty, up to 6:00pm ET on the business day (i.e., Monday through Friday) prior to the test.

   c) 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 so desires.

   d) ALTA will score each candidate's performance according to specified grading criteria.

   e) The results of all evaluations will be submitted by ALTA to Customer's administrative contact by email.

   f) ALTA will not discuss the testing results with the testing candidate.

2. AUTOMATED (IVR): LISTENING & SPEAKING ASSESSMENT– BILINGUAL MEDICAL ASSESSMENT – HEALTHCARE INSURANCE TERMINOLOGY ASSESSMENT - INTERPRETATION: ALTA shall provide automated (IVR) listening & speaking, bilingual medical, healthcare insurance terminology, and/or interpretation language assessments by telephone for

individuals identified by Customer in the language(s) specified by Customer and offered by ALTA.

a) Customer will assign the test through the ALTA portal.

b) The testing candidate may call in at any time for their automated oral language evaluation.

c) The completed exam will be submitted to ALTA electronically for scoring.

d) ALTA will score each candidate's performance according to specified grading criteria.

e) The results of all evaluations will be submitted by ALTA to Customer's administrative contact by email.

f) ALTA will not discuss the testing results with the testing candidate.

3. ONLINE: SOCIAL MEDIA ASSESSMENT – AUDIO-TRANSLATION ASSESSMENT: ALTA shall provide online social media and/or audio translation language assessments for individuals identified by Customer in the language(s) specified by Customer and offered by ALTA.

   a) Customer will assign the test through the ALTA portal.

   b) Customer will submit completed exams back to ALTA electronically through the ALTA online testing portal.

   c) ALTA will score each candidate's performance according to specified grading criteria.

   d) The results of all evaluations will be submitted by ALTA to Customer's administrative contact by email.

   e) ALTA will not discuss the testing results with the testing candidate.

4. ONLINE/PAPER: WRITING ASSESSMENT - TRANSLATION ASSESSMENT: ALTA shall provide online and/or paper writing and/or translation language assessments for individuals identified by Customer in the language(s) specified by Customer and offered by ALTA.

   a) Customer will assign the test through the ALTA portal.

b) Customer will submit completed exams back to ALTA electronically through the ALTA online testing portal.

c) ALTA will score each candidate's performance according to specified grading criteria.

d) The results of all evaluations will be submitted by ALTA to Customer's administrative contact by email.

e) ALTA will not discuss the testing results with the testing candidate.

5. ONLINE MULTIPLE-CHOICE ASSESSMENTS: READING COMPREHENSION – LISTENING COMPREHENSION – MEDICAL TERMINOLOGY - CODE OF ETHICS: ALTA shall provide online reading comprehension, listening comprehension, and /or medical terminology, for individuals identified by Customer in the language(s) specified by Customer and offered by ALTA. ALTA shall provide the online Code of Ethics test in English for individuals identified by Customer.

   a) Customer will assign the test through the ALTA portal.

   b) Customer will submit completed exams back to ALTA electronically through the ALTA online testing portal.

   c) ALTA will score each candidate's performance according to specified grading criteria.

   d) The results of all evaluations will be submitted by ALTA to Customer's administrative contact by email.

   e) ALTA will not discuss the testing results with the testing candidate.

6. LIVE AUDIO OR VIDEO INTEPRETATION ASSESSMENT: ALTA shall provide interpretation assessments for individuals identified by Customer in the language(s) specified by Customer and offered by ALTA.

   a) Customer will arrange for the language evaluation testing date and times with ALTA. ALTA's office hours are Monday through Friday, from 9:00am ET to 6:00pm ET.

   b) Customer may change the schedule for the testing, without penalty, up to 6:00pm ET on the business day (i.e., Monday through Friday) prior to the test.

c) 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 so desires.

d) ALTA will score each candidate's performance according to specified grading criteria.

e) The results of all evaluations will be submitted by ALTA to Customer's administrative contact by email.

f) ALTA will not discuss the testing results with the testing candidate.

7. AUTOMATED (IVR): QBS and CCLA TESTING: ALTA shall provide automated (IVR) the Qualified Bilingual Staff language assessment (QBS) and/or the Clinician Cultural and Linguistic Assessment (CCLA) by telephone for individuals identified by Customer in the language(s) specified by Customer and offered by ALTA.

a) Customer will assign the test through the ALTA portal.

b) Customer will verify the identity of each testing candidate.

c) Alta will provide the QBS and CCLA using its IVR system, available 24 hours a day, seven days per week.

d) ALTA will score each candidate's performance according to specified grading criteria.

e) The results of all evaluations will be submitted by ALTA to the Customer's administrative contact by email.

f) ALTA will not discuss the testing results with the testing candidate.

EXHIBIT B

Testing Rate Guide

Please, let us know if you qualify for the GSA schedule pricing.

Testing Item – All languages offered, except Baluchi, Turkmen, Kurmanji, and Sorani languages	**Cost**
Listening and Speaking Live (audio)	$66
Listening and Speaking Live (video)	$76
Listening and Speaking (IVR)	$55
Bilingual Medical (IVR)	$100
Health Insurance Terminology (IVR)	$66
Social Media (online)	$66
Audio Translation (online)	$66
Writing (online or paper)	$66
Translation – each way (online or paper)	$66
Rendering test (Pharmacy) (online)	$66
Reading Comprehension (online or paper)	$33
Listening Comprehension (online)	$33
Medical Terminology (online)	$33
Code of Ethics (online) – English	$33
Interpretation (Live audio)	$110
Interpretation (Live video)	$130
QBS (IVR)	$110
CCLA (IVR)	$110

Testing Item – Baluchi, Turkmen, Kurmanji and Sorani languages	**Cost**
Online Reading Comprehension	$40
Live/IVR Listening and Speaking (audio)	$80
Live Listening and Speaking (video)	$90
Online (or paper) Writing	$80
Online (or paper) Translation (each way)	$80 (not available in Turkmen)
Interpretation Military (audio) – Baluchi only	$150

Live tests:

Access to Toll Free Number	$2 per test
Candidate called by ALTA (live)	$10 per test
IVR tests:	
Candidate called by ALTA	$8 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 canceled.

EXHIBIT C
Proctoring Fees

Testing Item	Cost
Online Listening Comprehension	$23
Online Reading Comprehension	$23 for one hour, $29 for two hours
Online Medical Terminology	$23
Online Code of Ethics	$23
IVR Listening and Speaking	$15
Online Writing	$23
Online Translation (each way)	$29
Online Audio Translation	$29

Memorandum of Understanding

Between North Orange County Regional Occupational Program and Anaheim Union High School District

Career Technical Education Incentive Grant (CTEIG) Administered by the California Department of Education Career and College Transition Division

This memorandum of understanding (MOU) sets forth the terms of agreement between the North Orange County Regional Occupational Program (hereafter *NOCROP*) and the Anaheim Union High School District (hereafter *District*), with regards to participation in the Career Technical Education Incentive Grant (hereafter *CTEIG*) Program administered by the California Department of Education, Career and College Transition Division.

I. Background

The *CTEIG* Program is established as a state education, economic, and workforce development initiative with the goal of providing pupils in kindergarten through grade twelve, inclusive, with the knowledge and skills necessary to transition to employment and postsecondary education. The purpose of this program is to encourage and maintain the delivery of career technical education (CTE) programs per Education Code (EC) sections 53070–53076.4.

II. Purpose of the Agreement

It is the purpose of this agreement to establish a cooperative and mutually beneficial relationship between the parties and to set forth the responsibilities of the parties as related to the implementation of the *CTEIG* Program.

III. Duration of Agreement

The term of this agreement shall be from July 1, 2022 through and including December 31, 2024 unless modified or terminated in writing. Termination can be exercised by either party thirty (30) days following written notice.

IV. Responsibilities

In consideration of the shared goals associated with this agreement, and in recognition of the benefit to be derived from the effective implementation of the program, the parties agree that their responsibilities under this agreement shall be as follows:

A. *District* shall allocate the sum of 1020 average daily attendance (ADA) of pupils for the *NOCROP* consortium *CTEIG* application, based on the second principal reporting period for 2021-22 for grades 7–12. The sum of the ADA for each of the constituent entities will be used for applicants applying as part of a consortium and for regional occupational centers or programs (ROCPs).

B. *NOCROP* shall provide a proportional dollar-for-dollar match for any funding received from the *CTEIG* Program as follows: for the funding term 2022-23, $2.00 for every $1.00 received from this program. *NOCROP* may claim indirect costs incurred based on the approved state rate.

C. Both *District* and *NOCROP* are required to encourage and maintain high-quality CTE programs meeting all of the following high-quality CTE program criteria:

1. Offer high-quality curriculum and instruction aligned with the California CTE Model Curriculum Standards, including, but not limited to, providing a coherent sequence of CTE courses that enable pupils to transition to post-secondary education programs that lead to a career pathway or attain employment upon graduation from high school
2. Provide pupils with quality career exploration and guidance
3. Provide pupils support services, including counseling and leadership development
4. Provide for system alignment, coherence, and articulation, including ongoing and structural regional or local partnerships with post-secondary educational institutions, with documented formal written agreements
5. Form ongoing and meaningful industry and labor partnerships, evidenced by written agreements and through participation on advisory committees and collaboration with business and labor organizations to provide opportunities for pupils to gain access to pre-apprenticeships, internships, industry certifications, and work-based learning (WBL) opportunities for industry to provide input to the CTE programs and curriculum
6. Provide opportunities for pupils to participate in after-school, extended day, and out-of-school internships, competitions, leadership development opportunities, career and technical student organizations (CTSOs), and other WBL opportunities
7. Reflect regional or local labor market demands, and focus on current or emerging high-skill, high-wage, or high-demand occupations, and is informed by the regional plan of the local Strong Workforce Program Consortium
8. Lead to an industry-recognized credential or certificate, or appropriate post-secondary education or training, employment, or a post-secondary degree
9. Staffed by skilled teachers (CTE credentialed teachers) or faculty, and provide professional development opportunities for those teachers or faculty members
10. Provide opportunities for pupils who are individuals with exceptional needs to participate in all programs

11. Report data to the State Superintendent of Public Instruction, no later than November 1 of each fiscal year (FY) to allow for an evaluation of the program. Each applicant will be required to complete the High-Quality CTE Program Evaluation for their CTE programs which addresses the first ten (10) of the eleven (11) criteria above. Based on the results of the evaluation, applicants will be asked to submit a year-long plan that is aligned to the areas of need identified within the evaluation.

V. **Reporting Requirements**

A. Grantees will be required to complete both a narrative progress report and a fiscal progress report which addresses their high-quality CTE plan for which they were awarded funds. The grantee must provide evidence of attainment of the plan or detailed explanations for not meeting any of the planned activities or expenditures. These first reports will be due January 31, 2024. The second reports will be due January 31, 2025. Failure to make progress in meeting the planned activities and expenditures will result in a recommendation to the State Board of Education (SBE) that the Local Education Agency (LEA) not receive funding in the next grant cycle and/or the requirement that the LEA remit all or part of the grant funds awarded.

At the end of each grant term awardees will be expected to generate the following deliverables:

B. Data aligned with the quality indicators described in the California State Plan for CTE and by the Perkins IV or its successor. The data to be reported includes all of the following:

i. The high school cohort graduation rate as collected through California Longitudinal Pupil Achievement Data System (CALPADS)
ii. The number of pupils completing CTE coursework as collected through CALPADS (data must be entered into the CALPADS by July 31 for each grant term)
iii. The number of pupils meeting academic and career-readiness standards as defined in the College/Career Indicator associated with the California School Dashboard as determined by the College Career Indicator Office
iv. The number of pupils obtaining an industry-recognized credential, certificate, license, or other measure of technical skill attainment as collected by local survey
v. The number of former pupils employed and the types of businesses in which they are employed as collected by local survey
vi. The number of formal pupils enrolled in any of the following: a post-secondary educational institution; a state apprenticeship program; a form of job training other than a state apprenticeship program as collected by local survey.

C. An end-of-year narrative report which addresses the success of the high-quality CTE plan for which *CTEIG* funds were awarded. The grantee must provide evidence of plan completion or detailed explanations for not meeting any of the planned activities or expenditures.

D. An end-of-year fiscal expenditure claims report including matching funds and their sources. This final report must be submitted to the CDE by January 31, 2025.

VI. Additional Provisions

1. This agreement is entered into by the duly authorized officials of each respective party.
2. It is understood by both parties that each will fulfill its responsibility under the MOU in accordance with the provisions of law and regulations that govern their activities.
3. Nothing in this agreement is intended to negate or otherwise render ineffective any previous agreements.
4. If at any time either party is unable to complete their responsibilities under this agreement, the affected party shall immediately provide written notice to the other party to establish a date for mutual termination of the agreement.
5. This MOU constitutes the entire agreement hereto with respect to the subject matter.
6. No amendment, modification or alteration in the terms of the MOU shall be binding on either party unless submitted in writing.
7. This MOU may be amended by the mutual written consent of the parties.

As evidenced by the following authorized signatures, each party agrees to the conditions set forth in this MOU:

Anaheim Union High School District

Name/Title: Dr. Jaron Fried, Assistant Superintendent, Ed. Division

Authorized Signature: _____ Date: 2/17/23

North Orange County Regional Occupational Program

Name/Title: Kelly Kennedy, Ed.D. / Assistant Superintendent, Educational Services

Authorized Signature: Kelly Kennedy Date: 1/11/2023

AGREEMENT FOR
THE PROVISION OF INSTRUCTIONAL PROGRAMS
SOCIAL WORK

This Agreement is entered into by and between the State of California acting through the Trustees of the California State University on behalf of **CALIFORNIA STATE UNIVERSITY, FULLERTON**, hereinafter called the ("UNIVERSITY") and **ANAHEIM UNION HIGH SCHOOL DISTRICT**, hereinafter called the ("AGENCY"). The parties may be referred to collectively as the "Parties" and singularly as a "Party".

WITNESSETH:

WHEREAS, the UNIVERSITY has established approved programs of special training for a Master's in Social Work, hereinafter referred to as "the Program"; and

WHEREAS, the Program requires facilities where students can obtain the learning experience required in the curriculum; and

WHEREAS, the AGENCY has the setting and equipment needed by Program trainees as part of their practical learning experience; and

WHEREAS, it is in the best interest of the AGENCY to enter into the Agreement as herein set forth.

NOW THEREFORE in consideration of the foregoing and of the mutual promises set forth herein, the UNIVERSITY and the AGENCY agree as follows:

1.0 RESPONSIBILITIES OF THE AGENCY

1.1 The AGENCY will provide assigned student(s) field practicum experience in accord with an individual learning contract developed in line with goals and objectives established by the UNIVERSITY. It is understood that in no case shall students replace regular staff.

1.2 The AGENCY will designate a qualified individual to coordinate each student's learning experience in the Program. That person will be known as the Task Supervisor. The Task Supervisor will hold a supervisory position within the agency and will have at least two years of supervisory experience. The Task Supervisor will coordinate between responsible UNIVERSITY faculty and designated AGENCY personnel regarding the assignment of students to specific cases and experiences, including selected conferences, clinics, courses, and programs conducted under the aegis of the AGENCY. The Task Supervisor will assist each student in developing an individualized learning agreement consistent with UNIVERSITY guidelines. The Task Supervisor will coordinate with the UNIVERSITY'S assigned Field Instructor. The AGENCY will designate and submit in writing to the UNIVERSITY the name and professional and academic credentials of the Task Supervisor. The AGENCY will notify the UNIVERSITY in writing of any change or proposed changed of the Task Supervisor.

1.3 The AGENCY will permit, upon reasonable request, the inspection of facilities by organizations charged with responsibility for accreditation of the UNIVERSITY. The AGENCY will allow the UNIVERSITY'S assigned Field Instructor to view all documents to which assigned students have access in the course of the field practicum experience

1.4 The AGENCY will recommend to the UNIVERSITY the withdrawal of a Program student if: (a) the achievement, progress, adjustment, or health of the student does not

warrant continuation at the AGENCY, or (b) the behavior of the student fails to conform to the applicable regulations or policies of the AGENCY.

1.5 The AGENCY reserves the right, exercisable in it discretion after consultation with the UNIVERSITY, to exclude any student from its premises in the event that such Student's conduct or state of health is deemed objectionable or detrimental to the proper administration of the AGENCY.

1.6 The AGENCY shall provide adequate workspace, supplies, and equipment necessary to fulfill the requirements of the learning contract.

1.7 The AGENCY shall provide necessary emergency care or first aid for injuries occurring at the AGENCY to a UNIVERSITY participant under this program and, except as herein provided, AGENCY will have no obligation to furnish medical or surgical care to any student.

1.8 The AGENCY will provide the UNIVERSITY with access to the written regulations that will govern the student's activities and behavior while at the AGENCY.

1.9 The AGENCY will maintain records and reports on each student's performance as specified by the UNIVERSITY and will provide an evaluation to the UNIVERSITY on forms provided by the UNIVERSITY.

1.10 The AGENCY will ensure that student(s) exposed to hazardous substances or infectious diseases at the AGENCY will be managed according to the policy of the AGENCY. AGENCY agrees to notify the UNIVERSITY'S Student Health Services of the occurrence of such exposure to UNIVERSITY student(s).

1.11 The AGENCY will ensure that each student who is likely, in the course of signed field practicum experiences, to be exposed to potentially hazardous or infectious materials has had instruction in protective practices and procedures for decontamination in case of exposure.

2.0 RESPONSIBILITIES OF THE UNIVERSITY

2.1 The UNIVERSITY will withdraw a student from the Field Practicum at the AGENCY if, after consultation in accord with paragraph 1.5, the UNIVERSITY determines such action to be warranted.

2.2 The University will provide each UNIVERSITY student assigned to AGENCY information about the field education component of the curriculum and the responsibilities of each participant in field education.

2.3 The UNIVERSITY will provide the AGENCY with a description of the UNIVERSITY program, curriculum, and objectives to be achieved at the AGENCY.

2.4 The UNIVERSITY will inform all students of their responsibility to abide by the policies of the AGENCY while working under the auspices of the AGENCY. UNIVERSITY students shall be expected to conduct themselves in a professional manner, and their attire and appearance will conform to the accepted standard of the AGENCY.

2.5 The UNIVERSITY will assure that each student is covered by health and liability (malpractice) insurance.

2.6 The UNIVERSITY will assign to the AGENCY only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum.

2.7 The UNIVERSITY will assign a faculty member as the field liaison for each UNIVERSITY student assigned to the AGENCY. The field liaison will coordinate implementation of the UNIVERSITY field practicum program in the AGENCY.

2.8 The UNIVERSITY agrees that each UNIVERSITY student participating in the field practicum is subject to drug/alcohol screening policy in effect at AGENCY during the time of the field practicum placement. Positive drug/alcohol test results will be submitted to the UNIVERSITY Program Director for action according to UNIVERSITY Policy.

2.9 The UNIVERSITY will require each UNIVERSITY student to comply with AGENCY'S pre-service screening requirements, e.g. Department of Justice clearance, TB testing, etc., if any.

2.10 The UNIVERSITY will provide an annual orientation and training for AGENCY'S assigned Task Supervisor and will provide such consultation and training as necessary to fulfill the terms of this agreement.

2.11 The UNIVERSITY will provide AGENCY'S assigned Task Supervisor with access to UNIVERSITY'S library facilities.

2.12 The UNIVERSITY will provide a Field Instructor who will be responsible for and will control the quality of the social work services provided by the assigned student(s) and who will provide at least one and one-half hour of face-to-face individual supervision each week to each student.

3.0 RESERVATION OF RIGHTS WITH RESPECT TO PLACEMENT OF STUDENTS

The UNIVERSITY reserves the right to withhold placement of students depending on the number of students who require field practicum placements, the educational needs of students, and the availability of AGENCY facilities and personnel to provide a satisfactory field placement experience.

4.0 DEPARTMENTAL LETTER AGREEMENTS AUTHORIZED

Recognizing that the specific nature of the Field Practicum experience may vary, it is agreed by the UNIVERSITY and the AGENCY, upon execution of this Agreement and within the scope of its provisions, the parties will meet and confer on the nature of practical experience to formalize operational detail of the Field Practicum. All parties will sign and adhere to any Departmental Letter Agreements developed to implement this agreement.

5.0 COMPENSATION

Neither party to this Agreement shall be obligated to pay any monetary compensation to the other.

6.0 INSURANCE

6.1 The State of California has elected to be self-insured for its general liability, worker's compensation, professional liability, motor vehicle liability, and property exposures through an annual appropriation from the General Fund. As a State agency, the California State University, Office of the Chancellor, the Trustees, and its system of campuses are included in this self-insured program.

The Office of Risk Management in the Chancellor's Office administers the general liability, workers' compensation, property, and professional liability programs. The State Office of Risk and Insurance Management administers the motor vehicle liability program.

Under this form of insurance, the State and its employees (as defined in Section 810.2 of the Government Code) are insured for any tort liability that may develop through carrying out official activities, including state official operations on non-state owned property.

Should any claims arise by reason of such operations or under an official contract or license agreement, they should be referred to the California State University, Office of Risk Management, 401 Golden Shore, 5th Floor, Long Beach, CA 90802-4210.

6.2 Student Insurance. The California State University Risk Management Authority maintains a Student Professional Liability Insurance Program (SPLIP).

Coverage is provided on a "claims-made" basis for claims which are both made against the Insured during the Policy Period and reported to the Carrier as soon as practicable, but not later than three (3) years after the Policy Period for claims arising from Professional Services which are rendered or Incidents which occurred during the Policy Period.

Insureds include CSU students enrolled in required credited coursework in addition to employees, faculty and staff of the CSU. Affiliate institutions to whom the University is obligated by written agreement to provide such coverage are included as additional insureds.

Coverage includes General, Professional, & Educator's Errors and Omissions Liability. Coverage limits are one million ($1,000,000) each loss and three million ($3,000,000) aggregate for all

6.3 AGENCY Insurance. AGENCY shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts that are reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by its employees. Coverage under such professional and commercial general liability insurance shall be not less than one million dollars ($1,000,000) for each occurrence and three million dollars ($3,000,000) in the aggregate. Such coverage is to be obtained from a carrier rated A or better by AM Best or a qualified program of self-insurance. AGENCY shall also maintain and provide evidence of workers' compensation and disability coverage for its employees as required by law. AGENCY shall provide University with evidence of the insurance coverage required by this paragraph, which shall provide for not less than thirty (30) days notice of cancellation to University. AGENCY shall promptly notify University of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

It should be expressly understood, however, that the coverage required under this Section shall not in any way limit the liability of the UNIVERSITY.

6.4 Each Party has the right to request, and agrees to provide upon request, documentation of such coverage(s) and to include naming each Party as additional insured.

7.0 INDEMNIFICATION.

7.1 The University agrees to defend all claims of loss, and indemnify and hold harmless the Agency and its officers, agents and employees from any and all liability for personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligent acts or omissions or willful misconduct of the University or its employees, officers, or volunteers in the performance of this Agreement.

7.2 The Agency agrees to defend all claims of loss, and indemnify, and hold harmless the State of California, the Trustees of the California State University, California State University, Fullerton and their officers, agents, volunteers and employees from any and all liability for personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligent acts or omissions or willful misconduct of the Agency or its employees, agents or volunteers in the performance of this Agreement.

8.0 NONDISCRIMINATION

The AGENCY and the UNIVERSITY agree that neither will discriminate against a beneficiary of services provided by the AGENCY in the performance of this Agreement or against any individual on the basis of age, sex, race, color, religious belief, national origin, or physical handicap.

9.0 TERM/TERMINATION

This term of this Agreement shall be effective upon execution and shall continue for five (5) years. Either party may terminate this Agreement upon thirty (30) days written notice by one party to the other, PROVIDED, HOWEVER, that in no event shall termination take effect with respect to currently enrolled students, who shall be permitted to complete their training for any semester in which termination would otherwise occur. The notice required under this clause shall be sent by certified registered mail.

10.0 INDEPENDENT CONTRACTOR STATUS

The parties hereby acknowledge that they are independent contractors. In no event shall this Agreement be construed as establishing a partnership, joint venture, or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other. The AGENCY and the UNIVERSITY shall be liable for their own debts, obligations, acts and omissions, including the payment of all required withholding, social security, and other taxes or benefits. No student shall look to AGENCY for any salaries, insurance, or other benefits.

11.0 CONFIDENTIALITY

The UNIVERSITY will require students to maintain the confidentiality of client information obtained during the field practicum experience at the AGENCY. All information obtained from clients, their records, or computerized data is to be held in confidence, and no copies of client records shall be made unless identifying information is first deleted and AGENCY permission is obtained. The UNIVERSITY shall prohibit students and supervising faculty members from identifying patients in papers, reports, or case studies without first obtaining permission of the AGENCY and the client, utilizing the confidentiality policies and procedures of the AGENCY.

12.0 NON-ASSIGNMENT AND SUBCONTRACTING

This Agreement shall not be assigned or transferred by a party without the written approval of the other party. This Agreement shall constitute the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreement, oral and written relating hereto.

13.0 NOTICES

Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below.

UNIVERSITY:
Contracts & Procurement
California State University Fullerton
2600 East Nutwood Avenue, Suite 300
Fullerton, CA 92831

AGENCY:
Anaheim Union High School District
501 North Crescent Way
Anaheim, CA 92801

IN WITNESS THEREOF, the authorized representative of the parties have made and executed this Agreement the day and year first written above.

CALIFORNIA STATE UNIVERSITY, FULLERTON
CONTRACTS AND PROCUREMENT

By: Angela Warren

Name: Angela Warren

Title: Buyer III

Date: 1/26/23

ANAHEIM UNION
HIGH SCHOOL DISTRICT

By: _____

Name: Dr. Jaron Fried

Title: Assistant Superintendent, Ed. Division

Date: 2/17/23

Instructional Materials Submitted for Adoption
Thursday, February 16, 2023
January 20, 2023-February 16, 2023

Curriculum	Basic/ Suppl.	Course Name (Number)	Grade	Title	Publisher
Dual Enrollment	Basic	Intro to Hospitality Careers (CE5032)	9-12	*Introduction to Hospitality Management*	Wiley
Dual Enrollment	Basic	Sanitation & Safety (CE5033)	9-12	*ServSafe Manager*	National Restaurant Association

Instructional Materials Submitted for Display
Thursday, February 16, 2023
February 17, 2023- March 7, 2023

Curriculum	Basic/ Suppl.	Course Name (Number)	Grade	Title	Publisher
English Language Arts	Suppl.	English 7P (EN701)	7	*Breaking Through*	Clarion Books

Field Trip Report

Board of Trustees February 16, 2023

1. Savanna High School: Global Leadership and Language Academy at Savanna (Dual Immersion Program) (15 students- 6 male, 9 female)
   Adviser/Lead Chaperone: Juan Villa (male)
   Chaperones: Gabriela Moreno (female) and Araceli Portillo (female)

   To: Costa Rica
   Dates: March 13, 2023 to March 21, 2023
   Purpose: Students participating in this cultural and historical trip will not only meet the California State Standards in Foreign Language, and the 5C's, but also will learn first-hand about the importance of Costa Rica in Latin America and the world.
   Expenses: Parent/Student- registration, meals, transportation, accommodations
   Site Funds- substitutes

   Number of school days missed for this trip: 7
   Number of school days missed previously: 0
   Total number of days missed by this group: 7

2. Oxford Academy: Forestry Challenge Team (6 students- 4 male, 2 female)
   Adviser/Lead Chaperone: Robert Nguyen (male)
   Chaperone: Shirley Tran (female)

   To: Camp Sylvester, Pinecrest, CA
   Dates: April 20, 2023 to April 22, 2023
   Purpose: To compete in the Forestry Challenge Championship and learn about forestry careers
   Expenses: Outside Source-registration, meals, transportation, accommodations
   Site Funds- transportation, substitutes

   Number of school days missed for this trip: 2
   Number of school days missed previously: 0
   Total number of days missed by this group: 2

ANAHEIM UNION HIGH SCHOOL DISTRICT
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME)
2022/2023 SALARY SCHEDULE
Effective 7/1/2022 - BOT Approved - 1/19/2023 - Revised - 2/16/23

EXHIBIT BBB

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
41	FOOD SERVICE ASSISTANT I	3252.00	3383.00	3524.00	3660.00	3804.00	3961.00	4036.00	4119.00	4202.00	4284.00	Monthly
		18.46	19.19	20.03	20.79	21.61	22.53	22.94	23.41	23.86	24.33	Hourly
48	AUDITORIUM OPERATIONS ASSISTANT CUSTODIAN EVENT/FACILITY ATTENDANT	3947.00	4103.00	4252.00	4430.00	4598.00	4787.00	4859.00	4973.00	5067.00	5151.00	Monthly
		22.42	23.32	24.17	25.17	26.14	27.21	27.59	28.25	28.78	29.30	Hourly
49	ATHLETIC FACILTIES WORKER I FOOD SERVICE ASSISTANT II GROUNDS MAINTENANCE WORKER	3958.00	4118.00	4272.00	4450.00	4631.00	4817.00	4906.00	5011.00	5106.00	5203.00	Monthly
		22.49	23.41	24.27	25.27	26.29	27.39	27.86	28.47	29.02	29.60	Hourly
50	FOOD SERVICE ASSISTANT III SENIOR CUSTODIAN	4115.00	4275.00	4431.00	4611.00	4789.00	4978.00	5067.00	5170.00	5266.00	5365.00	Monthly
		23.37	24.29	25.19	26.19	27.23	28.29	28.78	29.39	29.89	30.48	Hourly
51	FOOD SERVICE ASSISTANT IV FOOD SERVICE PRODUCTION ASST WAREHOUSE WORKER-CENTRAL SERVICES WAREHOUSE WORKER-FOOD SERVICE	4154.00	4316.00	4497.00	4671.00	4861.00	5052.00	5148.00	5263.00	5359.00	5476.00	Monthly
		23.60	24.54	25.53	26.55	27.60	28.71	29.29	29.88	30.47	31.10	Hourly
52	ATHLETIC FACILITIES WORKER II FOOD SERVICE ASSISTANT III-BILING	4184.00	4366.00	4531.00	4699.00	4906.00	5102.00	5202.00	5298.00	5409.00	5521.00	Monthly
		23.76	24.83	25.75	26.71	27.86	28.99	29.59	30.10	30.75	31.38	Hourly
53A		4256.00	4423.00	4608.00	4789.00	4983.00	5178.00	5278.00	5392.00	5494.00	5613.00	Monthly
		24.18	25.15	26.17	27.22	28.30	29.43	30.02	30.62	31.23	31.89	Hourly
53	AUDITORIUM OPERATIONS TECHNICIAN EQUIPMENT OPERATOR MAINTENANCE SERVICE WORKER TECHNOLOGY SERVICES ASSISTANT	4366.00	4533.00	4714.00	4903.00	5104.00	5309.00	5409.00	5521.00	5626.00	5742.00	Monthly
		24.83	25.76	26.79	27.84	29.01	30.15	30.75	31.38	31.98	32.63	Hourly
54		4472.00	4646.00	4834.00	5027.00	5233.00	5440.00	5545.00	5657.00	5769.00	5886.00	Monthly
		25.81	26.82	27.89	29.01	30.19	31.40	31.98	32.63	33.26	33.97	Hourly
55	BUS DRIVER FOOD SERVICES PRODUCTION CENTER LEAD HEAVY EQUIPMENT OPERATOR INVENTORY CONTROL SPECIALIST SR EQUIPMENT OPERATOR SR WAREHOUSE WORKER-CENT WHSE SR WAREHOUSE WORKER-FOOD SERV	4580.00	4761.00	4951.00	5148.00	5357.00	5571.00	5678.00	5794.00	5909.00	6031.00	Monthly
		26.06	27.05	28.13	29.29	30.46	31.65	32.27	32.92	33.58	34.28	Hourly
56		4699.00	4879.00	5076.00	5278.00	5491.00	5709.00	5822.00	5942.00	6060.00	6184.00	Monthly
		27.12	28.16	29.29	30.45	31.68	32.93	33.60	34.28	34.96	35.67	Hourly

ANAHEIM UNION HIGH SCHOOL DISTRICT
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME)
2022/2023 SALARY SCHEDULE
Effective 7/1/2022 - BOT Approved - 1/19/2023 - Revised - 2/16/23

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
57	ATHLETIC FACILITIES TECHNICIAN DRIVER INSTRUCTOR IRRIGATION SYSTEMS TECHNICIAN INTEGRATED PEST MANAGEMENT MAINTENANCE GLAZIER MAINTENANCE PAINTER POOL MAINTENANCE TECHNICIAN TECHNOLOGY SERVICES TECHNICIAN	4816.00	4997.00	5200.00	5406.00	5622.00	5845.00	5968.00	6089.00	6209.00	6332.00	Monthly
		27.39	28.38	29.58	30.74	31.97	33.21	33.90	34.61	35.28	36.01	Hourly
58		4931.00	5125.00	5330.00	5544.00	5764.00	5994.00	6117.00	6240.00	6363.00	6488.00	Monthly
		28.45	29.58	30.75	31.97	33.25	34.58	35.28	36.01	36.72	37.42	Hourly
59	ASSISTANT MECHANIC ELECTRONICS TECHNICIAN EQUIPMENT REPAIR MECHANIC GRAPHIC ARTS TECHNICIAN MAINTENANCE CARPENTER MAINTENANCE FLOOR/PLASTER WORKER MAINTENANCE LOCKSMITH MAINTENANCE PLUMBER OFFSET PRESS OPERATOR SHOP EQUIPMENT REPAIR TECHNICIAN TRANSPORTATION DISPATCHER	5049.00	5252.00	5458.00	5676.00	5905.00	6141.00	6264.00	6391.00	6518.00	6645.00	Monthly
		28.70	29.84	31.01	32.26	33.57	34.89	35.60	36.32	37.05	37.76	Hourly
60	TECHNOLOGY SERVICES TECHNICIAN II	5173.00	5383.00	5593.00	5819.00	6057.00	6293.00	6420.00	6549.00	6680.00	6812.00	Monthly
		29.84	31.05	32.27	33.58	34.94	36.32	37.04	37.78	38.55	39.30	Hourly
61	AUDIO-VISUAL TECHNICIAN INSTRUMENT REPAIR TECHNICIAN MAINTENANCE ELECTRICIAN MAINTENANCE WELDER-FABRICATOR MECHANIC TRANSPORTATION OPERATIONS SPEC	5298.00	5512.00	5729.00	5963.00	6206.00	6444.00	6575.00	6707.00	6840.00	6980.00	Monthly
		30.10	31.34	32.55	33.87	35.26	36.62	37.34	38.11	38.88	39.66	Hourly
62A		5429.00	5649.00	5872.00	6112.00	6360.00	6604.00	6739.00	6875.00	7012.00	7155.00	Monthly
		30.86	32.13	33.35	34.71	36.16	37.55	38.29	39.06	39.84	40.65	Hourly
62		5521.00	5748.00	5977.00	6216.00	6461.00	6724.00	6864.00	7002.00	7149.00	7287.00	Monthly
		31.38	32.65	33.94	35.33	36.72	38.21	39.00	39.78	40.63	41.42	Hourly
63	GRAPHIC PRODUCTION SPECIALIST SR GRAPHIC ARTS TECHNICIAN	5567.00	5784.00	6016.00	6263.00	6512.00	6767.00	6906.00	7043.00	7185.00	7331.00	Monthly
		31.63	32.89	34.21	35.56	36.98	38.46	39.25	40.02	40.83	41.67	Hourly
64	FOOD SERVICE EQUIPMENT TECHNICIAN HVAC ENERGY MAINT CONT SYS TECH	5709.00	5938.00	6174.00	6421.00	6678.00	6943.00	7083.00	7224.00	7369.00	7515.00	Monthly
		32.93	34.25	35.62	37.04	38.52	40.04	40.86	41.69	42.51	43.36	Hourly

ANAHEIM UNION HIGH SCHOOL DISTRICT
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME)
2022/2023 SALARY SCHEDULE
Effective 7/1/2022 - BOT Approved - 1/19/2023 - Revised - 2/16/23

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
67	NETWORK TECHNICIAN	6135.00	6382.00	6633.00	6903.00	7177.00	7463.00	7613.00	7766.00	7917.00	8081.00	Monthly
		34.85	36.26	37.69	39.23	40.78	42.41	43.25	44.13	44.99	45.91	Hourly

Each longevity step stands on its own and is not cumulative nor compounded. Longevity:
2% plus $618 after ten (10) years of service with AUHSD
4% plus $1839 additional after fifteen (15) years of service with AUHSD
7% plus $3,386 additional after twenty (20) years of service with AUHSD
10% plus $4,416 additional after twenty-five (25) years of service with AUHSD
12% plus $4,716 additional after thirty (30) years of service with AUHSD

Percentages and flat rates stand alone. They are not added together or compounded.

Bilingual stipend and Nightwork differential: $161.00
Custodial Night Shift Differential: $58
Transportation Dispatch Stipend: $323

ANAHEIM UNION HIGH SCHOOL DISTRICT
CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION (CSEA)
2021/2022 SALARY SCHEDULE
Effective 7/1/21 - BOT Approved 5/5/22 - Revised 2/16/23

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
41	CAMPUS SAFETY AIDE	3011.00	3132.00	3263.00	3389.00	3522.00	3668.00	3737.00	3814.00	3891.00	3967.00	Monthly
		17.09	17.78	18.55	19.24	20.02	20.84	21.25	21.66	22.09	22.53	Hourly
43	INSTR ASSISTANT	3160.00	3292.00	3428.00	3561.00	3703.00	3857.00	3930.00	4004.00	4086.00	4168.00	Monthly
	INSTR ASSISTANT-SPECIALIZED ACADEMIC INSTR OFFICE ASSISTANT PUBLIC INFORMATION ASSISTANT	17.96	18.71	19.47	20.22	21.04	21.91	22.34	22.75	23.22	23.67	Hourly
47	COMPUTER LAB ASSISTANT	3484.00	3627.00	3766.00	3927.00	4079.00	4242.00	4327.00	4413.00	4505.00	4587.00	Monthly
	INSTR ASST - BILINGUAL (SPANISH) INSTR ASST - BILINGUAL (VIETNAMESE) INSTR ASST - BILINGUAL (KOREAN) INSTR ASST - BILINGUAL (ARABIC) INSTR ASST - BILINGUAL (ROMANIAN) INSTR ASST - SPEC ACADEMIC INSTRUCT/BILINGUAL INSTR ASST - STUDENT/PARENT LIAISON/BILINGLUAL OFFICE ASSISTANT/BILINGUAL SCHOOL COMMUNITY LIAISON	19.78	20.61	21.38	22.30	23.18	24.14	24.58	25.06	25.60	26.09	Hourly
49		3665.00	3813.00	3956.00	4120.00	4288.00	4460.00	4543.00	4640.00	4728.00	4818.00	Monthly
		20.82	21.66	22.47	23.40	24.35	25.36	25.81	26.37	26.87	27.40	Hourly
51	CHILD WELFARE & ATTENDANCE LIAISON	3846.00	3996.00	4164.00	4325.00	4501.00	4678.00	4767.00	4873.00	4962.00	5070.00	Monthly
	COLLEGE & CAREER READINESS SPECIALIST DISTRICT RECEPTIONIST FACILITIES PLANNING ASSISTANT HEALTH SERVICES TECHNICIAN I INSTR ASST - ADULT TRANSITION INSTR ASST - BEHAVIORAL SUPPORT INSTR ASST - MATHEMATICS INSTR ASST - MEDICALLY FRAGILE/ORTHO IMPAIRED INSTR ASST - SPECIAL ABILITIES INSTR ASST - DEAF/HARD OF HEARING INSTR ASST - VISUALLY IMPAIRED INSTRUCTIONAL MATERIALS TECHNICIAN LANGUAGE TESTING ASSISTANT PUBLICATIONS TECHNICIAN SCHOOL LIBRARY/MEDIA TECHNICIAN SECRETARY - ATTENDANCE SECRETARY - PROGRAM SUPPORT SECRETARY - REGISTRAR/RECORDS SECRETARY - SCHOOL SUPPORT WORKABILITY PLACEMENT ASSISTANT	21.85	22.73	23.65	24.57	25.59	26.59	27.10	27.67	28.20	28.80	Hourly
53	SECRETARY-BILINGUAL/ATTENDANCE	4043.00	4197.00	4365.00	4540.00	4726.00	4916.00	5008.00	5112.00	5209.00	5317.00	Monthly
	SECRETARY-BILINGUAL/PROGRAM SUPPORT SECRETARY-BILINGUAL/REGISTRAR-RECORDS SECRETARY-BILINGUAL/SCHOOL SUPPORT TRANSLATOR	22.97	23.85	24.81	25.80	26.86	27.92	28.47	29.06	29.60	30.22	Hourly

ANAHEIM UNION HIGH SCHOOL DISTRICT
CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION (CSEA)
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Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
54		4153.00	4327.00	4501.00	4689.00	4875.00	5074.00	5172.00	5283.00	5386.00	5503.00	Monthly
		23.61	24.58	25.59	26.63	27.68	28.81	29.41	30.02	30.62	31.27	Hourly
55	ASB ACCOUNT TECHNICIAN	4241.00	4408.00	4584.00	4767.00	4960.00	5158.00	5257.00	5365.00	5471.00	5584.00	Monthly
	BRAILLE TRANSCRIBER INFORMATION SYSTEMS TECHNICIAN JOB DEVELOPER / JOB COACH (until 5/10/22) LICENSED VOCATIONAL NURSE	24.13	25.05	26.05	27.10	28.20	29.31	29.88	30.48	31.08	31.73	Hourly
56		4351.00	4518.00	4700.00	4887.00	5084.00	5286.00	5391.00	5502.00	5611.00	5726.00	Monthly
57	ACCOUNTING TECHNICIAN	4459.00	4627.00	4815.00	5006.00	5206.00	5412.00	5526.00	5638.00	5749.00	5863.00	Monthly
	ADMINISTRATIVE ASSISTANT BENEFITS TECHNICIAN BUSINESS TECHNICAN CREDENTIALS TECHNICIAN HUMAN RESOURCES TECHNICIAN PAYROLL TECHNICIAN RISK MANAGEMENT TECHNICIAN SPEECH LANGUAGE PATHOLOGY ASSISTANT	25.34	26.28	27.39	28.46	29.57	30.75	31.39	32.05	32.67	33.32	Hourly
58	ATHLETIC TRAINER	4,567.00	4,745.00	4,935.00	5,132.00	5,337.00	5,550.00	5,664.00	5,778.00	5,892.00	6,008.00	Monthly
		25.96	26.96	28.06	29.17	30.33	31.54	32.18	32.84	33.49	34.14	
59	ADMINISTRATIVE ASSISTANT BILINGUAL	4675.00	4863.00	5054.00	5256.00	5468.00	5686.00	5800.00	5918.00	6035.00	6153.00	Monthly
	FAMILY & COMMUNITY ENGAGEMENT SPECIALIST INFORMATION SYSTEMS SPECIALIST I LANGUAGE PROGRAM TECHNICIAN LEGAL ADMINISTRATIVE ASSISTANT SR ACCOUNTING TECHNICIAN SR BUDGET TECHNICIAN SR ADMINISTRATIVE ASSISTANT PROGRAM SUPPORT SR ADMINISTRATIVE ASSISTANT SCHOOL SUPPORT SR ADMINISTRATIVE PROCUREMENT ASSISTANT SR CREDENTIAL TECHNICIAN SR PAYROLL TECHNICIAN WORKABILITY PLACEMENT SPECIALIST (eff. 5/11/22)	26.57	27.64	28.72	29.87	31.07	32.31	32.96	33.63	34.31	34.96	Hourly
60	SIGN LANGUAGE INTERPRETER	4,790.00	4,983.00	5,179.00	5,388.00	5,607.00	5,826.00	5,944.00	6,064.00	6,184.00	6,308.00	Monthly
		27.22	28.32	29.44	30.62	31.86	33.11	33.77	34.47	35.16	35.84	
61	FOOD SERVICE TECHNICIAN	4906.00	5104.00	5305.00	5521.00	5746.00	5967.00	6088.00	6210.00	6333.00	6463.00	Monthly
	SR ADMIN ASST SCHOOL SUPPORT/BILINGUAL SR ADMIN ASST PROGRAM SUPPORT/BILINGUAL	27.87	29.00	30.15	31.36	32.65	33.91	34.58	35.30	36.01	36.72	Hourly
62	ASSESSMENT/EVALUATION TECHNICIAN	5112.00	5322.00	5534.00	5756.00	5982.00	6226.00	6356.00	6483.00	6619.00	6747.00	Monthly
	BENEFITS SPECIALIST PARENT INVOLVEMENT SPECIALIST	29.06	30.23	31.43	32.71	34.00	35.38	36.11	36.83	37.62	38.35	Hourly

ANAHEIM UNION HIGH SCHOOL DISTRICT
CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION (CSEA)
2021/2022 SALARY SCHEDULE
Effective 7/1/21 - BOT Approved 5/5/22 - Revised 2/16/23

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
63		5155.00	5356.00	5570.00	5799.00	6030.00	6266.00	6394.00	6521.00	6653.00	6788.00	Monthly
	BEHAVIOR INTERVENTION SPECIALIST BUYER FOOD SERVICE ACCOUNTING SPECIALIST MEDI-CAL BILLING SPECIALIST	29.75	30.89	32.14	33.46	34.79	36.15	36.90	37.63	38.38	39.15	Hourly
64	WEBMASTER	5,285.00	5,494.00	5,714.00	5,946.00	6,181.00	6,427.00	6,557.00	6,687.00	6,822.00	6,960.00	Monthly
		30.25	31.42	32.69	34.03	35.4	36.77	37.53	38.27	39.04	39.83	Hourly
65	ART DESIGNER	5415.00	5632.00	5858.00	6092.00	6333.00	6590.00	6720.00	6855.00	6992.00	7132.00	Monthly
		30.75	31.95	33.23	34.60	36.00	37.39	38.16	38.91	39.69	40.51	Hourly
66	PROCUREMENT CONTRACT SPECIALIST SENIOR BUYER	5564.00	5786.00	6019.00	6259.00	6509.00	6769.00	6907.00	7044.00	7183.00	7326.00	Monthly
68	INFORMATION SYSTEMS ANALYST	5861.00	6094.00	6340.00	6594.00	6858.00	7132.00	7275.00	7420.00	7568.00	7718.00	Monthly
75	NETWORK ANALYST PROGRAMMER ANALYST	6904.00	7175.00	7469.00	7767.00	8078.00	8400.00	8564.00	8734.00	8913.00	9090.00	Monthly
		39.24	40.77	42.42	44.14	45.90	47.72	48.63	49.62	50.66	51.67	Hourly
76	SYSTEMS ADMINISTRATOR	7255.00	7539.00	7839.00	8153.00	8476.00	8820.00	8992.00	9176.00	9365.00	9549.00	Monthly
		41.22	42.85	44.55	46.32	48.15	50.10	51.10	52.12	53.20	54.24	Hourly

Unit members will be eligible for long service recognition (longevity) upon the completion of ten (10) years of service in the Anaheim Union High School District under the following plan:
Each longevity step stands on its own and is not cumulative nor compounded. Longevity:
2% plus $572 after ten (10) years of service with AUHSD
4% plus $1703 additional after fifteen (15) years of service with AUHSD
7% plus $3,135 additional after twenty (20) years of service with AUHSD
10% plus $4,089 additional after twenty-five (25) years of service with AUHSD
12% plus $4,089 additional after thirty (30) years of service with AUHSD

Percentages and flat rates stand alone. They are not added together or compounded.

Bilingual stipend and Nightwork differential: $149.00

LS Lozano Smith
ATTORNEYS AT LAW

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is effective February 17, 2023, between the ANAHEIM UNION HIGH SCHOOL DISTRICT ("Client") and the law firm of LOZANO SMITH, LLP ("Attorney") (each a "Party" and collectively the "Parties"). Attorney shall provide legal services as requested by Client on the following terms and conditions:

1. ENGAGEMENT. Client hires Attorney on an as-requested basis as its legal counsel with respect to matters the Client refers to Attorney. When Client refers a matter to Attorney, Attorney shall confirm availability and ability to perform legal services regarding the matter. After Attorney has completed services for the specific matter referred by Client, then no continuing attorney-client relationship exists until Client requests further services and Attorney accepts a new engagement. If Attorney undertakes to provide legal services to represent Client in such matters, Attorney shall keep Client informed of significant developments and respond to Client's inquiries regarding those matters. Client understands that Attorney cannot guarantee any particular results, including the costs and expenses of representation. Client agrees to be forthcoming with Attorney, to cooperate with Attorney in protecting Client's interests, to keep Attorney fully informed of developments material to Attorney's representation of client, and to abide by this Agreement. Client is hereby advised of the right to seek independent legal advice regarding this Agreement.

2. RATES TO BE CHARGED. Client agrees to pay Attorney for services rendered based on the attached rate schedule. Agreements for legal fees on other-than-an-hourly basis may be made by mutual agreement for special projects (including as set forth in future addenda to this Agreement).

3. REIMBURSEMENT. Client agrees to reimburse Attorney for actual and necessary expenses and costs incurred in the course of providing legal services to Client, including but not limited to expert, consultant, mediation and arbitration fees. Attorney shall not be required to advance costs on behalf of Client over the amount of $1,000 unless otherwise agreed to in writing by Attorney. Typical expenses advanced for Client, without prior authorization, include messenger fees, witness fees, expedited delivery charges, travel expenses, court reporter fees and transcript fees. Client authorizes Attorney to retain experts or consultants to perform services.

4. MONTHLY INVOICES. Attorney shall send Client a statement for fees and costs incurred every calendar month (the "Statement"). Statements shall set forth the amount, rate and description of services provided. Client shall pay Attorney's Statements within thirty (30) calendar days after receipt. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) calendar days past due, not to exceed 10% per annum.

5. COMMUNICATIONS BETWEEN ATTORNEY AND CLIENT. The Parties recognize that all legal advice provided by Attorney is protected by the Attorney-Client and Work Product Privileges. In addition to regular telephone, mail and other common business communication

methods, Client hereby authorizes Attorney to use facsimile transmissions, cellular telephone calls and text, unencrypted email, and other electronic transmissions in communicating with Client. Unless otherwise instructed by Client, any such communications may include confidential information.

6. POTENTIAL AND ACTUAL CONFLICTS OF INTEREST. If Attorney becomes aware of any potential or actual conflict of interest between Client and one or more other clients represented by Attorney, Attorney will comply with applicable laws and rules of professional conduct.

7. INDEPENDENT CONTRACTOR. Attorney is an independent contractor and not an employee of Client.

8. TERMINATION.

a. Termination by Client. Client may discharge Attorney at any time, with or without cause, by written notice to Attorney.

b. Termination by Mutual Consent or by Attorney. Attorney may terminate its services at any time with Client's consent or for good cause. Good cause exists if (a) Client fails to pay Attorney's Statement within sixty (60) calendar days of its date, (b) Client fails to comply with other terms of this Agreement, including Client's duty to cooperate with Attorney in protecting Client's interests, (c) Client has failed to disclose material facts to Attorney or (d) any other circumstance exists that requires termination of this engagement under the ethical rules applicable to Attorney. Additionally, to the extent allowed by law, Attorney may decline to provide services on new matters or may terminate the Agreement without cause upon written notice to Client if Attorney is not then providing any legal services to Client. Even if this Agreement is not terminated, under paragraph 1 an attorney-client relationship exists only when Attorney is providing legal services to Client.

c. Following Termination. Upon termination by either Party: (i) Client shall promptly pay all unpaid fees and costs for services provided or costs incurred pursuant to this Agreement up to the date of termination; (ii) unless otherwise required by law or agreed to by the Parties, Attorney will provide no legal services following notice of termination; (iii) Client will cooperate with Attorney in facilitating the orderly transfer of any outstanding matters to new counsel, including promptly signing a substitution of counsel form at Attorney's request; and (iv) Client shall, upon request, be provided the Client's file maintained for the Client by Attorney and shall sign acknowledgment of receipt upon delivery of that file. For all Statements received by Client from Attorney prior to the date of termination, Client's failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services as shown in the Statement within thirty (30) calendar days of the date of termination shall be deemed Client's acceptance of and agreement with the Statement. For any billing appearing for the first time on a Statement received by Client from Attorney after the date of termination, failure to notify Attorney in writing of any disagreement with either the

services performed or the charges for those services within thirty (30) calendar days from receipt of the Statement shall be deemed to signify Client's acceptance of and agreement with the Statement.

9. MAINTENANCE OF INSURANCE. Attorney agrees that, during the term of this Agreement, Attorney shall maintain liability and errors and omissions insurance.

10. CONSULTANT SERVICES. Attorney works with professional consultants that provide services, including but not limited to, investigations, public relations, educational consulting, leadership mentoring and development, financial, budgeting, management auditing, board/superintendent/chancellor relations, administrator evaluation and best practices, and intergovernmental relations. Attorney does not share its legal fees with such consultants. Attorney may offer these services to Client upon request.

11. DISPUTE RESOLUTION.

a. Mediation. Except as otherwise set forth in this section, Client and Attorney agree to make a good faith effort to settle any dispute or claim that arises under this Agreement through discussions and negotiations and in compliance with applicable law. In the event of a claim or dispute, either Party may request, in writing to the other Party, to refer the dispute to mediation. This request shall be made within thirty (30) calendar days of the action giving rise to the dispute. Upon receipt of a request for mediation, both Parties shall make a good faith effort to select a mediator and complete the mediation process within sixty (60) calendar days. The mediator's fee shall be shared equally between Client and Attorney. Each Party shall bear its own attorney fees and costs. Whenever possible, any mediator selected shall have expertise in the area of the dispute and any selected mediator must be knowledgeable regarding the mediation process. No person shall serve as mediator in any dispute in which that person has any financial or personal interest in the outcome of the mediation. The mediator's recommendation for settlement, if any, is non-binding on the Parties. Mediation pursuant to this provision shall be private and confidential. Only the Parties and their representatives may attend any mediation session. Other persons may attend only with the written permission of both Parties. All persons who attend any mediation session shall be bound by the confidentiality requirements of California Evidence Code section 1115, et seq., and shall sign an agreement to that effect. Completion of mediation shall be a condition precedent to arbitration, unless the other Party refuses to cooperate in the setting of mediation.

b. Dispute Regarding Fees. Any dispute as to attorney fees and/or costs charged under this Agreement shall to the extent required by law be resolved under the California Mandatory Fee Arbitration Act (Bus. & Prof. Code §§ 6200, et seq.).

c. Binding Arbitration. Except as otherwise set forth in section (b) above, Client and Attorney agree to submit all disputes to final and binding arbitration, either following mediation which fails to resolve all disputes or in lieu of mediation as may be agreed by the Parties in writing. Either Party may make a written request to the other for

arbitration. If made in lieu of mediation, the request must be made within sixty (60) calendar days of the action giving rise to the dispute. If the request for arbitration is made following an unsuccessful attempt to mediate the Parties' disputes, the request must be made within ten (10) calendar days of termination of the mediation. The Parties shall make a good faith attempt to select an arbitrator and complete the arbitration within ninety (90) calendar days. If there is no agreement on an arbitrator, the Parties shall use the Judicial Arbitration and Mediation Service (JAMS). The arbitrator's qualifications must meet the criteria set forth above for a mediator, except, in addition, the arbitrator shall be an attorney unless otherwise agreed by the Parties. The arbitrator's fee shall be shared equally by both Parties. Each Party shall bear its own attorney fees and other costs. The arbitrator shall render a written decision and provide it to both Parties. The arbitrator may award any remedy or relief otherwise available in court and the decision shall set forth the reasons for the award. The arbitrator shall not have any authority to amend or modify this agreement. Any arbitration conducted pursuant to this paragraph shall be governed by California Code of Civil Procedure sections 1281, et seq. By signing this Agreement, Client acknowledges that this agreement to arbitrate results in a waiver of Client's right to a court or jury trial for any fee dispute or malpractice claim. This also means that Client is giving up Client's right to discovery and appeal. If Client later refuses to submit to arbitration after agreeing to do so, Client maybe ordered to arbitrate pursuant to the provisions of California law. Client acknowledges that before signing this Agreement and agreeing to binding arbitration, Client is entitled, and has been given a reasonable opportunity, to seek the advice of independent counsel.

d. Effect of Termination. The terms of this section shall survive the termination of the Agreement.

12. ENTIRE AGREEMENT. This Agreement with its exhibit supersedes any and all other prior or contemporaneous oral or written agreements between the Parties. 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.

13. SEVERABILITY. Should any provision of this Agreement be held by a court of competent jurisdiction to be invalid, void or unenforceable, but the remainder of the Agreement can be enforced without failure of material consideration to any Party, then this Agreement shall not be affected and it shall remain in full force and effect, unless amended or modified by mutual consent of the Parties; provided, however, that if the invalidity or unenforceability of any provision of this Agreement results in a material failure of consideration, then, to the extent allowed by law, the Party adversely affected thereby shall have the right in its sole discretion to terminate this Agreement upon providing written notice of such termination to the other Party.

14. NON-WAIVER. None of the provisions of this Agreement shall be considered waived by either Party unless such waiver is specified in writing.

15. NO THIRD PARTY RIGHTS. This Agreement shall not create any rights in, or inure to the benefit of, any third party.

16. ASSIGNMENT. The terms of this Agreement may not be assigned to any third party. Neither Party may assign any right of recovery under or related to the Agreement to any third party.

SO AGREED:

CLIENT SIGNATURE	**ATTORNEY SIGNATURE**
Anaheim Union High School District	**Lozano Smith, LLP**
BY *(Authorized Signature)*	BY *(Authorized Signature)* 
PRINTED NAME AND TITLE OF PERSON SIGNING	PRINTED NAME AND TITLE OF PERSON SIGNING Karen M. Rezendes, Managing Partner
DATE EXECUTED	DATE EXECUTED 01/13/2022

PROFESSIONAL RATE SCHEDULE
FOR ANAHEIM UNION HIGH SCHOOL DISTRICT

1. HOURLY PROFESSIONAL RATES

Client agrees to pay Attorney by the following standard hourly rate*:

Partner** / Senior Counsel / Of Counsel	$ 275 - $ 375 per hour
Associate	$ 215 - $ 295 per hour
Paralegal / Law Clerk	$ 150 - $ 200 per hour
Consultant	$ 150 - $ 200 per hour

* Rates for individual attorneys within each category above vary based upon years of experience. Specific rates for each attorney are available upon request.
** Rates for work performed by Senior Partners with 20 years of experience or more may range from $375 - $450 per hour. [1]

2. BILLING PRACTICE

Lozano Smith will provide a monthly, itemized Statement for services rendered. Time billed is broken into 1/10 (.10) hour increments, allowing for maximum efficiency in the use of attorney time. Invoices will clearly indicate the department or individuals for whom services were rendered.

Written responses to audit letter inquiries will be charged to Client on an hourly basis, with the minimum charge for such responses equaling .5 hours. Travel time shall be prorated if the assigned attorney travels for two or more clients on the same trip.

3. COSTS AND EXPENSES

In-office copying/electronic communication printing	$ 0.25 per page
Facsimile	$ 0.25 per page
Postage	Actual Usage
Mileage	IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.

[1] Sale or Lease of Real Property Work:

Partner / Senior Counsel / Of Counsel	$ 400 per hour
Associate	$ 375 per hour
Paralegal / Law Clerk	$ 200 per hour

Human Resources Division, Certificated Personnel

1. Resignations/Retirements, effective as noted:

Da Silva, Darlene	Resignation	1/12/23
Gray, Matthew	Retirement	5/26/23
Mai, Liliana	Resignation	9/2/22
Padilla, Maria	Retirement	5/26/23
Reyes, Amanda	Resignation	2/3/23

2. Employment:

A. Teacher(s)/Probationary:

		Column	Step
Dimaano, Pamela	8/8/22	3	2
Ford, Travis	1/17/23	3	1

B. Teacher(s)/Temporary:

		Column	Step
Fowler, Megan	1/23/23	4	1
Lee, Seongin	1/19/23	3	1
Littlejohn, Jordan	1/18/23	4	1
Manrique, Robyn	1/12/23	3	1
Nayar, Ani	2/6/23	3	1
Osbeck, Delaney	2/1/23	3	3
Ramirez, Guadalupe	1/13/23	1	1
Suarez Tello, Alexander	1/12/23	1	1
Truong, Loc	2/1/23	3	1

C. Day-to-Day Substitute Teacher(s) with authorization to teach in subject areas where they have adequate preparation, effective as noted:

Barksdale, Grant	1/30/23
Barragan, Marcel	1/18/23
Cardona, Marcos	1/19/23
Chou, Kevin	1/30/23
Lee, Connie	1/23/23
Singiser, Casey	1/19/23
Solano, Cristopher	1/19/23
Yi, Michael	1/9/23

D. Counselor(s)/Temporary:

		Column	Step
Knowles Barta, Laura	1/30/23	3	1

E. Day-to-Day Substitute Counselor(s), effective as noted:

Knowles Barta, Laura	1/9/23
Trenhom, Elizabeth	1/9/23

F. Temporary Contract Junior ROTC Teachers, granted one-year contract for 2022-23 with pay per military contract, effective February 3, 2023:

Monfore, Kenneth	$9,792.48	Anaheim 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 2022-23, effective as noted: (General Funds)

Garton, Keith	1/9/23
Gholdoian, Linda	1/9/23
Kim, David	8/8/22

B. American Speech-Language-Hearing Association (ASHA) Certificate of Competence Stipend, to be paid to the following individual(s), in the amount of $1,350, for an earned ASHA Certificate of Competence, effective as noted:

Dalton, Cassie	1/9/23
Usery, Catherine	1/3/23

C. California Speech-Language Pathology License Stipend, to be paid to the following individual(s), in the amount of $1,350, for an earned CA Speech-Language Pathology License, effective as noted:

Dalton, Cassie	1/9/23

D. JROTC/NJROTC Department Leadership Stipend, for the following individuals, for the 2022-23 school year, in the amount of $1,787, to be paid half at the end of each semester: (General Funds)

Monfore, Kenneth	Anaheim High School

E. Additional Work Days, for the 2022-23 school year, for the listed employee(s), with 5 additional days between July 18, 2022, through July 22, 2022, at the listed per diem rate of pay. (General Funds)

Marullo, John	$213.82

F. Instrumental Music Stipend, for the following individual(s), for the 2022-23 school year, in the total amount listed below, to be paid at the end of each semester, effective August 10, 2022. (Booster Funds)

Anthony, Robert	$5000
Arevalos, Rudy	$1500
Getz, Stephanie	$2000
Lee, Victoria	$2000
Lilly, Charles	$2000
Yoshizawa, James	$2000

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:

	From	To	Effective
Apollo, Odette	2 8	3 8	1/9/23
Clark, Ryan	2 1	3 1	1/9/23
De Luna, Ignacio	1 6	2 6	1/9/23

De Luna, Ignacio	2	6	3	6	8/9/23
Fowler Mendoza, Megan	4	1	4	4	1/23/23
Hinojosa, Miguel	3	2	4	2	8/9/23
Littlejohn, Jordan	4	1	4	7	1/18/23
Osbeak, Delaney	3	3	3	5	2/1/23
Sutherland, Ashley	3	2	4	2	1/9/23
Velasquez, Adele	3	3	4	3	1/9/23
Ward, Ryan	3	3	4	3	1/9/23

5. Pay adjustments for the following military instructors for the JROTC/NJROTC program unless otherwise noted by military contract, effective as noted:

	Salary	Effective
Cochran, Dallas	$6,107.19	12/1/22
Fuega, Poutoa	$6,301.19	12/1/22
Gastelum, Daniel	$7,887.09	12/1/22
McCall, Erik	$9,382.49	12/1/22
Pearce, Jerry	$9,293.49	12/1/22
Rundblade, Rodney	$7,252.99	12/1/22
Tolliver, Jeffrey	$6,508.99	12/1/22
Tran, Alan	$6,628.19	12/1/22
Wongwui, Mino	$7,234.19	12/1/22

6. Membership(s):

Membership to Wellness Council of America (WELCOA): WELCOA provides resources for building high-performing, healthy workplaces. Members have access to materials that improve employee well-being and create healthier organizational cultures. Membership effective February 20, 2023, through February 19, 2024, for the following individual(s):

Carrillo, Liliana	Human Resources, Certificated

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

Akter, Ismet	1/19/23
Bilbrew, Joshua	1/17/23
Carranza, Melanie	1/12/23
Carreno, Janet	1/13/23
Culpepper, Jashua	1/18/23
Echeverria, Angela Del Carmen	1/31/23
Flores, Maria	1/28/23
Gonzalez, Jamin	1/20/23
Hong, Hannah	1/11/23
Kanamori, Lauren	1/11/23
Lobatocastillo, Edwin	1/13/23
Loken, Nicole	1/25/23
Lopezcamunez, Andrea	1/26/23
Mao, Yuping	1/11/23
Neang, Sivphegn	1/13/23
Nguyen, Nita	1/11/23

Portugal, Dominic	1/20/23
Razook, Julia	1/13/23
Rios, Ruben	1/19/23
Risco, Carlos	1/17/23
Rodriguez, Monica	1/20/23
Sandoval, Laura	1/10/23
Victor, Kristen	1/24/23
Villa, Maria	1/25/23

8. Extra Service Assignments, employment effective as noted:

Classified:

	Salary	Term	Effective
Anaheim			
Dominguez, Isaac Basketball, Assistant	$3,688	Season	1/9/23
Masud, Kazemde Basketball, Assistant	$3,688	Season	11/1/22
Cypress			
Brannon, Andrew Band, Jazz	$912	2nd Semester	1/9/23
Byun, Daniel Badminton, Asst./Lower Level	$3,595	Season	2/5/23
Chang Jr., Spencer Badminton	$4,426	Season	2/5/23
Chiu Rangel, Carlos Soccer, Assistant	$3,328	Season	11/1/22
Everett, Lorenzo Band, Jazz	$912	2nd Semester	1/9/23
Galvan, Eric Cheer	$1,619.50	2nd Semester	1/9/23
Giblin, Nicolette Song	$1,619.50	2nd Semester	1/9/23
Hoang, Canh Benny Basketball, Asst./Lower Level	$3,688	Season	11/1/22
Jeon, Brian Badminton, Asst./Lower Level	$3,595	Season	2/5/23
Lazaar, Mohamed Volleyball, Asst./Lower Level	$3,595	Season	2/5/23

Ledesma, Sierra Song	$1,619.50	2nd Semester	1/9/23
Lee, Young Tennis, Asst./Lower Level	$3,595	Season	2/5/23
Lopez, Ashlee Track, Asst./Lower Level	$3,595	Season	2/5/23
Mora, Raul Soccer	$3,328	Season	11/1/22
Nguyen, Vy Swimming, Asst./Lower Level	$3,595	Season	2/5/23
Reyes, Julia Swimming	$3,983	Season	2/5/23
Short, John Baseball, Asst./Lower Level	$3,688	Season	2/5/23
Williams Jr., Charles Baseball, Asst./Lower Level	$1,327.65	Season	2/5/23
<u>Dale</u> Azevedo, Cody Basketball	$2,737	3rd Quarter	1/9/23
<u>Katella</u> Banales, Andre Water Polo, Asst./Lower Level	$2,100	Season	11/1/22
Goossens, Paul Track, Asst./Lower Level	$3,328	Season	2/5/23
Hurtado, Christina Softball, Asst./Lower Level	$2,458	Season	2/5/23
Jackson, Eileen Softball, Asst./Lower Level	$3,688	Season	2/5/23
Jaquess, Hayley Softball, Asst./Lower Level	$2,458	Season	2/5/23
Lopez, Samantha Softball, Asst./Lower Level	$2,458	Season	2/5/23
Mikesell, David Water Polo	$4,090	Season	11/1/22
Miranda, Jesus Baseball, Asst./Lower Level	$3,688	Season	2/5/23

Morrill, John Wrestling	$4,621	Season	11/1/22
Morrill, Katherine Wrestling	$4,990	Season	11/1/22
Velazquez, Bereniz Soccer, Asst./Lower Level	$3,328	Season	1/12/23
Viera, Danny Baseball, Assistant	$3,688	Season	2/5/23
Kennedy			
Avila, Richard Swimming	$3,688	Season	2/5/23
Hernandez, Michael Baseball, Asst./Lower Level	$1,834	Season	2/5/23
Hyde, Jeff Track, Asst./Lower Level	$3,328	Season	2/5/23
Johnson, Kris Track	$4,621	Season	2/5/23
Latham, Ronald Swimming, Asst./Lower Level	$3,328	Season	2/5/23
Leonard, Thomas Track, Asst./Lower Level	$3,328	Season	2/5/23
Lindsey Jr., Michael Baseball, Asst./Lower Level	$1,844	Season	2/5/23
Mao, Skyler Softball, Asst./Lower Level	$3,688	Season	2/5/23
Monahan, Thomas Baseball	$4,621	Season	2/5/23
Morrill, Katherine Wrestling	$4,990	Season	11/1/22
Portillo, Amarilis Swimming	$3,595	Season	2/5/23
Ramon Jr., Adrian Softball	$4,621	Season	2/5/23
Reynes, Mary Volleyball, Asst./Lower Level	$1,664	Season	2/5/23

Rubio, Hector Softball, Asst./Lower Level	$3,688	Season	2/5/23
Siatunuu, Lalotoa Track, Asst./Lower Level	$3,328	Season	2/5/23
Singer, Michael Baseball, Asst./Lower Level	$3,688	Season	2/5/23
Ta, Olivia Water Polo, Assistant	$3,328	Season	11/1/22
Wilson, David Baseball, Asst./Lower Level	$3,688	Season	2/5/23
Loara			
Botana, Abigail Volleyball, Assistant	$3,328	Season	2/5/23
Cendejas, Arthur Track	$4,621	Season	2/5/23
Duriga, Raymond Baseball, Assistant	$3,688	Season	2/5/23
Etcheberry, Zac Baseball, Assistant	$3,688	Season	2/5/23
Ezell, Travis Softball, Assistant	$3,688	Season	2/5/23
Felton, Aaliyan Track, Assistant	$3,328	Season	2/5/23
Holton, Cody Track, Assistant	$3,328	Season	2/5/23
Jiron, Pedro Swimming	$3,688	Season	2/5/23
Ledezma, Alonso Volleyball	$3,688	Season	2/5/23
Orosco, Bernardo Volleyball, Assistant	$3,328	Season	2/5/23
Perez, Jonathan Basketball, Assistant	$3,688	Season	11/1/22
Sultan, Hani Volleyball, Assistant	$3,328	Season	2/5/23

Vatcharasumphum, Siriporn Badminton, Assistant	$3,328	Season	2/5/23
Wilson, James Tennis	$4,090	Season	2/5/23
<u>Magnolia</u> Aguilera Jr., Robert Baseball, Assistant	$3,688	Season	2/5/23
Esparza Moon, Austin Volleyball, Assistant	$3,328	Season	2/5/23
Garcia, Guadalupe Baseball, Asst./Lower Level	$3,688	Season	2/5/23
Magana, Rafael Volleyball, Assistant	$3,228	Season	2/5/23
Martinez, Maria Band, Assistant Director	$3,499	2nd Semester	1/9/23
Mc Feggan III, William Baseball	$4,621	Season	2/5/23
Rodriguez, Anthony Color Guard	$5,992	2nd Semester	1/9/23
Rodriguez, Francisco Water Polo	$4,090	Season	11/1/22
Thompson, Myles Baseball, Assistant	$3,688	Season	2/5/23
Noa, Matthew Volleyball, Asst./Lower Level	$3,328	Season	2/5/23
Tello, Damian Track, Assistant	$3,328	Season	2/5/23
Vasquez, Brianna Softball, Asst./Lower Level	$3,688	Season	2/5/23
Viramontes, Jesse Softball	$4,621	Season	2/5/23
Viramontes, Senaida Softball, Asst./Lower Level	$3,688	Season	2/5/23

Orangeview			
Arcos, Marco Basketball	$2,956	3rd Quarter	1/9/23
Escalera-Salas, Alex Basketball	$2,956	3rd Quarter	1/9/23
Machado, Carmen Soccer, Assistant	$2,024	3rd Quarter	1/9/23
Preciado, Elvia Cross Country	$2,956	3rd Quarter	1/9/23
Oxford			
Clark, Samuel Soccer	$2,737	3rd Quarter	1/9/23
Comerford, Allan Volleyball	$3,688	Season	2/5/23
Eastin, Robert Tennis, Assistant	$3,328	Season	2/5/23
Hallam, Charles Softball, Assistant	$3,688	Season	2/5/23
Lopez, Robert Tennis	$3,688	Season	2/5/23
Nguyen, Anton Volleyball, Assistant	$3,328	Season	2/5/23
Nguyen, Ashton Swimming	$3,688	Season	2/5/23
Nguyen, Brandon Swimming	$3,688	Season	2/5/23
Pena, Brenda Volleyball, Assistant	$3,328	Season	2/5/23
Pitchford, Keyon Basketball, Assistant	$3,983	Season	11/1/22
Polk, W Track	$4,621	Season	2/5/23
Whitney, Kacey Softball, Assistant	$3,688	Season	2/5/23
Whitney, Robert Softball	$4,621	Season	2/5/23

Williams, Casey Baseball, Assistant	$3,688	Season	2/5/23
<u>Savanna</u> Avila, Elizabeth Track	$4,621	Season	2/5/23
Kolakowski, Lawrence Accompanist	$905	2nd Semester	1/9/23
McBride, Michael Baseball, Asst./Lower Level	$3,688	Season	2/5/23
Uyanga, Paul Basketball, Asst./Lower Level	$3,688	Season	11/1/22
<u>South</u> Humphrey, Deanna Basketball	$2,737	3rd Quarter	1/9/23
Torres, Nicholas Soccer	$2,737	3rd Quarter	1/9/23
<u>Sycamore</u> Greco, Stefanie Basketball	$2,956	3rd Quarter	1/9/23
Jimmerson, Marcus Soccer	$2,956	3rd Quarter	1/9/23
<u>Walker</u> Matthews, Vikram Soccer	$2,956	3rd Quarter	1/9/23
Pickel, Degala Cross Country	$2,956	3rd Quarter	1/9/23
Preciado, Roland Basketball	$2,956	3rd Quarter	1/9/23
Scanlon, Jeffrey Cross Country	$2,956	3rd Quarter	1/9/23
<u>Western</u> Alvarez, Noah Baseball, Asst./Lower Level	$3,983	Season	2/5/23
Chang, Jin Young Tennis, Asst./Lower Level	$3,328	Season	2/5/23

Cho, Tom Track, Asst./Lower Level	$3,595	Season	2/5/23
Clark, George Track	$4,990	Season	2/5/23
Davidson, Daniel Baseball, Asst./Lower Level	$3,983	Season	2/5/23
Davidson, Jeremy Baseball	$4,990	Season	2/5/23
Gistlinck, David Baseball, Asst./Lower Level	$3,983	Season	2/5/23
Gonzalez, Raul Swimming, Asst./Lower Level	$3,595	Season	2/5/23
Gonzalez, Raul Water Polo, Asst./Lower Level	$3,328	Season	11/1/22
Holt Jr., Edward Track	$4,990	Season	2/5/23
Kahssay, Munir Track, Asst./Lower Level	$3,595	Season	2/5/23
Luethke, Donald Swimming	$3,983	Season	2/5/23
Luethke, Donald Swimming, Asst./Lower Level	$3,595	Season	2/5/23
Mc Bride, Shawn Golf	$3,595	Season	2/5/23
Perez, Garrett Swimming	$3,983	Season	2/5/23
Quisto, William Tennis, Asst./Lower Level	$3,595	Season	2/5/23
Rauens, Alexander Volleyball, Asst./Lower Level	$3,326	Season	2/5/23
Soto, Michael Volleyball	$4,090	Season	2/5/23
Takahama, Paul Tennis	$4,090	Season	2/5/23

Tully, Salina Softball, Asst./Lower Level	$3,688	Season	2/5/23
Zeigler, Vardry Track, Asst./Lower Level	$3,595	Season	2/5/23

Human Resources Division, Classified Personnel

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

	Location:	**Effective**
Dalan, Danielle Instructional Assistant – Behavioral Support	Hope School	02/10/2023
Delgado, Angelica Instructional Assistant – Adult Transition	Cypress High School	12/16/2022
Foster, Steve Mechanic	Transportation Department	06/30/2023
Guzman, Liliana Family and Community Engagement Specialist	Kennedy High School	01/27/2023
Harvey, Teri Instructional Assistant – Behavioral Support	Loara High School	01/31/2023
Leomiti, Alika Sign Language Interpreter	Savanna High School	01/19/2023
Rodriguez, Patricia Food Services Assistant I	Food Services Department	01/19/2023

2. **Leaves of Absence:**

Berber, Laura, for educational purposes, without pay and without health benefits from 1/10/23 through the end of the working day on 5/12/23.

Gonzalez, Leticia, for educational purposes, without pay and without health benefits from 1/9/23 through the end of the working day on 5/25/23.

Steck, Michelle, for educational purposes, without pay and without health benefits from 1/23/23 through the end of the working day on 5/22/23.

3. **Employment, effective as noted:**

	Range/Step:	**Effective:**
Permanent Employees:		
Aguilar, Anthony Instructional Assistant – Specialized Academic Instruction	43/01	01/24/2023
Brown, Emmanuel Campus Safety Aide	41/03	01/30/2023
Faletoi, Ahzira Food Services Assistant I	41/01	01/27/2023

Fitz Perez, Sergio Instructional Assistant – Behavioral Support	51/01	01/17/2023
Gaxiola, Danielle Instructional Assistant – Specialized Academic Instruction	43/02	01/26/2023
Hernandez, Jocelyn Instructional Assistant – Specialized Academic Instruction	43/01	02/01/2023
Hernandez Ramos, Fernando Instructional Assistant – Bilingual (Spanish)	47/04	01/18/2023
Hughes, Cherice Instructional Assistant – Behavioral Support	51/03	02/01/2023
Lefort, Briana Instructional Assistant – Specialized Academic Instruction	43/01	01/23/2023
Lopez, Jacinda Instructional Assistant – Specialized Academic Instruction	43/01	01/12/2023
Martinez Gutierrez, Silvia Secretary – Registrar/Records (Bilingual)	53/01	01/17/2023
Ortega, Karen Family and Community Engagement Specialist	59/01	01/17/2023
Santos, Eduardo Campus Safety Aide	41/03	02/06/2023
Soto, Samantha Instructional Assistant – Specialized Academic Instruction	43/01	01/13/2023
Stewart, Michelle Instructional Assistant – Specialized Academic Instruction	43/01	02/06/2023
Vasquez, Karina Instructional Assistant – Specialized Academic Instruction	43/01	01/24/2023

Promotions:

Islas, Brian Equipment Repair Mechanic	59/07	01/30/2023

Moreno de Jesus, Dacne Instructional Assistant – Specialized Academic Instruction	43/02	01/30/2023
Nguyen, Danny Network Analyst	75/06	01/23/2023
Perez, Giselle Instructional Assistant – Adult Transition	51/02	01/17/2023
Perruzzi, Ana Language Testing Assistant	51/06	01/25/2023

Substitute Employees:

Acosta, Maria Instructional Assistant – Adult Transition	51/01	01/25/2023
Acosta, Maria Instructional Assistant – Behavioral Support	51/01	01/25/2023
Acosta, Maria Instructional Assistant – Medically Fragile/Orthopedically Impaired	51/01	01/25/2023
Acosta, Maria Instructional Assistant – Specialized Academic Instruction	43/01	01/25/2023
Brown, Emmanuel Substitute Campus Safety Aide	41/03	01/18/2023
Brown, Michael Substitute Campus Safety Aide	41/03	01/26/2023
Cortes Anguiano, Carolina Instructional Assistant – Adult Transition	51/01	01/31/2023
Cortes Anguiano, Carolina Instructional Assistant – Behavioral Support	51/01	01/31/2023
Cortes Anguiano, Carolina Instructional Assistant – Medically Fragile/Orthopedically Impaired	51/01	01/31/2023
Cortes Anguiano, Carolina Instructional Assistant – Specialized Academic Instruction	43/01	01/31/2023
De Simone, Dakota Tutor	$16.00/Hr.	01/10/2023

Gutierrez, Adrian Substitute Custodian	48/01	01/12/2023
Hughes, Cherice Instructional Assistant – Adult Transition	51/01	01/18/2023
Hughes, Cherice Instructional Assistant – Behavioral Support	51/01	01/18/2023
Hughes, Cherice Instructional Assistant – Medically Fragile/Orthopedically Impaired	51/01	01/18/2023
Hughes, Cherice Instructional Assistant – Specialized Academic Instruction	43/01	01/18/2023
Janec, Rosabel Instructional Assistant – Adult Transition	51/01	02/07/2023
Janec, Rosabel Instructional Assistant – Behavioral Support	51/01	02/07/2023
Janec, Rosabel Instructional Assistant – Medically Fragile/Orthopedically Impaired	51/01	02/07/2023
Janec, Rosabel Instructional Assistant – Specialized Academic Instruction	43/01	02/07/2023
Lara, Marcela Substitute Instructional Assistant – Bilingual	47/01	01/19/2023
Leon Ramirez, Jennyfer Instructional Assistant – Adult Transition	51/01	01/25/2023
Leon Ramirez, Jennyfer Instructional Assistant – Behavioral Support	51/01	01/25/2023
Leon Ramirez, Jennyfer Instructional Assistant – Medically Fragile/Orthopedically Impaired	51/01	01/25/2023
Leon Ramirez, Jennyfer Instructional Assistant – Specialized Academic Instruction	43/01	01/25/2023
Martin, Victoria Substitute Office Assistant	43/01	01/12/2023

Martin, Victoria Substitute Office Assistant – Bilingual	47/01	01/12/2023
Martin, Victoria Substitute Secretary	51/01	01/12/2023
Martin, Victoria Substitute Secretary - Bilingual	53/01	01/12/2023
Martinez, Thanya Substitute Office Assistant	43/01	01/20/2023
Martinez, Thanya Substitute Office Assistant – Bilingual	47/01	01/20/2023
Martinez, Thanya Substitute Secretary	51/01	01/20/2023
Martinez, Thanya Substitute Secretary - Bilingual	53/01	01/20/2023
Palomo, Genesis AVID Tutor	$16.00/Hr.	01/17/2023
Rogel, Ricardo Substitute Custodian	48/01	02/01/2023
Salao, Zacahry Substitute Office Assistant	43/01	01/12/2023
Salao, Zacahry Substitute Secretary	51/01	01/12/2023

4. **Workability, current minimum wage or stipend of $256 effective as noted:**
(Workability Grant Funds)

	Effective
Amador, Nathaniel	01/16/2023
Brace, Sean	02/01/2023
Camacho, Ricardo	02/01/2023
Carlouet, Louise	01/16/2023
Ciriacks, Caleb	02/01/2023
Doval Olea, Ashley	01/16/2023
Gutierrez, Juan	02/01/2023
Jimenez, Paola	02/06/2023
McDonald, Jack	02/01/2023
Mina, Andrew	01/16/2023
Monroy Castillo, Sarai	01/10/2023
Rodarte, Aaron	01/31/2023
Zuniga, Matthew	01/21/2023

5. **Food Service Student Workers**

	Effective
Le, Triet	02/01/2023
Ramos, Samantha	02/01/2023
Riley, Eryn	02/01/2023
Sadek, Mark	02/01/2023

ANAHEIM UNION HIGH SCHOOL DISTRICT

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

BOARD OF TRUSTEES
Minutes
Tuesday, December 13, 2022

UNADOPTED

1. CALL TO ORDER–ROLL CALL

Board Clerk O'Neal called the regular meeting of the Anaheim Union High School District Board of Trustees to order at 3:15 p.m.

Present: Brian O'Neal, clerk; Katherine H. Smith, assistant clerk; Annemarie Randle-Trejo, and Anna L. Piercy, members; Jaron Fried, Ed.D., Brad Jackson, and Nancy Nien, Ph.D., assistant superintendents; Robert Saldivar, executive director; and Karl H. Widell, District counsel.

2. FORMAL ADMINISTRATION OF OATH OF OFFICE

Superintendent Matsuda administered the Oath of Office for Jessica Guerrero, Anna L. Piercy, and Annemarie Randle-Trejo.

3. ADOPTION OF AGENDA

Staff has requested the following amendment to the agenda:

- Replace page 4 of the agenda to correct item 13.2.
- Exhibit W, replace pages BOT 57, BOT 58, and BOT 119.

On the motion of Trustee Piercy, duly seconded and unanimously carried, following discussion, the Board of Trustees adopted the amended agenda. The roll call vote follows.

Ayes: Trustees Guerrero, Piercy, Randle-Trejo, Smith, and O'Neal

4. ELECTION OF OFFICERS

The Board of Trustees was requested to participate in a brief discussion on the election process prior to the nomination and selection of Trustees for the listed positions.

4.1 ***President of the Board of Trustees***

Trustee Piercy nominated Trustee O'Neal for president of the Board of Trustees.

Action:
On the motion of Trustee Piercy, duly seconded and unanimously carried, the Board of Trustees selected Trustee O'Neal for the position of president of the Board of Trustees.

4.2 ***Clerk of the Board of Trustees***

Trustee Piercy nominated Trustee Smith for clerk of the Board of Trustees.

Trustee Randle-Trejo nominated herself for clerk of the Board of Trustees.

Action:
On the motion of Trustee Piercy, duly seconded and unanimously carried, the Board of Trustees selected Trustee Randle-Trejo for the position of clerk of the Board of Trustees.

4.3 ***Assistant Clerk of the Board of Trustees***

Trustee Randle-Trejo nominated Trustee Smith for assistant clerk of the Board of Trustees.

Action:
On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees selected Trustee Smith for the position of assistant clerk of the Board of Trustees.

5. APPOINTMENTS TO THE BOARD OF TRUSTEES

5.1 ***Secretary***

Action:
On the motion of Trustee Smith, duly seconded and unanimously carried, the Board of Trustees appointed the superintendent as the secretary of the Board of Trustees.

5.2 ***Assistant Secretary***

Action:
On the motion of Trustee Smith, duly seconded and unanimously carried, the Board of Trustees appointed the assistant superintendent, Business, as the assistant secretary of the Board of Trustees.

5.3 ***Parliamentarian***

Action:
On the motion of Trustee Smith, duly seconded and unanimously carried, the Board of Trustees appointed the District counsel as the parliamentarian of the Board of Trustees.

5.4 ***Chief Negotiator***

Action:
On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees appointed the assistant superintendent, Human Resources, as the chief negotiator of the Board of Trustees.

6. ESTABLISH DAY AND HOUR FOR REGULAR SCHOOL BOARD MEETINGS

The Board of Trustees was requested to determine the calendar for the 2023 regular school Board meetings. Regular meetings will be held on Thursdays, with the exception of Tuesday, March 7, 2023. All regular meetings will begin at 6:00 p.m. for open session.

Action:
On the motion of Trustee Piercy, duly seconded and unanimously carried, the Board of Trustees reviewed the dates provided and approved the schedule for the 2023 regular Board of Trustees' meetings.

7. BOARD OF TRUSTEES' APPOINTMENTS TO COMMITTEES

Action:
On the motion of Trustee Randle-Trejo, the Board of Trustees reviewed the various committees, as listed on the exhibit, reached a consensus on which Trustee will participate on the various committees, and approved the appointments to all committees with one vote.

8. PUBLIC COMMENTS, CLOSED SESSION ITEMS

There were no requests to speak.

9. CLOSED SESSION

The Board of Trustees entered closed session at 3:45 p.m.

10. STUDENT PRESENTATION

Students from the Hope School VAPA program performed.

11. RECONVENE MEETING, PLEDGE OF ALLEGIANCE, AND CLOSED SESSION REPORT OUT

11.1 ***Reconvene Meeting***

The Board of Trustees reconvened into open session at 6:05 p.m.

11.2 ***Pledge of Allegiance and Moment of Silence***

Student Representative to the Board of Trustees Omkar Katre led the Pledge of Allegiance to the Flag of the United States of America and provided a moment of silence.

11.3 ***Closed Session Report***

Board Clerk Smith reported the following actions taken during closed session.

11.3.1 No reportable action taken regarding public employee performance evaluation, superintendent.

11.3.2 No reportable action taken regarding anticipated litigation.

11.3.3 No reportable action taken regarding negotiations.

11.3.4 No reportable action taken regarding personnel.

11.3.5 No reportable action taken regarding existing litigation.

11.3.6 No reportable action taken regarding personnel.

11.3.7 The Board of Trustees unanimously voted to dismiss employee HR-2022-23-07.

12. CEREMONIAL PUBLIC ADMINISTRATRION OF OATH OF OFFICE

The Oath of Office was administered to Jessica Guerrero, Anna L. Piercy, and Annemarie Randle-Trejo.

13. RECOGNITIONS

13.1 ***Doug Chaffee, Orange County Supervisor, District Four***

The Board of Trustees recognized Orange County District Four Supervisor, Doug Chaffee, for providing funding in the amount of $98,152 to provide three greenhouses for the Magnolia Agriscience Community Center (MACC). The purpose of the greenhouses at the MACC farm are to allow District students to learn about current technologies used in agriscience in urban areas. These greenhouses will serve the farm for cultivation of seed growth for market row production, as well as a place for students and community members to educate themselves on urban farming best practices in small spaces.

13.2 ***Puente Statewide Academic and Leadership Award, Class of 2023***

The Board of Trustees recognized five District students for being recipients of the annual Statewide Academic and Leadership Award by the Puente Project. The Puente Project is a national award-winning program that for more than 30 years has improved the college-going rate of tens of thousands of California's educationally underrepresented students. This year, an impressive amount of students throughout California sent in applications that were thoroughly reviewed for academic achievement, community leadership involvement, and personal statements. The Puente Project Statewide Office recognized students across California for their exemplary Puente leadership, spirit, and outstanding academic achievement; five of these students hail from the Anaheim Union High School District.

Fernanda Cisneros, Anaheim High School
Melissa Uicab Gonzales, Katella High School
Alexandra Escamilla, Loara High School
Jazlyn Garcia, Savanna High School
Fatima Mariscal Jimenez, Western High School

13.3 ***Honoring Former Trustee Al Jabbar***

The Board of Trustees honored former Trustee Al Jabbar for his service as Board President from December 2021 through December 2022, as well as for serving on the Board of Trustees since 2013.

14. RECEPTION

The Board of Trustees hosted a reception to honor Trustees Jessica Guerrero, Anna L. Piercy, and Annemarie Randle-Trejo, as well as former Trustee Al Jabbar.

15. REPORTS

15.1 ***Student Representative's Report***

Student Representative to the Board Omkar Katre reported on District activities throughout the District such as the CVA market day, Thanksgiving Spirit Week, food contests, and holiday shows.

15.2 ***Student Speakers***

Tram Do, Magnolia High School student, thanked the Board and Cabinet for supporting the Vietnamese Dual Language Immersion Academy. Additionally, she thanked Al Jabbar for his service to the community.

15.3 ***Reports of Associations***

Hilda Vazquez, ALTA president, highlighted the District's work on civic engagement, as well as the CSBA Golden Bell Award for the Saturday Language Academy. Additionally, she thanked former Trustee Jabbar for his leadership.

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

There was no report.

16. **PRESENTATIONS**

16.1 ***Google Career Certificate Program***

Background Information:
In 2021, the District established a partnership with Grow with Google as the first school district in the nation to offer Google Career Certificates to students. The purpose of the partnership is to prepare students for entry-level roles in high-growth fields. Each certificate is available on Coursera and includes practice and graded assessments, quizzes, or writing assignments to ensure rigor and mastery. The certificates can be credited toward a four-year degree at select colleges and universities, and are available in 100 community colleges in the United States. Graduates can also submit their resume to an employer consortium of over 130 companies.

Current Consideration:
District representatives presented to the Board of Trustees an overview of the Google Career Certificate program serving students at each high school. The presentation included a brief discussion on the next steps for the program.

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.

16.2 ***2022-23 First Interim Budget Report***

Background Information:
Education Code Section 42131 (a)(1) states that pursuant to the reports required by Section 42130, the governing board of each school district shall certify, in writing, within 45 days after the close of the period being reported, whether the school district is able to meet its financial obligations for the remainder of the fiscal year and, based on current forecasts, for the two subsequent fiscal years. These certifications shall be based upon the Board's assessment, on the basis of standards and criteria for fiscal stability adopted by the State Board of Education, pursuant to Section 33127 of the District budget, as revised to reflect current information regarding the adopted state budget, district property tax revenues

pursuant to Sections 95 through 100 inclusive, of the Revenue and Taxation Code, and ending balances for the preceding fiscal year as reported pursuant to Section 42100. The certifications shall be classified as positive, qualified, or negative, as prescribed by the superintendent of public instruction for the purposes of determining subsequent actions by the superintendent of public instruction, the controller, or the county superintendent of schools, pursuant to subdivisions (b) and (c). These certifications shall be based upon the financial and budgetary reports required by Section 42130, but may include additional financial information known by the governing board to exist at the time of each certification. For purposes of this subdivision, a positive certification shall be assigned to any school district that, based upon current projections, will meet its financial obligations for the current fiscal year and subsequent two fiscal years. A qualified certification shall be assigned to any school district that, based upon current projections, may not meet its financial obligations for the current fiscal year, or two subsequent fiscal years. A negative certification shall be assigned to any school district that, based upon current projections, will be unable to meet its financial obligations for the remainder of the fiscal year or the subsequent fiscal year.

Current Consideration:
The Board received a presentation from the assistant superintendent, Business Services regarding the District's fiscal solvency.

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.

17. **PUBLIC COMMENTS, OPEN SESSION ITEMS**

17.1 Jose Lara, coordinator, Alternative Education, spoke in support of item 18.11 and thanked OC Supervisor Doug Chaffee and Al Jabbar for helping to secure funding for the Rising Sunshine Parenting Pathway.

17.2 Mazatl Telpatl Tepehyolotzin, Anaheim High School alumnus, thanked the Board for approving the Jacque Nunez agreement at the November 17, 2023, Board meeting.

18. **ITEMS OF BUSINESS**

EDUCATIONAL SERVICES

18.1 ***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:

18.1.1 Anaheim Media Production, Anaheim High School
18.1.2 Bio-Tech Club, Anaheim High School

18.1.3 Athletes Unlimited, Magnolia High School
18.1.4 Sentinels for Christ, Magnolia High School
18.1.5 Club Live, Dale Junior High School

Budget Implication:
Each school-sponsored student organization offsets operational costs through donations and fundraising efforts.

Action:
On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, following discussion, the Board of Trustees approved the school-sponsored organization applications.

The student representative to the Board of Trustees, Omkar Katre, cast his preferential vote for the school-sponsored organizations.

RESOLUTIONS

18.2 ***Resolution No. 2022/23-B-05, Adjustments to Income and Expenditures, General Fund; Resolution No. 2022/23-B-06, Adjustments to Income and Expenditures, Various Funds; and the 2022-23 First Interim Report***

Background Information:
Education Code Section 42131 (a)(1) states that pursuant to the reports required by Section 42130, the governing board of each school district shall certify, in writing, within 45 days after the close of the period being reported, whether the school district is able to meet its financial obligations for the remainder of the fiscal year and, based on current forecasts, for the two subsequent fiscal years. These certifications shall be based upon the Board's assessment, on the basis of standards and criteria for fiscal stability adopted by the State Board of Education, pursuant to Section 33127 of the District budget, as revised to reflect current information regarding the adopted state budget, District property tax revenues pursuant to Sections 95 through 100 inclusive, of the Revenue and Taxation Code, and ending balances for the preceding fiscal year as reported pursuant to Section 42100. The certifications shall be classified as positive, qualified, or negative, as prescribed by the superintendent of public instruction for the purposes of determining subsequent actions by the superintendent of public instruction, the controller, or the county superintendent of schools, pursuant to subdivisions (b) and (c). These certifications shall be based upon the financial and budgetary reports required by Section 42130, but may include additional financial information known by the governing board to exist at the time of each certification. For purposes of this subdivision, a positive certification shall be assigned to any school district that, based upon current projections, will meet its financial obligations for the current fiscal year and subsequent two fiscal years. A qualified certification shall be assigned to any school district that, based upon current projections, may not meet its financial obligations for the current fiscal year, or two subsequent fiscal years. A negative certification shall be assigned to any school district that, based upon current projections, will be unable to meet its financial obligations for the remainder of the fiscal year or the subsequent fiscal year.

Current Consideration:
In certifying the 2022-23 First Interim Report as positive, the Board of Trustees understands its fiduciary responsibility to maintain fiscal solvency for the current and subsequent two fiscal years.

Budget Implication:
As part of the interim reporting process, budget adjustments are made to income, expenditures, and fund balances. Resolution No. 2022/23-B-05, Adjustments to Income and Expenditures, General Fund, and Resolution No. 2022/23-B-06, Adjustments to Income and Expenditures, Various Funds, authorizes budget adjustments per Education Code Sections 42602 and 42610.

Action:

1. On the motion of Trustee Piercy and duly seconded, the Board of Trustees adopted Resolution No. 2022/23-B-05, and Resolution No. 2022/23-B-06. The roll call vote follows.

   Ayes: Trustees Guerrero, Piercy, Randle-Trejo, Smith, and O'Neal

2. On the motion of Trustee Piercy, duly seconded and unanimously carried, the Board of Trustees approved the positive certification of the 2022-23 First Interim Report that the District will meet its financial obligations.

18.3 ***Resolution No. 2022/23-B-07, Close General Obligation Bond (GOB) Election 2014 Series 2015 Fund 21-24, and Resolution No. 2022/23-B-08, Close General Obligation Bond (GOB) Election 2014 Series 2018 Fund 21-26***

Background Information:
It has been determined that the GOB Election 2014 Series 2015 Fund 21-24, and the GOB Election 2014 Series 2018 Fund 21-26 are no longer needed for special purposes as set-up by the District. The Funds have been totally spent and the accounts are no longer needed.

Current Consideration:
The following resolutions are to close the GOB Election 2014 Series 2015 Fund 21-24, and the GOB Election 2014 Series 2018 Fund 21-26. These resolutions will close the funds at the Orange County Treasurer's Office so no additional transactions can occur through them.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee Piercy and duly seconded, the Board of Trustees adopted the following resolutions. The roll call vote follows.

Ayes: Trustee Guerrero, Piercy, Randle-Trejo, Smith, and O'Neal

1. Resolution No. 2022/23-B-07, GOB Election 2014 Series 2015 Fund 21-24.

2. Resolution No. 2022/23-B-08, GOB Election 2014 Series 2018 Fund 21-26.

18.4 ***Resolution No. 2022/23-B-09, Accounting of Developer Fees***

Background Information:
Government Code Sections 66006(b) and 66001(d) requires the District to make an annual and a five-year accounting of the collected developer fees (Fees) available to the public, and be reviewed by the Board of Trustees. The Fees, which are recorded in the Capital Facilities Fund, are received from new residential and commercial/industrial development. The Fees are used to mitigate the impact of new development on the District's school facilities.

Current Consideration:
The developer fee reports are for the 2021-22 fiscal year. Pursuant to statutory requirements, the reports have been made available to the public fifteen days prior to the District's Board meeting, and were reviewed by the Board of Trustees prior to adopting a resolution, which affirms the reported information. The reports are available for viewing in the Accounting Department.

Budget Implication:
There is no impact to the budget. This is a reporting of developer fee financial information only.

Action:
On the motion of Trustee Smith and duly seconded, following discussion, the Board of Trustees adopted Resolution No. 2022/23-B-09. The roll call vote follows.

Ayes: Trustees Guerrero, Piercy, Randle-Trejo, Smith, and O'Neal

18.5 ***Resolution No. 2022/23-BOT-01, Compensation for Board Meeting***

Background Information:
Education Code Section 35120 provides that the monthly compensation provided to Board members shall be commensurate with the percentage of meetings attended during the month. Education Code Section 35120 specifies limited circumstances under which the Board is authorized to compensate a Board member for meetings he/she missed, but authorizes the Board, by resolution, to compensate a Board member for meetings he/she missed due to one of the following reasons: (1) performance of other designated duties for the District during the time of the meeting; (2) illness or jury duty; or (3) hardship deemed acceptable by the Board.

Current Consideration:
Trustee Brian O'Neal was not present at the November 17, 2022, Board of Trustees' meeting due to illness.

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. 2022/23-BOT-01. The roll call vote follows.

Ayes: Trustees Guerrero, Piercy, Randle-Trejo, and Smith
Abstain: Trustee O'Neal

BUSINESS SERVICES

Trustee Randle-Trejo exited the meeting at 8:49 p.m.

18.6 ***Agreement, Dietetic Internship, Pepperdine University***

Background Information:
The District has traditionally entered into agreements with university and internship programs to provide opportunities for university students to meet their field work requirements and to gain valuable experience in a professional setting. Intern agreements

permit university students to provide services to the Food Services Department, Anaheim Union High School District, and Anaheim Elementary School District schools as an unpaid intern of the District.

Current Consideration:
The District would like to enter into an agreement with Pepperdine University, and under the direction of the director and assistant director of Food Services, the students will observe, work, and participate in school food service operations. Interns will be reviewed for their professionalism and their understanding of school food service. The agreement will be effective January 1, 2023, through June 30, 2023, and renewable annually for up to four years.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee Piercy and duly seconded, the Board of Trustees approved the agreement.

Ayes: Trustees Guerrero, Piercy, Smith, and O'Neal
Absent: Trustee Randle-Trejo

EDUCATIONAL SERVICES

18.7 ***Revised Board Policy, Multiple Policies, 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, as well as exhibits, and is updated continually.

Current Consideration:
The Education Division, Education and Information Technology Department has submitted the following technology policies for review. The policies have been revised and indicate individual insertions or deletions to language. Board Policy 6209 (4040), Employee Use of Technology was last revised in 2014. Board Policy 7901.03 (6163.4), Student Use of Technology was last revised in 2014.

18.7.1 Revised Board Policy 6209 (4040), Employee Use of Technology
18.7.2 Revised Board Policy 7901.03 (6163.4), Student Use of Technology

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 revised Board Policies listed above.

18.8 ***Educational Consulting Agreement, Nicola Dedmon***

Background Information:
The District's Honor Choir program was initiated in 1998, and has given the District's most advanced choral music students an opportunity to rehearse and be conducted by a professional vocalist and collegiate vocal music educator. This year, the Honor Choirs will perform at the finale of the Choral Showcase, which is scheduled for January 25, 2023.

Current Consideration:
Nicola Dedmon is the Interim Dean of Fine Arts and Coordinator of Choral Studies at Fullerton College and will be the guest conductor for the District's Honor Choir program. Ms. Dedmon is a recognized authority on choral music literature and pedagogy and has established an outstanding reputation as an inspirational leader of musical ensembles. Services will be provided December 20, 2022, through May 26, 2023.

Budget Implication:
The total cost for this service is not to exceed $1,000. (LCFF Funds)

Action:
On the motion of Trustee Piercy and duly seconded, the Board of Trustees approved the educational consulting agreement.

Ayes: Trustees Guerrero, Piercy, Smith, and O'Neal
Absent: Trustee Randle-Trejo

18.9 ***Contract, Independent Academic Assessment, Karen Schnee, M.A***

Background Information:
The District employs therapists and 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 disabilities. Under the Individuals with Disabilities Education Act and California special education law, a parent of 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 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.

Current Consideration:
Following parent's request for an independent academic assessment and consultation with parent and parent's counsel, the District determined that it was in the best interest of the student and the District to provide an independent academic assessment and allow the individualized education program team to consider the information. Services will be provided by June 30, 2023.

Budget Implication:
The total cost for this service is not to exceed $4,300. (Special Education Funds)

Action:
On the motion of Trustee Piercy and duly seconded, the Board of Trustees approved the contract.

Ayes: Trustees Guerrero, Piercy, Smith, and O'Neal
Absent: Trustee Randle-Trejo

Trustee Randle-Trejo entered the meeting at 8:50 p.m.

18.10 ***Independent Contractor Services Agreement, La Palma Community Services, InspoTeen***

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, field trips/lessons on city government to Walker students, meals during distance learning, and funding a full-time School Resource Officer.

Current Consideration:
The La Palma Community Services Department will offer their InspoTeen after-school program to students at Walker Junior High School. La Palma Community Services will provide staffing in order to manage and execute the activities within the after-school program. The program will run three days a week, after-school from 2:30 p.m.-4:00 p.m. Services will be provided December 14, 2022, through May 30, 2024.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee Piercy, duly seconded and unanimously carried, following discussion, the Board of Trustees approved the independent contractor services agreement.

18.11 ***Beneficiary Agreement, County of Orange, American Rescue Plan Act Funding, Gilbert High School***

Background Information:
The American Rescue Plan Act (ARPA) was passed by Congress and signed into law in 2021, which enacted the State and Local Fiscal Recovery Funds (SLFRF) program. Orange County Board of Supervisors have authorized allocation of SLFRF funds to replace lost public sector revenue to pay for government service expenses through 2024, including school districts for educational programs and infrastructure.

Current Consideration:
The District would like to accept the $40,000 SLFRF funds for the purpose of providing educational programs and services to parenting students, particularly Gilbert High School's Rising Sunshine Parenting Pathway. The funding will assist in purchasing innovative furniture, culinary equipment, a mobile computer learning lab, and other essential materials for the Rising Sunshine Parenting Pathway. Services will be provided December 14, 2022, through June 30, 2023. The agreement will be signed following Board approval.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee Piercy, duly seconded and unanimously carried, following discussion, the Board of Trustees approved the beneficiary agreement.

18.12 ***Memorandum of Understanding (MOU), Hong Han Zhong Cheng EdTech Co., Ltd.***

Background Information:
On May 9, 2017, the Board of Trustees approved the District's application to the U.S. Student and Exchange Visitor Program for authorization to enroll international students with an F-1 Visa to study at a U.S. public school for one year on a tuition basis. The District is committed to growing its international programs, which create exchanges exposing both the international students and District students to different cultures and experiences.

Current Consideration:
The District seeks to enter into a collaboration agreement with Hong Han Zhong Cheng EdTech Co., Ltd. to create an international education initiative serving nonimmigrant foreign students from China in grades 9 through 12 with or seeking F-1 visas for admission in AUHSD schools. For the 2023-24 year, Hong Han Zhong Cheng EdTech Co., Ltd. will act as the District's general agent in China and has agreed to pre-fund ten qualified students through a one-time, non-refundable deposit payment on or before June 30, 2023, to receive priority for its students in China. The term of the agreement is through June 30, 2024, with annual renewals through June 30, 2026. The agreement will be signed after Board approval.

Budget Implication:
The District will receive tuition for each F-1 Visa student enrolled in an AUHSD school. Tuition for the 2023-24 year is $15,250, per student and is subject to change on an annual basis.

Action:
On the motion of Trustee Smith, duly seconded and unanimously carried, the Board of Trustees approved the memorandum of understanding.

HUMAN RESOURCES

18.13 ***Public Hearing, Disclosure of 2022-23 Collective Bargaining Agreement with ASTA***

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 2022-23 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.

Action:
Although this was an information item only, requiring no formal action by the Board of Trustees, the Board formally opened the public hearing to provide the public an opportunity to speak on the proposed agreement.

President O'Neal opened the public hearing at 8:53 p.m.

There were no requests to speak.

President O'Neal closed the public hearing at 8:53 p.m.

18.14 ***Adoption of the 2022-23 Collective Bargaining Agreement with ASTA***

Background Information:
The District and the Anaheim Secondary Teachers Association (ASTA) had a two-year agreement for the 2020-21 and 2021-22 years. The District and ASTA brought forth proposals to begin the negotiations for 2022-23 and negotiations commenced in the fall of 2022. A tentative agreement was reached on November 15, 2022.

Current Consideration:
The tentative agreement is for year 2022-23. The tentative agreement includes an 8 percent increase on the salary schedule retroactive to July 1, 2022. The agreement also includes other contract language changes.

Budget Implication:
The 8 percent salary schedule increase will impact the budget with an additional estimated expense of $13,856,279 per year. (General Fund)

Action:
On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees adopted the 2022-23 collective bargaining agreement with ASTA.

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

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 2022-23 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.

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

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 2022-23 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.

President O'Neal opened the public hearing at 8:54 p.m.

There were no requests to speak.

President O'Neal closed the public hearing at 8:54 p.m.

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

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 2022-23 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.

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

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 2022-23 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.

President O'Neal opened the public hearing at 8:54 p.m.

There were no requests to speak.

President O'Neal closed the public hearing at 8:54 p.m.

18.19 ***Long-Term 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 three 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 long-term rate for substitute teachers in our District is $185 per day. The proposal is to increase the daily rate of pay for long-term substitutes to $200 per day. The proposed rate is effective November 18, 2022, through May 26, 2023.

Budget Implication:
Based on the average costs of substitute teachers for the past three years, the total increase of the sub rate, plus benefits in the 2022-23 year would be $144,600. 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 Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees ratified the increase of the long-term substitute teacher pay.

19. **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 19.8, Exhibit GG, and 19.9 pulled by Trustee O'Neal. The roll call vote follows.

Ayes: Trustees Guerrero, Piercy, Randle-Trejo, Smith, and O'Neal

BUSINESS SERVICES

19.1 ***Agreement, General Liability and Property Claims Services, Claim Retention Services***

Background Information:
The District is self-insured for its general liability and property programs for $50,000 and $25,000, respectively; however, it uses a third-party administrator (TPA) to adjust related claims. The District has used Claim Retention Services (CRS), which specializes in school related liability, as its TPA since 2007.

Current Consideration:
Approval of the agreement would allow CRS to continue to administer the District's property and liability claims program, January 1, 2023, through December 31, 2024.

Budget Implication:
The total cost for this service is a flat-rate fee of $27,000 per year. (General Fund)

Action:
The Board of Trustees approved the agreement.

19.2 ***Award of Bid***

The Board of Trustees was requested to award the following bid:

Bid#	Service	Award	Amount
2023-10	Brookhurst Junior High School (Maintenance Funds)	J & A Fence	$43,350

Action:
The Board of Trustees awarded Bid #2023-10.

19.3 ***Ratification of Change Orders***

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

Bid #2022-13, Cypress High School Softball Field Improvements	P.O. #R64A0283
RT Contractor Corp.	
Original Contract	$356,000
Change Order #1	$(16,499)
New Contract Value	$339,501

Bid #2022-16, Ball Junior High School Roofing Project	P.O. #R64A0284
Chapman Coast Roof Company Inc.	
Original Contract	$1,422,254
Change Order #1	$(136,532)
New Contract Value	$1,285,722

Action:
The Board of Trustees ratified the change orders as listed above.

19.4 ***Notices of Completion***

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

Bid #2022-13, Cypress High School Softball Field Improvements	P.O. #R64A0283
RT Contractor Corp.	
Original Contract	$356,000
Contract Changes	$(16,499)
Total Amount Paid	$339,501

Bid #2022-16, Ball Junior High School Roofing Project	P.O. #R64A0284
Chapman Coast Roof Company Inc.	
Original Contract	$1,422,254
Contract Changes	$(136,532)
Total Amount Paid	$1,285,722

Action:
The Board of Trustees authorized the assistant superintendent, Business to accept Bids 2022-13 and 2022-16 as complete, and authorized the filing of the notices of completion with the Office of the County Recorder.

19.5 ***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.

19.6 ***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.

19.7 ***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 19.8, Exhibit GG, and 19.9 with the following vote.

Ayes: Trustees Guerrero, Piercy, Randle-Trejo, and Smith
Abstain: Trustee O'Neal

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

Action:
The Board of Trustees ratified the reports November 8, 2022, through December 2, 2022.

19.9 ***Check Register/Warrants Report***

Action:
The Board of Trustees ratified the report November 8, 2022, through December 4, 2022.

19.10 **SUPPLEMENTAL INFORMATION**

19.10.1 ASB Fund, August 2022

19.10.2 Cafeteria Fund, September 2022

19.10.3 Enrollment, Month 3

EDUCATIONAL SERVICES

19.11 ***Educational Consulting Agreement, Educational Policy Improvement Center, dba Inflexion***

Background Information:
Educational Policy Improvement Center, dba 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; as well as allows for student ownership of learning driven by students' interests and aspirations. Inflexion strives to infuse optimism and idealism. The District partnered with Inflexion on several improvement projects during the past several years.

Current Consideration:
Inflexion proposes to partner with the District to create Portico, which is a networked community of leaders sharing a commitment to implement systems to support students developing readiness for college, career, and life aligned to the Career Preparedness Systems Framework (CPSF). Inflexion will serve, through Portico, as a coaching support to ten District principals. Services will be provided January 9, 2023, through July 1, 2023.

Budget Implication:
The total cost for these services is not to exceed $60,000. (Educator Effectiveness Grant Funds)

Action:
The Board of Trustees approved the educational consulting agreement.

19.12 ***Amendment, Agreement, Education and Innovation Research Grant with OCDE***

Background Information:
By 2026, the U.S. Bureau of Labor Statistics predicts that there will be 1.5 million computing jobs, but just 400,000 students with the skills to apply for those jobs. Of the students who are enrolled in computer science (CS) courses nationwide, there is a significant underrepresentation of female and Latinx students. In the District, as of the

2018-19 year, only 3 percent of all students eventually enrolled in a CS course. In the 2020-21 year among the students who did enroll in a CS course, 29 percent were female and 40 percent were Latinx. The Education and Innovation Research (EIR) Grant with Orange County Department of Education (OCDE) aims to empower educators to impact schoolwide culture and create systems that nurture equitable participation in inclusive CS courses.

Current Consideration:
The original service agreement was approved by the Board of Trustees on September 13, 2022, an amendment is requested to include the purchase of Pathful as a replacement resource for the previously listed Nepris, which was recently acquired by Pathful. As part of the grant, teachers and students will engage with Pathful to support the exploration of Computer Science-related careers to help build a more positive computer science identity. Given that the District is the end-user for the Pathful product, the District will need to secure purchase of the Pathful subscription and facilitate access to the platform. The cost of the subscription for all three sites will be $79,650. After purchasing the Pathful platform, the District will invoice OCDE, which will reimburse the District for $79,650. All other terms and conditions remain intact.

Budget Implication:
There is no impact to the budget.

Action:
The Board of Trustees approved the amendment.

19.13 ***Educational Consulting Agreement, Orange County United Way***

Background Information:
Youth Career Connections is Orange County United Way's work-based learning program that infuses classroom learning with real-world experiences. The program connects students directly to employers so they are prepared for lifelong success by graduating both college- and career-ready. The program offers a variety of work-based learning experiences, including industry site visits, classroom speakers, and mentorship opportunities.

Current Consideration:
The District would like to enter into a consulting agreement with Orange County United Way to provide services through United Way's Youth Career Connections Program. The Youth Career Connections Program will provide work-based learning experiences to District students. These experiences will be offered as part of Anaheim's Innovative Mentoring Experience (AIME). Services will be provided December 13, 2022, through July 31, 2023.

Budget Implication:
The total cost for this service is not to exceed $25,000. (Strong Workforce Grant Funds)

Action:
The Board of Trustees approved the educational consulting agreement.

19.14 ***Memorandum of Understanding (MOU), Cypress College/North Orange County Community College District, Magnolia High School Cybersecurity Pathway***

Background Information:
Cypress College received grant funding under the California College and Career Access Pathways (CCAP) STEM Pathways Program in Cybersecurity. Cypress College will utilize funds from this grant to support Magnolia High School's Cybersecurity Pathway Program.

Current Consideration:
The District and Cypress College would like to enter into a memorandum of understanding to allow the District to pay for student transportation costs, equipment purchases, as well as professional learning time for teachers and to invoice Cypress College for approved expenses under the California CCAP STEM Pathways Program in Cybersecurity grant. Services will be provided December 14, 2022, through June 30, 2023.

Budget Implication:
There is no impact to the budget.

Action:
The Board of Trustees approved the memorandum of understanding.

19.15 ***Contract, IXL Learning (IXL)***

Background Information:
IXL is a comprehensive, supplemental, web-based curriculum aligned to the common core state standards. It has been used to support learning for students with disabilities within the District for more than five years. IXL is used as supplemental curriculum across categorical programs including Autism Focus, Moderate, and Moderate-Severe classes. The IXL curriculum allows for high amounts of differentiation. Within the targeted skill areas there are multiple levels of scaffolding, as well as visually supported text and materials, which help students of all levels access curriculum with the appropriate amount of support. The use of IXL supports students by reinforcing previously mastered skills through ongoing review and exposure, while providing a systematic introduction to new concepts.

Current Consideration:
The District would like to enter into a three-year contract to continue the use of IXL to support the learning needs of our students with moderate to severe disabilities. Services are being provided November 26, 2022, through November 25, 2025.

Budget Implication:
The total cost of the three-year contract is not to exceed $12,420. (Special Education Funds)

Action:
The Board of Trustees ratified the contract.

19.16 ***Individual Service Contracts***

Action:
The Board of Trustees approved/ratified the individual service contracts as submitted. (Special Education Funds)

19.17 ***Instructional Materials Submitted for Adoption***

The Instructional Materials Review Committee has recommended the selected books for English and Science courses. The books have been made available for public view.

Action:
The Board of Trustees adopted the selected materials.

19.18 ***Instructional Materials Submitted for Display***

The Instructional Materials Review Committee recommended the selected material for display, for courses in dual enrollment. Before the materials can be approved for adoption, they must be made available for public review. The Board of Trustees was requested to consider adoption of the materials following the end of the period of public display, December 14, 2022, through January 19, 2023.

Action:
The Board of Trustees approved the display.

19.19 ***Field Trip Report***

Action:
The Board of Trustees approved/ratified the report as submitted.

HUMAN RESOURCES

19.20 ***2022-23 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 2022-23 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.

19.21 ***Agreement Amendment #2, Leadership Education for AUHSD (LEAD) Action Research Grant***

Background Information:
The Anaheim Union High School District and California State University, Fullerton (CSUF) are collaborating in the furtherance of the common objective of improving education in California schools. The objectives of the project are to expand the practical knowledge for future educational leaders in the areas of equity, self-awareness, as well as systems and to take this new paradigm for leadership development and memorialize it through the writing of a book, which outlines the philosophies used to develop the LEAD program.

Current Consideration:
The Board of Trustees approved the LEAD agreement on October 15, 2020, and the first amendment on August 12, 2021. This agreement amendment changes the budgeting of individual line items.

Budget Implication:
There is no impact to the budget.

Action:
The Board of Trustees approved the amendment to the agreement.

19.22 ***Certificated Personnel Report***

Action:
The Board of Trustees approved/ratified the report as submitted.

19.23 ***Classified Personnel Report***

Action:
The Board of Trustees approved/ratified the report as submitted.

20. SUPERINTENDENT AND STAFF REPORT

Dr. Fried, Mr. Jackson, and Mr. Saldivar wished everyone a happy holiday season.

21. BOARD OF TRUSTEES' REPORT

Trustee Guerrero thanked everyone for their warm wishes and welcome, and expressed she is excited to be on the Board. She reported she attended the CSBA Annual Conference, CSBA Golden Bell Award Ceremony, and the Anaheim High School Winter Concert.

Trustee Piercy indicated she attended the CSBA Annual Conference, CSBA Golden Bell Award Ceremony, and PTSA Holiday Luncheon. She also wished everyone a joyous holiday season.

Trustee Randle-Trejo said she attended the CSBA Annual Conference and wished everyone a happy holiday.

Trustee Smith shared a story about a former student, as well as wished all those in attendance a happy holiday.

Trustee O'Neal reported he attended the Sister City Commission Meeting, CSBA Annual Conference, PTSA Holiday Luncheon, City of La Palma Tree Lighting Ceremony, and Kennedy High School Choir

Show. In addition, he welcomed Trustee Jessica Guerrero to the Board and wished everyone a happy holiday season.

22. ADVANCE PLANNING

22.1 ***Future Meeting Dates***

The next meeting of the Board of Trustees will be held on Thursday, January 19, 2023, at 6:00 p.m.

Thursday, February 16	Thursday, July 20
Tuesday, March 7	Thursday, August 10
Thursday, April 13	Thursday, September 14
Thursday, May 4	Thursday, October 12
Thursday, June 8	Thursday, November 16
Thursday, June 15	Thursday, December 14

22.2 ***Suggested Agenda Items***

Trustee O'Neal requested a resolution on environmental issues/climate action.

23. ADJOURNMENT

On the motion of Trustee Piercy, duly seconded and unanimously carried, the Board of Trustees adjourned the meeting at 9:16 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, January 19, 2023

UNADOPTED

1. CALL TO ORDER–ROLL CALL

Board President O'Neal called the regular meeting of the Anaheim Union High School District Board of Trustees to order at 3:46 p.m.

Present: Brian O'Neal, president; Katherine H. Smith, assistant clerk; Anna L. Piercy, and Jessica Guerrero, members; Michael B. Matsuda, superintendent; Jaron Fried, Ed.D., Brad Jackson, and Nancy Nien, Ph.D., assistant superintendents; Robert Saldivar, executive director, and Karl H. Widell, District counsel.

Absent: Annemarie Randle-Trejo, clerk

2. ADOPTION OF AGENDA

Staff requested the following amendments to the agenda:

- Page 2 of the agenda, pull closed session item 4.8.
- Pages 11 through 12 of the agenda, pull items 9.16, 9.17, 9.18, and 9.19.
- Exhibit FFF, replace page 2 to remove employee name from Section G.

On the motion of Trustee Piercy, duly seconded and unanimously carried, following discussion, the Board of Trustees adopted the amended agenda. The roll call vote follows.

Ayes: Trustees Guerrero, Piercy, Smith, and O'Neal
Absent: Trustee Randle-Trejo

3. PUBLIC COMMENTS, CLOSED SESSION ITEMS

There were no requests to speak.

Trustee Randle-Trejo entered the meeting at 3:48 p.m.

4. CLOSED SESSION

The Board of Trustees entered closed session at 3:48 p.m.

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

5.1 ***Reconvene Meeting***

The Board of Trustees reconvened into open session at 6:00 p.m.

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

Student Representative to the Board of Trustees Omkar Katre 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 Randle-Trejo reported the following actions taken during closed session.

5.3.1 No reportable action taken regarding public employee performance evaluation, superintendent.

5.3.2 No reportable action taken regarding existing litigation.

5.3.3 The Board of Trustees unanimously approved the settlement agreement in OAH Case No. 2022100041, resolving all issues in Student's due process complaint by providing compensatory education and other reimbursements.

5.3.4 The Board of Trustees unanimously approved the settlement agreement in OAH Case No. 2022100737, resolving all issues in Student's due process complaint by assessing and providing compensatory education and other reimbursements.

5.3.5 No reportable action taken regarding negotiations.

5.3.6 No reportable action taken regarding personnel.

5.3.7 The Board of Trustees unanimously voted to dismiss employee HR-2022-23-08.

5.3.8 This item was pulled prior to the adoption of the agenda.

5.3.9 The Board of Trustees unanimously voted to dismiss employee HR-2022-23-10.

5.3.10 The Board of Trustees took formal action, with a 5-0 vote, to approve the expulsions of student(s) 22-14; 22-18; 22-19; and 22-21.

5.3.11 The Board of Trustees took formal action, with a 5-0 vote, to accept settlement on Claim AUHSD 13-07.

6. **RECOGNITION**

6.1 ***Hope School Shoe Drive***

The Board of Trustees recognized La Palma City Councilman Nitesh Patel, as well as the Each One Teach One (EOTO) Foundation for providing an amazing back-to-school event for all Hope School students as a welcome to the 2022-23 year. Each and *EVERY* Hope School student received a new pair of Vans shoes along with a backpack full of new school supplies. Additionally, lunch was provided for the Hope School students and staff.

7. REPORTS

7.1 ***Student Representative's Report***

Student Representative to the Board Omkar Katre reported on student events throughout the District including CVA Market Day, Wrapping Party at Gilbert High School, Katella High School's Senior Picnic, Winter Wishes donation event at Magnolia High School, and many more.

7.2 ***Student Speakers***

There were no requests to speak.

7.3 ***Reports of Associations***

Grant Schuster, ASTA president, congratulated and welcomed Trustee Guerrero. He stated that ASTA continues to focus on serving teachers, student, and staff, as well as being involved in the Community Schools' process.

Heather Huttner, CSEA president, introduced herself as the new CSEA president and expressed she is proud to represent a diverse group of people. She also mentioned she is looking forward to a quick and collaborative negotiation season.

Amanda Bean, ALTA representative, reported staff is looking forward to finishing the second semester strong and is preparing for the 2023-24 year.

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

There was no report.

8. PUBLIC COMMENTS, OPEN SESSION ITEMS

There were no requests to speak.

9. ITEMS OF BUSINESS

EDUCATIONAL SERVICES

9.1 ***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:

9.1.1 Friday Night Live (FNL), Cypress High School
9.1.2 Muslim Union Group, Magnolia High School
9.1.3 Peacemakers, a Christian Inspired Films Club (PCF), Savanna High School
9.1.4 MESA Club, Dale Junior High School
9.1.5 Medical Professionals 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 Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees approved the school-sponsored organization applications.

The student representative to the Board of Trustees, Omkar Katre, cast his preferential vote for the school-sponsored organization.

BUSINESS SERVICES

9.2 ***Financial Audit for Fiscal Year 2021-22***

Background Information:
California Education Code Section 41020 requires that school districts provide for an annual audit of all funds under the District's jurisdiction using an independent auditor and reported using the format established by the California State Controller's Office. California Education Code Section 41020.3 requires that the Board of Trustees review the annual audit at one of its regularly scheduled meetings.

Current Consideration:
The Board of Trustees has previously retained the firm of Eide Bailly, LLP, certified public accountants to conduct the District's annual audit. Representatives of the firm have completed their examination and have presented the results to District staff. The final report was provided to the Board of Trustees and was presented in open session.

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 and accepted the Annual Audit Report for the year ended June 30, 2022.

9.3 ***Bond Audit Report for Fiscal Year 2021-22***

Background Information:
Eide Bailly, LLP recently issued the audit report for the General Obligation Bonds, Building Fund (Measure H). The report will be presented to the Citizens' Oversight Committee on February 9, 2023. California Education Code Section 15286 requires the audit report be submitted to the Board of Trustees no later than March 31 of each year.

Current Consideration:
The Board of Trustees retained the firm of Eide Bailly, LLP, certified public accountants to conduct the District's 2021-22 audit of the General Obligation Bonds, Building Fund (Measure H). Representatives of the firm have completed their examination and have presented the results to District staff. The final report has been provided to the Board of Trustees.

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 reviewed and accepted the General Obligation Bonds, Building Fund (Measure H) Audit Report for the year ended June 30, 2022.

RESOLUTIONS

9.4 ***Resolution No. 2022/23-E-10, White Out Tobacco Week 2023***

Background Information:
White Out Tobacco Week is a week of activism that empowers youth and any concerned group to stand out, speak up, and seize control against Big Tobacco by raising awareness of the problem of disposable and flavored tobacco use; encourage youth to reject the tobacco industry's deceptive marketing and stay tobacco-free; and urge elected officials to take action to protect kids from tobacco.

Current Consideration:
The Board of Trustees was requested to adopt Resolution No. 2022/23-E-10, for White Out Tobacco Week 2023, February 21, 2023, through February 24, 2023. The adoption of this resolution provides an opportunity to inform parents, guardians, and communities of the efforts that the District is making to support their commitment to decrease flavored tobacco use and increase awareness of the negative health effects of using tobacco and nicotine products.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee Piercy and duly seconded, the Board of Trustees adopted Resolution No. 2022/23-E-10. The roll call vote follows.

Ayes: Trustees Guerrero, Piercy, Smith, Randle-Trejo, and O'Neal

9.5 ***Resolution No. 2022/23-HR-02, National School Counseling Week***

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; and working with teachers, as well as 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. 2022/23-HR-02, National School Counseling Week, declares the week of February 6, 2023, through February 10, 2023, 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.

Action:
On the motion of Trustee Randle-Trejo and duly seconded, the Board of Trustees adopted Resolution No. 2022/23-HR-02, National School Counseling Week. The roll call vote follows.

Ayes: Trustees Guerrero, Piercy, Smith, Randle-Trejo, and O'Neal

BUSINESS SERVICES

9.6 ***Consulting Services Agreement, Javier Sierra***

Background Information:
Javier Sierra is a retired administrator of maintenance and operations, and facilities with over 20 years of experience. He served in this field at various colleges, county offices of education, and high school districts, including our own.

Current Consideration:
Mr. Sierra will consult and assist the executive director of Facilities, Maintenance and Operations, the interim director, Maintenance and Operations, and staff, with regard to current programs, procedures, methods, as well as planning of the overall delivery of maintenance and operations services to the school sites. Services commenced on January 9, 2023.

Budget Implication:
The cost for these services is not to exceed $60,000 ($70 per hour). (General Fund)

Action:
On the motion of Trustee Piercy, duly seconded and unanimously carried, the Board of Trustees ratified the consulting services agreement.

9.7 ***Agreement, Veneklasen Associates***

Background Information:
Over the past months, the District has received concerns from Anaheim High School's staff regarding the elevated noise levels within the main gymnasium. The magnitude of the noise levels during practice and competition games makes it difficult to comfortably conduct athletic activities. It is necessary to explore options to improve sound levels and acoustics within the space.

Current Consideration:
Veneklasen Associates (Veneklasen) is a firm that specializes in acoustical consultation and design services. The District has an interest in utilizing Veneklasen's services to provide sound studies and recommendations for the acoustical treatment of the gymnasium, based on the replacement and restoration of acoustical panels with the proper type of units to satisfy the established reverberation criterion.

Budget Implication:
Veneklasen Associates will provide services for a total cost not to exceed $4,625 starting January 20, 2023, through March 31, 2023. (Maintenance Funds)

Action:
On the motion of Trustee Piercy, duly seconded and unanimously carried, following discussion, the Board of Trustees approved the agreement.

EDUCATIONAL SERVICES

9.8 ***Revised 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, as well as exhibits, and is updated continually.

Current Consideration:
The Education Division, Education and Information Technology Department has submitted the following technology policies for review. The policies have been revised and indicate individual insertions or deletions to language. Board Policy 6209 (4040), Employee Use of Technology was last revised in 2014. Board Policy 7901.03 (6163.4), Student Use of Technology was last revised in 2014.

9.8.1 Revised Board Policy 6209 (4040), Employee Use of Technology
9.8.2 Revised Board Policy 7901.03 (6163.4), Student Use of Technology

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee Piercy, duly seconded and unanimously carried, the Board of Trustees reviewed and approved the revised Board Policies listed above.

9.9 ***Group Booking Conference Agreement, Hilton Garden Inn***

Background Information:
The District has scaled the Capstone Program Districtwide, emerged as a national leader in Community Schools, and gained national attention for implementation of the Career Preparedness Systems Framework (CPSF). As a result, the District will be bringing a District team composed of members from the Educational Services Department, site leadership, community thought partners, and teachers to identify assets, gaps, as well as next steps in continuing to scale the Capstone Program both internally and externally. This retreat is scheduled for February 17-18, 2023, in Temecula, California.

Current Consideration:
In order to secure the venue, a contract is necessary between both parties. The District has received grant funds to support this work. Services will be provided February 17, 2023, through February 18, 2023.

Budget Implication:
The total cost for these services is not to exceed $20,000. (Grant Funds)

Action:
On the motion of Trustee Piercy, duly seconded and unanimously carried, the Board of Trustees approved the group booking agreement.

9.10 ***Agreement, National Federation of High School Sports (NFHS)***

Background Information:
The National Federation of High School Sports (NFHS) and Play on Sports have collaborated to bring high school sporting events to live streaming. This would allow those not able to attend to live stream the game from anywhere they have access to a computer.

Current Consideration:
Play on Sports will provide each school site in the District up to three cameras. These cameras, controlled by the sites will broadcast games live. Each of the sites will have the cameras set up in three areas, the main gym, the pool, and an outdoor space where athletic competitions take place. Users of the service will pay a fee to observe the game with Play on Sports giving back 20 percent of the money they earn to each school site. This will help the District showcase student athletes to friends and family that do not have the opportunity to attend games in person. Services are being provided January 19, 2023, through June 30, 2027.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee Piercy, duly seconded and unanimously carried, following discussion, the Board of Trustees approved the agreement.

9.11 ***Contract, Independent Psycho-Educational Assessment, Dr. BJ Freeman***

Background Information:
The District employs school psychologists and 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 disabilities. Under the Individuals with Disabilities Education Act and California special education law, a parent of 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 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.

Current Consideration:
Following parent's request for an independent psycho-educational evaluation and consultation with parent and parent's representative, the District determined that it was in the best interest of the student and the District to provide an independent psycho-educational assessment and allow the individualized education program team to consider the information.

Budget Implication:
The total cost for this service is not to exceed $6,500. (Special Education Funds)

Action:
On the motion of Trustee Piercy, duly seconded and unanimously carried, the Board of Trustees approved the contract.

9.12 ***Contract, Independent Psycho-Educational and ERMHS Assessments, Autism Diagnostic and Intervention Connections, Inc., Dr. Helena Johnson***

Background Information:
The District employs school psychologists and 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 disabilities. Under the Individuals with Disabilities Education Act and California special education law, a parent of 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 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.

Current Consideration:
Following parents' requests for independent psycho-educational and independent educationally related mental health services (ERMHS) assessments and consultation with parents, as well as parents' representatives, the District determined that it was in the best interest of the students and the District to provide independent assessments and allow the individualized education program teams to consider the information.

Budget Implication:
The cost for services is $7,300, for the independent psycho-educational evaluation and $3,000 for ERMHS, for a total cost not to exceed $10,300. (Special Education Funds)

Action:
On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees approved the contracts.

9.13 ***Agreement, Industrial Hearing and Pulmonary Management, dba Western Health***

Background Information:
Hearing and vision screening is mandated in California public schools in kindergarten/first grade, second grade, fifth grade, tenth/eleventh grade, and upon first school entry (California Code of Regulations, Title 17, Section 2952 (c)(1)). Hearing screening in California public schools must be conducted by a credentialed audiometrist. The District has contracted with Industrial Hearing and Pulmonary Management for the past fourteen years to provide this service.

Current Consideration:
The District does not have the personnel capacity to conduct these screenings for approximately 10,500 students. The District is requesting to have Western Health conduct assessments for our students during the 2022-23 year. Services are being provided January 9, 2023, through June 30, 2023.

Budget Implication:
The cost is not to exceed $40,000. (Special Education Funds)

Action:
On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees ratified the agreement.

9.14 ***Memorandum of Understanding (MOU), University of California Irvine (UCI), School of Education***

Background Information:
The National Science Foundation (NSF) funded project titled "Expanding Latinxs' Opportunities to Develop Complex Thinking in Secondary Science Classrooms through a Research-Practice Partnership," will explore ways to reduce youths' opportunity gaps in learning science in secondary science classrooms by co-designing, as well as implementing equity and justice-centered science curriculum through a democratic collaboration between researchers and educators.

Current Consideration:
Dr. Hosum Kang and her research team in the UCI School of Education will provide a year-long, on-site professional learning for selected teachers in the District. The activities will focus on Next Generation Science Standards (NGSS)-aligned, culturally relevant, equity/justice-centered science units that promote civic engagement. Services are being provided July 1, 2022, through June 30, 2024.

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 ratified the MOU.

9.15 ***Educational Consulting Agreement, Dr. Jermie Arnold***

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 a renowned conductors/educators from across the country. The High School Honor Band serves approximately 80 students. The District's band directors prepare students for the audition process, and then guest conductors rehearse and conduct students who are selected to be part of the Honor Band program. The Honor Band concert is scheduled February 3, 2023.

Dr. Jermie Arnold is the director of bands at the Bob Cole Conservatory of Music at California State University, Long Beach. Dr. Arnold is the principal conductor of the Wind symphony and teaches courses in conducting, wind band literature, and music education. Dr. Arnold is an extraordinarily gifted conductor, teacher, as well as advocate for what is best in music education.

Current Consideration:
Dr. Jermie Arnold will be the guest conductor for the District's High School Honor Band program. Services will be provided January 24, 2023, through February 3, 2023.

Budget Implication:
The cost of services is not to exceed $1,250. (LCFF Funds)

Action:
On the motion of Trustee Piercy, duly seconded and unanimously carried, the Board of Trustees approved the educational consulting agreement.

HUMAN RESOURCES

9.16 This item was pulled prior to the adoption of the agenda.

9.17 This item was pulled prior to the adoption of the agenda.

9.18 This item was pulled prior to the adoption of the agenda.

9.19 This item was pulled prior to the adoption of the agenda.

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

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 2022-23 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.

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

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 2022-23 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.

President O'Neal opened the public hearing at 6:40 p.m.

There were no requests to speak.

President O'Neal closed the public hearing at 6:40 p.m.

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

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 2022-23 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.

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

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 2022-23 year.

Current Consideration:
The Board must hold a public hearing of CSEA's initial contract proposal to the District for the 2022-23 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.

President O'Neal opened the public hearing at 6:40 p.m.

There were no requests to speak.

President O'Neal closed the public hearing at 6:40 p.m.

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

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 2022-23 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.

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

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 2022-23 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.

President O'Neal opened the public hearing at 6:40 p.m.

There were no requests to speak.

President O'Neal closed the public hearing at 6:40 p.m.

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

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 2022-23 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.

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

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 2022-23 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.

President O'Neal opened the public hearing at 6:41 p.m.

There were no requests to speak.

President O'Neal closed the public hearing at 6:41 p.m.

9.28 ***Public Hearing, Disclosure of Collective Bargaining Agreement with AFSCME***

Background Information:
The Board of Trustees must hold a public hearing to hear comments related to the collective bargaining agreement with the American Federation of State, County, and Municipal Employees (AFSCME) for the 2022-23 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 AFSCME 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.

Action:
Although this was an information item only, requiring no formal action by the Board of Trustees, the Board formally opened the public hearing to provide the public an opportunity to speak on the proposed agreements.

President O'Neal opened the public hearing at 6:41 p.m.

There were no requests to speak.

President O'Neal closed the public hearing at 6:41 p.m.

9.29 ***Adoption of the 2022-23 Collective Bargaining Agreement with AFSCME***

Background Information:
The District entered into contract negotiations with the American Federation of State, County, and Municipal Employees (AFSCME) for a successor agreement after proposals were brought forth by both. Negotiations were held and a tentative agreement was reached by both parties and ratified by AFSCME.

Current Consideration:
The tentative agreement includes an 8 percent increase on the salary schedule retroactive to July 1, 2022.

Budget Implication:
The increase for the 8 percent salary schedule increase will impact the budget with an additional estimated expense of $1,531,298 per year. (General Fund)

Action:
On the motion of Trustee Piercy, duly seconded and unanimously carried, the Board of Trustees adopted the agreement.

9.30 ***Certificated Administrators, Classified Confidential, and Classified Management Salary Schedules***

Background Information:
The Anaheim Leadership Team Association (ALTA) are non-bargaining employees of the District. Salaries for ALTA are reviewed each year and are commensurate with pay increases (or decreases due to furlough) with the classified and certificated employee bargaining units. The Board must approve any changes to the ALTA salary schedules.

Current Consideration:
The 2022-23 salary schedules for unrepresented employees include administrators, and confidential classifications, and classified management. Due to the agreement with the Anaheim Secondary Teachers Association (ASTA) for an 8 percent salary increase, the 2022-23 salary schedules for unrepresented employees shall be increased by 8 percent to become the 2022-23 salary schedules, retroactive to July 1, 2022.

Budget Implication:
The increase for the 8 percent salary schedule increase will impact the budget with an additional estimated expense of $2,682,832 per year. (General Fund)

Action:
On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees adopted the 2022-23 salary schedules for administrators, confidential employees, and classified management.

9.31 ***Compensation for Superintendent, Assistant Superintendents, and District Counsel***

Background Information:
Employment agreements are required for the District's superintendent and unrepresented upper-level management employees. On May 5, 2022, the Board of Trustees approved employment agreements with the superintendent; the assistant superintendents of Business, Education, and Human Resources; as well as District counsel. The employment agreements provide that the Board may annually review salaries and, with consent of the Board, may increase salaries at any time during the term of the agreements.

Current Considerations:
On December 13, 2022, the Board approved an agreement with the Anaheim Secondary Teachers Association (ASTA) that provided an 8 percent salary increase retroactive to July 1, 2022. On this Board agenda, the Board is being requested to approve an 8 percent salary increase retroactive to July 1, 2022, for the American Federation of State, County and Municipal Employees (AFSCME) and the Anaheim Leadership Team Association (ALTA), which comprises the District's management personnel, excluding the superintendent and upper-level management employees.

Budget Implication:
There is not a known budget impact at this time.

Action:
On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees discussed and approved compensation to include an 8 percent increase to salary and tax sheltered annuity retroactive to July 1, 2022, for the superintendent, assistant superintendents, and District counsel.

10. 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 10.7, Exhibit II, and 10.8 pulled by Trustee O'Neal; 10.16 and 10.19 pulled by Trustee Randle-Trejo; and 10.30 pulled by Trustee Guerrero. The roll call vote follows.

Ayes: Trustees Guerrero, Piercy, Smith, Randle-Trejo, and O'Neal

BUSINESS SERVICES

10.1 ***AB 1808, Classified School Employee Summer Assistance Program (CSESAP)***

Background Information:
In the Omnibus Education Trailer Bill, AB 1808, signed by the Governor on June 27, 2018, the Legislature appropriated $50 million to provide matching grant assistance to eligible classified employees. The purpose of the matching grant funds is to encourage classified employees, who work 11 months or less per year, who would otherwise not be paid during the summer months to defer a portion of their pay. Employee participation in the program is voluntary. Depending upon the number of school districts and classified employees who elect to participate, the matching grant would provide up to a one-to-one match of deferred pay (limited to a maximum of 10 percent of the employee's monthly pay). District participation is optional. The District is currently participating in the program for the 2022-23 year.

The District is required to determine whether to participate in the program for the 2023-24 year, and notify classified employees by January 1, 2023. Once the District notifies classified employees that the District is participating in the program, that decision becomes irrevocable.

AB 1808 provides that the State matching funds received by eligible employees under this program would not be considered compensation for purposes of determining CalPERS retirement benefits.

The District has participated in the CSESAP program since 2019. The following are the number of employees that participated in the CSESAP program each year, and the percent matched from the State for every dollar an employee contributed.

2019-20: 497 participants; 100% match
2020-21: 749 participants; 99% match
2021-22: 684 participants; 100% match

Current Consideration:
The District notified all classified employees of the District's intent to participate in the CSESAP, December 2022. In January 2023, eligible employees will be informed about the program, and invited to informational meetings to learn more about the specifics of the program. Per AB 1808 regulations, employees must determine if they wish to participate in the program by March 1, 2023.

Budget Implication:
Not all classified employees would be eligible to participate in the program, only classified employees that work 11 months or less, who were employed by the District for at least a year, and who are paid less than $62,400 would be eligible. Business Services estimates that 1,078 classified employees that work 11 months or less of the District would be eligible to participate in the matching grant program, although it is unknown how many would elect to do so.

Costs for the program will include administrative costs for processing participation forms, changes in participation level, and accounting for the disbursement of the matching grant funds. In addition, the State will pay the matching grant funds directly to the District, which will then be disbursed as regular payroll. Although the matching grant funds are not considered "compensation" for CalPERS retirement purposes, which means that CalPERS contributions do not need to be paid on the matching grant amount, the funds will be considered ordinary income and taxes will have to be withheld and paid on that amount. Business Services estimates that the District will have to pay an amount equal to 10.37 percent of the matching grant funds for employer payroll taxes. If all eligible employees participated and deferred the maximum amount, and there was a one-to-one match by the State, Business Services estimates that the District's tax payment for the matching funds would not exceed $379,118.

Action:
The Board of Trustees approved the participation in the AB 1808, Classified School Employee Summer Assistance Program.

10.2 ***Award of Bid***

The Board of Trustees was requested to award the following bid.

Bid#	Service	Award	Amount
2023-14	Various School Sites Asphalt Paving (Maintenance Funds and/or other funds as appropriate)	Ben's Asphalt, Inc.	$498,333

Action:
The Board of Trustees awarded Bid #2023-14.

10.3 ***Addendum, Agreement, Jotform, Inc.***

Background Information:
The District has been using Jotform for the last year to develop digital forms with workflow capabilities. The implementation started with five licenses providing the ability to create forms, develop workflow logic and create system integrations. The District is looking to expand the use of the platform, and needs to purchase additional licenses.

Current Consideration:
The District is looking to double the capacity of form creators from five to ten. Fifty "data only" licenses will also be added to provide workflow capacities. These new licenses will allow leadership visibility into the processes without the ability to edit forms, workflows or system integrations.

The District will evaluate annually and may extend the agreement two additional years.

Budget Implication:
The cost is not to exceed $24,576 annually. (LCFF Funds)

Action:
The Board of Trustees approved the addendum to the agreement with Jotform, Inc.

10.4 ***Piggyback Bid, Purchase Through Public Corporation or Agency***

Action:
The State of California Department of Technology offers various data and telecommunications services, equipment, and products at competitive pricing through its multiple award contract CALNET 4. CALNET 4 offers state and local agencies opportunities to purchase a comprehensive array of network, as well as telecommunication services that are on a managed contract, with an established service level agreement, and competitively priced.

Current Consideration:
The District will utilize the State of California Office of Technology Services, Statewide Telecommunications and Network Division (OTech/STND) CALNET 4 Statewide Contract A (SWC-A), C4-LEG-12-10-TS-01, for various types of network and telecommunication services. A price comparison was done amongst the different providers on the SWC-A contract and the lowest cost was AT&T Corp.; which could provide all the services as required by the District.

Budget Implication:
The total monthly expenditure is estimated to be $159,000 per year. The cost will vary based on actual usage of the services and could be more or less than the estimated amount. (General Fund)

Action:
The Board of Trustees approved the purchase of network and telecommunication services from AT&T Corp., pursuant to the provisions of Public Contract Code Sections 10298, 10299, and 12100 utilizing OTech/STND CALNET 4 Statewide Contract A (SWC-A), C4-LEG-12-10-TS-01.

10.5 ***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.

10.6 ***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 Randle-Trejo and duly seconded, the Board of Trustees ratified items 10.7, Exhibit II, and 10.8 with the following vote.

Ayes: Trustees Guerrero, Piercy, Smith, and Randle-Trejo
Abstain: Trustee O'Neal

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

Action:
The Board of Trustees ratified the reports December 5, 2022, through January 8, 2023.

10.8 ***Check Register/Warrants Report***

Action:
The Board of Trustees ratified the report December 5, 2022, through January 8, 2023.

10.9 **SUPPLEMENTAL INFORMATION**

10.9.1 Cafeteria Fund, October 2022

10.9.2 Enrollment, Month 4

EDUCATIONAL SERVICES

10.10 ***2022-23 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.

10.11 ***Amendment, Educational Consulting Agreement, New Pedagogies for Deeper Learning (NPDL)***

Background Information:
New Pedagogies for Deeper Learning is a global innovation partnership working with education systems in 17 countries to transform learning so that all students can flourish in a complex world. NPDL's approach to bringing fundamental change is to work jointly with all levels of the system: schools, teachers, leaders, and communities to foster learning cultures that unleash potential. NPDL served as a critical friend to California at government and local levels for the past decade producing a series of publications; California's Golden Opportunity.

Current Consideration:
The Board of Trustees approved the agreement with NPDL on April 7, 2022, to facilitate a scaling up strategy to implement Capstone projects at all District schools and provide input on strategies to increase deep learning. An amendment is requested to add additional services to the program, thus increasing the previously approved cost of services. All other terms and conditions remain intact.

Budget Implication:
The total cost for these services is not to exceed $60,000. The previously approved amount was not to exceed $50,000. (Educator Effectiveness Funds)

Action:
The Board of Trustees approved the amendment. *(Approved Exhibit is attached to the minutes as is was inadvertently left off.)*

10.12 ***Addendum, Participation Agreement, Orange County Department of Education (OCDE), Inside the Outdoors***

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:
The Board of Trustees approved the agreement with the Orange County Department of Education on September 13, 2022. An addendum is requested to add additional dates to the program for Loara High School. All other terms and conditions remain intact.

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

Action:
The Board of Trustees approved the addendum agreement with the Orange County Department of Education.

10.13 ***Consulting Agreement, Orange County Asian and Pacific Islander Community Alliance (OCAPICA)***

Background Information:
OCAPICA was established in 1997 with the mission to build a healthier and stronger community by enhancing the well-being of Asians and Pacific Islanders through inclusive partnerships in the areas of service, education, advocacy, organizing, and research. OCAPICA has provided services such as social, emotional, and academic support groups, career development, civic engagement, as well as community services for students and families across the District's high school sites. The goal of OCAPICA's presence in the District is to provide support to Asian and Pacific Islander students, as well as other youth.

Current Consideration:
The purpose of this agreement is to support the implementation of the District's Biotechnology Pathway Program at Anaheim High School. OCAPICA will provide a consultant to help develop curriculum and assessments that lead to certification in biotechnology, research internship opportunities, and develop collaborative projects between Western High School's iLab, Magnolia High School's Magnolia Agriscience Community Center (MACC), and Anaheim High School's Biotechnology Pathway. Services will be provided January 20, 2023, through June 30, 2024.

Budget Implication:
The total costs for these services are not to exceed $70,000. (General Fund)

Action:
The Board of Trustees approved the agreement.

10.14 ***Amendment, Agreement, UCLA Graduate School of Education and Information Studies, Center X***

Background Information:
For the 2021-22 year, the Math Task Force focused on looking at high school course offerings in order to provide opportunities for students to take a variety of A-G approved mathematics courses that are more aligned to the Career Preparedness Systems Framework and the upcoming California Mathematics Frameworks. The Math Task Force was composed of 22 Math teachers representing both high school and junior high schools. One of the courses that the Math Task Force decided to offer for the 2022-23 year was Introduction to Data Science (IDS). Data Science is a growing discipline that impacts all major industries. The Bureau of Labor Statistics projects 31.4 percent employment growth for data scientists between 2020 and 2030. Students will learn how to create programing code and combine it with statistical knowledge to uncover the stories hidden within data.

Current Consideration:
The original agreement was approved by the Board of Trustees on June 16, 2022. An amendment was requested to the original agreement. The Regents of the University of California on behalf of the Introduction to Data Science Project/UCLA SE&IS Center X have since amended the agreement to reflect a lesser amount, as less students are enrolled in the Intro to Data Science course than projected. The original agreement had a cost for the 2022-23 year of $34,020, the amended agreement has a cost for the 2022-23 year of $32,508. All other terms and conditions remain intact.

Budget Implication:
The total estimated amount of the expenditures will be reduced from $34,020 to $32,508. (General Fund)

Action:
The Board of Trustees approved the amendment.

10.15 ***Agreement, California Regional K-16 Education Collaborative Grant Program Services***

Background Information:
The California Regional K-16 Education Collaborative Grant Program (K-16 Grant Program) is part of a statewide strategy for strengthening education-to-workforce pathways and ensuring the educational, vocational, and workforce programs work in partnership to address the income, racial, and gender inequities in education and employment. Grant funds are awarded generally for purposes of supporting K-16 education collaboratives to create streamlined pathways from high school to postsecondary education and into the workforce.

Current Consideration:
Orange County Department of Education (OCDE) would like to enter into a service agreement with the District to implement the initiatives of the K-16 Grant Program, including participating in the Cradle-to-Career Data System and enhancing work-based learning and career pathway development in the Healthcare, Education, Business Management, and Engineering/Computing industry sectors. Services are being provided January 1, 2023, through August 31, 2026. The funding will be used for personnel costs to support the efforts of the grant.

Budget Implication:
The District will receive funding under this agreement in the amount of $320,000.

Action:
The Board of Trustees ratified the services agreement.

10.16 ***Amendment, California State University (CSUF), 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), as well as 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, and 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, as well as other health profession programs.

The District has been in an agreement with California State University (CSU), Fullerton Auxiliary Services Corporation to receive grant funding and provide services to students under this program for the last three 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, 2023. All other terms and conditions remain intact.

Budget Implication:
The District will receive $52,432 in grant funds during the 2022-23 year.

Action:
On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees approved the amendment.

10.17 ***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:
For the fourth year in a row, the District will enter into agreement with Marin County Office of Education and CCEE to provide facilitation services for CEI. This may include activities such as facilitating meetings, hosting demonstration site activities, development of resources, and/or delivery of trainings. This agreement is in effect September 1, 2022, through June 30, 2023.

Budget Implication:
The District will be compensated up to $100,000.

Action:
The Board of Trustees ratified the agreement.

10.18 ***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 may include costs associated with participating in meetings, collaboratives and conferences, as well as travel expenses related to these activities. Services are being provided September 1, 2022, through June 30, 2023. The agreement will be signed following Board approval.

Budget Implication:
The District will be compensated up to $103,000.

Action:
The Board of Trustees ratified the agreement.

10.19 ***Agreement, Orange County Department of Education, Peer-Led Campaign Advisor Incentive***

Background Information:
Orange County Department of Education (OCDE) is offering Youth Development Programs for participating schools. Savanna High School applied and was selected to participate in the Peer-Led Campaign opportunity this year.

Current Consideration:
OCDE will provide training, materials, and resources for student leadership groups to implement a multifaceted mental health awareness campaign. OCDE will provide a $1,200

advisor stipend for this project. Services are being provided January 1, 2023, through June 30, 2023.

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 ratified the agreement.

10.20 ***Agreement, Orange County Superintendent of Schools, Friday Night Live and Club Live Programs***

Background Information:
Friday Night Live is a high school program and Club Live is a junior high school program. These school-based programs implement student activities that focus on alcohol and other drug prevention services. The Orange County Superintendent of Schools' agreement provides the District with funding to pay stipends to school advisors for supporting the programs.

Current Consideration:
The schools participating in these programs are Dale, Lexington, and South junior high schools, as well as Cypress, Gilbert, Kennedy, Magnolia, and Savanna high schools. Services are being provided December 1, 2022, through June 30, 2023.

Budget Implication:
The total cost is not to exceed $9,600, to be reimbursed through the Orange County Superintendent of Schools. (Grant Funds)

Action:
The Board of Trustees ratified the agreement.

10.21 ***Contracts, Independent Speech and Language Assessments, Susan Hollar***

Background Information:
The District employs speech/language pathologists and 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 disabilities. Under the Individuals with Disabilities Education Act and California special education law, a parent of 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 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.

Current Consideration:
Following parents' requests for independent speech/language assessments and consultation with parents and parents' representatives, the District determined that it was in the best interest of the students and the District to provide independent assessments and allow the individualized education program teams to consider the information.

Budget Implication:
The cost for these services is $2,600 per evaluation, for a total cost not to exceed $5,200. (Special Education Funds)

Action:
The Board of Trustees approved the contracts.

10.22 ***Independent Contractor Services Agreement, New Direction Solutions, LLC dba ProCare Therapy***

Background Information:
When a District Special Youth Services staff member takes a leave of absence, or if there is a sudden need to fill a vacancy, we must fill that position on a temporary basis with a qualified individual. Agreements with staffing agencies provide qualified individuals when there is a sudden need to fill a vacancy.

Current Consideration:
The agreement with New Directions Solutions, LLC dba ProCare Therapy provides contract services, for the period December 12, 2022, through May 25, 2023, due to temporary leaves of absence of District personnel.

Budget Implication:
The total cost for these services is not to exceed $141,400, based on the experience of the temporary staff. (General Fund)

Action:
The Board of Trustees ratified the agreement.

10.23 ***Instructional Materials Submitted for Adoption***

The Instructional Materials Review Committee has recommended the selected books for dual enrollment courses. The books have been made available for public view.

Action:
The Board of Trustees adopted the selected materials.

10.24 ***Instructional Materials Submitted for Display***

The Instructional Materials Review Committee recommended the selected material for display, for courses in dual enrollment. Before the materials can be approved for adoption, they must be made available for public review. The Board of Trustees was requested to consider adoption of the materials following the end of the period of public display, January 20, 2023, through February 16, 2023.

Action:
The Board of Trustees approved the display.

10.25 ***Individual Service Contracts***

Action:
The Board of Trustees approved/ratified the individual service contracts as submitted. (Special Education Funds)

10.26 ***Field Trip Report***

Action:
The Board of Trustees approved/ratified the report as submitted.

HUMAN RESOURCES

10.27 ***2022-23 Second Quarterly Report, Williams Uniform Complaints***

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. 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, 2022, through December 31, 2022, states there were no complaints during this quarter.

Budget Implication:
There is no impact to the budget.

Action:
The Board of Trustees accepted the report.

10.28 ***2022-23 Employee Salary Schedules***

Background Information:
The California Public Employees' Retirement System (CalPERS) requires the Board of Trustees to formally approve classified salary schedules, along with any subsequent additions, corrections, or modifications made to the schedules. Routine modifications continue to be necessary to accurately represent negotiated changes, necessary updates, and corrections on the schedules.

Current Consideration:
Adopt modifications to the salary schedules for the Administration, California School Employee Association (CSEA), Management, Mid-Managers Association (MMA), and Non-Classified employee groups.

The proposed modifications include the following:

- Administration: Inclusion of Social Worker Lead to the list of positions receiving a $135 per month mileage allowance.
- CSEA: Establishment of Medi-Cal Billing Specialist and Senior Buyer; range increase for Athletic Trainer and Workability Placement Specialist based on recommendations approved at the Personnel Commission meetings on May 10, 2022, and December 14, 2022.
- Management: Establishment of Credentials Analyst.
- Mid-Managers Association: Notation of Food Services Site Manager II as a 10-month position.
- Non-Classified: Inclusion of Psychology Intern, Student Worker, and Workability Student.

Budget Implication:
The approval for the salary schedule itself is not approval to fund specific assignments, but rather approval for the types of positions and compensation that may be approved with subsequent Board action for specific individuals.

Action:
The Board of Trustees adopted the salary schedules for Administration, CSEA, Management, Mid-Managers Association, and Non-Classified employee groups as submitted.

10.29 ***Certificated Personnel Report***

Action:
On the motion of Trustee Randle-Trejo and duly seconded, the Board of Trustees approved/ratified the report, as amended prior to the adoption of the agenda. The roll call vote follows.

Ayes: Trustees Piercy, Smith, Randle-Trejo, and O'Neal
Abstain: Trustee Guerrero

10.30 ***Classified Personnel Report***

Action:
The Board of Trustees approved/ratified the report as submitted.

SUPERINTENDENT'S OFFICE

10.31 ***Membership, Digital Promise***

Background Information:
The Digital Promise League of Innovative Schools is a national network that connects and supports the most forward-thinking leaders in education. League members represent more than 150 districts in 38 states serving more than 4.4 million students. Their diverse experiences reflect the advancements, challenges, and vital work of public education in the United States. The League of Innovative Schools was launched at the White House under President Barack Obama within the U.S. Department of Education.

Current Consideration:
The Digital Promise League of Innovative Schools will connect with key education and industry leaders, as well as community partners. It is a coalition of leading superintendent committed to partnering with developers, research institutions, and one another to demonstrate, evaluate, and scale up innovations that deliver better results for students. It will strengthen business collaboration with educational institutions and community partners.

Budget Implication:
The cost of the membership for the 2022-23 year is not to exceed $3,500. (General Fund)

Action:
The Board of Trustees approved the membership.

10.32 ***Board of Trustees' Meeting Minutes***

November 17, 2022, Regular Meeting

Action:
The Board of Trustees approved the minutes as submitted.

11. SUPERINTENDENT AND STAFF REPORT

There were no reports.

12. BOARD OF TRUSTEES' REPORT

Trustee Guerrero acknowledged the students who participated in the Rose Parade Honor Band and reported she attended South Junior High School's Holidays Around the World, Coffee with the Principal at Anaheim High School, and the Track and Field Improvement Project Meeting. She also thanked everyone for the warm welcome.

Trustee Piercy indicated she attended the Insurance Committee Meeting, Engage Academy at South Junior High School, and visited Lexington and Orangeview junior high schools, as well as Cypress High School.

Trustee Smith shared an article regarding Oxford Academy student Joshua Lou and his campaign "One Million Batteries," which aims to raise awareness about e-waste recycling.

Trustee Randle-Trejo stated she attended the NOCROP Teacher of the Year Surprise Visit for Jun Cuenca at Oxford Academy, VAPA Program Strategic Planning Meeting, South Junior High School's Student Welcoming, Lunar Year Event, visited the Magnolia Agriscience Community Center, and was interviewed by Western High School students.

Trustee O'Neal reported he attended the Hope School Holiday Show, NOCROP Teacher of the Year Surprise Visit for Jun Cuenca at Oxford Academy, Lunch with a Viking at Walker Junior High School, and the Green Band Performance at Kennedy High School.

13. ADVANCE PLANNING

13.1 ***Future Meeting Dates***

The next meeting of the Board of Trustees will be held on Thursday, February 16, 2023, at 6:00 p.m.

Tuesday, March 7
Thursday, April 13
Thursday, May 4
Thursday, June 8
Thursday, June 15
Thursday, July 20
Thursday, August 10
Thursday, September 14
Thursday, October 12
Thursday, November 16
Thursday, December 14

13.2 ***Suggested Agenda Items***

Trustee Piercy requested a presentation on therapy dog programs in educational settings.

14. ADJOURNMENT

On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees adjourned the meeting at 7:16 p.m.

Approved _____
Clerk, Board of Trustees

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

EDUCATIONAL CONSULTING AGREEMENT AMENDMENT

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

19th	day of	January	2023

in reference to the Consulting Agreement by and between

New Pedagogies for Deep Learning (NPDL)

Independent Contractor, hereinafter referred to as "Consultant" and the Anaheim Union High School District, hereinafter referred to as "District" dated and Board approved:

April 7, 2022

and amends said Consulting Agreement as follows:

The Board of Trustees is requested to amend the consulting agreement with New Pedagogies for Deep Learning (NPDL). The original agreement was at a cost not to exceed $50,000. An amendment is requested for additional services which would increase the amount to $60,000.

All other terms and conditions of the original agreement will remain in force.

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

CONSULTANT:	**DISTRICT:**
Typed Name of consultant **(same as page 1)**:	
New Pedagogies for Deep Learning(NPDL)	**Anaheim Union High School District**
Typed Name/Title of Authorized Signatory:	Typed Name of Assistant Superintendent:
Joanne Quinn	Dr. Jaron Fried
Authorized Signature:	Signature of Assistant Superintendent:
Joanne Quinn	
Street Address:	Street Address:
498 St Clair AVE. East	**501 Crescent Way, P.O. Box 3520**
City, State, Zip Code	City, State, Zip Code
Toronto, CANADA M4T1P7	**Anaheim, CA 92803-3520**
Date:	Date:
December 19, 2022	1/20/23

Mark Appropriately:

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

Social Security Number*	or	Federal Identification Number*
		98-1275416

*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:
416 903 5080	Joanne.quinn@rogers.com

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:	**12/19/22**